

Invitation to tender

Attachment 1a - Framework Schedule 1 (Specification)

**RM6279** – Buying Better Food and Drink

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**RM6279 Food and Drink Specification**

**Glossary**

The following definitions shall apply to this Framework Schedule 1 (Specification) and are supplemental to those set out in Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **Agreed Delivery Day** | means the agreed delivery schedule indicating the days of the week on which deliveries may be made to Buyers premises in respect of the various Products and as agreed between the Buyer and the Supplier during the Buyer onboarding process; |
| **Allergenic Ingredients** | means those substances or products causing allergies or intolerances as listed in [Annex II of Regulation (EU) No 1169/2011 of the European Parliament](https://www.legislation.gov.uk/eur/2011/1169/annex/II) and of the Council on the provision of food information to consumers, as amended from time to time; |
| **Alternative Product** | Means a Product which:   * Is a pre-approved alternative product provided as a short-term replacement for a Product which is unavailable when ordered; and * Is different to the product it is replacing but which can be used in a comparable way by the Buyer; |
| **Buyer** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Buyer Authorised Users** | means an employee or other representative of the Buyer appointed by the Buyer from time to time and authorised by the Buyer to place Orders for Goods under the terms of a Call-Off Contract; |
| **Buyer Service Support** | means the support services provided by the Supplier to the Buyer in accordance with Section 10 of this Specification; |
| **Buyer Unique Line** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Catalogue** | means the directory of Products which the Supplier shall make available for Order by Buyers; |
| **Category** | means a group of Products belonging to industry standard categories (e.g Dairy), as confirmed by CCS from time to time (and Food Category shall bear the same meaning); |
| **Click and Buy** | where the Buyer may choose from a range of Products that fall within Categories that are Catalogue Items and Core Line Items from within the Food and Drink Solution and are provided an instant price; |
| **Common Health Entry Documents** | means the official document used in the UK to pre-notify the arrival of live animals (excluding pets), live animal products and products of animal origin intended for import to or transit through the UK from third countries including the EU; |
| **Core Working Hours** | Core Working Hours for the purpose of this Framework Contract are as follows 08:00 to 17:00 GMT (or BST as appropriate) Monday to Friday. These are the hours the Food and Drink Solution must be open to Buyers and free from maintenance and upgrades; |
| **Dashboard** | a tool used for information management and business intelligence, that visually tracks, analyses and displays Performance Indicators, metrics and key points to monitor the health of a business, sales of the Goods, the use made of the Food and Drink Solution and/or for other specified purposes; |
| **Delivery Options** | means the options agreed between the Supplier and the Buyer as part of onboarding as further described in section 8.4.6; |
| **Direct Delivery** | means the delivery of BUL Supplier Goods direct from a BUL Supplier to the Buyer where the same is agreed between a Supplier and a Buyer in accordance with Annex A to the Call Off Special Terms; |
| **Distribution Centre** | means a warehouse for the storage of Goods which is owned or operated by or on behalf of the Supplier for the delivery of the Goods under the terms of a Call-Off Contract which may be managed by the Supplier (Managed Centres) or managed through a sub-contractor (Subcontracted Centres); |
| **Defra Balanced Scorecard** | Means the document published by the Department for the Environment, Food and Rural Affairs, which provides a framework for groups or individuals buying food or catering services for the public sector to evaluate the cost of those services, as further described at <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/419245/balanced-scorecard-annotated-march2015.pdf> |
| **Deliverables** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Delivery Point** | means the point (of which there may be more than one (1)) within each site to which the Supplier may be required to deliver an Order according to the Buyer requirements; |
| **Emergency** | Means a business critical situation which is not reasonable foreseeable by the Buyer such as a fire, explosion, serious power failure, flood, bursting of water apparatus or pipes, riot or serious disorder; |
| **Feedback** | information provided by CCS and/or Buyers, regarding their comments, concerns, queries and additional requirements regarding the Food and Drink Solution, Goods, Delivery, a supply chain Subcontractor and/or any other aspect of the workings of the Framework Contract or Contract or any Order under a Contract; |
| **Food & Drink Solution** | means the solution described by the Buyer for the Deliverables (including the Portal) as set out in Framework Schedule 2 (Framework Tender); |
| **Good Industry Practice** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Government Buying Standards for Food and Catering or GBSF** | Are the minimum mandatory Government Buying Standards (GBS) that all government departments and their related organisations must make sure they adhere to when buying food. Wider public sector are also encouraged to specify these standards in tenders; |
| **Handling Fee** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Immediate** | without any intervening time, at once, instantly, and “**immediately**” shall be construed accordingly; |
| **IT Health Check** | IT Health Check (ITHC) supporting guidance can be found at: <https://www.gov.uk/government/publications/it-health-check-ithc-supporting-guidance/it-health-check-ithc-supporting-guidance>. |
| **Locally Produced Food** | is food produced/grown within the same region as it is consumed, or the neighbouring county. Multi-ingredient products must contain at least 50% ingredients produced in the local region. |
| **Management Information** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Non-Catalogue Requests** | Means when a Buyer requests a Product(s) that is not listed in the Catalogue; |
| **Orders** | shall have the same meaning as the term “Portal Order” in Joint Schedule 1 (Definitions); |
| **Payment Card Industry Standard Security Scheme or PCI DSS** | an information security standard for organisations that handle branded credit cards from major credit card schemes; |
| **Portal** | The purchasing system that buyers will be granted access to and will use to view their full ordering profile and place orders. |
| **Product(s)** | Means a product which is available for Buyers to order and listed in the Catalogue (and which for the avoidance of doubt is referred to as “Goods” in the Framework Agreement and Call Off Contract); |
| **Quarterly Business Review (QBR)** | is a quarterly review meeting held once every three (3) Months between the Supplier and Buyers and/or CCS. It is conducted to discuss performance against the Framework Contract or Contract, which for the avoidance of doubt shall form part of the relevant (once in each quarter) Supplier Review Meeting in accordance with Framework Schedule 4 (Framework Management); |
| **Security Architecture** | is a unified security design that addresses the necessities and potential risks involved in a certain scenario or environment. It also specifies when and where to apply security controls. Further detail can be found in Section 27; |
| **Security Assurance Statement** | a statement of security assurance is issued by CCS security team once a level of assurance has been gained from The Supplier with regard to the security of our assets through the lifetime of a contract and beyond; |
| **Security Management Plan** | a document that captures the security related processes and governance that are designed to keep the Food and Drink Solution secure and will be defined in partnership with and signed off by the CCS Security Architecture team; |
| **SME** | an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises; |
| **Social Value** | means the provision of social value as further described in section 21 of this Specification; |
| **Standards** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Subcontract** | shall have the meaning given to it in Joint Schedule 1 (Definitions) and subcontracting shall be construed accordingly; |
| **Subcontractor** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Subcontractor Product Specification** | Means the full and detailed documentary information relating to each Product made available for Order by the Subcontractor, which shall be, at a minimum, sufficient to enable the Supplier to populate the Catalogue; |
| **Substitute Product”** | Means a product which:   * Is provided as a short-term replacement for a Product which is unavailable when ordered; and * Falls within the same category of Product as the product it is replacing and is a like for like comparison and comparable in nature to the same Product; |
| **Supplier** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Supply Chain Manufacturer** | shall have the meaning given to it in Joint Schedule 1 (Definitions); |
| **Traceability** | means traceability as defined in General Food Law |

# **Introduction**

* 1. Crown Commercial Service (CCS) is seeking to establish a single Lot supplier Framework Contract, with an SPV, lead or single Supplier, for the provision of food and drink Products.
  2. The purpose of this Framework Schedule 1 (Specification) is to set out the intended scope of Deliverables that the Supplier will be required to make available to Buyers under this Framework Contract.
  3. In addition, this Framework Schedule 1 (Specification) will describe any specific standards applicable to the Deliverables.
  4. The Supplier shall be responsible for accepting Buyer Orders digitally, by telephone or alternative agreed means, identifying, vetting and maintaining an approved supply chain of Subcontractors / Supply Chain Manufacturers , quality control, fulfilling Buyer’s Orders, invoicing Buyers, paying Subcontractors / Supply Chain Manufacturers and ensuring delivery of the Products to the agreed destination(s)/ Delivery Points .
  5. The contract, through the supply chain, will support redirecting Public Sector food spend into the regional economy. It will give Public Sector Buyers options to source Locally Produced Food, with assured food safety and quality standards that meet the Government Buying Standards for Food and Catering (GBSF) as a minimum.
  6. The Supplier shall have the legal responsibility to ensure that the food they (or their supply chain) prepare or sell is safe for the consumer to eat, and shall be responsible for all due diligence and food safety assurance for Buyers via independent accreditation, as recommended by Department for Environment, Food & Rural Affairs (Defra) / Food Standards Agency (FSA) to British Retail Consortium (BRC), STS, Safe and Local Supplier Approval (SALSA) or Food Safety System Certification (FSSC) 22000 accreditations.
  7. The Supplier shall be able to demonstrate farm to fork traceability.
  8. Suppliers will confirm with the supply chain the appropriate food accreditations they require e.g., BRC or SALSA
  9. The contract will support Public Sector Buyers in meeting carbon net zero goals and supporting sustainable (local) food production.
  10. The Supplier shall be responsible for developing and monitoring procurement plans to increase the supply chain diversity and sourcing from sustainable sources. This shall include Buyer education on food seasonality and responsible sourcing, with commercial opportunities maximised from seasonal crop flushes as a minimum.
  11. The Supplier shall be responsible for demonstrating how their investment in local communities is building measurable social value benefits. This shall include food education projects in schools and Buyers having regular access to food producers as a minimum.
  12. The Supplier shall support Buyers at all stages of the contract from pre-order selection to post-delivery.
  13. The Supplier shall ensure potential supply chain companies can become Supply Chain Manufacturers to this contract at any time.
  14. The duration of the contract is two (2) years with an option to extend for two (2) periods of twelve (12) months (2+1+1).
  15. CCS expects to work with the Supplier to continue to evolve the agreement over the life of the contract. During the term of agreement, the density of food producers will be increased to meet Buyer demand, to offer increasing Buyer choice of products and sourcing locations.
  16. The core requirements of the Supplier of the Framework Contract shall include:
      1. Provision of a Supplier hosted system (Portal) with a supply chain of approved Supply Chain Manufacturers to provide a range of food and drink Products to satisfy Buyer needs;
      2. Provision of a robust stock and inventory management system to minimise risk of Products being unavailable when ordered;
      3. Onboarding Buyers to the Food and Drink Solution (and Portal) in line with CCS’s accepted standards and systems as per but not limited to Section 8 and 9;
      4. Provision of a suitably resourced and dedicated team to provide support including; the continuous maintenance and expansion of the Catalogue of Products offered within the Food and Drink Solution, (in collaboration with the supply chain), supply chain registrations, Buyer registration process, Buyer queries and ongoing contract management;
      5. Management and resolution of all Buyer queries, including those related to using the Food and Drink Solution and complaints handling as a result of placing Orders;
      6. Responsibility for contract logistics (receipt of Products from Subcontractors, Product storage, Order picking and delivery; or receipt and transmission of Orders for direct deliveries from Supply Chain Manufacturers to Buyers) of all Products purchased by Buyers via the Food and Drink Solution;
      7. Promotion and marketing of the Framework Contract across eligible contracting authorities who may wish to purchase Products under it; and
      8. Provision of Management Information to Buyers and CCS including reporting on spend and Buyer behaviour as further detailed in Section 24.

# **Food and Drink Solution Features and Functionality Overview**

* 1. The Supplier shall include the following mandatory features, capability and functionality within the Food and Drink Solution. Details of the mandatory features and functionality are contained, as applicable, in each of the appropriate sections in this Specification:
     1. the Supplier shall provide a **marketplace style platform** (Portal); where all Products are accessed through a consistent user interface entirely hosted by the Supplier, in accordance with Section 3;
     2. the Supplier shall provide **Service availability,** in accordance with Section 4;
     3. the Supplier shall perform **system maintenance and upgrades**, in accordance with Section 5;
     4. the Supplier shall be responsible for **supply chain selection/ approval and onboarding**, in accordance with Section 6;
     5. the Supplier shall be responsible for the **management of the Supply Chain Manufacturers** including, maintaining robust supply chainprocesses and procedure, in accordance with Section 7;
     6. the Supplier shall be responsible for **Buyer onboarding** to the Food and Drink Solution Portal with a simple set up, creating a Buyer profile to capture their requirements in accordance with Section 8
     7. the Supplier shall capture the **Buyers reporting requirements**, , in accordance with Section 9;
     8. the Supplier shall provide **Buyer Service Support** to deal with enquiries, issues and complaints, in accordance with Section 10;
     9. the Supplier shall **collate and publish a Catalogue** of food and drink Products via the online Portal for Buyers use, in accordance with Section 11;
     10. the Supplier shall ensure **all Products comply with all relevant legal requirements**  and the minimum quality standards in accordance with Section 12;
     11. the Supplier shall ensure that the Products and services provided comply with the relevant **quality assurance standards,** in accordance with Section 13;
     12. the Supplier shall provide the Buyers with **prices for the Goods** based on their requirements and be able to provide quotes for non-standard Products requested by Buyers, in accordance with Section 14;
     13. the Supplier shall **receive, collate and process Orders on behalf of Buyers**, within an agreed timescale, in accordance with Section 15;
     14. the Supplier shall **arrange delivery** of Buyer Orders and shall consolidate Orders into one (1) delivery, where feasible by sending multiple Products together, in accordance with Section 16;
     15. The Supplier shall facilitate **Direct Deliveries** from SMEs providing Buyer Unique Lines, in accordance with Section 17;
     16. the Supplier shall provide **Alternative and Substitute Products** for Buyers in accordance with Section 18;
     17. the Supplier shall **administer all applicable refunds** to Buyers and **manage any Product Recalls** in accordance with Section 19;
     18. the Supplier shall ensure that Products produced or manufactured outside of the UK comply with the **ethical sourcing requirements** detailed in Section 20;
     19. the Supplier shall deliver **Social Value requirements** in accordance with Section 21
     20. the Supplier shall be responsible for the **management of all payments,** in accordance with Section 22;
     21. the Supplier shall set up **system testing and Implementation activities** in accordance with Section 27;
     22. the Supplier shall provide dedicated Supplier Staff to provide Framework Contract **Account Management activity** in accordance with Section 23;
     23. the Supplier shall provide CCS with **Management Information and reports** regarding Orders, Products, and the Buyer usage journey in accordance with Section 24;
     24. the Supplier shall ensure the Food and Drink Solution continues to provide **value for money** for Buyers through a process of continuous improvement. The offering shall have the capability to improve functionality and usability, following use and feedback from Buyers and CCS. The Supplier shall make recommendations to CCS for system improvements to the functionality and usability throughout the duration of the Framework Contract in accordance with Section 25;
     25. the Supplier shall be responsible for **marketing** the Framework Contract to potential Buyers in accordance with Section 26;
     26. the Supplier shall provide **security** requirements in accordance with Section 27. This will include providing security assurance in accordance with Section 27.1, ensure the Supplier meet security objectives and outcomes in accordance with Section 27.2, comply with any Breach of Security in accordance with Section 27.3, conduct security testing in accordance with Section 27.4, and ensure compliance with all data security standards in accordance with Section 27.5;
     27. the Supplier shall comply with **offshoring** requirements in accordance with Section 28;
     28. the Supplier shall ensure compliance with the **data privacy** impact assessment in accordance with Section 29;
     29. the Supplier shall establish **Business Continuity and Disaster Recovery (BCDR)** Plans and processes in accordance with Section 30;
     30. the Supplier shall provide **exit and transition plans** in accordance with Section 31;

# **Digital Requirements**

* 1. The Supplier shall provide an online ordering system, the Portal, which is to be accessible to Buyers via the CCS website
  2. The Portal must allow Buyers to
     1. independently set up an account
     2. add an unlimited number of Buyer Authorised Users to that account;
     3. to add or remove Products easily to a shopping cart
     4. tailor their shopping carts to be individual or shared
     5. place Orders autonomously;
     6. allow Buyers to receipt Orders once received;
     7. allow Buyers to provide feedback on the quality of products and other Delivery considerations; and
     8. access support if needed
  3. Products selection should be via
     1. a Catalogue of user-friendly lists and/ or drop-down menus,
     2. a preferences list, including Buyer Unique Lines;
     3. previous purchases; and
     4. a general text search function (which is intuitive and based on a comprehensive Product organisation and classification system)

all of which should be supported by

* + 1. appropriate images, descriptions and guidance for the Product.
  1. The Food & Drink Solution must;
     1. make clear to Buyers that the portal is provided under a CCS Framework (using the CCS logo where agreed with CCS);
     2. display the link to the shopping cart on all screens
     3. be available during Core Working Hours;
     4. be updated and maintained outside Core Working Hours
     5. be scalable to adapt to changes in demand (Buyer, Buyer Authorised Users and Products),
     6. clearly display the use of any cookies and to be in compliance with ICO guidance which can be found at:

https://ico.org.uk/for-organisations/guide-to-pecr/guidance-on-the-use-of-cookies-and-similar-technologies

* + 1. be accessible through all supported internet browsers and the Supplier shall monitor access to ensure that the Food and Drink Solution is accessible;
    2. be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations to ensure the system is fully accessible to all Buyers including people with impairments in accordance with;

<https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>

* + 1. be able to integrate with Buyer ERP Systems where requested with support and assistance from the Supplier and in collaboration with the Buyer. The Supplier shall have no restrictions on its ability to integrate with Buyer’s ERP systems including but not limited to widely used Systems such as those provided by SAP, Oracle, Jaggaer and OpusCapita. The Supplier shall consider any request for integration with Buyer ERP Systems and provide a response to the Buyer and CCS in the same instance within thirty (30) Working Days of the initial request. The resultant integration project will be completed within sixty (60) days of agreement, or within a timeframe agreed with the Buyer and CCS in accordance with the framework award form.
    2. During the lifetime of this agreement CCS and / or Buyer(s) may migrate purchasing to an e-commerce environment. Engagement and the Supplier shall ensure that the Buyer is able to place Orders and the Supplier shall accept Orders in the event that the Buyer changes their purchasing approach.
    3. The Supplier shall agree to the Government wide [digital strategy](https://www.gov.uk/government/publications/uks-digital-strategy)
    4. The Supplier may be required to register with shared, or Buyer specific, procurement platforms during the lifetime of the agreement, such as:
       1. Registration on CCS' [Public Procurement Gateway](http://identify.crowncommercial.gov.uk/) (PPG)
       2. Registration on a Buyer's Purchase to Pay (P2P) system
  1. The Supplier shall also
     1. arrange for, and provide evidence of, independent audit of accessibility to WGAC2.1AA standards, ensuring accessibility compliance remediation has been completed in advance of CCS's Go Live checks.
     2. arrange for, and provide evidence of, an IT Health Check (pen test) as at Section 27, prior to CCS's Go Live checks. Any required remediation would be logged in a remediation tracker and sent to the nominated CCS representative.
     3. provide Buyers with contact details of a support team who will take Orders by phone or email and then raise the Order on the Portal on their behalf and email confirmation of the Order and all relevant details to the Buyer within one working day of Order acceptance.

# **Service Availability**

* 1. The Supplier shall ensure that the Food and Drink Digital Solution is available twenty-four (24) hours a day, three hundred sixty-five (365) days per year (or three hundred sixty-six (366) in a leap year), excluding any scheduled outages for system maintenance and/or system upgrades, that will be conducted outside Working Hours 08:00 to 17:00 GMT (or BST as appropriate) Monday to Friday (“**Core Working Hours**”) (also see Section 5.2.1 below) and where previously agreed with CCS.

# **Maintenance and Upgrades**

* 1. The Supplier shall ensure that scheduled maintenance and upgrades on the Food and Drink Solution are carried out with minimum disruption to the Service.
  2. Maintenance and system upgrades:
     1. shall occur outside Core Working Hours of 08:00 to 17:00 GMT (or BST as appropriate) Monday to Friday; and
  3. A notification message shall be placed on the Food and Drink Solution at least forty-eight (48) hours in advance of any scheduled maintenance and/or system upgrades.

# **Supply Chain Selection/ Approval and Onboarding**

* 1. The Supplier shall be responsible for the selection/ approval and onboarding of the Subcontractors and Supply Chain Manufacturers within its supply chain.
  2. **Supply chain selection & approval**
     1. Opportunities to join the supply chain shall be available across the whole of the UK and shall be open and continue throughout the Contract Period of the Framework Contract.
     2. It is anticipated that registration requests will be received from a variety of sources including, but not limited to:
        1. the Suppliers’ own/ current supply chain;
        2. a Buyers’ current supply chain;
        3. a Supply Chain Manufacturers identified by a Buyers’ for a specific product; and
        4. independent Subcontractors / Supply Chain Manufacturers
     3. The Supplier is responsible for ensuring that the registration process is simple, quick, and accessible to all interested Subcontractors / Supply Chain Manufacturers (paying particular attention to SME’s)
     4. The Supplier shall consider all Buyer’s Unique Line suggestions/ supply chain requests.
     5. The Supplier shall communicate with Buyers, to keep them updated on progression of such requests as applicable.
     6. The Supplier shall have sufficient resources to accommodate and manage Subcontractor / Supply Chain Manufacturers selection/ registration requests within 5 days of receipt by the Supplier.
     7. The Supplier should only progress Subcontractors / Supply Chain Manufacturers which meets the Supplier standards and terms as stated in Section 7.9.
     8. The Supplier shall report on the number of requests in progress, approved, and not approved to CCS, on a quarterly basis as per Section 24.
     9. The Supplier shall ensure that the Subcontractor / Supply Chain Manufacturers selection and assessment process and criteria used includes the following as a minimum:
        1. Subcontractors / Supply Chain Manufacturers must accept the Supplier’s terms and conditions of contract (“**T&Cs**”). A copy of the Supplier T&Cs will be shared with CCS before Go Live by sending them to: info@crowncommercial.gov.uk;
        2. Compliance with all relevant UK Laws, including GDPR, labour laws (including the Modern Slavery Act 2015), HMRC Tax, Health and Safety, laws relating to Prohibited Acts (including the Bribery Act 2010) and RoHS II (Restriction of Hazardous substances), as well as compliance with Standards, including all relevant UK ISO standards, Environmental standards and the avoidance and recovery of Packaging Waste;
        3. Compliance with applicable Government Buying Standards for Food and Catering, compliance with these is a prerequisite to the Supplier permitting supply chain Subcontractors / Supply Chain Manufacturers registration, further details can be found online at:

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>

* + - 1. Suitability - Adherence to the Supplier code of conduct which can be found at;

<https://www.gov.uk/government/publications/supplier-code-of-conduct>

* 1. **Supply Chain Onboarding** 
     1. The supplier shall be responsible for onboarding all Subcontractors / Supply Chain Manufacturers .
     2. The Supplier shall formalise the relationship with the supply chain Subcontractors / Supply Chain Manufacturers , including terms for a contract and performance requirements, and shall be mindful of utilising appropriate and proportionate documentation to facilitate the process.
     3. The onboarding process is to include, agreeing the following as a minimum
        1. Agreeing the list of Products to be available to Buyers
        2. Identifying and agreeing accreditation and other similar requirements
        3. Establishing the Service Level Agreement (SLA) for, but not limited to; descriptors (including weight/ quantities), prices amendments, lead times, quality controls, delivery, performance indicators, invoicing, and payments, etc.
        4. Adding agreed Products to the Portal Catalogue
        5. Promoting the new Supply Chain Manufacturer and their products to Buyers
        6. Agreeing and establishing the Contract Management requirements (including reporting) in accordance with Section 7
        7. Reporting requirements, information, frequency and format in accordance with Section 24
  2. Where the Subcontractor is providing Buyer Unique Lines (solely or in addition to other Products), any Product specific SLA requirements; such as but not limited to, direct deliveries, handling costs and quality assurance, will also be part of the onboarding process

# **Management of the Supply Chain**

* 1. The Supplier shall be the primary point of contact for all of its Subcontractors / Supply Chain Manufacturers , and shall be responsible for managing, controlling, and maintaining all relationships throughout the Contract Period of the Framework Contract and each Contract.
  2. The Supplier shall have sufficient resources to effectively manage its supply chain throughout the Contract Period of the Framework Contract and each subsequent Buyer Contract;
  3. The Supplier shall ensure that the varying needs of Buyers shall be considered throughout the applicable Contract Period, and shall provide Buyers with enough choice (across all geographical areas within the UK and production / sourcing capability) and access to a sufficient number of food and drink producers, which together are able to offer the breadth of Products required.
  4. The Supplier shall have processes in place to manage fluctuations in demand, (e.g., promoting seasonal products, seasonal planning and sufficiency of supply chain, for perishable Products,) ensuring that key supply chain dependencies are continuously monitored to ensure continuity of supply throughout the Contract Period of the Framework Contract and each Contract.
  5. The Supplier shall proactively support the government’s SME agenda and positively encourage, market and support SMEs to become part of its supply chain (this includes setting performance indicators that are realistic and useful).
  6. The Supplier shall provide support to SMEs where necessary to ensure the required standards for quality, delivery and Product information are fully met.
  7. The Supplier shall effectively manage the performance of its supply chain (through a range of Supplier – supply chain agreed Performance Indicators)
  8. to ensure the required Standards are met, including the following as a minimum:
     1. On time delivery of Products (with the exception of direct deliveries see section 17); and
     2. The Supplier shall monitor the performance of the supply chain with appropriate processes in place to ensure the quality of the Products supplied to Buyers are of a satisfactory quality, fit for purpose, free from defects and meet the description and specification of the Product as described within the Food and Drink Solution.
     3. The Supplier shall operate and ensure all Supply Chain Manufacturers operate Traceability systems in accordance with the General Food Law which requires traceability to be established at all stages of the food chain. The Supplier shall maintain records and appropriate internal procedures that ensure they can fully trace all Products throughout its supply chain from the original source to the point at which Products are delivered to the Delivery Points.
  9. The Supplier shall, throughout the life of the Framework Contract and each Contract, monitor all Supply Chain Manufacturers that are registered and approved to ensure that they continue to hold the required accreditations and are therefore suitable and able to supply the Food and Drink Solution and offer their Products to Buyers.
  10. The Supplier shall provide a report on the number of Subcontractors / Supply Chain Manufacturers in the supply chain, and their status; e.g., active or suspended, and whether they are SMEs in accordance with Section 24.

# **Buyer Onboarding to the Food and Drink Solution**

* 1. The Supplier shall be responsible for the onboarding of Buyers to the Food and Drink Solution. Buyers, may vary in size and scale; for example, Buyers may have only one (1) Buyer Authorised User or may have a large number of Authorised Users
  2. Before onboarding to the Portal,
     1. The Supplier and Buyer shall conclude and execute a legally binding Contract between the Buyer and Supplier for the provision of Products during the Contract Period of the Contract
     2. As part of that contract, the Buyer shall confirm that once the Supplier has accepted an Order from a Buyer Authorised User the Order is a legally enforceable contract
  3. As part of the onboarding process, the Supplier shall:
     1. Agree an initial list of Buyer sites and Delivery Points
     2. Document any site restrictions, unloading or equipment requirements for each of the Delivery Points to ensure it is capable of compliantly and safely completing deliveries
     3. work with each Buyer to prepare and set up a Buyer profile that captures their specific buying requirements; including
        1. creating Product lists, preferences and filters for ordering Products;
        2. creating links to preferred Subcontractors / Supply Chain Manufacturers to aid in accessing Buyer Unique Lines and related options
        3. agree the Buyer’s preferred invoicing and payment methodology
        4. ensure all accreditations required by the Buyer are identified and included within their profile
        5. provide appropriate training and support to both individual Buyer Authorised Users and wider Buyer teams (e.g., finance) to ensure an efficient and easy onboarding and user experience;
  4. The Food and Drink Solution shall have the following mandatory features and functionality
     1. Unique Buyer profiles linked to their own organisation;
     2. Storage of Buyer’s data and information securely, ensuring that the data cannot be accessed by other Buyers or third parties;
     3. The ability to allow the Buyer to set up unlimited Buyer Authorised Users
     4. The ability for Buyer Authorised Users to easily identify Buyer Unique Lines.
     5. The ability for Buyers to select a convenient delivery date, time or frequency of each Order, based on Supplier/ Subcontractor pre-agreed Delivery Options for each Product, e.g.,
        1. Standard Delivery 2-5 days, or a requested Delivery Date
        2. AM, PM, or 4 hour delivery slots
        3. Single, daily or weekly
     6. The ability to propose suitable, alternative Substitute Products for consideration by the Buyer where the selected Product is not available on the requested Delivery Date
     7. The ability to maintain a record of all Orders placed which is easily accessible by Buyers.
     8. Be capable of scalability to accommodate nationally the number of Buyer logins; and
     9. enable Buyers to, once an account is set up, order items independently without the necessity of support from the Supplier.
  5. The Supplier may be required, to assist with the administration of the Orders, to create separate location identifiers for different Delivery Point(s) within a Buyer site (if more than one) and shall ensure that its Buyer service staff are familiar with these identifiers.

# **Buyers’ Requirements**

* 1. Buyers shall be able to specify their requirements for using the Food and Drink Solution.
  2. The Food and Drink Solution shall have the capability to intuitively support Buyers to fulfil their requirements.
  3. **Buyer Portal Options**
     1. Order requirements – Buyer Authorised Users may order Products as an when needed
     2. Placing Orders – Buyers may choose between telephone and digital ordering (Portal or email), or a mixture
     3. Portal pricing – the Portal will show pricing dependent on the nature of the Product and what was agreed at Buyer onboarding;
     4. Orders options – Buyers shall be able to specify their delivery requirements to the Supplier e.g. frequency, day of delivery and time.
     5. Preferred Subcontractors / Supply Chain Manufacturers – Buyers shall be able to identify preferred Subcontractors / Supply Chain Manufacturers for specific Products and equally, to prevent Subcontractors / Supply Chain Manufacturers receiving Orders for specific Products, where there have been repeated performance complaints
     6. Favourites lists – Buyer Authorised Users shall be able to create a list of preferred or frequent requirements, or similar
     7. Baskets – Buyer Authorised Users shall be able to save items to be delivered from a range of Subcontracts to their own basket so that they can purchase them or amend them at a later time.
     8. Order management – Buyer Authorised Users shall be able to view (and re-order) their previously purchased or most frequently purchased items;
  4. **Buyers Reporting Requirements**
     1. The Supplier shall, when requested by the Buyer, provide accounting information, in a format and frequency agreed between the Buyer and the Supplier, including:
        1. account information,
        2. total spend,
        3. spend per category,
        4. spend per item,
        5. spend by Subcontractor
        6. number of Orders placed,
        7. price information
        8. Feedback on delivery performance, e.g. failed deliveries, wrong products etc. (to be agreed as part of the onboarding process)

# **Buyer Service Support**

* 1. The Supplier shall be the single point of contact for Buyers throughout the Contract Period of the Framework Contract and each Buyer Contract
  2. The Supplier shall provide,
     1. a process whereby Buyers can provide feedback on the Products and the Food and Drink Solution performance;
     2. an escalation route for Buyers; and
     3. timely updates to Buyers on the progress of queries and proposed resolution of issues as detailed in Sections 10.7 to 10.9.
  3. The Supplier shall ensure a Buyer Service Support point of contact is available from Monday to Friday, 08:00 to 18:00 GMT (or BST as appropriate) excluding UK bank holidays to support Buyer queries, including but not limited to registration, purchasing, managing accounts, returns, deliveries and system difficulties on the Food and Drink Solution. The Supplier shall ensure that an out of hours point of contact, who may be reached outside of the normal hours of Service, at weekends and on Bank Holidays is also available to Buyers.
  4. The Buyer Service Support shall include a non-premium rate number for Buyers to contact. The Supplier shall be responsible for the cost of its own inbound and outbound calls. The Supplier shall ensure that the Buyer Service Support point of contact can accept enquiries raised by telephone calls, emails or online help.
  5. The Supplier shall ensure that all Buyer Service Support personnel are effectively trained to equip them with a clear understanding of both the Suppliers obligations and any potential issues and constraints that may apply to some Buyer organisations. This is to ensure they ask appropriate questions to ensure the information gathered from the call provides the operator with enough information to effectively capture all requirements in detail and that they are able to respond and close down issues within the call.
  6. The Supplier shall enable the status of all requests to the Buyer Service Support point of contact to be tracked at each stage of the process, including but not limited to, issue/query identified, issue/query rectified and request closed out.
  7. All Buyer issues and enquiries relating to the Food and Drink Solution, including registrations and system functionality, shall be dealt with by the Supplier.
  8. All issues and enquiries shall be logged and acknowledged within one (1) Working Day.
  9. All issues or enquiries shall be resolved within five (5) Working Days of the original issue or enquiry being made, unless otherwise agreed with the Buyer.
  10. The Supplier shall ensure that adequate and appropriate resources are available at all times to ensure that the Service is not compromised during periods of variable and peak demand.
  11. An exception to the above being that where a Buyer has ordered a Buyer Unique Line that is being delivered directly from the Subcontractor; in this instance, late deliveries should be raised directly with the relevant Subcontractor
  12. The Food and Drink digital solution shall make visible the Buyer Service Support point of contact telephone number and information such as FAQs to support Buyers’ use of the system.
  13. **Complaints Handling**:
      1. The Supplier shall be responsible for the management and resolution of all issues and complaints associated with Orders placed by Buyers on the Food and Drink Solution.
      2. The Supplier shall provide a robust and auditable complaints procedure for logging, tracking, investigating, managing, escalating and resolving complaints initiated by the Buyers.
      3. The Supplier shall analyse and identify any patterns to enable prompt mitigation, rectification and reducing the pattern of complaints.
      4. The complaints procedure shall comply with the following:
         1. All complaints shall be logged and acknowledged within twenty-four (24) hours;
         2. All complaints shall be resolved within ten (10) Working Days of the original complaint being made, unless otherwise agreed with the Buyer; and
         3. All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint and reported within the monthly MI to CCS.
      5. The Supplier shall provide an escalation route for any complaints that have not been resolved within the specified timescales.
      6. The Supplier shall inform the Buyer who originated the complaint of the proposed course of corrective action, response time and resolution. Such communication shall be documented.
      7. The Supplier shall endeavour to provide advance warning to Buyers of issues which are likely to cause Buyers to contact Buyer Service Support personnel, such as stock failures, vehicle delivery delays, substitutions or quality concerns.

# **Products (Food and Drink)**

* 1. The type of Products made available by the Supplier to be ordered via the Food and Drink Solution will be Buyer-led. The Supplier shall integrate specific Product lists, if required as at Section 8, when onboarding Buyers onto the Portal and providing access to the Catalogue.
  2. It is anticipated that this will include, but not be limited to, items that fall within the following Categories:
     1. Drinks and Alcoholic beverages;
     2. Bread Rolls and Bakery products;
     3. Fresh Fruit and Vegetables;
     4. Fresh Meats and Fresh Fish;
     5. Frozen Foods;
     6. Groceries (ambient); and
     7. Dairy and non-dairy alternatives.
  3. The Product Categories listed in Section 11.2 are not exhaustive and CCS retains the right to approve the incorporation of new Products and Categories during the Contract Period of the Framework Contract and each Contract. This list will also be updated in line with Buyer requirements, market engagement and gap analysis and may result, with CCS approval, in the removal of a specific food category.
  4. **Catalogue Production and Maintenance**
     1. The Supplier shall be responsible for providing a Catalogue of Products available for Buyers to view on the Portal.
     2. The Catalogue must contain, as a minimum, the following information relating to each Product;
        1. Product name
        2. Product legal name and manufacturer’s name;
        3. Product delivered net price incorporating VAT, where appropriate, and price per case, price per unit, price/kg or price/litre;
        4. Product description & configuration (including item or case size or unit of measure, weight, quantity, net quantity)
        5. Nutritional declaration;
        6. Product ingredients and composition(must meet all current food information regulations);
        7. Allergens - conforming with all UK and Retained EU legislation on allergen information;
        8. Product descriptor (packaging information, grouping, single item and weighed);
        9. Packaging information e.g. recyclability, packaging material;
        10. Product dietary/lifestyle characteristics (organic, free-range, genetically modified, soya free, vegan, dairy free, wheat free, gluten free etc.);
        11. religious or cultural information e.g., halal and kosher.
        12. Local and regional products;
        13. Product images – a pack shot and lifestyle image where appropriate and possible;
        14. Product categorisation (e.g., fresh food>meats>beef);
        15. Product availability data (available from and to);
        16. Promotional and special offers;
        17. Storage and use instructions e.g., refrigeration / temperature environment data;
        18. Shelf life and any relevant durability characteristics;
        19. Product classifications (e.g., Class 1 or 2 (refers to fruit and vegetables. Class 1 means in good condition. Class 2 means product is blemished or malformed) or grade (refers to size));
        20. Country of origin, if imported;
        21. Method of catch (if fish and seafood);
        22. Minimum order quantity and number of products in a case;
        23. Delivery Options (including where direct delivery applies); and
        24. Where applicable, Alcohol content if greater than 1.2% by volume of alcohol
  5. The Supplier shall ensure that the Catalogue is kept up to date to reflect any changes as a result of
     1. Agreed periodic price changes
     2. new Subcontractors / Supply Chain Manufacturers and Buyers being onboarded.
     3. errors and /or inaccuracies in the Catalogue;
     4. introduction of a new Product, or to replace a Product that has become permanently unavailable;
     5. remove a Product that has become permanently unavailable.
  6. Where multiple price options are available for the same Product the Buyer, at its sole discretion, must be free to make a purchase choice.
  7. **Supply of Religious / Culturally Specific Foods**
     1. Buyers may require the capability to meet the needs of all their end Product users, including those with special dietary and /or cultural requirements.
     2. Products must be sourced, prepared, processed and packed in accordance with the specific requirements of the religious law, where these apply e.g. halal and kosher.

# **Minimum Quality Standards**

* 1. The Supplier acknowledges that all Products supplied, prepared, processed, and distributed to Buyers shall comply with all applicable laws and Good Industry Practice.
  2. The Supplier shall ensure that all food Products supplied comply with food law. It is an offence to place any food Products on the market that are unsafe / unfit for human consumption according to their intended use, whether through contamination, putrefaction, deterioration, decay or any other means.
  3. The supplier must also ensure that all food products satisfy any applicable compositional, marketing or quality standards laid down in legislation’
  4. The Supplier (and all Subcontractors / Supply Chain Manufacturers ) shall comply with the Standards, including any Standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with.
  5. The Supplier shall ensure that where Products are to be stored by the Supplier, the storage conditions must be appropriate for the nature and usage of the Product such that the required standard of quality is maintained. E.g.,
     1. a Product stored under normal conditions shall be free from micro-organisms and substances originating from those microorganisms that could represent a hazard to health
     2. general microbiological condition of raw and processed Products shall be such that no decomposition or development of undesirable sensory characteristics occurs over the life of the Product.
     3. Where appropriate to the Product type, for example canned goods and UHT milk, the Product shall be processed to maintain commercial sterility throughout its shelf life
  6. If at any time during the Framework Contract or a Contract the quality of supply for any Product is found not to be to the appropriate standard, the Supplier shall, provide such replacements or Substitute Product of the same or better quality that are acceptable to the Buyer at no additional cost, or refund the Charges relating to those Products to the Buyer, at the Buyer’s option and request. (where a Substitute Product is issued as a replacement, any characteristics such as allergens or religious requirements from the original Product will be included in the Substitute Product or no replacement will be issued)
  7. The Supplier shall make available to Buyers, if requested and appropriate, copies of all Common Health Entry Documents relating to products of animal origin from outside the United Kingdom which are used in the manufacture of the Product.
  8. The Supplier shall ensure that the Supplier Staff (permanent, contracted, agency etc) shall, at all times during the Contract Period,
     1. be appropriately experienced, qualified and trained to supply the Products in accordance with all applicable General Food Law and Guidances and this Framework Contract and each Contract;
     2. comply with the requirements of all applicable Law (including, without limitation, the Health and Safety at Work Act 1974) which may apply to the Supplier in the performance of its obligations under this Framework Contract;
     3. be informed if they are engaged in the handling and / or delivery of Products at Buyers premises of all health and safety hazards of which it is aware (or reasonably ought to be aware) and shall instruct those staff in connection with any necessary safety measures;
     4. shall have sufficient knowledge to control risks associated with cross contamination and temperature control;
     5. comply with all reasonable health and safety measures implemented by the Buyers in respect of its staff and other persons on Buyer premises;
     6. apply all due skill, care and diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Products; and
  9. The Supplier shall ensure that the minimum Standard requirements for all Products shall continue to apply throughout the life of the Framework Contract and Contract, and that as a minimum, these include (but shall not be limited to) the following:
     1. Government Buying Standards for Food and Catering (GBSF) services and any subsequent update to this Standard, which can be found online at:

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>

* + 1. Where the Supplier are procuring energy using products to supply and deliver the Products (either wholly or partially), the products used and supplied must be the most energy efficient available in accordance with procurement policy notes (PPN) 7/14 supplemented by PPN 1/15.
  1. The Supplier shall at all times during the Framework Contract, comply with relevant standards outlined in Section 12.13 below and any standards required by Buyers.
  2. The Supplier shall review the standards from the source to ensure it is up to date with any new editions.
  3. A Key Performance Indicators relating to Product quality, will be agreed by CCS with the Supplier post award and in consideration of the specific solution being provided.

**Food Specific Standards**

* 1. Buyers will discuss their specific accreditation requirements during the Buyer onboarding process so the Supplier shall also accept standards applicable to smaller businesses such as SALSA. The Supplier will supply Products, via its Supply Chain Manufacturers in accordance with the following applicable accreditations:
     1. Brand Reputation Compliance Global Standards (BRCGS) Global Standard for Food Safety

<https://www.brcgs.com/our-standards/food-safety/>

* + 1. BRCGS Global Standard for Storage and Distribution

<https://www.brcgs.com/our-standards/storage-and-distribution/>

* + 1. BRCGS Global Standard for Agents and Brokers

<https://www.brcgs.com/our-standards/agents-and-brokers/>

* + 1. Food Safety System Certification (FSSC) 22000.

<https://www.fssc22000.com/scheme/fssc-22000-quality/>

* + 1. STS Code of Practice and Technical Standard for Food Suppliers and Distributors

<https://www.elas.uk.com/wp-content/uploads/2019/01/Code-of-Practice-2013-Public-Sector-issue-8.pdf>

* + 1. STS Code of Practice for Manufacture, Distribution and Supply of Food Ingredients by Small, Local or Regional Suppliers (small and micro low-risk suppliers only)
    2. Safe and Local Supplier Approval (SALSA) incorporating the SALSA Standard Food and Drink Production and the SALSA Standard - Brokers, Storage and Distribution

<https://www.salsafood.co.uk/about.php?p=3>

* + 1. British Retail Consortium (BRC)

<https://www.brc.org.uk/>

* + 1. International Featured Standards (IFS) accreditation (site level)

<https://www.ifs-certification.com/index.php/en/standards/251-ifs-food-en>

* + 1. Food Hygiene Rating Scheme (FHRS) - last Environmental Health Office (EHO) inspection and FHRS award, has company, premises, staff been served with a statutory notice

<https://www.food.gov.uk/safety-hygiene/food-hygiene-rating-scheme>

* + 1. Food Safety Management System (FSMS) Policy
    2. Hazard Analysis Critical Control Point (HACCP) or Food Safety Management System (FSMS) documented system (including work instructions for CCP, monitoring and recording of CCP, company’s supplier approval process)

<https://www.food.gov.uk/business-guidance/hazard-analysis-and-critical-control-point-haccp>

**Labelling and Packaging**

* 1. The Supplier shall ensure that all materials used in the production and packing of the Products conform to all applicable Law and Good Industry Practice. It shall be acceptable for the Supplier to supply Products in normal commercial trade packaging, however all packaging must be sufficiently robust to protect the Product and to withstand multiple handling.
  2. The Supplier shall ensure that all packaging and / or wrapping and/or labelling complies with all applicable legislation from time to time in force , standards and guidances in relation to food information to be supplied to the Buyer;
  3. The Supplier shall ensure any Products containing Allergenic Ingredients or derivatives thereof, or produced in an environment in which Allergenic Ingredients are present, must be clearly labelled in accordance with Retained Regulation (EU) 1169/2011, and all UK Food Information Regulations, making clear reference to the relevant Allergenic ingredients.

<https://www.legislation.gov.uk/uksi/2014/1855/contents>

* 1. The Supplier shall ensure that products complying with specific religious or cultural requirements, including halal and kosher Products, are clearly labelled with relevant details of their method of production or preparation.
  2. The packaging and disposal of packaging of all Products supplied under this Framework Contract shall be in accordance with the latest Government packaging standards, which can be found at the following link:

<https://www.gov.uk/government/publications/packaging-essential-requirements-regulations-guidance-notes>

* 1. the amount of packaging used shall be the minimum required for the food safety and quality delivery of the Products. The Supplier shall also prove how they are doing this by stating upon request what each piece of packaging is needed for, and whether it comes from recycled / sustainable sources. Packaging weight should be recorded and plans in place to demonstrate reductions in packaging weight. Each product is required to have a specification available on request.

**Service Management**

* 1. The Supplier shall maintain a quality management system for food wholesaling, storage and distribution that meets/ is equivalent to BS EN ISO 9001 “Quality Management System” standard;
  2. ISO/IEC 20000-1 2018 “ITSM Specification for Service Management” or equivalent;
  3. ISO 10007:2017 “Quality Management Systems – Guidelines for configuration management.

**Environmental / Sustainability**

* 1. BS EN ISO 14000 2015 Environmental Management System standard or equivalent;
  2. Standards; Green Public Procurement Criteria

<https://ec.europa.eu/environment/gpp/eu_gpp_criteria_en.htm>

**Accessible IT**

* 1. The World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA

<https://www.w3.org/WAI/standards-guidelines/wcag/>

**External Connectivity Standards**

* 1. Payment Card Industry Data Security Standards v3.2.1 (Card payment network)

<https://www.pcisecuritystandards.org/documents/PCI_DSS-QRG-v3_2_1.pdf>

**Information Security and Cyber Essentials**

* 1. ISO/IEC 27001:2013 Information Security Management standard or equivalent
  2. Government Security Policy Framework

<https://www.gov.uk/government/publications/security-policy-framework>

* 1. The Supplier shall fully meet the requirements of the Cyber Essentials Scheme, introduced in June 2014, which defines a set of controls which provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Scheme at:-

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

* 1. No supply chain Subcontractor shall be used until they have demonstrated that they meet the Cyber Essentials requirements; this obligation will extend to their supply chain also.
  2. The Subcontractors / Supply Chain Manufacturers shall provide evidence of Cyber Essentials compliance prior to Framework Contract Start Date. The Subcontractors / Supply Chain Manufacturers are required to renew their evidence of Cyber Essentials compliance annually, as a minimum.
  3. The Supplier shall comply with the following business standards:
     1. Government wide strategy of ‘Digital by Default’ <https://www.gov.uk/government/publications/government-digital-strategy> which endorses a commitment to implement e-commerce systems including for example, purchase-to-pay (P2P) automated systems, as the preferred transacting model for all government purchasing transactions.
     2. the use of ePayment Solutions, including adapting its own systems and processes, if necessary, to accommodate these requirements;

# **Quality Assurance**

* 1. The Supplier shall comply with the relevant Standards or the successors of these Standards for the scope of the Products offered throughout the Contract Period of the Framework Contract and each Contract.
  2. The Supplier shall ensure that they are compliant with and operate to the ISO 9001 Quality Management Standards, or the successors of these Standards or the current European Foundation for Quality Management (EFQM) Excellence Model criteria. BS EN ISO 9001 “Quality Management System” Standard.
  3. The Supplier shall be required to provide updated evidence of their ISO 9001 certification to CCS throughout the Contract Period of the Framework Contract.
  4. The Supplier shall comply with the following Service Management Standards:
     1. Business Continuity Management, ISO/IEC 27031:2011,
     2. ISO 22301 and ISO/IEC 24762:2008 in the provision of IT Service Continuity/Disaster Recovery plans or equivalent.

# **Pricing and Request for Quotes**

* 1. The Supplier shall ensure that prices are instantly available for digital and telephone Orders and are the price of the Products at the time of the sale.
  2. After conducting a search or browsing on the Food and Drink Solution, Buyers shall be provided with one (1) or more Products and their price, based on their preferences, Buyer lists, and any chosen filters.
  3. The Portal shall allow Buyers to view pricing alongside the Products images and its information; allowing them to easily determine the most suitable price in consideration of their requirements.
  4. Where Buyer requirements are non-standard or not available via the digital and/ or telephone Orders options (i.e. Non Catalogue Item/Buyer unique lines); the Supplier shall permit the Buyer to submit a Request for Quote (RFQ). This will allow the Buyer to enter a bespoke specification and request a quote for the required Product(s) sought. The Supplier shall endeavour to provide a quote either directly or through their wider supply chain.
  5. Where Buyers use the RFQ feature, the Supplier shall:
     1. acknowledge the request by email
     2. provide a response within the timescales agreed between the Buyer and the Supplier.
     3. Ensure the quote clearly state the validity period;
     4. Ensure that it contains all required pricing and Products description
     5. submit the response via email or hard copy if so requested by the Buyer.
     6. Includes instructions on how to complete the purchase;
     7. Buyers are able, at their complete discretion, to select the one (1) or more Products offered in response to an RFQ that best meet their need(s) and place an Order with the Supplier based on their chosen Product/supply chain Subcontractor(s).
  6. All prices provided (i.e. for a Catalogue Item or an RFQ) shall be transparent and identify the total cost with a price breakdown identifying the following, as a minimum:
     1. in GBP;
     2. Total cost of Products including delivery;
     3. displayed in a clear, easy to read format; and
     4. which meet all Food Pricing Regulations.

# **Ordering**

* 1. The Supplier shall be responsible for receiving Orders from Buyers and ensuring Orders are fulfilled.
  2. The Supplier shall confirm receipt of all purchase Orders to the Buyer within one (1) Working Day of receipt, and that they are proceeding to fulfil the Order.
  3. The Supplier, through the Portal, shall agree and confirm the delivery dates and time frames as part of agreeing Buyer Orders received on an ad hoc basis.
  4. Where delivery is to be fulfilled/ delivered directly by a Subcontractor in connection with a Buyer Unique Line, the Supplier will acknowledge this and process payments etc but will not be responsible for the delivery or it being on time.
  5. The Supplier (or where requested, the Subcontractor for Buyer Unique Lines) will deliver Products to registered Buyers in accordance with the schedule of ordering and required delivery as agreed with the Buyer during the onboarding process.
  6. The Supplier shall ensure that at the instance of Order confirmation, they have the ability to identify the capability and capacity to fulfil an Order within the Buyers timeframe.
  7. If the Supplier is unable to fulfil part or all of the Buyer’s Order, they shall take remedial action e.g. provide substitute Products and make alternative delivery arrangements, (although these actions are not exhaustive) to ensure they endeavour to ultimately fully meet Buyer requirements On Time and In Full (OTIF).
  8. The Supplier shall resolve any issues by speaking directly to the Buyer to confirm agreement of the remedial actions. If the cost of any substitute Products are cheaper than the originally ordered Product, the Buyer shall be charged the cost of the cheaper Product. In addition, any extra delivery requirements will be at the cost of the Supplier.
  9. The Supplier shall resolve any issues relating to products held by them (either general or Buyer Unique Line. Issues relating to Buyer Unique Lines that are directly delivered will need to be resolved between the Buyer and the Subcontractor; in this instance, the Supplier may facilitate resolving the issue but where the Products are only held by the Subcontractor, the Supplier will not be responsible for its delivery or associated costs.
  10. **Ordering Mandatory Features and Functionality**
      1. The Supplier shall ensure that the Food and Drink Solution contains the following mandatory functionality:
         1. Provides Buyers with an easy to use Catalogue, which includes varying search mechanisms as detailed in Section 3 above, to identify and Order their Products;
         2. ensure the Food and Drink Solution captures all data to process and fulfil Orders;
         3. maintain a record of all Orders placed by the Buyer and each Buyer Authorised User which is easily accessible by Buyer; and
      2. The Supplier shall also provide the following functionality: -
         1. link to a nominated Substitute Product in respect of any unavailable Products; and
         2. Order confirmations showing where a Substitute Product is being provided (so that Buyers know prior to the expected delivery date) and
         3. Details of when the Order is to be delivered and confirmation that this is in accordance with the Buyer’s delivery preferences
         4. An exception to the above being where a Buyer is seeking to purchase one of their Buyer Unique Lines; in this case, no automatic substitutes will be proposed and delivery dates will be provisional and subject to confirmation by the Subcontractor.
      3. Once Orders are placed and received by the Supplier, the Supplier shall update the Buyer as follows;
         1. send an email confirmation/ alert acknowledging receipt of the Order;
         2. send an email confirmation confirming that the Order has been placed by the Supplier; and
         3. provide the Buyers with a unique Order number as confirmation that the order has been accepted.
      4. The Supplier shall have the ability to receive Orders on a 24 hours per day, 7 days per week basis via the digital solution. Telephone Orders will only be received during Core Working Hours.
      5. Buyers shall, if necessitated by an Emergency, be able to place Emergency Orders. The Buyer shall communicate the requirement for an Order as an Emergency Order to the Supplier and the Supplier shall provide confirmation in writing of any Order which it is treating as an Emergency Order. The Buyer and Supplier shall discuss delivery arrangements for Emergency Orders on a case by case basis and the Supplier acknowledges that such delivery is likely to be required as a matter of urgency. The Buyer and Supplier shall periodically review the level of Emergency Orders to ensure that these are only being placed when necessitated by a genuine Emergency.

# **Delivery**

* 1. The Supplier shall ensure that a full UK national delivery service is provided (including Northern Ireland, Scotland and Wales), through a network of Distribution Centres which will seek to balance Buyer service levels with minimising adverse environmental issues such as carbon footprint.
  2. The network of distribution centres may consist of all Managed Centres or a mix of Managed Centres and Subcontracted Centres. The providers of subcontracted distribution centres (Centre Providers) will be required to provide and deliver the Products requested by local Buyers, agreed by the Supplier and ordered through the Portal.
  3. In addition, the Supplier shall consolidate the number and frequency of deliveries to the Buyers whenever possible to meet Carbon Net Zero targets (the exception being where a delivery includes Buyer Unique Lines which are delivered direct).
  4. This network needs to have the ability for registered Buyers to both specify their preferred Delivery Option and to accommodate delivering to any of the Buyers’ premises (and any specified Delivery Points).
  5. All deliveries must be sent and received in sound condition, securely packaged, clearly labelled, have a delivery note attached including the information required by the Buyer during the onboarding process.
  6. The Supplier shall ensure that all deliveries and vehicles meet minimum requirements for food safety and chemical risk.
  7. The Supplier shall ensure that all vehicles used for delivery of Products shall be suitably equipped to maintain such Products at the correct temperature in accordance with legal requirements and Good Industry Practice. Buyers shall be under no obligation to accept:
     1. Chilled items - if the Product temperature taken between packs is above either the legal maximum or any storage temperature indicated on the product packaging unless the product is excluded from temperature control by legislation or the food manufacturers’ advice; and
     2. frozen items - if the Product temperature taken between packs is higher than -12oc.
  8. The Supplier is responsible for ensuring that Orders are delivered and unloaded at the Delivery Point indicated by the Buyer. The Supplier shall provide suitable equipment for unloading the delivery at the Delivery Point as required.
  9. In order to comply with the Health and Safety at Work Act, the size and weight of the containers and the format in which they are stacked on the pallet shall be such that they conform to the maximum manual load recommendations, as defined in current Regulations.
  10. The number of packages delivered must be checked in the presence of the driver. The Supplier must accept claims for shortages made at the time of delivery.
  11. Buyers shall be under no obligation to accept Products that are delivered in containers or bags that are dented, damaged or split.
  12. The Buyer’s personnel will (within the limits of what is visible if stacked on a pallet or in a cage) inspect all deliveries (being mindful of the amount of time available for the delivery) and may reject Products if they are in a damaged or unacceptable condition, outside their respective temperature range, and/ or if the Products do not have a reasonable shelf life (in consideration of the product nature and use).
  13. The Supplier must accept Product rejections of frozen and chilled goods rejected at the time of delivery (where the Buyer has been able to inspect them) and within 48 hours for ‘unchecked’ and/ or ambient Products.
  14. Upon completion of a delivery the Supplier shall provide the Buyer with an updated Delivery Note that accurately reflects the Products delivered (including any discrepancies with the Order such as missing or substituted Products). The Buyer shall not be liable to pay for Products which are not accompanied by a Delivery Note (Proof of Delivery). Substitute Products and Alternative Products must be clearly marked as such on the Delivery Note.
  15. Risk in the Products shall pass to the Buyer in accordance with the Call-Off Special Terms.
  16. The Supplier shall provide at no additional charge to the Buyer any information relating to the delivery of Orders as may reasonably be requested by the Buyer such as additional proof of delivery, copies of invoices, copies of Orders and details of any payments received or outstanding.

# **Direct Deliveries - Buyer Unique Lines**

* 1. The Buyer will have the option of requesting Buyer Unique Lines to be delivered directly if they so choose. If the Buyer decides to utilise Direct Deliveries, this will need to be communicated to the Supplier at the point the Buyer Unique Line is onboarded.
  2. The Buyer will order their Buyer Unique Line(s) via the Supplier Portal; however, once the Order is confirmed, the Buyer will then be responsible for liaising with the Subcontractor to arrange delivery.
  3. This responsibility includes all aspects of the delivery, as well as the obligations set out in sections 16.4 to 16.6 inclusive.
  4. The Buyer acknowledges that by choosing direct deliveries for Buyer Unique Lines, they will need to liaise directly with the provider regarding Delivery, Alternative Products, Substitute Products, returns (regardless of the reason) and any recalls.
  5. If a Buyer starts with consolidated deliveries from the Supplier, but then chooses to change to direct deliveries for their Buyer Unique Lines, the Supplier will only be obliged to switch delivery methodology once all stock of the Buyer Unique Lines has being delivered.Buyers will not be permitted to then revert back to consolidated deliveries for that item once switched to direct deliveries. Equally, a Buyer may switch, once, from direct deliveries to consolidated deliveries.

# **Substitute and Alternative Products**

* 1. If the Supplier is unable to supply a Product that is ordered due to unavailability, the Supplier shall:
     1. In the first instance, undertake reasonable efforts to source the Product from elsewhere to enable delivery to take place on the agreed delivery day, or, agree an alternative delivery time or day (at the Supplier cost);
     2. If the Product cannot be sourced and delivered on the agreed delivery day, the Supplier may need to substitute the Product with a Substitute Product, as agreed with the Buyer as part of the onboarding process, which can be delivered on the agreed delivery day, or, agree an alternative delivery time or day (at the Supplier cost); and
     3. If no Substitute Product can be provided due to unavailability, substitute the Product for an Alternative Product, as agreed with the Buyer a part of the onboarding process, which can be delivered on the agreed delivery day, or, agree an alternative delivery time or day (at the Supplier cost);
  2. The Supplier shall ensure that all Substitute Products and Alternative Products comply with the quality standards and are in a volume that is equivalent to the originally ordered Product and in a similar pack or case size as far as practicable.
  3. The Supplier shall inform the Buyer as soon as reasonably practicable if a Substitute Product or an Alternative Product is being proposed.
  4. If a Product becomes unavailable on a permanent or long-term basis, the Supplier shall change the Catalogue and introduce a replacement product.

# **Returns and Recalls**

* 1. The Supplier shall administer all applicable refunds to Buyers, including those for damaged and non-conforming Products promptly.
  2. **Returns**
     1. If the Supplier incorrectly fulfils an Order by sending damaged, non-conforming, incorrect or the wrong quantity of Products, then the Buyer shall not be required to pay for those Products. The Buyer will advise the Supplier of any incorrect Products within the timescale set out in Section 16.
     2. If the Supplier wishes to arrange for the retrieval of such Products, the Supplier shall be responsible for arranging and collecting the returned Product at their own expense and at a time suitable to the Buyer.
  3. **Product Recall**
     1. The Supplier shall carry out a Product Recall in relation to any Product which may be reasonably regarded as unfit for consumption or otherwise unacceptable due to, for example, contamination or damaged packaging.
     2. The Supplier shall, as soon as reasonably practicable, following becoming aware of the need to implement Product Recall, quarantine all affected Products held in its supply depots and contact Buyers who have ordered or received deliveries of the affected Product to inform them of the Product Recall with the following
        1. Recalled product description and any code;
        2. Total number of Products affected by the Product Recall;
        3. Batch numbers and relevant date(s) affected by the Product Recall;
        4. The reason for the Product Recall;
        5. The steps the Supplier will take to collect and provide replacement Products, Substitute Products or Alternative products for the Products that are subject to the Product Recall.
     3. The Supplier shall either collect the Products that are subject to the Product Recall from each of the Buyers sites or agree with the relevant Buyer that disposal of the Products is appropriate.

# **Ethical Sourcing**

* 1. The Supplier shall ensure that, where the manufacture or supply of the Products is from outside of the United Kingdom (UK), the Product suppliers’ operations shall be carried out in accordance with the health and safety legislation/ regulations in that country.
  2. Supply chain Subcontractors / Supply Chain Manufacturers shall ensure that where they supply Deliverables within the UK, or used in the UK, that the company operations shall be carried out in a way that complies with the health and safety legislation regulations of the UK, and the minimum ethical sourcing standards, in order to support HMG’s adoption and ratification of the International Labour Organisation (ILO) “Declaration on Fundamental Principles and Rights at Work” and its eight “Key Conventions”. The numbered conventions and their aims are:
     1. Freedom of Association and Collective Bargaining (C87, C98)
     2. Equal Remuneration and Discrimination (C100, C111)
     3. Forced Labour (C29, C105)
     4. Child Labour (C182, C138)
  3. CCS and the Buyer reserves the right to request any information from the Supplier relating to ethical sourcing as it may require, to satisfy itself that it has a transparent view of the whole supply chain and full assurance within this area at any time throughout the Contract Period of the Framework Contract and each Contract.

# **Delivering Social Value**

* 1. Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and in Scotland, to deliver them.
  2. These benefits are to be provided over and above simply delivering the core specification (the Food and Drink, the Portal and management) of the Framework Contract.
  3. The Supplier will be required to work with Buyers and the supply chain to both embed, deliver and report on the commitments made in response to this Section of the Framework Schedule 1 Specification, and to continue to commit to ongoing identification and adoption of new and innovative measures that may further support the CCS and their Buyers’ Social Value priorities.
  4. The Supplier’s commitment in response to this requirement will become KPIs within the Framework Contract SLA
  5. The CCS Social Value priorities for this procurement fall under; ([Social-Value-Model-Edn-1.1-3-Dec-20.pdf (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf) with the selection below being the preferred considerations.
     1. **tackling economic inequality** with the policy outcome ‘increase supply chain resilience and capacity’ and ‘create new businesses, new jobs and new skills’, The detailed requirements to align with this policy aims are outlined at;
        1. Section 21.7 ‘Safe and Secure Supply Chains’, Theme 2;
        2. Section 21.8 ‘Delivering a Diverse supply chain’, Theme 2;
        3. Section 21.9. ‘Equal Opportunity’, Theme 4; and
        4. Section 21.11 ‘Paying the supply chain promptly.
     2. **fighting climate change** (concerned with product life cycle impacts, waste management, working towards net zero greenhouse gas emissions and supporting environmental protection and improvement) with the policy outcome ‘Effective stewardship of the environment’. The detailed requirements to align with this policy aim are outlined at
        1. Section 21.12 ‘Environmental sustainability’, Theme 3.
     3. **equal opportunit**y, with the policy outcome ‘tackle workforce inequality’. The detailed requirements to align with this policy aim are outlined in
        1. Section 21.7 ‘Safe and Secure Supply Chains’, Theme 2; and
        2. Section 21.9. ‘Equal Opportunity’, Theme 4.
     4. **Wellbeing**, with the policy outcome ‘Improve health and wellbeing’ and ‘Improve community integration’. The detailed requirements to align with this policy are outlined in
        1. Section 21.10 ‘Wellbeing’, Theme 5.
  6. The Supplier shall be prepared to support Buyers who may identify further specific Social Value requirements based on the updated Social Value themes throughout the Contract Period of their Contract.
  7. **Safe and Secure Supply Chains** 
     1. It is the role of CCS, the Supplier and Buyer(s) to ensure that Subcontractors / Supply Chain Manufacturers with whom we do business understand the risks of Modern Slavery (as further described in Framework Schedule 8 (Corporate and Social Responsibility) in supply chains, and take appropriate action to identify and address those risks, with particular focus on supporting victims of Modern Slavery.
     2. The Supplier shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Framework Contract or a Contract.
     3. The Supplier, as part of this due diligence, shall be required to undertake their own risk assessments of all Subcontractors / Supply Chain Manufacturers to both identify and manage risks relating to Modern Slavery and exploitation in the supply chain.
     4. The Supplier shall ensure that they undertake these risk assessment for Modern Slavery on an annual basis.
     5. The Supplier shall complete the Modern Slavery Assessment Tool (MSAT) at the start of the Framework Contract period to CCS and then prepare and deliver an annual slavery and human trafficking report to CCS, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

<https://supplierregistration.cabinetoffice.gov.uk/msat>

* + 1. The Supplier shall provide a Transparency in Supply Chains (TISC) statement to CCS following these risk assessments.
    2. The Supplier shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors / Supply Chain Manufacturers to CCS, the Buyer and Modern Slavery Helpline.
  1. **Delivering a Diverse Supply Chain**
     1. CCS and Buyer(s) want to ensure a diverse and resilient supply chain. We require the Supplier to support this need and to deliver this through activities including but not limited to:
        1. promoting the Food and Drink Solution (potentially through market engagement, etc.), and supply chain opportunities to new businesses, Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs) (MAC 3.1);
        2. ensuring opportunities for SMEs to grow and to participate in delivering Food and Drink under this Framework is accessible to supply chain across the whole UK (MAC2.1);
        3. Where applicable and practicable, advertising new Subcontracting opportunities over £25,000 on Contracts Finder in accordance with Joint Schedule 6 (Supply Chain Visibility); (An exception being were a Subcontractor is referred to the Supplier by a Buyer to provide a specific Buyer Unique Line)
        4. Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply partners in delivery of the contract (MAC 3.4);
        5. Create employment and training opportunities, particularly for those who face barriers to employment and/or who are located in deprived areas (MAC 2.2);
        6. support the employment of minority groups and apprentices (MAC 6.2);
     2. Such measures can be supported by the Supplier having, for example:
        1. A Social Value Policy that addresses some of the themes, objectives and aims set out in the Social Value Model (PPN 06/20)
        2. an equality and diversity policy; and
        3. signing up to the Disability Confident employer scheme as detailed here:
  2. **Equal Opportunity**
     1. CCS and Buyers want to ensure the Supplier supports the need to tackle workforce inequality and deliver this through activities including but not limited to:
        1. Demonstrate action to identify and tackle inequality in employment, skills and pay in the supply chain workforce (MAC 6.1);
        2. Support in-work progression (MAC 5.1) to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills (MAC 5.2) relevant to the contract; and create employment and training opportunities, particularly for those who face barriers to employment and/or who are located in deprived areas (MAC 6.2);
  3. **Wellbeing**
     1. CCS and Buyers want to ensure the Supplier supports the need to improve health and wellbeing and improve community integration and deliver this through activities including but not limited to:
        1. **Health & Wellbeing**
        2. Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce (MAC 7.1);
        3. Influence staff, supply chain, Buyers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health (MAC 7.2);
        4. **Community Integration**
        5. Demonstrate collaboration in the codesign and delivery of integrated communities with Buyers (MAC 8.1); and
        6. Influence staff, Buyers and supply chain and communities through the delivery of the contract to support strong, integrated communities (MAC 8.2).
  4. **Paying the Supply Chain promptly** 
     1. The Supplier shall take into account the payment of the supply chain promptly and shall establish an appropriate process to facilitate prompt payment throughout their supply chain including adopting the following measures:
        1. providing clear guidance to Subcontractors / Supply Chain Manufacturers on the payment process;
        2. providing clear and prompt notification when invoices are in dispute and which parts of it are in dispute;
        3. establishing processes to monitor late payments; and
        4. providing a clear escalation process for Subcontractors / Supply Chain Manufacturers for late payment.
  5. **Environmental Sustainability**
     1. The UK Government is committed to environmental improvement through integrating environmental protection and sustainable development into its decision making processes, in respect of both the execution of its core functions and responsibilities and the management of day-to-day operations.
     2. The government has set out in the 25 Year Environment Plan what it intends to do to improve the environment within a generation, this is available to view at:

<https://www.gov.uk/government/publications/25-year-environment-plan>

* + 1. CCS and Buyers require the Supplier to consider the relevance of sustainability at all stages of the lifecycle in the provision of the Goods under this Framework Contract and each Contract.
    2. This shall include balancing the socio-economic considerations with environmental impacts.
    3. The Supplier shall seek to mitigate the sustainability impacts in all lifecycle stages, such as the reduction of waste (paper and equipment), single use consumer plastics and carbon footprint.
    4. The Supplier shall work with CCS to identify opportunities to introduce innovation, reduce cost and waste, and ensure sustainable development is at the heart of their operations. This shall include, but is not limited to, product rationalisation and standardisation, and leveraging opportunities within the Supplier’s supply chain.
    5. The Supplier shall work with CCS during the Framework Contract Period to develop and deliver a strategy that reduces the adverse environmental impacts/ carbon footprint arising from the performance of this Framework Contract, through
       1. reducing the impacts of production of food and drink
       2. encouraging an increased consumption of healthy and nutritious food,
       3. minimising the use of packaging/ moving to recyclable and environmentally friendly packaging,
       4. increasing the use and capacity of small and local producers
       5. delivery methodology; balancing number of Distribution Centres and consolidated deliveries with direct deliveries (Section 16 versus Section 17) and vehicle choice (whilst ensuring a quality and reliable service offering)
  1. More information on social value can be found at:
     1. <https://www.gov.uk/government/publications/social-value-act-introductory-guide>
     2. [The Social Value Act](https://www.legislation.gov.uk/ukpga/2012/3/contents) the [Procurement Reform Scotland Act](https://www.legislation.gov.uk/asp/2014/12/contents) and [Welsh Community Benefits Guidance](https://gov.wales/procurement-social-value-community-benefits)
  2. **Reporting Social Value**
     1. The Authority has identified Social Value priorities for this procurement (please see FrameworkSchedule 8 – Corporate Social Responsibility) and Buyers may have their own Social Value priorities which will be made clear during the Buyer onboarding process.
     2. The Supplier shall submit Social Value/ Corporate Social Responsibility reports as detailed in Section 24. 8.
     3. The Supplier and Buyer will agree relevant targets and measures to be used for delivery of Social Value as required for each Call-Off contract.

# **Payment**

* 1. The Supplier shall be responsible for the management of all payments relating to this Framework Contract and each Contract under it. This shall include:
     1. taking payment from Buyers for Orders;
     2. paying Subcontractors / Supply Chain Manufacturers for Products;
     3. paying CCS the Management Fee (within thirty (30) days of the date of invoice).
  2. The Supplier shall ensure that a robust process is established to pay the supply chain within a maximum of thirty (30) days for undisputed invoices
  3. The Supplier shall provide a range of payment and invoicing options/ processes for Buyers using the Food and Drink Solution including but not limited to the following
     1. debit or credit cards / Government Procurement cards; and
     2. Purchase Order / Invoice payment.
  4. The Supplier shall offer consolidated invoicing to all Buyers.
  5. The Supplier shall request payment in accordance with the process agreed during onboarding; however, if needed, the Supplier should be flexible in accommodating a change to a Buyer’s requirement in respect of payment.
  6. The Supplier shall provide an annual Self Audit certificate to CCS in accordance with Clause 6 of the Core Terms and Framework Schedule 9 (Self Audit Certificate).

# **Framework Contract – Account Management**

* 1. CCS shall agree the Performance Indicators at Framework Contract award. This list shall contain but not be limited to the Performance Indicators stipulated at Clause 4 Framework Schedule 4 Framework Management.
  2. The Supplier shall provide a suitably qualified nominated contact (the Supplier Framework Manager) who will take overall responsibility for delivering the Goods required within this Framework Contract, as well as managing the relationship between CCS and the Supplier under this Framework Contract, to resolve any issues arising from this Framework Contract and to implement any improvements and/or innovations during the Framework Contract Period. The Supplier shall also nominate a suitably qualified deputy to act in their absence.
  3. The Supplier Framework Manager’s details shall be provided within five (5) Working Days of signing the Framework Contract and each Contract. The nominated Supplier account manager shall have a minimum of two (2) years relevant industry experience.
  4. The Supplier shall provide Management Information reports on their performance against the Performance Indicators on a Monthly basis, no later than the fifth (5th) Working Day of the following Month, together with the appropriate supporting evidence as per Section 24.
  5. The Supplier shall meet with CCS on a monthly basis at a Supplier Relationship Management Meeting (SRM) to discuss historic performance and the Supplier shall provide the following reports to CCS as detailed within Section 24.2. Any and all reports required for this meeting shall be delivered no later than seven (7) calendar days in advance of the meeting date. Monthly meetings will also be used to review plans to remedy any non-urgent issues that have arisen during the previous month.
  6. The final agenda and scope of these monthly review meetings shall be agreed at Framework Contract award. This will be subject to a regular CCS review to ensure the monthly review meetings and the Performance Indicators reviewed remain relevant. Any changes required by CCS post review shall be implemented by CCS and the Supplier within four (4) weeks.
  7. The actions identified in any Audit report shall be delivered by the dates set out in such Audit report, and reviewed at the next appropriate quarterly review meeting.

# **Management Information and Data Reporting Requirements.**

* 1. **Management Information.**
     1. The Supplier shall ensure all data and information that the Supplier is obliged to supply or make available to CCS at Section 24 shall be considered “Management Information” for the purposes of the Framework Contract and, unless agreed otherwise by CCS, must be provided Monthly (unless stated otherwise), as part of the MI Report in accordance with Framework Schedule 5 (Management Charges and Information).
     2. All Management Information and data reports listed within the reporting requirements detailed below (Sections 24.2 - 24.9 inclusive) to be received by CCS or Buyers shall be fulfilled for the Contract Period of the Framework Contract and each Contract. The implementation and delivery of all Management Information and reports listed below shall be at the Suppliers own cost.
     3. The reporting requirements of CCS and Buyers may evolve over the Contract Period of the Framework Contract and each Contract. The Supplier shall ensure that there is sufficient flexibility to accommodate future reporting needs.
     4. The Supplier shall provide a point of contact for Management Information submissions at Framework Contract award and keep this up to date for the Contract Period of the Framework Contract and each Contract.
     5. The Supplier shall collate and deliver a Management Information Report to CCS in Excel format, on the 5th Working Day of each Month for the Contract Period of the Framework Contract from Operational Commencement, as the same is described in the Framework Award Form, including but not limited to:
        1. Buyer name;
        2. Buyer URNs;
        3. Buyer invoice/credit note date;
        4. Buyer invoice/credit note number;
        5. quantity;
        6. price per unit; and
        7. invoice total ex VAT.
  2. **CCS data reports for Supplier Relationship Management Meetings**
     1. The Supplier shall provide the following completed reports to the Authority seven (7) calendar days prior to each planned monthly SRM meeting. The format of the reports is to be agreed with the Authority on the award of the contract.
  3. **Buyer Satisfaction Report**
     1. The Supplier shall issue a Buyer Satisfaction report at a frequency determined by the Buyer profile to Buyers and provide a monthly summary report on the feedback at the monthly SRM meeting. As a minimum reporting shall include but not be limited to:
        1. Products ordered are complete in each delivery, as per instruction from each Buyer and matches the total of all Products in the final agreed and accepted Orders by the Buyer to their satisfaction i.e. Orders are fully met or partially met with reasons why any are not fully met and actions to fix and mitigate in future;
        2. whether all Products listed in the Catalogue are available at the point of Order and acceptance by the Supplier i.e. Products are available or not available with reasons why any are not available and actions to fix and mitigate in future;
        3. whether all Products delivered had the shelf life stated at the Order upon delivery, and be in good, usable condition and not damaged during transit;
        4. deliveries made on scheduled date and within stipulated delivery window;
        5. the drivers are polite, helpful and of smart appearance;
        6. delivery vehicles are clean both internally and externally, have professional livery with correct temperature checks provided at delivery;
        7. packing is hygienic, packed to ensure optimum condition with appropriate segregation of fish / meat / organic products; and
        8. Likelihood or recommending the Food and Drink Solution to others.
  4. **Buyer Complaints Report**
     1. The Supplier shall provide a report to CCS quarterly and no later than one (1) week prior to a Quarterly Business Review detailing the number of complaints received each month as detailed in Section 10.11. As a minimum reporting should include but not be limited to:
        1. the total number of Buyer complaints logged and acknowledged within twenty-four (24) hours (assuming a standard working week pattern);
        2. the total number of Buyer complaints addressed within the agreed target timescale of ten (10) working days;
        3. the total number of Buyer complaints that had to be escalated to reach a resolution, and the reason for the escalation; and
        4. a summary of the nature of the complaints to identify any emerging patterns or trends.
  5. **Benchmarking Report**
     1. The Supplier shall collate and deliver a report benchmarking the Buyer price paid for
        1. the top ten (10) selling fresh Goods against three (3) external competitors offering similar services, as agreed with CCS at Framework Contract award, will be produced and shared with CCS on a monthly basis.
        2. the top thirty (30) selling ambient Goods against three (3) external competitors offering similar services, as agreed with CCS at Framework Contract award, will be produced and shared with CCS on a quarterly basis.
  6. **Buyer Usage Report**
     1. The Supplier shall provide a Buyer report to CCS quarterly and no later than one (1) week prior to a Quarterly Business Review detailing:
        1. the number of new Buyers that have signed up and used the Food and Drink Solution during the previous quarter, detailing any that the Supplier has successfully marketed to the agreement;
        2. the number of RFQs received per Buyer and reasons any RFQs were not fulfilled; and
        3. any market intelligence that could impact on Buyers particularly on improving the Food and Drink Solution to achieve best value.
  7. **Supply Chain Report**
     1. The Supplier shall evidence that it has made payments to all sub-contracted suppliers in line with the agreed payment terms.
     2. In relation to Supply Chain Manufacturer and where applicable any Subcontractor registrations, the Supplier shall provide a report on a quarterly basis to CCS detailing;
        1. the total number of suppliers in the supply chain;
        2. the total number of active suppliers;
        3. the total number of applications from suppliers to join the supply chain;
        4. the total number of applications from SME suppliers to join the supply chain;
        5. the total number of Supplier assessments taken on the potential suppliers;
        6. the total number of outcomes of the assessments broken down by total number approved to be in the supply chain and the total number not approved to be in the supply chain, with rationale as to the reason why.
        7. the total number of suppliers suspended and the reasons why;
        8. the total number of SME suppliers in the supply chain, and the percentage this is of the supply chain; and
        9. the total number of active SME suppliers in the supply chain.
  8. **Social Value Reporting**
     1. The Supplier shall complete the Modern Slavery Assessment Tool (MSAT) at the start of the Framework Contract period to CCS and then prepare and deliver an annual slavery and human trafficking report to CCS, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
     2. The Supplier shall complete on a quarterly basis the corporate social value responsibility report as detailed in Section 10 of Framework Schedule 8 – Corporate Social Responsibility.
  9. **Buyer Specific Reports**
     1. It is anticipated that larger Buyers may require specific types of reports depending on the Buyer’s profile. The Supplier shall work with the Buyer during the Buyer onboarding process to agree the content and frequency of any reports required by the Buyer.

# **Value for Money and Continuous Improvement**

* 1. The Supplier shall seek opportunities for continuous improvement within the Framework Contract to improve quality, efficiency, value for money and other factors such as the Defra Balanced Scorecard.
  2. The Supplier shall present quarterly improvement proposals by producing an action plan for improvement (a “**Supplier Action Plan**”) (which has been produced in collaboration with the existing supply chain). As a minimum reporting should include but not be limited to :
     1. Costs;
     2. Production including Supply Chain Management, Environment, Variety and Seasonality, and Animal Welfare;
     3. Socio-Economic including Fair and Ethical Trade, Equality and Diversity, Inclusion of SME’s, Local and Cultural Engagement and Employment and Skills;
     4. Quality of Service including Food Quality and Buyer Satisfaction;
     5. Resource Efficiency including Energy, Water, Waste and carbon;
     6. Health and Wellbeing, including Nutrition, Food Safety and Hygiene and Authenticity and Traceability;
     7. The number of improvement initiatives proposed as a result of new and evolving technologies;
  3. The Supplier shall have an effective process to ensure that the best prices are continually available, and undertake benchmarking of prices provided by supply chain to ensure ongoing competitiveness.
  4. The Supplier shall continuously monitor the performance of the whole supply chain, and shall have processes in place to identify any issues in providing the Goods, enabling prompt mitigation measures to be carried out.
  5. The Supplier shall use the data produced from the Food and Drink Solution to help inform their recommended improvements in areas including (but not limited to) pricing, choice and types of Goods, extending regional and SME coverage included in the Food and Drink Solution and system performance.
  6. The Supplier shall put in place a continuous improvement plan that is updated and acted upon, as a minimum, on an annual basis.
  7. When implementing continuous improvement plans, initiatives or innovation, the Supplier shall have an established change management procedure, including communications plans, training requirements, contingency planning and subsequent lessons learnt activities, to ensure the effective delivery of Buyer requirements with minimal disruption.

# **Marketing of the Framework Contract**

* 1. The Supplier must work with CCS in accordance with Clause 7 of Framework Schedule 4 (Framework Management) to develop marketing material, which must include and not be limited to the development of case studies and marketing literature.
  2. The Supplier shall engage effectively with CCS and Buyers to positively promote the Framework Contract, to attract users and to increase spend delivered via the Food and Drink Solution. Activities relating to the promotion of the Food and Drink Solution are expected to commence after the award of the Framework Contract, prior to the pilot and subsequent full launch of the Food and Drink Solution and throughout the Contract Period of the Framework Contract.
  3. The Supplier shall:
     1. ensure CCS are engaged for sight and approval on any key messages regarding the marketing of the Food and Drink Solution;
     2. develop and manage a robust marketing strategy to promote the Food and Drink Solution to both Buyers;
     3. develop and manage a robust marketing strategy to attract SME regional food producers to the agreement;
     4. regularly review the marketing strategy to ensure continued effectiveness;
     5. undertake promotional activities before, during and after the launch of the Framework Contract; and
     6. make Public Sector organisations aware of the Framework Contract and the value that can be achieved by Buyers utilising the Food and Drink Solution and encourage those Buyers to use the Food and Drink Solution.
  4. All marketing content shall be Approved by CCS prior to publication or issue to target audiences.
  5. All marketing and branding shall conform to CCS guidelines as outlined [here](https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines).

# **Security**

* 1. **Security Assurance**
     1. The Supplier shall work with CCS to perform security assurance. The Supplier shall support the provision of a Security Assurance Statement for Approval by CCS’s Senior Information Risk Owner.
     2. The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors / Supply Chain Manufacturers will comply with the requirements set out in this Specification and the Framework Contract and each Contract in order to ensure the security of CCS data and the Food and Drink Solution.
     3. The Supplier shall review the Security Assurance Statement on an annual basis and shall advise CCS and Buyers if the security risk profile has changed. CCS may share the Security Assurance Statement with Buyers.
     4. The Supplier shall note that Buyers may require additional engagement regarding Security Assurance as part of the Buyers onboarding requirements.
  2. **Security Objectives and Outcomes**
     1. The Supplier shall deliver the Service in accordance with the HMG Security Policy Framework which can be found at:

<https://www.gov.uk/government/publications/security-policy-framework>

* + 1. The Supplier shall implement Security Architecture that considers all of the technology, people and processes relating to the Service. The Security Architecture shall be designed to achieve the following security goals:
       1. make an initial compromise of the system difficult;
       2. limit the impact of any compromise;
       3. make disruption of the system difficult; and
       4. make detection of a compromise easy.
    2. The Supplier shall, with regard to meeting the required Standards:
       1. demonstrate coherence with the National Cyber Security Centre (NCSC) 5 Aspects of Digital Service Security which are set out at:

<https://www.ncsc.gov.uk/collection/digital-service-security>

* + - 1. comply with the HMG Minimum Cyber Security Standard (Plus) as set out at:

<https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

* + - 1. demonstrate coherence with the National Cyber Security Centre (NCSC) Cloud Security Principles which are set out at:

<https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles>

* + - 1. Undertake an IT Health Check of the Supplier system by a CHECK Service Provider or a CREST Service Provider (“**IT Health Check**”) in accordance with Section 27.4 and this shall be completed at least one (1) Month prior to the planned Operational Commencement, as the same is described in the Framework Award Form, and shall be completed annually thereafter;
      2. provide certificated evidence of compliance with ISO/IEC 27001:2013 by a UKAS approved certification body or that they are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013;
      3. ensure that itself and any Subcontractors / Supply Chain Manufacturers that have access to Buyer data or who process Buyer data shall be certified as compliant with the Cyber Essentials scheme. The Supplier shall provide CCS with a copy of the certificate of compliance before the Supplier or the relevant Subcontractor shall be permitted to store, process or access OFFICIAL data (see Section 28) provided by the Buyer; and
      4. provide certified evidence of compliance and that of any Subcontractor, if applicable, that is processing payment card data with Payment Card Industry/Data Security Standard (PCI DSS) v3.2.1 by a Payment Card Industry/Data Security Standard Qualified Security Assessor (QSA) who is qualified by the Payment Card Industry Security Standards Council.
  1. **Breach of Security**
     1. If either party becomes aware of a Breach of Security it shall notify the other in accordance with the incident management process.
     2. The incident management process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:
        1. Immediately take all reasonable steps necessary to:
           1. minimise the extent of actual or potential harm caused by such Breach of Security;
           2. remedy such Breach of Security to the extent possible;
           3. apply a tested mitigation against any such Breach of Security; and
           4. prevent a further Breach of Security in the future which exploits the same root cause failure.
     3. As soon as reasonably practicable and, in any event, within two (2) Working Days, following the Breach of Security or attempted Breach of Security, provide to CCS full details of the Breach of Security or attempted Breach of Security, including a root cause analysis.
     4. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Supplier with the security requirements set out in Section 27.2, then any required change to the Supplier’s security management arrangements in relation to this Framework Contract shall be at no cost to CCS.
  2. **Security Testing**
     1. The Supplier shall, at its own cost and expense, procure and conduct Testing of the Solution by a CHECK Service Provider or a CREST Service Provider (“IT Health Check”) and such other security Tests as may be required by CCS. IT Health Check (ITHC) supporting guidance can be found at:

<https://www.gov.uk/government/publications/it-health-check-ithc-supporting-guidance/it-health-check-ithc-supporting-guidance>.

* + 1. The Supplier shall complete all of the above security Tests before the Supplier submits the Security Management Plan to CCS for review and it shall repeat the IT Health Check not less than once every twelve (12) months during the Contract Period of the Framework Contract and submit the results of each such Test to CCS for review.
    2. In relation to each IT Health Check, the Supplier shall agree with CCS the aim and scope of the IT Health Check promptly, no later than ten (10) Working Days following the receipt of each IT Health Check report, and shall provide CCS with a copy of the full report.
    3. In the event that the IT Health Check report identifies vulnerabilities, the Supplier shall prepare a Vulnerability Management Plan for all vulnerabilities identified, for approval by CCS. Each Vulnerability Management Plan shall detail:
       1. how the vulnerability will be remedied, the Tests which the Supplier shall perform or procure to be performed (which may, at the discretion of CCS, include a further IT Health Check) to confirm that the vulnerability has been remedied;
       2. unless otherwise agreed in writing between the Parties, the date by which the vulnerability shall be remedied, must be:
          1. within seven (7) Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “critical”;
          2. within one (1) Month of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “high”; and
          3. within three (3) Months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “medium.”
    4. The Supplier shall ensure that any Testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Tests shall be agreed in advance with CCS.
    5. If any Testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Supplier solution, the Supplier shall within two (2) Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide CCS with a copy of the Test report and propose interim mitigation measures to vulnerabilities in the solution known to be exploitable where a security patch is not immediately available; and
       1. where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in Order to reduce the attack surface of the Supplier System) within the timescales set out in the Test report or such other timescales as may be agreed with CCS.
    6. The Supplier shall notify CCS immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set in Section 27.4.6.
    7. Where the Supplier is required to implement a change, including any change to the Supplier solution, the Supplier shall effect such change at its own cost and expense.
  1. **Data Security**
     1. The data security classification for this Framework Contract shall be OFFICIAL TIER. The Supplier shall comply with the Government Security Classifications 2014 (the current version at the time of this procurement) which may be accessed here:

<https://www.gov.uk/government/publications/government-security-classifications>

* + 1. The Supplier shall ensure that they and any Subcontractor engaged by the Supplier to deliver the Services are compliant with and operate to the ISO 27001 Information Security Management standards. Where the Supplier holds such accreditation these must be provided upon Framework Contract award during the standstill period, and where a Supplier may be working towards these, within the period for implementation as further described in the Framework Award Form.
    2. The Supplier shall ensure that the Buyer’s information and data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Framework Contract.
    3. At the end of the Contract Period of the Framework Contract and each Contract, the Supplier shall permanently delete all personal and sensitive Buyer data, and Buyer and CCS profiles, unless specifically requested by CCS and/or the Buyer(s) in writing not to.
    4. The Supplier shall be required to have their own security operating procedures that shall be made available to CCS and/or Buyers prior to Framework Contract award to provide assurance of data security.
    5. The Supplier shall take all measures reasonably necessary to ensure that all Supplier Staff involved in the performance of the Framework Contract are aware of all ongoing data security and confidentiality requirements.
    6. The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyer’s and CCS representative’s immediately.
    7. The Supplier must confirm that all Supplier Staff delivering and supporting the Service have undergone appropriate security vetting and have appropriate clearances.

# **Off- shoring**

* 1. The Supplier shall provide CCS with a statement of the physical location where all data will be stored, processed and managed. Any change to the location will need Approval from CCS.

# **Data Protection Impact Assessment**

* 1. The Supplier will comply with the Data Protection Impact Assessment in accordance with UK GDPR.

# **Business Continuity and Disaster Recovery**

* 1. Within thirty (30) days of the Start Date, the Supplier shall establish appropriate Business Continuity and Disaster Recovery (BCDR) Plans which shall cover appropriate measures and arrangements, to ensure continuity of the delivery of Goods in the event of the failure or disruption to the Supplier’s systems, data, or workplace facilities.
  2. The Supplier shall ensure that:
     1. the BCDR Plans shall be established and maintained in accordance with the principles and operation of ISO22301 and any new or emergent or updated Standards;
     2. the BCDR Plan is comprehensive and details the processes by which significant disruptions will be managed to support Buyers in the event of any disruptions of significant scale and impact;
     3. the details of the Supplier’s process for the management of the potential emergency shall be clearly defined in the BCDR Plan.
  3. Should an event occur at any time, the Supplier shall notify CCS and any affected Buyers within four (4) hours of such event and implement and comply with its BCDR Plan, and provide regular written reports to CCS and each affected Buyer on such implementation.
  4. CCS Buyers may require the Supplier to undertake tests of some or all aspects and procedures in the BCDR Plan at any time and the Buyers shall be entitled to participate in any such tests.

# **Exit and Transition**

* 1. The Supplier shall provide CCS with an exit plan meeting the requirements of this paragraph 31 (the ”**Exit Plan**”) six (6) Months from the start Date of the Framework Contract.
  2. The Supplier shall maintain and update the Exit Plan annually.
  3. The Exit Plan will be reviewed and Approved by CCS.
  4. The final updated Exit Plan shall be provided to CCS for review and Approval six (6) Months prior to the End Date of the Framework Contract.
  5. The Exit Plan shall include, but not be limited to, the following information:
     1. named Supplier Staff who will work with CCS to develop, update and implement the agreed exit strategy;
     2. all Buyer profiles broken down by Buyer;
     3. spend volume value and transaction numbers, broken down by Buyer;
     4. payment methods used by Buyer;
     5. a mutually-agreed communications plan;
     6. any other information that is specific to a Buyer in connection with the provision of the Goods;
     7. an agreed strategy around live Orders, including, but not limited to, supporting live Orders after the End Date of the Framework Contract or Contract (as applicable), as well as refunds, changes and exchanges; and
     8. a risk management plan.
  6. The Supplier shall ensure that any documents and data required for the Exit Plan shall be presented in a reasonable format.
  7. The Supplier shall ensure that Government data is not compromised during the exit process.
  8. There shall be no adverse impact on the Buyer or CCS’s experience in relation to the Ordering of Goods during the exit process.
  9. The Supplier shall continue to provide the Goods during the exit process without disruption or deterioration of the Service and in accordance with this Framework Contract and each Contract.
  10. The Supplier shall ensure that they continue to provide the required reports and MI from the End Date of this Framework Contract until all Buyers have been transitioned onto a new Contract.
  11. The Supplier shall maintain and destroy data at no additional cost to CCS and/or the Buyer. The Supplier shall confirm in writing when all data has been destroyed.