

ESPO National Framework Agreement

449 STREET FOOD CONCEPTS

SECONDARY COMPETITION

APPENDIX A:

CALL OFF TERMS and CONDITIONS

APPENDIX 1 – SCHEDULE 1

CONDITIONS OF CONTRACT – CUSTOMER AND SUPPLIER

The End User Agreement Contract Terms comprise the contractual provisions which apply to the Agreement that is entered into between the Customer and the Supplier and which govern the provision of Services to the Customer.

THIS AGREEMENT is made on the _____ day of _____ 20

BETWEEN:

(1) [_____] of [_____]
("the Customer")

And

(2) [_____] whose registered office is at [_____]
("the Supplier")

WHEREAS:

- A. The Customer wishes to purchase a range of Street Food Concepts.
- B. The Supplier having been awarded Supplier status under a Framework Agreement with the Eastern Shires Purchasing Organisation will source and distribute a range of Street Food Concepts in accordance with his obligations to the Customer.
- C. ESPO established a Framework Agreement with distribution companies for the distribution of goods which are supplied by the Suppliers under the Framework Agreement. That distributor Framework Agreement will work alongside this 449 Framework Agreement. The Supplier has acknowledged and agreed in the Framework Agreement that Nominated Third Party Distributors may from time to time serve Orders on the Supplier on behalf of Customers who access the Framework Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 As used in this Agreement:
 - 1.1.1 the terms and expressions set out in the Definitions, Schedule 1 to this Appendix shall have the meanings ascribed therein;
 - 1.1.2 the masculine includes the feminine and the neuter; and
 - 1.1.3 the singular includes the plural and vice versa.
- 1.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
- 1.5 In the event and to the extent only of any conflict between the Clauses and the Schedules or the Order, the Clauses shall prevail.

2. SCOPE AND TERM

- 2.1 This Contract:
 - 2.1.1 Constitutes a Contract in accordance with the provisions of regulation 19 of the Public Contracts Regulations 2006.

- 2.1.2 Sets out the terms on which the Supplier will provide the Products and Services as ordered from time to time by the Customer.
- 2.1.3 Governs the overall relationship of the parties with respect to the sourcing and distribution of a range of Street Food Concepts as identified in the Specification and any order placed by the Customer with the Supplier. The Supplier shall supply Products and Services in accordance in all respects with the terms of this Contract.
- 2.1.4 The Contract shall commence on the Commencement Date 15th February 2015 and shall continue in force for the Term unless extended in accordance with 2.1.6 or terminated in accordance with the provisions of this Contract.
- 2.1.5 For the avoidance of doubt the initial term is for 3 Years with effect from the Commencement Date.
- 2.1.6 The Customer may at its discretion and by written agreement with the Supplier extend the Contract Term for a period or periods totalling up to a maximum of 24 months.
- 2.1.7 The Supplier acknowledges and agrees that a Nominated Third Party Distributor may at any time during the Term submit orders and/or arrange for payment of the Suppliers invoice(s) on behalf of the Customer.

3. DUE DILIGENCE

3.1 The Supplier acknowledges that:

- 3.1.1 It has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by the Customer.
- 3.1.2 Has raised all relevant due diligence questions with the Customer before the commencement of this Contract.
- 3.1.3 The Supplier is deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the pricing structure offered by the Supplier in its Tender which shall (except as stated in this Contract) cover all the Supplier's obligations under this Contract and is deemed to have obtained for itself all necessary information which might influence the Supplier's Tender.

4. IMPLEMENTATION PLAN

- 4.1 The Supplier shall provide the Products and Services in accordance with any Implementation Plan that may be agreed with the Customer.
- 4.2 The Supplier shall deliver a draft Implementation Plan to the Customer on or before the Commencement Date for the delivery of Products and Services for the duration of the Framework Term to the Customer. The draft Implementation Plan shall be sufficiently detailed as is necessary to manage the implementation of the Products and Services effectively. Once agreed with the Customer, the Supplier shall monitor its performance jointly with the Customer against the Implementation Plan.
- 4.3 All changes to the Implementation Plan shall be evidenced by prior agreement of the Customer in writing and signed by the Customer and the Supplier.

5. SUPPLIERS OBLIGATIONS

- 5.1 The Supplier shall supply the Products and Services in accordance in all respects with the terms of this Contract and the terms and conditions of the relevant order. The Supplier shall perform the Service in a conscientious and timely manner in accordance with the Framework standards or as reasonably required by the Customer.
- 5.2 For the avoidance of doubt the Customer shall not be responsible for any Products and Services that are delivered by the Supplier and are not the subject of a valid order.
- 5.3 For the avoidance of doubt any terms that the Supplier may seek to impose and which in any way vary or the terms of this Contract shall be excluded and not form part of the order.

- 5.4 The Products and Services to be supplied under the order shall be delivered to the place specified in the order, in such quantities or numbers and at such times as the Customer shall specify from time to time in the order and in accordance with the terms of the order. Where the order identifies that delivery will be in accordance with an Implementation Plan, the Implementation Plan will be agreed between the Customer and the Supplier unless otherwise agreed in writing by the Customer, time for delivery of the Products and Services shall be of the essence.
- 5.5 Risk in the Products shall pass to the Customer when the Products have been delivered satisfactorily as specified in the Order and ownership and passing of title in the Products shall without prejudice to any other rights or remedies of the Customer pass to the Customer upon payment by the Customer of the Charges.
- 5.6 The Supplier shall ensure that the Products and Services meet the requirements of the specification and where the purpose for which they are required is indicated in the order, either expressly or by implication, be fit for that particular purpose.
- 5.7 The Supplier warrants to its best endeavours that the Products and Services supplied under the order shall comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the Products and Services are supplied.
- 5.8 All Products and Services shall comply with the appropriate specification or code of practice of the British Standard Institution or any European equivalent if there is a specification or code current for the Services during the Contract Period.
- 5.9 The Supplier shall use its reasonable endeavours to provide the Products and Services in a manner such that they have the least practicable harmful impact on the environment.
- 5.10 The Supplier shall be deemed to have satisfied itself as to the sufficiency and correctness of the Pricing Schedule. Unless otherwise expressly stated in the order the Pricing Schedule shall cover all the Supplier's obligations and everything necessary for the supply of the Products and Services under the order.
- 5.11 Unless otherwise expressly stated in the Contract or the order no claim by the Supplier will be allowed for any addition to the charges specified in the Pricing Schedule on the grounds of any matter relating to any document forming part of the Contract or the order or any ambiguity or discrepancy therein on which an experienced Supplier could have satisfied himself by reference to the Customer or any other appropriate means.
- 5.12 The Supplier shall provide management information to each Customer on a monthly basis to show product sales by volume and invoice value, number of deliveries made, service levels, and a register of complaints including remedial action taken.

6. CUSTOMERS OBLIGATIONS

- 6.1 The Customer shall select a Supplier for orders in accordance with the criteria outlined in Schedule 3 of the Framework Agreement.
- 6.2 The Customer will endeavour to have their order annotated with the relevant Framework Agreement reference number, but this cannot be guaranteed on all orders.
- 6.3 The Customer shall respond to any reasonable request for information from the Supplier.
- 6.4 The Customer shall ensure that all orders are awarded in accordance with the provisions of the Framework Agreement.
- 6.5 The Customer will assign an Authorised Officer who will interface with the Supplier's Contract Manager, to ensure both parties use reasonable endeavours to meet the milestones determined in the Implementation Plan where such a plan is appropriate.

7. SERVICE LEVELS

7.1 The Supplier shall provide the Products and Services to meet or exceed the Service Levels/KPI's contained in the Specification and the Service Level Agreement in Schedule III to Appendix A. (End User Customer Agreement)

8. DEFAULT BY THE SUPPLIER IN THEIR PERFORMANCE OF THE SERVICE

8.1 The Supplier shall respond promptly to all complaints, oversights and omissions and shall immediately make good any Default on its part at its own expense.

8.2 Where Products and Services are required and subject to an Order under the Contract and the Supplier fails to provide such Products and Services or any element thereof in accordance with the Contract, or in the event of breach or Default by the Supplier, the Customer may take whatever actions it reasonably considers necessary or appropriate to effect a suitable remedy which may include (but not be limited to) the Customer terminating part or all of the Contract or the Customer terminating part or all of this Contract or obtaining substituted provision of the Products and Services to be supplied. This shall be without prejudice to any other remedy for breach of this Contract and shall be in addition to and without prejudice to the provisions in Clause 22 (Termination)

8.3 In taking such above mentioned remedial actions the Customer shall be entitled to claim from the Supplier any reasonable and demonstrable excess of costs so incurred by the Customer over the fees due in accordance with this Contract together with all associated costs, charges and expenses as direct losses (including professional fees and VAT). Such amount shall be due as a debt from the Supplier to the Customer and payable within 28 days of demand.

9. SERVICE PROVISION

9.1 The Supplier shall provide the Products and Services identified on the order and in accordance with the Service Level Agreement in Schedule III to the End User (Customer) Agreement (Service Level Agreement) the charges in respect of such services shall be as detailed in the Pricing Schedule of the Framework Agreement or the current pricing schedule issued by ESPO.

9.2 Without prejudice to any other remedies available, if the Supplier fails to provide the Products and Services in accordance with the Specification and the Service levels and/or KPI's are not met then the Customer shall be entitled to request a meeting with the Supplier to discuss their proposed remedial action and how it will be implemented. Failure of the Supplier to attend such a meeting or in the event their remedial action is unacceptable to the Customer then the Customer shall have the right to serve notice in line with Clause 22.

10. CHARGES

10.1 In consideration of the supply of the Products and Services in accordance with the terms of the Framework Agreement, and the order, the Customer shall pay the charges calculated in accordance with the Pricing Schedule of the Contract and published from time to time by ESPO / the Customer therein and in accordance with the invoicing procedure and payment profile specified in Appendix A Schedule II.

10.2 Payment shall be made within thirty (30) days of receipt by the Customer (at its nominated address for invoices) of a valid invoice, in accordance with the provisions of Appendix A Schedule II from the Supplier. The Supplier shall not suspend the supply of the Products and / or Services.

10.3 The charges are exclusive of Value Added Tax. The Customer shall pay the Value Added Tax on the charges at the rate and in the manner prescribed by law from time to time.

10.4 The Supplier shall indemnify the Customer on a continuing basis against any liability, including interest, penalties or costs incurred which is levied, demanded or assessed

on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

- 10.5 The Supplier shall not suspend the supply of the products or Services unless the Supplier is entitled to terminate this Contract under Clause 22 (Termination) for failure to pay undisputed sums of money.

11. RECOVERY OF SUMS DUE

- 11.1 If any sum of money shall be due from the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Contract or any other agreement with the Customer.

12. MONITORING AND REPORTING

- 12.1 The Supplier shall:

12.1.1 appropriately manage the provision of Products and Services that it provides under this Agreement.

12.1.2 be required to provide the Customer such management information as it reasonably requires including but not limited to the information identified in the Framework Agreement and the KPI's identified in the requirement.

12.1.3 provide the Customer with the names and addresses and contact names of its key Suppliers and also inform the Customer of the extent to which the key suppliers are involved in the Supplier's provision of the Products and Services. The Supplier shall keep such information up to date at all times.

12.1.4 on reasonable notice grant to the Customer external and internal auditors and its authorised agents access to any relevant data or documentation relating to the Framework Agreement and order and the supply of Products and Services for the purpose of carrying out an audit such audit may include an audit of the Supplier's supply chain.

12.1.5 ensure that all suppliers within its supply chain allow the Customer to undertake an audit in accordance with this monitoring and reporting clause.

- 12.2 The Supplier's Contract Manager shall meet regularly with the Customer's authorised officer to discuss the Products and Services being provided and to ensure that any milestones in the implementation plan are being met.

- 12.3 The Customer shall have the right to visit or authorise an agent to visit the Supplier's site (s) upon reasonable prior notice to undertake a site audit and spot check deliveries at the time of the delivery, to ensure there is full compliance with the Specification for the Products being supplied.

- 12.4 If so required by the Customer during the Contract Term the Customer or the Customer's authorised agents may request the Supplier to provide evidence (including the relevant test results) to the Customer or its authorised agents acting on the Customer's behalf that products analysis are carried out to verify such matters including the species, product origin, verification of ingredients species identification or such other product analysis as may be reasonably required by the Customer.

- 12.5 As part of Contract monitoring the Customer will or the Customer's authorised agent will on the Customer's behalf from time to time commission routine product analysis (which will be carried out by a UKAS accredited laboratory) to such matters including the species, product origin, verification of ingredients species identification or such other product analysis as may be reasonably required by the Customer and the test results will be shared with the Supplier. In the event that the analysis shows the Product does not comply with the Specification and all relevant UK legislation the Customer shall have the right to commission additional reasonable product analysis at the Supplier's cost.

- 12.6 Throughout the Contract Term the Supplier shall in consultation with the Customer make arrangements to secure continuous improvements to the way Products and Services are provided having regard to a combination of economy, efficiency and effectiveness.
- 12.7 The Supplier agrees that the Customer may provide ERG (formally OGC) with information relating to the Products and Services procured and any payment made under this Contract.
- 12.8 The Customer may make changes to the Management Information which a Supplier is required to provide, but shall give the Supplier at least one months' notice in writing of any such changes.

13. SUPPLIERS PERSONNEL

- 13.1 The Supplier shall select, employ, train, furnish and deploy in and about the performance of the services only such persons as are of good character and who are appropriately skilled and experienced.
- 13.2 The Supplier and the Supplier's sub-contractors, staff and agents shall comply with all reasonable requirements of the Customer at the Customer's establishments.
- 13.3 The Supplier shall use reasonable endeavours to ensure that its sub-contractors are subject to the provisions of Clauses 13.1 and 13.2 above.
- 13.4 The Supplier, its agents, sub-contractors and Suppliers shall employ sufficient staff to ensure that the services are provided at all times and in accordance with the Contract. Without prejudice to the generality of this obligation, it shall be the duty of the Supplier to ensure that a sufficient reserve of staff is available to supply the services in accordance with the Contract during staff holidays or absence through sickness or any other cause.
- 13.5 The Customer, acting reasonably, shall have the right to refuse access to the premises at any time to any employee of the Supplier, its agents, sub-contractors or Suppliers. The exercise of this right shall not diminish the Supplier's obligation of performance arising under the Contract.

14. CONTACT WITH CHILDREN AND VULNERABLE ADULTS

- 14.1.1 Where the provision of the Products and Services requires any of the Supplier's employees, volunteers to work in a Regulated Activity with children, the Supplier will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check of the Children's barred List relating to the protection of children.
- 14.1.2 The Supplier will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers.
- 14.1.3 The Supplier will ensure that all enhanced checks for a regulated activity including the appropriate barred list check or checks are renewed every three years.
- 14.1.4 The Supplier will not employ any person or continue to employ any person to provide the Services who appears unsuitable as a result of information received from the checks, and will notify the Customer immediately of any decision to employ such a person in any role connected with this Contract or any other Contract, agreement or arrangement with the Customer.

15. PERFORMANCE REVIEW AND MANAGEMENT INFORMATION

- 15.1 The Supplier shall appropriately manage the supply of Products and Services it provides under all Orders, and is required to provide to the Customer accurate and up

to date management information as detailed in the Specification in relation to this Contract at the required frequency throughout the Contract Term.

- 15.2 Throughout the Contract Term the Supplier shall in consultation with the Customer make arrangements to secure continuous improvements to the way Products and Services are provided having regard to a combination of economy, efficiency and effectiveness.
- 15.3 The Supplier shall comply with the monitoring arrangements as set out in the specification including but not limited to providing such data and information as the Supplier may be required to produce under this Contract at no cost to the Customer.
- 15.4 The Supplier shall hold performance review meetings in accordance with the Specification in respect of the Contract at the required frequency throughout the Contract Term.

16. PRODUCT SPECIFICATION APPLICABLE TO ALL LOTS; all successful Suppliers will be required to comply with the following:

- 16.1 The Supplier ensure all products comply with the appropriate specification(s) and / or code of practice of the British Standard Institution (or any European equivalent during the Framework term) or other industry standards as may be reasonably be required by ESPO or the Customer.
- 16.2 The Supplier shall demonstrate legal compliance at all times in terms on hygiene, safety, sourcing, manufacturing, composition, storage and distribution processes or other criteria as may be reasonably be required by ESPO or the Customer to ensure all products comply with food standards and food safety legislation.
- 16.2.1 The Supplier must be able to provide products that conform to all Government Buying Standards (UK) in force at the time see www.defra.gov.uk/sustainable/government/advice. The Government Buying Standards for Food set out recommendations for public bodies in respect of food procurement. The standards cover: sustainability (in respect of all aspects of food production and supply); animal welfare; ethical trading; use of organic production methods; environmental standards and nutritional standards. These standards (as reviewed and revised periodically) shall apply in respect of all products supplied and activities carried out under the Framework. The criteria agreed by central Government Departments, along with further information and guidance can be found on the Defra Sustainable Development Website <http://sd.defra.gov.uk/advice/public/buying/products/food/>
- 16.2.2 The Supplier shall ensure that business operations conform to Good Industry Practice and that products comply with the appropriate specifications in respect of origin, traceability, animal welfare, ethical sourcing, environmental protection or other industry standards as may be reasonably be required by ESPO or the Customer for example, but not limited to those supported by the Agriculture and Horticulture Development Board (www.ahdb.org.uk) and Campden BRI Food and Drink Research Services (www.campdenbri.co.uk) It is anticipated that the Supplier will have a formally documented policy to support products that conform to standards of provenance e.g. Fairtrade (or equivalent) that verify standards of good agricultural practice supporting longer term sustainability.
- 16.2.3 The Supplier shall have a food safety management system, which is based on the principles of Codex Alimentarius Hazard Analysis Critical Control Point (HACCP) to establish documentation concerning all which shall be documented, maintained, implemented and continually improved. The system will have a scope appropriate to the range of business activities to be covered, including documented procedures or specific reference to them and describing the interaction of the related processes.

- 16.2.4 The Supplier shall have a clear, concise and documented food safety policy statement and objectives that specifies the extent of the organisation's commitment to meet the safety, legality and quality needs of its products.
- 16.2.5 The Supplier shall ensure that comprehensive records are maintained in accordance with the food safety management system and specifically in respect of the records required in accordance with the HACCP assessment.
- 16.2.6 The Supplier shall have an internal audit system in place in relation to all systems and procedures, which are critical to product safety, legality and quality.
- 16.2.7 The Supplier shall ensure that all procedures for the determination and implementation of corrective action in the event of any non-conformance relating to product safety, legality and quality are prepared and documented.
- 16.2.8 The Supplier shall ensure that comprehensive specifications are maintained, authorised and regularly reviewed. The Supplier must be able to provide a full product specification, upon reasonable request by ESPO or the Customer that provides a full declaration of contents, composition and nutritional data. The Supplier must be able to demonstrate a system whereby this data is kept current and can be supplied within reasonable timescales (typically within 48 hours of request).
- 16.2.9 The Supplier shall operate procedures for the selection, approval and continued monitoring of its suppliers, which are critical to product safety, legality and quality.
- 16.2.10 The Supplier shall maintain procedures and systems for the control of purchasing and any contracted services, which are critical to product safety, legality and quality.
- 16.2.11 The Supplier shall maintain appropriate procedures and systems to ensure the identification, at any stage of processing or production and any out sourced product, ingredient or service.
- 16.2.12 The Supplier shall maintain and implement effective incident management procedures for product withdrawal and recall. The procedure shall be regularly tested to ensure its effectiveness and a record of the test and any necessary corrective action retained.
- 16.2.13 The Supplier shall develop, maintain and implement an effective system, for the management of product complaints to ensure that any product withdrawn or recalled is either suitably disposed of so as to ensure it cannot re-enter the food chain or is suitably treated or reworked to ensure it complies with food safety requirements.
- 16.2.14 The Supplier shall develop, maintain and implement an effective system, for the management of service complaints including corrective actions.
- 16.2.15 The Supplier shall maintain a sampling plan to ensure that product and ingredient analysis critical to the confirmation of product safety, legality and quality is undertaken. The analysis shall conform to recognised standards and shall be undertaken by a laboratory that has gained and maintained recognised laboratory accreditation, e.g. UKAS.
- 16.2.16 The Supplier shall ensure appropriate controls are put in place to eliminate or minimise the risk of metal or other physical contamination (for example stones from the field, stalks, and insects). The Supplier shall identify the need for metal or other detection equipment as part of their HACCP assessment. The HACCP assessment shall identify those steps or stages which are critical and establish critical limits for detection having regard to the nature of the food and the process.
- 16.2.17 To support Customer choice and contract monitoring the Supplier must endeavour to ensure that all goods are labelled in accordance with EU and UK legislation including details of species, product origin, nutritional values, allergens, or such other such product composition information as may reasonably be required by ESPO or the Customer. Whilst acknowledging the 0.9% limit for accidental or

unavoidable contamination, foodstuffs that by regulation require the words 'Genetically Modified' to be included on the label should not be delivered under this Agreement where specifically requested by the Customer.

- 16.2.18 Where products and services are provided to schools or education establishments in England (where products are supplied to schools in Scotland, Wales and N. Ireland, that products should be in line with their particular school food standards). The Supplier must supply products which comply with, and support schools to meet, the school food legislation applying to school food provision, or Voluntary Food and Drink Guidelines for Early Years Settings in England (as appropriate). Further details and guidance on good practice are available from the Children's Food Trust website: www.childrensfoodtrust.org.uk/learningnetwork
- 16.2.19 Where products and services are provided to Social Care establishments the Supplier must support the Customer to meet the standards applying to food provision as published by NACC (National Association of Care Catering) www.thenacc.co.uk Nutritional Recommendations for Traditional Non-Therapeutic Meals.
- 16.2.20 The Supplier shall supply products which comply with and support the Customer to meet the Department of Health Public Health Responsibility Deal <https://responsibilitydeal.dh.gov.uk> targets where appropriate, for instance providing products that satisfy salt reduction targets, trans fat reduction targets, and information on calorie content.
- 16.2.21 The Supplier must endeavour to ensure all goods are packed and wrapped sufficiently well to protect the goods from damage and contamination during storage and delivery. The Supplier shall where reasonably practicable ensure that all packaging is as environmentally friendly as possible and is capable of being recycled or is biodegradable where this does not compromise food safety.
- 16.2.22 It is anticipated that the successful Supplier(s) will have a range of products available to offer variety that is appealing in taste, avoids menu fatigue and responds to changes in food trends (for example Organic). Customers accessing this Framework include those in education, non education, the workplace, corporate, hospitality, leisure and healthcare and the products supplied must meet a range of expectations. Tenderers should indicate the products proposed for supply and the delivered prices that will apply at Appendix 5 and include a full electronic Brochure tendered price.
- 16.2.23 It is anticipated that the successful Supplier(s) can also offer products suitable for Halal, Kosher or other cultural diets. It is not mandatory to be able to supply the products referred to, but Tenderers should state clearly in their submission if they can offer suitable products.

17. CONTRACT PRICING AND VARIATION PRICING

- 17.1 The Supplier hereby acknowledges and agrees as follows:
- 17.1.1 The basis of the Contract shall be the tendered price calculated to cover all expenses and profit incurred by the Supplier in the procurement and distribution of the goods.
- 17.1.2 Proposed alterations to prices shall be submitted to ESPO/the Customer for approval not less than 6 weeks (42 days) in advance of the effective date. Price alterations will be subject to negotiation. No price increases will be considered or accepted unless accompanied by written request incorporating tangible justification and evidence.
- 17.2 Delivered prices must not be increased for the initial 4 months of the Contract.
- 17.3 Price decreases derived from market forces will be passed onto the Customer at the earliest practicable opportunity.

- 17.4 Price variations will be limited to a maximum value not exceeding the Retail Price Index as published by the Office of National Statistics or another such index specified. In the event that the Supplier submits a request for a price increase which is above the RPI, then ESPO / the Customer shall have the sole discretion to agree to a price increase above RPI or to re-engage the market.
- 17.5 The Supplier will be required to provide facilities for the Customer to inspect invoices and/or accounts (including credit notes) from the Suppliers sources of supply during the period of the Contract.
- 17.6 The Supplier acknowledges and agrees that the pan government collaborative procurement agenda encourages sharing of information and best practice between local authorities and across the wider public sector. The Contract performance will be robustly benchmarked on a regular basis. In the event that the exercise reveals Contract prices to be uncompetitive in comparison to other Public Sector Contracts the Supplier acknowledges that this Contract may be subject to further market engagement earlier than anticipated and that no action for loss of opportunity or profit shall lie against ESPO and /or the Customer in those circumstances.

18. PAYMENT TO SUPPLIER

- 18.1 The Charges made in respect of Products and Services supplied under this Contract shall be in accordance with those set out in the Pricing Schedule.
- 18.2 No additional payment will be made to the Supplier other than those provided for in the Pricing Schedule.
- 18.3 Unless otherwise agreed in writing between the parties, in consideration of the Suppliers performance of their obligations under the Contract the Customer shall pay the Charges for Products and Services received within 30 days unless specified otherwise following the receipt of a valid and undisputed invoice. The Supplier shall not at any time suspend the supply of the Goods or Services.
- 18.4 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Products and Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
- 18.5 The Supplier shall add VAT to the Charges at the prevailing rate as applicable.
- 18.6 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.
- 18.7 For the avoidance of doubt ESPO shall accept no responsibility or liability for any late or delayed payment by the Customer or a Nominated Third Party Distributor acting on the Customer's behalf of the Suppliers invoices.

19. WARRANTIES AND REPRESENTATIONS

- 19.1 The Supplier warrants and represents that:
- 19.1.1 From the commencement date and throughout the Contract the Products and Services shall be supplied in accordance with the requirements of the Specification and Tender.
- 19.1.2 The Products and Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- 19.1.3 The Supplier shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to the good industry practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures.

20. INSURANCE AND INDEMNITY

- 20.1 The Supplier shall indemnify and keep indemnified the Customer against all losses damages, costs, charges or expenses at any time incurred or suffered by the Customer and arising directly from any breach by the Supplier of this Contract or any of its obligations to the Customer or from any negligence, negligent act, negligent omission default or breach of Contract on the part of the Supplier or its employees and provided always that the Suppliers liability is to indemnify the Customer shall be reduced proportionately to the extent that an act or omission of the Customer, their servants or officers may have contributed to the said death, loss, injury or damage.
- 20.2 The Supplier shall effect and maintain at all times during the continuance of this Contract and for 12 months thereafter (or longer period as depending on the basis of claims covered by the insurance will effect cover for the limitation period applicable to the relevant claim;
- 20.2.1 Public Liability insurance in the minimum sum of £10 million pounds.
- 20.2.2 Employers Liability insurance of not less than £10 million pounds.
- 20.2.3 Product Liability insurance of not less than £5 million pounds.
- 20.2.4 The level of insurance cover stipulated for Public liability and Employers liability shall be in respect of one claim and without limit in respect of the number of claims made in any 12 month period of insurance.
- 20.3 The insurance cover must be evidenced upon any reasonable demand to do so by the Customer.
- 20.4 Neither party shall do anything or omit from doing anything which might render any of the forgoing insurance policies void or voidable.
- 20.5 Notwithstanding anything to the contrary in this Contract nothing in the Contract shall exclude restrict, or limit either party's liability for death or personal injury resulting from negligence.
- 20.6 Notwithstanding clause 20.1 the parties liability to each other under or in connection with this Contract whether arising under Contract, tort, negligence, breach of statutory duty or otherwise shall be the levels of cover specified in clause 20.2 where a claim falls within the Suppliers insurance policy, or where a claim is not required to be covered by an insurance policy, £1 million pounds per claim and without limit in respect of the number of claims made.
- 20.7 Neither party shall other than as a consequence of fraud or wilful default by that party be liable for any claim by the other party for loss of profit or revenue, consequential, economic or indirect loss.
- 20.8 All warranties, representations, guarantees, conditions and terms other than those expressly set out in this Contract whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

21. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 21.1 The Supplier shall fully indemnify and hold the Customer harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of confidential information by the use of the Services or any part thereof provided by the Supplier to the Customer under the Contract subject to:
- 21.1.1 the Customer promptly notifying the Supplier of any alleged infringement and, subject to sub-clause 21.1.3 below, allowing the Supplier at their own expense to conduct all negotiations for settlement or litigation;

- 21.1.2 the Customer making no admission without the Supplier's written consent unless and until the Supplier shall have failed to take over the conduct of the negotiations or litigation;
- 21.1.3 the conduct by the Supplier of such negotiations or litigation shall be conditional upon the Supplier having given the Customer such reasonable security as the Customer may require for the compensation, damages, costs and expenses for which the Customer may become liable. The Customer at the Supplier's expense shall give the Supplier all available assistance.
- 21.2 If the Services or any part thereof becomes, or in the Supplier's reasonable opinion is likely to become, subject to any such action for infringement then, in addition to the indemnity under sub-clause 21.1 above, the Supplier shall at its own expense negotiate to obtain the right for the Customer to continue to use the infringing items, if necessary by replacing, remove or modifying them, but without reducing their quality or ability to meet the Customer's requirements as specified by the Contract.
- 21.3 The Supplier shall indemnify the Customer against all losses, costs, damages and expenses whatsoever during the period that the Customer is deprived of Services by reason of such negotiations, replacements or modifications the outcome of which will be confirmed by the issue of a Change Request which shall not entitle the Supplier to any addition to the charges or any extension of the order lead time.
- 21.4 The Supplier shall not be liable under sub-clause 21.1.1 and 21.1.2 above for any such infringement or alleged infringement which arises as a result of any use of the Services for a purpose or in a manner different to that specified in or reasonable inferred from the Contract.

22. TERMINATION

- 22.1 By the Customer
- 22.2 The Customer may at any time by notice in writing terminate this Contract as from the date of service of such notice if;
- 22.2.1 There is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Supplier or its Parent Company; or
- 22.2.2 The Supplier, being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or
- 22.2.3 The Supplier, being a company, passes a resolution, or the Court makes an order that the Supplier or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Supplier or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up

order, or the Supplier or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

- 22.3 The Customer may at any time by notice in writing terminate this Contract forthwith, if the Supplier is in Default of any obligation under this Contract and:
- 22.3.1 The Default is capable of remedy and the Supplier shall have failed to remedy the Default within thirty (30) days of written notice to the Supplier specifying the Default and requiring its remedy; or
- 22.3.2 The Default is not capable of remedy.
- 22.4 The Customer may terminate the agreement and any Orders by serving notice on the Supplier in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer), there is a material detrimental change in the financial standing and/ or the rating of the Supplier (the minimum level of which is specified at page 25 (Qualifying Criteria-Financial standing) which:
- 22.4.1 Adversely impacts on the Suppliers ability to supply Goods under this Contract; or
- 22.4.2 Could reasonably be expected to have an adverse impact on the Supplier's ability to supply Goods under this Contract.
- 22.5 Termination in accordance with this Clause 22 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party including in respect of an order issued by a Customer.
- 22.6 The Supplier shall continue to fulfil such orders that may be outstanding or that it may receive in accordance with the Framework up to the date of termination.
- 22.7 Upon termination the Contracts for the provision of Products and services under an order issued by a Customer shall continue in full force and effect until the Term of that order expires.
- 22.8 In the event of any termination of this Contract whether under this Clause 22 or otherwise, and without prejudice to any other rights (including the right to recover damages) that may accrue to the benefit of the Customer under this Contract or otherwise, the Customer shall be entitled to a refund of any charges paid by the Customer in respect of any services which have not been performed by the Supplier in accordance with the terms of this Contract.

23. CONFIDENTIALITY

- 23.1 Each Party:
- 23.1.1 Shall treat all confidential information belonging to the other party as confidential and safeguard it accordingly; and
- 23.1.2 Shall not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of this Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.
- 23.2 The Supplier shall take all necessary precautions to ensure that all confidential information obtained from the Customer under or in connection with this Contract:
- 23.2.1 Is given only to such of its staff, sub-contractors and agents engaged in connection with this Contract and only to the extent necessary for the performance of this Contract;
- 23.3 Is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of this Contract.

- 23.4 Where it is considered necessary in the opinion of the Customer, the Supplier shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with this Contract. The Supplier shall ensure that its staff, sub-contractors and agents are aware of the Supplier's confidentiality obligations under this Contract.
- 23.5 The Supplier shall not use any confidential information it receives from the Customer otherwise than for the purposes of this Contract.
- 23.6 The provisions of Clauses 23.1 to 23.4 shall not apply to any confidential information received by one party from the other:-
- 23.6.1 Which is or becomes public knowledge (otherwise than by breach of this Clause);
 - 23.6.2 Which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
 - 23.6.3 Which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 23.6.4 Is independently developed without access to the confidential information; or
 - 23.6.5 Which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to Clause 25.
- 23.7 Nothing in this Clause shall prevent the Customer from:
- 23.7.1 Disclosing any confidential information for the purpose of the examination, audit and certification of the Customer's accounts.
 - 23.7.2 Disclosing any confidential information obtained from the Supplier to any person engaged in providing any services to the Customer for any purpose relating to or ancillary to this Contract;
 - 23.7.3 Provided that in disclosing information under 23.7.2 the Customer discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.
- 23.8 The Supplier shall not without the prior written consent of the Customer divulge the existence of this Contract or any order or disclose any information relating to or contained in this Contract to any person who is not engaged in the performance of this Contract.
- 23.9 In the event that the Supplier fails to comply with this Clause 23, the Customer reserves the right to terminate this Contract by notice in writing with immediate effect.
- 23.10 The provisions of this Clause 23 shall apply notwithstanding termination of this Contract.

24. DATA PROTECTION ACT 1998

- 24.1 The Supplier shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.
- 24.2 The Supplier shall not disclose Personal Data to any third parties other than:
- 24.2.1 To staff, sub-contractors and agents to whom such disclosure is reasonably necessary in order to perform this Contract; or
 - 24.2.2 To the extent required under a court order provided that disclosure under clause 24.2.1 is made with the approval of the Customer and subject to written terms no less stringent than the terms contained in this Clause and that the Supplier shall give notice in writing to the Customer of any disclosure under clause 24.2 immediately it is aware of such a requirement.

- 24.3 The Supplier shall indemnify and keep indemnified the Customer against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this clause by the Supplier and/or any act or omission of any staff, sub-contractor or agent.
- 24.4 The Supplier is required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998.
- 24.5 In this clause "Personal Data" means personal data as defined in the Data Protection Act 1998 which is supplied to the Supplier by ESPO/ the Customer or obtained by the Supplier in the course of performing this Contract.

25. FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)

- 25.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Customer (at the Supplier's expense) to enable the Customer to comply with these information disclosure requirements.
- 25.2 The Supplier shall and shall procure that its sub-contractors shall;
- 25.2.1 transfer any request for information to the Customer as soon as practicable after receipt and in any event within two working days of receiving a request for information; and
- 25.2.2 provide the Customer with a copy of all information in its possession or power in the form that the Customer requires within seven working days (or such other period as the Customer may specify) of requesting the information; and
- 25.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 25.3 The Customer shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other information;
- 25.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and
- 25.3.2 is to be disclosed in response to a request for information and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Customer.
- 25.4 The Supplier acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information;
- 25.4.1 without consulting the Supplier; or
- 25.4.2 following consultation with the Supplier and having taken its views into account.
- 25.5 The Supplier shall ensure that all information produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- 25.6 The Supplier acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Customer may nevertheless be obliged to disclose Confidential Information in accordance with Clause 25.

26. SOCIAL RESPONSIBILITY

- 26.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 26.2 The Supplier shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any such persons involved in, or receiving goods or services from, the performance of the Contract and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to health and safety of persons and any amendment or re-enactment thereof.
- 26.3 All Suppliers supplying Products and Services should ensure that all employees of the Supplier are eligible to work in the UK.
- 26.4 The Customer shall be entitled at the Customer's expense to inspect such books, accounts and records belonging to the Supplier as are necessary to demonstrate compliance with clauses 26.1 26.2 26.3 26.4 above.
- 26.5 The cost to the Supplier of complying with this Clause 26 shall be included in the Charges.

27. RECORDS AND AUDIT PROCESS

- 27.1 The Supplier shall keep and maintain until seven (7) Years after the date of termination or expiry (whichever is the earlier) of this Contract (or such other longer periods as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Goods and/or Services provided under it, the orders entered into with Customers and the amounts paid by each Customer.
- 27.2 The Supplier shall keep the records and accounts referred to in Clause 27.1 above in accordance with Good Industry Practice.
- 27.3 The Supplier shall afford ESPO (or relevant Customer) and/or ESPO's representatives ('Auditors') access to the records and accounts referred to in Clause 27.1 at the Supplier's premises and/or provide copies of such records and accounts, as may be required by ESPO (or relevant Customer) from time to time, in order that ESPO (or relevant Customer) may carry out an inspection including for the following purposes:
- 27.3.1 To verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Contract) and/or the costs of the Supplier (including Sub-Contractors).
- 27.3.2 To review any books of accounts kept by the Supplier in connection with the provision of the Goods and/or Services; and/or.
- 27.3.3 To ensure that the Supplier is complying with its obligations under this Framework Agreement and any order.
- 27.4 Each such inspection shall be an 'Audit'.
- 27.5 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) on request during the Term and for a period of seven (7) years after expiry of the Term to ESPO (or relevant Customer) and its internal and external auditors.
- 27.6 ESPO shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services pursuant to the orders.

- 27.7 Subject to ESPO's (or relevant Customer's) obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including: all information requested by the Auditor within the scope of the Audit; reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods and/or Services (and/or ordered Goods and/or Services as appropriate); and access to the Supplier's Staff.
- 27.8 If an Audit reveals that the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Retrospective Rebate due then the Supplier shall reimburse ESPO/ the Customer its reasonable costs incurred in relation to the Audit.
- 27.9 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the Audit reveals a material default by the Supplier in which case the Supplier shall reimburse ESPO/ the Customer for ESPO's / the Customer's reasonable costs incurred in relation to the Audit.

28. ANTI-CORRUPTION

- 28.1 The Customer may terminate this Contract and recover all its loss from the Supplier if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following things:
- 28.1.1 offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other ESPO/ Customer Contract (even if the Supplier does not know what has been done); or
- 28.1.2 commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
- 28.1.3 commit any fraud in connection with this or any other ESPO/ Customer Contract whether alone or in conjunction with contractors or employees.
- 28.2 Any clause limiting the Supplier's liability shall not apply to this clause.

29. FORCE MAJEURE

- 29.1 For the purposes of this Contract the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 29.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 29.3 If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 29.4 It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under this Contract which results from any failure or delay in the performance of its obligations by any person, firm or company with

which the Supplier shall have entered into any Contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.

29.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

30. TRANSFER AND SUBCONTRACTING

30.1 This Contract is personal to the Supplier. The Supplier shall not assign, novate, sub-contract or otherwise dispose of this Contract or any part thereof without the prior consent in writing of the Customer.

30.2 Notwithstanding any sub-contracting permitted hereunder, the Supplier shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

31. HEALTH AND SAFETY / FOOD SAFETY

31.1 The Supplier shall promptly notify ESPO and the Customer of any health and safety hazards and/ or food safety hazards which may arise in connection with the performance of its obligations under this Agreement. The Customer shall promptly notify the Supplier and ESPO of any health and safety hazards and /or food safety which may exist or arise and which may affect the Supplier in the performance of its obligations under this Agreement.

31.2 The Supplier shall have a Health and Safety Management System for the transportation of products to the Customers and for the moving and handling of products.

31.3 The Supplier must have a generic risk assessment which all employees must comply with when delivering to Customers Sites. This Tenderer's Risk Assessment may need to be approved by the Customers Health & Safety Team prior to commencement of the Contract.

31.4 Direct Supply

31.4.1 Any accident involving the Customers staff or the Supplier's employees on the Customers property must comply with the statutory reporting requirements. The accidents shall also be reported to the Customer by phone within 24 hours of occurrences, and in writing within 7 working days. The written report shall include full details of the accident, the injury sustained, action taken at the time by the Suppliers employees on site, and any recommended review to the site rules and risk assessments.

31.4.2 The Supplier may need to obtain written risk assessments from the Customers premises to which they are to deliver to, prior to arrival on site; this information must be provided to all employees who require access to the site. In exceptional circumstances where risk assessments have not been obtained, drivers must report to reception and ascertain risks, following which they will need to develop a specific assessment for future visits.

31.4.3 The generic risk assessment should take into account any health and safety requirements of the Customers site such as time span for delivery, and once on site the possible interaction of vehicles with pedestrians.

31.4.4 Customers may require that vehicles used for deliveries to certain sites are to be fitted with audible reversing warning indicators.

32. END OF CONTRACT PROCEDURE

- 32.1 At the end of this Contract (howsoever arising) and/ or after the expiry of this Contract the Supplier shall provide all reasonable assistance and information to ESPO and/ or the Customer and any new or replacement Supplier engaged by ESPO and or the Customer to continue or take over the performance of this Contract in order to ensure an effective handover of all orders for Products and Services not completed.

33. NATIONAL MINIMUM WAGE

- 33.1 The Supplier shall comply with any national Minimum Wages Regulations introduced as a consequence of the National Minimum Wages Act 1998. The Supplier shall be deemed to have made full allowance in the tendered rates and prices for complying with such Regulations. No claim will be entertained for additional payments in respect of National Minimum Wages rates or any change thereto.

34. AMENDMENTS TO THIS CONTRACT

- 34.1 This Contract shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of the Customer and / or ESPO on behalf of the Customer and by a duly authorised representative of the Supplier.
- 34.2 No variation of the End User Agreement shall limit or remove the Suppliers obligations under the Framework Agreement.

35. COMMUNICATIONS

- 35.1 Any notice which either party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other party at its address specified in the Contract either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, or (d) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.
- 35.2 Either party may change its address for service by notice as provided in this Clause 35.

36. WAIVER

- 36.1 The failure of either party to insist upon strict performance of any provision of this Contract or the failure of either party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.
- 36.2 A waiver of any Default shall not constitute a waiver of any subsequent Default whether of the same or a different nature.
- 36.3 No waiver of any of the provisions of this Contract shall be effective unless expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Clause 35.

37. DISPUTE RESOLUTION

- 37.1 If any dispute or difference of any kind whatsoever shall arise between the Customer and the Supplier in connection with or arising out of this Contract all parties shall undertake to meet or otherwise communicate in order constructively and in good faith to seek to resolve the said dispute and shall agree to implement the resolution so agreed.
- 37.2 If the parties fail to reach agreement within 20 working days of reference to the relevant Service Director of the Customer and the Managing Director (or equivalent) of the Supplier the dispute shall be referred to the ESPO Contract Manager for mediation.
- 37.3 In the event that the procedure set out in Condition 37.2 above fails to secure a resolution of the dispute within a period of 30 days then the dispute shall be referred

to the Centre for Effective Dispute Resolution (CEDR) who shall appoint a Mediator to manage the resolution of the dispute.

38. CONTRACTS (Rights of Third Parties) Act 1999

38.1 With the exception of ESPO which shall be entitled to enforce the provision of clauses

- Supply of management information
- Payment of retrospective rebate to ESPO
- Pricing schedules issued by ESPO
- Communications
- Performance reviews and Management information
- Contract Pricing
- Monitoring and Reporting
- Health and Safety / Food Safety

38.2 Neither party intends to confer any right or benefit upon any other third party and for the avoidance of doubt the provision of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Contract except in the specific instance referred to herein. This Contract constitutes the entire understanding between the parties relating to the subject matter of this Contract and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

39. RETROSPECTIVE REBATE

39.1 ESPO is obliged to recover its costs and the Supplier will be required to pay to ESPO a retrospective rebate of 1% value of Contract turnover (for the avoidance of doubt Contract turnover is invoiced sales, net of VAT calculated by reference to pain invoices). Such payment will be made in arrears at 6 monthly intervals following the commencement of the Contract, and will be based upon the overall actual value of the business conducted against the Contract during the preceding period.

39.2 Rebate payments will be plus VAT at the prevailing rate and must be accompanied by the following information:

39.2.1 Contract title and number

39.2.2 Period Covered by the rebate payment

39.2.3 Value of business on which the rebate is calculated

39.3 For the avoidance of doubt retrospective rebate shall be payable to ESPO throughout the life of this Contract.

40. LOCAL GOVERNMENT REORGANISATION

40.1 The parties acknowledge that during the term of this Contract the local government structure in the participating Customer's administrative area may be subject to change. These administrative changes may give rise to the need to terminate this Contract and/or seek its potential variation with any successor or assign of the Participating Customer. The Participating Customer shall not be liable for any loss of any kind including, but not limited to, lost opportunity that may arise as a consequence of local government reorganisation.

41 PURCHASE OUTSIDE THE CONTRACT

41.1 The Customer shall, at its absolute discretion, have the right to employ a person (or persons) other than the Supplier to provide Products and Services of the same type as described by the Contract.

42 CANVASSING

42.1 Tenderers should not, in connection with the invitation to tender or proposed Contract: -

42.1.1 offer any inducement, fee or reward to any member or officer of any of the Customer.

42.1.2 do anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or Bribery Act 2010

42.1.3 canvass any of the persons referred to in a) in connection with the Contract; or

42.1.4 contact any member or officer of the Customer or any person acting as an adviser to the Customer (except as authorised by this Invitation) about any aspect of the proposed Contract or for soliciting information in connection therewith.

43 FREEDOM OF INFORMATION ACT

43.1 Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

43.2 Tenderers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. Tenderers should state why they consider the information to be confidential or commercially sensitive.

43.3 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.

43.4 It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

44 JURISDICTION

44.1 This Contract shall be considered as a Contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.

44.2 All products supplied under this Contract shall conform to all relevant UK and EU legislation including, but not limited to, food safety, hygiene, composition and labelling.

44.3 This agreement is binding on the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees.

45 ENTIRE AGREEMENT

45.1 This Contract together with the Framework Agreement and the Order constitutes the entire understanding between the parties relating to the subject matter of the Contract and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day first above written

SIGNED for and on behalf of

[] the Customer

By:

Name:

Title:

Date:

SIGNED for and on behalf of

[] the Supplier

By:

Name:

Title:

Date:

APPENDIX 1 – SCHEDULE 1

CONDITIONS OF CONTRACT – CUSTOMER AND SUPPLIER

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day first above written

SIGNED for and on behalf of

[] the Customer

By:

Name:

Title:

Date:

SIGNED for and on behalf of

[] the Supplier

By:

Name:

Title:

Date:

APPENDIX A TO SCHEDULE I

DEFINITIONS

The expressions set out below shall have the meanings ascribed thereto:

1.	Agreement	Means this End User Customer Agreement between the Customer and the Supplier, comprised of the Clauses and the Schedules and annexes thereto.
2.	Access Agreement	Means the subsequent agreement between the Customer and ESPO for the Customer to use the Framework for the provision of Services.
3.	Audit	Means an Audit carried out pursuant to Clause 27 (Records and Audits)
4.	Auditors	Shall have the meaning set out in Clause 27.
5.	Charges	Means the Contract Charges set out in the Framework Price Schedules and/or other information publicised. Such information will be publicised in the User Guide prepares and made available by ESPO, via its website www.espodealingdirect.org following award of the Contract
6.	Commencement Date	Means <i>15th February 2016</i>
7.	Confidential Information	Means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, Customers and Suppliers of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.
8.	Contract	Means this agreement (End User Agreement) entered into between the Supplier and the Customer for the provision of services in accordance with the conditions of Contract.
9.	Contract Period	Means the period of time for which the Customer enters into a Customer Agreement with a Supplier for the provision of Products and Services.
10.	Customer	Any organisation in the public sector, other public bodies, such as the Police, Fire and Rescue Service, central government departments and their agencies and third sector bodies such as charities within the UK who are permitted to access the Agreement and who places an Order with the Supplier for the provision of the Products and Services.

11.	Default	Means any breach of the obligations of either party (including but not limited to a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-Suppliers in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other.
12.	EIR	Means the Environmental Information Regulations 2004.
13.	ERG	Efficiency Reform Group. The Office of Government Commerce in now part of the ERG within the Cabinet Office.
14.	FOIA	Means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation.
15.	Framework Agreement	Means the Agreement between ESPO and the Supplier under which this Contract is entered into by the Customer and the Supplier for the supply of the Products and Services.
16.	Good Practice Industry	Means standards, practices, methods and procedures confirming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
17.	Goods and Services	Means the services described in the Specification and various Lots provided to the Customer in accordance with this Framework Agreement and any specific Customer Order.
18.	Implementation Plan	means the plan to be developed by the Customer and the Supplier in accordance with Schedule V and which will contain a schedule of tasks to be done, the timescale for completion of those tasks, identifying the party responsible for those tasks, together with the milestones to be achieved and against which payment will be made.
19.	Management Information	Means the information to be supplied to the Customer on a monthly basis for the duration of the Contract.
20.	Nominated Third Party Distributor	Means ESPO's or the Customers Nominated Distributor covered by a distribution Contract.
21.	Order	Means the Customers Order for Products and Services submitted to the Supplier.
22.	Products	Any reference in this Contract to Products shall mean a range of Street Food Concepts, referred to in the Specifications.

23.	Regulated Activity	Means any work which is currently defined as a regulated activity relating to children within the meaning of Schedule 4 Part 1 of the Safeguarding Vulnerable Groups Act 2006.
24.	Requests for Information	Shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR.
25.	Services	Means the provision of services provided to the Customer in accordance with this Agreement and any specific Customer order.
26.	Specification	Means the specification of the Services to be supplied by the Supplier.
27.	Tender	Means the Supplier's tender submitted in response to the Invitation to Tender and attached to the Framework Agreement as Schedule 2.
28.	Term	Means the period of 3 years from the commencement date plus the option of up to a further 24 months extension.
29.	User Guide	A document produced by ESPO that explains the Framework Agreement and provides the Customer with details of the tendering process, the Framework Terms and Conditions, background information, scope and how the Customer may access the Framework.

APPENDIX B TO SCHEDULE I

AUTHORISED OFFICER / CUSTOMER CONTRACT MANAGER AND SUPPLIER CONTRACT MANAGER DETAILS

Authorised Officer / Customer Contract Manager* ()
(* *Delete as applicable*)

Name:

Title:

Address:

Direct Line:

Mobile:

Email:

Contract Manager (Supplier)

Name:

Title:

Address:

Direct Line:

Mobile:

Email:

APPENDIX C TO SCHEDULE I

DRAFT SERVICE LEVEL AGREEMENT

BETWEEN

(1) [] of [] (the Customer)

AND

(2) [] of [] (the Supplier)

1 OVERVIEW

- 1.1 This Service Level Agreement (SLA) is intended to provide a structure for the way in which the Customer and the Supplier will work together for the provision of Street Food Concepts.
- 1.2 Both parties agree to deliver the services in accordance with the contents of this agreement.
- 1.3 This Service Level Agreement sets out the agreed Service Levels to be provided by the Supplier to the Customer under the Contract entered into between the Customer and the Supplier under ESPO Framework reference 449
- 1.4 This Service Level Agreement (SLA) covers the core level of service applicable to all Products and Services provided.
- 1.5 This Service Level Agreement (SLA) will be valid for as long as there are Services still in use by the Customer which have been supplied in accordance with the Contract let under the ESPO Framework reference 449
- 1.6 The Products and Services shall be delivered in accordance with the Suppliers Tender as accepted by Shropshire Council.

2 DELIVERIES

- 2.1 The Supplier and the Customer agree that
 - 2.1.1 The Customer shall notify the Supplier of any shortages by the end of the next working day. Notwithstanding this, there will be no time limitation, within reason, on notification of faults that could not reasonably have been detected at time of delivery (e.g. faulty goods within a sealed carton).
 - 2.1.2 The Supplier will rectify any service level failure (including delivery shortages or faulty goods) within 2 working days of being aware of the failure unless agreed otherwise with the authorised officer. The authorised officer may require more immediate rectification for items that are critical to the catering operation.

3 CONTRACT MANAGEMENT

- 3.1 The Customer Contract Manager is [state name and job title] who can be contacted for further information or any issues or to give feedback on [insert contact details]
- 3.2 The Contract Manager shall be available for queries during Normal Working Hours (to be inserted)
- 3.3 The Supplier has nominated an Account Manager for the Customer Any contact the Customer makes with the Supplier, should, in the first instance be made through [state name and job title] by contacting
 - 3.3.1 [insert contact details]
 - 3.3.2 The Account Manager shall be available for queries during Normal Working Hours (to be inserted)
 - 3.3.3 Service Helpdesk [if applicable]

3.4 Service Helpdesk (if applicable)

- 3.4.1 The Supplier shall provide a Service Helpdesk which will be the first point of contact for all the Customer enquiries and service delivery related issues
- 3.4.2 Hours of cover - the period for which the helpdesk service is available is between the hours of (to be inserted) excluding all United Kingdom Public Holidays.
- 3.4.3 The working hours upon which response and resolution times are calculated will be (to be inserted) excluding all United Kingdom Public Holidays.
- 3.4.4 Contacting the service helpdesk and call logging
 - 3.4.4.1 Calls may be placed by email or telephone. In either case the processing of the call will only take place between the hours of (to be inserted) excluding all United Kingdom public holidays.
 - 3.4.4.2 the Supplier call logging procedure shall achieve the following functions;
 - provide a standard call logging procedure for the services provided
 - minimises the risk of calls being unanswered or missed
 - achieve Customer satisfaction
 - 3.4.4.3 the service desk can be contacted
 - by telephone (tel number to be inserted)
 - by e-mail [email address to be inserted]
 - 3.4.4.4 **Contacting the service helpdesk and call logging**

Contact	Response Times
Customer enquiries by telephone	<ul style="list-style-type: none"> • 90% of calls answered within 4 rings • 95% of calls answered within 7 rings • 99% of calls answered within 10 rings
Customer enquiries by telephone	<ul style="list-style-type: none"> • 90% of emails answered within 30 minutes • 95% of emails answered within 1 hour • 99% of emails answered within 2 hours

4 MONITORING AND REVIEW

ESPO and the Customer require regular contact from their account manager to review the Contract and specifically the Key performance indicators as described in the Contract.

5 COMPLAINTS AND RESOLUTION

- 5.1 In the event of any issues, the Customer Contract Manager shall in the first instance contact the Supplier's Account Manager for resolution.
- 5.2 Any complaints raised will be managed in accordance with the Supplier's complaints procedure. This process ensures that all complaints are dealt with in a professional manner, and to the satisfaction of the Customer.
- 5.3 The Customer can register the complaint in various ways, typically by telephone or email.

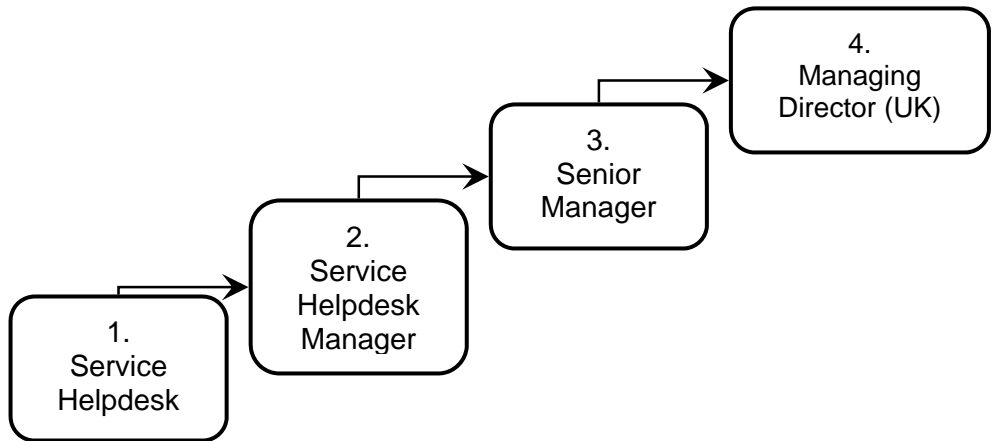
- 5.4 If the issue is not resolved satisfactorily or escalation is needed, the Customer Contract Manager shall escalate the issue to ESPO, for discussion with the Supplier. The Supplier shall notify the Customer immediately (by telephone or e-mail as appropriate) it becomes aware that services cannot be delivered against the implementation timetable(s) and revised implementation timetable(s) agreed with the Customer.
- 5.5 In the event that a revised implementation timetable is not acceptable to the Customer, the Customer shall have the right to cancel the order without incurring any costs and without prejudice to any other rights or remedies available under this contract.
- 5.6 A working day is defined as the period between the time at which a call was received and the same time on the next working day (i.e. weekends and public holidays are not classified as working days).

Escalation Procedures

Escalation Chart This section covers the levels of management through which problems and/or complaints are escalated before the Customer has to resort to potential breach procedures within the main contract.

Before any problems are escalated, the Customer should ensure that the Service Helpdesk staff are fully aware of the problem and understand the full details of the problem and the full impact it is having on them.

The following diagram outlines the key points of contact between the Customer and the Supplier.



Escalation Rationale Table

Escalation Level	Escalation Rationale	Contact
1	A query or issue is logged with the Service Helpdesk - The first point of contact at Level 1.	Service Helpdesk Tel: 01234 567899
2	If the Service Desk does not respond within the agreed time specified, then this will be escalated to Level 2.	Service Helpdesk Manager Tel: 01234 567899
3	If the Service Helpdesk Manager does not respond within the agreed response time specified, then this will be escalated to Level 3.	Senior Manager Tel: 01234 567899
4	If the Senior Manager does not respond within the agreed response time specified, then this will be escalated to Level 4 (UK Managing Director)	Managing Director Tel: 01234 567899

Note: At the earliest time the Supplier becomes aware that he cannot resolve the problem/complaint within the timescales agreed under the complaint procedure then the problem/complaint shall be escalated to the next level (or higher if applicable and as the parties shall agree).

APPENDIX D TO SCHEDULE I

IMPLEMENTATION PLAN

A contract Implementation Plan (or Mobilisation plan) will be requested from the Supplier by the Customers. Typically this will include (but is not limited to) the tasks as listed. The responsibilities of both Supplier and the Customer in mobilising the contract will be clearly defined.

CONTRACT MOBILISATION	Actioned by Customer / Supplier
Establishment Adresse(s), Post Codes, Telephone Numbers, Email	
Details of Suppliers Account Manager	
Details of Customers Contract Managers	
Contract Manager and Account Manager to liaise on operational matters	
Determine frequency of order/delivery	
Create delivery schedules	
Determine account codes	
Determine Statement / Electronic Invoicing Format	
Agree complete product list	
Creation of Teleordering Book (if required)	
Introductory telephone ordering call	
Determine management data requirements	
Obtaining first orders	

personal info



ESPO National Framework Agreement

449 STREET FOOD CONCEPTS

SECONDARY COMPETITION

APPENDIX B:

TENDER SUBMISSION DOCUMENT

Name of Customer: Shropshire Council

Closing date for tenders: 12.00pm on 02/12/2015

Customer contract reference no: IMC 187

ESPO contact name: [REDACTED]

Contact telephone no: 0116 294 4056 E-mail: [REDACTED]

Section	Content	Page
1	Contact Details	3
2	Form of Tender	4
3	Certificate of Non-Collusion	5
4	Retrospective Rebate	6
5	Pricing Schedules and Commercial Terms	8
6	Method Statements	10

SUBMISSION OF TENDER

This Appendix B - Tender Submission, be completed by the tenderer and returned to Shropshire Council in accordance with the instructions given within Part A - Invitation to Tender document.

1. CONTACT DETAIL

CONTACT DETAILS OF THE TENDERER

Tenderer's Contact Details:	
Name of Firm:	
Name of Person completing this tender <i>(to whom all enquiries shall be directed)</i>	
Address:	
Telephone:	
Mobile: <i>(if available)</i>	
Fax:	
Email:	
Website:	

2. FORM OF TENDER

Company Name:

Company Address:

Offer to:

**In response to the Invitation to Tender
(Under ESPO Framework Ref 449)**

Further to your Invitation to Tender dated **05/11/2015**

- 1 I/we hereby offer to supply (Customer) the products and services detailed in the Invitation to Tender and the Conditions of Contract.
- 2 I/we undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.
- 3 I/we confirm that if our Tender is accepted we will, if required, upon demand:
 - (a) Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
 - (b) Sign a formal contract document if required;
- 4 Unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 5 We understand that (Customer) is not bound to accept any Tender it receives.

Date

Name (please print):Position:

Address:

.....

Registered Company Number:

Telephone number:

Fax number:

E-mail:

3. CERTIFICATE OF NON COLLUSION

TO: Shropshire Council

1. I / We*, the undersigned do hereby contract and agree on the acceptance of this tender, in whole or part, to supply the products and / or perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the Conditions of Contract.
2. In submitting a tender against this contract, I / We* certify that I /We* have not done, and I /We* undertake that I / We* will not do, at any time before the notification of tender results, any of the following acts:
 - (a) Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
 - (c) Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporate; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.
 - (d) Do anything contrary to or commit any offence under the Bribery Act 2010.

** Delete as applicable*

Signed: Date

Name (please print):..... Position:

Name of Tenderer..... Registered Company No

Address

..... Tel No

Email..... Fax No

4. RETROSPECTIVE REBATE

The Eastern Shires Purchasing Organisation (ESPO) is a local authority purchasing and distribution consortium owned jointly by the Leicester and Peterborough City Councils and the County Councils of Cambridgeshire, Leicestershire, Lincolnshire, Norfolk and Warwickshire.

As a local authority based organisation, ESPO has a statutory obligation to recover all the costs of its operation. By agreement with the participating authorities, costs are recovered by means of a retrospective rebate, payable by cheque directly to ESPO by the Supplier(s).

Under this Framework Agreement the successful Supplier shall pay therefore a rebate of 1% of the total contract value to the Eastern Shires Purchasing Organisation. Unless otherwise agreed, such payment will be made annually, on the anniversary of the Framework Commencement Date, and will be based upon the overall actual value of business conducted under the Framework Agreement during the preceding period. For the avoidance of doubt, this business includes both orders placed under the Framework Agreement by ESPO itself, as well as Orders placed by ESPO's member authorities and other eligible Customers.

In order to assist ESPO to ensure that its contracts are continuously improved and targeted at Customer demand and expectation, Suppliers are required to keep records of all Orders received from the Customer throughout the Framework Term. As and when required (in some cases quarterly, six monthly or annually) Suppliers will be required to submit reports of all Orders received and met from the Customer during the preceding trading period. Books of account will also be produced to ESPO in support of trading reports if requested. The Supplier acknowledges and agrees to these requirements as a condition of Framework Agreement award.

Rebate payments will be plus VAT at the prevailing rate, and must be accompanied by the following information:

- ESPO Framework Agreement title and number.
- Period covered by the rebate payment.
- Value of business on which the rebate is calculated.

Payments must be sent within 30 days of the due date to:

**Income Supervisor
ESPO
Barnsdale Way
Grove Park,
Enderby,
Leicester,
LE19 1ES**

(and copies sent to the Contract Manager and Authorised Officer).

I/We* further declare that I/We understand, agree and will comply with the requirements of the Retrospective Rebate Agreement the terms of which are set out in the preceding page hereto.

*** Delete as applicable**

Signed:	Date
Name (<i>please print</i>):	Position:
Name of Tenderer	Registered Company No
Address	
.....	
.....	Tel No
E-mail	Fax No

5. PRICING SCHEDULE AND COMMERCIAL TERMS

Guidance

Tenderers are required to detail their delivered prices for supplying the products and the commercial terms under which the products will be supplied. Tenderers are advised to ensure they fully understand the evaluation methodology to be used to assess price, as described in the Invitation to Tender document.

Tenderers must take care to ensure they provide a price for each element of the pricing schedule as specified. Failure to complete the pricing schedule in full may result in the tender being rejected.

Tenderers are reminded that any business acquired under the ESPO framework 449 is subject to 1% retrospective rebate payable to ESPO under the Framework Agreement. Tenderers must allow for any retrospective rebate in submitting their tender and tenders will be evaluated on the basis you have done so.

Pricing Schedule

The pricing schedule is supplied separately as an Excel spreadsheet, please see appendix C.

Commercial Terms

Total points available = 100 <i>Please make your proposals crystal clear</i>	
1. Please describe in full detail the range and type of equipment and point of sale material that can be supplied to the Customer to merchandise your product range. Please detail your lending terms and conditions of equipment including any volume and value requirements.	Maximum Points 50
2. What percentage discount will be applied for all deliveries made to the establishments with the following payment terms? a) For payments within 30 days.....% b) For payments within 14 days.....% c) For payments within 7 days%	Maximum Points 25
3. a) Please state your minimum order value £..... b) Please state your delivery charge if applicable for orders below the specified minimum value £.....	Maximum Points 25
4. Please state the <u>minimum lead time</u> in days/hours for delivery from receipt of order Hours	Information only

And/or Days.....	
5. Address(s) to which orders should be sent:	<p>.....</p> <p>.....</p> <p>....</p> <p>.....</p> <p>.....</p> <p>....</p> <p>.....</p> <p>.....</p> <p>....</p> <p>Tel.....</p> <p>Fax.....</p> <p>Email</p> <p>.....</p>
6. Depot(s) from which deliveries will be made including address, telephone number and email.	<p>.....</p> <p>.....</p> <p>....</p> <p>.....</p> <p>.....</p> <p>....</p> <p>.....</p> <p>.....</p> <p>....</p> <p>.....</p> <p>.....</p> <p>....</p> <p>Tel.....</p> <p>.....</p> <p>Fax.....</p> <p>.....</p> <p>Email</p> <p>.....</p> <p>.....</p>
7. Telephone number(s) to be used in the event of operational emergencies only (not late orders)	<p>Tel.....</p> <p>.....</p>

6. METHOD STATEMENT

The products and service requirements are outlined in the Specification. Tenderers are required to respond in the table below describing how their service meets the requirements in this Method Statement. It is vital that Tenderers give satisfactory assurance that they will have the ability of both managing the contract effectively and maintaining records of the business carried out under this Contract.

Tenders **must not** refer to a manual or source document. Please note that in the event that the same response is given to more than one question, please do not cross-refer to another answer, but copy the response accordingly. This will help the evaluation panel to make sure they are evaluating the appropriate response, particularly as these may be evaluated by separate evaluating officers, at different times.

Question	Criterion	Question Weighting
1 PRACTICAL SERVICE DELIVERY Maximum Section Score = 50 POINTS		
Question 1.1	Please set out in detail how you will deliver the products required by the Contract, clearly demonstrating your processes for stock management to ensure the right products are available in the right quantities when orders are placed.	3
Tenderers Response		
Question 1.2	Please explain the arrangements in place that ensure efficient deliveries take place. Please also set out (1) how replacement stock is delivered, (2) how rejected stock is handled, returning goods. Your response should include reference to (a) products damaged during transit and (b) delivery discrepancies e.g. non-conformity to agreed specification, quality, or quantity requirements, contamination, outward damage, shortfall etc. Bidders using third party distributors should describe (i) Key Performance Indicators in place to measure Service Delivery Levels and (ii) how the third party account will be managed to ensure delivered service levels to the [insert details] are consistently met.	7
Tenderers Response		

2 IMPLEMENTATION Maximum Section Score = 15 POINTS		
Question 2.1	Please provide details of how you would implement a contract with Shropshire Council , including timeframes and you should make clear in your response what your organisation will do and at what stage, including the input that is required from the [insert details]	3
Tenderers Response		
3 ROUTINGS AND LOGISTICS Maximum Section Score = 20 POINTS		
Question 3.1	Please provide a draft delivery schedule that demonstrates how deliveries would be made in line with Shropshire Council's specified delivery window(s).	4
Tenderers Response		
4 OVERALL CONTRACT MANAGEMENT AND STAFFING Maximum Section Score = 80 POINTS		
Question 4.1	Shropshire Council requires a category management approach through a single point of contact. Please provide a statement how you ensure invoice pricing is accurate and how you ensure Shropshire Council are fully aware of the price they will be paying for goods, your methodology for informing Shropshire Council of the impact of price variations. Your answer should include how you would pass on any immediate cost savings to the Customer, how pricing errors are rectified giving an indication of time scale, how you collate and issue price files and your procedures for delisting products, and sourcing comparable alternatives, complaints handling.	6
Tenderers Response		
Question 4.2	Please provide details of how you ensure that the service provided continues to either meet or exceed the KPI's stated with Part A – Invitation to Tender.	2
Tenderers Response		
Question 4.3	Please indicate any products or services you provide that may add value to this contract and help enhance the quality of the service we provide to our clients. For example this can be the supply of organic products when required.	8
Tenderers Response		
5 SUSTAINABILITY Maximum Section Score= 25 POINTS		
Question	Please provide a statement that explains your company policy on sustainable procurement.	5
Tenderers Response		

6 REPORTING MONITORING AND DEVELOPMENT Maximum Section		
Score = 10 POINTS		
Question	Please describe the range of Management Information reports that can be provided to Shropshire Council in support contract performance.	2
Tenderers Response		

Appendix C - Pricing

Please note:

1. You must complete in full providing prices for all
2. Prices should be all inclusive but exclusive of VAT

Item	Case Size	Estimated annual usage (case or bag)
Basilico	2 * 3.5kg	388
Pomodoro	2 * 3.5kg	298
Britannia Bolognese	2 * 3.5kg	400
Arrabiata	2 * 3.5kg	218
BBQ Chicken Torino	2 * 3.5kg	150
Chicken Tikka	2 * 3.5kg	136
Basilico	4 * 1.75kg	204
Pomodoro	4 * 1.75kg	168
Tomato & Mascarpone	2 * 3.5kg	78
Carbonara	2 * 3.5kg	72
Veg Bolognese	2 * 3.5kg	48
Twists	3kg bag	474
Spirals	3kg bag	1718
Quills	3kg bag	43

ing Schedule and Product List

products listed
[

Price Unit	Your Price (as per Price Unit column D)	Tender Price
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
case	£0.00	£0.00
bag	£0.00	£0.00
bag	£0.00	£0.00
bag	£0.00	£0.00
	TOTAL PRICE FOR BASKET OF GOODS	£0.00

School Type	School Name	Address 1
Primary	Albrighton Primary School	New House Lane
Primary	Albrighton, St Mary's CE Primary School	Shaw Lane
Primary	Alveley Primary School	Daddlebrook Road
Primary	Batchley First School	Cherry Tree Walk
Primary	Belvidere Primary School	Tenbury Drive
Secondary	Belvidere School - Technology College	Crowmere Road
Primary	Bentley West	Monmouth Road
Primary	Bicton CE Primary School	Bicton Lane
Primary	Bishops Castle Primary School	Oak Meadow
Primary	Bitterley CE Primary School	Bitterley
Primary	Bomere Heath CE Primary School	Shrewsbury
Primary	Broseley CE Primary School	Dark Lane
Primary	Brown Clee CE Primary School	Station Road
Primary	Bryn Offa CE Primary School	Rockwell Lane
Primary	Buildwas Primary School	Buildwas
Primary	Bunbury and Aldersley	School Lane
Primary	Castlefields Primary School	Castlefields
Middle	Catshill Middle School	Meadow Road
Secondary	Chantry High School	Martley
Secondary	Charlton School	Severn Drive
Primary	Christ Church CE Primary	Harden Road
Primary	Christ Church CE Primary School	Sheinton Road
Primary	Church Preen Primary School	Church Stretton
Secondary	Church Stretton School - Specialist Technology Centre	Shrewsbury Road
Primary	Claverley CE Primary School	Aston Lane
Primary	Cleobury Mortimer Primary School	Love Lane
Primary	Coleham Primary School	Greyfriars Road
Secondary	Coppice Performing Arts School	Ecclestone Road
Primary	Corvedale CE Primary School	Diddlebury
Primary	County Bridge Primary School	Anson Road
Primary	Criftins CE Primary School	Ellesmere
Primary	Dorrington CE Primary School	Church Road
Secondary	Dyson Perrins High School	Yates Hay Road
Primary	Ellesmere Primary School	Elson Road
Primary	Gobowen Primary School	School Lane
Secondary	Grange School - A Visual and Performing Arts College	Worcester Road
Primary	Greenacres Primary School	Rutland
Primary	Greenfields Primary School	Hemsworth Way
Primary	Hagley RC High School	Brake Lane
Primary	Harlescott Junior School	Featherbed Lane
Primary	Hartlebury	The Village
Secondary	Hereford College of Arts (College Road)	College Road
Secondary	Hereford College of Arts (Folly Lane)	Folly Lane
Primary	Hinstock Primary School	Hinstock
Primary	Holy Trinity CE Primary School	Middleton Road
Primary	Holy Trinity Primary School	Church Street
Primary	Hope CE Primary School	Minsterley
Secondary	Idsall School	Coppice Green Lane
Primary	Ipsley RSA Academy	Winyates Way

Secondary	John Masefield High School	Mabel's Furlong
Primary	John Wilkinson Primary School	Coalport Road
Primary	King Charles I Secondary School - Lower School	Lower School
Primary	King Charles I Secondary School - Upper School	Upper School
Primary	King Charles Walsall	Wilkes Avenue
Primary	Kinnerley CE Primary School	Kinnerley
Secondary	Lacon Childe School	Love Lane
Secondary	Lakelands Academy	Oswestry Road
Primary	Longden CE Primary School	Plealey Road
Primary	Longlands Primary School	Linden Way
Primary	Ludlow Infant School	Sandpits Road
Primary	Ludlow Junior School	Clee Hill
Primary	Market Drayton Junior School	Alexandra Road
Secondary	Mary Webb School & Science	Pontesbury
Primary	Matchborough First	Matchborough Way
Primary	Meole Brace CE Primary and Nursery School	Church Road
Secondary	Meole Brace School Science College	Longden Road
Primary	Mereside CE Primary School	Childrens Way
Primary	Millfield Primary School	Catshill Road
Primary	Minsterley Primary School	Minsterley
Primary	Monkmoor Campus	Wilfred Owen School
Primary	Morda CE School	Oswestry
Primary	Moreton Say CE Primary School	Market Drayton
Primary	Mount Pleasant Primary School	Whitemere Road
Primary	Much Wenlock Primary School	Racecourse Lane
Primary	Myddle CE Primary School	Shrewsbury
Primary	Newtown CE Primary School	Wem
Primary	Norton-in-Hales CE Primary School	Market Drayton
Primary	Oakmeadow CE Primary and Nursery	Bayston Hill
Primary	Our Lady and St Oswalds Catholic Primary School	Upper Brook Street
Primary	Oxon CE Primary School	Racecourse Lane
Primary	Pelsall Village School	Old Town Lane
Primary	Perdiswell	Bilford Road
Primary	Perry Wood	St Albans Close
Primary	Pontesbury CE Primary School	Bogey Lane
Primary	Prees CE Primary School	Cross End
Primary	Radbrook Primary School	Calverton Way
Secondary	Ruscoe Centre	Thomas Adams School
Primary	Shifnal Primary School	Currier's Lane
Primary	Shrewsbury Cathedral Catholic Primary School	New Park Road
Secondary	Sir John Talbot's Technology College and Sixth Form	Tilstock Road
Primary	St Andrew's CE Primary School	Park Lane
Primary	St George's CE Primary School	Clun
Primary	St George's Junior School	Woodfield Road
Primary	St James Primary school	Great Charles Street
Primary	St John The Baptist CE Primary School	Chruch Street
Primary	St John's RC Primary School	Innage Gardens
Primary	St Laurence CE Primary School	Jockeyfields
Primary	St Lawrence CE Primary School	Shrewsbury Road
Primary	St Leonards CE Primary School	Innage Lane

Primary	St Lucia's CE Primary School	Upton Magma
Secondary	St Martins 3-16 Learning Community	Primary Campus
Primary	St Mary's CE Primary School	Poynton Road
Primary	St Mary's CE Primary School	Westbury
Primary	St Thomas and St Anne's CE Primary School	Hanwood
Primary	Stokesay Primary School	Market Street
Primary	Stottesdon CE Primary School	Cleobury Mortimer
Primary	Sundorne Infant School	Corndon Crescent
Primary	Sunshine Infant & Nursery	Blakenhall Lane
Primary	Tenbury	Bromyard Road
Secondary	The Bewdley School and 6th Form Centre	Stourport Road
Secondary	The Community Castle - Bishop's Castle	Brampton Road
Secondary	The Corbet School - Technology and Language College	Eyton Lane
Secondary	The Marches Academy	Morda Road
Primary	The Meadows Primary School	Harlech Road
Secondary	Thomas Adams School and Sixth Form Centre	Lowe Hill
Primary	Trinity CE Primary School	Butt Lane
Primary	Weston Lullingfields CE Primary School	Shrewsbury
Primary	Weston Rhyn Primary School	Oswestry
Primary	Whetstone Field Primary School	Beaufort Way
Primary	Whitchurch Junior School	Salisbury Road
Primary	Whitehall Infant & Nursery	West Bromwich Road
Primary	Whittington CE Primary School	Oswestry
Primary	Whixall CE Primary School	Whitchurch
Primary	Wistanstow CE Primary School	Craven Arms
Primary	Wistaston Church Lane	Church Lane
Middle	Witton Middle School	Old Coach Road
Primary	Woodfield Infant School	Woodfield Road
Primary	Woodside Primary school	Gittin Street
Primary	Woore Primary School	Crewe
Primary	Worthen CE Primary School	Worthen

Address 2	Address 3	Postcode	Telephone
Albrighton	Wolverhampton	WV7 3QS	01902 372558
Albrighton	Wolverhampton	WV7 3DS	01902 372885
Alveley	Bridgnorth	WV15 6JT	01746 780284
Batchley	Redditch	B97 6PD	01527 62926
Telford Estate	Shrewsbury	SY2 5YB	01743 365211
Shrewsbury		SY2 5LA	01743 234092
Walsall		WS2 0EQ	01922 720792
Bicton	Shrewsbury	SY3 8EH	01743 850212
Bishops Castle		SY9 5AY	01588 638522
Ludlow		SY8 3HF	01584 890228
		SY4 3PQ	01939 290359
Broseley	Telford	TF12 5LW	01952 882673
Ditton Priors	Bridgnorth	WV16 6SS	01746 712652
Pant	Oswestry	SY10 9QR	01691 830621
Telford		TF8 7DA	01952 432135
Bunbury	Tarporley	CW6 9NR	01829 260524
Bridgnorth		WV16 5DQ	01746 764072
Catshill	Bromsgrove	B61 0JW	01527 872431
Worcester		WR6 6QA	01886 888420
Wellington	Telford	TF1 3LE	01952 259667
Leamore	Walsall	WS3 1EN	01922 710080
Cressage		SY5 6DH	01952 510383
		SY6 7LH	01694 771359
Church Stretton		SY6 6EX	01694 725125
Claverley	Wolverhampton	WV5 7DX	01746 710636
Cleobury Mortimer	Worcester	DY14 8PE	01299 270313
Shrewsbury		SY3 7EN	01743 362668
Wednesfield	Wolverhampton	WV11 2QE	01902 558011
Craven Arms		SY7 9DH	01584 841630
Walsall		WS2 0DH	01922 646993
		SY12 9LT	01691 690207
Dorrington		SY5 7JL	01743 718462
Malvern		WR14 1WD	01684 575673
Ellesmere		SY12 0BE	01691 622288
Oswestry		SY11 3LD	01691 661343
Shrewsbury		SY1 3LP	01743 457906
Shrewsbury		SY1 3QG	01743 464570
Ellesmere Road	Shrewsbury	SY1 2QS	01743 236397
Hagley		DY8 2XL	01562 884528
Shrewsbury		SY1 4QN	01743 462087
Hartlebury	Kidderminster	DY11 7TD	01299 250312
Hereford		HR1 1EB	
Hereford		HR1 1LU	01432 355166
Market Drayton		TF9 2TE	01952 550220
Oswestry		SY11 2LF	01691 654832
Clayhanger	Walsall	WS8 7EG	01543 452327
Shrewsbury		SY5 0JB	01743 891355
Shifnal		TF11 8PD	01952 468412
Winyates	REdditch	B98 0UB	01527 518383

Ledbury		HR8 2HF	01531 631012
Broseley	Telford	TF12 5AN	01952 882950
Borrington Road	Kidderminster	DY10 3ED	01562 512880
Comberton Road	Kidderminster	DY10 1XA	01562 753980
Walsall		WS3 4NJ	01922 692962
Oswestry		SY10 8DF	01691 682289
Cleobury Mortimer		DY14 8PE	01299 270312
Ellesmere		SY12 0EA	01691 627036
Longden	Shrewsbury	SY5 8EX	01743 860480
Fairfields	Market Drayon	TF9 1QU	01630 652312
Ludlow		SY8 1HG	01584 872765
Ludlow		SY8 1HX	01584 873602
Market Drayton		TF9 3HU	01630 652769
Shrewsbury		SY5 0TG	01743 792108
Redditch		B98 0GD	01527 883880
Meole Brace	Shrewsbury	SY3 9HG	01743 351027
Shrewsbury		SY3 9DW	01743 353819
Wenlock Road	Shrewsbury	SY2 6LE	01743 356283
Brownhills	Walsall	WS8 6BN	01543 452513
Shrewsbury		SY5 0BE	01743 791398
Woodcote Way	Shrewsbury	SY2 5SH	01743 282360
		SY10 9NR	01691 652025
		TF9 3RS	01630 638465
Shrewsbury		SY1 3BY	01743 249135
Much Wenlock		TF13 6JG	01952 727634
		SY4 3RP	01939 290834
		SY4 5NU	01939 233353
		TF9 4AT	01630 653084
Shrewsbury		SY3 0NU	01743 875020
Oswestry		SY11 2TG	01691 652849
Bicton Heath	Shrewsbury	SY3 5BJ	01743 351948
Walsall		WS3 4NJ	01922 682073
Worcester		WR3 8QA	01905 453348
Worcester		WR5 1PP	01905 354800
Pontesbury	Shrewsbury	SY5 0TF	01743 790226
Prees		SY13 2ER	01948 840209
Bank Farm Road	Shrewsbury	SY3 6DZ	01743 232895
Low Hill	Wem	SY4 5UB	01939 236361
Shifnal	Telford	TF11 8EJ	01952 460500
Castlefields	Shrewsbury	SY1 2SP	01743 351032
Whitchurch		SY13 2BY	01948 660630
Shifnal		TF11 9HD	01952 460226
Craven Arms		SY7 8JQ	01588 640229
Shrewsbury		SY3 8LU	01743 357133
Brownhills	Walsall	WS8 6AE	01543 452328
Ruyton XI Towns	Shrewsbury	SY4 1LA	01939 260445
Bridgnorth		WV16 4HW	01746 762061
Ludlow		SY8 1TP	01584 872766
Church Stretton		SY6 6EX	01694 722682
Bridgnorth		WV16 4HL	01746 762781

Shrewsbury		SY4 4TZ	01743 709652
St Martins	Oswestry	SY11 3DH	01691 776500
Shawbury		SY4 4JR	01939 250323
Shrewsbury		SY5 9QX	01743 884411
Shrewsbury		SY5 8JN	01743 860400
Carven Arms		SY7 9NW	01588 672275
		DY14 8UE	01746 718617
Sundorne Road	Shrewsbury	SY1 4LE	01743 362519
Leamore	Walsall	WS3 1HF	01922 710174
Tenbury Wells		WR15 8BD	01905 773362
Bewdley		DY12 1BL	01299 403277
Bishop's Castle		SY9 5AY	01588 638308
Baschurch	Shrewsbury	SY4 2AX	01939 262007
Oswestry		SY11 2AR	01691 664413
Oswestry		SY11 2EA	01691 656080
Wem		SY4 5UB	01939 237015
Ford	Shrewsbury	SY5 9LG	01743 850227
		SY4 2AW	01939 260306
		SY10 7SR	01691 773429
Aldridge	Walsall	WS9 0HJ	01922 743498
Whitchurch		SY13 1EX	01948 667461
Walsall		WS1 3HS	01922 721991
		SY11 4DA	01691 662269
		SY13 2SB	01948 880330
		SY7 8DQ	01588 673347
Wistaston	Crewe	CW2 8EZ	01270 663619
Droitwich Spa		WR9 8BD	01905 773362
Copthorne	Shrewsbury	SY3 8LU	01743 343812
Woodside	Oswestry	SY11 1DT	01691 652446
		CW3 9SQ	01630 647373
Shrewsbury		SY5 9HT	01743 891320

Food Additives to be avoided

Products supplied under the terms of this agreement must not contain any of the 13 Food Additives listed below that are in in bold.

The rest should be avoided where possible. Should any product/item contain any of the other additives listed below, this must be declared to the Contracting Authority in writing and permission obtained from the Contracting Authority in advance of supply.

Colours

E102	Tartrazine
E104	Quinoline Yellow
E110	Sunset Yellow FCF (Orange Yellow S)
E122	Carmoisine (Azorubine)
E123	Amaranth
E124	Ponceau 4R (Cochineal Red A, Brilliant Scarlet 4R)
E127	Erythrosine B5
E128	Red 2G
E129	Allura Red AC
E131	Patent Blue V
E132	Indigo Carmine (Indigotine)
E133	Brilliant Blue FCF
E142	Green S
E150	Caramel (a) (b) (c) (d)
E151	Black PN (Brilliant Black BN)
E153	Carbon Black (Vegetable Carbon)
E154	Brown FK (Kipper Brown)
E155	Brown HT (Chocolate Brown HT)
E161(g)	Canthaxanthin
E173	Aluminium
E180	Pigment Rubine (Lithol Rubine BK)

Flavour Enhancers

E621	Monosodium glutamate (MSG)
E622	Monopotassium glutamate (MPG)
E635	Disodium 5-ribonucleotide

Sweeteners

E950	Acesulfame K
E951	Aspartame
E953	Isomalt
E954	Saccharin
E965	Maltitol (i), Maltitol (ii), Maltitol syrup
E966	Lactitol
E967	Xylitol

Other additives not allowed for infants and young children.

E310	Propyl gallate
E311	Octyl gallate
E312	Dodecyl gallate

Preservatives

E210	Benzoic acid
E211	Sodium benzoate
E220	Sulphur dioxide
E249	Potassium nitrite
E250	Sodium nitrite
E251	Sodium nitrate
E252	Potassium nitrate
E282	Calcium propionate

Some preservatives, 'The Sulphites', are known to be a problem for asthmatics.

E221	Sodium sulphite
E222	Sodium hydrogen sulphite
E223	Sodium metabisulphite
E224	Potassium metabisulphite
E226	Calcium sulphite
E227	Calcium hydrogen sulphite
E228	Potassium hydrogen sulphite

Anti-oxidants

E320	Butylated hydroxyanisole (BHA)
E321	Butylated hydroxytoluene (BHT)

Flavourings

All flavourings unless clearly stated 'Natural' must be avoided. Flavourings do not have E numbers

Other additives that can be a problem for asthmatics or aspirin sensitive people.

E212	Potassium benzoate
E213	Calcium benzoate
E214	Ethyl 4-hydroxybenzoate
E215	Sodium ethyl 4-hydroxybenzoate
E216	Propyl 4-hydroxybenzoate
E217	Sodium propyl 4-hydroxybenzoate
E218	Methyl 4-hydroxybenzoate
E219	Sodium methyl 4-hydroxybenzoate
E230	Diphenyl
E231	Orthophenyl phenol
E232	Sodium orthophenyl phenol
E233	Thiabendazole
E234	Nisin
E235	Natamycin



personal info

ESPO National Framework Agreement

449 STREET FOOD CONCEPTS

SECONDARY COMPETITION

PART A INVITATION TO TENDER:

For the Supply of Street Foods

Name of Customer: Shropshire Council

Closing date for tenders: 12.00 pm on 02/12/2015

Customer contract reference no: IMC 187

ESPO contact name: [REDACTED]

Contact telephone no: 0116 294 4056 E-mail: [REDACTED]

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APPENDICES (SUPPLIED SEPARATELY)

Appendix A	Form of Contract and Call-Off Terms for Contracts awarded under ESPO framework agreement ref 449.
Appendix B	Tender Submission Document (to be completed and returned by tenderer).
Appendix C	Pricing Schedule in excel format (to be completed and returned by tenderer).
Appendix D	Establishment List
Appendix E	Food Additives to be avoided

TIMETABLE

Please be aware that these are indicative timescales (with the exception of the deadlines in bold below) and may be subject to change.

<u>Activity</u>	<u>Target Date</u>
Issue Invitation to Tender to all Framework Suppliers	3rd November 2015
Deadline for receiving questions	20th November 2015
Deadline for receiving Tender Responses	2nd December 2015
Evaluation	7th December 2015 – 4th January 2016
Presentations or demonstrations if required	w/c 14th December 2015
Contract Award	8th January 2016
Contract Start Date	15th February 2016

1. INTRODUCTION AND BACKGROUND

The supply and delivery of pasta concepts (pasta and base sauces) to Shropshire Council establishments and a number of sites in Herefordshire, Worcestershire, Cheshire, Walsall, Wolverhampton and North Wales as identified in the tender. The contract will commence on 15th February 2016 for an initial period of 3 years with the option to extend for a further period of up to 2 years.

- 1.1 Shropshire Council is conducting a Further Competition exercise to establish a supplier to source and distribute pasta concepts (pasta and base sauces) for Shropshire Council (hereafter referred to as the Customer). The appointed Supplier(s) will source and distribute pasta concepts (pasta and base sauces) to a number of establishments located throughout the Midlands and North Wales. The Customer is seeking a best value solution.
- 1.2 In this instance, Shropshire Council is working on behalf of The Customer.
- 1.3 (Customer) consists of approximately 190 sites where we provide a comprehensive school meals services. We offer a breakfast, mid-morning and lunch menus as well hospitality and other catering services as requested.
- 1.4 A number of establishments have committed to using the appointed Supplier(s) from the outset. A list of these participating establishments can be found in a separate attachment – Appendix D. However, as this contract covers a large number of establishments, Supplier(s) must recognise that each establishment may have differing needs in service delivery, and therefore will need to offer a degree of flexibility and tailoring. Not all sites on the establishment list will require products covered by this Further Competition exercise. Specific details will need to be discussed and agreed prior to commencement of the contract based on the particular needs of the establishment making use of the contract.

Note –sites listed as secondary in the establishment list form a large proportion of this contract. It is likely in the beginning we would only require delivery to these locations.

- 1.5 Throughout the contract period the Customer reserves the right to add or delete participating establishments (authorised users) and will proactively engage with its Members to participate in the contract on the basis that the Supplier(s) delivers a service which represents and continues to represent excellent value for money in light of current pressures on public spending.
- 1.6 Regardless of the service model proposed, Supplier(s) must establish a process of year-on-year improvement, by setting measurement tools at the beginning of each year of the Contract. This will be monitored through the KPI's (see section 2.10).
- 1.7 Supplier(s) shall carry out quarterly reviews performance in relation to the KPI's and performance levels agreed with the Customer and provide the outcome and details of such reviews to the Contract Manager, where required/requested (this shall be agreed in detail when defining the Service Level Agreement).
- 1.8 The Supplier shall aim to fulfil 100% of each authorised user's requirements but is required to meet a minimum of 98% of requests at all times. (See KPI 3 on Page 13).
- 1.9 The Terms and Conditions are already established by ESPO to underpin the Framework Agreement that is the Agreement between ESPO and the Suppliers and the Agreement between the Customers and Supplier.
- 1.10 The pricing schedule shows the current approximate annual value usage for pasta concepts (pasta and base sauces). The Customer may consider a range of options to obtain the most economically advantageous solution.
- 1.11 The estimated annual value of the Street Food Concepts contract is anticipated to be: £75,000 (based on invoiced sales 2013/2014)
- 1.12 Details of known purchases made in 2013/14 can be found in the pricing schedule.
- 1.13 It is anticipated that the successful Supplier(s) will have a range of products available to offer variety that is appealing in taste, avoids menu fatigue and responds to changes in food trends (for example Organic)
- 1.14 **QUESTIONS**
- 1.14.1 All requests for clarification and questions regarding this Invitation to Tender (ITT) should be submitted as soon as possible via our Delta Tenderbox
- 1.14.2 All questions will be recorded. A copy of all questions (with the answers) will be maintained and distributed periodically to all recipients of the ITT via Delta.
- 1.14.3 The Customer will circulate a complete list of clarification questions and answers submitted by (up to and including) 20th November 2015. Queries received after this date may not be answered.

DEFINITIONS

Customer	Means Shropshire Council or associated establishment
Authorised Users	Means the list of establishments within the Customer's organisation who are eligible to use the Contract
Authorised Officer	Means the Customer officer or nominated representative responsible for managing a Customer's establishment
Customer Contract Manager	Means the Customer officer or nominated representative responsible for managing the Contract.
Supplier Contract Manager	Means the Suppliers representative responsible for managing the Contract.
KPI	Means Key Performance Indicators which are quantifiable measurements, agreed to beforehand, that reflect the success factors of the contract. Tenders should refer to 2.10 of the Requirement
Management Information	Means files, usage records, charging information, and such other management information, as the Supplier is obliged to retain for the information of ESPO or the Customer
SLA	Means the Service Level Agreement included within the Customer Agreement.
Term	Means the period of 3 years from the commencement date plus the option of up to a further 24 months extension.

2. THE REQUIREMENT

2.1 CONTRACT PERIOD AND RIGHT TO EXTEND A Contract, will be entered into between the Customer and the successful Tenderer(s) for the 'Contract Term'. The Contract will commence on **15th February 2016** and will run for **3 Years**. Thereafter the Customer may at their discretion and by written agreement with the successful Tenderer(s) extend the Contract Term for a further period or periods totalling up to a maximum of **24 Months**.

2.2 Throughout the contract period the Customer reserves the right to add or delete participating establishments (authorised users of the Contract) and will proactively engage with its Members to participate in the contract on the basis that the Supplier(s) delivers a service which represents and continues to represent excellent value for money in light of current pressures on public spending. Tenderers should therefore note that there may be a gradual increase in demand for products and services.

2.3 VOLUME OF ORDERS The estimated total annual value of business for the Customer is **£75,000** based on known invoiced purchases made throughout **2013/2014**. This is for tenderers guidance only. The quantity contracted for shall be the quantity ordered by the authorised users. The Tenderer accepts and acknowledges that the Customer does not guarantee the number of orders that will be placed with the successful Tenderer(s) during the Contract Term.

2.4 PRODUCT SPECIFICATION

2.4.1 All successful Suppliers will be required to comply with the following:

2.4.2 The Supplier ensure all products comply with the appropriate specification(s) and / or code of practice of the British Standard Institution (or any European equivalent during the Framework term) or other industry standards as may be reasonably be required by ESPO or the Customer.

2.4.3 The Supplier shall demonstrate legal compliance at all times in terms on hygiene, safety, sourcing, manufacturing, composition, storage and distribution processes or other criteria as may be reasonably be required by ESPO or the Customer to ensure all products comply with food standards and food safety legislation.

2.4.4 The Supplier must be able to provide products that conform to all Government Buying Standards (UK) in force at the time (see [www.defra.gov.uk/sustainable/government/advice.](http://www.defra.gov.uk/sustainable/government/advice/))

The Government Buying Standards for Food set out recommendations for public bodies in respect of food procurement. The standards cover: sustainability (in respect of all aspects of food production and supply); animal welfare; ethical trading; use of organic production methods; environmental standards and nutritional standards. These standards (as reviewed and revised periodically) shall apply in respect of all products supplied and activities carried out under the Framework. The criteria agreed by central Government Departments, along with further information and guidance can be found on the Defra Sustainable Development Website <http://sd.defra.gov.uk/advice/public/buying/products/food/>

2.4.5 The Supplier shall ensure that business operations conform to Good Industry Practice and that products comply with the appropriate specifications in respect of origin, traceability, animal welfare, ethical sourcing, environmental protection or other

industry standards as may be reasonably be required by ESPO or the Customer for example, but not limited to those supported by the Agriculture and Horticulture Development Board (www.ahdb.org.uk) and Campden BRI Food and Drink Research Services (www.campdenbri.co.uk) It is anticipated that the Supplier will have a formally documented policy to support products that conform to standards of provenance e.g. Red Tractor, Food for Life, Fairtrade (or equivalent) that verify standards of good agricultural practice and supportive of long term sustainability.

- 2.4.6 The products supplied must not include any of the colours/additives contained in the list in appendix E. Any synthetic colours/additives, of the type listed, that are contained in any product supplied must be declared to the Contracting Authority in writing and permission obtained from the Contracting Authority in advance of supply.
- 2.4.7 All goods supplied under this arrangement must not contain genetically modified ingredients. A written assurance must be given to this effect. In addition, the foodstuffs (or their constituents) must comply with the Novel Foods and Novel Food Ingredients Regulations 1997, and also EC Regulations No 248/97 and 1139/98.
- 2.4.8 The Supplier shall have a food safety management system, which is based on the principles of Codex Alimentarius Hazard Analysis Critical Control Point (HACCP) to establish documentation concerning all which shall be documented, maintained, implemented and continually improved. The system will have a scope appropriate to the range of business activities to be covered, including documented procedures or specific reference to them and describing the interaction of the related processes.
- 2.4.9 The Supplier shall have a clear, concise and documented food safety policy statement and objectives that specifies the extent of the organisation's commitment to meet the safety, legality and quality needs of its products.
- 2.4.10 The Supplier shall ensure that comprehensive records are maintained in accordance with the food safety management system and specifically in respect of the records required in accordance with the HACCP assessment.
- 2.4.11 The Supplier shall have an internal audit system in place in relation to all systems and procedures, which are critical to product safety, legality and quality.
- 2.4.12 The Supplier shall ensure that all procedures for the determination and implementation of corrective action in the event of any non-conformance relating to product safety, legality and quality are prepared and documented.
- 2.4.13 The Supplier shall ensure that comprehensive specifications are maintained, authorised and regularly reviewed. The Supplier must be able to provide a full product specification, upon reasonable request by ESPO or the Customer that provides a full declaration of contents, composition and nutritional data. The Supplier must be able to demonstrate a system whereby this data is kept current and can be supplied within reasonable timescales (typically within 48 hours of request).
- 2.4.14 The Supplier shall operate procedures for the selection, approval and continued monitoring of its suppliers, which are critical to product safety, legality and quality.
- 2.4.15 The Supplier shall maintain procedures and systems for the control of purchasing and any contracted services, which are critical to product safety, legality and quality.
- 2.4.16 The Supplier shall maintain appropriate procedures and systems to ensure the identification, at any stage of processing or production and any out sourced product, ingredient or service.

- 2.4.17 The Supplier shall maintain and implement effective incident management procedures for product withdrawal and recall. The procedure shall be regularly tested to ensure its effectiveness and a record of the test and any necessary corrective action retained.
- 2.4.18 The Supplier shall develop, maintain and implement an effective system, for the management of product complaints to ensure that any product withdrawn or recalled is either suitably disposed of so as to ensure it cannot re-enter the food chain or is suitably treated or reworked to ensure it complies with food safety requirements.
- 2.4.19 The Supplier shall develop, maintain and implement an effective system, for the management of service complaints including corrective actions.
- 2.4.20 The Supplier shall maintain a sampling plan to ensure that product and ingredient analysis critical to the confirmation of product safety, legality and quality is undertaken. The analysis shall conform to recognised standards and shall be undertaken by a laboratory that has gained and maintained recognised laboratory accreditation, e.g. UKAS.
- 2.4.21 The Supplier shall ensure appropriate controls are put in place to eliminate or minimise the risk of metal or other physical contamination (for example stones from the field, stalks, and insects). The Supplier shall identify the need for metal or other detection equipment as part of their HACCP assessment. The HACCP assessment shall identify those steps or stages which are critical and establish critical limits for detection having regard to the nature of the food and the process.
- 2.4.22 To support Customer choice and contract monitoring the Supplier must endeavour to ensure that all goods are labelled in accordance with EU and UK legislation including details of species, product origin, nutritional values, allergens, or such other such product composition information as may reasonably be required by ESPO or the Customer. Whilst acknowledging the 0.9% limit for accidental or unavoidable contamination, foodstuffs that by regulation require the words 'Genetically Modified' to be included on the label should not be delivered under this Agreement where specifically requested by the Customer.
- 2.4.23 Where products and services are provided to schools or education establishments in England (where products are supplied to schools in Scotland, Wales and N. Ireland, that products should be in line with their particular school food standards). The Supplier must supply products which comply with, and support schools to meet, the school food legislation applying to school food provision, or Voluntary Food and Drink Guidelines for Early Years Settings in England (as appropriate). Further details and guidance on good practice are available from the Children's Food Trust website: www.childrensfoodtrust.org.uk/learningnetwork
- 2.4.24 Where products and services are provided to Social Care establishments the Supplier must support the Customer to meet the standards applying to food provision as published by NACC (National Association of Care Catering) www.thenacc.co.uk Nutritional Recommendations for Traditional Non-Therapeutic Meals.
- 2.4.25 The Supplier shall supply products which comply with and support the Customer to meet the Department of Health Public Health Responsibility Deal <https://responsibilitydeal.dh.gov.uk> targets where appropriate, for instance providing products that satisfy salt reduction targets, trans fat reduction targets, and information on calorie content.

2.4.26 The Supplier must endeavour to ensure all goods are packed and wrapped sufficiently well to protect the goods from damage and contamination during storage and delivery. The Supplier shall where reasonably practicable ensure that all packaging is as environmentally friendly as possible and is capable of being recycled or is biodegradable where this does not compromise food safety.

2.4.27 It is anticipated that the successful Supplier(s) will have a range of products available to offer variety that is appealing in taste, avoids menu fatigue and responds to changes in food trends (for example Organic). Customers accessing this Framework include those in education, non education, the workplace, corporate, hospitality, leisure and healthcare and the products supplied must meet a range of expectations. Tenderers should indicate the products proposed for supply and the delivered prices that will apply at Appendix 5 and include a full electronic Brochure tendered price.

2.5 SERVICE SPECIFICATION

2.5.1 For the avoidance of doubt neither ESPO, nor the Customer shall be responsible for any Products / Services that are delivered by the Supplier and are not the subject of an order. The Customer will disclaim all responsibility for goods delivered and left on the premises by the Supplier unless a signed receipt is obtained from the person authorised to receive them.

2.5.2 The Products to be supplied under this Framework Agreement shall be delivered to the place specified in the order, in such quantities or numbers, and at such times as the Customer shall specify from time to time in the order, Implementation Plan and in accordance with the terms of this Framework Agreement. Unless otherwise agreed in writing by the Customer, the Supplier shall use its best endeavours to ensure timely performance of the service.

2.5.3 The Supplier shall ensure that the Products meet the requirements of the Specification and where the purpose for which they are required is indicated in the order, either expressly or by implication, be fit for that particular purpose.

2.5.4 For the avoidance of doubt, it shall be a condition of the Framework Agreement that the Supplier shall comply in all respects with the requirements set out in the Specification within the Invitation to Tender, except where any such requirements are explicitly varied in writing and such variation is agreed between the Supplier and the Customer.

2.5.5 Goods should be delivered to the place specified by the establishment placing the order (usually the kitchen) and into the care of the authorised officer.

2.5.6 Education establishments will require deliveries throughout 40 weeks of the year but a number may require deliveries throughout 52 weeks.

2.5.7 Typically deliveries made to education establishments should not be made before 8.30am and not after 2.00pm unless agreed with the Customer. The delivery times and schedule will be agreed with the Customer at the point of contract award.

2.5.8 Acceptable termly restarts for education establishments are considered a critical service and the Supplier will be required to make start up deliveries which may be different to the normal delivery day, typically on nominated cleaning days. For the avoidance of doubt the procedure for start-up deliveries and after Bank holiday deliveries will be agreed between the Supplier and the Customer prior to the start of Contract.

- 2.5.9 Non education establishments (including the workplace, corporate, hospitality, leisure and healthcare) will require deliveries throughout 52 weeks of the year.
- 2.5.10 Any goods reasonably rejected by a client of any Customer on food safety grounds shall be replaced and must not be redelivered to any other establishments. This includes but is not limited to food which is deemed to be unfit or sub-standard, inadequately protected or packaged. This instruction will be confirmed by the Customer in writing at the time or as soon as practicable.
- 2.5.11 The Supplier shall at all times supply the exact type, quality or brand of goods ordered. Any alternative type, quality or brand must not be supplied without prior approval of the Customer. In the event of supplies ordered not being available at the time of delivery, the Supplier shall immediately inform the Senior Officer of the ordering establishment and the authority, in order that alternative arrangements may be made.
- 2.5.12 The Supplier must ensure all vehicles are equipped and/or all drivers provided with a mobile telephone or other means of radio communication to permit urgent messages to be conveyed effectively.
- 2.5.13 The Customer reserves the right to add or delete participating establishments throughout the Framework period.

2.6 RECEIPT OF GOODS AND CORRECTIVE ACTION

- 2.6.1 The receiving establishment shall notify the Supplier(s) of any shortages by the end of the next working day. Notwithstanding this, there will be no time limitation, within reason, on notification of faults that could not reasonably have been detected at time of delivery (e.g. faulty goods within a sealed carton).
- 2.6.2 The Supplier(s) will rectify any KPI failure (including delivery shortages or faulty goods) within 2 working days of being aware of the failure unless agreed otherwise with the Authorised Officer. The Authorised Officer may require more immediate rectification for items that are critical to the catering operation.

2.7 ORDERS, INVOICES, PRODUCT LISTS /ORDER FORMS / CATALOGUES - GENERAL REQUIREMENTS

- 2.7.1 Ordering procedures will be agreed with the Customer/authorised user prior to the Contract award, but typically the requirements are as follows:
- 2.7.2 The authorised user may wish to place orders by telesales and the Supplier(s) is expected to produce a tele-ordering book to be used for reference.
- 2.7.3 The content of the tele-ordering book if required will be agreed between the Supplier(s) and the Customer / authorised user as part of the Contract Implementation Plan
- 2.7.4 Orders may also be placed by fax or e-mail.
- 2.7.5 Upon request the Supplier(s) shall be able to accept orders electronically from the Customer/authorised user using current XML standards or another format mutually agreed between the Customer and Supplier(s).
- 2.7.6 The Supplier(s) is required to record the establishment code number on all correspondence, delivery notes, invoices etc. and where a telephone order is received the Supplier(s) will record a reference number from the Establishment.

- 2.7.7 Each delivery must be accompanied by a priced delivery note (mandatory) and as a minimum it must show (in addition to the information identified in paragraph 2.7.6 above) the date, establishment name, prices, count and a full and clear description of the products supplied. Invoices raised in respect of these delivery notes must be for the same value as the delivery note; must quote the delivery date and reference and be **sent direct to the ordering establishment**.
- 2.7.8 Invoicing procedures will be agreed between the Supplier(s) and the Customer/authorised user prior to the commencement of the Contract. It may be a requirement that the authorised user will require electronic invoicing. Where electronic invoices are used the Supplier must transmit these to the authorised user using XML standards or another mutually agreed format. (see 2.7.12)
- 2.7.9 Only itemised invoices are acceptable.
- 2.7.10 Throughout the Contract Term the Customer / authorised user may wish to move to a more robust control process system for invoicing which will involve the requirement for electronic delivery of invoices and credit notes. If appropriate the Supplier(s) shall accept payment through a procurement card or other electronic method of payment and be able to accept Orders sent in electronic format using XML standards or another format mutually agreed with the Customer/authorised user.
- 2.7.11 Electronic Data –all XML data exchange shall conform to the current approved standards set out by the Business Application Software Developers Association (BASDA).
- 2.7.12 The Supplier(s) must offer the provision of consolidated invoicing systems, whereby all deliveries made during the period of a week are invoiced by means of a single invoice forwarded to the Customer. The Customer will require the consolidated invoice to be forwarded to (Customer) Head Office (Invoicing procedures will be agreed at Contract Award). Acceptance of Consolidated Invoices does not infer that the individual priced delivery notes are not subject to claim.
- 2.7.13 The consolidated invoice must show, by means of an attached statement or other agreed document, the breakdown of charges, deliveries and credits notes. Suppliers will be required to provide consolidated invoices in electronic format as well as hard copy. As a minimum the data will include reference to delivery note, credit note, order note, site reference number, site name, product code, product description, units delivered, value and VAT.
- 2.7.14 No administration, documentation or late payment charges will be applied to any order.
- 2.7.15 Upon request the Supplier(s) shall provide ESPO the Customer and authorised user with an electronic price file and/or teleordering book, and/or catalogue and maintain this throughout the Contract period including details of discounts, unit prices, and the VAT status of each product.
- 2.7.16 Any financial liability remains with the Supplier(s) and they will be responsible for collecting payment from the Customer / authorised user.
- 2.7.17 All invoices submitted by the Supplier(s) will be paid by the Customer /authorised user within 30 days of the invoice date, unless other terms are agreed, provided they are accurate and clearly state the Order number and/or contract reference number attributed by the establishment.

2.7.18 Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice.

2.7.19 All Charges are exclusive of VAT which shall be added to invoices at the prevailing rate.

2.8 CONTRACT PRICING AND VARIATION OF PRICING

2.8.1 The basis of the Contract shall be the tendered delivered price as quoted by the Supplier (s) within the Pricing Schedule and the Full Electronic Brochure submitted as part of their tender, which is calculated to cover all expenses (and profit) incurred by the Supplier(s) in the procurement and distribution of the goods.

2.8.2 Delivered prices shall be held fixed for the periods of 4 months nominally in line with school terms and the following school holiday. Price variations will therefore only apply in September, January and April.

2.8.3 Price variations will be limited to a maximum value not exceeding the Retail Price Index as published by the Office of National Statistics.

2.8.4 Price decreases derived from market forces will be passed onto the Customer at the earliest practicable opportunity.

2.8.5 Proposed alterations to prices shall be submitted to the Customer for approval not less than 6 weeks (42 days) in advance of the effective date. Price alterations will be subject to negotiation. No price increases will be considered or accepted unless accompanied by written request incorporating tangible justification and evidence.

2.8.6 The Supplier acknowledges and agrees that the pan government collaborative procurement agenda encourages sharing of information and best practice between local authorities and that Framework Agreement performance will be robustly benchmarked. Special pricing (or better) offered to other Public Sector organisations should also be made available under this Framework Agreement based on identical volume requirements or product specifications.

2.8.7 Benchmarking will be undertaken on a monthly basis. The Supplier(s) will be required to support a benchmarking system. In the event that the exercise reveals prices to be uncompetitive in comparison to other Public Sector Contracts the Supplier acknowledges that this Contract may be subject to further market engagement earlier than anticipated and that no action for loss of opportunity or profit shall lie against ESPO or the Customer in those circumstances.

2.9 METHOD OF TENDERING PRICING

2.9.1 Tenderers should enter prices in the Pricing Schedule as their delivered price

2.9.2 For the purposes of evaluation and comparison. Tenderers must also submit their full general product list that must be priced, applicable to the week commencing 15th February 2016. This general product list must be in electronic format Excel compatible and include the product codes

2.9.3 The prices should be expressed as sale units that are usually full cases. However splitting of cases may be required on some product lines.

2.10 CONTRACT PERFORMANCE REVIEWS AND KEY PERFORMANCE INDICATORS

2.10.1 The Framework agreement requires Suppliers to attend contract performance review meetings and for the avoidance of doubt, attendance at such meetings will be at no

cost to the Customer. The Customer should state the frequency, venue etc of such reviews and any other related requirements

- 2.10.2 Management information shall be required by the nominated contract manager of the Customer. Management information should include detail as described in 2.10.5 below and supplied at a time scale to be agreed before the contract start date. For the avoidance of doubt, provision of management information will be at no cost to the Customer.
- 2.10.3 The Customer will evaluate performance in respect of the Supplier's ability to consistently meet agreed Key Performance Indicators ("KPI's").
- 2.10.4 The Supplier(s) will send the appropriate personnel to Contract review meetings with the Customer (as specified by the Authorised Officer) as a collective or individual site which will focus in detail on the Services delivered to the Customer.
- 2.10.5 Typically, during the Contract mobilisation period there may be a need to increase the frequency of meetings but after this period it is anticipated that a bi-monthly review meeting will take place. In addition to meetings the Supplier(s) is expected to keep in contact with the Customer by telephone and or email on a regular basis and no less than fortnightly. For the avoidance of doubt, attendance at such meetings will be at no cost to the Customer.

KEY PERFORMANCE INDICATORS
Information supplied by both Suppliers and the Customer forms the KPI's of the contract. The KPI's shall apply to the full contract period and the definition will remain the same. Tenderers should note that this will form an integral part of this contract and will be rigorously monitored. For the avoidance of doubt, provision of management information will be at no cost to either ESPO or the Customer/Establishments.
KPI 1 SALES MANAGEMENT INFORMATION
The Supplier(s) shall provide Management Information to ESPO and the Customer on a monthly basis for the duration of the contract. The information must be supplied via email and be capable of being interrogated using Microsoft Excel. The exact format will be agreed with the successful Supplier(s) prior to the start of the contract. The minimum requirements are outlined below.
The quantity of Products purchased (cases and splits) during the preceding month(s) by;
Contract or non-contract line
Volume
Product Code
Product Description
Invoice Value
Unit of Measure
Sales Unit
Current price and invoice value of each product for each month and year to date
The Supplier(s) will be required to submit a full price file as applicable to the Customer
The Supplier(s) will be required to submit copy Order forms as used by the Customer
KPI 2 BENCHMARKING AND TREND ANALYSIS
The pan government collaborative procurement agenda encourages sharing of information and best practise between local authorities and the wider public sector. Contract pricing performance will be robustly benchmarked by the Customers throughout the contract period.
KPI 3 DELIVERY AND QUALITY PERFORMANCE REPORTS
The Supplier(s) will be required to supply the Customers with information that provides details of deliveries to maintain a service performance in accordance with the following criteria.

In summary the following service level is the minimum expected; Orders delivered on specified delivery date and time (98%) and 98% Product availability
Information in support of how these figures have been calculated maybe requested by the Customers to include the following factors
Total number of orders delivered in full
No of late deliveries outside agreed window i.e. time and day.
Number of orders with any rejection due to damage.
Number of orders with any rejection due to errors.
Number of orders with any rejection due to quality.
Quantity of each product rejected due to damage.
Total quantity of orders delivered.
KPI 4 INVOICE, DELIVERY AND CREDIT NOTE ACCURACY
Throughout the contract period the Customers will check a representative sample of invoices using an electronic invoice checker to determine pricing accuracy. Typically this will be done each month against the preceding month's sales. The pricing accuracy should be 99.5%
KPI 5 RETROSPECTIVE REBATE PAYMENTS
ESPO and the Customers will monitor that the rebate payments are paid timely and accurately.
KPI 6 ACCOUNT MANAGEMENT
The Supplier(s) will send the appropriate personnel to each Review meeting with the Customers which will focus in detail on the service delivered. The frequency of the review meetings will be determined in accordance with the Customers requirements at the time when the contract is awarded. Typically during the contract mobilisation period there may be a need to increase the frequency of meetings but after this period it is anticipated that a monthly review meeting will take place for the first 4 months of the contract and bi monthly thereafter. In addition to meetings the Supplier(s) is expected to keep in contact with the Customers by telephone and or email on a regular basis and no less than fortnightly throughout the contract period. For the avoidance of doubt, attendance at such meetings will be at no cost to either ESPO or the Customers.
KPI 7 SUSTAINABILITY
The Supplier(s) will be required to produce an annual report to provide details of <u>annual</u> improvements (from the award of the contract) regarding sustainability performance within your company. The details required will be agreed at the award of the contract.
KPI 8 CONTINUOUS IMPROVEMENT
The Supplier(s) will be required to submit details of complaints received in respect of product quality or service delivery including the remedial actions taken.
The Customers and the Supplier(s) will monitor Invoice accuracy, Price file accuracy, the resolution of pricing issues, and the resolution of operational difficulties including the quality of response.
The Supplier(s) will be expected to work with the Customers to suggest possible improvements in efficiency that can be achieved in processing transactions, including order receipt, payments etc.
KPI 9 SUPPLIER(S) ACCREDITATION AND DEVELOPMENT
Successful Suppliers will be expected to continuously work with the Customers to maintain robust standards of quality assurance including but not limited to audits by third party organisations. e.g. BRC, STS, CMI (or equivalents) and maintain standards of provenance e.g. Red Tractor (or equivalents) Suppliers are expected to comply with the Government Buying Standards.

3. THE PROCUREMENT PROCESS

3.1 PROCEDURE

- 3.1.1 Shropshire Council on behalf of the Customer is running a further competition exercise under ESPO Framework reference 449 for the supply and distribution of pasta concepts (pasta and base sauces) using this invitation to tender.
- 3.1.2 Full instructions on how to prepare and submit tenders are also given in the Guidance Notes and Instructions to Tenderers that follow.

3.2 EVALUATION OF TENDERS

- 3.2.1 The evaluation will be conducted in accordance with the evaluation criteria given below.
- 3.2.2 The table indicates the percentage weightings which will be applied to each of the criteria.
- 3.2.3 Tenderers should note that regardless of a bid's overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the intended outcome, then grounds will exist to exclude the bid from further consideration.

3.3 AWARD CRITERIA (ALL LOTS)

- 3.3.1 Tenderers will be evaluated using the following price and non-price scoring methods to determine the most economically advantageous tender.

The weightings are as follows:

Price	50 %
Non Price	40 %
Qualitative Assessment	10 %

After the price and non-price criteria have been marked, a maximum of 3 highest scoring bids will then be selected to have their product assessed under the criteria outlined by the Qualitative Assessment

Tenderers will be given additional marks for this and added to their price and non price marks to give a final score.

- 3.3.2 The total Price score added to the Non-Price score and Qualitative Assessment score will give the Grand Total of points scored and the contract will be awarded to the tenderer with the highest points.

3.3.3

SUMMARY	Maximum points
PRICE AWARD CRITERIA	
Price Schedule – Delivered Prices of Products	150
Electronic Brochure	Information Only
Commercial terms – Terms of supply of equipment and point of sale	50
Commercial terms – Discount for prompt payment	25
Commercial terms – Minimum delivery charge	25
PRICE MAX 250 POINTS	250
NON PRICE AWARD CRITERIA	
<p>The products and service requirements are outlined in the Specification. Tenderers are required to provide evidence showing how their service meets the requirements in Appendix B – Section 6 (Method Statement). The Tenderers evidence must give satisfactory assurances that the Supplier has the ability of both managing the Framework Agreement effectively and maintaining records of the business carried out under this Framework Agreement.</p>	
Practical Service	50
Implementation	15
Routings and Logistics	20
Overall Contract Management	80
Sustainability	25
Reporting Monitoring and Development	10
NON-PRICE MAX 200 POINTS	200
QUALITATIVE ASSESSMENT	
Qualitative Matrix	50
QUALITATIVE MAX 50 POINTS	50

3.4 PRICE AWARD CRITERIA (50%)

	Section Weighting %	Instruction	Evaluation Method
Price Schedule – Delivered Prices for the sample list of products	60	Tenderers should complete the Price Schedule Appendix C (Basket of goods)	The tenderer with the lowest “total price for basket of good” will be awarded 150 marks and the other submissions will be awarded scores on a pro rata basis. This price will be calculated by multiplying your price quoted by the estimated annual usage given in appendix C.
Electronic Brochure		Tenderers should supplement and substantiate the above information by submitting their product catalogue.	Tenderers must submit their full product list in an electronic format (XLS, XLSX), which is priced as their Tender Framework.
Terms of supply of Equipment and Point of Sale	20	Tenderers should complete the Commercial Terms.	The tenderer with the most advantageous offer will be awarded 50 marks the other submissions will be awarded scores on a pro-rata basis.
Discount for prompt payment	10	Tenderers should complete the Commercial Terms.	The tenderer with the most advantageous offer will be awarded 25 marks. The other submissions will be awarded scores on a pro-rata basis.
Minimum Delivery Charge	10	Tenderers should complete the Commercial Terms.	The tenderer with the most advantageous offer will be awarded 25 marks. The other submissions will be awarded scores on a pro-rata basis.

3.5 QUALITATIVE ASSESSMENT (10%)

3.5.4 The Qualitative evaluation of a selection of products will be undertaken by the evaluation team to support the price (quantitative) and non price evaluation. Food products will be tested for quality by the evaluation panel. A selection of products will be assessed in raw and cooked state as applicable. The matrix below will be used to score the evaluation. The score given to each organisation for each attribute will reflect all tested products. The organisation with the highest scoring product will receive the full marks available for this section (50) with the other (selected) companies receiving a mark proportional to their score given.

3.5.5 It is not practical, possible or appropriate to test the whole potential range of products. Depending on the bids received it is envisaged that approximately 5 product samples will be called for.

3.5.5.1 The products shall be labelled with normal commercial markings and in accordance with the Food Labelling Regulations.

3.5.5.2 All goods must be clearly marked with a best before date, all bar-coding information and country of origin.

3.5.5.3 For the avoidance of doubt product samples will be submitted at no cost to ESPO or the Customers.

3.5.5.4 The individual criterion will be scored as illustrated below and be representative of all products samples called for:

Attribute	Very Poor Scores 1	Poor Scores 2	Satisfactory Scores 3	Good Scores 4	Very Good Scores 5
1. APPEARANCE			✓		
2. TEXTURE				✓	
3. SMELL				✓	
4. TASTE				✓	
5. NUTRITION			✓		
SUB TOTALS			6	12	
Maximum criterion score = 25					
Maximum Section score = 10					

3.6 Non-Price (40%)

3.6.1 Non-price will be evaluated as follows:

- 3.6.1.1 The requirements for the solution are outlined in Section 2. The Requirement, and Tenderers are required to respond to how their proposed solution meets the requirement by answering the questions posed.
- 3.6.1.2 The 40% available for non-price is divided up into sections and each section has a weighting, which is illustrated in section 3.6.5 as well as the Tender Submission Document.
- 3.6.1.3 The response to each question will be scored on a scale of 0-5 (0 being no answer, 1 being poor and 5 being excellent). The score will be multiplied by the weighting to create a total weighted score. These will be totalled for the relevant section, and a section score will be arrived at. The final non-price score will be calculated by adding all the section scores together.

1	Poor response giving rise to major concerns
2	Weak response, causing significant concerns
3	Good response but with some minor weaknesses
4	Generally excellent response in most respects
5	Excellent response exceeding expectations

- 3.6.2 It is possible, but not guaranteed, that presentations, interviews or reference site visits may be held as part of the process whereby the winning Tenderer is identified. The right is nonetheless reserved to seek additional information or clarification at any stage, which may include requesting meetings with bidders to clarify elements of the submissions, if appropriate.
- 3.6.2.1 Upon conclusion of the evaluation of tenders, the highest scoring Tenderer, based on the evaluation criteria listed above, will be awarded the contract. All parties will be advised of the final outcome in writing.
- 3.6.3 The Customer does not bind itself to accept the lowest or any tender.

Question	Criterion	Question Weighting	Maximum Question Score	Maximum Points
1 PRACTICAL SERVICE DELIVERY Maximum Section Score = 50 POINTS				
Q1.1	Please set out in detail how you will deliver the products required by the Contract, clearly demonstrating your processes for stock management to ensure the right products are available in the right quantities when orders are placed.	3	5	15
Q1.2	Please explain the arrangements in place that ensure efficient deliveries take place. Please also set out (1) how replacement stock is delivered, (2) how rejected stock is handled, returning goods. Your response should include reference to (a) products damaged during transit and (b) delivery discrepancies e.g. non-conformity to agreed specification, quality, or quantity requirements, contamination, outward damage, shortfall etc. Bidders using third pay distributors should describe (i) Key Performance Indicators in place to measure Service Delivery Levels and (ii) how the third party account will be managed to ensure delivered service levels to the [insert details] are consistently met.	7	5	35
TOTAL		10		50
2 IMPLEMENTATION Maximum Section Score = 15 POINTS				
Q2.1	Please provide details of how you would implement a contract with Shropshire Council, including timeframes and you should make clear in your response what your organisation will do and at what stage, including the resource that is required to successfully mobilise this contract.	3	5	15
TOTAL		3		15
3 ROUTINGS AND LOGISTICS Maximum Section Score = 20 POINTS				
Q3.1	Please provide a draft delivery schedule that demonstrates how deliveries would be made in line with Shropshire Council's specified delivery window(s).	4	5	20
TOTAL		4		20
4 OVERALL CONTRACT MANAGEMENT AND STAFFING Maximum Section Score = 80 POINTS				
Q4.1	Shropshire Council requires a category management approach through a single point of contact. Please provide a statement how you ensure invoice pricing is accurate and how you ensure Shropshire Council are fully aware of the price they will be paying for goods, your methodology for informing	6	5	30

	Shropshire Council of the impact of price variations. Your answer should include how you would pass on any immediate cost savings to the Customer, how pricing errors are rectified giving an indication of time scale, how you collate and issue price files and your procedures for delisting products, and sourcing comparable alternatives, complaints handling.			
Q4.2	Please provide details of how you ensure that the service provided continues to either meet or exceed the KPI's stated with Part A – Invitation to Tender.	2	5	10
Q4.3	Please indicate any products or services you provide that may add value to this contract and help enhance the quality of the service we provide to our clients. For example this can be the supply of organic products when required.	8	5	40
	TOTAL	16		80
5 SUSTAINABILITY Maximum Section Score = 25 POINTS				
Q5.1	Please provide a statement that explains your company policy on Corporate Social Responsibility	5	5	25
	TOTAL	5		25
6 REPORTING MONITORING AND DEVELOPMENT Maximum Section Score = 10 POINTS				
Q6.1	Please describe the range of Management Information reports that can be provided to Shropshire Council in support contract performance.	2	5	10
	TOTAL	2		10
TOTAL				
		40		200

4. GUIDANCE NOTES AND CONDITIONS OF TENDER

4.1 GENERAL

- 4.1.1 In submitting a proposal in response to this Invitation to Tender, Tenderers do so, on the conditions specified or referred to herein and on the following express conditions which shall be paramount, and in the event of any breach thereof Shropshire Council shall be entitled to determine any Arrangement made pursuant to such tender and to claim damages accordingly.
- 4.1.2 Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers, when making their offer.
- 4.1.3 Information supplied by Shropshire Council (whether in this document or otherwise) is supplied for general guidance in the preparation of Tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. Shropshire Council cannot accept responsibility for any inaccurate information obtained by Tenderers.
- 4.1.4 Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.
- 4.1.5 The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
- 4.1.6 Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.
- 4.1.7 Neither Shropshire Council nor the Customers (sites on the establishment list) shall be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations, demonstrations or by any Tenderer who fails to respond by the deadline set.

4.2 TERMS AND CONDITIONS

- 4.2.1 The Customer may choose to add any local special conditions of contract as required, as long as there are no material differences from those terms already agreed. In any such cases (where special conditions are used) it is advisable that the Customer draws the Suppliers attention to any such additional clauses.
- 4.2.2 Any contract awarded pursuant to this Invitation to Tender will be subject to the Terms and Conditions of Contract as agreed as part of the Framework Agreement entered into with Shropshire Council.

4.3 ACCEPTANCE OF TENDER

- 4.3.1 Shropshire Council does not bind itself to accept any offer resulting from this Invitation to Tender but reserves the right to accept all or any part of your offer.
- 4.3.2 Upon conclusion of all the above stages, a formal contract will be entered into between the Customers and the successful Tenderer. The Contract will be as per the terms and conditions that apply to the Customers which is part of the original Framework Agreement established between the Suppliers and ESPO.

5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER

Submitting your tender

The deadline for returning tenders is **noon on Friday 4th December 2015**, any tenders received after this time will not be accepted

Tenders are to be submitted through Delta, our electronic tender portal

- o Please ensure that you allow yourself at least three hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
- o **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- o Tenders are received by post, facsimilie or email
- o Tenders are received after **12 noon on the given deadline**

Completing the invitation to tender

To enable evaluating officers to assess fully the tenderer's suitability, all of the information requested in this invitation to tender must be provided. Failure to complete the tender submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:

- (i) Please answer every question.
- (ii) 500 word limit to each answer (including any referencing to additional attachments).
- (iii) Questions must be answered in English.
- (iv) When posed with Yes / No questions, please either circle your answer or delete as applicable.
- (v) All other questions will require you to input text or numbers, or to tick boxes.
- (vi) Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
- (vii) If the question does not apply to you please write N/A; if you don't know the answer please write N/K.

Only the information contained within this invitation to tender or otherwise communicated in writing by Shropshire Council to the tenderer should be considered when submitting your tender.

Any information and/or documents submitted on or with this tender must relate to the tenderer only - the tenderer being the organisation which it is proposed will enter into a formal contract should their tender be successful. (All responses and submissions provided by the tenderer will form part of that contract). Shropshire Council may seek further clarification from the tenderer following submission of completed forms where required.

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In the event that two or more organisations are acting together to apply to tender for the contract, then the lead organisation must complete the tender, making clear the members of the consortium and the role each party will fulfil. However, Shropshire Council reserves the right to require the other members of the consortium to provide additional information as requested. In the event a consortium tender is successful the Council will enter into a formal contract with the lead organisation (on behalf of all of the consortium partners).

References are not sought from tenderers at this stage, but Shropshire Council reserves the right to take up references as part of any due diligence exercise undertaken prior to contract award.

Format of Tender Submission

Tenderers are required to complete all of the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc). **In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, except as may be expressly requested or are necessary to properly present your offer.**

Appropriate supporting documents as may form an element of your tender submission should be uploaded, attached and submitted together with the tender response.

You should complete and submit all schedules in Part B of this document, namely:

1. Tenderers Contact Details
2. Response to Requirement and Specification. Compliance with Specification.
3. Tendering Declaration
4. Freedom of Information Exclusion Schedule
5. Pricing Schedule and Commercial Terms
6. Response Specification (Method Statements).

The declaration must be signed by a director, partner or other senior authorised representative in her / his own name and on behalf of the organisation. The details contained in each tenderer's response may be specified in any contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.



[REDACTED]
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Plantation House
Milber Trading Estate
Newton Abbot
Devon
TQ12 4SG

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 6th January 2016

Dear Bidder

**ESPO NATIONAL FRAMEWORK AGREEMENT
IMC 187 – STREET FOOD CONCEPTS**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer under the above framework as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 18th January 2016.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the contract after the expiry of the standstill period.

The award criteria for this tender was set out in full in the Invitation to Tender with price accounting for 50% and non-price for 40% and qualitative assessment for 10% of the total marks.

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Your Rank (out of all 2 tenders received)
Price - Price Schedule – delivered prices of products	■	■
Price - Commercial Terms	■	■

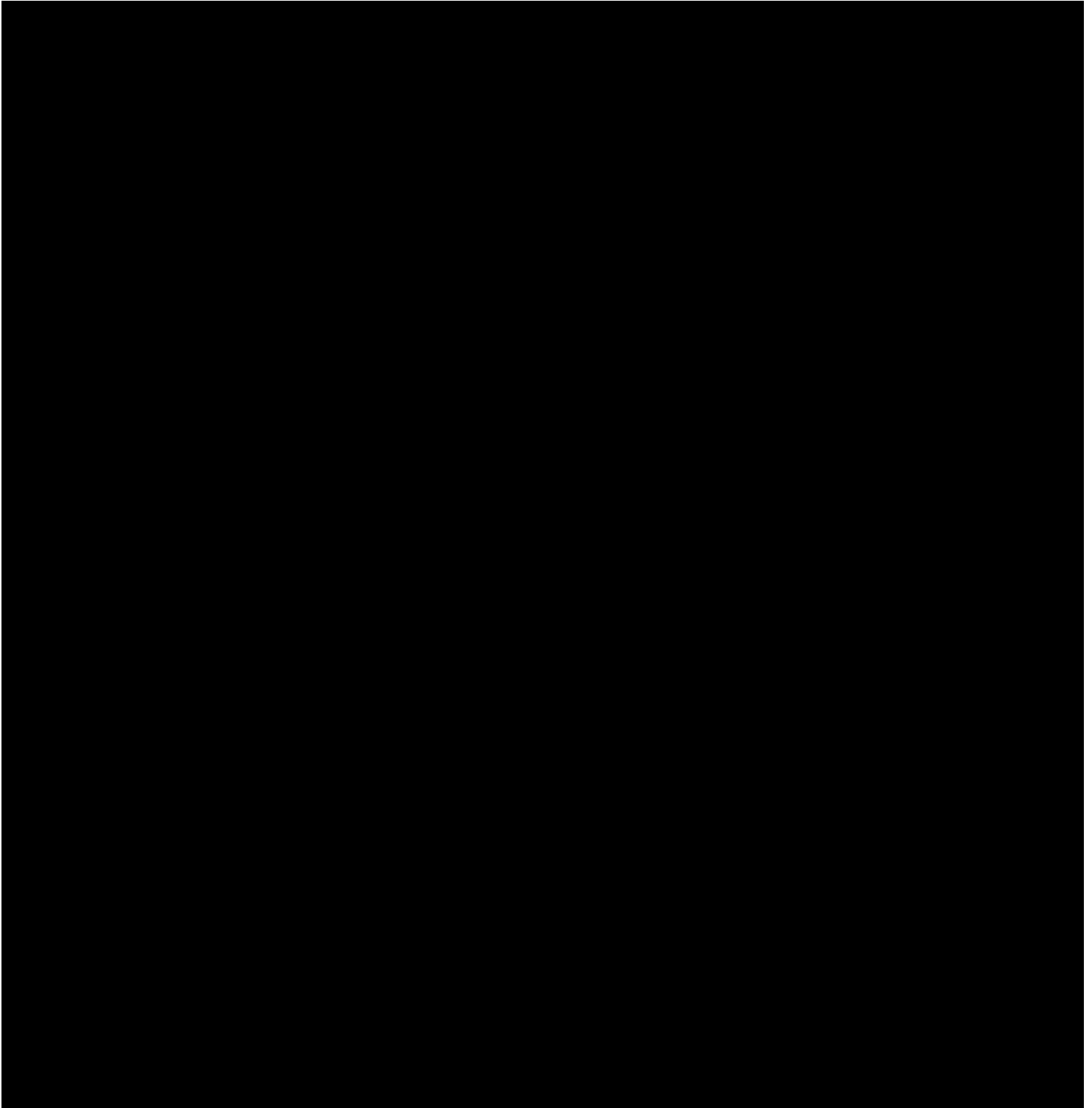


commercial info

– Terms of supply of equipment & point of sale		
Price - Commercial Terms – Discount for prompt payment	■	■
Price - Commercial Terms – Minimum delivery charge	■	■
Non Price	■	■
Qualitative Assessment	■	■
TOTAL	■	■

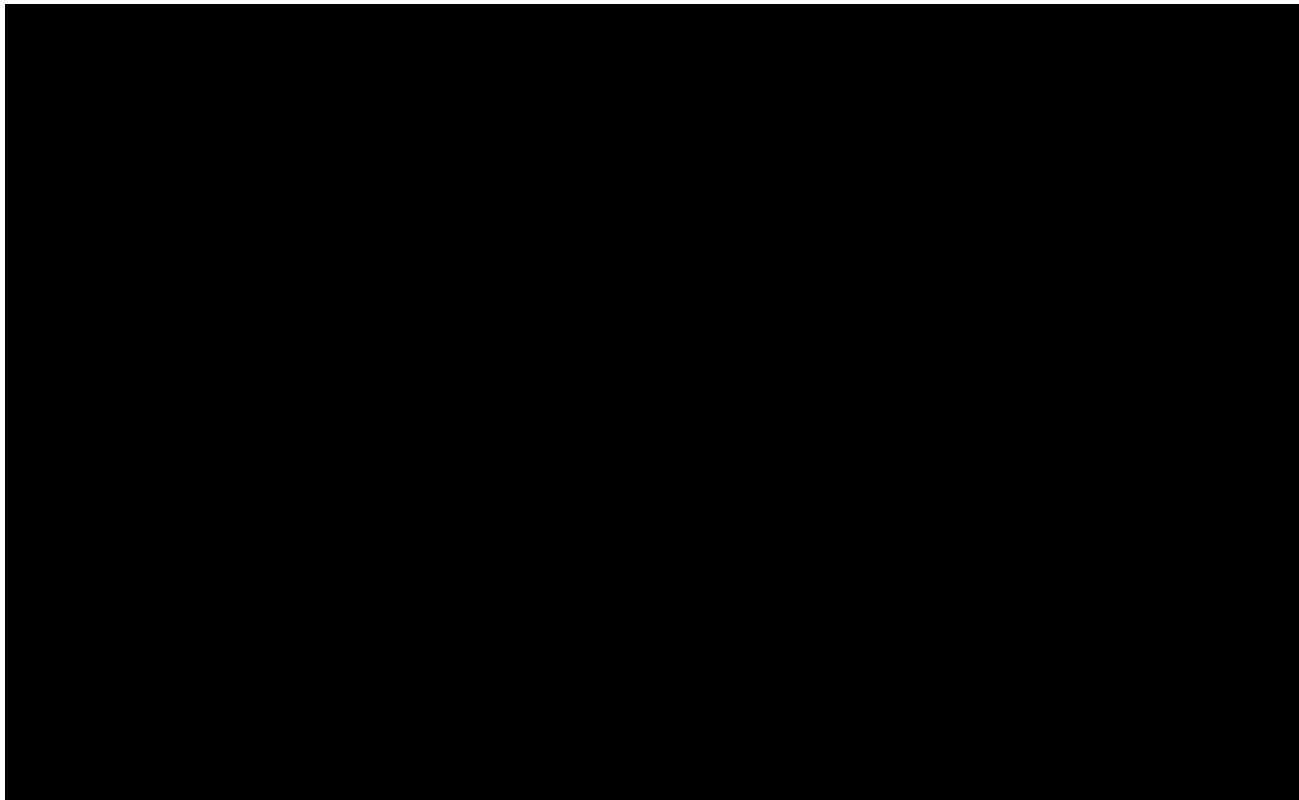
Please find details of the marks allocated to you for the Non-price Assessment and reasoning behind the marks as follows:-

commercial info



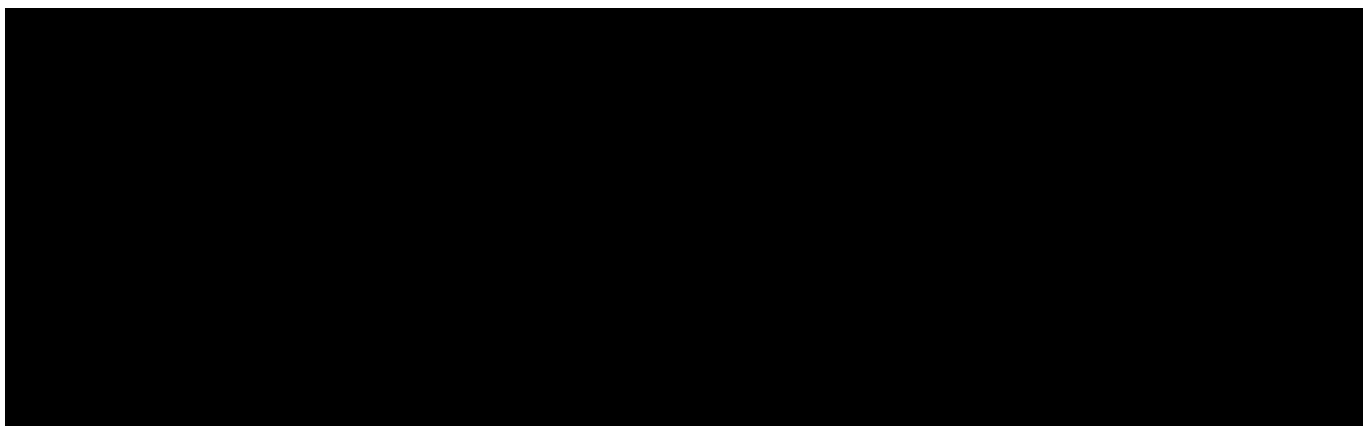
Please find details of the marks allocated to you for the Qualitative Assessment and reasoning behind the marks as follows:-

commercial & personal info



We will be in touch with you again at the end of the standstill period.

Yours faithfully



Shire Services

Shire Services