



**Invitation to Tender for  
Supply And Distribution Of Fresh Food And Beverages  
(Including Frozen Meat)  
NPS-Food-0068-16**

**DOCUMENT 4 - SPECIFICATION**

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## **Part 1 - General**

### **1. Background**

- 1.1 This procurement process is for the tender and award of a new Framework Agreement (“Agreement”) for the supply and distribution of Fresh Food and Beverages (Inc. Frozen Meats) to the public sector in Wales “Participating Organisations”.
- 1.2 The procurement exercise is being conducted by The National Procurement Service (NPS), which is hosted by the Welsh Government. Further information on NPS can be accessed at the link below:
- <http://npswales.gov.uk>
- 1.3 As a consequence of the Government of Wales Act 2006, the contracting party will be the Welsh Ministers, hereafter referred to as “the Client”.
- 1.4 [Participating Organisations will be entitled to place Orders under this Framework Agreement under the Terms and Conditions of Service set out in Document 3 – including the Supplementary Terms and Conditions.]

### **2. Scope**

- 2.1 The Agreement will be for a period of two (2) years with an option for the Client to extend the Agreement for further periods each of one (1) year up to a maximum of two (2) years. The anticipated start date is July 2017.
- 2.2 The Agreement will cover the supply of the following commodities:

Lot 1	All fresh food and beverages (including frozen meat)
Lot 2	Fresh and frozen meat, pork products and poultry
Lot 3	Fresh and frozen meat
Lot 4	Fresh and frozen pork products
Lot 5	Fresh and frozen poultry
Lot 6	Fresh and prepared fruit, vegetables and salad
Lot 7	Fresh fruit, vegetables and salad
Lot 8	Prepared fruit, vegetables and salad
Lot 9	Fresh fish
Lot 10	Fresh milk, dairy products and eggs
Lot 11	Fresh milk
Lot 12	Fresh dairy products and eggs
Lot 13	Fresh bread, rolls, cakes and morning goods
Lot 14	Chilled ready to eat foods, including chilled cooked meats, pies, soups, deli ranges and savouries

### 3. Welsh Language Requirements

- 3.1 All Framework Providers to the Welsh Public Sector are required to comply with Legislation. This is stated within clause 18 of the Framework Agreement Terms and Conditions (Section 3). There is some new legislation with regard to the Welsh Language and this note is being contained to ensure Framework Provider(s) are aware and are ready as appropriate.
- 3.2 The Welsh Language (Wales) Measure 2011 (“the 2011 Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language (“standards”). These standards come into force on 31st March 2016.
- 3.3 Section 26 of the 2011 Measure enables the Welsh Ministers to specify standards, and section 39 enables them to provide that a standard is specifically applicable to a person by authorising the Welsh Language Commissioner (“the Commissioner”) to give a notice to that person requiring compliance with the standard (a “compliance notice”).
- 3.4 The Welsh Language Standards (No. 1) Regulations 2015 (“the 2015 Regulations”) specify standards in relation to the conduct of the Welsh Ministers, county and county borough councils and National Park authorities and the Commissioner has issued compliance notices to these bodies. The compliance notices, which may be amended by the Commissioner, set out which standards and by when the bodies have to comply with. A copy of the compliance notices for each of the bodies can be found here:  
  
<http://www.comisiynyddygybraeg.cymru/English/Publications/Pages/SearchResults.aspx?Category=Compliance%20notices>
- 3.5 The 2015 Regulations provide that, unless the compliance notices provide to the contrary, the standards that apply to an activity or service provided by Welsh Ministers, county and county borough councils and National Park authorities apply to the activity or service undertaken by a body on the Welsh Ministers, county and county borough councils and National Park authorities behalf.
- 3.6 The Framework Provider(s) will be required to provide services or activities in accordance with the Welsh Language scheme requirements and subsequent Welsh Language Standards as specified in the compliance notices for the Welsh Ministers, county and county borough councils and National Park authorities.
- 3.7 Compliance notices of the afore mentioned organisations issued to them by the Welsh Language Commissioner, the latest version of which can be accessed here:  
<http://www.comisiynyddygybraeg.cymru/English/Publications/Pages/SearchResults.aspx?Category=Compliance%20notices>

#### 4. Customers

- 4.1 A scoping exercise was undertaken by the Client to identify those organisations that, although not a legally binding agreement to do so, confirm their intention of using the Agreement. The results of which are contained within Annex A: Participating Organisations.
- 4.2 Participating Organisations not named in the OJEU Notice will not be eligible to use the agreement, as this will breach the European Procurement Directives.
- 4.3 Please note that all Local Authorities in Wales have committed to using this framework with the exception of Caerphilly County Borough Council and Gwynedd Council. Caerphilly County Borough Council is named within this Invitation to reserve the right to use the framework in the future.
- 4.4 The Framework Provider(s) will be expected to actively market the Agreement to those Participating Organisations listed within Annex A.
- 4.5 Framework Provider(s) must note that the Agreement is exclusively for business use between Framework Provider(s) and the Client and Participating Organisations. Under no circumstances may it be used for private use.

#### 5. Estimated Value (2 Year Period)

- 5.1 The Agreement will **not** be for any fixed quantity or value. However, for information purposes, the table below gives an indication of the value of the same or similar purchases made by the Participating Organisations based on 2016 figures:

Lot Number	Lot Description	Estimated Expenditure (excluding VAT)
Lot 1	All fresh food and beverages (including frozen meats)	£47,200,000.00
Lot 2	Fresh and frozen meat, pork products and poultry	£16,000,000.00
Lot 3	Fresh and frozen meat	£8,000,000.00
Lot 4	Fresh and frozen pork products	£4,000,000.00
Lot 5	Fresh and frozen poultry	£4,000,000.00
Lot 6	Fresh and prepared fruit, vegetables and salad	£8,000,000.00
Lot 7	Fresh fruit, vegetables and salad	£5,000,000.00
Lot 8	Prepared fruit, vegetables and salad	£3,000,000.00

Lot 9	Fresh fish	£400,000.00
Lot 10	Fresh milk, dairy products and eggs	£16,600,000.00
Lot 11	Fresh milk	£10,600,000.00
Lot 12	Fresh dairy products and eggs	£6,000,000.00
Lot 13	Fresh bread, cakes and morning goods	£2,800,000.00
Lot 14	Chilled ready to eat foods, including chilled cooked meats, pies, soups, deli ranges and savouries	£3,400,000.00

- 5.2 The estimated total Agreement value based on 2016 management information , excluding VAT is approximately £47,200,000.00 (for the Initial 2 year period).
- 5.3 Framework Provider(s) should note that the values provided above are merely estimates, based on historic data and cannot be guaranteed. It should also be noted that the type of product purchased during the life of the Agreement may vary. Framework Provider(s) should tender on the premise of accepting any proportion of the total estimated volume which arises as a result of award.
- 5.4 Nothing in this Invitation to Tender (ITT) or any Agreements awarded as a result of this ITT process shall place any obligation of any kind whatsoever on the Client or any other potential Participating Organisations to purchase goods from the selected Framework Provider(s) to the exclusion of any other source of supply, whether a Tenderer or not.
- 5.5 The Client is aware that some Participating Organisations have existing arrangements in place. It is the intention that these Participating Organisations will use the Framework when their local arrangements have ended unless otherwise advised.



## **Part 2 - Service Specification**

### **6. Lots**

- 6.1 The key objective of this procurement process is to secure supplies of Fresh Food and Beverages (including Frozen Meats) that offer Participating Organisations value for money and added value in the goods and associated services being provided. In order to do this, the requirements have been split into 14 separate Lots as described within paragraph 2.2.
- 6.2 Further details on the service requirements of the Lots can be found within this Part 2 – Service Specification.
- 6.3 Framework Provider(s) shall notify the Client and the Participating Organisation(s) immediately of any issues affecting the Service.**

### **7. Core Service Requirements**

- 7.1 This Document 4 sets out the Core Service Requirements that will apply to all Lots under the Agreement.
- 7.2 There may be further requirements that are specific to each Lot (“Lot Specific Requirement(s)”). These will be stated against each Lot.

### **8. Delivery and Hours of Service**

- 8.1 Prices submitted in this Tender should be on the inclusive of delivery to the location(s) required by Organisation(s) (“Delivery Location” (s)).
- 8.2 Framework Provider(s) will deliver directly into the various establishments against Orders on a day or days of the week within certain specified hours to be agreed (“Delivery Timetables”).
- 8.3 Requirements will differ by Organisation and by Delivery Location and Framework Provider(s) will need to be able to work with Participating Organisations to agree suitable dates and times of delivery. There may be restrictions upon this (times and/or locations etc.) and Framework Provider(s) must ensure that they ensure they seek relevant information from the Organisation on these and also that they ensure compliance.
- 8.4 Delivery requirements will vary and Participating Organisations will wish to agree on specific delivery requirements with the Framework Provider(s)

Framework Providers. Indicative Delivery Locations are provided within the Lot Specific Requirements.

- 8.5 Some of the other possible delivery arrangements may include but are not limited to delivery storage locations.
- 8.6 The Welsh Public Sector supports the "National Reverse in Safety Campaign" and Framework Provider(s) should note therefore that ALL vehicles delivering to Participating Organisations (especially schools) should be fitted with reversing beepers.
- 8.7 An essential requirement of the Participating Organisations is the promptness of supply and therefore time shall be of an essence of the Agreement once an Organisation has placed an Order, always in accordance to the lead times stated on an Order.
- 8.8 Variations to quantities ordered and specified delivery days due to statutory and other holidays may be required e.g. periods following half term breaks, six week summer holiday shut down and Bank Holidays. Framework Provider(s) must, therefore, ensure that they are sufficiently flexible to accommodate such changes at short notice. Framework Provider(s) must respect that Customers may require frequent deliveries to accommodate their limited storage capacity.
- 8.9 Delivery Locations may be added and/ or removed from the Agreement as necessary during its term.
- 8.10 Framework Provider(s) Framework Provider(s) will deliver directly into the various establishments against Orders on a day or days of the week within certain specified hours as stated within the specification for each Lot ("Lot Delivery Schedule").
- 8.11 Any amendments to these Lot Delivery Schedules must be agreed in writing with the Participating Organisation and notified to the Client.
- 8.12 Framework Provider(s) must ensure that all Goods are delivered in vehicles that have the temperature control appropriate to the Goods that they are supplying and are delivered in full compliance with Section 3 of the Supplementary Terms and Conditions.
- 8.13 Some Delivery Locations have restricted delivery times e.g. during school opening and closing times and at break times (or at other times as stipulated by individual Participating Organisations). Framework Provider(s) must adhere to any restrictions specified and plan deliveries during an appropriate delivery window. Failure to adhere to this requirement may

result in deliveries being rejected. See Annex F for further details on delivery Locations.

- 8.14 Before entering or leaving a Delivery Location, where the hauling way involves driving upon, over or through an area where children are present i.e. on a school yard at break time, the driver must communicate to the relevant duty supervisor that he/she requires to enter that area, and must wait until the area has been made safe and they are instructed to move on by the supervisor. No vehicle must enter a school site without satisfying this requirement.
- 8.15 Framework Providers vehicles are required to adhere to any speed limits stated within the Delivery Location. If no speed limits are stated, vehicles are to travel no faster than 5 M.P.H. within the Delivery Location.
- 8.16 If any goods are delivered in chargeable/returnable containers, these shall be returned at the Framework Providers risk and expense. Delivery vehicles, containers, carriers, baskets, trays etc., must be supplied by Framework Provider(s) for use in the performance of the Agreement and shall be perfectly clean and suitable for the purpose of protecting goods from contamination during transport and delivery. Such vehicles, containers and other like utensils shall at times be available for inspection by such person as maybe authorised directly or indirectly by the Participating Organisations.
- 8.17 Framework Provider(s) are required to deliver and off-load to the building and address specified on the order, free of charge, at the Supplier's own risk and in such quantities as specified on each Order issued.
- 8.18 Framework Providers are required to deliver to the kitchen area (or location detailed on the Purchase Order or as agreed in the implementation period), and placed in such positions, as the Organisation shall designate. Goods must not be left on doorsteps or other exposed places. The point of delivery shall be when the goods are removed from the transporting vehicle at the Delivery Location and, placed inside the specified area.
- 8.19 The Client and/or the Participating Organisations reserve the right to inspect consignments in transit or at the Framework Provider(s)' premises and to refuse delivery if the quality is not to the standard specified under this Agreement or as amended by prior agreement with the Participating Organisations.
- 8.20 Except where otherwise provided in the Agreement or Order, delivery shall include the unloading, stacking or installation of the Goods by the Framework Provider(s) or its carriers at such place as the Organisation shall reasonably direct.

- 8.21 Framework Providers are required to ensure that delivery staff are wearing the appropriate protective clothing and carry appropriate identification at all times. Delivery staff should be courteous and efficient in their dealing with Participating Organisations' staff. Delivery staff must comply with all legislation regarding Non-Smoking and Food Hygiene Regulations.
- 8.22 Delivery issues will be addressed as part of the Performance Management process and in accordance with the Terms and Conditions (including the Supplementary terms and conditions).

## **9 Orders**

- 9.1 Framework Provider(s) must have in place and agree with Participating Organisations a clear and effective procedure for the receipt of Orders and their subsequent delivery in accordance with delivery schedules stated by Participating Organisations.
- 9.2 Framework Provider(s) must execute those Orders agreed by an authorised representative of the Participating Organisations only. Under no circumstances must the Supplier provide private orders to Participating Organisations' staff while involved in delivery operations under the Agreement.
- 9.3 Framework Provider(s) must be able to demonstrate an audit trail of Orders placed, whether these have been placed electronically, on paper, in person or by telephone.
- 9.4 Participating Organisations will not hold themselves responsible or liable for any Goods unless requisitioned by and/or rejected by an authorised representative of the Participating Organisations.
- 9.5 Exclusions or additional conditions attached to Order(s) by the Framework Provider(s) without the Client's and or Organisation's previous written consent shall not apply.
- 9.6 Participating Organisations may require small value/volume orders. Therefore, for the purpose of this Framework Agreement there will be no minimum order value and/or quantity. Framework Provider(s) must not apply a minimum ordering value or quantity for any Order(s), nor must they try to mandate which product lines will be supplied. In some instances only a single item, small quantity or pack size may be required by a Participating Organisation. This could result in an order requesting only part of a case. In these circumstances the Framework Providers must propose pricing that does not exceed an equal division of the maximum pricing for the pack size tendered for as part of this Framework Agreement. Framework Providers

must operate in full compliance with section 16 of the Supplementary Terms and Conditions

- 9.7 Framework Providers are required to ensure that all delivery costs are included as part of the individual tendered prices for items requested. No additional delivery charges will be accepted against Orders placed against the Agreement.
- 9.8 Framework Providers are required to ensure that delivered goods are as specified / requested, conform to the product specification and are of a satisfactory quality ( as per product specification). Any goods delivered which the Participating Organisation considers to be of an unsatisfactory quality or not equal to accepted samples (if any), will be rejected by the Participating Organisation and removed from the premises by the Framework Provider at the Framework Providers own expense. Framework Providers are required to remove unsatisfactory products within either the timescales - agreed with the Participating Organisation or within seven days of notification by the Participating Organisation, but without prejudice to any other action which the Participating Organisation may take when goods are rejected.
- 9.9 The Participating Organisation shall not be liable for any claim arising out of the rejection of goods. The Framework Provider(s) shall reimburse the Participating Organisation for any loss incurred arising from the rejection of goods as provided for under the Terms and Conditions of the Framework Agreement.
- 9.10 Framework Providers are required to provide a printed Delivery Note accompanying every consignment of goods stating as a minimum the description number, User customer product code, weight or measurement of the goods supplied as the case may be together with the number of the Order. Participating Organisations will confirm full details of what is required on Delivery Notes as part of the implementation period or as detailed on Orders.
- 9.11 Framework Providers are required to ensure that delivery drivers obtain a clear signature from the person authorised to receive the Goods on the Framework Provider(s) copy of the Delivery Note. Any other written or verbal statement to the contrary of the signed Delivery Note will not amount to or constitute an admission that the specified goods have been delivered as per the weight and/or product description specified.
- 9.12 Time of delivery will be of the essence. Framework Providers are required to deliver the Goods within the dates and time scales specified by the Participating Organisation in the Order. Participating Organisations are not obligated to accept or pay for early and or late deliveries.

- 9.13 In the circumstance where Framework Providers deliver in excess of the quantities ordered, the Participating Organisations, are under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Participating Organisation elects not to accept such over-delivered products it shall give notice to the Framework Provider to remove them as agreed with the Participating Organisation but within seven days and to refund to the Participating Organisation any expenses incurred (e.g. the costs of moving and storing the Goods). Participating Organisations may dispose of over delivered products and charge the Framework Provider(s) for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Framework Provider(s) If the Framework Provider delivers additional goods to those ordered, the Participating Organisations may accept these but will treat them as free of charge.
- 9.14 Participating Organisations shall be under no obligation to accept or pay for any Goods supplied earlier or later than the specified delivery time frame and/or to locations other than the Delivery Locations.

## **10. Security**

10.1 The minimum standards are:

- Framework Provider(s) will be required to comply with the Client's and individual Participating Organisations' Security Policies.
- Framework Provider(s) are required to ensure that any confidential information is not disclosed inappropriately as a result of any of its acts or omissions, in accordance with all relevant legislation.

10.2 Disclosure and Barring Service ("DBS") checks are not currently a mandatory requirement for this Framework Agreement. However, this may become necessary during the term of the Framework Agreement. In this circumstance all Framework Provider(s) will be expected to carry out DBS checks on staff deployed in carrying out services related to this Framework Agreement. Any costs incurred must be met by the Framework Provider(s).

## **11. Supply Chain Management**

11.1 The Client is keen to encourage larger Framework Provider(s) to review their supply chain to identify areas where value for money and value added services could be improved by working with/sourcing from Small and Medium Enterprises (SMEs) at a second tier level. Where appropriate, the Framework Provider(s) will be expected to carry out this review and share the results with the Client.

### **Part 3 – Commodity Specification**

#### **12. Core Goods**

- 12.1 Throughout the term of the Framework Agreement Framework Providers must be able to provide the product specification sheets, upon requested from the Client and or the Participating Organisation.
- 12.2 Framework Provider(s) will be responsible for the preparation and provision of a pre-printed authorised buying list (“ABL”) in accordance with the items detailed within the pricing schedules of the Commercial envelope of this Invitation to Tender together with any additions or deletions that may be appropriate throughout the term of the Framework Agreement.
- 12.3 The ABL should be provided in triplicate for all Participating Organisations using the Agreement.
- 12.4 The cost of providing the ABL shall be borne by the Framework Provider(s).
- 12.5 Framework Provider(s) must not deviate from nominated lines indicated on the ABL without the prior agreement of Client and/or its Participating Organisations.

#### **13. Availability of Goods**

- 13.1 Framework Provider(s) must provide the full range of awarded / agreed core product lines throughout the term of the Framework Agreement unless otherwise agreed by the Client.
- 13.2 Framework Provider(s) must take all reasonable steps to ensure that they are able to supply Core Goods to meet all reasonable order demands. As a minimum 98% availability of Core Good should be met at all times.
- 13.3 If any products become unavailable during the term of the Agreement (e.g. through unavailability, or due to the product being discontinued), then the Framework Provider must make available a replacement item which provides at least equal or superior quality to the item being replaced at a cost not exceeding the price of the item being replaced, and with prior agreement with the Client. Repeated product delisting and replacement will not be tolerated and will be reviewed as part of the strategic contract management.

#### **14. Changes to the Products**

- 14.1 It is anticipated that there will be a requirement for Core and Non-Core Products to change during the term of the Agreement. These changes may be as a result of influences that include, but are not limited to, legislation,

price and patterns of Participating Organisation demand. Framework Provider(s) will be expected to work with Participating Organisations and the Client to effect these changes.

- 14.2 The Client reserves the right to request changes to Products and/or substitution of brands, if this is considered to be of benefit to Client and its Participating Organisations.
- 14.3 Framework Provider(s) are required to seek prior approval from the Client and/or its Participating Organisations when requesting the substitution of Products and/or brands. Substitution cannot be introduced without the prior approval of Client and/or its Participating Organisations. In situations where a substituted item(s) is delivered without prior agreement, the Organisation reserves the right not to pay for the substituted item(s).
- 14.4 When submitting a request for the substitution of Products and/or brands, Framework Provider(s) must supply (free of charge) samples of the proposed substitution for evaluation, along with a current product specification details.
- 14.5 Framework Provider(s) must be prepared to include additional products on the Framework schedule at the request of the Client and or its Participating Organisations. These additional products may be either alternative or substitutes or new products and must provide improved Value for Money solutions ensuring that the products are appealing to the intended audiences whilst ensuring dietary compliance.
- 14.6 Framework Providers are required to work with the Client and or the Participating Organisations(s) to produce nutritionally optimum products. This may include the development of bespoke products such as gluten free options or seasonality varieties. The Framework Provider will be expected to support the Client/User(s) with this product development in order to produce or source new products annually. The Framework Provider will be required to produce this within 12 weeks of the request.
- 14.7 Framework Provider(s) are required to notify the Client of new products/"special offers" or additional discounts available during the term of the Framework Agreement, Client as soon as these details are known. Through out the term of the Framework Agreement, Framework Providers(s) should proactively work with the Client to develop Plans which will ultimately strengthen and develop the Framework Provider(s) business partnership.
- 14.8 Framework Providers must ensure that all substitutions and additional items supplied in accordance with the terms and conditions of this Framework. The prices of such additional products must also be in accordance with the existing contract pricing structure.



- 14.9 In the circumstance where Framework Provider(s) are proposing alternative products, the Framework Provider is required to provide written evidence of how these requirements have been met, for example Fairtrade, Halal or Free Range. This evidence can take the form of certification by an industry-recognised body or organisation authorised to certify.

## **15. Legislation and Minimum Industry Standards**

- 15.1 All food and beverages (including frozen Meat) supplied through this Framework Agreement must conform to all relevant food safety and food standards legislation throughout the complete supply chain. It is the duty of the Framework Provider to ensure all its sources of food have complied with all relevant food safety legislation, including but not restricted to:

- Food Safety Act 1990 (as amended)
- Food Hygiene (Wales/Scotland/Northern Ireland) Regulations 2006/Food Safety and Hygiene Regulations (England) 2014
- Food Information Regulations 2013
- Materials & Articles in Contact with Food Regulations 2012
- Regulation (EC) No. 178/2002
- Regulation (EC) No. 852/2004
- Regulation (EC) No. 853/2004
- Regulation (EC) No. 854/2004
- Regulation (EC) No. 2073/2005
- Industry specific guidance documents
- Other relevant food legislation and policies

It is the duty of the Framework Provider(s) to ensure all its primary sources of food have complied with the relevant legislation (“the Acts”).

- 15.2 Where an appropriate specification (referenced in the product description within the Pricing Schedule contained within the commercial envelope and/or Annex C) applies to the Supply of Fresh Food and Beverages (including Frozen Meat), a European standard, a British standard, an international standard or another British standard, goods and materials used in the provision of this Framework Agreement must satisfy that specification as a minimum requirement.
- 15.3 Framework Provider(s) from EU countries (including England, Scotland & Northern Ireland) may submit products based on their own equivalent national legislative standards, provided they comply fully with relevant EU Directives. All Framework Provider(s) must comply with any changes in relevant legislation throughout the duration of the Framework.

- 15.4 Where Product Descriptions refer to specific quality and or sustainability standards for example, but limited to; Farm Assurance, Free Range, Fairly Traded, Organic and/or Protected Geographical Indication (PGI), Framework Provider(s) must comply with these standards.
- 15.5 During the term of the Framework Agreement as requested by the Client and or Participating Organisations, all Framework Provider(s) must produce such evidence, of the Framework Provider(s) compliance with all applicable legislation but not restricted to that stated above.
- 15.6 Framework Provider(s) shall assist the Client and its Participating Organisations in meeting their obligations in respect of any legislative requirements.
- 15.7 The Framework Provider(s) must ensure that all food contact materials comply with the relevant legislation in particular the Materials and Articles in Contact with Food Regulations 2012.

## **16 Shelf Life**

- 16.1 Framework Provider(s) must ensure that all Goods supplied through the Agreement shall have at least 75% of their shelf life remaining.

## **17 Genetically Modified Foods, Mechanically Recovered Meat and Irradiated Products**

- 17.1 Framework Provider(s) must not attempt to supply any products that have been subject to irradiation and/or which contain:

17.1.1 Genetically Modified Organisms (“GMO”);

## **18 Special Dietary Needs**

- 18.1 The Client will require a range of products that cater for special dietary requirements either for medical, therapeutic, ethnic or elective grounds. Examples of which include, but not limited to, are:

- “Free From” foods including, but not limited to Gluten Free, Milk Free, Egg Free, Soya Free
- Halal
- Kosher

- 18.2 Framework Providers will be expected to work with the Client and the Participating Organisations to provide products that meet special dietary needs.

## **19 Nutritional Standards**

- 19.1 Framework Provider(s) must comply, where appropriate, with the Nutritional Standards stated within Annex B and the specific nutritional standards stated against Products (referenced in the product description within the Pricing Schedule contained within the commercial envelope and/or Annex C) related to the lots and organisations they are supplying.
- 19.2 Nutritional Standards may change during the Term of the Framework Agreement. Framework Provider(s) are expected to support the Client and its Participating Organisations in achieving compliance.

## **20 Allergens Requirements**

- 20.1 Framework Provider(s) must comply with the Allergen Requirements contained within Annex D.
- 20.2 Allergens Requirements may change during the term of the Framework Agreement. Framework Provider(s) are expected to support the Client and its Participating Organisations in achieving compliance.

## **21 Labelling and Packaging Requirements**

- 21.1 All Products shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements. Framework Provider(s) must ensure that all labelling conforms to current legislative requirements.
- 21.2 Where a code (e.g. Supplier Factory Code or traceability information/batch code) is used to indicate any one of the information, the details of this code must be supplied to the Client and to the individual Participating Organisations receiving deliveries.
- 21.3 Framework Provider(s) must comply with the Labelling and Packaging Requirements contained within Annex E.
- 21.4 Labelling and Packaging Requirements may change during the term of the Framework Agreement. Framework Provider(s) are expected to support the Client and its Participating Organisations in achieving compliance.

## **22. Quality Management**

- 22.1 Framework Provider(s) are required to ensure that their third party food safety certification to STS, BRC or SALSA standards are approved by STS, maintained and remain both valid and relevant to the premises and products that are being supplied throughout the term of the Framework Agreement.
- 22.2 Framework Provider(s) are required to provided all products as per the product specifications defined within Annex C of this Specification document and the product requirements stated within individual Pricing Schedules. Throughout the term of the Framework Agreement the Client and Participating Organisations may at any time have products analysed by a public or independent analyst. Should the product be found not to be to specification the Framework Provider(s) may be charged with all reasonable expenses involved in such an analysis and implications thereof.

## **23. Samples**

- 23.1 Throughout the term of the Framework Agreement the Client and or Participating Organisations may, at its discretion, request samples of particular products. Framework Provider(s) must provide all samples free of charge.
- 23.2 Framework Provider(s) must be aware that samples may be required post award of the Agreement and will be requested as and when required by Participating Organisations and/or the Client. These samples must be provided free of charge and to the specification, quantity, delivery location and timescales requested by Participating Organisations and/or Client.
- 23.3 Framework Providers may (at their own cost and expense) be requested to provide samples of products to the Participating Organisations post award of the Framework Agreement.
- 23.4 The samples will be tested for their suitability in respects of the Participating Organisation's specification. The testing will be subject to a pass/fail exercise to determine whether the samples meet the Participating Organisations requirement and are 'fit for purpose'. The conclusion of this exercise may result in subsequent award
- 23.5 Samples should not be sent until specifically requested by a Participating Organisation. Delivery details will be provided at the time of the request.
- 23.6 When samples are requested, they must be provided within five working days of a written/e-mailed request.
- 23.7 Framework Providers must ensure that all subsequent deliveries of the products must be in accordance with the sample accepted. Any alternative

item must be agreed by the Organisation and shall be equal in quality or better than the approved samples.

## **24 Food Safety and Product Recall**

- 24.1 All food supplied must fully conform with all relevant food safety and food standards legislation, including but not restricted to, the Food Safety Act 1990 (as amended) and Regulations made there under, and the European Communities Act 1972, as amended, and Regulations made there under. It is the duty of the Framework Provider(s) to ensure all food and ingredients have complied with the relevant legislation (See Paragraph 15, Legislation and Industry Standards within this document).
- 24.5 Throughout the term of the Framework Agreement all food supplied by the Framework Provider(s) must not prior to delivery have been rendered injurious to health, and at delivery, complies with Food Safety requirements and is of the nature, substance and quality described and is not at delivery described whether by means of label or otherwise or presented in such a way so as to be false or misleading as to the nature or substance of the food.
- 24.6 Framework Providers must ensure that all premises, equipment, machinery, vehicles and other apparatus of whatever nature used in connection with the manufacture, storage, supply and sale of food comply with the standards of cleanliness and hygiene as prescribed by the all relevant regulations and legislation.
- 24.7 All Framework Providers(s) must have Hazard Analysis and Critical Control Point (HACCP) systems in place, and must be able to provide full traceability on all products supplied to the Client. All packing processes of products carried out by the Framework Provider(s) must comply with their legal obligations of present and future amending legislation. Throughout the term of the Framework Agreement All Framework Provider(s) will be required to produce documentation and certification to substantiate that they have taken all reasonable precautions and exercised due diligence in the sourcing, processing, packing, storage and distribution of all products.
- 24.8 Framework Provider(s) must ensure that any products that contain Meat supplied under this Framework will have been inspected, and where necessary, approved by inspectors appointed for that purpose in accordance with the legal requirements and obligations of present and any future amending legislation.
- 24.9 Framework Provider(s) must ensure that all products shall have been produced at premises where either they are registered with the relevant Environmental Health Department, or where appropriate approved by the Local Authority where the premises trades.

- 24.10 The Client and or the Participating Organisations reserves the right to allow their representatives, including those of Environmental Health, Trading Standards or a nominated third party auditor to frequently visit, inspect and audit the premises and equipment, to include weighing and measuring equipment of that supplier and to inspect product in transit at any reasonable time.
- 24.11 Through out the term of the Framework Agreement, the Framework Provider(s) are **must** forward all copies of Inspection Reports and Certificates issued to both the Client and or the Participating Organisations.
- 24.12 Should a food safety issue be identified by the Framework Provider(s), the Client and or the Participating Organisation, it will be dealt with as per the Clients and or the Participating Organisations food safety complaints procedures (found in the Sections 5 and 6 of the Supplementary Terms and Conditions).
- 24.13 Should a product need recalling for any reason, the Framework Provider will manage the process in liaison with the Client and or Participating Organisation either centrally or on a site by site basis. The Framework Provider is required to notify the Client and the Participating Organisation regarding a product recall on the same day as the Framework Provider(s) were made aware of the recall. The Framework Provider(S) will make all arrangements to have the product[s] collected from the Participating Organisations premises on the same day also. This must be done in an efficient and effective manner at no cost to the Participating Organisation. If a product recall is connected to a food safety issue then the Framework Provider(s) must notify the Client and Participating Organisation immediately and commence actions to isolate the product[s] from consumers to limit risk to health.
- 24.14 If a product recall is connected to a food safety issue then the Framework Provider(s) must notify the Client and the Participating Organisation immediately and commence actions to isolate the product[s] from consumers to limit risk to health.
- 24.15 Any breach of the requirements contained within section 24 of this specification document and or the terms and conditions (including the supplementary terms and conditions) will be considered a fundamental breach of the Framework Agreement and shall entitle the Client to terminate or suspend the Framework Agreement by written notice.**

## **Part 4 - Sustainable Development**

### **25 Principles of Sustainable Development**

- 25.1 The three pillars of sustainable development are environmental, social and economic development. Health is often included as an additional pillar of sustainability in the context of food due to the impact on nutrition and diet related disease.
- 25.2 Sustainable development can be achieved by embedding sustainability principles into public sector procurement and Client require that the Framework Provider(s) are aware and their sub-contractors alike contribute to sustainable development principles.
- 25.3 The Client and the potential Participating Organisations are committed to the adoption of sustainable development principles. The supplier is therefore expected to:
- 25.3.1 Share and promote sustainable development principles and encourages its sub-contractors to promote sustainable development issues.
  - 25.3.2 Ensure its business practices take into account the economic, environmental and social impacts of its operations, in relation to delivery of the relevant services
  - 25.3.3 Regularly reviews its objectives, target and training to reflect changes in sustainability thinking.

### **26. Fresh Food Supply and Distribution: Sustainability Impacts and Opportunities**

- 26.1 Sustainable Development means ensuring that our actions contribute in the round to social, economic and environmental, building stronger communities, reducing social exclusion and poverty and encouraging the development of the economy. Procurement is viewed as a key driver for delivering organisations sustainable development commitments. The Welsh Government is striving to develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales.
- 26.2 The commitment to deliver 'community benefit' outcomes from our procurement activity is designed to ensure that wider social and economic

issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.

- 26.3 Framework Provider(s) are expected to work with Client and its customers to comply with relevant policies, targets and best practice around sustainable food procurement.
- 26.4 Framework Provider(s) are expected to deliver against the Sustainable procurement: the Government Buying Standards (“GBS”) for food and catering services.  
<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>.

## 27. Sustainability Drivers

- 27.1 The public sector in Wales has an important role to play in managing the sustainability impacts associated with the delivery of its services and through its expenditure on external goods and services. This section sets out some of the key policies, legislation, targets and plans that the public sector in Wales is obligated to deliver, and which have relevance in the context of this service.

## 28. Wellbeing of Future Generations Act (Wales) 2015

- 28.1 The WBFG Act<sup>1</sup> is about improving the social, economic, environmental and cultural well-being of Wales. It requires public bodies to make decisions in a sustainable way. The Act puts in place a ‘sustainable development principle’ which requires public bodies to ensure that, when making decisions, they take into account the impact they could have on people living their lives in Wales in the future. Further details, including descriptions of the seven well-being goals, can be found on the Welsh Government website<sup>2</sup>.

Client and its customers have a duty to comply with the goals of the Well-being of Future Generations (Wales) Act 2015 which includes supporting Wales to become:

- 1) A prosperous Wales
- 2) A resilient Wales
- 3) A Healthier Wales
- 4) A More equal Wales
- 5) A Wales of cohesive communities
- 6) A Wales vibrant culture and thriving Welsh language
- 7) A globally responsible Wales

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<sup>1</sup> <http://gov.wales/docs/dsjlg/publications/150623-guide-to-the-fg-act-en.pdf>

<sup>2</sup> <http://gov.wales/topics/people-and-communities/people/future-generations-act/?lang=en>



## 29. Towards Zero Waste

29.1 The Welsh Assembly Government's national waste strategy<sup>3</sup> for waste sets out high level outcomes, policies and targets for the public sector in Wales. With a focus on prevention, reuse and recycling – the Towards Zero Waste strategy aims to produce benefits for the environment, the economy and social wellbeing. Objectives and targets for 2025 include:

- Waste reduction and reuse as a priority– including a target to reduce overall waste by 27%;
- Achieving a recycling rate of at least 70%;
- Food waste recovery via anaerobic digestion a high priority;
- Closed loop recycling' systems (high quality, separate collection) for waste;
- As close to zero landfill as possible.

In Wales, cutting down on the amount of food waste unnecessarily disposed of is identified as a key priority within the waste strategy, Towards Zero Waste, and contributes to the goals of the Well-being of Future Generations Act.

## 30. The Public Sector Waste and Resource Efficiency Plan

30.1 The Public Sector Waste and Resource Efficiency Plan (the Public Sector Plan) recognises the role of the public sector in achieving the waste prevention, reuse and recycling objectives set out within the 'Towards Zero Waste' strategy for Wales. The Public Sector Plan identifies the relevant sector targets and Welsh Government policies, legislative and other obligations relevant to the public sector, and provides a summary of waste and resource efficiency actions for the sector.

30.2 The Plan identifies actions a number of actions for the public sector to take forward up to 2025:

- Waste prevention – reducing the ecological and carbon footprint of waste in the sector, primarily through effective sustainable procurement, including reuse of products/materials, and through extending/optimising the life of products and materials;
- Preparation for reuse – improve and promote reuse of items, to protect natural resources and limit the production of problematic waste for the public sector.
- Recycling – make the most of valuable resources by improving the source separation and high quality recycling of waste materials.

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<sup>3</sup> [http://gov.wales/topics/environmentcountryside/epq/waste\\_recycling/zerowaste/?lang=en](http://gov.wales/topics/environmentcountryside/epq/waste_recycling/zerowaste/?lang=en)

Achieving 90% recycling of priority materials and 70% overall recycling rate by 2025. Increasing opportunities for 'recycling on the go' for public visitors to public sector offices, facilities and events.

- Recover the energy and value of resources that cannot be recycled, eliminating waste disposed of to landfill through action on waste prevention, reuse and recycling.

30.3 In the context of public sector catering and food services, recommendations include collaboration between the public sector and its supply chain partners, to encouraging waste reduction, reuse and recycling. The Public Sector Waste and Resource Efficiency Plan is due to be released shortly, with further details available via the Welsh Government website<sup>4</sup>.

## **31. The Environment (Wales) Act 2016**

31.1 Framework Provider(s) will be required to ensure compliance with all relevant provisions contained within the Environment (Wales) Act 2016<sup>5</sup>. The Act received Royal Assent on 21 March 2016, and is scheduled to come into effect in 2017. In short, the aims of the provisions of the Act which relate to waste include the following requirements.

- Segregation of waste by businesses and other waste producers - such as the public sector, to ensure that clean, uncontaminated recyclable materials are separated;
- Separate collection of waste - ensuring that a full separate collection service for segregated recyclable materials is available to those that produce waste;
- Energy from Waste bans – to ensure that valuable recyclable materials and resources are not burnt;
- A ban on the disposal of food waste to sewer from non-domestic premises.

## **32. The Courtauld Commitment**

32.1 The Courtauld Commitment is a voluntary arrangement aimed at improving resource efficiency and reducing waste within the UK grocery sector. The agreement is funded by the UK, Welsh, Scottish and Northern Ireland governments.

32.2 WRAP is responsible for the agreement and works in partnership with leading retailers, brand owners, manufacturers and Framework Provider(s) who sign up and support the delivery of the targets.

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<sup>4</sup> <https://consultations.gov.wales/consultations/public-sector-waste-and-resource-efficiency-plan>

<sup>5</sup> <http://gov.wales/topics/environmentcountryside/consmanagement/natural-resources-management/environment-act/?lang=en>

32.3 The next phase of the agreement is Courtauld 2025:  
<http://www.wrap.org.uk/courtauld2025>.

32.4 There are also a number of other wider legislative and policy drivers in place to promote the principles of sustainable development including:

- Government of Wales Act 2006 (Amendment) Order 2015– Section 79<sup>6</sup>
- Local Government Act 2000
- Welsh Procurement Policy Statement
- Welsh Government Community Benefits Policy
- Modern Slavery Bill

### **33 Sustainability Impacts and Opportunities**

#### **Environmental**

33.1 The delivery of food supply and distribution services typically results in the following environmental impacts and therefore Framework Provider(s) are expected to mitigate these harmful effects wherever and whenever possible. These include:

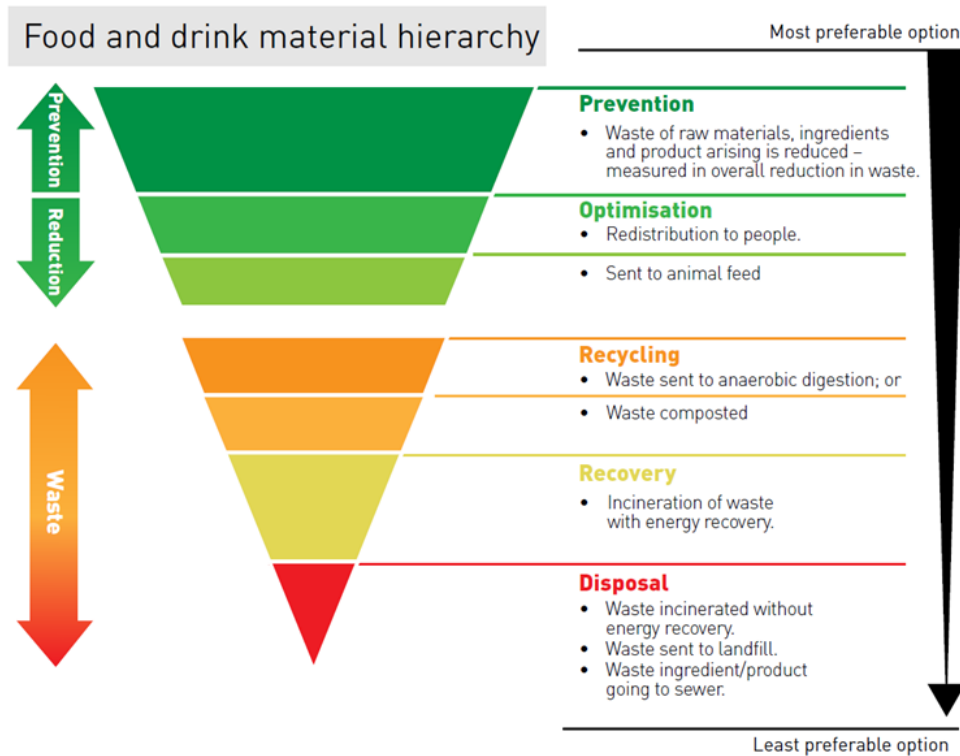
- Resource consumption – energy, water, land use and materials (including raw materials and packaging) used in food production and processing;
- Emissions and waste production – carbon dioxide (CO<sub>2</sub>) and other pollutant emissions, e.g. as a result of production and processing methods and modes of transport used in distribution.

The Client is therefore keen to mitigate these impacts as much as possible and would expect the Framework Provider(s) to also be pro-active in this regard.

33.2 The food waste hierarchy (below), sets out the most environmentally preferred solution for the management of food waste. The preferred solution is to prevent food waste from occurring in the first place. It draws an important distinction between surplus food and food waste that can be further processed to return nutrients to the soil, extract energy and generate heat.

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<sup>6</sup> <http://www.legislation.gov.uk/ukxi/2015/204/made>



33.4 If surplus food is generated, actions include considering redistribution to people, where appropriate, or using it as animal feed, provided this is done in compliance with the relevant legislation. Next, effective food waste treatment options should be considered, like anaerobic digestion or composting. All of these are preferable to landfilling food waste, both financially and environmentally.

### Waste

33.5 Framework Provider(s) must comply with The Producer Responsibility Obligations (Waste Packaging) (Amendment) Regulations 2010. All Framework Provider(s) classed as an obligated packaging producers must meet their waste packaging responsibilities, which help to reduce the amount of packaging produced in the first place, reduce packaging destined to landfill, and increase the amount of packaging waste that it recycled and recovered. Further information can be found by accessing the following link: <http://www.legislation.gov.uk/ukxi/2010/2849/contents/made>.

33.6 Any pallets, crates, or other receptacles that are used to deliver goods to Participating Organisations should be returnable and must be collected from those Participating Organisations within 3 days.

- 33.7 Framework Providers are asked as part of the Community Benefits method statement to consider the drivers for waste and provide details of steps you will take to ensure that:
- 33.8 The primary and secondary and/or tertiary packaging suppliers used are sustainable options and adhere to the relevant packaging waste, and separate collections requirements listed above.

Further guidance on packaging requirements is included in Section 9 of the Supplementary Terms and Conditions.

#### **34. Community Benefits approach, Social Inclusion and Economic Sustainability**

- 34.1 At award of contract, the Framework Provider(s) will be expected to work with Client to maximise the community benefits delivered through the Agreement. This will include, but may not be limited to:

34.1.1 The Framework Provider(s) will be expected to consider the opportunities to recruit and train economically inactive persons, as part of the workforce delivering this contract. The Client is keen that the Framework Provider(s) consider the opportunity to offer training during the life of the Agreement.

34.1.2 If so required by a Participating Organisation the Framework Provider(s) may also be required to forward details of any externally advertised vacancies to Job Centre Plus.

- 34.2 Maximise supply chain opportunities for SMEs

34.2.1 The Framework Provider(s) will be expected to work with the Participating Organisations to open up opportunities for SMEs, including social enterprises, to bid for 2<sup>nd</sup> and 3<sup>rd</sup> tier supply chain opportunities arising from this Agreement. It is expected this will include:

34.2.2 Advertising sub-contracting opportunities on sell2wales (tier 1 supply chain).

34.2.3 Using the Welsh Government's Business Wales to hold 'Meet the Buyer' events to introduce new businesses.

34.3 Other benefits:

34.3.1 The Framework Provider(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:

34.3.2 Working with local schools and colleges to provide work experience opportunities and work placements; support for careers days, etc.

34.3.3 Contributing to community regeneration schemes.

34.3.4 At return of tender as part of the tender response, the Framework Providers were asked to submit a Method Statement in the form of a Community Benefits Plan setting out how they will deliver 'community benefits' e.g. to schools, colleges, businesses, communities, etc. through the Framework Agreement as requested in the Technical questionnaire (schedule 5.2).

34.4 The Community Benefit Plan was not evaluated or scored as part of the tender process. However, the Framework Provider(s) will be expected to deliver and report on the subsequent delivery of Community Benefits detailed in their Method Statement, throughout the life of the Framework Agreement.

34.5 The Framework Provider will be required to support the Welsh Government's Social Inclusion Agenda; and will need to promote local business and employment. The Framework Provider may need to consider programmes to increase the capabilities of local providers. Details of the proposed methodology in managing Tier Providers will be assessed as part of the overall bid.

**35. Equality and Diversity**

35.1 No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Welsh Government in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.

35.2 The Framework Provider(s) will therefore be expected to comply with legal duties as a minimum to ensure non-discrimination, through out the term of the Framework Agreement. The promotion of equality and diversity is mandatory and will be an integral part of decision-making and actions for the Framework Provider(s).

### 36. Fair Payment

- 36.1 Welsh Government Policy is to expect all public sector organisations to pay Framework Provider(s) within 10 working days of the receipt of a valid invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that Framework Provider(s) will be paid within 10 working days of the receipt of a valid invoice (although it should be recognised that some customers may take longer than 10 days).
- 36.2 The Framework Provider(s) must pay their sub-contractors / tier providers within a maximum 30 days of the receipt of a valid invoice.
- 36.3 The Client will be in contact with Tier Providers to ensure Fair Payment is observed.
- 36.4 Framework Provider(s) are encouraged to sign up to the Prompt Payment Code (<http://www.promptpaymentcode.org.uk>)

### 37. Further guidance and information

- 37.1 Framework Providers may find it helpful to contact organisations that can provide support in the delivery of cost neutral benefits.

Please refer to the table below for details:

Name	Telephone	email	Web address
Working Links Cymru	02920 437130		<a href="http://www.workinglinks.co.uk">www.workinglinks.co.uk</a>
Job Centre Plus	08456 012001 (option 2)		<a href="http://www.gov.uk/jobcentre-plus-help-for-recruiters">www.gov.uk/jobcentre-plus-help-for-recruiters</a>
Careers Wales	0800 1830283		<a href="http://www.careerswales.com">www.careerswales.com</a>
sell2wales	01792 765837		<a href="http://www.sell2wales.co.uk">www.sell2wales.co.uk</a>
Go Wales Graduate Skills for Business	0845 225 6050	<a href="mailto:info@gowales.co.uk">info@gowales.co.uk</a>	<a href="http://www.gowales.co.uk">www.gowales.co.uk</a>
Rehab Jobfit	0800 111 6116		<a href="http://rehabjobfit.com/">http://rehabjobfit.com/</a>
Business Wales	03000 603000		<a href="http://business.wales.gov.uk/">http://business.wales.gov.uk/</a>
Skills Gateway – Business Wales	03000 603000		<a href="https://businesswales.gov.wales/skillsgateway">https://businesswales.gov.wales/skillsgateway</a>
Project Bank Accounts (PBA's)			<a href="http://www.prp.wales.gov.uk/toolkit/">www.prp.wales.gov.uk/toolkit/</a>

WRAP	02920 100 100		<a href="http://www.wrap.org.uk">www.wrap.org.uk</a> <a href="http://www.wrap.org.uk/content/courtauld-commitment-2025">Courtauld Commitment 2025</a> <a href="http://www.wrap.org.uk/content/courtauld-commitment-2025">http://www.wrap.org.uk/content/courtauld-commitment-2025</a>
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If Framework Provider(s) have any queries or problems obtaining support from any of the above, please inform the Client.



## **Part 5 – Performance Management**

### **38. Performance and Complaints Management**

- 38.1 The Client will be responsible for the overall management of the Agreement and it will also be responsible for liaison with all other Participating Organisations. However, individual Participating Organisations will manage the routine management and resolution of queries related to individual Orders.
- 38.2 The Client will also act as a mediator between individual Participating Organisations and the Framework Provider(s) where routine queries related to individual Orders cannot be resolved.
- 38.3 The Framework Provider(s) shall notify the Client and Participating Organisations immediately of any issues affecting the Framework Agreement provision.

### **39. Implementation Phase**

- 39.1 There will be an implementation phase of 3 months after the award of the Framework Agreement (“Implementation Phase”). A detailed implementation plan is to be provided by the Framework Provider(s) for approval by the Client and its Participating Organisations prior to commencement of the Framework Agreement.
- 39.2 During the Implementation Phase the Framework Provider(s) will provide weekly update reports to the Client and the Participating Organisations in a format to be advised by the Client.
- 39.3 Framework Provider(s)’ performance measurements shall be identified and developed between the Client and the Participating Organisations during the Implementation Phase.
- 39.4 Monitoring meetings may be held on a fortnightly basis during the Implementation Phase and then on a quarterly basis unless an alternative timetable is agreed.
- 39.5 There will be a quarterly performance review in which the Framework Provider(s) shall produce a detailed report in a format and with content to be agreed by Client and the Participating Organisations.
- 39.6 The Client and the Participating Organisations will work with the Framework Provider(s) during the Implementation Phase and will schedule regular meetings and larger open-day type events to help roll-out the contract.

- 39.7 The Client and the Participating Organisations will support the Framework Provider(s) in achieving an Implementation Phase. However, it remains the responsibility of the Framework Provider(s) to meet Participating Organisations' requirements within the required time scales.
- 39.8 Framework Provider(s) are only permitted to seek to supply products and lots which they have been awarded, Framework Provider(s) are forbidden to adding additional product lines, combining lots with those not awarded, or adding any additional business outside the Framework Agreement.
- 39.9 The ability to satisfy and supply the requirement is a key performance criterion, and the Participating Organisations may use other providers without any obligation to the Framework Provider(s) where they are unable to satisfy the requirement in the specified time. It should be recognised that failure to meet requirements may alienate Participating Organisations and result in contract leakage.
- 39.10 Actual targets for implementation will be set between the Participating Organisations and the Framework Provider(s).
- 39.11 No additional terms and conditions can be applied on customers during the course of the framework.
- 39.12 The continuance of the Framework Agreement will be subject to performance in all respects of the Framework Provider(s) meeting all the requirements of the Framework Agreement. In the event that performance monitoring and reviews indicates that performance is failing to maintain acceptable standards, the Client may terminate the Framework Agreement and seek alternative arrangements.

#### **40. Complaints**

- 40.1 If the Client and/or the Participating Organisation(s) make a complaint concerning the Service, the Framework Provider(s) shall immediately investigate the complaint and take such corrective action as is agreed by the Client and/or the Participating Organisation(s).
- 40.2 Framework Provider(s) must record all complaints of any nature, received from whatever source, in a register kept for that purpose. The Participating Organisation(s) may need to log these complaints on a Third Party Database outlined by The Client, and the Framework Provider is expected to promptly respond to any further correspondence/investigation requested by the Client, Participating Organisation(s) and/or third party organisation. Framework Provider(s) will supply a copy of the register of complaints at such times as the Client and or Participating Organisation may specify. Framework Provider(s) must provide evidence that the Organisation and/or

third party audit body is content that the issue has been resolved. Sufficient detail shall be recorded in the register to enable the Client and or Participating Organisations to ascertain the nature of the complaint, the name of the person making the complaint, the details of the Participating Organisation involved, the date and time when it was received; the action taken to remedy the complaint and the time and date when the remedy was completed; and names of the Framework Provider(s)' supervisory and other staff involved in the action complained of and its remedy (as detailed within the Framework Provider(s)' own HACCP Procedures).

- 40.3 Framework Provider(s) will record all complaints in a central location and a copy of the complaints list will be forwarded monthly to the Client and the relevant Participating Organisations(s) for monitoring. Complaints are monitored and Framework Provider(s) will be required to attend an urgent meeting if the Client and/or the Participating Organisation believes the number and nature of complaints are unacceptable and/or any High / Critical Complaint(s) have occurred.
- 40.4 Complaints must be categorised by the Framework Provider(s) as High/Critical, Medium or Low in accordance with the following definitions:-

#### **40.4.1 High/Critical**

Evidence of serious risk of product contamination with the potential in causing a food borne illness, examples would be damaged packaging, product left outside premises without obtaining signature of delivery, products delivered above legislative temperatures etc. High Risk Complaints must be dealt with urgently and responded to as soon as possible and no later than 24 hours of the complaint being raised. Failure to deal with Complaints satisfactorily may result in suspension of business.

#### **40.4.2 Medium**

Medium risk would be a complaint that could increase the risk to health. Examples of this would be high-risk products being delivered at the incorrect temperature but identified immediately and returned to the Framework Provider. Further examples would be inferior quality foodstuffs. Medium Risk Complaints must be responded to within two working days of the complaint being raised.

#### **40.4.3 Low**

Low risk issues that involves minimum risk to health. Examples of this would be substitute product delivered, order not meeting original requirements, incorrect delivery time slot being adhered to. Low Risk Complaints must be responded to within five working days of the complaint being raised.



supplying products for this Framework Agreement. The accreditation must be for the product areas that are included in this Framework Agreement.

- 41.5 Framework Provider(s) must ensure that all packaging which is supplied for use with food is safe and suitable for the purpose intended and must not in any way cause damage to or detrimentally affect the food. The packaging must be adequate to protect the food against damage or contamination.
- 41.6 All Framework Providers must have Hazard Analysis and Critical Control Point (HACCP) systems in place, and provide full traceability on all products supplied to the Client / Participating Organisations(s) and throughout the term of the Framework Agreement must maintain a valid and current HACCP certification and associated monitoring records. The HACCP certification and associated monitoring records must be available upon request from the Client and or Participating Organisations. All packing processes of products carried out by the Framework Provider must comply with their legal obligations of present and amending legislation.
- 41.7 Throughout the term of the Framework Agreement All Framework Provider(s) will be required to produce documentation and certification to substantiate that they have taken all reasonable precautions and exercised due diligence in the sourcing, processing, packing, storage and distribution of all products.
- 41.8 Throughout the term of the Framework Agreement All Framework Provider(s) must ensure full compliance with the requirements of Regulation (EC) No 2073/2005 on Microbiological Criteria for Foodstuffs and in particular in relation to *Listeria monocytogenes*.
- 41.9 All copies of Inspection Reports and Certificates, issued to the Framework Provider(s) during the period of the Agreement **must** be forwarded to the Client.
- 41.10 Re-audits are determined by the risk factors associated with the product supplied; the cost of re-audit is also borne by the Framework Provider(s).
- 41.11 Framework Provider(s) must note that the companies who currently carry out the food safety checks and any their costings may change during the term of this Framework Agreement.
- 41.12 The Client and/or Participating Organisations reserve the right to allow their representatives including those of Environmental Health, Trading Standards or a nominated third party auditor to frequently visit, inspect and audit the premises and equipment, to include weighing and measuring equipment of that supplier and to inspect product in transit at any reasonable time.

41.13 All premises supplying products under this contract shall have been inspected and/or approved as appropriate. In accordance with the legal requirements all products supplied under this Framework Agreement shall bear the appropriate health mark if appropriate. All products should have been produced at premises, which has either been registered with Local Authority Environmental Health Department (s) or approved by the Food Standards Agency. Any breach of these conditions shall entitle the Client to terminate the Framework Agreement by written notice without prejudice.

41.14 Framework Provider(s) must be aware that samples for both food safety and quality standards purposes may be requested during the term of the Framework Agreement. Framework Providers will provide samples on a free of charge basis.

## **42. Contingency Planning and Risk Management**

42.1 Framework Provider(s) shall ensure they have in place a robust plan and process in place for the following:

- Disaster Recovery Plan (Long Term)
- Business Continuity for each Order (Short Term incidents)
- I.T. Contingency
- Financial risk management

## **43. Risk Management Plan and Processes**

43.1 Framework Provider(s) shall continuously assess any risks against the Service Provision with the Client and the Participating Organisations. This shall include the following:

- Identification of Risk
- Classification of Risk ( In line with details provided regarding Complaints)
- Mitigation and/or elimination

## **44. Project Management Implementation and Marketing of the Agreement**

44.1 The Framework Provider(s) shall provide and manage an implementation plan detailing all aspects of the Services. The implementation plan shall include all main activities and timescales required for a implementation including:

- a. Mobilisation, liaison and communication

- b. Project plan and implementation proposals
  - c. Assessing and monitoring success
  - d. Capacity to gear up for contract start
  - e. Provide details of how they will manage multiple User(s) and Multiple Requirements/ Delivery Locations (See Annex F)
- 44.2 Framework Providers shall provide and manage a communications plan that shall be used throughout the implementation project, identifying the personnel, tools and key milestones involved including:
- a. Interaction with the User on a local/national/regional level
  - b. Marketing of the Agreement to Participating Organisations
  - c. Any Training required for Ordering in each location
  - d. Your role in the Customer forums
- 44.3 The Framework Provider(s) must be willing and able to hold, at no additional cost, launch events for any Participating Organisation that wishes to utilise the Framework Agreement.
- 44.4 Framework Provider(s) shall keep the Client and Participating Organisations up to date on important industry news and market updates, both at the regional and local level, including:
- a. Ongoing progress/issues
  - b. Industry updates on a quarterly basis at minimum
- 44.5 Framework Providers shall specifically inform the Client and Participating Organisations of any developments in the market place, including sustainability, which may affect the Service, and shall highlight how they shall make use of those changes.
- 44.6 The Client will assess on the timelines stipulated in the table at section 66.3 of this document or, as and when required, the market movement of core (high volume/value) products, relating to trends or market forces. Framework Provider(s) will be required to supply a market report that provides, for example, an overview of the market, food prices within each food category and any future market predictions.
- 44.7 Based on quarterly management information from Framework Providers (s), utilisation of core products will be reviewed on a six monthly or more frequent basis as required.
- 44.8 It will be the Framework Provider(s)' responsibility to regularly review the core products; this will be volume/value related and will recommend

additions/deletions as appropriate to ensure best value is continually being achieved within the contract. The Supplier(s) will make no additions/deletions to the core products without express permission in writing from the Client.

- 44.9 Framework Providers will be required to provide monthly sales statistics in respect of individual product lines, categorised by Framework Provider and establishment detailing monetary and volume figures. In addition, the Framework Provider(s) shall provide an annual summary of this information on the anniversary of the commencement of the contract.

#### **45. Transfer of Undertakings (Protection of Employment) Regulations (“TUPE”)**

- 45.1 The Client is of the preliminary view that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) and/or Directive 2004/18/EC are not likely to apply at the award or throughout the term of this Framework Agreement.

#### **46. Management Information**

- 46.1 In order for the Client to track uptake, benefits and trends/patterns, the Framework Provider(s) will be required to submit management information reports as requested by the Client, detailing Framework Agreement take up by the various Participating Organisations, monthly expenditure per organisation, spend, etc.
- 46.2 The Category Forum consisting of representatives of the Participating Organisations, together with the Framework Provider(s), will establish the KPIs to be used for the life of the Framework Agreement and will be reviewed on a regular basis or as and when required.
- 46.3 At the start of the Agreement and at the start of each financial year (April – March), the Framework Provider(s) will be provided with MI and KPI Excel spreadsheets for completion on a monthly basis.
- 46.4 The first spreadsheet will require the Framework Provider(s) to record:
- 46.4.1 Spend information, exclusive of VAT, and line item data;
  - 46.4.2 Savings versus pre-framework benchmark rates (to be agreed during contract award);
  - 46.4.3 Process savings and process missed-savings (online, email, telephone)



- 46.4.4 Spend with Sub Contractor's / Welsh Tier Providers, including name, address and size of company (number of employees);
- 46.4.5 Report all new business by the Participating Organisations, including Agreement commencement date
- 46.5 This process and / or document may be subject to change. Client will inform the Framework Provider(s) of any additional reporting information, as required.
- 46.6 The second spreadsheet will detail key performance indicators on the performance of the Framework Agreement. As a minimum the information contained below will be requested. The Clients Category Manager will agree with Framework Provider(s) the KPI data to be reported. Any changes during the life of the Framework Agreement will be advised. The details must be returned on a monthly basis (prior to the 10<sup>th</sup> calendar day of the month) and, as a general rule, provided a week prior to any review meetings.
- 46.6.1 Number of Orders (by Organisation)
- 46.6.2 Value of Orders (by User)
- 46.6.3 Quantity of Product ordered verses quantity of product delivered (Volume and %)
- 46.6.4 Products returned / rejected (Volume and %)
- 46.6.5 Number of substitutions
- 46.6.6 Number of Deliveries
- 46.6.7 Summary of comments / complaints with corrective action taken (Numbers received/ ongoing / completed)
- 46.6.8 Summary of products meeting sustainability standards and objectives of the Wellbeing of Future Generations Act including but not limited to:
- 46.6.8.1 Provenance of products
  - 46.6.8.2 Higher animal welfare products including freedom foods, free range eggs
  - 46.6.8.3 Organic products
  - 46.6.8.4 Farm assured products
  - 46.6.8.5 Sustainably sourced or MSC certified fish
  - 46.6.8.6 Locally sourced seasonal produce
  - 46.6.8.7 Products compliant with Government salt and sugar guidelines  
Fairtrade products
  - 46.6.8.8 Products meeting the healthier criteria outlined in appendix B

#### 46.6.9 Community Benefit Update

#### 46.6.10 Waste Management update

The Client reserves the right to add to this list at any point during the course of the Framework Agreement.

Specific requests may also arise as a result of Ministerial questions or freedom of information requests. Framework Provider(s) must support the Client and Participating Organisations to provide any data required as part of these requests within the timeframe requested by the Client and Participating Organisations

**46.7 It must be noted that failure / persistent failure to achieve the required performance in one or more of the KPI's may result in the Framework Agreement being terminated.**

46.8 The Framework Provider(s) will provide key performance indicators accompanied by supporting information, which can demonstrate achievability of key specification requirements as set out above.

46.9 Participating Organisations may wish to include their own specific Key Performance Indicators as part of their individual User Agreements.

46.10 At the start of each financial year (April – March), the Framework Provider(s) will also be provided with a Community Benefits spreadsheet, for completion on a monthly basis.

46.11 During the life of the Framework Agreement the Client may change to an electronic system requesting similar data. The Client will discuss and agree the requirements with Framework Provider(s) if required.

### **47. Management Information for Participating Organisations**

47.1 The Framework Provider(s) will supply Participating Organisations directly with their own management information as and when requested.

47.2 In addition, the Framework Provider(s) must hold in a single database which as a minimum contains the information stated at 46.6 and 47.4 (of this Specification document), which must be available on request.

47.3 From time to time, the Client / Participating Organisations may be required to respond to urgent requests for information. Framework Provider(s) will be expected to provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client / Organisation.

47.4 Additional information requirements will be agreed with the Framework Provider(s) as part of the implementation process. However, the Framework Provider(s) shall provide a monthly report to the User in a format to be agreed, which will include as a minimum:

#### 47.4.1 Fulfilment levels

This will include orders received, filled, rejected and any reasons for non-fulfilment.

#### 47.4.2 Benefits Measurement and Reporting

Details on exactly how much has been saved by each budget holder. It is essential that such reports are credible and auditable.

Proactively give information on missed savings opportunities.

47.4.3 Actual reporting requirements must be agreed with the individual customer. From time to time, the Client / Organisation may be required to respond to urgent requests for information. Framework Provider(s) shall provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client / Participating Organisation.

## **48. Supplier Review Meetings**

48.1 Quarterly Category Forums will be held with representatives of the Participating Organisations to assess the performance of the Agreement. Following these meetings, review meetings will be held with the Framework Provider(s) to resolve any issues and to discuss ways in which the Framework Agreement can be continuously improved.

48.2 Framework Provider(s) must provide evidence during their review meetings of how their efforts to deliver community benefits meet with the approach proposed in their method statement.

48.3 The Client will host quarterly contract management meetings with all Framework Provider(s), to review performance, MI and KPI data, benefits realisation and troubleshooting of problems and issues.

48.4 Regular Category Forum meetings will be held with representatives of the Users to assess the performance of the Agreement. The quarterly contract management meetings with the Framework Provider(s) will also be used to resolve any issues and to discuss ways in which the Framework Agreement can be continuously improved.

## **49. Performance Issues**

- 49.1 The Client may terminate the Framework Agreement by written notice to the Framework Provider if the Framework Provider (in the sole opinion of the Client) persistently or regularly fails to comply with the timescales and procedures for submission of Management Information reports and/or meet the Key Performance Indicators and/or submit Community Benefits information.

## **50. Annual Key Performance**

- 50.1 The Framework Provider(s) will undertake an annual customer satisfaction survey on behalf of individual Participating Organisations. This survey will include all Participating Organisations (s) ordering officers against the Agreement, and the results must be shared with the Participating Organisation(s) and Client. The Framework Provider(s) shall provide this report to the Participating Organisation(s) and Client on each anniversary of the Framework Agreement.

## **51. Measures of Success**

- 51.1 The following are the minimum measures of success that the Framework Provider(s) shall achieve following award of a Framework Agreement. It should be noted that these will not incur an additional charge.
- i. All ordering and authorising Officers identified by the User have been contacted and informed of the new arrangements within one month of the award of the User Agreement.
  - ii. All officers identified by the User as responsible for placing purchase orders have been trained in the new procedures a minimum of two working weeks before the contract commencement date.
  - iii. All identified Officers being provided with log-in details to any e-solution prior to the User's contract commencement date.
  - iv. Rolling implementation programme established, agreed and started within 4 weeks of the User Agreement award date unless agreed differently with the customer organisation.
  - v. Reduction in the number of invoices paid by the User (e.g. consolidated invoicing).
  - vi. Savings (efficiency and value for money) on current costs.

## **52. Performance Issues Reporting**

- 52.1 The Client may terminate the Framework Agreement by written notice to the Framework Provider(s) if the Framework Provider(s) (in the sole opinion of the Client) persistently or regularly fails to comply with the timescales and procedures for submission of Management Information reports and/or meet the Key Performance Indicators and/or submit/comply with Community Benefits information.

## **Part 6 – Account Management**

### **53. Account Management**

- 53.1 The Framework Provider(s) will be expected to provide a dedicated Account Manager for the duration of this Framework Agreement, with access to a Welsh speaker.
- 53.2 The Framework Provider(s) must also make available to the Client a Senior Representative with the necessary authority to manage and resolve any issues that arise in the overall performance of the Framework Agreement. The Senior Representative will be expected to attend the supplier review meetings at a minimum on an annual basis and more frequently if necessary.
- 53.3 The Client expects the highest standards of account management and customer service under this Framework Agreement.
- 53.4 The Client also requires the account opening process for Participating Organisations to be conducted as quickly and as smoothly as possible.

### **54 Welsh Language Measure Act 2011**

Qualifying persons who provide services to the public under an agreement, or in accordance with arrangements, made with —

- (a) The Welsh Ministers,
- (b) A Minister of the Crown,
- (c) A government department,
- (d) A person exercising on behalf of the Crown functions conferred by or under an Act or Measure, or
- (e) A county borough or county council in Wales.

<http://www.legislation.gov.uk/mwa/2011/1/contents/enacted>

- 54.1 The Framework Provider must be able to provide all elements of Account Management and Customer Communication via the medium of the Welsh Language, if requested.
- 54.2 Framework Provider(s) must also make available to the Category Manager a Senior Representative with the necessary authority to manage and resolve any issues that arise in the overall performance of the Framework Agreement. The Senior Representative will attend the Framework

Provider(s) review meetings at a minimum on an annual basis and more frequently if necessary.

- 54.3 The Client will also expect the account opening process for Users to be conducted as quickly and as smoothly as possible.
- 54.4 Framework Provider(s) are required to provide a detailed outline of the account management structure to be implemented to support this Agreement **upon request**. The name of the Senior Representative should be clearly shown in this structure. This outline should include, but not be restricted to:-
- a. Key Account Management
  - b. Account Manager and Bilingual resource
  - c. Contract Review Procedures
  - d. Customer Support
  - e. Telephone Support
  - f. Complaints Management Procedure
  - g. Escalation Procedures
  - h. Nutritional and Legislative Compliance Procedures
  - i. Risk and Contingency Procedures

## **55. Opening Doors**

- 55.1 With regards to working with Framework Provider(s), most Participating Organisations are working towards the principles contained within the SME Friendly Procurement Charter "Opening Doors", refer to link below:

<http://prp.gov.wales/docs/prp/generalgoodsservices/280613openingdoorsenglish.pdf>

## **56. Marketing of Agreement**

- 56.1 The Framework Provider(s) will be expected to actively market the Agreement to those Participating Organisations listed under Annex A.
- 56.2 All communications, marketing literature/plans etc. must be approved by the Client and the appointed Participating Organisations prior to implementation.
- 56.3 The Framework Provider(s) must report all new business to the appointed Participating Organisation's contact and also Client.
- 56.4 Suppliers will be expected to respond directly to queries from Participating Organisations.
- 56.5 The Framework Provider(s) will be expected to market literature at their own expense, for distribution to Participating Organisations. These may also be required in Welsh and – if requested – the Framework Provider(s) will be

expected to produce Welsh versions at no additional cost to Client or Participating Organisations.

- 56.6 The Framework Provider(s) will be expected to participate in promotional events on request.
- 56.7 Framework Provider(s) will be expected to market their awarded businesses to all potential customers in an equal manner, regardless of their potential order value or volume.
- 56.8 It is important that all possible opportunities are used to promote the existence of the Framework Agreement to the mutual benefit of all Parties. A pro-active approach is required by the Framework Provider(s) to ensure their services are promoted at every opportunity.
- 56.9 The Client are looking to use the services of the Framework Provider(s) personnel in marketing new products, offering and managing special promotions and sponsorship, providing training and marketing support, introducing new recipes and concepts and managing promotions as part of the day-to-day service.
- 56.10 The Framework Provider(s) will be responsible for ensuring that the appropriate contacts are kept informed of developments including up to date product information.
- 56.11 At least twice during a calendar year, at times agreed by the Client, Framework Provider(s) will be expected to participate, at their own cost, in events that are intended to introduce Participating Organisations to new market developments, particularly more sustainable food options.



**PART 7: COMMERCIAL SECTION**

**57. Costing**

- 57.1 Framework Provider(s) will ensure the Client is provided with the best available at all times throughout this Framework Agreement.
- 57.2 All Prices are deemed to be fully inclusive of all costs, overheads and profit associated with the delivery of the requirements.
- 57.3 The Client and/or Participating Organisations shall not pay for any implementation, set up, training or development costs and/ or other expenses.
- 57.4 Framework Providers are expected to demonstrate their ability to provide reassurance on the transparency of pricing throughout the term of the Framework Agreement. The Framework Provider(s) shall (whenever requested to do so) provide an itemised cost breakdown (plus copies of any quotes obtained from third parties) relating to a specific Core or Non-Core Products.
- 57.5 The Framework Provider(s) should use best efforts to negotiate additional savings where feasible and pass these on via a reduction in its prices and/or retrospective rebate.

**58. Retrospective Rebate**

- 58.1 The Discount offer proposed as Framework Provider(s) pricing submissions will be applied to accumulative annual expenditure and the subsequent discount provided as an annual retrospective rebate, in the form of a credit note.
- 58.2 The levels of retrospective rebates applied will be entered on Management Information and monitored by Client and its Participating Organisations.

**59. Commissioning**

- 59.1 The Lots to the Framework Agreement will be commissioned in accordance to this paragraph 61:

Lot 1	All fresh food and beverages	Ranked - (One Primary Provider and two continent Providers)
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Lot 2	Fresh and frozen meat, pork products and poultry	Ranked - (One Primary Provider and two continent Providers)
Lot 3	Fresh and frozen meat	Direct Award or Mini Competition
Lot 4	Fresh and frozen pork products	Direct Award or Mini Competition
Lot 5	Fresh and frozen poultry	Direct Award or Mini Competition
Lot 6	Fresh and prepared fruit, vegetables and salad	Ranked - (One Primary Provider and two continent Providers)
Lot 7	Fresh fruit, vegetables and salad	Direct Award or Mini Competition
Lot 8	Prepared fruit, vegetables and salad	Direct Award or Mini Competition
Lot 9	Fresh fish	Direct Award or Mini Competition
Lot 10	Fresh milk, dairy products and eggs	Ranked - (One Primary Provider and two continent Providers)
Lot 11	Fresh milk	Direct Award or Mini Competition
Lot 12	Fresh dairy products and eggs	Direct Award or Mini Competition
Lot 13	Fresh bread, cakes and morning goods	Direct Award or Mini Competition
Lot 14	Chilled ready to eat foods, including chilled cooked meats, pies, soups, deli ranges and savouries	Direct Award or Mini Competition

## 60. Ranked Framework Provider(s)

60.1 In relation to Lots:

Lot 1	All fresh food and beverages
Lot 2	Fresh and frozen meat, pork products and poultry
Lot 6	Fresh and prepared fruit, vegetables and salad
Lot 10	Fresh milk, dairy products and eggs

Framework Provider(s) will be ranked. It is anticipated that most of the requirement will be provided by the first-ranked Framework Provider. However, should that first-ranked Supplier be unable to supply the goods requested, then the Participating Organisation will order via the second-ranked Framework Provider. Only if the second-ranked Framework Provider

is unable to supply will the Participating Organisation will order via the third-ranked Framework Provider.

## 61. Direct Award and Mini Competitions

### 61.1 In relation to Lots

Lot 3	Fresh and frozen meat
Lot 4	Fresh and frozen pork products
Lot 5	Fresh and frozen poultry
Lot 7	Fresh fruit, vegetables and salad
Lot 8	Prepared fruit, vegetables and salad
Lot 9	Fresh fish
Lot 11	Fresh milk
Lot 12	Fresh dairy products and eggs
Lot 13	Fresh bread, cakes and morning goods
Lot 14	Chilled ready to eat foods, including chilled cooked meats, pies, soups, deli ranges and savouries

The Framework Provider(s) will be commissioned either by direct award or by mini competitions.

61.2 Participating Organisations may wish to award a call-off direct through the Framework Agreement without reopening competition. Participating Organisations can direct award when they can demonstrate a Framework Provider offers them best value for the Products they require.

61.3 Where best value cannot be demonstrated, Participating Organisations may wish to re-open competition through mini competitions.

61.4 Participating Organisations may wish to run collaborative (multi-Organisation), or non-collaborative (single Organisation) mini competitions for both Core and Non-core products throughout the lifetime of the Framework Agreement.

61.5 Participating Organisations wishing to run a mini competition post award may wish to adjust the award criteria weightings by a maximum of plus or minus 10% and/or to introduce sub-criteria which derive from the Framework Agreement Award Criteria.

61.6 Participating Organisations will state any changes to the award criteria weightings when running a mini-competition.

**62. Electronic Auction**

62.1 Framework Provider(s) should be aware that an on-line Electronic Auction may be used in conjunction with collaborative and non-collaborative mini competitions, post award of the Agreement.

**63. Benefits Realisation**

63.1 The Client will identify, baseline, measure and report on savings made as a result of any new arrangements. The formulae to help calculate the benefits derived from the new framework will be agreed with the Framework.

**64. Price Review Intervals**

64.1 The Client requires that Framework Provider(s) to hold their prices firm for the time periods stipulated in the table at 64.3, after Contract Award.

64.2 The Client and the Framework Provider(s) will conduct price reviews in accordance with the process described in paragraph 65.

64.3 Subsequent price reviews will be conducted at intervals (“Price Review Intervals”) specific to their particular Lot during the term of the Agreement as contained within this table:

Lot Number	Lot Description	Price Review Intervals after Contract Award
1	All Fresh Food and Beverages	Month 6, 12 and 18
2, 3, 4, 5	Fresh and Frozen Meat, Pork Products and Poultry	Months 3, 6, 9, 12, 15, 18 and 21
6, 7, 8	Fresh and Prepared Fruit and vegetables	Months 3, 6, 9, 12, 15, 18 and 21
9	Fish	Months 6, 12 and 18
10	Milk and Dairy Products and Eggs	Months 3, 6, 9, 12, 15, 18 and 21
11	Milk	Months 3, 6, 9, 12, 15, 18 and 21
12	Dairy Products and Eggs	Months 6, 12 and 18
13	Bread and cakes	Months 6, 12 and 18
14	Chilled products	Months 6, 12 and 18

64.4 If Client decides to exercise its option to extend the Term of the Agreement, then Suppliers will re- submit their prices against Product Lists provided by the Client and those prices will be subject to price reviews at intervals in

accordance with those contained within paragraph 64.3 unless otherwise agreed with Client.

## **65. Price Review Process**

- 65.1 Forty Five (45) Calendar Days before the Price Review Interval, the Framework Provider must submit to the Client any proposals for the revision of its prices, whether these proposals are for an increase or decrease in price.
- 65.2 The Framework Provider must provide evidence from Retail Price Index (“RPI”) and/or any other objective, external source as may be reasonably required that demonstrate to Client that the amount of any price variation is justified and reasonable.
- 65.3 The Client will only consider any price variations that are greater or lower than 5% of the current price.
- 65.4 Revised prices will only be paid after the Framework Provider has received written confirmation from the Client that any proposed new prices have been accepted.
- 66.5 Variations in contract prices arising from taxation imposed by H.M. Government will be allowed immediately.
- 65.6 Framework Provider(s) will be required to submit an updated price schedule and an update to the Basware catalogue when any new prices have been accepted.

## **66. Invoicing**

- 66.1 Invoices may be paper based or electronic. The reduction of process costs through the use of appropriate technology is important. Participating Organisations will decide whether they wish to use online/electronic invoicing systems. Invoices must meet the authorisation and audit requirements of the Organisation.

As a minimum, invoices will provide:

- NPS Framework Agreement number
- Organisation’s Purchase Order number/reference
- Description of product / service supplied
- Unit of Issue
- Charging Unit
- Charging Quantity
- VAT
- Total charge including VAT

- Credit line for retrospective rebates where applicable
- 66.2 Itemised invoicing, showing the apportionment of costs incurred by specific cost centres shall be provided by the Framework Provider(s) if required by individual Participating Organisations.
- 66.3 All invoices must reference the delivery note(s) to which they refer.
- 66.4 Full discount rates, including Value Discounts (retrospective rebates) in the form of a credit line, shall be clearly shown on all invoices.
- 66.5 The Framework Provider(s) shall provide a breakdown of all costs as required by individual Participating Organisations.
- 66.6 The Framework Provider(s) will adopt alternative approaches to paying for Goods if better value for money can be demonstrated by new methods that are compatible with the Participating Organisation's systems, i.e. consolidated invoices.
- 66.7 A Participating Organisation may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.
- 66.8 Credit notes must be issued within five working days of an identified discrepancy.
- 66.9 Copy invoices shall be issued within five working days of a request being made.
- 66.10 The Framework Provider shall perform regular internal audits to check for duplicate charges and / or payments, and provide the Client and the User with a report of all items identified on a quarterly basis, arranging appropriate refunds to the User.

## **67 Payment Requirements**

- 67.1 Participating Organisations will determine their preferred payment method as part of the account opening / implementation procedure.
- 67.2 Some Participating Organisations making use of any contract awarded as a result of this tender may wish to use the Welsh Government ePayments Solution, Barclaycard Visa as the means of paying for goods and services.
- 67.3 Bidders must indicate if they are able to accept VISA and, if so, what level of VAT reporting capability (Summary or Line Item Detail) they have. Bidders who do not have Level 3 Summary / Line Item Detail reporting capability on Visa Card should indicate whether they are prepared to move to this level

within a period of three months if requested. The majority of Public sector organisations in Wales are currently using a Visa Card purchasing card.

- 67.4 Any Fees (merchant fees) associated with the use of the payment card are the responsibility of the framework Provider.
- 67.5 Bidders should note that both a general acceptance of Visa purchasing cards and the level of reporting capability will form part of the qualification criteria when bids are considered.
- 67.6 Some Participating Organisations may wish to make payment via consolidated invoicing, whereby the fees will be paid monthly in arrears on production of a valid invoice for the Services.
- 67.7 Framework Provider(s) invoices shall be itemised, and based entirely on the prices, rates and discounts contained in the tender. Invoices should clearly state the information captured at the time of booking.

## **68. E –Procurement Capability**

- 68.1 Framework Providers(s) will be required as necessary to trade with the Client and Participating Organisations that use the eTrading Wales Marketplace.
- 68.2 This system is managed by Basware (Participating Organisations may refer to the name “Procserve” who were acquired by Basware in April 2015).
- 68.3 Basware’s provide a secure network through which Buyers (Participating Organisations) and Framework Providers can transact electronically.
- 68.4 Participating Organisations will identify the options they require in Individual Customer Agreement(s). Details of the basic Requirements can be found in Annex G
- 68.5 Participating Organisation - NHS Requirements (NHS in Wales) does not currently use the Basware Market Place and instead host their catalogues within Oracle. As such the Participating Organisation - NHS requires the Framework Providers to work with them to build catalogues to integrate into their e-trading system. Please refer Annex G for further information.
- 68.6 Participating Organisations who do not utilise the Basware system -** Framework Providers must note that not all Participating Organisations utilise the Basware Market place and may be requested to host catalogues on other electronic systems. Framework Providers will need to comply with any such request.

## **Annexes**

- Annex A - Details of Participating Organisations
- Annex B - Nutritional Standards, Policies and Guidelines
- Annex C - Product Specific Criteria (including Nutrition and Sustainability)
- Annex D - Allergens, Additives and Preservatives
- Annex E - Packaging and Labelling
- Annex F - Details of Delivery Locations and Delivery Windows
- Annex G - E-trading

These Annexes can be found within the attachment section of the Bravo E-sourcing Portal.