

**University of Sunderland**

**Tender Documentation for LOT 2  
Murray Library Cafe**

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# Introduction and Overview

## 1. Introduction

To support its aspiration to further enhance the student experience, in conjunction with re-development activity across its campuses; the University of Sunderland is undertaking a tender exercise. The emphasis of which is to consider the appointment of appropriately qualified company/s, who have the expertise to manage and supply, high quality, innovative and competitively priced catering services across its two campuses from September 2009. Coupled with the option of operating existing services from early 2009, assuming negotiations are completed. The requirements of the University are detailed below and tenders for the entire business, several or individual LOTS on a contract catering, executive lease or concession basis will be considered; in addition to outsourced contracts for vending and hospitality. Appendix A Outlet information provides details of LOT 2, together with sample menus and concept descriptions.

### City Campus

LOT Number	Contract Considered	LOT Details
LOT 1	Contract catering or separate hospitality supplier	Delivered Hospitality Services around the campus Executive Hospitality/Corporate Entertaining within Edinburgh Building
<b>LOT 2</b>	<b>Contract catering</b>	<b>Murray Library Café</b>

### City Space (Sports & Social Building)

LOT Number	Contract Considered	LOT Details
LOT 3	Contract catering	Food Court on two levels: including a juice/coffee/snack bar on level 1.
LOT 4	Contract catering or concession operator	City Lounge, licensed café with retail opportunity.

### St Peter's Campus

LOT Number	Contract Considered	LOT Details
LOT 5	Contract catering or separate hospitality supplier	Delivered Hospitality Services around the campus

### Reg Vardy Building

LOT 6	Contract catering	Coffee Pod
LOT 7	Contract catering or concession operator	Retail Shop

### Prospect Building

LOT 8	Contract catering or concession operator	Licensed Balcony Café Licensed Food Court, including hospitality kitchen
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### Ashburne House

LOT 9 Until June 2010	Contract catering	Ashburne Café
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### Vending

LOT 10	Vending	St Peters and City campus. 12 buildings.
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## University of Sunderland Tender Evaluation Criteria.

Factor	Weighting %
Suitability/Similar Experience	20
Price & Cost Effectiveness	20
Service Delivery	20
Risk Transfer/Mitigation	20
Cultural Fit	10
Acceptable References and Site Visits	10

Please consider the following areas in your response:

- Compliance with the Specification and University of Sunderland requirements.
- Cultural 'fit' and compatibility between the users of catering services at University of Sunderland and your organisation.
- Quality of projected service, food and beverage provision and ability to optimise sales.
- Ability to provide competitively priced menus, and be able to optimise the sales opportunity.
- Ability to operate the services at a competitive cost and in relation to benchmark data.
- Contractual terms and conditions, willingness/ proposals to share/transfer risk and rewards.
- Suitability of experience at relevant and comparable sites to allow the University to consider site visits
- Evidence that the supplier can manage, train and develop the appropriately skilled resource.
- Quality, safety and environmental record.
- Financial stability of the organisation.
- Evidence of quality assurance mechanisms in place.
- Ability to provide product and service innovation to the University.
- Ability to provide/develop appropriate brands
- Use of local suppliers, local produce and fair-trade products.
- Flexibility and responsiveness.

## **2. University of Sunderland Brief**

### **Strategic Goals - Catering on Campus - Current Position**

Facilities are committed to support the University of Sunderland's aspirations to become a Civic University and its strategic aim:

"To provide a University campus environment and a range of facilities, both recreational and educational, which are attractive, accessible and stimulating". Source: University of Sunderland Corporate Plan (2004/05 to 2009/10).

A strategic approach has been adopted and the philosophy which underpins the catering function mirrors the organisations Corporate & Social Responsibility (CSR) aspirations. Integrating fair, ethical and sustainable values into all of its activities.

University Fairtrade status was achieved in 2006, and successfully renewed in 2007. Menus feature a range of local produce and are developed considering the diversity of the University community, and integrate a range of healthier options including organic products.

An active promoter of recycling in all catering outlets, the service also supports a local green charity through the sale of jute bags.

The use of customer feedback and consistent benchmarking such as the HEFCE Value for Money report, coupled with sharing of best practice with other institutions and investigation into high street trends have been invaluable tools to inform the business.

Consequently the service can demonstrate that it is increasingly delivering what the customer requires in terms of food offer, range, pricing and convenience.

### **Current Outlets**

To meet customer expectations, catering provision is delivered through a combination of in-house and client managed concessions. Current outlets are as follows:

#### **City Campus**

In-House: Murray Library Café, Executive/Corporate hospitality, Ashburne House.  
Concessions: Greggs in the Gateway, O'Brien's Café in Priestman.  
Outsourced: Delivered hospitality services, fully managed vending service.

#### **St Peters' (including The Industry Centre)**

In- House: 3 outlets in the Prospect Building. Delivered Hospitality and Conferencing. Coffee Cart in the Reg Vardy Building.  
Outsourced: Fully managed vending service.

### **2.1 Financials**

In Appendix B we have provided current and potential operation data to support your business proposal. We will expect your company to complete a business proposal supporting each of the lots individually, per campus and for the full business. The University wishes to consider a number of contract options and will ask you in the ITT to consider up to 4 business models for each LOT. The business models will be titled as follows:

1. Executive Lease
2. Cost Plus with Performance Guarantee
3. Nil Cost with Performance Guarantee
4. Concession Basis for Retail Outlets only

Please ensure you provide a proposal for each business model to ensure your response receives full consideration.

## **2.2 Staffing**

There are currently 32 employees within the in-house catering team, managed by a Head of Catering Manager. Weeks worked range from 30 to 52 weeks per year. Full TUPE information is included in Appendix C of this document.

## **2.3 General Background**

The University of Sunderland is based on two campuses and is well equipped with modern learning and leisure facilities. We have 10,000 students both full time and part time, and 1400 staff based in Sunderland. Sunderland secured Steve Cram as their new Chancellor in 2008 and the University has been successfully chosen as an Olympic Training Facility for 2012.

**City Campus** – approximately 6,000 students

The demographics of City Campus have altered considerably over the past 24 months. Renovation of old buildings, together with the relocation of support departments and corporate headquarters has rejuvenated the site. There are also several outlying teaching buildings located around the City Campus including the Priestman Building, The Design Centre and Ashburne House.

City Campus is at the heart of regeneration plans. Recent developments include the student Gateway, a 'one stop shop' for student services, with social space and catering facilities helping students obtain the most out of student life.

Other state-of-the-art facilities include the impressive Murray Library which has a new Fair, Ethical & Sustainable Café. The science complex boasts a modern range of laboratories for students undertaking science programmes.

The new "City Space" sports and social building is under construction and opens in September 2009. The building will have sport, leisure, recreation, catering and social space as its core components and will be open seven days per week over 50 weeks of the year to accommodate private membership and community use in addition to student and community activity.

**Sir Tom Cowie Campus at St Peter's** – approximately 4,000 students

On the north bank of the River Wear the award winning Sir Tom Cowie Campus at St Peter's comprises of the Faculty of Business and Law, the impressive David Goldman Informatics Centre and the internationally acclaimed Media Centre. A total investment of over £50m provides some of the best learning and support facilities in the country.

The site is popular for University open days, events and conference business. Surrounding facilities include; St Peter's Gate, City of Sunderland 6<sup>th</sup> Form College and the National Glass Centre. The 6<sup>th</sup> Form College owned by City of Sunderland College and built at Sir Tom Cowie Campus provides it own Catering Facilities but no retail outlets are present on this campus to support it's student population of 600-800 students.

Planned developments will see a retail shop opening on campus in September 2009. This is in addition to the redevelopment of the Prospect Building into a social learning space providing opportunities to update current catering facilities into a new café and food court opening in the building from September 2009.

### **The Industry Centre**

The Industry Centre is located 4 miles away from the City Campus and is used as a small commercial training facility for Business clients. There is no catering offer based at this location, but relies on external Hospitality to cater for its visitors.

## **2.4 History of the University of Sunderland**

Sunderland has been an important centre for education since 674 AD, when Benedict Biscop built St Peter's Church and monastery.

Sunderland Polytechnic was created on 1<sup>st</sup> January 1969, with a new Department of Education, for teacher training being established in the same year.

The Polytechnic brought together the Technical College with two other institutions which had played a significant role in the town - the School of Art and later, Sunderland Teacher Training College.

By 1970 there were more than 1,000 students and in 1973, the re-designated College of Art began to offer a degree-equivalent Diploma in Art & Design and Fine Art. In 1982 Sunderland established the UK's first degree course in Glass Design and it remains a leading European centre for glass design and research.

In 1990 Dr Anne Wright was appointed Rector at Sunderland. She then became one of the first female University Vice-Chancellors when the Polytechnic gained University status in 1992.

In September 2002 St Peter's campus was renamed the Sir Tom Cowie Campus, in honour of the Sunderland businessman who is one of the University's most loyal supporters and a celebration of Sir Tom's 80th birthday. The £50m campus is now home to approximately half the University's total student population of over 10,000. Sunderland Business School opened here in 1994 and the spectacular David Goldman Informatics Centre followed two years later.

In March 2004 the £9m Media Centre was launched by Minister for the Arts (now Pro Vice Chancellor) Baroness Estelle Morris.

The Sir Tom Cowie Campus at St Peter's plays a significant community and regional role. The 400-seat Sir Tom Cowie Lecture Theatre has hosted international conferences and community musical concerts as well as student lectures. The new Media Centre's state-of-the-art 200 seater cinema recently played host to a major audio-visual festival.

Professor Peter Fidler became the current Vice-Chancellor and Chief Executive in April 1999, joining the University from Oxford Brookes University. In September 2006 the new £3.5m Gateway development opened at the City Campus. This one-stop-shop allows students to access a wide range of services and academic support in a single, central location.

In September 2007 the University began a multi-million pound redevelopment of City Campus. A new building "City Space" is in progress, which will provide a unique space for students, staff and the wider community. The building will become the social heart of the campus and allow people to eat, relax, socialise, play sports, spectate and shop.

## **2.5 Background to the Government Food Procurement Initiative**

The Public Sector Food Procurement Initiative (PSFPI) supports the Government's "Strategy for Sustainable Farming and Food – Facing the Future". Securing a sustainable world-class farming and food sector, whilst contributing to a better environment and healthy, prosperous communities. The Public Sector Food Procurement Initiative is a key part of the strategy by promoting the use of fresh, seasonal and nutritious ingredients. All the while, encouraging more organic, farm assured produce as well as fish from sustainable sources to be included. The PSFPI also covers environmental and waste issues. Utilising re-usable packaging, controlling energy and water use and reducing waste by serving quality food and using recyclable materials as well as efficient disposal of waste being key elements of the PSFPI

<http://www.defra.gov.uk/farm/policy/sustain/procurement/index.htm>

### **3. Specification and Commercial Requirements**

This specification sets out the nature of the services to be provided. Where quality standards are set out, they are the minimum acceptable level to be achieved on a consistent basis. The specifications are not exhaustive and are to be taken as indicative of the general standards which are to be achieved.

Where the services required are described, this is to give a broad indication of the type and volume of services currently envisaged. It is expected that the contractor will co-operate with the University during the course of the contract to provide such services as required and to develop and improve the services to meet changing needs.

Services are required Monday to Friday and at weekends throughout the year, except statutory holidays. In addition to statutory bank holidays, the University closes completely over the Christmas period. Please refer to individual outlet specification (appendix A) for trading weeks details pertaining to each LOT. In addition the academic calendar for 2008/9 is provided in appendix D. This calendar is indicative for each year.

The services detailed in the outlet specification (s) are to be provided as a minimum:

#### Quality of Service

- 3.1 The Contractor will be required to provide a service consistent with the requirements of a healthy diet, but the service is as cost effective as possible for the University through the provision of a quality service and environment.
- 3.2 The Contractor is required to make appropriate calculations on raw ingredients, quality employees and fixtures and fittings to ensure the catering service provides high quality food at an attractive price for the customers.
- 3.3 The Service must be customer focused and effectively communicated.
- 3.4 The University will not accept or tolerate any deterioration in service quality or value for money as a result of:
  - Inadequate budget forecasting by the contractor
  - Poor management by the contractor
  - The quality of contractor's staff

### **4. Menu Compilation**

- 4.1 Contractors are asked to show innovation and individuality to compile menus that will be used at commencement of the contract.
- 4.2 Meals and snacks should not be repetitive during the day or week actively encouraging lifestyle changes to diet whilst reflecting the ethnic and social diversity of the student population.
- 4.3 The University acknowledges that meal deals will form part of the Contractor's offer. The University expects meal deals to include modern healthy options that are preferentially priced, and that less healthy options be combined with healthy options where appropriate.
- 4.4 Apart from salt, pepper, vinegar, sugar and milk, the University expects that accompaniments to meals such as sauces, preserves, mayonnaise, dressings, are to be charged separately.
- 4.5 Menus must be regularly reviewed.



## 5. Product Specification

- 5.1 The University require the following product specification to be standard throughout the service. Hot and cold wholesome, healthy and nutritional food must be offered, with salt, fat and sugar kept to a minimum.

A selection of quality fresh breads	Fresh daily, low in salt, no preservatives, mixture of white, wholemeal and wholegrain flour
Milk Products	Fresh daily milk to include a Soya option
Quality fresh vegetables	Fresh daily, seasonal vegetables, free from pesticides and unnatural preservatives.
Quality fresh meat (Including sausages)	Predominantly fresh not frozen, high-grade meat from quality assured butcher.
Quality fresh fish	Predominantly fresh fish, limiting processed fish with breadcrumbs or batter
All soups, sauces and marinades	Predominantly made in the kitchen, if purchased, to be free from additives, preservatives and low in fat, sugar & salt.

## 6. Equipment

- 6.1 The University will continue via a specialist contractor to maintain and repair all catering equipment.
- 6.2 The University will continue to maintain all services and repairs/maintenance of structures e.g. walls, floors etc
- 6.3 The University will pay for deep cleans to kitchen areas and all catering equipment.
- 6.4 The University will deep clean all canopies and extraction units
- 6.5 The Contractor shall be responsible for the purchase of any additional equipment such as portable carts and trolleys, portable hot, cold and ambient counters, signage, marketing materials etc, that they deem necessary to deliver any additional services that have been agreed in writing by the University prior to implementation.

## 7. Staffing and Management

- 7.1 Trained management and staff of appropriate ability, skills and experience will be employed by the Contractor to provide a professional and efficient service to the specified standards. A training programme is to be agreed, implemented and records kept for all training given.
- 7.2 Staff must at all times be smart, wearing a clean uniform of a design to be agreed the University. All staff must be appropriately dressed for their functions with protective clothing where appropriate. All staff must wear a name badge and they must be able to communicate effectively in English.
- 7.3 The Contractor shall not retain at the premises any person who in the reasonable opinion of the University fails to conduct himself or herself in accordance with the standards of behaviour required by the University for its own employees.

- 7.4 The University will approve, in advance, the appointment of the Manager from candidates proposed by the Contractor, such approval not being unreasonably withheld. The Manager or nominated Deputy shall be available at all times during the hours of the Services. Where the Contractor intends to replace the Manager such appointed replacement shall likewise be subject to the reasonable approval of the University.
- 7.5 The Contractor shall ensure that the Manager is fully aware of the obligations under this Agreement in relation to the operation of the Services and that the Manager complies fully with such obligations.
- 7.6 The University fully expects a contractor to ensure a full staffing portfolio is available on a daily basis, and the management of holidays and sickness does not affect the set standard of cover for the business operations.
- 7.7 All costs associated with the replacement of staff via an agency must be authorised by the University.

## **8. Promotions & Marketing**

- 8.1 Ensure that the service is continually promoted to the customer and that the style/quality of all the marketing replicates what is happening on the high street particularly within the locality.
- 8.2 Ensure that the daily provision is presented in such a way as to promote the purchase of the healthier meals, options and snacks.

## **9. Communication**

- 9.1 The Contractor shall operate a two-way strategy for communicating with students, staff and the University Management Team.
- 9.2 The Contractor shall meet with customers a minimum of once per term or as reasonably requested, University employees as requested, appropriate University Management a minimum of once per month or as reasonably requested.
- 9.3 The Contractor shall provide customer feedback boards within the Refectory that will indicate action taken to address customer requests.

## **10. Cleaning**

- 10.1 The Contractor will have sole responsibility for:
- 10.1.1 Maintaining the daily cleanliness of the kitchens (staff changing rooms, lockers and staff catering toilets) kitchen equipment (both light and heavy equipment) service counters, shelving and back bars (in all other catering outlets), vending machines/housing and the dining tables, chairs, floors, bins;
  - 10.1.2 The provision of staff uniforms and the provision of an adequate cleaning system to ensure uniforms are clean and hygienic at all time;
  - 10.1.3 The cleaning of the kitchen premises and equipment must be in accordance with equipment manufacturer warranties and accepted standards of Environmental Health, and Health and Safety regulations;
  - 10.1.4 Providing all cleaning equipment and materials required to keep the kitchen equipment clean and tidy. This will include all cleaning chemicals, mops buckets, bin liners, dishwasher detergent, hand towels and paper towels, washing up powder and liquid and any other items the Contractor considers necessary for to achieve a high standard of cleanliness;
  - 10.1.5 Keeping the tables, chairs, and bins clean within the dining areas.

Additional cleaning responsibilities will apply:

The University will be responsible for the annual deep cleaning of, the kitchens including internal ceiling, walls, floors, windows, all heavy catering equipment, ventilation fans, canopies and ventilation shafts.

The University cleaning contractor will be responsible for carrying out the end of day floor cleaning and deep cleans within the dining area as specified by the University.

## **11. Quality Assurance Standards and Performance Criteria**

- 11.1 The University requires the Services to be delivered to a consistently high quality. The acceptable level of performance should reflect best practice and the standards that are expected in comparable organisations. The content, prices, specification and standard for all menus will be agreed in advance with the University.
- 11.2 Service must be prompt, friendly and efficient, recognising the needs and circumstances of the customer.
- 11.3 The Contractor will procure all necessary raw materials, which must be of an appropriate quality to produce safe food that is in all ways acceptable to customers. The University reserves the right to audit the premises and systems of all suppliers to the Contractor. The Contractor shall use their purchasing power to negotiate prices (net of discounts) which are lower than the University could obtain in their own right.
- 11.4 The contractor must use due diligence in the procurement, storage, preparation and usage of all food materials, complying with all appropriate European Union and Government legislation, regulations and guidelines. They are expected to reflect what is considered to be best practice within the catering industry. The Contractor must audit their catering service a minimum of twice each year to demonstrate that all legislation and contract requirements are being adhered to, and provide the University with documentary evidence of every audit.
- 11.5 Food must be presented and served at an appropriate temperature for safety and eating quality. Portion sizes consistent with the tender proposals, or as subsequently agreed, must be provided. Presentation and service must enhance the attractiveness of dishes. Customers must be made aware of the contents of dishes, particularly where ingredients might give rise to allergic reactions (such as nuts) or where some customers may not like the flavour (such as curries and garlic).
- 11.6 Performance will be monitored. In the event of an unsatisfactory level being sustained, the Contractor will be notified of the defaults and the time by which they must be rectified. If performance remains unsatisfactory, the contract may be terminated as set out in the Conditions of Contract.
- 11.7 The Contractor shall permit authorised representatives of the University at all reasonable times to enter the Catering Areas for the purpose of inspection.
- 11.8 The Contractor shall deal promptly, reasonably, efficiently and courteously with customer complaints arising from the Contractor's operation of the Services. A record is to be kept of all complaints and the resulting actions. The Contractor shall notify the University contact of any serious customer complaints as soon as it is reasonably practicable.

- 11.9 Performance quality and customer satisfaction are considered key performance indicators for this contract. The exact mechanisms for monitoring will be agreed prior to the start of the contract, but is expected that the contractor will:
- 11.9.1 Provide a daily/leaflet comment board available in the refectory for customers to make comments on service, food quality and other such similar comments;
  - 11.9.2 Carry-out customer surveys termly, and agree with the University the format of the survey information and questions;
  - 11.9.3 Attend Customer Forum meetings and focus groups and respond to comments and observations;
  - 11.9.4 Provide feedback cards with every order, monitor responses and take actions where improvements can be made.

## **12. Environmental Responsibility**

The Contractor will work closely with the University of Sunderland to limit the impact of its operation to the environment. This includes but is not limited to the areas of:

- 12.1 Minimising the use of energy;
- 12.2 Minimising the consumption of water;
- 12.4 Co-operating with the waste minimisation and re-cycling actions being undertaken by the University;
- 12.5 Using bio-degradable plastics where possible;
- 12.6 Working with the University's Environmental Co-ordinator to track consumption and to take corrective actions where necessary;
- 12.7 Using the Contractor's own environmental policies to enhance the performance of the contract.

## **13. Service Standards**

- 13.1 As part of the Food Procurement Initiative and CSR aspirations it is the policy of the University to promote Fairly Traded certification bodies products, particularly refreshments (tea, coffee, water, fruit juice) as standard. The caterer must demonstrate their ability and willingness to promote such products in their submission.
- 13.2 It is essential that the Contractor is flexible and responsive to the service needs of the University, customers, visitors and guests. Changes may be required at relatively short notice.
- 13.3 The acceptable quality standard for food and products sold, should reflect best practice and the standards that are expected in comparable organisations. Products should conform to the current assurance schemes in operation for the produce purchased. Lists of bodies can be found at assurance and certification bodies and Fairly Traded certification bodies.
- 13.4 The University has a minimum expectation that all hot beverages should be fair trade with the promotion of an additional range of cold beverages and food offers supporting the fair trade standard. 'One Water' is currently the only brand to be used for bottled water, any alternative product would have to be agreed with the University.

- 13.5 Price Tariffs are revised on an annual basis and must be previously agreed with the University. Where there is an increase in tariff supporting evidence must be provided.
- 13.6 The successful tenderer will be required to submit to the University; free of charge, a regular statement of all purchases carried out against the contract. This statement shall detail each item and quantity supplied, unit costs, delivery address, purchase order number, order and delivery dates. The statement shall also include a summary showing the total quantities and costs of each item provided throughout the term of the contract to date.
- 13.7 Your company will be expected to operate an open book policy.
- 13.8 All Dietary requirements must be catered for which include but not limited to:
- Vegetarian
  - Vegan
  - Allergies
  - Food intolerance
  - Gluten Free
  - Diabetic
  - Halal
- 13.9 The University is underpinned by its fair, ethical and sustainable philosophy. Contractors are expected to commitment to the following:
- Fairtrade Goods
  - Support local producers
  - Support environmental issues
  - Support charity donations/fund raising
  - Use and support ONE water
  - Support ethical purchasing
  - Support healthy eating
- 13.10 Your company will be expected to operate a quality assurance policy in relation to the following:
- Service Delivery
  - Service Assurance
  - Customer Relationship Management
  - Service Support

## **14 Financial Specification**

### **14.1 Financial Guarantee**

The Contractor shall offer the University a financial guarantee by maximising the catering income whilst at the same time minimising the financial risk.

The University would also expect the contract to be run on an open book basis and that over and above a declared profit margin, for there to be a profit share agreement in place once the guaranteed annual return, the capital sums and the contractor fee have been accounted for in the annual accounts.

### **14.2 Contractor Fee**

Contractors will set their Management Fee as a fixed percentage of the catering income and is subject to negotiation and agreement between the Contractor and the University prior to commencement of the contract.

### **14.3 Cash Handling**

- 14.3.1 The Contractor will be responsible for the collection, administration, security and banking of all cash received from all catering outlets including all vending machines as appropriate. All cash must be collected using cash registers, which issue printed audit rolls.
- 14.3.2 The audit till roll and other documentary evidence necessary for the substantiation of monies received must be made available for inspection as required.
- 14.3.3 The Contractor shall be responsible for ensuring that adequate security arrangements are made to deal with the handling and storage of all cash collected, and may need to consult with the University on this matter.

### **14.4 Indirect Costs**

The Contractor is not required to budget for such indirect costs as utilities (water, gas and electricity), premises maintenance, initial light and heavy equipment requirements, pest control, refuse and rates.

### **14.5 Value Added Tax**

- 14.5.1 The Contractor will be acting as VAT Agent.
- 14.5.2 The University shall pay to the Contractor and or HM Revenue & Customs such Value Added Tax as may be properly chargeable by the Contractor in connection with the Contract. The Contractor shall issue a tax invoice in respect thereof

### **14.6 Income and Expenditure Reporting**

All income and expenditure is required to be reported to the University for each catering outlet, and must be fully transparent from till roll through to invoice.

### **14.7 Invoicing**

Within 14 days after the end of each calendar month the Contractor will issue to the University a detailed income and expenditure statement for that calendar month.

The University will settle each invoice 30 days nett monthly from the date of the invoice

## **15 Instructions to Tenderer**

Tenderers are asked to read and respond to these instructions in full and in the order provided. Failure to comply with the instructions given may reduce the evaluation score given to a tender submission or, where stated below, may lead to a tender submission being disqualified.

### **15.1 Incomplete Tender**

Tenderers must ensure they provide all information requested in the tender documentation. Tenders may not be considered if complete information is not given at the time of tendering.

### **15.2 Reserve of Right**

The University of Sunderland does not undertake to accept the lowest or any tender under this exercise and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender response. The University of Sunderland reserves the right to award more than one tender.

### **15.3 Prices**

15.3.1 Prices should exclude VAT.

15.3.2 Prices must be quoted on the basis indicated in the accompanying documents. Tenderers may propose alternative pricing procedures in addition to those stated but these must be clearly identified as such.

15.3.3 The price quoted must be inclusive of all costs, and include delivery to the address(es) specified in the tender documents.

15.3.4 Prices must be quoted in Pounds Sterling and must remain valid for 12 calendar months after the tender return date.

15.3.5 Discounts for prompt payment should be indicated separately.

### **15.4 Size of Contract**

The University of Sunderland does not guarantee that the quoted quantities/values will be met or exceeded.

### **15.5 Terms & Conditions**

University of Sunderland's Standard Conditions of Contract for Goods and Services apply to any contract or order resulting from this tender. The University reserves the right to make any amendments as deemed necessary for the effective procurement of the service(s).

### **15.6 Freedom of Information**

The University is a Public Authority within the meaning of the Freedom of Information Act 2000.

Consequently, even if a confidentiality agreement has been agreed, information in relation to this tender and all correspondence received may be made available on demand in accordance with the Freedom of Information Act 2000.

Applicants should state if any of the information supplied by them in response to this contract notice is confidential or commercially sensitive. This will not guarantee that the information will not be disclosed in

response to Freedom of Information requests but it will be examined in the light of exemptions provided in the Freedom of Information Act before a decision to disclose or not disclose is made.

For further information, refer to the Information Commissioner's Guidance: Awareness Guidance 5 Annex:  
<http://www.informationcommissioner.gov.uk/eventual.aspx?id=1024>

## **15.7 Data Protection**

Suppliers to the University shall comply in all respects with the provision of the Data Protection Acts 1984 and 1998 and shall indemnify the University of Sunderland against all action, costs, expenses, claims, proceedings and demands which may be brought against the University for breach of statutory duty under the Acts which arise from the processing of personal data by the supplier and/or its servants and agents.

## **15.8 Equality**

- 15.8.1 Suppliers to the University will comply with legislation for the prevention of discrimination on the grounds of disability, race, gender, sexual orientation, age, religion and belief and the promotion of race equality. The supplier is required, where appropriate, to provide information to the University of Cumbria on its compliance with such legislation and the practices and procedures it has in place to prevent unlawful discrimination and to promote race equality and equal opportunities.
- 15.8.2 Suppliers to the University shall not discriminate directly or indirectly against any person on the grounds of their colour, race, nationality or ethnic or national origins contrary to Part II of the Race Relations Act 1976 (Discrimination in the Field of Employment) and/or contrary to Part III of the Act (Discrimination in Other Fields) either in employment or in service and/or contravene Part IV of the Act (Other Unlawful Acts).
- 15.8.3 Suppliers to the University shall comply with the provisions of the Race Relations Act 1976 in all dealings with sub-contractors.
- 15.8.4 Suppliers to the University will comply with the Employment Equality (Age) Regulations which came into force on 1<sup>st</sup> October 2006.



FORM OF OFFER  
REF: - UOS/CATERING/0408



**University of  
Sunderland**

**FOR THE SUPPLY OF: - Catering Services LOT 2**

I/We hereby tender for the supply of the goods/services described in the attached schedule to the University of Sunderland in accordance with the University of Sunderland Terms and Conditions of Purchase and any supplementary conditions which form part of this invitation to tender.

Name of  
Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Name:  
(Please  
print): \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Person to be contacted in the event of a query regarding the tender, if different from above

Name \_\_\_\_\_ Position \_\_\_\_\_

Tel: \_\_\_\_\_ Ext: \_\_\_\_\_

## DECLARATION

REF:- UOS/CATERING/0408



**University of  
Sunderland**

### DECLARATION - LOT 2

I/We the undersigned confirm that I/We have read, understood and agree to comply with all the terms and conditions described in this tender documentation and applying to any contract arising from this tender exercise, in the event that my/our tender is successful.

Name of Company \_\_\_\_\_

Signature \_\_\_\_\_

Name (Please print) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATE OF BONA FIDE OFFER**  
**REF: - UOS/CATERING/0408**



**University of  
Sunderland**

FOR THE SUPPLY OF: Catering Services LOT 2

We certify that this is made in good faith, and that we have not fixed or adjusted the amount by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not: -

- i) Until the contract has been made:
  - a) communicate to any person, other than the person inviting these offers, the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain Insurance quotations required for the preparation of the offer:
  - b) enter into any agreement or arrangement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted:
- ii) Pay, give or offer or agree to pay or to give any sum of money, or other valuable consideration directly or indirectly to any person, for doing or having done or causing or having caused to be done, in relation to any other offer or proposed offer for the goods/services, any act or thing of the nature described in (I) (a) or (b) above.

We acknowledge that if we have acted or shall act in contravention of this certificate, the University of Sunderland will be entitled to cancel the contract and to recover from ourselves the amount of any loss and expense resulting from such cancellations.

In this certificate the word "person" includes any persons and any body or association, corporate or unincorporated: "any agreement or arrangement" includes any transaction, formal or informal, and whether legally binding or not.

Name of Company \_\_\_\_\_

Signature \_\_\_\_\_

Name (Please print): \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## **16 Invitation to Tender**

Please ensure all questions answered specifically refer to the question reference number, and are answered in the same order sequence under the associated section headings.

### **A Service Delivery**

- A1 Provide details of the type of Management Information relating to this contract the University would receive and state the frequency of the information which is to be provided.
- A2 Provide a sample invoice and cost breakdown for items purchased on behalf of The University
- A3 How do you intend to achieve and exceed the aspiration of an increased Customer experience in this LOT? In your response consider how you will continually innovate, what benchmarking activities you will undertake, what brands you will introduce, how you will maintain interest and avoid repetition, your menu aspirations and your service levels, your answer MUST be tailored to the University of Sunderland requirements and not be standard company information.
- A4 Provide a management structure for the contract and an organisation chart which demonstrates how the operations would be managed. Include costs for ALL personnel who would be charged to the contract. State how you propose to recruit all levels of staff for the contract.
- A5 In the case of an Executive lease, detail exactly the on-site staff your organisation requires to provide the contract i.e. the personnel that would be employed by your organisation, based on the University's premises and directly costed to this contract.
- A6 Provide the CVs for all key personnel directly linked to this contract.
- A7 Provide a management structure for field based staff who would support the contract and include profiles of Operations/Area Manager and Director or equivalent. Please also detail where these individuals are based and their availability.
- A8 Detail the nature and frequency of visits, and other monitoring and review activities from management and support staff not costed to this contract and state what such activities would seek to achieve.
- A9 State how many operations your Operations/Area Manager and Director are responsible for and the geographical spread of these sites
- A10 Performance quality and customer satisfaction are key indicators for the contract. Assurance mechanisms are therefore applicable to each lot and must be effectively implemented and constantly reviewed. Please explain the specific initiatives you would introduce and detail your process for management and review.
- A11 All services and food/provision offered MUST mirror the concept specified in the outlet information. Please provide sample menu cycles with selling prices and standard portion sizes or retail range and selling prices as appropriate to the lot, in your proposal, which must integrate the University fair, ethical and sustainable philosophy.
- A12 Specify the induction and training (on and off job) that will be provided to all staff for the first year to develop the service and comply with legislation. Provide a training and development program in support of your statement.
- A13 How do you intend to market your services to the University Community? Please consider in your response what marketing activities are planned and how will they be managed, and detail marketing activity and promotions initiated in the first year, showing at what stage throughout the year. This information MUST be specific to the University of Sunderland.

## **B Cultural Fit**

- B1 How will you achieve and exceed the universities aspirations regarding the environment, and its fair, ethical and sustainable philosophy? In your response please consider the policies and activities you will introduce and indicate how these will be communicated to the customer.
- B2 Please describe the “cultural fit” between your organisation and the University of Sunderland.

## **C Suitability/Similar Experience**

- C1 Please detail contract wins and losses within the past 12 months. Provide full details of no less than 10 current contracts operated by your organisation.
- C2 Please explain in no more than two sides of A4, why the University of Sunderland should appoint your organisation to this contract. Why are you suitable and what added value can your organisation bring to the University?

## **D Risk Transfer/Mitigation**

- D1 How long would you require as a minimum lead in period?
- D2 Outline what action you would take to ensure a smooth mobilisation in the event of your company being awarded the contract. Please enclose a critical path analysis in support of your programme.
- D3 Please detail any costs which are to be borne by the University of Sunderland.
- D4 All tenderers will be required to comply with their statutory obligations in relation to existing staff of the University assigned to the Catering Service and to continue to employ these staff. For the avoidance of doubt, such obligations shall include as a minimum, compliance with the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Transfer of Employment (Pension Protection) Regulations 2005. Tenderers should set out clearly their proposals to comply with both of these pieces of legislation and should also clearly set out their proposals in relation to pension provision for transferring employees.
- D5 What benefits do you offer to your employees?
- D6 What arrangements do you have in place for employee relations? State how this would be applied to the University of Sunderland.
- D7 Please provide proposals to transfer risk from the university or share risk with the university. Please consider in your response, business risk and operational risk (including staff), investment plans and performance guarantee elements such as: quality, customer satisfaction, payroll costs, capped subsidy, guaranteed income, reward schemes, profit share.

## **E Price and Cost Effectiveness**

### **Catering Financial Model Proposals - LOT 2**

The University of Sunderland will provide back and front of house equipment currently in situ and viewed during site visits or as indicated for new operations. Please note that this does NOT include front of house Beverage machines which are currently provided free on loan. The contractor will be expected to provide this equipment to support the operation. Please include this cost in your proposals.

The contractor is required to provide an investment plan to support innovation and requirements to continually refresh branding etc.

The contractor must submit a business plan for the 5 years of the contract. The University will consider a longer contract period which will be dependant upon the level of investment proposed.

While it is generally recognised that some Contractors prefer to use a combination of profit (management fee) and retained purchase discount in order to achieve an overall level of fee income to themselves, within this Contract and for evaluation purposes this must be shown as one figure against the Contractors fee line.

The same reason and principle applies regarding the requirement for food/provisions to be net of all purchase discounts. Again, this is in order to evaluate the Contract on an on-going basis and any changes to unit purchase pricing must be agreed in writing with the University.

### **FINANCIAL INFORMATION REQUIRED FOR EXECUTIVE LEASE ONLY**

#### **1 FINANCIAL SUMMARY**

Please complete each business model and show projected sales, income, gross profit, labour, expenditure to support improvements, projected Head Office non-operational costs, management fee and any other relevant costs that are deemed necessary. Supporting notes are required.

#### **2 MANAGEMENT FEE**

If appropriate please show the breakdown of your management fee. Incentivised schemes will be considered favourably by The University.

#### **3 ON SITE MANAGEMENT COSTS**

Please clearly show all costs associated with the staff you will employ to provide on – site management of the University's catering services and any costs for support staff not based at the University's premises who will be charged to the contract if applicable.

#### **4 EXPENDITURE TO SUPPORT ANY PROPOSED IMPROVEMENTS**

Tenderers are required to detail the nature and extent of such expenditure. Please note that a rationale to support the expenditure will be required, demonstrating the necessity and the calculation of benefit. Please do not cost for associated disposables, cleaning materials, IT support, cash collection etc as these are classed as operating expenses.

#### **5 PURCHASING**

If the Tenderer can procure goods more cost effectively than the existing arrangements then full consideration will be given to this possibility.

## **PERFORMANCE GUARANTEE**

Performance Guarantee Elements and Key Performance Indicators will be agreed with the successful contractor. The University expects that these would be, but, are not limited to: customer satisfaction, quality performance, payroll, sales and capped subsidy

### **Basis of Calculations**

Please provide detailed supporting note and calculations for each income and expenditure line.

If the Contractor proposes to financially invest in the catering facilities, the following details should be included within the Contractor's tender submission:

- Illustrations
- Any time scales associated with implementing.
- Detailed breakdown of all costs/works schedules.
- Repayment of any Capital Investment from the Contractor including terms and conditions.

### **Value Added Tax**

The Contractor shall state how they propose to manage the VAT on behalf of the University in terms of tariff, purchases and service liability.

The Contractor shall provide sample financial reports.

**PROPOSAL 1 – NIL COST & PERFORMANCE GUARANTEE**

Income (NIL Cost & performance guarantee)	Year 1	Year 2	Year 3	Year 4	Year 5
Counter Sales					
<b>Total Income</b>					
<b>Total Food Provision Cost</b>					
Total Gross Profit					
Gross Profit %					

Expenditure	Year 1	Year 2	Year 3	Year 4	Year 5
Labour costs (inclusive)					
Recruitment Advertising					
Laundry					
Cleaning Materials					
Non foods/disposable					
Stationery/Computer					
Marketing					
Head Office costs					
Staff Training/development					
Telephone					
Postal					
photocopying					
Light Equip Replacement					
Cash collection					
Capital Investment					
Miscellaneous *					
Opening Costs*					
Contractor Management fee					
Client fee (Profit Share)					
<b>Total Expenditure</b>					
Estimated Net Profit (for profit share) (Total cost less Gross Profit)					



\*Please provide explanation for your Opening Costs

\* Please provide explanation for your miscellaneous costs

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Net Tender Price (ex VAT)</b>					
Estimated VAT Liability					
Gross Tender Price (inc VAT)					

Please provide comments in support of your business plan for Nil cost & Performance Guarantee below:

**PROPOSAL 2 – COST PLUS & PERFORMANCE GUARANTEE**

Income (Cost Plus & performance guarantee)	Year 1	Year 2	Year 3	Year 4	Year 5
Counter Sales					
<b>Total Income</b>					
<b>Total Food Provision Cost</b>					
Total Gross Profit					
Gross Profit %					

Expenditure	Year 1	Year 2	Year 3	Year 4	Year 5
Labour costs (inclusive)					
Recruitment Advertising					
Laundry					
Cleaning Materials					
Non foods/disposable					
Stationery/Computer					
Marketing					
Head Office costs					
Staff Training/development					
Telephone					
Postal					
photocopying					
Light Equip Replacement					
Cash collection					
Capital Investment					
Miscellaneous *					
Opening Costs*					
Contractor Management fee					
Client fee (Profit Share)					
<b>Total Expenditure</b>					
Estimated Net Profit (for profit share) (Total cost less Gross Profit)					

- \*Please provide explanation for your Opening Costs
- \* Please provide explanation for your miscellaneous costs

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Net Tender Price (ex VAT)</b>					
Estimated VAT Liability					
Gross Tender Price (inc VAT)					

Please provide comments in support of your business plan for Cost Plus & Performance Guarantee below:

**PROPOSAL 3- EXECUTIVE LEASE**

Income (Executive Lease)	Year 1	Year 2	Year 3	Year 4	Year 5
Counter Sales					
<b>Total Income</b>					
<b>Total Food Provision Cost</b>					
Total Gross Profit					
Gross Profit %					

Expenditure	Year 1	Year 2	Year 3	Year 4	Year 5
Labour costs (inclusive)					
Recruitment Advertising					
Laundry					
Cleaning Materials					
Non foods/disposable					
Stationery/Computer					
Marketing					
Head Office costs					
Staff Training/development					
Telephone					
Postal					
photocopying					
Light Equip Replacement					
Cash collection					
Capital Investment					
Miscellaneous *					
Opening Costs*					
Contractor Management fee					
Client fee (Profit Share)					
<b>Total Expenditure</b>					
Estimated Net Profit (for profit share) (Total cost less Gross Profit)					

\*Please provide explanation for your Opening Costs

\* Please provide explanation for your miscellaneous costs

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Net Tender Price (ex VAT)</b>					
Estimated VAT Liability					
Gross Tender Price (inc VAT)					