



## **Invitation to Tender (ITT)**

### **For: Supply of Catering Services / Onsite Restaurant**

**Date: 27. May 2015**

#### **1 Overview of the British Council**

The British Council is the United Kingdom's international organisation for cultural relations and educational opportunities. Its purpose is to build engagement and trust for the UK through the exchange of knowledge and ideas between people worldwide. It seeks to achieve its aims by working in Education & Society, English & Exams and Arts.

The British Council was established in 1934 and incorporated by Royal Charter in 1940 and has been operating in Ghana since 1943. It is registered as a charity in England and Wales (charity no. 209131) and Scotland (charity no. SCO37733). It is also an executive non-departmental public body, with the Foreign and Commonwealth Office as its sponsoring department.

Its primary charitable objects are set out in the Charter and are stated to be:-

- Promote cultural relationships and the understanding of different cultures between people and peoples of the United Kingdom and other countries;
- Promote a wider knowledge of the United Kingdom;
- Develop a wider knowledge of the English language;
- encourage cultural, scientific, technological and other educational co-operation between the United Kingdom and other countries;
- Otherwise promote the advancement of education.

Further information can be found at [www.britishcouncil.org.gh](http://www.britishcouncil.org.gh)

## 2 Introduction and background

The British Council invites applications from dynamic, innovative Ghana based bidders who meet our criteria in order to select a competent party to take up the management of a small restaurant seating 50 people within its spacious two storey premises on a prime site in central Accra. The office is currently located in a central business area opposite Cedi House, and near the National Theatre in Liberia Road Accra (No11).

The restaurant is open from 8:30am to 4:00pm on weekdays, excluding public holidays and consists of a kitchen area with a small bar, terrace and patio facing onto a lawn garden. For large functions where additional seating is required, there is a substantial garden area shaded by matured trees. The restaurant is perfect for business lunches and event receptions.

The restaurant caters for;

- Members of the public who use it for business lunches, snacks and as a casual meeting place.
- Participants attending British Council workshops and conferences held on the premises (for whom drinks, snacks and lunches are ordered in advance by British Council )
- Clients (NGOs, companies, professionals organisations, institutions and international organisations) hiring British Council Conference facilities who may opt to use the catering services and in doing so enter into a separate agreement between themselves and the Contractor.
- British Council staff members and visitors

## 3 Premises

The premises comprise a modern two storey building set in its own grounds with an entrance on to Liberia Road opposite Cedi House, the new ADB building and National Theatre. The premises include offices; conference facilities and a restaurant open to the public and is surrounded by a large car park and a garden area with trees and shrubs. The restaurant area was recently refurbished has been upgraded to a new ultra-modern facility.

Dimensions of the restaurant and kitchen and kitchen areas are as follows:

Kitchen:	18 feet	by	11 feet
Dining terrace:	64 feet	by	24 feet
Store:	5' 6 "feet	by	4 feet
Managers office	5' 6 "feet	by	4 feet

## 4 Conditions and contractual requirements

The appointed supplier will be expected to travel to British Council office at No.11 Liberia Road Accra as required, in the delivery of the services.

The contract awarded will be for a period of 2 years with an option for annual extension for up to an additional 2 years. The extension is subject to negotiation of the terms and conditions.

The British Council is committed to equality and to positive action to promote this. It believes that an Equality, Diversity and Inclusion Policy helps to ensure that there is no unjustified discrimination in the recruitment, retention, training and development of staff on the basis of gender including transgender, marital status, sexual identity, region and belief, political opinion, race, work pattern, age, disability or HIV/AIDS status, socio-economic background, spent convictions, trade union activity or membership, on the basis of having or not having dependents, or any other relevant grounds. The appointed supplier must agree to operate in accordance with these principles while undertaking work at or on behalf of the British Council.

The British Council is committed to upholding the rights of children and to promoting their wellbeing, in accordance with the UN Convention of the Rights of the Child, 1989. We have a comprehensive Child Protection Policy (and Procedures) which identifies our approach to safeguarding and the actions we take to protect children.

The British Council is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The British Council may also decide to include certain information in the publication scheme, which the British Council maintains under the Act.

If suppliers considers that any of the information included in their completed documentation is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

The suppliers should be aware that, even where they have indicated that information is commercially sensitive, the British Council might be required to disclose it under the Act if a request is received.

The suppliers should also note that the receipt of any material marked 'confidential' or equivalent by the British Council should not be taken to mean that the British Council accepts any duty of confidence by virtue of that marking.

All relevant policies that suppliers are expected to adhere to can be found on the British Council website – <http://www.britishcouncil.org/about/policies>. The list of policies includes (but it is not limited to):

- Anti-Fraud and Corruption
- Child Protection Policy
- Equality, Diversity and Inclusion Policy
- Fair Trading
- Health and Safety Policy
- Environmental Policy
- Records Management
- Privacy

Mandatory due diligence and discretionary rejection information will form part of your response to this ITT. You are requested to complete Annex 1 as part of your response.

Any submissions must expressly accept the Council's minimum Terms and Conditions. If you have any reservations these must be stated.

This document does not constitute an offer to provide goods and/or services to the British Council.

All costs incurred in the preparation of the proposal are the supplier's responsibility.

The British Council reserves the right to request reference information.

The British Council is not obliged to award a contract for these services.

## 5 Confidentiality

All information contained within this document is confidential and is provided only to give suppliers an adequate understanding of the British Council's requirements and under no circumstances should be disclosed to a third party without the British Council's consent.

The contents of this ITT are being made available by the British Council on condition that:

- Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time;
- Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- Tenderers shall not undertake any publicity activity within any section of the media.

Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- The Tenderer obtains the prior written consent of the British Council in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or
- The Tenderer is legally required to make such a disclosure.

In relation to the above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

The British Council may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the British Council may make any of the Framework Agreement documents available for private inspection by its officers, employees, agents or advisers. The British Council also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

## 6 Tender/Proposal Validity

Your response should remain open for acceptance for a period of 60 days. A response valid for a shorter period may be rejected.

## 7 Payment and Invoicing

The Council will pay correctly addressed and undisputed invoices within 30 days.

The essential information on an invoice for the Council is:

- A description of the services supplied.
- The Council reference number/Purchase Order number.
- Addressed to Accounts Payable.
- The costs including VAT (if applicable) and any other charges
- Date it was issued/handed to the Council.

A contract template is available for review in Annex 2

## 8 Scope of work, specification and outputs

Provision of good quality and reasonably priced restaurant and catering services (including supply of alcoholic and non-alcohol, hot and cold drinks, snacks, lunches and breakfast for both staff and the public that include Ghanaian and European cuisine with waiting service. The menu and price tariffs **are to be agreed initially with British Council and** may be adjusted by mutual agreement **once per year**.

Provision of good quality catering services, small shop, buffet, seated meals, drinks and breakfast service for all British Council and client events, using prices according to the agreed menu and price tariff in force at the time.

Provision of a good quality **staff** lunch plus fruit serving daily for up to 40 British Council staff to be served at lunch time, Monday through Friday. The contractor shall invoice the British Council for staff lunches at the close of each calendar month on the basis of actual meals provided and provide evidence of meals provided daily in support of the monthly invoice. The tariff for the staff lunches shall be **agreed initially with British Council (as an indicative this is likely to be GHS 7- GHS10.00 per lunch)** may be adjusted by mutual agreement **once per year**.

### Availability and Exclusivity of Services

The restaurant shall be open for customers from 8.30 a.m. to 4.30 p.m. Monday to Friday excluding public holidays observed by the British Council.  
Weekends

The restaurant shall be open during the evening and on Saturdays when catering services for events and conferences have been booked by The British Council or by clients hiring the conference facilities or the auditorium. This may include occasional provision of catering services on public holidays where the conference facilities are in use.

The British Council shall not allow other organisations to bring food and drink onto the premises without seeking the written consent of the contractor. Notwithstanding this does not preclude staff of the British Council or visitors bringing their own packed lunch or snack individually to the premises or preclude the British Council from supplying to its customers free of charge or otherwise hot and cold beverages such as water, tea, coffee or milo as part of the service provided for delivery of Examinations, Learning Centre or as staff amenity.

The contractor can by consent allow other organisations to bring food and drink onto the premises by prior agreement subject to agreeing tariffs for corkage or service to do so.

The contractor shall be able to conduct take-away and delivery business from the premises.

## 9 Constraints

The Contractor shall adhere to certain requirements as set out below in performance of the contract in order to deliver client satisfaction with regards to:

- Quality of food and cuisine
- Quality of hygiene
- Quality of environment
- Quality of customer care

The Contractor is required to thoroughly clean, daily or more often as required all that area occupied the kitchen, patio and the terrace restaurant to maintain a clean, safe and hygienic environment.

When use of the garden is necessary for large functions the Contractor is required to remove all litter and waste from the area same day prior to closing for the day.

The Contractor shall provide suitable refuse containers which should be divided for use between wet or food scraps and dry refuse. The container used for wet refuse or food scraps must be sealed so as to avoid unpleasant odour. The contractor shall remove all wet refuse or food scraps from the premises and its surrounds daily.

Services must be carried out to the satisfaction of The British Council Director or by his nominated staff.

## 10 Expertise required

The Contractor shall appoint a Restaurant Manager who shall make him or herself known to the Director and the nominated staff member, and act as the first point of contact for The British Council Director or their nominated member of staff, on day to day matters concerning the operations of the restaurant.

The Restaurant manager must be suitably qualified and experienced in catering and public health and hygiene. The Contractor should be able to demonstrate such qualifications and experience within 10 working days if such evidence is requested by British Council. The Restaurant Manager shall be able to communicate effectively, tactfully and politely with The British Council staff, and customers using the restaurant and conference organisers wishing to discuss their catering requirements. The manager must be able and be seen to be motivating staff to deliver the high standards of customer care that the British Council requires of its own staff worldwide and requires from contractors operating from its premises.

All other staff must be suitably qualified and experienced for the tasks they are required to undertake. Similarly the Contractor shall provide evidence of qualifications and experience within 10 working days if such evidence is requested by British Council.

Staff who interact with customers must have pleasant and polite manners, good communication skills and be competent in speaking and writing the English language.

Staff working with customers must understand principles and practice of hygiene, and storage and contamination of food. The Contractor must be able to demonstrate training and updating of staff in these areas during induction and at least annually for update. Where staff use any tools or equipment which may present danger to themselves, other workers or customers, they must be trained and competent in their use.

All staff on-site must wear name badges branded with the full name, logos and colours of the Contractor without exception.

The Contractor shall ensure all staff are declared medically fit and free from communicable diseases for the duties expected to work in a catering environment by a qualified Medical Doctor. Supply first aid box with blue or non-flesh coloured plasters.

The Contractor shall ensure all staff are paid their monthly salary within 3 working days of the close of the calendar month and that salaries shall not be reduced by more than 10% for any minor disciplinary breach incurred within the month such as late arrival, tardiness, incorrect service, impolite communications. Notwithstanding this clause does not apply where the disciplinary breach arises from such major disciplinary breaches as criminal offences including appropriating monies, fraud, violence or theft of goods, equipment or materials, lewd or abusive behaviour.

The Contractor shall ensure all staff are provided with uniforms branded with the Contractors logos and colours at all times.

## **11 Quality of Food and Hygiene**

The Contractor shall comply with all hygiene and Health and Safety legislation as regards food preparation and handling and waste disposal.

Particularly:

Raw and cooked food stuffs are to be handled, prepared and stored separately to avoid cross contamination.

Raw and cooked food stuffs are not to be left uncovered for any length of time in the open air where it might attract flies and vermin.

The Contractor shall ensure the strictest standards of hygiene in the preparation of raw salads, fruits, nuts and snacks.

The Contractor shall ensure a notice is displayed in the kitchen and included in staff contracts that staffs are advised to wash their hands with soap when visiting the toilet and before handling any food stuffs or dishes, cutlery and equipment for food service.

### **Quality and appearance of Dining Environment**

The Contractor is therefore required to provide:

- Good quality crockery and glassware that is undamaged, without cracks or chips, good quality utensils and cutlery and good quality table linen. Plastic crockery, cutlery or table cloths are not acceptable.
- Good quality and attractive chairs and tables.
- Suitable and well maintained equipment, tools and utensils,
- A clean, comfortable and safe environment.
- Up to date attractive and durable menu's for customer use that are branded with the Contractors full name, colours and logos are available at all times.
- The restaurant café carries suitable signage so as to clearly identify the area as being licensed by the Contractor such as name, logo and colours of the Contractor.

## **12 Utilities**

The Contractor shall supply at its own expense gas for cooking purposes and is required to pay 10% of the monthly electricity charges of British Council's total electricity charges levied within 14 days upon receipt of invoice from British Council. The 10% includes generator cover. Review of electricity bills will be performed every 6 months and might result in renewal of this clause in case the overall cost for energy changes radically. There is no charge for water consumed and the Contractor shall use this utility responsibly and reasonably. No water shall be removed and taken away from the premises by the contractor.

## 13 Obligations Of The British Council

### Access to Premises

- 13.1 Subject to Clause 13.2 below the Council shall provide to the Contractor such access to the premises as is necessary for the contractor and his employees to perform effectively the services required under the contract.
- 13.2 The Director of The British Council or his nominated member of staff shall have the right to refuse admittance to or order the removal from the premises any employee of the Contractor who in the reasonably view of the Director is not a fit person to be the on the premises

### 14 Rental fee to be paid

The Contractor shall pay a rental fee to the British Council in arrears per calendar month by the 5th calendar day of the following month at the prevailing exchange rate listed by Standard Chartered bank at the close of the calendar month of **3500** USD

## 15 Timescales

Activity	Date
ITT Released	21. Nov 2015
Clarification/Questions	22. Nov 2015
Clarification Responses	23. Nov 2015
ITT Return Date	26. Nov 2015
Evaluation of responses	28. Nov 2015
Final decision and Intention to award to appointed Supplier	30. Nov 2015

Note: Timescales are estimate and may be subject to change.



## 16 Supplier Response

Please complete Annex 1 (**ITT response**) and submit it to [Noel.Hammond@gh.britishcouncil.org](mailto:Noel.Hammond@gh.britishcouncil.org) no later than **16:30 on 22 October, 2015**

- Please ensure you send your submission in good time to prevent issues with technology – late submissions may not be considered.
- Do not submit any additional documentation with your ITT response except where specifically requested.
- Supporting evidence (in PDF, JPG, PPT, Word and Excel formats only - other formats should not be used) can be provided to substantiate your response – please ensure that all attachments/supporting evidence is clearly labelled with the appropriate question number.
- It is not acceptable to submit a generic policy in answer to a question. If you submit a generic policy you must indicate the page and paragraph reference to the appropriate content.
- All answers in the ITT response should be inserted in the space below the British Council requirement / question.
- Where supporting evidence is requested as 'or equivalent' – it is the Tenderers responsibility to prove the relevant equivalence.
- Any alteration to a question will invalidate your response to that question and a mark of zero will be applied.
- Completion and submission of your response does not guarantee award of any BC contract

## 17 Clarification Questions

Any **questions** should be submitted via email to [Noel.Hammond@gh.britishcouncil.org](mailto:Noel.Hammond@gh.britishcouncil.org) no later than **16:30 on 23 November, 2015**

## 18 Evaluation Criteria

Supplier responses will be assessed using the following criteria and weightings. A score will be given for each part of the information submitted that is to be assessed. The qualitative aspects of your response will be evaluated entirely on your response submitted.

Criteria	Weighting
Knowledge and experience *	50%
Methodology and approach to run and expand the business	10%
Hygiene	20%
Cost and meal quality	20%

\*should have run a restaurant for a minimum of 5 years

The responses under each sub category will be scored based on the following matrix:

Points	Interpretation
10	<b>Excellent</b> - A comprehensive and strong answer indicating the provider is fully capable and experienced to deliver the required outcomes. A detailed response that directly responds to all requirements with no ambiguity and relevant examples provided.
7	<b>Good</b> - There are slight concerns that the organisation will not be able to achieve all the outcomes required and response lacked details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and few relevant examples provided.
5	<b>Adequate</b> - There are concerns that the organisation will not be able to achieve the outcomes required and response significantly lacks details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and no/irrelevant examples provided.
3	<b>Poor Response/Limited Evidence</b> - There are serious indications that the organisation will not be able to achieve the outcomes required and has not provided appropriate evidence of experience to successfully deliver the outcomes required. A response that is not entirely relevant to the requirement, with ambiguity and lacking specific detail.
0	<b>Unacceptable</b> - The answer is non-compliant and/or no relevant information has been received to demonstrate the organisation can achieve the required outcomes. No response or a response that is entirely irrelevant.

All scores will be added together to provide an overall total score for each sub category/section which will then be calculated against the criteria weightings. Once all the criteria weightings have been calculated, they will all be added together to provide an overall total score.

The pricing evaluation will be based on the response with the lowest overall cost being assigned 25% and all other responses will be calculated pro-rata.

Please note that all your responses to the tender requirements and the pricing schedule will be incorporated into a contractual document.

## 19 Standard Terms and Conditions of contract

[Insert the model contract template that will be issued to the winning bidder(s) as an annex to the ITT. The contract template should be taken from the global model contracts portal. IMPORTANT: the contract template must be amended with any special terms prior to being issued. You may want to reference any specific special terms or non-negotiable clauses in this section in order to give bidders clear visibility up front]

Seek guidance from [Global Procurement & Contracting](#) if required

## 20 Requirements for Registration;

The Contractor is required to provide the following;

- Copy of Business Registration Certificate.(essential)
- Copy of Qualifications Certificates for Principal Staff (optional)
- Copy of Menus and current pricing for catering and daily service (essential)
- Health certificate (essential)
- Drawing or photo of staff uniforms (optional)
- Copy of VAT registration (essential)
- Photos of current operations ( essential)
- Link to Facebook Site and/or Website
- Organogram (essential)
- Proposed menu or buffet choices for staff and public lunch service (essential)
- Proposed pricing for staff and public lunch service (essential)