# Framework Schedule 4 (Framework Management)

1. **Definitions**
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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| **"Supplier Framework Manager"** | has the meaning given to it in Paragraph 3.1 of this Schedule; and |
| **"Supplier Review Meetings"** | has the meaning given to it in Paragraph 3.9 of this Schedule. |

1. **How the Authority And The Supplier Will Work Together**
	1. The successful delivery of this Contract will rely on the ability of the Supplier and the Authority to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.
	2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.
	3. This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Contract Period.
2. **Framework Management**

**Framework Management Structure**

* 1. The Supplier shall provide a suitably qualified nominated contact (the "**Supplier Framework Manager**") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
	2. The Supplier shall put in place a structure to manage this Contract inaccordance with Framework Schedule 1 (Specification) and the Performance Indicators.
	3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
	4. Following discussions between the Parties following the Framework Start Date, where requested by the Authority, the Supplier shall produce and issue to the Authority a draft supplier action plan (the **"Supplier Action Plan"**). The Authority shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
	5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come intoeffect within two weeks from receipt by the Supplier of the Authority’s notification.
	6. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
	7. The Supplier shall comply with all requests from the Authority in regard to compliance requirements as required including:
		1. D&B risk failure score monitoring;
		2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
		3. invoice payment performance; and
		4. verification of required accreditations & certifications.
	8. Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.7 (Partially Ending and Suspending the Contract), for a period as decided by the Authority.

**Supplier Review Meetings**

* 1. Regular performance review meetings will take place at the Authority’s premises throughout the Framework Contract Period **("Supplier Review Meetings' ')** at such times and frequencies as the Authority determines from time to time (which are anticipated to be once per quarter or less)**.**  The Parties shall be flexible about the timings of these meetings.
	2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Authority and sent to the Supplier in advance.
	3. The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.
1. **How The Supplier’s Performance Will Be Measured**
	1. The Supplier’s performance will be measured by the following Key Performance Indicators (“KPI”) and Performance Indicators (PI):

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|  Key Performance Indicators (KPIs)  | Description  | Target / RAG | Applies | Reporting Frequency |
| Total SME spend (Framework Level) Target Cumulative across Framework | Percentage of Total Spend under the framework either directly or indirectly with Small and Medium Enterprises (Target) | Green – >37% Amber – 30<x<37%Red - <30% | Suppliers awarded works  | Quarterly  |
| Prompt Payment – Suppliers  | Average days to pay supply chain  | Green – 1<x<25 daysAmber – 25<x<30 days Red - >30 days | Suppliers awarded works | Quarterly |
| Management information - Reporting requirements provided on time | An aggregated report of Management Information (MI) is provided for each call-off contract on a quarterly basis. This will consist of the KPI and MIs agreed at call-off level for each call-off contract.  | Green – 98<x<100%Amber – 90<x<98%Red - <90%  | All Framework Suppliers  | Quarterly |
| Customer Satisfaction | Customer satisfaction (from end of Contract feedback forms) rating. Feedback collected ad-hoc as contracts end, average score updated Quarterly | Green – 8<x<10Amber – 6<x<8Red - <6 (subject to finalisation of scoring matrix) | Suppliers awarded works | Quarterly / Rolling |
| Call-Off contracts delivered to agreed budget | % of Call-Off contracts delivered to agreed budget \*Excludes agreed increases, or increases that are not due to Supplier fault | Green – 95<x<100%Amber – 90<x<95%Red - <90%  | Suppliers awarded works | Quarterly / Rolling  |
| Call-Off contracts delivered to agreed timeline | % of Call-Off contracts delivered to agreed time \*Excludes agreed increases, or increases that are not due to Supplier fault | Green – 95<x<100%Amber – 90<x<95%Red - <90%  | Suppliers awarded works | Quarterly / Rolling  |

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| **Performance Indicator (PI)** | **PI Target** | **Measured by** |
| Supplier self-audit certificate to be issued to the Authority in accordance with the Framework Contract. | 100% if accurate and on time. | Confirmation of receipt and time of receipt by the Authority. |
| Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report. | 100% if no Action Plan is required. 100% if all actions since last audit have been delivered to plan. 66% if one or two actions are late. 33% if three or four actions are late. 0% if more than 4 actions are late. | Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report. |
| Insurance certificates to be issued to the Authority in accordance with the Framework Contract. | 100% if accurate and on time. | Confirmation of receipt and time of receipt by the Authority. |
| Report on an annual basis from the Framework Start Date all social value commitments and their benefits for all Call-Off Contracts. | 100% if accurate and on time. | Confirmation of receipt and time of receipt by the Authority. |

* 1. The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.
	2. The Authority reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between the Authority and the Supplier in accordance with the Variation Procedure.
	3. The Authority reserves the right to use and publish the performance of the Supplier against the PIs without restriction.
1. **What The Supplier Must Do To Measure Their Performance**
	1. The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
		1. tracking reductions in product volumes and product costs, in order to demonstrate that the Authority is consuming less and buying more smartly;
		2. developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
	2. The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
	3. The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.
2. **What To Do If The Supplier** **And The Authority Can’t Agree About The Performance**
	1. In the event that the Authority and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Authority Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
	2. In cases where the Authority Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
3. **Marketing**
	1. The Supplier shall ensure that a person is appointed as Supplier Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

**How The Supplier Must Contribute To The Authority’s Publications**

* 1. The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in the Authority marketing materials when required by the Authority from time to time.
	2. Such information shall be provided in such form and at such time as the Authority may request.
	3. Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

**What Suppliers Can Say In Its Own Publications**

* 1. All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the Authority branding guidance as provided to the Supplier by the Authority.
	2. The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
	3. The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
	4. The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with the Authority using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Authority may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within 1 Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.