

LOT 3 – PRESTIGIOUS SITES CATERING SERVICE

Specification of Requirement



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1. Preamble

The City of London is the local authority for the City of London, as well as having a number of private interests. Its policies are dedicated to maintaining the City as one of the world's leading international financial and business centres and to providing high quality services for its resident and business communities and for London as a whole. The City's duties range from the upkeep of open spaces outside the City such as Epping Forest and Hampstead Heath, to the management of the Barbican Centre. As well as the usual local authority services such as housing, waste management, education, social services, environmental health, and town planning, it also has responsibility for the City of London Police and the Central Criminal Court at the Old Bailey.

The City fully supports the ambitions of the Good Food for London initiative and believes a professional catering organisation will already be in a position to demonstrate its commitment to introduction of nutritious, healthy menus using fairly traded, sustainably sourced and/ or high animal welfare products.

LOT 3: Prestigious Sites Catering Service

Lot 3 consist of the following departments:

Central Criminal Court Also known as the Old Bailey, this is probably the most famous criminal court in the world, and has been London's principal criminal court for centuries. It hears cases remitted to it from all over England and Wales as well as the Greater London area. Customers of the catering services include members of the public on jury service, Sheriffs, Judges other members of the legal profession, Police Officers, invited guests and Court Staff.

Mansion House The Lord Mayor (LM) is the Head of the City of London Corporation (CoL), which, in part, provides Local Authority Services for the Square Mile. The Mansion House (MH) not only serves as the official residence of the Lord Mayor and his/her family and is thus "their home" for the year but also houses the private office and acts as a place of significant and high profile hospitality on behalf of the CoL, the domestic and international business City and Her Majesty's Government. In addition to this, many other Commercial, Charity and Livery occasions take place each year. The House also contains many items of fine art, plate and statues worth many millions of pounds aside from their historic value.

2. Introduction to Specification

- 2.1 This Specification sets out the nature of the services to be provided under the Catering Services contract. 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.

- 2.2 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 service provider will co-operate with the City during the course of the contract to provide such services as are required and to develop and improve the services to meet changing needs.

3. Background to our Responsible Procurement approach

- 3.1 The City of London Corporation is committed to Responsible Procurement of goods, services and works and is implementing a three-year Responsible Procurement (RP) Strategy 2016-2019.¹ The RP objectives of most relevance to this contract, along with where the related requirements are outlined in this Specification are as follows:

Objective within the City Corporation's Responsible Procurement Strategy	Corresponding Section in this Specification
Ai) Safeguarding health and safety	Section 4 and Section 5.1
Aii) Mitigating air pollution	Paragraph 10.1 and Section 10.5
Bi) Combatting social exclusion through targeted employment	Paragraph 12.15
Biii) Embedding equalities considerations	Section 12.16
C) Supporting local economic regeneration	Section 5.2 and Paragraph 12.14
Di) Promoting sustainable food, farming and animal welfare	Section 5.2 and 17.1
Dii) Buying green products and services	Section 5.2, Section 10.2, Section 10.3, Paragraphs 10.5.10 and 10.5.11
Div) Optimising environmental management practices	Section 10
E) Maximising resource efficiency: Waste minimisation and the circular economy	Section 10.2, Section 10.3 and Section 10.4
Fi) Ensuring energy efficiency	Section 10.4
Hiii) Striving for fair remuneration up the supply chain	Section 5.2 and 17.1

4. Hygiene and Food Safety

¹ <https://www.cityoflondon.gov.uk/business/tenders-and-procurement/Documents/responsible-procurement-strategy-2016-2019.pdf>

- 4.1 Food must be presented and served at an appropriate temperature for safety and eating quality. These temperatures must be set by the Service Provider for its staff and monitored at appropriate times. 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).

The Service Provider shall:

- Comply with all legislation and regulations (as amended) including the Food Safety Act 1990, Food Premises (Registration) Regulations 1991, Food Safety (General Food Hygiene) Regulations 1995 and Food Safety (Temperature Control) Regulations 1995; plus Food Standards Agency codes of conduct and guidance;
- Use due diligence in the procurement, storage, preparation and usage of all food materials;
- Develop and implement appropriate operational policies, procedures and practices to ensure food safety and hygiene standards are maintained at all times that comply with a "Safe Catering" programme based on Hazard Analysis and Critical Control Points (H.A.C.C.P). The Service Provider shall provide assurance in the form of documentary evidence that this has been done;
- Require any supplier, manufacturer, wholesaler, distributor or other party involved in the Service Provider's supply chain for this Contract to comply with all appropriate Food Safety and Labelling legislation, and any other subsequent amendments or changes made during the term of this contract.;
- Details are available in the Food Law Guide on the Food Standards Agency website;
- Establish and maintain procedures for the safe operation of temperature-controlled vehicles. Any vehicles deployed by the Service Provider must be designed to allow them to be adequately cleaned and disinfected. Such vehicles must be kept clean and in good order to prevent contamination. Such vehicles used must be reserved for food only and marked as such, when there is a risk of contamination. Such vehicles must not be used to transport anything other than food where this may result in contamination. Where necessary different products should be separated effectively to protect against the risk of contamination. Foodstuffs in conveyances or containers must be placed so as to minimise the risk of contamination;
- Maintain systems for ensuring food is handled, stored, prepared and cooked appropriately and provide daily evidence of food temperature control at the key points of delivery including time and temperature of cooking, processing and storage. The Service Provider's records shall be available for inspection;
- Ensure that all fridges and freezers are checked for correct operation a minimum of twice a day during the working week and temperatures recorded. Any problems with fridge or freezer temperatures shall be reported immediately to the City;

- Clearly label all foods containing nuts and other allergens and other potentially harmful ingredients both on the menu and on any service platters, counters or other places where food is served; and
 - Maintain an effective menu planning and food usage control system, to minimise the amount of waste generated and all waste must be recorded.
- 4.2 The premises are subject to inspections by the local authority Environmental Health service. The City may also elect to carry out additional inspections. Neither of these will not normally be announced in advance and will form part of the performance-measuring programme outlined in this document.
- 4.3 Any matters that arise relating to food safety (Food Hygiene or Food standards) must be referred immediately to the Catering Manager and then to the Contract Manager for the catering contract who will be responsible for resolving the problems in conjunction with the Service Provider.
- 4.4 The Supplier must comply with any directions given by the City in relation to fire safety and emergency evacuation of the premise.
- 4.5 Comply with all food safety and hygiene legislation covered in the Food Standards Agency's "Food Law Guide"²
- 4.6 Provide clear information containing the allergenic foods listed in Directive 2003/89/EC

5. Food Standards: Safety, Quality, Transparency and Responsible Sourcing

5.1 Safety, Quality Assurance and Transparency

- 5.1.1 The Service Provider shall use their purchasing power to negotiate prices (net of discounts) that are lower than the City could obtain in their own right. All "off invoice" discounts are to be returned to the City. Raw material prices quoted in the tender shopping basket will be monitored throughout the contract and increases ahead of the general level of food inflation will not be accepted.
- 5.1.2 The Service Provider shall:
- Ensure all food provided meets current UK laws governing the sale and consumption of food, as covered by the Food Law Guide on the Food Standards Agency website;
 - Provide assurance that current food law legislation has been complied with by, for example, supplying products that are certified as meeting EN 45011 or equivalent;
 - Ensure all food served must be produced in a way that meets UK legislative standards for food production, or equivalent standards.

² <https://www.food.gov.uk/business-industry>

- Service Providers or food suppliers shall ensure the traceability of fresh, chilled and frozen produce in accordance with current UK legislation or equivalent.
- The service provider or supplier must have systems in place to enable it to check and ensure authenticity of products.
- In line with the industry principles on country of origin information, suppliers shall indicate the origin of the meat, meat products and dairy products either on the menu or accompanying literature³

5.1.3 The acceptable quality standard should reflect best practice and the standards that are expected in comparable organisations.

5.1.4 The Service provider shall procure all necessary raw materials, which must be of an appropriate quality to produce safe food that is in all ways acceptable to customers. Fruit, veg or other products deemed unacceptable for sale due to lack of aesthetic appeal, while still fresh, should be considered for use as ingredients or should be donated, rather than being discarded.

Meat Products

5.1.5 The Service Provider shall:

- Adhere to the Meat and Livestock Commission's public sector specifications for cuts of beef, lamb as given on their web site;
- Ensure the percentage meat content of any processed food is clearly labelled, that it meets or exceeds the minimum requirements laid down in the new meat products regulations and complies with the definition of meat in the Food Labelling Regulations (SI 1499/1996), as amended;
- Ensure that beef-burgers and similar meat products (e.g. Grill-steaks, patties) contain not less than 62 per cent meat content;
- Ensure that sausages consist of minced meat and cereal filler with other permitted ingredients in animal or synthetic casings. Animal casings shall be of the same species as the meat used. The meat used shall consist entirely of uncured, sound, wholesome meat and be free from bone, tendon and substantially free from connective tissue, rind and gristle. Offal cannot count towards the meat content and, if present, must be specifically labelled (e.g. kidney), i.e. the generic term offal cannot be used; and
- Ensure that pork sausages have a minimum pork content of 42% of the product
- Ensure pork and beef sausages have minimum meat content of 30%.

5.1.6 Horticultural Produce

As a minimum all produce (fruit, nuts, vegetables, salad crops & mushrooms) to be of Class 1 standard as defined by the EC published on the DEFRA web page⁴. Where there are no EC Class standards, the principles of Class 1 will apply to their specification.

³ Further information on [origin principles](#) from the [Food and Drink Federation](#)

⁴<http://www.rpa.gov.uk/rpa/index.nsf/UIMenu/6332FD65A87EFA178025712A00439A33?Opendocument>

5.1.7 Cheese & Cream

Cheese and cream must as a minimum comply with 'The Cheese and Cream Regulations 1995'⁵ for imported cheeses or where no standards are listed the principles of Class 1 will apply to their specification.

5.1.9 Special and Religious Diets

- Where products for ethical or religious diets are required, the Service Provider is to agree with the City the standard of compliance. It is to agree specific assurance processes for this compliance and is to provide appropriate evidence.
- Provide at least one breakfast, lunch and snack option (hot or cold) that is gluten-free.

5.2 Responsible Sourcing

In accordance with the City's Responsible Procurement Strategy, Service Providers are required to deliver sustainable food and as part of food sourcing, promote sustainable and high animal welfare farming methods, whilst supporting local economic regeneration.

The Soil Association's Food for Life Served Here (FFL)⁶ awards recognise catering companies approach to: Sourcing environmentally friendly and ethical food; making healthy eating easy; and championing local food producers. This scheme provides a somewhat flexible, externally audited framework, which is closely aligned with the City's goals. As such, Service Providers are required to attain the following:

- At least Bronze Level within 6 months of contract commencement
- At least Silver Level within 18 months of contract commencement
- At Gold Level within 36 months of contract commencement

The City will liaise directly with the Soil Association to cover the cost of audit and site fees, so these should not be included in the management fees or elsewhere in the Service Provider's cost model.

The City at its discretion may accept a similar, independently audited scheme which is deemed by the City to be of equivalent level of ambition to FFL. The criteria are as follows; restrictions on GM ingredients, additives and artificial trans fats, seasonal menus, food provenance transparency, dietary and cultural considerations, sustainably sourced fish, higher animal welfare standards incl. free range eggs (progressing to free range meat), sustainable farming methods (progressing to a proportion of organic produce) fresh food preparation training for staff, appropriate supply chain food safety standards and support for local food producers.

The full list of specific criteria contained within FFL has not been detailed within this Specification due to the fact that it is based on a flexible, points-

⁵ http://www.opsi.gov.uk/SI/si1995/Uksi_19953240_en_1.htm

⁶ https://www.soilassociation.org/media/9212/standardshandbook_caferestevents.pdf

based approach. The following specific requirements therefore relate to separate, Corporate stand-alone policies and commitments, which must be adhered to as part of the delivery of this service **in addition to** criteria chosen from the FFL scheme. Service providers must, as part of hot, cold (including vending) food service provision:

- Adhere to the UK Government Buying Standards for Food and Catering⁷ on all criteria including production, traceability, authenticity, origin, animal welfare, seasonal produce, sustainably sourced fish, sustainable palm oil/ derivatives and availability of tap water.
- Serve sustainably sourced fish, as stipulated by the City Corporation's Sustainable Fish Cities Pledge⁸ All fish, including fish ingredients, are demonstrably sustainable with all wild fish caught meeting the FAO Code of Conduct for Responsible Fisheries⁹. Service providers should refer to up-to-date information on sustainable fish for caterers¹⁰. No 'red list' or endangered fish shall be used under any circumstances¹¹.
- Source all eggs, including fresh in-shell, liquid & powdered eggs, from free range hens, as per the Corporation's related Policy. All eggs should have a brand to ensure that they are from free range hens.
- The service provider should source sustainably produced soy products if at all possible¹²
- Source 50% Fair Trade products such as tea, coffee, sugar, fruit, chocolate and rice (depending on relative risk of origin) as required by the City Corporation's Fair Trade Resolution. Such products will be clearly labelled and declared on menus and in publicity material. Other labelling schemes developed to ensure the fair trade of such products, deemed to be of equivalent robustness by the City Corporation may be permitted by mutual agreement.
- All menus displayed in the restaurant must highlight meals that contain special garnishes, organic ingredients, Fair Trade products etc. In addition it must be clearly signposted that healthy eating alternatives are being provided.

6. Healthy and Nutritious Food

⁷ <https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>

⁸ <https://www.sustainweb.org/sustainablefishcity/london/>

⁹ Verified by a [Marine Stewardship Council](#) (MSC) certification or equivalent, or with a sustainability rating 1 or 2 ('[fish to eat](#)') on the MCS Fish finder.

¹⁰ Good fish guide – summarised simple advice from the Marine Conservation Society ([free to download](#)).

¹¹ With a sustainability rating 4 or 5 ('[fish to eat very occasionally or avoid](#)') on the Marine Conservation Society's Fish finder.

¹² In recognition of the significant damage that soy farming has caused in regions such as South America in terms of land use change, release of CO₂ from timber and soil, water and soil pollution, biodiversity loss, prolific use of GMOs impacting localised organic farming and the displacement of communities, amongst other issues.

- 6.1 A selection of menu items, both hot and cold, will be provided, at each site, which promotes wholesome, healthy and nutritional food as well as providing customers with an opportunity to reduce salt, fat and sugar and increase fibre. It shall be possible for all customers to be able to benefit from the 5 A DAY programme which aims to help people to become healthier by encouraging them to increase their consumption of fruit and vegetables. Portion sizes shall be of a level so that customers can assess if they have achieved the recommended daily intake.

6.2 Salt

The service provider shall ensure:

- Vegetables are cooked without added salt
- At least 25% of procured meat and meat products, breads, breakfast cereals, soups and cooking sauces meet FSA salt targets and all stock preparations are lower salt varieties
- Where salt is added after cooking/ preparation, customers add their own salt. Salt offered is in small sachets (not applicable to Mansion House).

6.3 Fruit and Vegetables

The service provider shall ensure:

- A portion of fruit is cheaper than a portion of hot or cold dessert
- At least 50% of the volume of desserts available are based on fruit
- Fruit is always available, is visible, attractively presented and easy to pick up.

6.4 Fat and Sugar

The service provider shall ensure:

- Products procured are lower in saturated fat where available e.g. cheese, milk, oils and spreads¹³.
- At least 25% of breakfast cereals are higher fibre and lower sugar varieties.
- At least 50% of complete meals (i.e. ready prepared meals) and pre-packed sandwiches are not classified as “high” (as defined by FSA front of pack nutrient labelling criteria) for more than one of either salt, total fat, saturated fat or added sugar.
- Savoury snacks are only available in packet sizes of 35g or less.
- Confectionery and packet sweet snacks are in the smallest standard single serve portion size available within the market.
- No more than two portions of food that has been deep-fried, batter-coated or breadcrumb coated, each week

6.5 Starchy Foods

The service provider shall ensure:

¹³ In addition, at least 25% of hard yellow cheese has maximum total fat content of 25g/100g; at least 50% of milk is lower fat; and at least 50% of oils and spreads are based on unsaturated fats (**Bronze standards**) or at least 50% of hard yellow cheese has a maximum total fat content of 25g/100g; at least 75% of milk is reduced fat; and at least 75% of oils and spreads are based on unsaturated fats (**Silver standards**).

- If chips are served, there is always a healthier starchy alternative. Where rice is served, boiled/ steamed rice is available as an alternative to pilau/ fried rice
- Wholegrain varieties of carbohydrates are available
- Bread with no added fat or oil must be available every day

6.6 Healthier Drinks

The service provider shall ensure:

- Reduced sugar (<5%) alternatives are offered alongside sugar containing drinks.
- Tap water is visible, freely available and easy to pick up
- Healthier drinks are positioned at eye level
- Combination drinks are limited to a portion size of 330ml. They may contain added vitamins or minerals, and no more than 150mls fruit or vegetable juice. Fruit or veg juice combination drinks must be at least 45% fruit or veg juice.

6.7 Promotion

The service provider shall ensure:

- Healthier options are the first choices people see (not labelled as healthy)
- Healthier options are highlighted on the menu (online and at point of sale) (not labelled as healthy)
- Healthier options are highlighted in advertising (not labelled as healthy)
- Healthier options are made appealing to customers, through description and display

6.8 Portion size and pricing

The service provider shall ensure:

- A healthier meal/ sides should not be more expensive than other meals/ sides on offer that day
- Higher fat/ salt dishes/ sides should not be sold as an unlimited portion
- Smaller portions are available if requested (between 1/2 to 1/3 of a standard-size portion)

6.9 Preparation

The service provider shall ensure:

- A polyunsaturated or monounsaturated fat or oil is used when cooking food
- The cooking oil in deep fat fryers is heated to the optimum temperature, normally between 175 and 190c and the thermostat is accurately calibrated
- Excess fat is drained from the food before serving (“shake, bang, hang”)
- The oil is properly maintained (the fryer is skimmed throughout service; oil is topped up after every session and regularly filtered)

7. Meals, Menus and Dietary Requirements

The catering offer will be agreed in the light of the successful tender and the quality must reflect the descriptions/illustrations in the tender and demonstrated on visits and/or by examples. It must be capable of being operated successfully within the constraints of space, facilities and services. The quality, freshness and presentation of food should be consistent throughout the meal service.

Throughout the contract period, the Service Provider shall develop menus that offer a variety of foods to avoid menu fatigue or boredom on the part of customers and that respond to changes in fashion and taste. If there is a repeated menu cycle, it must be sufficiently long to avoid menu fatigue or boredom.

The standard of service that the service Provider is required to provide at each site is detailed in Schedule 1 - Specification of Requirement: Site Specification and Assignment Instruction.

The following specification represents the minimum standard of service that the service Provider is required, where applicable, to provide:

- Wide choice of traditional breakfast items – i.e. sausages, bacon, choice of poached, scrambled, fried eggs, tomatoes, mushrooms, hash browns and lighter options such as Porridge, Breakfast Cereals, hot savoury snack (as appropriate), toast, and croissants;
- A minimum of 2 hot main courses non-vegetarian option and 1 hot main course vegetarian option, one of which should be a healthier, lower-fat option (ideally pulse-based);
- Jacket potatoes with a choice of at least two fillings, to be varied on a daily basis;
- Fish options should be varied in terms of variety and cooking medium;
- A choice of at least 1 potato, option, one of which must be cooked in a medium other than fat;
- Selection of sandwiches and baguettes with a choice of brown, white and wholemeal bread and at least 4 fillings to be varied on a daily basis, at least one of which should not contain butter or mayonnaise;
- A full range of salads and where practical salad bar;
- Selection of plain and fruit yoghurts;
- Selection of cakes and pastries baked on the premises;
- Selection of fresh fruit;
- Selection of hot and cold beverages;
- Fruit Juice; and
- Selection of Crisps and confectionery.

Please note that the healthiest cooking methods should be employed in the preparation of all meals on site

The Service Provider must produce weekly lunch menus. The Service Provider shall ensure that the menu changes daily.

All menu items shall, where possible, remain available during the entire lunchtime periods specified for each location. Suitable substitute items may be offered towards the end of lunchtime service in order to reduce food wastage.

All meals will enable customers the opportunity to select well-balanced, nutritious meal, this should be actively promoted on site.

Food will, at all times, be presented to customers in an attractive and appetising manner. Food counters will be monitored constantly and filled, cleaned and adjusted to achieve this, when necessary, by the Service Provider.

All menus displayed in the restaurant must highlight meals that contain special garnishes, organic ingredients, Fair Trade products etc. In addition it must be clearly signposted that healthy eating alternatives are being provided.

The Service Provider shall provide menus that reflect the needs of special dietary customers, whether for cultural, religious reasons or allergies in the planning and promotion of menus and selection of dishes.

The Service Provider is responsible for preventing food cross-contamination during storage, preparation and service eg use separate plates and utensils for cooked and raw foods and separate fryers for meat, fish and vegetables.

Menu items suitable for special dietary customers must be clearly labelled eg vegetarian, halal, kosher, lactose free etc.

8. Catering Service Requirement

The Service required at each site is detailed in Schedule 1 - Specification of Requirement: Site Specification and Assignment Instruction.

The catering service provided shall include but not be limited to

Central Criminal Court (Old Bailey)

Shrieval Dining - The Service provider is required to provide a high quality menu to the Sheriffs, Judges and their guests each day for between 25-30 diners approximately.

A fixed price two-course luncheon plus cheese and biscuits and fresh fruit lunch menu is to be offered daily. The Service provider shall prepare and cook traditional and contemporary dishes in the main kitchen before transferring to the dining room servery on the GM floor prior to service. For Judges not able to attend lunch a sandwich lunch tray is to be delivered to the Judges Chamber if required in lieu of lunch prior to the service of the Lunch.

The fixed price of the menu is to fully recover the cost of food only. Any additional charges e.g. labour and management fee are to be shown separately. Alcoholic and soft drinks are to be provided and charged at cost separately and are not to be included in any costings apart from the service element. This facility must be costed and invoiced separately to the other areas of service

The Service provider will be responsible for providing front of house services in the dining room including but not limited to providing the service of pre-lunch drinks in the City Lands Room to the City of London Sheriff on duty, HM Judges and guests, (soft and alcoholic beverages to be provided by the contractor and invoiced at cost price separately), laying up the dining room prior to service, serving at table using silver service techniques including the service of soft drinks and water. Clearing and washing of all tableware, glassware, and cutlery and associated equipment. The service of lunch will commence at 13.09 and end at 13.55 prompt.

From time to time there may be a requirement for formal evening functions. The Service provider shall be required to discuss the arrangements with the organiser and offer a suitable standard of menu. No functions are to be agreed without the written consent of the Contract Manager at the Court. These functions will be delivered and paid for on an 'as and when' basis by the organiser of the function. The Court reserve the right to charge the service provider for building services used during this period (utilities, security overtime, boiler operatives overtime)

For the Shrieval service the Service provider shall provide a daily three-course lunch meal at a set price per cover. Food quality must be of a high standard and is to be prepared in the main kitchen, with service to Judges and Sheriffs by Service providers staff in the Lord Mayors and Sheriffs' dining room on the GM floor as a formal lunch in 45 minutes. The charge to be levied to the Corporation each month is to include the number of covers served, any labour cost, direct overheads and management fee applicable. The Service provider will also provide an ad hoc served beverage service in the Shrieval areas as required and provide tea and biscuits for HM Judges between 16:30-17:30.

The Service provider will provide and launder white cloth table napkins to use at lunch daily and white tablecloths used at service points. The quality to be provided shall be agreed with the contract Manager. The cost of this provision should be included in the fixed costs of the Shrieval Dining tender.

Barmess -The service provider is to operate a cafeteria-style service throughout the morning and lunch period that is to offer a range of hot and cold meals, snacks and beverages. The minimum standard for Barristers and legal representatives is:-

The Service provider is required to provide for the normal range of dietary requirements and for any specific local requirements.

Hot & cold beverages, confectionery and cakes/pastries shall be available throughout service

Where a main meal is served, staff shall be available to serve customers freshly produced food at peak times.

Lunch shall comprise as a minimum a choice of sandwiches, salads, soup and snacks, and choice of hot dishes may also be provided.

Jurors Dining - The service provider is to operate a cafeteria-style service throughout the morning and lunch period that is to offer a range of hot and cold meals, snacks and beverages

Jurors are entitled to obtain food from the court catering facilities up to the value of **a daily subsistence allowance**. This is currently **£5.71** and is adjusted periodically by Her Majesty's Court Service Each Juror has their own swipe card, which will be loaded with daily allowance that will entitle them to receive food from the restaurant. The allowance will not carry-over to the following day if unspent or part unspent.

For the value of the allowance, the appointed service provider is required to provide jurors with sufficient food and drink to sustain them through the day, i.e. 3 hot or cold drinks and a snack or sandwich plus one item of fruit or confectionery although it should be noted that due to the length of some court cases sufficient variety of offer must be available to sustain customers interest. If a juror requires further food and beverages then they will be required to pay in cash. Subject to agreement, the Service provider may impose a limit on the number and/or value of certain items, which may be provided within the allowance, for example confectionery.

In conjunction with court staff, the Service provider is required to ensure that jurors are aware of the feeding arrangements on their first day of service. This is normally done by the Catering Manager presenting a short speech, and providing handouts or flyers as appropriate.

The Service provider shall raise an invoice weekly to the Court for the tariff value of actual food provided to jurors in that week. The backup information included with the invoice shall include the amount claimed for each juror. The Service provider shall maintain sufficient records to ensure there is a full audit trail.

The Corporation would like the Service provider to consider the use of a token system to allow jurors to obtain a beverage outside of normal opening times. It would operate on the basis that the juror would pay for their beverage in advance through their daily entitlement with a token handed over for use when the catering service was closed.

The Service provider will be required to work with the Court to monitor the number of jurors attending each day (known as a sitting day) to ensure that at

the end of the month both the Court and Service provider concur on the number of jurors that have used the facilities.

The **minimum standard** for jury dining is:-

The Service provider is required to provide for the normal range of dietary requirements and for any specific local requirements.

Hot & cold beverages, confectionery and cakes/pastries shall be available throughout service.

Where a main meal is served, staff shall be available to serve customers freshly produced food at peak times.

Lunch shall comprise as a minimum a choice of sandwiches, salads, soup and snacks, and choice of hot dishes may also be provided.

Where jurors are considering a verdict over the lunch period, they are not allowed to leave the jury room, therefore in such cases jurors will order from a pre-prepared selection of sandwiches, fruit, confectionery and drinks. The order will be given to the Service provider by Court staff, and the Service provider shall deliver to the door of the jury room. Although court staff will make every effort to deliver orders by 12:30, this is not always possible. The Service provider shall deliver orders to the jury room between 12.30 and 13.00.

Second Floor Facility - with the Second Floor facility the Service provider is to propose the most appropriate service to minimise cost but optimise revenue.

The current facility is to be reviewed by the Service provider with a proposal to modify the service to ensure a more cost effective solution.

Current users are court staff, witnesses, press, police, administration personnel and other Court users not catered for elsewhere.

Vending Services - Confectionary, snacks, hot and cold drinks where applicable, to be kept stocked and priced consistently with counter prices. A range of organic and farm assured and fairly traded products shall be included within the stocking policy for vending. All fresh foods shall not remain in the machines for longer than 24 hours.

The **minimum standard** for this service is:

Hot & cold beverages, snacks and confectionery to be available.

A member of staff to be available during a core period of 11.30-14.00.

Mansion House

Private Domestic – A “food only” provision for smaller events (generally up to 18 covers) being held within the Lord Mayor’s Private Apartments.

Mayoral Occasions – A “food only” provision for Corporation events organised by the Mansion House where a preferential tariff is set to reflect this business.

Corporation, Charity and Livery Functions – Accounting for approximately 50% of all events where a preferential tariff is set to reflect the essential role of these organisations in supporting the business of the City of London. For Corporation, Charity and Livery functions, the City of London Corporation is seeking a concession from the Caterer, which will be used to meet the cost of providing the utilities required to operate and maintain the catering areas and invest in the upkeep of the catering assets. This concession will not exceed 5% of annual sales (excluding VAT).

Commercial Catering – Outside organisations staging events within the Mansion House are charged a commercial rate which should reflect its status as an iconic location and compete favourably within the venue market. For commercial catering events, the City of London Corporation is seeking a concession from the Caterer, which will be used to meet the cost of providing the utilities required to operate and maintain the catering areas and invest in the upkeep of the catering assets. This concession is not expected to be less than 10% of annual sales (excluding VAT).

Beverages - Tea, coffee, fruit juices, bottled water and biscuits for conferences, meetings or special occasions when required (This service is only to be provided when payment is being invoiced) As part of PSFP initiative it is the policy of Government to promote fairly traded products particularly refreshments (tea and coffee). The Service Provider shall demonstrate their ability and willingness to make such products readily available.

Buffet lunches - for conferences, meetings and special occasions (this service is only to be provided when payment is invoiced).

Special Events - The service provider may also be required to cater on site for between 10 – 100 people for annual events such as the Lord Mayor’s show and Old Bailey Carol Service reception. The provision at such events is likely to include delivery of this service shall be by local negotiation with the Contract manager.

Hospitality Ethic - Hospitality services will be served in accordance with the requirements of the customer according to professional standards. Hot beverages will typically be served in insulated flasks of an appropriate size; food will be self-service from platters. For buffets and meals, appropriate menus or signage will be displayed to inform customers of the content. Vegetarian products and items for special dietary requirements (e.g. religious, health, cultural) will be segregated and signed clearly. Plates, cups and cutlery shall take account of the need to promote sustainability. Service must be prompt, friendly and efficient, recognising the needs and circumstances of

the customer. No customer should take more than 5 minutes from entering the restaurant to completing their till transaction.

Conferences, Meetings and function suites must be served, no later than 5 minutes of the time agreed with the customer. All rooms must be cleared promptly following meetings – no more than 10 minutes after the notified time.

It is essential that the Service Provider is flexible and responsive to the service needs of the City, customers, visitors and guests. Changes may be required at relatively short notice.

9. Tariffs

- 9.1 General Tariffs shall represent good value for money and must be competitive against local commercial operations. All prices shall be displayed fully inclusive of VAT. Tariffs shall be fixed in agreement with the Corporation for a minimum period of one year and thereafter reviewed annually, unless market forces dictate.
- 9.2 Jurors. The Service provider shall set a realistic commercial tariff for food and beverages that ensure that prices are competitive with local shops/retail outlets. It is imperative that the Service provider considers that Juror satisfaction will be an important factor of the overall service delivery.
- 9.3 Barmess. The Service provider shall set a commercial tariff to recover all costs attributable to this service to include labour, food and overheads.
- 9.4 Second Floor Facility the Service provider shall set a realistic commercial tariff for food and Beverages that ensure that prices are competitive with local shops/retail outlets. It is imperative that the Service provider considers that customer satisfaction will be an important factor of the overall service delivery.
- 9.5 Pricing the service provider will be expected to work towards reducing the cost of providing Catering services to the Jurors, Barr Mess and Second Floor Facility to a reduced cost contract. Tenderers should include plans to achieve this aspiration.
- 9.6 The service provider shall operate the Jurors, Barmess and Second Floor Facility on the basis of a Fixed Sum, to include Labour Costs and Direct Overhead Expenses. The Fixed Sum shall be paid in arrears at the end of each Period each payment being 1/12th of the annual figure.
- 9.7 Labour costs contained within the Fixed Sum are to include core labour costs for the Jurors, Barmess and Second Floor Facility.
- 9.8 For the Shrieval service the Service provider shall charge the Corporation each Period as follows:
 - for actual number of meals produced during the Period

- Weekly shopping list of supplies required on Shrieval floor
- one twelfth of the agreed management fee
- the element of labour required to produce the service

10 Environmental Management Systems (EMS)

10.1 Within three months, the Service Provider shall implement an EMS that specifically applies to the catering unit. This EMS must include descriptions on how;

- the waste hierarchy will be applied to packaging, consumables and food
- sustainable materials will be sourced
- energy (relating to CO2 and other GHG emissions) and water will be used as efficiently as possible
- how air pollution (relating to PM and NOx emissions) will be minimised.

The EMS need not be externally audited, but the Service Provider shall provide performance indicators and continuous improvement targets, which will be assessed as part of the supplier evaluation process and throughout the lifetime of the contract. The remainder of Section 9 describes the minimum requirements that must be included within the EMS.

10.2. Waste Minimisation, Recycling and Disposal

10.2.1 Waste Management - General

The Service Provider shall:

- manage and dispose of waste products, materials and substances arising from the supply of the goods or service in compliance with the duty of care under section 34 of the Environment Protection Act 1990 and other relevant regulations
- collect all waste streams remove to the designated areas on site, where it is to be put into appropriate containers for re-cycling and composting with the residue safely stored for disposal as refuse.
- provide the City with copies of Waste Transfer Notes for all waste streams as evidence as part of periodic contract management meeting with the City.
- The Service Provider shall meet best industry practices by actively demonstrating that is applying the waste hierarchy principles to all waste management operations chosen, including:
 - providing clearly labelled, visible segregated bins, available to staff and customers to place their waste in (cans, bottles, cardboard and plastics) within the catering and dining areas.
 - actively promoting programmes that encourage the reduction in the amount of waste that is generated.

10.2.2 Packaging

The Service Provider shall:

- Aim to produce and use as little packaging as possible and actively demonstrate the reuse and or refilling of containers, crates, pallets, boxes, cartons, cushioning and forms of packaging.
- Retain ownership of and take back all packaging materials unless otherwise agreed in writing by the parties; and
- Collect any packaging left at the City's premises within the period agreed in writing between the parties. Where no period is specified the Service Provider will return to the City's premises within seven working days of the issue of notification in writing by the City that packaging is to be collected by the Service Provider. The City will dispose of packaging materials not collected by the Service Provider within the agreed period and the Service Provider will be charged for all the associated costs of this disposal.

10.2.3 Unless otherwise agreed in writing between the parties:

- Use biodegradable or recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and forms of packaging, where these fulfil other packaging specifications;
- If requested in writing to do so, produce evidence to satisfy the City that recycled materials have been used;
- Use packaging that is capable of recovery for further use or recycling; and
- Review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist.
- Maximise the use of returnable forms of packaging for deliveries
- Minimise the use of non-returnable packaging and reduce the environmental impact (e.g. re-cycling) of packaging that is disposed of e.g. serving milk, condiments and sauces in re-usable containers, rather than disposable/individual sachets, where this does not compromise food safety

10.2.4 Food waste

The Service Provider shall take steps to minimise food waste in their on-site operations by:

- Creating a food waste minimisation plan as part of the EMS, describing what actions they will undertake in order to promote food waste avoidance, including food redistribution¹⁴
- Review and revise the actions they are taking with suitable regularity so as to continue to reduce food waste wherever possible; and
- Feed back to clients on progress and results with suitable regularity.

10.2.5 Consumables

¹⁴ Example of partner organisations include; City Harvest: <http://www.cityharvest.org.uk/>, OLIO: <https://olioex.com/>, Too Good to Go: <http://toogoodtogo.co.uk/> Plan Zheros <https://planzheroes.org/#!/>

The Service Provider shall reduce the amount of waste by:

- Minimising the use of disposable cutlery, plates and cups;
- Serving milk, condiments and sauces in re-usable containers where it does not compromise food safety;
- Incentivising the use of reusable cups/ mugs and thereafter using only recyclable disposable cups
- Where viable, using glass bottles/ jugs, or other reusable containers to provide drinking water as part of hospitality services.

10.3 Sustainable Materials

All tissue paper purchased by the Service Provider e.g. kitchen and toilet tissue, napkins and hand towels, must be recycled and unbleached
Takeaway containers and cutlery must be biodegradable.

10.4 Energy and Water

- The Service Provider shall be responsible for managing the use of energy and water provided by The City (on the basis of a meter-supply or other arrangement). The Service Provider is required to use them economically and to institute and maintain procedures to monitor/control and minimise the usage of energy and water.
- Catering is a relatively labour intensive activity, as such, much of the potential energy savings relate to working practices. It is therefore the Service Provider's responsibility to minimise usage by utilising energy and water saving devices and/or methods.
- Service Providers should include an Energy Saving plan within their EMS i.e. detailing responsibilities and stating what actions will be taken. This should include guidance and training for catering staff on actions they can take to minimise energy consumption. Guidance is available from the Carbon Trust.¹⁵
- Monitoring of consumption shall be reported to The City where metered arrangements exist.

10.5 Deliveries to Site

Air Quality

10.5.1 As it has now been classified as an Air quality Management Area, within the Square Mile engines must be switched off when vehicles are stationary on a delivery for longer than one minute.

10.5.2 As part of the City Corporation's Air Quality Strategy¹⁶, all relevant contractors to the City Corporation are now being asked to put additional measures in place to help reduce air pollution in the Square Mile, as part of the delivery of

¹⁵ https://www.carbontrust.com/media/138492/j7895_ctv066_food_prep_and_catering_03.pdf

¹⁶ <https://www.cityoflondon.gov.uk/business/environmental-health/environmental-protection/air-quality/Documents/city-of-london-air-quality-strategy-2015.pdf>

contracts. This has become an unavoidable requirement due to the fact that the quality of the City's air is now considered to be harmful to health.

10.5.3 The City Corporation is taking a flexible approach by providing a menu of options that Service Providers may select from, to be initiated within the first six months of contract commencement. Bidders are asked to state which option they choose to put in place as part of the EMS and this will be monitored over the lifetime of the contract. An outline commitment within the EMS will suffice, as details can be elaborated in collaboration with the City upon contract award, however one of the following options must be chosen:

- **Set ambitious targets** for the reduction of NOx and PM10 emissions from vehicles used to deliver our catering service over the life of the contract.
- **Develop a logistics approach** that avoids deliveries during peak congestion and pedestrian footfall times, that reduces the air quality impact of the contract on days of 'very high' air pollution and aims to minimise the number or relative impact of vehicle trips overall.
- **Regular green driver training** for the majority of staff or sub-contractor's staff (where relevant) used on the City's contract, with regular feedback to drivers and a commitment to continuously improve performance over the life of the contract
- **Retrofit and trial a new technology** on delivery vehicles that supports AQ improvement e.g. gear shift indicators, stop-start ignition, software for green driver etc., followed by a feasibility study for further roll out if the trial proves successful
- **Trial a zero emission vehicle**, or at least a zero emission capable vehicle with the support of the City of London Corporation, followed by a feasibility study for further roll out if the trial proves successful.

Noise

10.5.4 In line with the City's Noise Policy¹⁷, deliveries and collections close to residential accommodation which are likely to cause disturbance, loss of amenity or a nuisance are discouraged between 23:00–07:00 weekdays and Saturdays, with no deliveries permitted on Sundays and Bank Holidays. In exceptional instances where there are no alternatives to servicing taking place outside these times, Service Providers required to use quiet delivery methods to minimise disturbance or nuisance.

Clearing and Cleaning

10.5.5 Customers in the restaurant are encouraged to clear dirty plates/trays to trolleys. However, the Service Provider shall be responsible for cleaning of tables. The Service Provider shall ensure the dining area is kept clean and tidy throughout the period of service. In the event that debris is left on a table or anywhere else, it should be cleared within 5 minutes of the table being vacated.

¹⁷ <https://www.cityoflondon.gov.uk/business/environmental-health/environmental-protection/Documents/city-of-london-noise-strategy-2012-2016.pdf>

- 10.5.6 Ensure that, prior to use, surfaces used for hospitality are clear and clean and that after use these surfaces are left free from marks and spillage. If it is not possible to clean surfaces because a meeting is in progress the Service Provider should return at the earliest opportunity to clear crockery, cutlery, spillages and food residue.
- 10.5.7 Cutlery and crockery are to be washed thoroughly, following the manufacturer's instructions for the dishwashing machine and those of chemical supplier. All cutlery and crockery are to be stored in an appropriate manner and must be clean, dry, and free of smears and stains when presented to customers at each meal.
- 10.5.8 The Service Provider shall be responsible for maintaining designated areas within the facility in a clean and tidy state, to standards that are to the satisfaction of the City. These standards must be maintained throughout the service period.
- 10.5.9 Cleaning materials must be stored and used with due regard to the Control of Substances Hazardous to Health (COSHH) Regulations. They should be bought in concentrated form for dilution on site where this is the safest and most environmentally preferable option.
- 10.5.10 Due regard must be paid to the environmental impact of the used chemicals. In line with the City's own Corporate Cleaning contract, cleaning products used must adhere to the Government Buying Standards for Cleaning Products and Services¹⁸. Once the chemicals proposed in their tender by the Service Provider have been approved, they must not be changed without the prior approval of the City, such approval not being unreasonably withheld.

Hazardous Substances

- 10.5.11 Replace hazardous substances with more benign substances and where they are necessary ensure that they are labelled, stored, used and disposed of in accordance with legislation and best practice. For those cleaning products that fall outside the scope of the UK Government Buying Standards, the Service Provider shall wherever possible use biodegradable ingredients (water or plant based products) in preference to chemical cleaners and bleach. If bleaches must be used they must not be chlorine based. In no case should NPE (nonylphenol ethoxylate) be used, alcohol ethoxylates are a suitable alternative.
- 10.5.12 The Service Provider shall take action to effectively control vermin or pests in the catering areas in accordance with the Food Standards Agency codes of conduct and guidance. The Service provider shall report to the City any evidence of infestation as soon as practically possible. The City shall be responsible for managing the Pest control contract. The Service Provider shall be responsible for taking any remedial action recommended by the City's Pest control contractors to mitigate recurring incidences of pests.

¹⁸ <https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-cleaning-products-and-services>

11 Equipment

- 11.1 It is the responsibility of the Service Provider to maintain the equipment it uses to deliver the catering services. The Service Provider and the City of London responsibilities in relation to equipment repairs, maintenance and service standards are detailed in Schedule 1 - Specification of Requirement: Catering Equipment Repairs and Maintenance.

The site plans with equipment layout (where appropriate) is detailed in Schedule 1 - Specification of Requirement: Site Specification and Assignment Instruction.

A telephone line will be provided free, but calls will be metered and charged to the Service Provider. The City has a policy to monitor internal & external telephone calls.

12 Staffing, Management and Training

- 12.1 The Service Provider shall provide sufficient trained management and staff of appropriate ability, skills and experience to provide a professional and efficient service to the specified standards. The Service Provider shall also ensure that there is an adequate complement in reserve of trained, competent and security cleared staff, available to cover for holidays, sickness or any other absence.

- 12.2 The minimum standards of training are:

- All staff are trained in basic food safety prior to commencing work and they hold or pass the Chartered Institute of Environmental (CIEH) Introductory Food Safety Certificate, or equivalent, within six weeks of commencing work;
- Supervisory staff and cooks should hold the minimum of a Foundation Level Food Safety qualification – e.g. CIEH Level 2 Foundation Certificate;
- Managers should hold the minimum of an Intermediate level Food Safety qualification - e.g. CIEH Level 3 Intermediate Food Safety Certificate and suitable health & safety qualification – e.g. a NEBOSH National General Certificate in Occupational Health and Safety or equivalent;
- All staff (including temporary/agency staff) must be fully inducted and trained in all areas of work in which they are involved in compliance with Health & Safety at Work Act and the Control of Substances Hazardous to Health (COSHH) Regulations; including but not limited to: use of all machines relevant to their work areas; handling and usage of cleaning materials; personal hygiene and presentation; and lifting and handling.

- 12.3 The Service Provider shall guarantee the minimum skill levels for key members of staff, including temporary staff, as follows:

Chef Manager

- City & Guilds Qualification 706/1 & 706/2 or equivalent;

- NEBOSH National General Certificate in Occupational Health and Safety or equivalent;
- Minimum of two (2) years management experience in managing a similar catering facility;
- Good Customer Care Skills.

Catering Assistants

- Minimum of 6 months experience in a similar catering facility, or suitable training must be provided at the Service Providers expense.

- 12.4 The Service Provider shall provide certified documentary evidence of such training to the City on request. An annual training programme shall be prepared on the basis of individual assessments of competence and needs. Progress on the training is to be recorded and reported. Specific arrangements are to be made to ensure that new, temporary/casual and agency staff are appropriately trained and briefed for the tasks to be assigned to them.
- 12.5 The City shall approve, in advance, the appointment of the General Catering/Chef Manager from candidates proposed by the Service Provider, such approval not being unreasonably withheld.
- 12.6 The Manager or nominated Deputy shall be available at all times during the opening hours of the Services.
- 12.7 The Service Provider is encouraged to gain accreditation to the Investors in People or equivalent standard.
- 11.8 The Service Provider shall maintain proper standards of food safety, personal hygiene and personnel apparel, in accordance with the Industry Guide to Good Hygiene Practice at all times. All staff must be smart, wearing a clean uniform of a design to be agreed by the City. All staff must be appropriately dressed for their functions with protective clothing (including low heeled, non-slip sole shoes) when cooking, cleaning and carrying out other tasks.
- 12.9 The Service Provider shall not retain at the premises any person who in the reasonable opinion of the City fails to conduct himself or herself in accordance with the standards of behaviour required by the City for its own employees. The Service Provider shall implement its own disciplinary procedures to resolve any issues of conduct that are brought to its attention by the City.
- 12.10 The Service Provider shall ensure that the General Catering/Chef 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.
- 12.11 The Service Provider shall co-operate with the City to provide a safe and appropriate working environment for Catering staff.

12.12 The Service Provider's staff will not be permitted to smoke whilst on duty, and there shall be no smoking in any of the City's buildings, excepting in designated smoking areas.

12.13 The Service Provider shall ensure appropriate cover for catering staff during any absence e.g. due to sick leave, annual leave, maternity leave and training.

12.14 Local economic regeneration

The service provider shall provide opportunities for Small and Medium-sized enterprises, local businesses and/or social enterprises in the supply chain, along with policies to ensure prompt payment.

12.15 Combatting social exclusion through targeted employment

The service provider shall support recruitment from the City and the 10% most deprived London Boroughs according to the English Indices of deprivation¹⁹ and consider opportunities for apprenticeships or targeted recruitment from these boroughs.

12.16 Equality and Diversity

The service provider or food supplier shall have a written equality and diversity policy to help ensure it and its sub-contractors are compliant with employment law provisions in the UK Equality Act (2010).

In addition, to ensure the procuring authority meets its public sector equality duty, the contractor or food supplier shall have a policy in place as to carrying out its business, such as in terms of awarding sub-contracts or procuring goods, in a way that is fair, open and transparent

13 Security

13.1 The City shall provide 24-hour security for the restaurant and catering areas as an integral part of the site security and maintenance arrangements.

13.2 The Service Provider shall comply with all security requirements placed upon them by the City, including the vetting of all staff members. This process requires the Service Provider to submit a completed security questionnaire complete with two forms of ID including a valid passport, current utility bill or photographic driving licence. The form also requires each applicant to evidence five years of checkable history. Form to be submitted to the building managers at least 14 working days prior to when the staff are expected on site.

13.3 The Service Provider shall ensure that all security arrangements for each catering facility are understood and adhered to by all catering staff. All staff

¹⁹ <http://dclgapps.communities.gov.uk/imd/idmap.html>

will be issued with photographic security passes and must wear them at all times. Security passes are to be surrendered on termination of employment or at the end of the contract. The Service Provider's staff shall be responsible for notifying the City in the event of a security pass being lost or mislaid.

14 Administration

The Service Provider shall:

- 14.1 take full responsibility for stock control, ordering of and payment for day-to-day consumable items and provisions;
- 14.2 ensure that all sales are rung through the till(s) provided. Records are required of the daily transaction count in all service points with till(s) with a separate count for each period. Where there are no tills, daily sales sheets or similar records should be used to provide a daily transaction count;
- 14.3 be responsible for invoicing the City, monthly in arrears for one thirteenth of the annual contract. To be supported by a monthly trading statement showing details of income and expenditure. The claims shall be forwarded to the designated City employee for scrutiny and approval, who shall, when the claims are found to be correct, certify the amount due for payment to the Service Provider.
- 14.4 Maintain full and proper accounts to submit for Audit purposes and for examination by the City's Finance/Procurement Department.
- 14.5 Maintain full and proper books of account and these supporting documents will be available for information by authorised City's personnel or other nominees at any time. Supporting documents must include:
daily menu book recording quantities or portions of each dish and item prepared and sold
record of purchases and discounts received
a staff register and attendance record
- 14.6 The Service Provider shall provide all necessary IT hardware and software to support the running of the facility.

15 Customer Feedback

- 15.1 The Service Provider shall encourage customer feedback (including displaying prominently suitable comment cards/book, setting up an intranet site) and shall deal promptly, reasonably, efficiently and courteously with customer comments and criticisms arising from the provider's operation of the Services. A record is to be kept of all comments and the resulting actions. The Service Provider shall notify the City of any serious customer complaints as soon as it is reasonably practicable.

- 15.2 The Service Provider shall conduct or cooperate with the City on any surveys of actual and potential customers, which may be agreed as part of the monitoring of performance.

16 Auditing and Performance Monitoring

- 16.1 The Service Provider shall monitor its own performance based on the methodology and key performance indicators (KPIs) agreed during the contracting process.
- 16.2 The City shall monitor the Service Provider's performance on the agreed KPI's & Performance management meetings basis. The Service Provider shall maintain appropriate records and provide the City with such information and data, on a monthly basis, to monitor operating/financial and quality in terms of nutrition and sustainability. In the event of an unsatisfactory level of quality being sustained, the Service Provider shall 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.
- 16.3 The Service Provider shall permit the City or its representative's at all reasonable times to enter the Catering Areas for the purpose of inspection.
- 16.4 The City reserves the right to audit the Service Provider's accounts that are relevant to this contract and the premises and systems of the Service Provider.

17 Marketing and Merchandising

- 17.1 The Service Provider shall endeavour to maximise customer satisfaction, including preparing a monthly marketing programme, to the approval of the City, which includes promotion of healthy eating and responsible procurement initiatives. The marketing programme must, as a minimum, include all national promotion activities, such as Fairtrade fortnight. This must be discussed in advance and agreed by the City.
- 17.1 The Service Provider shall be expected to continuously improve the service and the value of the contract by working with the City to suggest and implement innovate products and solutions in the delivery of the service. The Service Provider will be expected to assist the City of London in developing and implementing strategies to contain any increasing costs (e.g. food, London Living Wage) for the duration of the contract.

18 Innovation in Service Delivery

- 18.1 The Service Provider shall be expected to continuously improve the service and the value of the contract by working with the City to suggest and implement innovate products and solutions in the delivery of the service. The Service Provider will be expected to assist the City of London in developing and implementing strategies to contain any increasing costs (e.g. food, London Living Wage) for the duration of the contract.

19 Contract Management

The City shall actively manage the contract by:

- 19.1 Appointing a Contract Manager who shall be responsible for all aspects of the catering service contract and will be the point of communication between the City and the Service Provider. The Service Provider shall be informed in writing of any change in responsibilities.
- 19.2 The Service Provider shall be required to appoint and inform the City of the named person who shall be their contract manager, and key point of communication. This experienced individual is expected to have the authority to speak on the Service Provider's behalf. The City must be informed in writing of any changes to the individual's roles and responsibilities.
- 19.3 Formal minuted monthly Contract meetings shall take place between the City and Service Providers contract manager to discuss the service performance. Meeting format and dates to be agreed between the City and Service provider. The Service Provider is to provide monthly performance reports and analysis including data on the agreed key performance indicators prior to the contract meetings.