

CHELMSFORD COUNTY HIGH SCHOOL FOR GIRLS

CATERING SERVICES

Tender Assessment Report

Introduction

The information below summarises an initial assessment of the bids received for your consideration.

The tender responses from each supplier can be viewed at the below link on Dropbox. Please let me know if there are any problems accessing the documents:

https://www.dropbox.com/sh/pski5tic1hwoe1t/AABskyii-d-18NQARpx7V_W6a?dl=0

We recommend you take the time to conduct your own review of the bids before making a final decision. We would also suggest that you protect this information carefully and share with other staff only on a need to know basis. As you can appreciate these documents (and the assessment matrix) are commercially sensitive and we need to give a consistent message to suppliers, therefore avoiding miscommunication or challenges from unsuccessful bidders.

Procurement Process

To ensure compliance with the Procurement Contracts Regulations, we have undertaken a full OJEU procurement using the restrictive procedure. The restricted procedure was chosen as it allowed us to pre-qualify suppliers to narrow the number of bids received to a more manageable shortlist.

9 bids were received at the initial Selection Questionnaire (SQ) stage from which 6 suppliers were shortlisted to the tender stage.

Tender Responses

6 bids were received at tender stage from the following suppliers:

1. Catering Academy
2. Caterlink Ltd
3. abm catering Limited
4. Chartwells
5. Cucina
6. Pabulum

Eligibility Assessment

All suppliers met the tender eligibility requirements, are credit-worthy and have adequate turnover and insurance cover.

Quality Assessment (65% of the overall assessment)

1. Chartwells	58.5%
2. Caterlink Ltd	53.6%
3. abm catering Limited	55.3%
4. Cucina	60.1%
5. Catering Academy	50.4%
6. Pabulum	53.6%

Chartwells put forward a strong proposal, here are some highlights from their bid: -

- All their menus meet the Food for Life Served Here Bronze Standard. They cook 85% of their meals from scratch. 95% of their fruits and vegetables are seasonal and 80% of all food products are British. Fish will be MCS/MSC certified, meat will be Red Tractor assured and they will use free range eggs. They follow the School Food Plan Guidelines for age-appropriate portion sizes.
- Chartwells submitted samples menus for lunch, breakfast, and morning break. For breakfast they are proposing cereals, baps/ wraps- hot option, seasonal fresh fruits, yogurts, free porridge daily. For morning break, they are offering toast, crumpets, pizza slices, rolls, pasta, paninis, pancakes, waffles. For lunch, their menu suggests meat or vegetable option plus everyday favourites (salad bar, jackets, hot snacks, pizza and pasta, subs, wraps).
- In terms of the partnership approach, Chartwells are proposing regular meetings with the School (weekly during mobilisation and then as frequent as the Client requests), they will be developing a relationship with the students through creative food and build an online platform to drive vital messages. They will attend parents' evenings, hosting live demos and providing taster pots, encourage discussions via social media and contribute to the school newsletter.
- With reference to improvements, Chartwells is proposing to bring the high street to the dining areas, transforming the look and feel of these spaces with contemporary design that will work in harmony with their Food Union branding. They are proposing a modern colour palette harmonised with tile-effect walls, subtle and stylish downlighting and wooden cladding as well as a Costa Coffee space.
- Chartwells advised that the capital investment they are proposing is structured in such a manner that this should not amount to a finance lease arrangement for the School. They are preparing to invest £141,200 as a gift, at no cost to the School. The investment will depreciate over the course of the 3 years contract.

Caterlink put forward a good bid, here are some highlights from their bid: -

- All their menus meet the requirements for the Silver Food for Life Standard as a minimum. Menu cycles will be developed in partnership with the School. An average of 90% of food will be made fresh on site, they use local suppliers and have seasonal menus. All their meat is UK sourced and Red Tractor accredited. The eggs are Free Range & RSPCA Freedom Food assured; no GM ingredients are used. They will only use fish that is on the MSC green list, all menus are verified by a qualified nutritionist.
- Caterlink submitted samples menu for lunch, breakfast, morning break and sixth form. For lunch they are offering a traditional 2 course lunch with a vegetarian option daily. In addition to the core 3 week cycle they are proposing a selection from the following: pasta kitchen, jacket potatoes, salad bars as well as hot and cold grab and go offers. For breakfast, they proposed an everyday favourite which comprises of different types of cereals, toasted bar, fresh smoothies, and a hot option.
- In terms of their partnership approach, Caterlink are proposing regular visits (weekly during mobilisation followed by monthly visits) and client meetings, student surveys to be carried out in person by a small group of Caterlink team members who can interact with the students directly.

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They are also proposing taster sessions during the mobilisation period, surveys for parents as well as the opportunity to have a strong presence at parent evenings.

- In terms of investments, Chartwells
- In terms of improvements, Caterlink is proposing the relaunch the 6th form offer with a new modern food offer and a high street comparable coffee offer and have proposed to work with the School on recycling initiatives and removal of plastics to minimise litter and waste, an open book with clear, transparent accounting and reporting utilising cashless systems to target marketing initiatives, a refresh of all service areas, enhancing the counter displays with new quality presentation ware and a clear price point.
- Regarding investment, their proposal includes a £10,000 gifted investment which will depreciate over the lifecycle of the contract, to support the relaunch of the service at no cost to the School. It will fund items such as service dishes and equipment. They will use £6,000 up front, and then the remaining £4,000 to refresh the offer during the contract. The items included in the budget are intended for replacement and top up of standard light equipment as per the ITT. The heavy equipment costs have not been included in their offer, but they did present the School with some options including to agree with the School an element of the Year 1 return to be provided up front if the need is more urgent for equipment replacement and if the School does not have these funds available immediately.

abm catering Limited also put forward a strong proposal, here are some highlights from their bid:

- All menus will meet the Food for Life Served Here Bronze Standard. All dishes are compiled using their recipes and guidelines, which also details the quantities and portion sizes and as a minimum their menus are changed twice a year. All abm menus are totally nut free, all allergens being clearly marked on the menus for parents to review, healthy cooking practices are promoted – poaching/steaming meat and vegetables, fresh ingredients. The only products that will not be freshly produced on site would be frozen peas, sweetcorn, breaded fish, drinks, and a proportion of the bread they use.
- abm provided sample menus for breakfast, morning break and lunch. Breakfast will include porridge, daily pots with granola, yoghurt and fresh fruits, hot rolls/ wraps, takeaway tubs – cooked breakfast and breakfast baps, croissants & pastries, fresh fruits, free hydration station. Morning break menus will have salads, bakery, plant-based dishes, baguettes/ paninis, fresh fruits, smoothies, cakes, while for lunch they proposed main meals and vegetarian option, street food option, takeaway tubs, pizza slices, jackets, meal deals with main meal, vegetables and desserts, salads bar, grab and go, staff room service.
- In terms of the partnership approach, abm will engage with the School and pupils and seek feedback on the offer. They are planning to participate at student council meetings and parent evenings to develop the offer and ensure value for money. They are proposing regular visits (weekly during mobilisation followed by fortnightly visits) from the operations team to make sure that the School will always have regular opportunities to engage with abm team.
- With reference to improvements, they would like to implement their marketing package including education posters, product information, labelling, branded menus, point of sale merchandising and promotions that encourage usage and reward loyalty.
- In terms of their proposed investment, they confirmed that their investment of £75,000 is in return for a 3-year contract and covers the following items: design & branding of the services, new light equipment and food display equipment, a new satellite service, sixth form service upgrade and the heavy equipment that will need to be changed.

Please see the evaluation summary spreadsheet for all comments from each of the Bidders.

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Commercial Assessment (35% of the overall assessment)

The Commercial Assessment is worth 35% of the overall score, which comprises of:

- a) **Overall Price:** 25% of overall score
- b) **Commercial Approach:** 10% of overall score

Please see below an explanation about what the Guaranteed Position means for you:

1. A Guaranteed Position can be expressed either as a positive (rebate to the Client from the Supplier), a negative (payment by the Client to the supplier) or net zero (no payment or return by either party).
2. Bidders are encouraged to make their own assessment of the future performance of the function, and therefore their tendered Guaranteed Position (positive, negative or net zero), after reviewing the information provided in the ITT.
3. Where a supplier offers a positive Guaranteed Position based on current meal uptake, the Contract will provide (a) that the Guaranteed Position is a minimum return to the Client and (b) that any profits that are generated above the Guaranteed Position are shared between the parties by agreement. Bidders are invited to nominate the profit share percentage they believe is most appropriate.
4. Where a supplier offers a negative Guaranteed Position based on current meal uptake, the Contract will provide that no increase to the Guaranteed Position will be contemplated over the life of the Contract and that where the actual performance of the catering function is an improvement on the negative Guaranteed Position, this improvement saving will be shared between the Client and Supplier on the basis of the profit share presented in your Commercial Offer Form.

A range of Guaranteed Positions were put forward by the bidders, as per the below:

Bidder's Guaranteed Position Score = (Bidder's Guaranteed Position – lowest Guaranteed Position) / (Best Guaranteed Position – lowest Guaranteed Position) x 25

No.	Supplier	Overall Guaranteed Position (25%)	Year 1 to Year 3 Guaranteed Position for each School	Commercial Approach Score (10%)	Total Commercial Assessment (35%)
1	Caterlink Ltd	£105,000 (20.2%)	Y1: £35,000 Y2: £35,000 Y3: £35,000	7.5%	27.7%
2	abm catering Limited	£94,500 (18.2%)	Y1: £31,500 Y2: £31,500 Y3: £31,500	7.5%	25.7%
3	Catering Academy	£130,000 (25.0%)	Y1: £35,000 Y2: £45,000 Y3: £50,000	0.0%	25.0%
4	Chartwells	£87,745 (16.9%)	Y1: £26,156 Y2: £28,301 Y3: £33,288	7.5%	24.4%

5	Cucina	£42,500 (9.2%)	Y1: £5,000 Y2: £17,500 Y3: £20,000	7.5%	15.7%
6	Pabulum	£0.00 (0.00%)	Y1: £0.00 Y2: £0.00 Y3: £0.00	7.5%	7.5%

A commercial appraisal is presented below. This information summarises the main aspects of the supplier's commercial offer.

Supplier Name	Caterlink	abm	Academy	Chartwells	Cucina	Pabulum
Average Daily Spend per FSM Pupil	Y1: £1.93 Y2: £2.05 Y3: £2.17	Y1: £1.56 Y2: £1.67 Y3: £1.75	Y1: £1.80 Y2: £1.93 Y3: £1.98	Y1: £2.41 Y2: £2.48 Y3: £2.56	Y1: £2.30 Y2: £2.37 Y3: £2.44	Y1: £1.85 Y2: £1.93 Y3: £1.95
Average Daily Spend per Paid Pupil	Y1: £1.50 Y2: £1.54 Y3: £1.58	Y1: £1.63 Y2: £1.68 Y3: £1.72	Y1: £1.39 Y2: £1.44 Y3: £1.44	Y1: £1.68 Y2: £1.73 Y3: £1.78	Y1: £1.65 Y2: £1.70 Y3: £1.75	Y1: £1.46 Y2: £1.56 Y3: £1.61
Average Daily Spend per Paid Pupil (sixth form)	Y1: £1.64 Y2: £1.74 Y3: £1.84	Y1: £0.84 Y2: £0.89 Y3: £0.94	Y1: £1.59 Y2: £1.70 Y3: £1.75	Y1: £1.82 Y2: £1.88 Y3: £1.93	Y1: £1.72 Y2: £1.77 Y3: £1.82	Y1: £1.66 Y2: £1.71 Y3: £1.80
Average Daily Spend per Staff (ex VAT)	Y1: £0.07 Y2: £0.07 Y3: £0.08	Y1: £0.12 Y2: £0.13 Y3: £0.13	Y1: £0.17 Y2: £0.17 Y3: £0.17	Y1: £0.68 Y2: £0.70 Y3: £0.72	Y1: £0.15 Y2: £0.16 Y3: £0.17	Y1: £0.07 Y2: £0.09 Y3: £0.09
Labour hours per week in Y1, Y2, Y3	Y1: 246.25 Y2: 246.25 Y3: 246.25	Y1: 237.5 Y2: 237.5 Y3: 237.5	Y1: 228.75 Y2: 228.75 Y3: 228.75	Y1: 281.25 Y2: 286.25 Y3: 286.25	Y1: 263.75 Y2: 263.75 Y3: 263.75	Y1: 248.75 Y2: 268.75 Y3: 278.75
Labour Cost	£8.91 starting point (kitchen assistant)	£8.91 starting point (kitchen assistant)	£8.91 starting point (kitchen assistant)	£8.91 starting point (kitchen assistant)	£8.91 starting point (kitchen assistant)	£8.91 (Starting point (kitchen assistant))
Profit share	School: 50% Supplier: 50%	School: 70% Supplier: 30%	School: 50% Supplier: 50%	School: 50% Supplier: 50%	School: 50% Supplier: 50%	School: 60% Supplier: 40%
Proposed Investment	£10,000	£75,000	£60,000	£141,200	£54,300	£59,000
T&C changes (please see Attachment 1 for details on top 3 ranked bidders)	Yes	Yes	Yes	Yes	Yes	Yes

Chartwells proposal is based on the number of students, the service times and the new menus they will introduce, the new upgraded till and pre order system they will put in place, investment plans and the uptake from similar schools they work with.

- They have made allowance for 5 new staff members, a head chef and 4 kitchen assistants.
- They are proposing wages increases of 3.70% in Y1, 5.05% in Y2 and 4.04% in Y3.
- They have assumed a £2.41 meal price for each of the FSM students which increases 3% each year in line with inflation. They have assumed uptake of 72.7% of the 22 students eligible. They will invoice for the meals provided at a rate of £2.41.

Caterlink proposal is based on the sales volumes, selling prices, and take up information provided within the ITT, and assumes 190 days full trading at the School. They are confident they can deliver a gross profit on average of up to 59%.

- They have made allowance for 2 new staff members, a head chef, and a general assistant.
- They have allowed for a 4.5% annual wage increase.
- They have based FSM uptake on entitled students spending an average of £1.93, or alternatively 61% of entitled students spending their full allowance.

abm proposal is based on food costs on the enclosed tariffs and menus. These enable them to get a gross profit margin of 57%.

- They have included 2 new staff members in their proposal, both catering assistant
- They are proposing wages increases of 2.08% in Y1, 5.00% in Y2 and 5.00% in Y3.
- FSM's will be invoiced on consumption only to a maximum daily allowance of £2.47. All meals will be invoiced monthly on a 4,4,5-week basis.

There are quite a few risks associated with some of the changes proposed by the bidders on the contractual terms so we would consider reviewing these before awarding the contract. For more information on the T&C's amendments, please see Attachment 1 below.

Please see the evaluation summary spreadsheet for all comments for each of the Bidders.

Overall Scores and SBC Recommendation

1. Chartwells	82.9%
2. CaterLink	81.3%
3. abm catering Limited	80.9%
4. Cucina	75.8%
5. Catering Academy	75.4%
6. Pabulum	61.1%

Based on our evaluation of the scores, the bid from **Chartwells** is preferred at this stage as this provides a strong financial position to the School as well as a high-quality food offering.

If you have any matters which require further clarification, please do not hesitate to let us know and we can gather additional information via correspondence prior to your making a decision to award the contract.

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Next Steps

Prior to or after the bidder presentations we recommend you undertake referee checks. Two referee contact details were provided in each Bidder's tender response and are consolidated for you at **Attachment 2**.

Following the presentations and once you have had the opportunity to review the assessment and the bids, and have come to a decision internally, gaining all necessary approvals to appoint, we will be ready to notify bidders. We will issue a formal notification to all suppliers including a contract award notice. At that point a mandatory 10 day standstill period will apply before the preferred supplier can be engaged with to execute the contract and discuss mobilisation and transition.

We look forward to your consideration of this recommendation and am more than happy to answer any questions you might have.

Attachment 1: Contract Amendment Proposals

Chartwells

Schedule, Section & Clause Number	Reason for Change	Preferred Change
Schedule 6, Para 5 Capital Investment	Clarification of basis of investment and tax position	We would wish to include standard provisions to clarify responsibility for maintenance of investment equipment and also retention of title (with client licence to continue to use kit for the rest of its useful life) to ensure capital allowances can be claimed and no tax liability arises for the school. Chartwells will use its approved suppliers for all investment and intellectual property will be removed from investment equipment on termination/expiry.
Clauses 1.11, 15.2, 15.5, 23 Term and termination/step in, force majeure	Mutuality of term and mutual/ reasonable termination and step-in provisions	If there is the option of a contract extension, we need to be able to agree this with you. Termination provisions need to be measured objectively, apply to both parties and be fair and reasonable for both parties. We would expect rights to terminate for insolvency, material breach, failure to agree a variation to contract, continuing force majeure events and convenience where the term is 3 years or more.
Schedule 7, Para 1.2 Pensions	To ensure standard protections for unforeseen pension costs which Chartwells would be unable to foresee and which cannot realistically be costed.	We need to be protected for any pensions costs that are not included in our financial model. We therefore ask you to cover us for any shortfall in the fund and to agree to us recovering appropriate employer contributions through the contract whenever set by the Fund's Actuary or where an employee who has opted out of LGPS chooses to enter the scheme; along with any other matters beyond our control such as any deficit on exit (which would be a one off liability for us but a significantly lower spread cost for Clients remaining as an employer in the Fund). We would look for agreement that there is a mutual obligation on the parties to enter into the Admission Agreement as soon as reasonably possible. We would not normally expect to indemnify any past or future suppliers only the Institution with whom we enter into Contract. Where we need to enter into a new Admission Agreement(s) we will cover the initial actuarial set up fee and our legal costs but would need

		you to cover any additiona
Schedule 7, Clause 17 Employees	Inclusion of standard provisions to ensure Chartwells is protected for any historic costs and liabilities attaching to any employees transferring to it on commencement and which cannot realistically be foreseen or costed or which are outside of its control.	We need to be protected for any historic staff issues, issues related to incorrect information and anything unforeseen but will provide the same protection for anything that relates to our period on site. If the scope or volume of the services changes and we need to reduce the number of employees providing the services (or if you decide to reduce or close the services and there is no transfer of staff to a new provider at the end of the contract), we would need you to cover our costs of staff termination / redundancy.
Schedule 6 Variations	To ensure reasonable variation triggers for matters outside of the scope of the bid documentation/ outside of Chartwells' control as these are either matters for which we are unable to foresee/cost or for which it would be uncommercial to factor into our bid as they may or may not occur.	<p>If circumstances change (whether this is a change in law or recommended guidance (e.g. minimum wage/VAT/Brexit/ health and safety), the information on which we have based our bid changes (particularly at the moment where we are all trying to work out how best to manage school feeding with the challenges around COVID-19) or you ask us to change the way we provide the services) beyond what we can realistically predict, this is likely to impact our costings and we would need to be able to amend our pricing.</p> <p>We always look to add periodic inflation to our prices so that these can keep pace with basic movement in food and labour costs and don't lose money in real terms. We use officially recognised indices that are specific to these overheads (RPIC and minimum wage/living wage/regional variation, where relevant) and which can be tracked online for transparency. Lastly, where the financial model includes a budget or specific food tariffs, we will need to revisit this with you each year to make sure costings are up to date and accurate. We want this to be an open process with ultimate rights to exit the contract if the parties cannot agree changes.</p>
Clause 9.5, 24 Payment terms, audit rights	Clarity for both parties in relation to resolution of invoice disputes. We need to restrict	<p>Our costings assume we will be invoice monthly and be paid within 28 days of invoice date and any queries will be raised within this period.</p> <p>As a responsible business, we need to keep</p>

	any audits to records held on site.	our business records and client records confidential. This means that we are not able to give access to our back-office functions and corporate offices. However, we are happy for you to have access to day to day records held at service sites
Clauses 12, 13, 17, Schedule 7 Liability	Standard amendments to ensure a balanced liability profile and cap for Chartwells in line with its commercial gain.	We wish to include mutual exclusion of liability for any indirect losses and a cap on liability appropriate to the value of the contract.
Clause 2.2, Health and safety/allergen procedures	Clarification of obligations in relation to the premises, relevant statutory duties of each party and the need to ensure health and safety/ equipment integrity is preserved.	We need to make each party's responsibilities clear in relation to Health and Safety and allergen protections and restrict use of the kitchen by third parties. We will use our own medical diets and allergen management policy and processes as we know this is fully vetted and endorsed by our Primary Authority.
Clause 11.2 Intellectual property rights	Clarification of use of Chartwells intellectual property postterm.	We expect the terms to reflect our retention of title to our generally developed know-how, operating systems, technical manuals, brands and other items of intellectual property used in this contract, which we will remove when our services cease, however any intellectual property generated specifically for you and which is bespoke to you will vest in you.
Schedule 6, Appendix 2 Financial model	Clarification of eventual financial model agreed between the parties.	The financial provisions should be adjusted as needed to reflect the agreement of the parties as part of the bid process.

Caterlink

Schedule, Section & Clause Number	Reason for Change	Preferred Change
SECTION 21 - CHANGE MANAGEMENT		<p>Caterlink require an insertion into the contract to cover variation outside Caterlink's control as follows;</p> <p>If at any time during the Term:</p> <p>(a) the Pupil Population should decrease by five per cent (5%) or more during any Academic Term;</p> <p>(b) there is a percentage increase in Commodity Costs in excess of the percentage increase in the Retail Price Index over the same time period;</p> <p>(c) there is a Change in Law (including any increase in minimum or living wages); or</p> <p>(d) there is a change in any other factor outside of Caterlink's control, which impacts the cost to Caterlink of providing the Services, Caterlink may notify the Client in writing of such change (a "Variation Notice") and the parties shall negotiate in good faith a fair and reasonable adjustment to the Services, the Charges or the agreed financial model (which may, for example, include a subsidy) to take account of such variation or change. Any such adjustment shall be proportionate to the aggregate change in the costs incurred by Caterlink in the provision of the Services. Any variation agreed or otherwise determined pursuant to this clause</p>
Section 5 - Supplier Investment INVESTMENT		Should we be required to make any investment, we would need to have protection built into the contract to protect Caterlink in the event of early termination of the contract. Investment cannot be made unless this is in place.
LOCAL GOVERNMENT PENSION SCHEME		if these were identified at any time, an additional clause would need to be included in the contract to cover the required terms for applying for ABS. We can provide this on request.
ADDITIONAL CLAUSE REQUIRED UNPLANNED CLOSURES		<p>Short Term Closures</p> <p>In the event of the Premises being closed on any normal school day, for any reason, or pupils being sent home before 12 noon on any Teaching Day, an Unplanned / Partial Closure Charge will be charged to the Client. The Closure Charges shall be calculated as follows:</p> <p>(Management Fee, Fixed overheads plus the Annual Labour Cost) divided by the number of Teaching Days in that academic year = Unplanned Closure Charge</p> <p>Longer Term Closures</p> <p>Unplanned closures: We would expect to be able to pass on a reasonable charge to the School where the school premises are closed for reasons outside of our control (this would include, for example, snow days or industrial action). The basis of this would be to recover fixed costs only for example labor & fee; labor would be reduced accordingly for any planned absences, vacancies & other schemes such as furlough with only unrecoverable costs</p>

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Schedule, Section & Clause Number	Reason for Change	Preferred Change
New	Renegotiation	<p>The costs shall be subject to renegotiation between the Contractor and the Client in any of the following circumstances:</p> <ol style="list-style-type: none"> 1. In the event that the number of potential customers entitled to use the catering facilities at the premises varies by an amount in excess of ten per cent of the number entitled to use the catering facilities as detailed in the tender document. 2. In the event that the turnover levels by an amount in excess of ten per cent of the turnover levels detailed in the Part A, Appendix A. 3. In the event that any strikes lock outs riot war fire or reduction or unavailability of power or any other circumstance (whether or not of a similar nature to the foregoing) over which the Contractor has no control causes the cessation of or a substantial interference with the provision of the Services. 4. In the event that the Client requires an alteration to services as specified in the Schedule of Services <ol style="list-style-type: none"> a. During the period of renegotiation between the Contractor and the Client the Contractor shall continue to be entitled to receive the monthly costs payable hereunder. b. Additional services and free issues shall be provided on the Client's written request at an additional cost to be agreed between the Contractor and the Client. 5.. The price/cost is based on the school and catering facilities being fully open for a minimum 190 days per year with the number of staff and pupils as shown in the tender documents being on site and able to use the catering facilities on those days. If this is not the case then the school shall indemnify abm/the Caterer in respect of the loss of gross profit from the provision of the catering services. 6. In the event that: <ol style="list-style-type: none"> a. there is a national or regional lockdown; or b. the Caterer is unable to provide the Service, or any part of the Service; or c. the Client does not require the Service, or a part of the Service; or d. the number of pupils using the Service is reduced, due to a pandemic such as COVID-19, an epidemic, or a similar national public health or other national emergency the Client shall pay to the Caterer the continuing overhead cost of providing the Service, (including but not limited to consumable and non-consumable purchases, all employment costs in respect of staff usually engaged in providing the Service, the management fee and any costs or charges relating to any loan or investment by the Caterer) for the period of the disruption to the Service. The Caterer will reimburse the Client with the amount of any grants, funds, or furlough payments received from the Government in relation to the said continuing overhead cost.

New	Indemnity	<p>The School agrees to indemnify the contractor for the following:</p> <ol style="list-style-type: none"> 1. Any increases in the Contractor's costs of providing the Services by reason of any modification or alteration to any taxation duties or levies (including National Insurance or VAT) or other statutory payments (including but not limited to National Insurance and/or VAT) and/or introduction of or amendment to working time or minimum wage legislation, which are beyond the Contractor's control. 2. Any increases in the Contractor's cost of providing the Services by reason of any claim by staff engaged in the provision of the services related to equal pay or other equality of terms and conditions of employment, which are beyond the Contractor's control. 3. Any staff termination costs (including but not limited to sums paid in settlement or awarded by a Tribunal in respect of any claims made by staff in respect of the termination of their employment and all legal costs incurred with dealing with such claims) incurred by the Contractor, as a result of changes initiated by the Client. 4. If the employment of the employees employed by abm in the provision of the Service does not transfer to another employer at the termination of this Agreement, under the provisions of TUPE, the client shall indemnify the Contractor against all claims, costs and expenses (including legal expenses) incurred by abm in respect of claims from the employees relating to the termination, or change in terms and conditions, of their employment. 5. Any Staff termination costs (including damages and expenses for unfair dismissal or sums paid to settle such claims) incurred by the Contractor arising from changes to the Services initiated or agreed by the Customer. 6. All claims, costs and expenses (including legal expenses) incurred by the Contractor in respect of any claims arising from the Customer requiring the Contractor to remove any Key Personnel (pursuant to clause xxx) and/or refusal to admit Staff (pursuant to clause xxx), due to the removal being unreasonable and / or unjustifiable. 7. Any claim or demand by any Staff whose employment transfers to the Contractor under TUPE at the Commencement Date (whether in contract, talk, under statute, pursuant to European law or otherwise) in each and every case arising directly or indirectly from any act, fault or omission of the Customer or any previous Contractor in respect of such Staff on or before the Commencement Date. 8. If the Staff do not transfer to a Replacement Service Provider or the Customer at the termination of this Agreement under the provisions of TUPE, the Customer shall indemnify the Service Provider against all claims, costs and expenses (including legal expenses) incurred by the Service Provider in respect of claims from the Staff relating to the termination, or change in terms and conditions, of their employment.
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Attachment 2: Bidder Referee Details

Chartwells

Organisation Name:	Hinchingsbrooke School
Contact Name:	David McMillan
Address:	Brampton Rd, Huntingdon, PE29 3BN
Telephone No:	01480 375700
Email Address:	fd@acesacademiestrust.co.uk

Organisation Name:	Academy Transformation Trust (ATT)
Contact Name:	Peter Wilson
Address:	Unit 4, Second Floor, Emmanuel Court, Reddicroft, Sutton Coldfield, B73 6AZ
Telephone No:	01454 862 233
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Caterlink

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Classification - Public



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