



# Invitation to Tender for the Operation of a Café Concession at Poole's Cavern and Buxton Country Park



Poole's Cavern Visitor Centre  
Green Lane, Buxton, SK17 9DH  
01298 26978

[communications@buxtoncivicasociation.org.uk](mailto:communications@buxtoncivicasociation.org.uk)  
Registered Charity No. 258163



Buxton Civic Association  
[buxtoncivicasociation.org.uk](http://buxtoncivicasociation.org.uk)

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Please do not make any amendments to the original text of this document as it may result in disqualification from the procurement process.

# Invitation to Tender for the Operation of a Café Concession and provision of catering at Poole's Cavern and Buxton Country Park

## Summary Instructions and Details of Contract

Item	Contract Details
Contract Description	Operation of the Café concession at Poole's Cavern and Buxton Country Park.
Insurance Requirements	Public Liability of £10 million Employer's Liability of £10 million Product Liability of £10 million
Period of Contract	For the period of 3 years, with an option to extend for 2 years
Lease terms	(Section 2)
KPI's and Reporting	(Section 2)
Queries submitted to:	CEO, BCA <a href="mailto:Dave.Green@buxtoncivicassociation.org.uk">Dave.Green@buxtoncivicassociation.org.uk</a>
Submission instructions	Via Buxton Civic Association at <a href="mailto:Dave.Green@buxtoncivicassociation.org.uk">Dave.Green@buxtoncivicassociation.org.uk</a>
Intention to Tender returned by	Tuesday 16 December 2025
Pre-booked site meetings available	Please contact to arrange.
<b>Date / Time for Tender submission</b>	<b>Tuesday 6 January 2026. 12 noon</b>
Evaluation of Tender submissions	Week commencing 12 January 2026
Interviews / Presentations	Week commencing 19 January 2026
Intention to Award the Contract	27 January 2026
Proposed Contract start date	Monday 16 March 2026

# Checklist for Tenderers

Failure to provide all the items in the checklist may cause your tender to be non-compliant and not considered

No.	Item	Included in the Tender?
1	All information as requested in Sections 4 and 6	
2	Pricing Schedule (Section 5)	
3	Completed questionnaire together with the additional relevant documents as requested in the various sections of the questionnaire.	
4	Complete the Anti-collusion declaration and Form of Tender (Section 7)	

**The 'Intention To Tender Declaration' should be completed and returned immediately to indicate your intention to tender. Please return to:**

David Green  
CEO  
Poole's Cavern  
Green Lane  
Buxton  
SK17 9DH

If you would like a site meeting prior to the formal submission of the Tender documentation please include the date on the Intention to Tender Declaration.

The 'Intention to Tender Declaration' must be submitted in a plain sealed envelope which shall bear the word "Tender" and shall not bear any name or mark identifying the sender.

# 1. Information

## 1. Introduction

Buxton Civic Association (BCA) is seeking a partner to operate a coffee shop/café with associated seating area at Poole's Cavern and Buxton Country Park. The tender is for a term of three years with the option of Buxton Civic Association extending the contract for a further two years. Therefore, if all extensions were taken, the maximum length of the contract would be five years.

The successful partner following the tender process will have the opportunity to work with Buxton Civic Association at Poole's Cavern to jointly develop mutually beneficial offers for licensed catering packages to include evening events and private viewings in addition to daytime visitor catering and pre-booked groups.

## Background

The Poole's Cavern Visitor Centre and Café is positioned on Green Lane, Buxton, offering a decisive commercial advantage by combining the consistent footfall of a major tourist destination with access to a high-disposable-income local market. This strategic blend creates an outstanding commercial opportunity for the successful concessionaire.



## 2. Leading Visitor Attraction & Broad Market Reach

Poole's Cavern is a nationally recognised 'Wonder of the Peaks' and serves as one of Buxton's premier paid visitor attractions, generating significant and reliable passing trade.

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- **Core Footfall:** The Cavern attracts an average of 47,000 to 52,000 visitors annually, providing a substantial baseline customer flow.
- **Wider Site Reach:** The accurate visitor volume is much higher, as the wider Buxton Country Park area attracts approximately 250,000 more individuals on top of the recorded paid admission figures. This includes locals walking their dogs, who take advantage of the café's dog-friendly policy.
- **Collaborative Opportunities:** The site benefits from strong synergistic partnerships:
  - **Go-Ape:** The local management team is keen to work with Poole's Cavern to develop a joint visitor offer. The café is used by Go Ape visitors, especially at weekends.
  - **Caravan Club Site:** One of the busiest and most successful Caravan Club sites, operated on behalf of Derbyshire County Council, is located immediately adjacent to the current perimeter. Future efforts to secure the remaining half of Grinlow Woods and Solomon's Temple will further enhance our ability to exploit this key market.
- **Event Potential:** In 2024, the site secured an alcohol license, unlocking potential to further develop evening events, private bookings, and expanded hospitality offerings.
- **Town Synergy:** Buxton's cultural calendar, including the Buxton Crescent, Opera House, and the Buxton International Festival/Gilbert and Sullivan festivals (July/August) attract an additional 30,000 high-income visitors to the town annually, who often visit surrounding attractions.



### 3. High-Spending Local Audience

The café's location within the Visitor Centre on Green Lane is ideally situated within a highly sought-after residential area of Buxton. This local market represents an audience with both time and disposable income for leisure spending.

- **Affluence Metrics:** The surrounding community is characterised by residents who have disposable income to spend in the leisure economy. Buxton is identified within Derbyshire's wealthier neighbourhoods with an average household income of £53,600.
- **Professional Demographic:** The wider High Peak district supports a professional populace; the Peak District has a higher proportion of residents employed in professional and senior managerial positions (36.6%) compared to the UK national average (28.4%).
- **Growing Market:** Surveys indicate a notable rise in residents earning over £60,000 annually, suggesting the region is becoming increasingly attractive to affluent individuals who value quality local amenities.

The café is located within Poole's Cavern Visitor Centre on Green Lane in Buxton. The café area comprises of a well-equipped preparation kitchen, a counter for assisted service and indoor seating of approximately 43 covers with additional external seating for up to 86 covers. There is also a separate production kitchen and storage areas adjacent to the café. The café can also be used for evening receptions, events and private groups. The seating areas is 40sq metres indoors and a further 144sq metres outside. The kitchen preparation and counter is approximately 20sq metres and the separate production kitchen 13sq metres. Designated storage areas are approximately 14sq metres.

The vision is that the café should enhance the visitor experience and be seen by customers as part of a cohesive organisation whilst providing good quality food and drink in attractive surroundings. The successful caterer will be expected to provide a high quality service, value for money and outstanding customer care. Menus may be developed which will reflect the area, using fresh, local produce where possible and providing healthy options.



## Vision / Objectives

The successful partner will deliver an **innovative, high-quality café** experience that is:

### **Distinctive and memorable**

Creates a genuine reason to visit the Café at the Cavern, offering an outstanding, café experience that appeals to locals, tourists, and walkers alike, and reflects the unique character of the site.

### **Collaborative and community-minded**

Works in partnership with BCA to deliver joint marketing, events, and initiatives that enhance the wider visitor offer, drive shared success, and contribute positively to the local community.

### **Values-led and sustainable**

Embodies the ethos of BCA, championing sustainability, reducing environmental impact, supporting local suppliers, and promoting long-term, values-driven stewardship of the site.

### **Culinary excellence and authenticity**

Offers fresh, locally sourced food and drink of exceptional quality, with menus that reflect the region, celebrate local produce, and balance innovation with authenticity to establish the café as a destination.

### **Outstanding service and value**

Delivers high-quality service and customer care that consistently exceeds visitor expectations, providing good value for money within attractive, welcoming surroundings.

### **Commercially robust and forward-looking**

Builds a financially sustainable model that drives year-on-year growth through innovation, operational excellence, and the development of new opportunities including extending the offer into the evening economy.



2.1 Buxton Civic Association, ("BCA"), is a registered charity with a trading arm 'BCA Trading 2026' which is responsible for all income generating activities of the charity. However, all interaction in respect of this tender application must be conducted through BCA. Any queries may be submitted to David Green, CEO, at [Dave.Green@buxtoncivicasociation.org.uk](mailto:Dave.Green@buxtoncivicasociation.org.uk) for response.

2.2 BCA is seeking the submission of tenders for the provision and operation of a café with associated seating area located at Poole's Cavern Visitor Centre and Buxton Country Park. The tender is for a term of three years with the option of BCA extending it for a further two years.

2.3 BCA has made all reasonable endeavours to provide an accurate description of BCA's requirements. This does not, however, negate your obligations to fully familiarise yourselves with the nature and extent of the requirement and obligations that are needed to meet BCA's requirements.

2.4 Any information relating to BCA and supplied by BCA or otherwise acquired by you in connection with this tender shall be kept by you in strictest confidence and you must not disclose it to any person except information which may be disclosed so far as is necessary for the purpose of obtaining Bonds/Guarantees (where required) and for the necessary preparation for the submission of this quote.

2.5 You are advised that BCA is not bound to accept the lowest priced quote or any quote submitted. You are also advised that BCA may accept all or any part of any quote. Each item will be considered individually.

2.6 You will be responsible for and bear all of your own costs, liabilities and expenses which may be incurred in the preparation of your Tender regardless of whether a contract is awarded.

2.7 BCA may, in its absolute discretion refrain from considering any Tender if:

- the Tender is not completed strictly in accordance with the instructions in this ITT and all other provisions of the Tender documents.
- the organisation submitting the Tender makes or attempts to make any qualification or variation to the terms of the ITT.
- information is provided far more than what is being asked for, as it is likely it will not be read or scored.
- there are gaps or omissions in the Tender where information is requested.



## 3. Tender Instructions

3.1 You must:

- Understand each point raised in the Specification (Section 3);
- Complete the Quality Evaluation (Section 4);
- Complete the Pricing Schedule (Section 5);
- Complete Minimum Requirements Information (Section 6);
- Sign the Declaration in Section 7.



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## 4. Tender Enquires

4.1 Should you be in any doubt as to the interpretation of any part of this document, you must raise a question with David Green, the contract manager, who will answer your query prior to the submission of your Tender. The latest date you can raise your query is not later than 14 days before the due date for the return of Tenders.

4.2 You are advised that where such enquiries have been made, and it is appropriate to do so, BCA will send a copy of the enquiry, with the answer, to all participants with anonymity preserved.

4.3 Where an applicant specific enquiry is made, a copy of this enquiry will not be sent to all participants.

4.4 BCA reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to a request would be likely to prejudice its commercial interests.

4.5 While BCA has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in it are true and accurate in all material respects, BCA does not make any representation or warranty as to the accuracy or completeness or otherwise of this tender, or the reasonableness of any assumptions on which it may be based. All information supplied by BCA to you, including that contained in this Tender, is subject to your own due diligence. BCA accepts no responsibility to you whatsoever and however arises and whether resulting from the use of this Tender, or any omissions from or deficiencies in the ITT.



## 5. Tender Format

5.1 All Tenders must be written in English and prices submitted are to be presented in Pounds Sterling, exclusive of VAT, or as a % of turnover.

5.2 You must enter Quoted prices or % of turnover in the form specified in the ITT. This must include the total price / % of turnover for the Service including all costs relating to the Tender.

5.3 You will have the opportunity to attend a pre-booked initial site meeting prior to the submission of the tender application. The dates and booking procedure is on the Intention to Tender form.

5.4 You will be required to attend an interview to discuss your application and the practical details of operating the contract. Dates will be conveyed to all Suppliers in due course if required.

5.5 You shall be deemed to have obtained all necessary and relevant information for the completion of this Tender and to have allowed for all costs in the Tender price. BCA will not accept any claim from you or request for variation to terms as a result of any failure by you to do so.

5.6 This includes that you have obtained all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect your Tender. BCA accepts no liability for any claim or variation made on the grounds of insufficient knowledge of nature or extent of the tender.

5.7 BCA reserves the right, at its discretion, to require additional information following the submission of Tenders.

5.8 Applicants should note;

*BCA will not negotiate any of the substantive terms of the ITT. You must include in your response a commitment to the effect that you have no material issues with the proposed Contract terms. If you have material issues with the Contract terms you must submit proposed amendments to the Contract terms along with your Tender. BCA will consider your amendments but will not automatically accept them. Any issues raised by an applicant with the Contract terms after the Tender deadline date has passed will not be considered.*



## 6. Tender Submission

**6.1** The Tenders must be provided electronically to David Green, CEO at Dave.Green@buxtoncivicassociation.org.uk no later than **12 noon on Tuesday 6 January**. No late submissions will be considered nor will tenders received outside this requirement. Incomplete tenders may be rejected on grounds of non-compliance.

**6.2** The electronic file(s) submitted should be readable and provided in PDF format. BCA will make all reasonable endeavours to open your file(s); however, in the event it cannot open the file(s), your submission may be rejected. Receipt of the tender documentation will be confirmed to you by David Green or BCA appointee by email.

**FAILURE TO SUBMIT ANY OF THE DOCUMENTATION REQUESTED MAY MEAN THAT YOUR SUBMISSION IS DEEMED INVALID.**

**6.3** Please do not send any other information that has not been asked for in this document.

**6.4** BCA may, in its absolute discretion, extend the Tender deadline. Any extension will apply to all Suppliers, and all Suppliers will be notified accordingly.

## 7. Tender Validity Period

**7.1** Tenders must remain open for acceptance for a period of 90 days from the Tender return date.



## 8. Evaluation Criteria

8.1 Tenders will be evaluated on the basis of the Most Economically Advantageous Tender (MEAT). The evaluation will be a balance of quality and price to determine best value and selection of a partner who, based on its quote, should provide the most effective and reliable service. BCA does not undertake to accept the highest tender and reserves the right to accept any tender submitted.

8.2 Each tender will be checked initially for compliance with all requirements of the ITT.

8.3 Tenders will be evaluated to determine the most economically advantageous tender with a weighting of 40% for pricing and 60% quality and technical capability.

8.4 Insurance – marked on basis of	Pass / Fail
Financial information – marked on basis of	Pass / Fail
Price	40%
Health and Safety – marked on basis of	Pass / Fail
Equalities – marked on basis of	Pass / Fail
Environmental Issues – marked on basis of	Pass / Fail
Quality	60%

8.5 **Quality Score (60%).** Quality will be evaluated against pre-determined criteria and sub criteria as shown below. The weightings to be applied to Evaluation Criteria and any sub criterion where applied are also set below.

Evaluation Criteria	Weighting (%)
Business Tendering	40%
Staff Opportunities and Training	20%
Knowledge and Experience	20%
Engaging the Local Community, Poole's Cavern, Buxton Country Park and the Buxton Civic Association	10%
Marketing	10%
<b>TOTAL</b>	<b>100%</b>

Quality will be demonstrated through the Method Statement Questions at Section 4

The highest total quality score will be awarded a maximum 100%. All the other returned quote quality scores will be given a % score relative to that. This will be done for each quote by dividing the quality evaluation scores by the highest quality evaluation score, multiplying by 100 and the resulting quality score is multiplied by the quality weighting of 60%. This will give a score for their quoted quality relative to the highest.

Price Score (40%). Pricing will be evaluated to ensure all relevant costs are visible and comparable, including sensitivity analysis where determined appropriate.

The highest tendered sum will be awarded a maximum 100%. All the other returned quoted tenders will be given a % score relative to that. This will be done for each bid by dividing the organisation's tendered sum by the highest tendered sum, multiplying by 100 and then multiplying the product by 40%. This will give a score for their quoted percentage relative to the highest.



## 8.6 Example Matrix (A typical Final Ranking matrix is demonstrated below)

PLEASE NOTE THAT THIS IS AN EXAMPLE OF A 40% QUALITY/ 60% PRICE ONLY, FIGURES INCLUDED ARE NOT RELEVANT TO THE SERVICES IN QUESTION

Quality	40%					
Price	60%					
<b>Supplier</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>Q</b> Quality Scores	80	60	40	20	52	
Adjusted Quality Score	100	75	50	25	65	
Weighted Quality	40	30	20	10	26	
Quality Positions	1	2	4	5	3	
<b>P</b> Total Price Supplied	25000	35000	20000	23000	22000	
Adjusted Price Score	80	57	100	87	91	
Weighted Price Score	48	34	60	52	55	
Price Positions	4	5	1	3	2	
<u>Final MEAT</u> Weighted Score (A + B)	88	64	80	62	81	
<b>Final MEAT Evaluation Position</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>5</b>	<b>2</b>	

## 8.7 Financial References

At its discretion, BCA may also undertake Financial Checks and request bank references. Additional references may also be sought to support your responses.

## 9. Notification of Award

9.1 BCA will notify the successful applicant(s) of acceptance of their tender by telephone and electronically. BCA will notify the unsuccessful applicant(s) in the same way. Applicants must not contact BCA to find out the outcome before such notification is issued.

## 10 Timetable

10.1 These dates are indicative and are only for planning purposes and maybe subject to change. You will be notified throughout the process of the actual dates and any changes with sufficient notice. You should make every effort to make resources available during these times.

Process	Dates
Invitation to Tender Issued	28.11.2025
Intention to Tender returned by	16/12/2025
<b>Invitation to Tender Submission Deadline</b>	<b>06/01/2026 by 12 noon</b>
Evaluation of Tenders	W/C 12/01/2026
Interview / Presentations	W/C 19/01/2026
Intention to Award Contract notification	27 January 2026
Proposed Contract Start Date	16/03/2026

## 11. TUPE (Transfer of Undertakings – Protection of Employment)

11.1 The application of TUPE will always be a matter of law based on the individual circumstances of the particular transfer and you should seek your own legal advice.

## 12. Freedom of Information (FoIA)

12.1 BCA may disclose ITT information to its officers, employees, agents or partners for the purpose of conducting this competitive exercise and subsequent contract management. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), BCA may be required to disclose information submitted by the ITT Supplier.

If an applicant considers that any of the information included in its response to the ITT is commercially sensitive, the applicant should identify it and detail:

- (in broad terms) what harm may result from disclosure if a request is received;
- and
- the time period applicable to that commercial sensitivity.
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However, it should be noted that even where an applicant has indicated that information is commercially sensitive, BCA may still be required to disclose it under FoIA.

By submitting an ITT the applicant agrees to this information being securely held by BCA in an electronic format.

## 13. Fraud

13.1 Effective anti-fraud and control measures are a key element of good administration to protect public funding. Both partner and sub-contractors are expected to have in place systems and processes that seek to prevent fraud and ensure that it will be detected and reported on promptly if it does occur.



## 14. Compliance with Legislation and BCA's policies and procedures

14.1 BCA has obligations and duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (as amended and superseded from time to time). The chosen partner will facilitate BCA's compliance with BCA's obligations under these provisions and comply (at its own cost) with any reasonable request from BCA for that purpose. The Supplier will note particularly that BCA may be required to provide information relating to this tender, the Contract or the Supplier to a third party in order to comply with its obligations under these provisions.

14.2 In the performance of the Contract the chosen partner will comply with BCA's Financial and Procurement policies and procedures. Where the chosen partner purchases goods, works or services on behalf of BCA in the course of providing the Services under the Contract, it will comply with BCA's policies and procedures as though it was an employee of BCA. The chosen partner will ensure that BCA receives the benefit of all guarantees and warranties provided by any such Suppliers of goods, works or services, either directly or through a collateral warranty agreement (as applicable).

14.3 BCA is committed to providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful tenderer will be equally committed to equality and diversity in its employment practices and services provision, and will ensure compliance with all anti-discrimination legislation, the Equality Act 2010 (as amended and superseded from time to time) and any relevant codes of practice and best practice issued by the Government and the appropriate agencies.

- Tenderers should note that the successful chosen partner would be asked to contract with BCA to ensure that they adhere to these obligations. BCA will, if appropriate, monitor the successful tenderer's compliance throughout the Contract Period

14.4 The successful chosen partner will in the performance of the Contract comply with all aspects the Human Rights Act 1998.

14.5 The chosen partner will make best efforts to secure compliance with the provisions in this clause 14 by its employees, agents and sub-contractors employed in the execution of the Contract.



## 15. Assignment and Sub-Contracting

15.1 BCA may assign, transfer or in any other way deal in or dispose of the benefit or burden of the whole or any part of the Contract if it has a requirement to do so and will inform the chosen partner of any such dealing.

15.2 The chosen partner will not sub-contract, assign, transfer or in any other way deal in or dispose of the benefit or burden of the whole or any part of the Contract without BCA's prior written agreement.

15.3 Assigning or sub-contracting the whole or any part of contract will not relieve the chosen partner of any obligation or duty attributable to the partner under the Contract and the chosen partner will be responsible for the acts omissions defaults and negligence of its assignees and sub-contractors as though they are its own. The chosen partner will include a term in its contract with its sub-contractors requiring them to comply with the terms of the Contract. The chosen partner will not use the services of self-employed individuals without BCA's prior written agreement.

15.4 Where the chosen partner enters into a sub-contract with a third party for the purpose of performing the Contract, it will include a term in such sub-contract that the sub-partner will comply with the terms of the partner's Contract with BCA and a term that provides that payment will be made by the Partner to the sub-partner of undisputed sums within a specified period not exceeding 30 days from the receipt of a valid invoice (as defined in the terms of the sub-contract).

## 16. Prevention of Corruption

16.1 BCA may terminate this contract and recover all its loss if the Supplier, its employees or anyone acting on the Partner's behalf do any of the following things:

- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other BCA contract (even if the partner does not know what has been done); or
- (b) commit an offence under the Bribery Act 2010; or
- (c) commit any fraud in connection with this or any other BCA order or contract whether alone or in conjunction with BCA's Members, Suppliers or employees.

16.2 Any clause limiting the Partner's liability shall not apply to this clause 16.



## 17. Right to Purchase Elsewhere

17.1 If the Partner fails to deliver the Goods/Services or any part thereof within the time or times specified in the Contract, BCA may, without prejudice to any other remedy for breach of contract, reserves the right to either:

- (a) terminate the Contract either wholly or in respect of that part of the Contract for which the Partner is in default; and/or
- (b) purchase the relevant Goods/Services of the same or similar description to make good the default; or in the event of the Contract being wholly determined to procure the goods or services required from any third party without any obligation to the Partner in respect of the Contract.

## 18. British Standards

18.1 Where a British Standard Specification or British Standard Code of Practice or other recognised standard laid down by a regulatory body for the industry concerned applies to any or all goods and materials used or supplied by the Partner, the goods and materials used or supplied, and the workmanship shall be at minimum to such standards required.

## 19. Publication of Spend

19.1 The Partner is advised that charities are required by law to publish details of all spending, including details of contracts.

19.2 The Partner is advised that BCA may therefore publish details (to the extent and in the manner required by the Charity Commission) of the Tender process and any contract awarded.

19.3 The Partner must comply with any reasonable request from BCA in order to assist BCA in complying with its obligations in respect of this requirement.





# 2. Terms and Conditions

The terms and conditions for this contract are attached as a separate document.

Please note this document is in draft form and will be updated with the relevant details for the winning supplier; this document is in conjunction with the general conditions contained within this Invitation to Tender.



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# 3. Specification

## The Catering Facilities

### Introduction

The café at Poole's Cavern and Buxton Country Park is located in the Poole's Cavern Visitor Centre, which is immediately available to all visitors whether or not they visit the cavern or country park. It is located adjacent to the main shop and visitor reception and is accessible to non-cavern external trade as well as visitors.

The café seats approximately 43 people inside and an additional 86 people outside. A production kitchen and a preparation / service kitchen, with fitted heavy and light equipment will be provided for use of the caterer. The caterer may be required to provide some additional items of light equipment in the kitchen.

The café is furnished with tables, chairs and highchairs, a servery counter and back counter, refrigeration and light equipment. The caterer may be required to provide some additional items of light equipment in the café.

Please note that the kitchen can be accessed from the café area in addition to via a separate entrance and exit which cannot be used by members of the public.

### Service and Food Offer

The Partner is required to provide a high quality range of hot and cold foods and drinks to Poole's Cavern and Buxton Country Park visitors. The menu need not be extensive but should offer good value for money. BCA recognises that if the café is to maximise its financial performance and return, then it will be important to maximise the number of non-visitor customers. The quality of the offer, including both service and food, will therefore be crucial in determining the ability of the café to attract passers-by and become a destination in its own right.

It is envisaged that an assisted service catering system will be operated.

If the Partner operates the catering services for BCA meetings, private events and public events, then the quality of the food and service needs to meet the same high standards.



BCA is seeking a Partner who is able to maximise the revenue earning potential of associated catering services throughout the site. Tenderers are asked to outline how they propose to maximise catering revenues throughout these areas and how they would wish to work with BCA, Poole's Cavern and Buxton Country Park to achieve this.

### **Minimum Level of Service**

The café is to be ready for trading upon the daily opening of the visitor centre to visitors at 9.45am and currently 5pm each day, 4pm in winter. The café and visitor centre do not open on Christmas Day and in 2025 Boxing Day, although there has been success with Boxing Day in previous years. We are completely open to discussions on opening hours including evenings etc.

Whilst hot food items may be prepared to order, the supply of hot drinks, a range of cold drinks and cold snacks will be required to be available immediately on opening.

Staffing levels and equipment provision should ensure that customers are not waiting to be served for longer than 7 minutes during peak trading periods.

The caterer will also be responsible for keeping all catering areas in a clean and tidy condition throughout the day, with used tables cleared within no more than 5 minutes of departure of past customers.

### **Food Standards**

All foods must be stored, prepared, cooked and served in accordance with all requirements of the prevailing health and food hygiene regulations. Where possible, food should be freshly prepared on site.

The Partner will be required to exclude deep fried foods. Alternative menu choices to deep fried foods will therefore be welcomed.



BCA believes that the food offered within the café should not only include 'healthy options', but also some indulgent treats to arouse and stimulate the senses and add to the overall pleasure of visiting Poole's Cavern and Buxton Country Park. Indicative menus and pricing should be included as part of the tender response.

The menu should reflect quality at all price levels. Local, regional and free range food should be used where possible and special dietary needs catered for. The caterer may further wish to forge relationships with the 'Taste of The Peak District' and the 'Peak District Environmental Quality Mark' organisations to increase the profile of the café.

## **Staffing**

The catering operation must be manned at all times by sufficient well trained staff to enable the minimum standards of service previously stated to be attained. All staff must be suitably attired in clean uniforms, be experienced in providing a high standard of customer service and be fully trained in the operation of the facilities for which they are responsible.

There must be a clearly designated person responsible for the catering operation on duty at all times.

The successful Partner will be required to employ a manager or other employee who holds a personal alcohol licence and to ensure that at least one such person is on site during opening hours.

Immigration documentation of any foreign nationals employed must be checked and copied to ensure they are eligible to work in the United Kingdom.

## **Training**

All staff must be in possession of a valid Food Hygiene Certificate, appropriate to their level of responsibility and job role.

In addition, the Partner is expected to produce a Food Safety Management System, which may be in the form of 'Safer Food Better Business'. The plan must include the origins of foods and methods / practices for transportation, storage, preparation and service of all food items. This should include practices for operating and monitoring food temperature control, cleaning and hygiene schedule, safe handling and storage of cleaning chemicals and equipment and hygienic handling of money.



Such parts of the above plan that require daily or weekly monitoring must be recorded and retained on site for inspection.

A full risk analysis should also be undertaken following the award of the contract and this should also form part of the basis for staff training. It will be the responsibility of the caterer to ensure that all staff are trained to use the items of equipment provided and the appropriate cleaning materials.

All staff will also be required to attend BCA Poole's Cavern Visitor Centre security and fire awareness training in addition to a BCA Poole's Cavern Visitor Centre induction with a member of BCA staff to enable them to gain a deeper 'sense of the place' and become part of a cohesive organisation in the face of the public.

## **Goods and Equipment**

An inventory of all equipment provided by BCA in the café and kitchens will be supplied to the successful Partner.

Food and drinks served as 'take-away' items, away from the main café area, must be supplied in disposable containers, with consideration given to the use of environmentally friendly materials where possible. Every attempt should be made to use biodegradable or recycled products wherever possible. Polystyrene containers or service items and plastic straws must not be used.

### ***Deliveries times to be agreed with chosen partner.***

The caterer will be responsible for maintenance costs associated with all heavy equipment, which must be undertaken by suitably qualified engineers. Should any of the equipment supplied be deemed uneconomic to repair, BCA will write this off and the operator will replace the equipment with a suitable alternative. The Partner will not destroy, remove or write off any equipment without written permission from BCA.

All maintenance issues must be reported to BCA Poole's Cavern management. The Partner must ensure all light electrical equipment is Portable Appliance Tested (PAT) annually and a copy of the certificate submitted to BCA Poole's Cavern management.

The Partner is also responsible for the replenishment of light equipment to the original agreed specification and inventory.



## Cleaning

The Partner will be fully responsible for the cleaning of the catering areas, including both the service and public areas. A cleaning schedule will be agreed at the outset by BCA and Poole's Cavern Visitor Centre management and the successful caterer, and BCA retains the right to specify additional work as required within the catering areas.

The Partner is also responsible for removing waste from areas used for catering in addition to the café, and for returning these areas to the condition they were in prior to the hire.

The Partner should use cleaning products that meet the EQM environmental standard reflecting our commitment to sustainability.

The Partner is responsible for the regular cleaning of all extraction canopy, filters and ducts.

## Health, Safety and Hygiene

It is the responsibility of the Partner to ensure that the catering operation meets all the requirements stipulated by current legislation. This is to include, but not be limited to:

- COSHH – Control of Substances Hazardous to Health
- HACCP – Hazard Analysis Critical Control Points
  - Food handling plans
  - Cleaning and hygiene schedules
  - Temperature control
  - Food storage
  - Food transportation
  - Cleanliness
  - Auditing and monitoring of suppliers

As noted previously, it is also the responsibility of the partner to ensure that all staff are suitably trained in each of the areas listed above.

## First Aid

The partner must ensure a member of staff with an appropriate first aid qualification is on duty at all times. A correctly stocked first aid kit must be available for all catering staff, and a current documented accident reporting procedure must be adhered to.



## **Waste Disposal**

All waste materials generated by the catering operation or deposited in the bins provided by the caterer are to be removed from site at the end of each day's trading. The caterer should have a plan to recycle those items that can reasonably be recycled.

## **Storage**

Two storage rooms are available for use by the partner which are adjacent to the café and service kitchen.

## **Parking**

Parking is available for staff in the main Poole's Cavern Visitor Centre car park. Staff parking is free of charge.

## **Period of Agreement**

It is proposed that the period of agreement for the café at Poole's Cavern and Buxton Country Park should be for a period of 3 years from 16 March 2026 (TBC). An option for a further 2 year period may be available.

## **Trading Hours**

The catering operation at Poole's Cavern and Buxton Country Park Visitor Centre is to be operational daily we are open to discussion on extending trading hours with the chosen Partner.

## **Marketing**

BCA and Poole's Cavern and Buxton Country Park will be responsible for the marketing and promotion of the sites to visitor markets. However, it is recognised that the caterer may wish to promote the facilities for special menus, offers and events, and BCA will be fully supportive of such activity.

However, the image portrayed on any promotional materials used for this purpose must follow the style and standard used by BCA, and BCA will require that any promotional materials produced by the partner be agreed in advance. BCA will not unreasonably withhold their permission for the use of the Poole's Cavern logo and agreed marketing materials.



## Operating Costs

The partner will be expected to meet all operating costs, including: costs of sale, labour, direct operating costs arising from the operation of the catering services, energy, communications and any additional marketing expenditure.

The partner will be responsible for a percentage of the services (water, sewerage, waste and gas and electricity) supplied to BCA at Poole's Cavern Visitor Centre as follows:

Electricity: 100% of sub-metered supply.

Gas: 100% of sub-metered supply.

Waste: 60%

Water and Sewerage: 33.33%

These charges will be invoiced to the operator in arrears. The operator will be required to make payment of these charges within 14 days of receipt of the invoice for utilities and charges.

The partner will be expected to meet all such operating costs as they become due and failure to do so may lead to the termination of the contract.



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## Financial Information

During the term of the contract the partner must provide BCA with annual accounts verified by an independent accountant at the end of quarter one. The accounts must include details of gross and net income for all catering and related services provided at Poole's Cavern Visitor Centre and Buxton Country Park.

The appointed café partner will be required to deliver and report against the following Key Performance Indicators (KPIs) to ensure consistent quality, commercial success, and alignment with BCA values:

### 1. Footfall and Growth

- Achieve a minimum of **10% year-on-year growth** in café-driven visitor numbers.

### 2. Customer Satisfaction

- Maintain a minimum **90% positive customer satisfaction rating**, measured through Google, TripAdvisor, and/or other agreed feedback platforms.

### 3. Sustainability Performance

- Achieve **100% compliance** with the BCA's sustainability standards, including waste reduction, energy efficiency, and environmentally responsible sourcing.

### 4. Local Sourcing

- Ensure a minimum of **30% of all products and ingredients** are sourced from **local or regional suppliers**, supporting local producers and reducing environmental impact.

### 5. Legal and Operational Compliance

- Maintain full compliance with all relevant **food safety, health and safety, and licensing regulations**.

### 6. Environmental Health Standards

- Attain and retain a **5-star Food Hygiene Rating** from the Environmental Health Officer (EHO).

### 7. Financial Performance

- Meet or exceed **agreed revenue and profit targets** as defined within the tender's financial proposal and contractual agreement.

### 8. Staff Training and Development

- Ensure continuous professional development and certification of all staff, including but not limited to:
  - Food Hygiene qualifications
  - First Aid certification
  - Personal Licence training (where applicable)



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## Reporting Requirements

The chosen partner will be required to produce a comprehensive **quarterly report** detailing:

- **Operational overview** – summary of café performance, staffing, and key activities
- **KPI performance** – progress against agreed Key Performance Indicators
- **Marketing and promotional outcomes** – summary of campaigns, events, and their impact
- **Partnership activities** – collaborations with BCA, local suppliers, and adjacent operators
- **Financial performance** – revenue figures and variance against targets
- **Visitor metrics** – café-driven footfall and customer demographics
- **Customer feedback** – analysis of satisfaction ratings and reviews
- **Sustainability compliance** – evidence of alignment with BCA sustainability objectives
- **Complaints data** – summary of any issues raised and actions taken

In addition, the partner will be required to provide an **annual strategic review** and forward plan, outlining performance highlights, lessons learned, and proposals for future development, innovation, and growth.

If requested the operator must make available daily till rolls etc., for example, if the operation is subject to a BCA audit.

If the successful tender bid is a % of turnover, a weekly breakdown of sales and a monthly statement of turnover must be submitted to BCA management within 21 days of each month end.

## Security

The partner must become fully conversant with the procedures and security arrangements for BCA and Poole's Cavern Visitor Centre and comply with BCA security policy and procedures.

The partner is responsible for the collection and banking of cash in the café on a regular basis to ensure large sums of money are not kept on site.

The partner is responsible for the security of all catering stock, including alcohol.



## **Hand Over/Termination**

At the end of the agreement, should the partner have been unsuccessful in any further tender process, the partner is expected to work closely with BCA and Poole's Cavern Visitor Centre to ensure any handover is conducted smoothly. An inventory of all equipment will be required and potential TUPE implications discussed.

Where required the partner will be expected to provide the appropriate TUPE information as requested by BCA.

## **Landlord and Tenant Act 1954**

The Lease terms will exclude security of tenure (ss24-28 of the Landlord and Tenant Act 1954).



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# 4. Quality Evaluation

The following Method Statements cover the specific information required by BCA and Poole's Cavern Visitor Centre. Answers should be concise and include examples of relevant contracts to demonstrate experience wherever possible. Please refer to Section 1 for how responses will be scored.

## 1.1 Knowledge and Experience (20%)

1: Please provide details of any services similar in size and nature to those required under the contract over the past three years, including details of when the services were provided and to whom.

2: In respect of your understanding of Buxton Civic Association's requirements, please state how you will utilise your experience, giving examples where appropriate.

## 1.2 Business Offering (40%)

3: Please confirm whether your organisation has ever had a contract terminated in the last 5 years. If so, please provide details.

4: In respect of your understanding of Buxton Civic Association's requirements, please identify areas of risk and how these risks will be managed.

5: How would you demonstrate the quality of service delivery to the Buxton Civic Association, if you were awarded the contract?

6: What do you consider to be essential performance indicators to this service?

7: Please indicate what innovative ideas you can bring to the delivery of the service within the contract?

8: Please provide full details of the organisations up and downstream of your supply chain and give examples as to how you manage your relationship with suppliers.

9: What arrangements would you have in place for ensuring food safety, ethical supply chain and product traceability?

## 1.2 **Business Offering (40%) cont.**

10: What arrangements would you put in place to minimise the number of 'Food Miles' for those ingredients that you are unable to source locally?

11: What contingency arrangements would you put in place for service during periods of emergency?

12: Please provide details of how you would minimise the level of waste produced by the service.

13: Please provide details as to how you measure and maintain quality. Please explain your quality assurance procedures and improvement processes.

14: Buxton Civic Association is keen to see that the food offer will be varied on a regular basis, with no genetically modified foods and minimised levels of fat and salt in prepared foods. Please provide indicative menus and tariffs for each trading time, supported by specifications of the main protein items and the volume or portion size and type of product to be used for each menu type. The tariff should be (similar to) the proposed tariff for Spring 2026.

## 1.3 **Staffing (20%)**

15: Please provide details of the key individuals that would be responsible for this contract.

16: Please provide details of the training and development that is provided to your staff.

17: Please provide details of how you may provide opportunities for local people if you are successful in the tender process.



1.4 **Engaging the Local Community, Poole's Cavern, Buxton Country Park and Buxton Civic Association's (10%)**

18: Please explain how you will collaborate, interact and develop strong working relationships with Buxton Civic Association and Poole's Cavern Visitor Centre site management.

19: Please explain how you will engage with the local community and Buxton Civic Association to provide a café concession that enhances the environment and improves the customer experience at the Poole's Cavern Visitor Centre and Buxton Country Park.

20: What ingredients for your proposed menus would be sourced locally? Local foods would also be seen as those that aid the promotion of the Taste of the Peak District and the Peak District Environmental Quality Mark and would therefore be sourced regionally.

1.5 **Marketing (10%)**

21: Please describe how you intend to market this cafe





# 5. Pricing Schedule

## FORM OF TENDER

Tender for the Catering Rights at the Buxton Civic Association Café at the Poole's Cavern Visitor Centre and Buxton Country Park

Contract for the catering rights to allow for the provision of a daily catering service to visitors and members of the public at the Poole's Cavern Visitor Centre and Buxton Country Park through the operation of a café with 43 internal seats and 86 external seats.

## FORM OF TENDER

To: Buxton Civic Association

FAO: David Green

CEO

Via [David.Green@buxtoncivicasociation.org.uk](mailto:David.Green@buxtoncivicasociation.org.uk)

Date:

Dear Sir/Madam,

## TENDER FOR THE CATERING RIGHTS

I/We the undersigned, hereby tender and offer to provide the Contract as listed below, which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

I/We confirm that I/we can supply the Contract as specified in the Invitation to Tender as the rates shown below.

Payment for the Catering Rights for the provision of a daily catering service to the visitors and members of the public at the Poole's Cavern Visitor Centre and Buxton Country Park through the operation of a café with 43 internal seats and 86 external seats.



£

(Insert figure NET of VAT)p.a.

Please Note: A fixed fee OR % of turnover, payable to Buxton Civic Association trading as BCA Trading 2026.

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to commence the Contract from the proposed date of 16 March 2026 (or otherwise agreed with Buxton Civic Association).

I/We understand that Buxton Civic Association reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any such information becomes untrue or misleading that I/We shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by:

Name(s):

Position:

For and on behalf of:





# 6. Part A - Minimum Requirements

You should answer Yes or No to each question in the right-hand column. If you cannot answer 'Yes' to each question, we cannot evaluate your ITO further. We may ask for further evidence to support your responses. (If left blank no minimum requirements apply to this process).

Minimum Requirements	Is this minimum requirement met?
N/A	N/A

We are also required to treat as ineligible economic Suppliers who have committed (or whose directors or certain other officers have committed) certain offences.

If you cannot answer 'No' to all of the following questions, we will not consider your ITT further, unless we are satisfied that there are overriding requirements in the general interest which require us to do so. You should contact us only in writing and before final date of submission of the applications if you believe this to be the case.

1.0	GROUNDS FOR MANDATORY REJECTION	Pass or Fail
	Has your organisation or any directors or partners or any other person who has power of representation, decision or control been convicted of any of the following offences?	Answer Yes or No
1.1	Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the criminal Attempts and Conspiracy (Northern Ireland) Order where that conspiracy relates to participation in a criminal organisation.	
1.2	Corruption within the meaning of the Prevention of Corruption Act 1906 where the offence relates to active corruption.	
1.3	The offence of bribery, where the offence relates to active corruption;	

1.4	Bribery within the meaning of section 1 or 6 of the Bribery Act 2010	
1.5	Fraud, where the offence relates to fraud within the meaning of the Fraud Act 2006:	
	<ul style="list-style-type: none"> <li>the offence of cheating the Revenue;</li> </ul>	
	<ul style="list-style-type: none"> <li>the offence of conspiracy to defraud;</li> </ul>	
	<ul style="list-style-type: none"> <li>fraud or theft within the meaning of the Theft Act 1968 or the Theft Act (Northern Ireland) 1969;</li> </ul>	
	<ul style="list-style-type: none"> <li>fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;</li> </ul>	
	<ul style="list-style-type: none"> <li>fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</li> </ul>	
	<ul style="list-style-type: none"> <li>destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</li> </ul>	
	<ul style="list-style-type: none"> <li>fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or</li> </ul>	
	<ul style="list-style-type: none"> <li>making adapting, supplying or tendering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;</li> </ul>	
	<ul style="list-style-type: none"> <li>money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002</li> </ul>	
	<ul style="list-style-type: none"> <li>an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;</li> </ul>	
	<ul style="list-style-type: none"> <li>an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;</li> </ul>	

BCA is also entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further.

If you cannot answer 'No' to every question it is possible that your ITT will be rejected. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently.

The information provided will be taken into account by BCA in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

2.0	GROUNDS FOR DISCRETIONARY REJECTION	Pass or Fail
2.1	Is any of the following true of your organisation?	Answer Yes or No
	(a) being an individual, is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order (2) made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
	(b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	
	(c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 and amendments in 2020 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	

2.1	Is any of the following true of your organisation?	Answer Yes or No
	(d) been convicted of a criminal offence relating to the conduct of your business or profession;	
	(e) committed an act of grave misconduct in the course of your business or profession;	
	(f) failed to fulfill obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	
	(g) failed to fulfill obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
	(h) is guilty of serious misrepresentation in providing any information referred to within this Regulation or Regulation 24, 25, 26 or 27 or has not provided such information in response to a request by a contracting authority.	

# 6. Part B - Business Overview

3	BASIC DETAILS OF YOUR ORGANISATION	For Info
3.1	Name of the organisation in whose name the Tender application would be submitted:	
3.2	<p>Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the criminal Attempts and Conspiracy (Northern Ireland) Order where that conspiracy relates to participation in a criminal organisation. Name of the organisation that Buxton Civic Association will be contracting with (should its quote be successful):</p> <p>Please note, if the name in 3.1 or 3.2 is a 'trading as' name, please provide the full name of the organisation including the trading name (e.g. X LTD trading as Y)</p>	
3.3	<p>Contact name for enquiries about this submission:</p> <p>Contact position (Job Title):</p> <p>Contact's telephone number:</p> <p>Contact's fax number:</p> <p>Contact's email address:</p>	
3.4	<p>Organisation's Registered Address:</p> <p>Post Code</p>	
3.5	<p>Organisation's Correspondence address if different from above:</p> <p>Address:</p> <p>Post Code:</p>	

3	BASIC DETAILS OF YOUR ORGANISATION	For Info
3.6	Telephone number:	
3.7	E-mail address:	
3.8	Website address (if any):	
3.9	Company/Charity Registration number (if this applies):	
3.10	Date of Registration: Registered address if different from the above: Post Code:	
3.11	VAT Registration number:	
3.12	Is your organisation:(Please tick one)	
	<ul style="list-style-type: none"> <li>◦ a public limited company</li> </ul>	
	<ul style="list-style-type: none"> <li>◦ a limited company?</li> </ul>	
	<ul style="list-style-type: none"> <li>◦ a partnership</li> </ul>	
	<ul style="list-style-type: none"> <li>◦ a sole trader</li> </ul>	
	<ul style="list-style-type: none"> <li>◦ other (please specify)</li> </ul>	

<b>3</b>	<b>BASIC DETAILS OF YOUR ORGANISATION</b>	<b>For Info</b>
3.13	Name of parent company (if this applies):	
3.14	Companies House Registration number of parent company (if this applies):	

<b>4</b>	<b>DETAILS OF OTHER MEMBERS OF YOUR CONSORTIUM (IF APPLICABLE)</b>	<b>For Info</b>
	Do you intend working as a consortium, joint venture or other arrangement?	

If Yes, please complete the table below providing details of each organisation, their role in delivering the service and the intended relationship between you (as the Principal Supplier) and the other organisation(s) listed.

You should complete the basic details of your organisation (Question 3.0) form for each member of the partnership/consortium and depending on your response to this question, we may ask you to provide further information for each organisation in due course.

Please identify which organisation will be the Principal Supplier and therefore the entity who, if successful, who will solely sign the contract with Buxton Civic Association.

Please note Buxton Civic Association reserves the right to require a successful consortium to form a single legal entity if appropriate.

Organisation	Intended Role	% of Contract	Relationship to Principal Supplier



## 5. SERVICE DELIVERY STRATEGY (SUB-CONTRACTING)

Do you intend to sub-contract the provision of any of the services / contract?

If Yes, please complete the table below, providing details of each organisation, their role in delivering the service and the intended relationship between you (as the Principal Supplier) and the other organisations listed.

Service	Organisation Name and Address	No. of Employees	% to be Sub-Contracted	No. of Years Working Together

6	SERVICE DELIVERY STRATEGY (SUB-CONTRACTING)	Pass or Fail
6.1	Is your business registered with the appropriate trade or professional register(s) in the country or EU member state where it is established under the conditions laid down by that member state)?	
6.2	Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement or service? If yes, please provide details of what is required and confirm that you have complied with this	

7. BUSINESS ACTIVITIES		FOR INFO
7.1	What are the main business activities of your organisation?	
	Response:	
7.2	How many staff does your organisation have (a) in the applicant organisation and (b) specifically the number that will be delivering the services?	(a)  (b)
8.	FINANCIAL INFORMATION	Pass or Fail
8.1	<p>Financial Checks – You should be aware that Buxton Civic Association uses a credit reference and financial status records agency. It is Buxton Civic Association's policy to check the financial status and stability of Suppliers prior to contract inception, where appropriate. You should be aware that Buxton Civic Association may take up financial checks just before award of contract. Buxton Civic Association may choose to exclude Suppliers from the procurement process if a Supplier's credit reference score and financial status represent a risk to Buxton Civic Association.</p> <p>In addition to this financial check, further tests may be conducted which may include a review of current assets against liabilities, profitability over the previous four years, size of any long term liabilities (particularly where these are financed by external bank loans), the structure of the company and whether it is or could be supported by a Parent Company, the value of current reserves, whether the Supplier is long-established, plus consideration of the size of the contract against the organisation's turnover.</p>	
What was your turnover in the last two years? (If this applies)		£                      £

8.	FINANCIAL INFORMATION	Pass or Fail
Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?		
If "No" what were the reasons, and what has been done to rectify the situation?		
Has your organisation met all its obligations to pay its creditors and staff during the past year?		
If "No" please explain why not:		
What is the name and branch of your bankers who could provide a reference?		
If asked, would you be able to provide at least one of the following:		
<ul style="list-style-type: none"> <li>• A copy of your most recent audited accounts (for the last two years if this applies).</li> </ul>		
<ul style="list-style-type: none"> <li>• A statement of your turnover, profit and loss account and cash flow for the most recent year of trading.</li> </ul>		
<ul style="list-style-type: none"> <li>• A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.</li> </ul>		

<b>9.</b>	<b>INSURANCE</b>				<b>Pass or Fail</b>
9.1	If your organisation's Tender is successful, adequate insurance cover will be required. Please provide details of all your insurance cover currently in force. The minimum levels required are indicated below.				
<b>Requirements</b>	<b>Insurer</b>	<b>Policy No.</b>	<b>Cover £</b>	<b>Renewal Date</b>	
Public Liability (Minimum £10m)					
Employer's Liability (Minimum £10m)					
Product Liability (Minimum £10m)					
Other – Please Specify					
Please confirm that if you do not have the appropriate insurance in place you will ensure it is in place prior to contract inception.				Yes or No	

10.	ENVIRONMENT	Pass or Fail
10.1	Has your Organisation in the last 5 years:	
a)	Been subject to any prosecution notices by the Environment Agency (or equivalent agency) in respect of any breach by your organisation of environment legislation?	Yes or No
b)	Been subject to any infringement notices by the Environment Agency (or equivalent agency) in respect of any breach by your organisation of environment legislation?	Yes or No
c)	Been subject to any other actions or notices by the Environment Agency (or equivalent agency) in respect of any breach by your organisation of environment legislation?	Yes or No
10.2	If the response is "Yes" above, please provide full details of the nature of the notice or action (etc) and of any remedial steps subsequently taken by your organisation.	
	Response:	
10.3	Buxton Civic Association may request to view your environmental procedure. If your environmental procedure is required it will be requested during the procurement process. Please do not provide this unless it is requested.	
10.4	Please detail the arrangements your company has for measuring and improving its environmental performance, including any internal or external initiatives supported, environmental policies and / or environmental management systems in operation.	
	Response:	

10.	ENVIRONMENT	Pass or Fail
10.5	Do your quality procedures take into account environmental matters? For example, special emphasis on recycling, the safe use of materials, conservation of energy resources, etc or list below any areas which you consider relevant to the protection of the environment in relation to the service which is the subject of this procurement.	
	Response	

11.	EQUALITY & DIVERSITY	Pass or Fail
11.1	<p>Buxton Civic Association is committed to promoting equality and celebrating diversity in our town, our services and our workplace. All organisations that supply goods or services to Buxton Civic Association are required to meet our Equality Standards and operate them without exception. Where you do not have your own policy or have one that is not initially acceptable to us, we would expect you to meet the standards laid out in our "Equality and Diversity Policy". The policy may be inspected on the internet at:</p> <p><a href="#">Equality Policy - Buxton Civic Association</a></p> <p>Please confirm that you are willing to commit to our Equality Standards and demonstrate how you are able to meet them.</p>	
	Does your organisation have a written Equal Opportunities policy, to avoid discrimination? Policies may be inspected before the award of the contract.	

<b>11.</b>	<b>EQUALITY &amp; DIVERSITY</b>	<b>Pass or Fail</b>
11.2	Are you willing to commit to our Equality Standards?	Yes or No
	Please provide details of how you are able to meet our Equality Standards:	

<b>12.</b>	<b>HEALTH AND SAFETY</b>	<b>Pass or Fail</b>
12.1	To make processes simpler, Suppliers are not required to provide full supporting documents for this section, but please note that Buxton Civic Association will ask to see these full documents prior to contract inception if successful. However, outline documents are required at this stage.	
12.2	Does your organisation have a written Health & Safety at Work Policy? (If "Yes", please attach an outline document)	Yes or No
12.3	Does your organisation have a system for managing health and safety at work systems? ("System" means processes and procedures to ensure that the subject is properly managed. This includes making sure the legal requirements are met)	Yes or No
	If "No" to either of the above please explain why:	

12.	HEALTH AND SAFETY	Pass or Fail
<b>Responsibility and Structure</b>		
12.4	Please state the name and the position of the person with overall responsibility for health and safety in your organisation, as required by the Management of Health and Safety at Work Regulations 1999, together with details of experience and relevant qualifications.	
12.5	Please state the name and position of the person (if different to above) appointed to provide health and safety advice together with details of experience and any relevant qualifications.	
12.6	How many persons does your organisation normally employ? (Include all types, permanent and casual)	
12.7	Does your organisation (not individuals within it) have current membership of any trade associations, safety organisations, registration with or accreditation by any accrediting bodies or similar?	
	If the answer is "Yes", please provide details, using full names of associations, bodies etc. Please do not use abbreviations.	
<b>Policies and Procedures</b>		
12.8	Does your organisation have a written Health and Safety Policy (covering General Policy, Organisation and Arrangement) as required by Section 2(3) of the Health and Safety at Work Act 1974 and issue any codes of safe working practices to employees?	
	If the answer is "Yes" please confirm an outline copy of the policy and any safe working practices are attached.	

12.	HEALTH AND SAFETY	Pass or Fail
<b>Policies and Procedures</b>		
	If the answer is "No" please give the reason why.	
	If the answer is "No" please provide details of first aid and welfare provision.	
12.9	Does your organisation have a procedure for the reporting and recording of accidents and dangerous occurrences?	
	If the answer is "Yes" please state the number of accidents reported in the last 2 years and confirm a copy of the procedure is attached.	
	Please confirm a copy of the procedure is attached.	
12.10	Please provide details of all accidents reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) in the last 2 years.	
12.11	During the last 5 years, has the organisation been subject to formal enforcement (eg. Prosecution, Prohibition Notice or Improvement Notice) for contravention of the Health and Safety at Work Act 1974, or equivalent legislation arising from your conduct or activities of those covered by this contract?	
	If the answer is "Yes" please provide full details. (Buxton Civic Association reserves the right to request further details at a later stage of any HSE or Local Council Improvement or Prohibition Notice or warning letter and the action taken by the potential caterer to rectify any risks and or issues raised.)	

12.	HEALTH AND SAFETY	Pass or Fail
12.12	Please state how health and safety policies and procedures are communicated to your employees and administered within your organisation.	
12.13	Does your organisation have Risk Assessment Procedures (for general, manual handling, catering, COSHH etc) as required by the Management of Health and Safety at Work Regulations 1999 and associated legislation?	
	If the answer is "Yes" please supply a copy of the procedure and a copy of an assessment undertaken within the last 6 months appropriate to this contract.	
	Please confirm a procedure is attached, if appropriate.	
	Please confirm a risk assessment is attached, if appropriate.	
	Please confirm a manual handling assessment is attached, if appropriate.	
	Please confirm a COSHH assessment is attached, if appropriate.	
12.14	Has suitable personal protective equipment been issued to your employees?	
	If the answer is "Yes" please provide details of what equipment is supplied.	
	If the answer is "Yes" please provide details of how the equipment is inspected and maintained, e.g. the procedure and frequency for inspecting.	

12.	HEALTH AND SAFETY	Pass or Fail
12.15	Does your organisation have a health and safety training programme for employees to ensure they are competent in their duties?	
	If the answer is "Yes" please provide details of training courses undertaken by staff, a copy of any relevant certification and the course objectives. (attach)	
12.16	Does your organisation have a Health and Safety Committee?	
	If the answer is "Yes", what is the frequency of the meetings?	
12.17	Has your organisation developed and implemented a management of food safety system? (based on HACCP / Safer Food Better Business)	
	If the answer is "Yes", are staff or safety representatives involved?	
12.18	Does your organisation undertake health surveillance of employees?	
	If the answer is "Yes" please provide details.	
12.19	If your organisation uses sub-contractors (including maintenance engineers), do you have a system in place for assessing their competence?	
	If the answer is "Yes" please provide full details.	

12.	HEALTH AND SAFETY	Pass or Fail
12.20	Do you agree to ensure that all your employees will comply with all health and safety and food hygiene legislation, whilst your organisation undertakes any work at, or on behalf of, Buxton Civic Association?	
12.21	Please confirm that a copy of your signed and dated Health and Safety Policy is attached.	
Name of Person completing this form.		
Position in the Organisation.		
Responsibility regarding Health and Safety.		
Date.		
Signature		

13.	ELECTRONIC ORDERING & INVOICING	Pass or Fail
13.1	<p>Buxton Civic Association is committed to increasing back-office efficiency by reducing paper. Buxton Civic Association is working towards electronic ordering and invoicing with all Suppliers to Buxton Civic Association.</p> <p>The successful Supplier will be expected to comply with Buxton Civic Association's systems and procedures and will be expected to submit electronic invoices and credits accordingly.</p>	
	<p>Please can you confirm that you are willing to work with Buxton Civic Association by receiving electronic orders and invoicing Buxton Civic Association electronically.</p>	<p>Yes or No</p>

# 6. Part C - Service Delivery Capabilities

14.	<b>EXPERIENCE AND CONTRACT EXAMPLES</b>	
14.1	<p>Please provide details of up to three contracts the organisation has carried out for customers in the public and/or the private sector that are relevant to the service being Tendered. Contracts for the supply of Goods or Services must have been performed during the past three consecutive years. If this is a new business, please provide details of employment from the past five consecutive years which is relevant to the Contract.</p> <p>The customer contact / employers should be prepared to speak to Buxton Civic Association to confirm the accuracy of the information provided below. Where Buxton Civic Association requests references, you will need to ensure that the referees provided below will be able to respond to a reference request if requested.</p> <p>You are responsible for ensuring that the contract referees submit the reference request that will be sent to them (by email from David Green, CEO at Buxton Civic Association). Please ensure that you provide a valid email address for your reference.</p> <p>Where a Contractor does not submit a reference within the given time, that reference will be scored zero.</p>	
		<b>Contract 1</b>
14.2	Customer organisation (name):	
14.3	Contact name, phone number and e-mail:	
14.4	Start and end dates of the contract / position.	

14.	EXPERIENCE AND CONTRACT EXAMPLES	
		<b>Contract 1</b>
14.5	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.	
		<b>Contract 2</b>
14.6	Customer organisation (name):	
14.7	Contact name, phone number and e-mail:	
14.8	Start and end dates of the contract / position.	
14.9	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.	
		<b>Contract 3</b>
14.10	Customer organisation (name):	
14.11	Contact name, phone number and e-mail:	
14.12	Start and end dates of the contract / position.	

<b>14.</b>	<b>EXPERIENCE AND CONTRACT EXAMPLES</b>	
		<b>Contract 3</b>
14.13	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.	



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# 7. Form of Tender & Anti-Collusion Certificate

**Please sign and return this Form of Tender – Containing the Anti-collusion Clause below.**

1. I/We do hereby tender to provide the service as indicated and on the terms and conditions provided with the Invitation to Tender and all associated letters and contract paperwork issued.
2. I/We undertake that the amount of this Tender has not been calculated by agreement or arrangement with any third person and has not been communicated to any third person and will not be communicated to any person until after the closing date and time for submission of Tender.
3. I/We do hereby tender to provide the goods/services/works (as applicable) at the prices set out in this Tender.
4. I/We undertake that the amount of this Tender has not been calculated by agreement or arrangement with any third person and has not and will not be communicated to any person, other than on an 'in confidence' basis to those with whom I/we must consult for the purpose of preparing this Tender, until after the closing date and time for submission of Tender.
5. I/We certify that this is a bona fide Tender and that I/we have not and will not:
  - (a) enter into any agreement with any other person with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which any Tender is made;
  - (b) inform any person other than the person calling for these Tenders of the amount or appropriate amount of the Tender, except where the disclosure in confidence of the approximate amount of the Tender was necessary for insurance quotation or guarantee required for the preparation of the Tender;
  - (c) cause or induce any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform me/us of the amount or appropriate amount of any rival Tender;
  - (d) tendered to give or has given any sum of money or inducement or valuable consideration, directly or indirectly, to any person having direct connection with this Tender process for doing or having done or causing or having caused to be done any act or omission in relation to any other proposed Tender or Tender;
  - (e) tendered or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described in (a), (b) or (c).



# 7. Form of Tender & Anti-Collusion Certificate

6. In this document:

(a) "person" includes any person, body or organisation; and

(b) "agreement" includes any such transaction, formal or informal and whether legally binding or not.

7. I/We agree that the terms of the above declaration will form part of any contract with you resulting from the acceptance of my/our Tender and that if we are in breach of this anti-collusion requirement Buxton Civic Association will terminate the contract forthwith and will be entitled to recover on demand all its losses arising from such termination including all costs incurred in re-quoting the contract.

**Dated:**

**Full name**

**Address**

**Signature**

**Position (Job Title):**



**Declaration:** I declare that to the best of my knowledge the answers submitted in this Invitation to Tender (ITT) are correct. I understand that the information will be used in the procurement process to assess the organisation's suitability for Buxton Civic Association's requirement and I am duly authorised by the organisation to complete and sign this ITT. I understand that Buxton Civic Association may reject the organisation from the procurement process if there is a failure to submit this ITT in the correct way, or a failure to answer all relevant questions fully or if I provide false/misleading information:

**FORM COMPLETED BY**

Name:	
Organisation:	
Position (Job Title):	
Date:	
Telephone No:	
Signature:	

The declaration should be signed by a person duly authorised by the organisation to sign on its behalf.



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# 8. Checklist of Supporting Information

**BEFORE RETURNING THIS INVITATION TO TENDER, PLEASE ENSURE THAT YOU HAVE:**

- (a) Understood all requirements as detailed in Section 3, Specification
- (b) Completed Section 4, Quality Evaluation
- (c) Completed Section 5, Pricing Schedule and Form of Tender
- (d) Completed Section 6, Parts A, B & C and provide all information as requested ensuring that they are cross-referenced
- (e) Completed Section 7, Form of Quote and Anti-Collusion Certificate
- (f) Signed the declaration above, any ITT unsigned will be rejected.

NB: A scanned signature will be sufficient.

FAILURE TO PROVIDE ANY OF THE DOUMENTATION REQUESTED MAY MEAN THAT YOUR SUBMISSION IS DEEMED INVALID.

BY ELECTRONICALLY SUBMITTING THIS DOCUMENT YOU ARE CONFIRMING THAT:

- a) You are the applicant or a person duly authorised partner by the organisation to sign on its behalf; and,
- b) The document is complete and accurate to the best of your knowledge and belief; and,
- c) You authorise Buxton Civic Association or participating organisations to evaluate your bid which you have submitted.
- d) Where forms require signing either by the organisation or a third party e.g. a bank or insurer, electronically completed versions are acceptable for quoting purposes, although fully signed hard copies of these forms will be required from the party quoting prior to the award of contract.

Do not enclose brochures, testimonials, accounts, company reports, specifications, extra or different pricing information unless expressly asked to do so.

Thank you for your interest in this tender for providing the catering service at the café at Poole's Cavern and Buxton Country Park.

