

This sample tender document is for training purposes only and does not constitute a genuine requirement or Invitation to Tender

East Suffolk: Invitation to Tender Document

Part A - Instructions and Information

Title: Cake Supply Contract

Reference: 1234-TEN-O



Welcome to the Invitation to Tender Part A - Instructions and Information document for Cake Supply Contract. Part A contains all the information you need to submit a compliant completed tender. Part B is the Response Pack which needs to be completed and returned by the tender deadline.

Please read the instructions and information carefully and clarify anything about which you are unsure.

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Section A: Overview of the tender

The below provides an overview to help you understand this procurement and the Council's requirements. Further detail to supplement and support these headlines is included within the later sections of these instructions. For the avoidance of any doubt, all sections should be reviewed together, prior to completing and submitting Part B.

What are we looking to purchase?	East Suffolk Council is looking to appoint a suitably qualified and experienced baker of cakes, to bake and deliver four cakes a week each to its Riverside and East Suffolk House offices, 51 weeks a year. Further details are included in Section C: Specification.																
Price/Budget	Maximum budget of £40,000 over the five year term.																
Contract Details	East Suffolk Services Short Form Agreement. A copy is attached at Appendix B. [not included in this sample tender document] The contract period will be between 1 October 2024 and 30 September 2027 with additional optional extensions of 2 years (3+1+1) East Suffolk Council will not accept any amendments to the contract which are deemed as substantial.																
Award criteria	50% price, 50% quality AND any mandatory Pass/Fail requirements as below. If you fail any of the mandatory requirements, your tender will not continue in the procurement process. <table><tr><th>Award Criteria</th><th>Maximum Score</th></tr><tr><td>Price</td><td>50</td></tr><tr><td>Experience, Skills and Capacity</td><td>20</td></tr><tr><td>Food Hygiene and Ingredients</td><td>20</td></tr><tr><td>Social Value</td><td>10</td></tr><tr><td>Financial Viability and Tax Information</td><td>Pass/Fail</td></tr><tr><td>Additional Information</td><td>For information only</td></tr><tr><td>Mandatory declaration Form</td><td>Pass/Fail</td></tr></table>	Award Criteria	Maximum Score	Price	50	Experience, Skills and Capacity	20	Food Hygiene and Ingredients	20	Social Value	10	Financial Viability and Tax Information	Pass/Fail	Additional Information	For information only	Mandatory declaration Form	Pass/Fail
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Mandatory declaration Form	Pass/Fail																

Commented [AM1]: A copy of the contract terms will be published with the tender documents for you to review and check you can comply with

Procurement Timeline

Invitation to tender issued and Start date for clarifications from Suppliers*	[Insert Date Published]
Supplier clarifications closure deadline*	[Insert Date] [Insert Time]
Deadline for ESC to respond to supplier clarifications*	[Insert Date] [Insert Time]
Submission date for Invitation to Tender *	[Insert Date] [Insert Time]
Evaluation period*	From [Insert Date] to [Insert Date]
Intention to award notification (issuing of Standstill letters)*	[Insert Date]
Standstill period*	From [Insert Date] to [Insert Date]

Commented [AM2]: Supplier clarifications closure deadline is normally minimum of 10-14 calendar days before submission date but falling on a working day.

Commented [AM3]: Deadline for ESC to respond to supplier clarifications is minimum of 6 calendar days before submission date, but falling on a working day

Commented [AM4]: Standstill period is a minimum of 10 calendar days, but neither starting or finishing on a weekend or bank holiday so could be more than 10 days in reality

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Award of contract*	[Insert Date]
Contract mobilisation meeting*	[Insert Date]

Commented [AM5]: Award of contract is the day after the Standstill period finishes

*The Council reserves the right to change the dates or any requirement and any changes will be notified to all tenderers as soon as practicable.

Commented [AM6]: If anything does change including the time for example if the submissions date is extended this will be communicated as a clarification to all suppliers

SAMPLE

Section B: How to submit a tender

All communications and bids must be managed through the In-tend e-sourcing Suite. Any communication outside of the In-tend system, without express permission of the Council will be immediately rejected.

Commented [AM7]: Make sure you put clarifications through In-tend and do not approach an officer directly

If there is any confusion about the opportunity or this Invitation to Tender, please seek clarification via the In-tend clarification process within the timescales specified. Unless identified as a commercially sensitive question and confidential at the time of issue, responses to questions will be published to all tenderers. The Council will review and reserves the right to still publish any questions marked as commercially sensitive if it deems it appropriate in the interests of transparency and equal treatment, however, before doing so bidders will be given an opportunity to withdraw the commercially sensitive clarification.



If you encounter any problems with the submission of your tender, please contact support@in-tend.com or phone 0845 557 8079 / +44 (0) 114 407 006

In an emergency (where In-tend is not available only) please contact procurement@eastsuffolk.gov.uk

After reading through this document please look at Part B- Response Pack. Make sure you complete all mandatory fields and that you sign the form at the end, ideally with an electronic signature, but if not possible handwritten is acceptable. Typed is not acceptable and your tender will be rejected if it is not signed correctly.

When completing your tender:

Commented [AM8]: Make sure you read the dos and don't box carefully as this can affect whether your tender response will be judged as compliant or not.

DO 	DON'T 
<ul style="list-style-type: none">• Ensure that your tender is fully completed in English including answering all questions and completion of the mandatory declaration form or your tender may be rejected.• Check the closing date/time and ensure tenders are submitted on time. Any submissions received after the deadline will not be accepted.• Ensure that the price submitted is fully inclusive of all overheads.• Ensure that the price is displayed in Pounds/Sterling.• Ensure that the mandatory requirements are completed or your bid may be rejected.	<ul style="list-style-type: none">• Attach any additional documents to your submission as these may not be accepted or reviewed, unless specifically requested by the Council.• Make any alterations or additions to the Form of Tender, these will not be accepted, and your tender may be excluded from the procurement process.• Embed documents or add electronic links into your tender submission. Any embedded links not specifically requested will not be evaluated.• Discuss details of the tender with others outside the tender process or unconnected to your proposed tender other than professional

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<ul style="list-style-type: none">• Ensure that your tender submission uses the following formats:<ul style="list-style-type: none">○ For text: Microsoft Word (or equivalent open document text) or PDF. If you are submitting a PDF you must submit a Word copy too.○ For spreadsheets: Microsoft Excel (or equivalent Open document spreadsheet)○ Where documents are embedded within other documents, you must upload these as separate copies• Comply with any tender specific instructions in the tender documents.• Check you can comply with the supplied contract terms.• Keep within the word count for each question and ensure the tender is clear and concise. The Council reserves the right to mark a tenderer down or exclude them from the procurement if its tender contains any ambiguities, caveats, or lacks clarity.• Make sure it is signed by those authorised to do so.	<p>advisors or joint tenderers that may need to be consulted.</p> <ul style="list-style-type: none">• Exceed the maximum file limit of 50mb (no limit on number of attachments which can be uploaded)• Assume you can negotiate the terms of the contract post tender- in most cases the Council cannot and amendments will not be accepted.
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Commented [AM9]: We cannot negotiate post tender so please review the contract terms and use the clarifications period to highlight any possible amendments.

Section C: Specification

1. Overview

In order to show the appreciation of the weekly good work undertaken by East Suffolk Council officers, the Corporate Leadership Team has decided to introduce "Cake Fridays" and are looking to appoint a baker or bakery to deliver four cakes a week to the Riverside office in Lowestoft and four cakes a week to East Suffolk House in Melton, Woodbridge to be delivered by 9am every Friday.

2. Scope

The supplier is required to produce and deliver the following for each office each week (8 in total, 4 for each office):

1x Chocolate sponge with chocolate buttercream icing in both the middle and the top to serve 20 people and marked as to portion sizes. Must not contain nuts.

1x Victoria sponge cake with jam and vanilla buttercream icing in the middle and sugar on the top to serve 20 people and marked as to portion sizes. Must not contain nuts.

1x gluten-free carrot cake with cream cheese frosting to serve 20 people and marked as to portion sizes. Must not contain nuts.

1x vegan coffee and walnut cake to serve 20 people and marked as to portion sizes. Should contain nuts.

The above order may be reviewed after the first 12 months of the contract term depending on feedback from officers.

On occasions such as the Chief Executive's birthday and leaving dos there may be requirements for bespoke, ad hoc cakes. These will be agreed by the contract manager and the supplier on an individual basis. The estimate is six additional ad hoc cakes a year.

3. Supplier responsibilities

The supplier is to ensure delivery between 8-9am every Friday, 51 weeks a year. The exception is Christmas week when no cakes are required. Delivery locations are as follows:

Riverside
4 Canning Road
Lowestoft
NR33 0EQ

East Suffolk House
Riduna Park
Station Road

Melton
Woodbridge
IP12 1RT

The supplier must make sure the cakes are suitably packaged so that they arrive undamaged. Packaging must be recyclable to reduce the Council's impact on the environment in line with the Council's objectives in Our Direction 2028.

All ingredients used for the cakes should be Fairtrade where possible unless no reasonable alternative exists.

4. Technical and/or quality requirements

The successful supplier will need to have either a rating of four or five for Food Hygiene and provide evidence of this certification.

Some council officers have nut allergies, so the supplier will need to ensure there is no cross contamination from the coffee and walnut cake to the others.

5. The Council's responsibilities

The Council will ensure the reception is staffed between 8-9am every Friday to receive the delivery of the cakes.

6. Payments, charging and invoicing

The Council will pay the supplier in arrears monthly.

7. Performance monitoring

ESC officers will be surveyed anonymously for feedback on the flavour, texture and appearance of the cakes every quarter. The target will be 80% good or very good feedback. Should the target not be met for more than three quarters in a row, or three times non-consecutively in a year, the Council reserves the right to terminate the contract.

If the delivery does not arrive by 9am every Friday, without a valid excuse or by prearrangement with the Council's contract manager, more than six times in a 12 month period, the Council may terminate the contract.

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Section D: Evaluation criteria

Commented [AM10]: Ensure you understand how your tender response will be scored

Pricing Score

The formula below demonstrates how your pricing score is calculated:

$$\text{PRICING SCORE (to two decimal points)} = \frac{\text{lowest price}}{\text{bidder price}} \times \% \text{ available}$$

This is calculated on the grand total figure submitted in the Invitation to Tender Part B document, Section B Pricing.

Quality Criteria Marking Scheme

Below is the marking scheme used by all evaluators to score each quality question of the award criteria:

Quality Criteria Marking Scheme	
0	No response/ No evidence provided
2	Very poor. Little evidence of experience/skill/understanding/ability to deliver
4	Weak. Limited evidence of experience/skill/understanding/ability to deliver
6	Satisfactory. Sufficient evidence of experience/skill/understanding/ability to deliver
8	Good. Considerable evidence of experience/skill/understanding/ability to deliver
10	Very good. Exceptional evidence of experience/skill/understanding/ability to deliver in excess of project requirements or with innovation or added value.

Scores achieved for each question under this marking scheme will then be divided by 10 and multiplied by the maximum score available for that question as identified in the award criteria.

All compliant bids will be evaluated and scored by a panel of Council officers individually. Scores for quality questions will then be moderated in a group to produce one final score per question. If there is more than one bid with an equal number of points, then the deciding criteria will be the lowest price.

Tenderers will be notified at the same time and as soon as possible by the Council of the results of the evaluation. The Council will debrief unsuccessful tenderers about the characteristics and advantages of the winning tender.

Section E: Terms and conditions of tendering

Commented [AM11]: Review the terms and conditions to make sure you complete

1. Formalities

- For the purposes of this tender:
 - the Purchasing body will be: East Suffolk Council; and
 - The Contracting Authority will be: East Suffolk Council.
 - The tender must be completed in the name and voice of the economic operator.
 - The Council will not reimburse any tender costs. Work undertaken by the tenderer or any other party without written notification of an award of contract by the Council and prior to an agreed commencement date is done entirely at the tenderer's risk.
 - Tenderers should please be aware that details of current expenditure, budgets or potential future uptake set out in this invitation to tender or any clarification or other document issued as part of the procurement exercise are given in good faith as a guide to past purchasing and current planning to assist them in submitting their tender. They should not be interpreted as an undertaking to purchase any works, goods or services which are the subject of this procurement to any particular value and do not form part of the contract.
 - Please note that the award of contract may be subject to formal approval by the Council and where applicable, a standstill period. Until this is obtained, no contract will be entered into. Once the Council does reach a decision, all tenderers will be informed and debriefed as appropriate.
 - A contract will only be created between the Council and the successful tenderer upon completion of this procurement process and notification of award. Once the Council has authority to enter into the contract the final form will be issued by the Council. The process for completion of the contract will be managed by the Council.
 - The following documents shall form part of the contract between the Council and the successful tenderer:
 - The draft contract and its schedules.
 - The Specification.
 - Other schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
 - The pricing model/schedule (as completed by the successful tenderer).
 - Responses to method statement questions (as completed by the successful tenderer).
- all as may be amended by the Council following any clarification.
- The successful tenderer shall comply with any request to provide proof of documents such as insurance certificates and any other documents as requested by the Council and the Council reserves the right to use a third-party credit checking agency to support and evidence the financial information requested in this document.
 - As a public body, the Council is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and other transparency obligations. Tenderers should therefore be aware that any information submitted as part of this

procurement process may be disclosed by the Council unless it decides in its discretion that an exemption applies. This means that if an organisation is awarded a contract then all information relating to the contract may be published in whole or in part without consent. Tenderers may give a guide about what they consider to be commercially sensitive in their responses but blanket markings are prohibited and the Council makes no guarantees when considering whether or how to disclose information.

2. Clarifications

- As set out in this invitation to tender, any clarification relating to it must be submitted through the e-tendering portal and any question/information considered to be commercially sensitive will be dealt with in accordance with section B above.
- Should a tenderer have any reasonable concerns or queries regarding the procurement, a requirement or the contract proposed, they must please raise this as a clarification during the period set out in this invitation to tender. This will allow the Council to consider whether any changes should be made and any impact on the timescales. If that is appropriate, then the amendments will be issued to all bidders with further instructions. Otherwise, the Council will not accept any amendments to the contract. As such, bids must not be caveated or expressed to be conditional. Any caveated or conditional bids may be rejected by the Council for being non-compliant.
- The Council reserves the right (but is not obliged) to seek clarification of any aspect of a tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Tenderers should be aware that vague or ambiguous answers are likely to score poorly or render the tender non-compliant.

3. Tenderer Obligations

- Tenderers must satisfy themselves as to the accuracy, adequacy or completeness of the information provided in this invitation to tender (or any appendices) or their tender response. If the tenderer wishes to submit a tender it must complete all required fields in Part B - Response Pack. Failure to do so, or not following the instructions in this invitation to tender will make their tender noncompliant and they will not continue in the procurement process.
- Like any legal document, there are formalities in completing and returning a tender response. Tenderers must please ensure that they check who is authorised to sign it on behalf of their organisation. Where the tenderer is a consortium, the tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

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- The tenderer must ensure it has full power and authority to enter into the contract and must do its own due diligence to ensure it can perform the obligations of the contract.
- The tenderer must be of sound financial standing and be operationally capable of performing the obligations of the contract.
- If changes subsequently occur in relation to a tenderer's organisation or anything stated in their tender response, tenderers must promptly notify the Council of them. The Council reserves the right to disqualify any tenderer that fails to duly notify the Council, or if it means that in the reasonable opinion of the Council, a tenderer may no longer be able to meet any eligibility requirements that apply to the procurement process at all times.
- Tenderers must ensure that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between them and the Council or East Suffolk. Any tenderer who fails to do so may be disqualified from the procurement at the discretion of the Council.
- If a tenderer has reservations over sharing information in respect of any contract, they must please formally state this in their tender submission, otherwise the failure to, or refusal to disclose/share information will mean that the Council is entitled to reject the tender.

4. Council's Rights

Further to anything set out above:

- The Council is not making a commitment in issuing this invitation to tender, nor is it bound to accept the lowest tender, or indeed any tender. For the avoidance of any doubt, the Council may make such changes to this procurement as it considers appropriate and may withdraw this invitation to tender at any time.
- The Council accepts no liability for the tenderer's reliance on anything set out in this invitation to tender or the draft contract. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this invitation to tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
- The Council reserves the right not to open or consider any tender received after the submission deadline set out in this invitation to tender or any clarification.
- Where there appears to be an error in a submission, or where the tender reveals errors which could affect the evaluation then the Council may give the tenderer an opportunity to correct or withdraw their offer.
- Notwithstanding the above, there remains no obligation for the Council to clarify mistakes and it may reject non-compliant tenders.
- The Council reserves the right to reject a tender that appears to be abnormally low. Before doing so, an explanation from the tenderer will be requested and the response and evidence will be taken into account but the decision will be the Council's.

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- The Council reserves the right to ask for further financial information at any time during the procurement process.
- Any attempt by a tenderer or those acting on its behalf to influence the contract award process in any way may result in the tenderer being disqualified. This includes but is not limited to devising or amending the content of their or any tender in accordance with any agreement or arrangement with another person (other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance); making arrangements with the effect of prohibiting or excluding any person from tendering; canvassing the Council or any employee or agent in relation to this procurement; offer or give any inducement or award for any improper activity relating to this procurement; attempt to obtain information regarding another tender or tenderer.
- If the Council considers a cover price has been submitted, the tender will be rejected, and the Competition and Markets Authority may further be informed. The tender will also be rejected (or no contract awarded) where the law may require it.
- The Council publishes a Contract Register on its website. Details of the successful tenderer will be published on this. Tenderers must not themselves make any publicity statement about the service, this invitation to tender or the contract unless the Council has given written consent. The invitation to tender must not be copied or shared other than for the purposes of submitting a tender. By taking part in this procurement, tenderers agree to such disclosure or publication by the Council.
- The Council shall be entitled to ask that any contract entered into pursuant to this procurement exercise is executed as a deed.

A Glossary of Terms used can be found on our website:

<https://www.eastsuffolk.gov.uk/assets/Your-Council/Procurement/Procurement-Glossary.pdf>

Section F: Appendices

Appendix A [Our Direction 2028](#)

Appendix B Draft Copy of Short Services Agreement [not included with this sample tender document]

Commented [AM12]: Any appendices (i.e. additional information) to help you write your response will be listed here and provided either as a link or a separate document.