**Introduction**

Derry Theatre Trust (hereinafter called DTT) invites tenders from experienced and competent service providers to apply for the catering franchise at the Millennium Forum.

DTT invites tenders for the provision of Catering/ Restaurant Operation for an initial period of two year commencing Autumn 2022 with an option to renew for a further two years pending agreement from both parties.

As part of the tender process, tenders will be required to present a fixed yearly rental proposal for the contract period.

**Background Information**

The Restaurant, situated within the Millennium Forum in the heart of the City, services the catering needs of a variety of customers using the Millennium Forum. Our client base stretches from Theatre goers, casual diners, corporate clients attending functions / meetings and large group catering for major events.

DTT envisages the successful tender being able to cater for Theatre goers, visitors, and casual diners through providing light lunches/meals, evening menus pre-performance times with a view to developing the Restaurant into a successful establishment outside of the normal performance schedule. There will be an emphasis on providing a quality offering which embodies efficient service, cleanliness and cost effectiveness. DTT is keen to ensure that the quality of the produce will be commensurate with the current offering.

Welcoming over 320,000 visitors each year, over 180 performances, multiple graduations and conferences, DTT are confident that visitor/ user numbers will offer the successful tender an ideal opportunity to be at the heart of the cultural and business offering in the city.

**Letting Details & Criteria**

DTT will not be responsible for the cleaning, repair and on-going maintenance of the caterer’s kitchen equipment.

DTT envisage a 7-day operation with opening hours being a minimum 12pm to 3pm Thursday Friday Saturday of each week and covering all performances/ corporate client needs. DTT however is mindful of the need for the facility to be flexible and adaptable in order to service business needs both during peak and off peak seasonal periods. It is desirable for tenderers to outline if they can demonstrate the ability to fulfil core opening hours as outlined above, or otherwise, and to operate beyond the core times to service peak seasonal periods and also events. The minimum hours of operation shall be agreed in advance with the preferred bidder and shall be included within the catering agreement.

It is the responsibility of the successful tender to ensure payment of all facility fees included in the provision of the contract. This will include Land & Property Rates as set-out by Derry & Strabane District Council; metered Gas, Water and Electricity.

In addition DTT are also be open to the use of this facility after core hours to cater for any night-time economy opportunities that may arise following consultation and agreement with the Chief Executive.

If required the Caterer can apply for a restaurant license to serve alcohol at the facility. The terms of the alcohol license shall be agreed with DTT before its application. Failure to agree terms with DTT shall result in this Agreement being revoked with immediate effect.

At all times the caterer must:

1. Maintain high standards of hygiene and general cleanliness in the preparation, handling and serving of food and beverages and in the use and maintenance of fittings, utensils and equipment and ensure compliance with all statutory requirements [(including the Food Safety (NI) Order 1991 and the Food Hygiene (General Regulations) (NI) 1995 and all relevant Codes of Practice and Legislation)
2. Provide a sufficient number of competent and properly trained staff and take all reasonable precautions to ensure that all staff shall be suitably dressed and shall be presentable.
3. Keep clean at all times areas designated for the use of the Catering Outlets, both internally and externally, including preparation area, server and café area including all kitchen equipment, utensils and tables, chairs and floors.
4. Supply, maintain, launder and replace as required; all furniture and first-aid articles and equipment including all pots, pans and cooking utensils in the Catering Outlets, including kitchen and server areas; and light utensils required in connection with the operation of the Restaurant, including glasses, table coverings, catering staff uniforms and protective clothing.
5. To be responsible for the replacement of any items of equipment or furniture which may be damaged or destroyed through the negligence of the Caterer or its employees, and be further responsible for the routine replacement of all crockery and cutlery which require to be replaced from time to time as a result of breakages and wear and tear.
6. Pay rates of wages and observe hours and regulations of labour no less favourable than those established within the catering industry prevailing in Northern Ireland.
7. Maintain for DTT all statistics as shall be required in connection with the operation and submit quarterly statements of turnover and throughput volume if requested.
8. Accept liability for any injury, loss or damage to any person or property (including DTT employees and DTT property) caused by the Caterer’s negligence or that of its employees or agents and indemnify DTT against any costs, claims and expenses whatsoever in respect thereof.
9. Maintain insurance cover against any such injury, loss and damage, providing for cover of up to £5M in respect of any one incident and produce evidence where required to DTT when requested.
10. Obtain the prior approval of DTT of all promotional and advertising literature intended to be used in connection with the provision of catering.
11. Notify DTT forthwith, of any matters connected with the catering agreement in respect of which repairs and/or maintenance may be required to the building and replacement of equipment and of interior or preparation area and services is the responsibility of the Caterer with the exception of equipment and services owned by DTT.
12. Ensure that safe working practices are carried out at all times by catering employees and/or staff and generally comply with relevant Health and Safety legislation and regulations.
13. Permit authorised DTT employees and agents to have access to and inspect, whenever required, all areas under the Caterer’s control.
14. Comply with all reasonable directions of DTT in connection with the good management of the Restaurant, including compliance with all Fire Evacuation Procedures and training requirements as laid out by the management of Millennium Forum.
15. Comply with DTT’s current No Smoking Policy and with any changes which may be made to said Policy during the period of this Agreement.
16. Comply with all Transfer of Undertakings (Protection of Employment) Regulations 2006
17. Accept all catering rates agreed with current clients.
18. Liaise closely with DTT Management in creating an acceptable pricing structure to address corporate/ business clients catering requirements.

**Decision Making Process**

All decisions regarding the successful tender will be at the discretion of DTT Board of Management and Chief Executive. Decisions made will be based on a number of factors. DTT will evaluate each individual tender on the basis of Financial Value to DTT and Recognised Quality of Service.

1. Each factor should be identified in your tender document namely:-
2. Year established and company background
3. Number of customers currently being serviced per outlet
4. Comprehensive list of catering offer at existing outlets
5. Additional background information
6. Evaluation / Award Criteria

**INSTRUCTIONS TO TENDERERS**

A two stage process will be used to assess tenders.

**Stage 1** of the assessment process will be an examination of the experience of each submitting party

|  |  |
| --- | --- |
| Selection Criteria | Mark |
| Technical Capacity  The Supplier shall effect and maintain insurance necessary to cover their liabilities under this Contract. This will include Public Liability (£5 million) and Employer’s Liability Insurance (£10 million). Copies of all valid insurances should be provided. Failure to provide these documents may lead to a fail mark, however evidence of ability to increase current insurance to required level will be acceptable if demonstrated clearly.  Tenderers must agree to meet the general conditions of contract and the specification.  Tenderers must be registered with your local Environmental Health Department with a current Food Hygiene Rating of 4 or 5 (or equivalent in Republic of Ireland). Or provide a copy of last report/letter for most recent food hygiene visit. Failure to submit evidence of the Food Hygiene Rating or most recent letter/report may lead to a fail mark. | Pass/Fail  Pass/Fail  Pass/Fail |
| Company Experience  The tenderer should have operated a similar business for a minimum period of one year within the last five years. Please fill out and return the document below. Failure to return this document may lead to a fail mark. | Pass/Fail |

Tenders who provide DTT with the relevant information requested will receive three pass marks and move on to stage two and their submission will then be evaluated against the following criteria. Those tenders that fail any of the above three criteria will be set aside.

**Stage 2** – Award Criteria

Tenderers’ must complete –

Quality Evaluation 100%

|  |  |
| --- | --- |
| Criteria | Weighting |
| **Quality Evaluation**  1:  Provide details of your proposed type of Restaurant and its day to day operation at the Millennium Forum. Details provided shall include the nature of the catering offer to be provided; service style, proposed menu/s and prices, opening times envisaged, staffing levels, etc, health and safety Management systems and hygiene management systems.  2:  Provide evidence of previous experience in catering in a fast paced, high quality environment. Documented evidence of previous large scale events. Evidence of planning capability for conference, graduation and multiple discipline events.  3:  Provide details on the proposed marketing and branding of the Restaurant, within the context of its location in The Millennium Forum.  4:  References from previous clients/ establishments detailing ability and success/ | 40%  30%  20%  10% |

**Explanation of Documents / queries during the tender period**

It is the responsibility of prospective facility/service providers (hereafter referred to as ‘tenderers’) to obtain for themselves at their own expense any additional information necessary for the preparation of their proposals (hereafter referred to as ‘tenders’) or ‘expressions of interest’.

Tenderers are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tender is accepted.

Should any tenderer be in doubt as to the interpretation of any part of the contract documents, the General Manager shall endeavour to answer written queries. All queries may be submitted by email to arrive with the General Manager not later than 19th August 2022 at 12 noon. All completed tenders must be submitted as per guidelines set out below to arrive with the General Manager not later than 26th August 2022 at 12 Noon.

Email – [paulm@millenniumforum.co.uk](mailto:paulm@millenniumforum.co.uk)

**Submission of Tender Documents**

1. All Tender Documents, together with these Instructions and completed Form of Tender(s) should be forwarded, by registered post or delivered by hand and a receipt obtained to:

Tender for “Derry Theatre Trust – Catering Franchise”

Mr P Mason,

General Manager,

Millennium Forum

3, Newmarket Street, Derry

BT48 6EB

so as to arrive not later than 26th August 2022 at 12 Noon.

1. Please provide 3 copies of your tender submission and one copy on USB Stick. These copies will enable your submission to be reviewed by tender panel
2. No UNAUTHORISED alteration or addition should be made to the submitted Tender Form(s), or to any other of the Contract Documents. IF ANY SUCH ALTERATION OR ADDITION IS MADE OR IF THESE INSTRUCTIONS ARE NOT FULLY COMPLIED WITH THE TENDER MAY BE REJECTED.
3. All documents requiring a signature shall be signed.
4. Where the Tenderer is an individual, by that individual.
5. Where the Tenderer is a partnership by the duly authorised partners.
6. Where the Tenderer is a company by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
7. Tenders shall be submitted strictly in accordance with the tender documents.
8. Tenderers must ensure that all requested documentation is returned with the completed tender.
9. No name or mark, including any franking machine slogan, is to be placed on the envelope to indicate in any way the identity of the sender.

DTT intend to offer prospective tenderers an opportunity to visit the Millennium Forum and the Restaurant in order to help inform their tender bid. It is proposed to hold site visits on either Thursday 4th August 2022 or Friday 5th August 2022. In order to facilitate any site visits, prospective tenderers should contact the General Manager by email at paulm@millenniumforum.co.uk before or on the Monday 1st August. Please note the time and date may vary.

**Information to be provided**

Tenderers should provide a brief description of the overall organisation of their company.

Tenderers should provide this general background information:

Company Address

Name of all business owners

Contact person (s)

Year established and company background

Number of customers currently being serviced per outlet

Comprehensive list of catering offer at existing outlets

Provide any additional background information

Tenderers must complete and return all relevant tender/pricing, insurance and declaration forms etc.

**Contract Commencement Date**

The Contract start date shall be agreed following the appointment of a successful bidder. It is anticipated that operational commencement of the contract will be no later than mid-October 2022 2022

**Questions**

All questions, requests or other communications regarding this tender must be made in writing to paulm@millenniumforum.co.uk

**Late Submissions**

Tenders submitted after the closing date will not be accepted.

**Format of Tenders**

Those interested in tendering for this project should submit a tender document comprising of:

**Form of Tender**

Evidence of experience including evidence of track record of similar type projects

Company details as per Instructions to Tenderers

Signed and Completed Form Of Tender Document

Copies of Insurances: Public/Products Liability, Employers Liability etc – these can follow once award has been made

Any additional information to support your evaluation of this tender process

**Child Protection**

The Contractor shall at all times comply with DTT’s Policy and Procedures for the Protection of Children and Vulnerable Adults and contractors and sub-contractors will ensure that:

Their employees have a clear commitment to abide by the Policy and Procedures for the Protection of Children and Vulnerable Adults when carrying out their work.

Their employees are subject to appropriate employment checks when carrying out work in DTT facilities.

Failure to comply with any part of this Clause will be deemed a Breach of the Contract.

**Offer and Acceptance of Contract**

DTT will send to the successful tenderer a letter of provisional acceptance of tender. This letter will make clear that the execution of the contract will be subject to a minimum mandatory standstill period of 10 calendar days, from the day after the date of letter of provisional acceptance.

At the same time, DTT will notify each unsuccessful tenderer.