**Framework Schedule 1 Specification (Core Requirements)**

**Logistics, Warehousing, and Supply Chain Solutions (RM6329)**

The Specification sets out what we and our Buyers want.

The Specification for this Framework Contract has been structured in the following way:

* Core Requirements - these are requirements that are applicable to all the Framework Contract Lots. The Core Requirements should be read in conjunction with each of the Lot specific Annex.
* Annex - these are the Lot specific requirements under this Framework Contract. For example, the Deliverables for Lot 1 (Haulage and Distribution Solutions) can be found within Annex 1.
* The Framework Contract has eight (8) Lots, therefore there are eight (8) annexes. These are:
  + Annex 1 - Lot 1: Haulage and Distribution Solutions
  + Annex 2 - Lot 2: Warehousing and Storage Solutions
  + Annex 3 - Lot 3: Logistics Consultancy, Supply Chain, and Design Solutions
  + Annex 4 - Lot 4: 3rd Party, 4th Party, and 5th Party Logistics Solutions
  + Annex 5 - Lot 5: Removal and Relocation Solutions
  + Annex 6 - Lot 6: Vehicle and Plant Movement, Storage, and Detention Solutions
  + Annex 7 - Lot 7: Events, Shows and Exhibition Logistics Solutions
  + Annex 8 - Lot 8: Construction Logistics and Associated Solutions
* Each Lot of this Framework Contract is separated into mandatory Deliverables and optional Deliverables.

The Supplier must only provide the Deliverables for the Lot(s) that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any Standards of the Buyer.

The Deliverables and any Standards may be refined (to the extent permitted and set out in Framework Schedule 6 - Call Off Order Form) by a Buyer during a Further Competition Procedure to reflect its requirements for entering a particular Call-Off Contract.

# **Introduction**

* 1. Crown Commercial Service (CCS), hereafter known as the ’The Authority’, is seeking to establish a Framework Contract (e.g. a CCS Commercial Agreement) with multiple Suppliers for the provision of Logistics, Warehousing, and Supply Chain Solutions for use by the UK public sector.
  2. The term of the Framework Contract will be for a period of forty-eight (48) months. There will be no option to extend the Framework Contract.
  3. Call-Off Contracts under this Framework Contract are expected to be of a length commensurate with the Buyer’s Specifications and in line with UK public sector best practice but are not generally expected to exceed 7 years beyond Framework Contract expiry.
  4. The purpose of this Framework Specification (Core Requirements) and supporting Annexes is to set out the minimum scope of the Deliverables (e.g. Goods, Services, and Solutions) that the Supplier shall be required to make available to Buyers, and provide a description of what the Deliverables will entail, together with the specific standards applicable. Buyers may require additional services during the Call-Off Procedure and this will be permissible as long as the services fall within the scope of the title of the Lot.
  5. The Deliverables shall be provided across the UK (England, Wales, Scotland, Northern Ireland) and where specified by mandatory or optional Lot requirements, also Internationally (EU and the Rest of the World).
  6. The Deliverables will be required to serve business addresses, residential addresses, and any other locations that the Buyer determines. This may include but not be limited to:
     1. ports;
     2. airports;
     3. rivers;
     4. roadside;
     5. military establishments;
     6. secure facilities,
     7. medical establishments;
     8. hospitals, construction sites;
     9. potentially hostile environments and
     10. field operations.
  7. This Framework Contract shall be managed centrally by the Authority and each Call-Off Contract shall be managed by the Buyer(s). Buyer(s) (or their nominated agents or Buyer Authorised Representative) are responsible for the management of their individual Call-Off Contract pursuant to this Framework Contract.
     1. For the avoidance of doubt, the Authority will not manage a Call Off Contract on behalf of a Buyer.
  8. A full list of Buyer(s) who are able to use this Framework Contract from its commencement can be found in the Find a Tender Service (FTS) contract notice.
  9. Suppliers are required to comply with ALL the regulatory requirements, relevant laws, accreditations, and hold all necessary licences to ensure full legal compliance in the performance of the Deliverables in their region of operation.
  10. It is envisaged that the Framework Contract will be accessed by a broad base of Buyers with differing requirements.
      1. The Supplier shall have flexibility and scalability to meet the current and future needs and strategies of public sector Buyer(s) during the Call Off Procedure in order to accommodate this.

# **Hours of Operation**

* 1. The mandatory hours of operation for each Lot shall be Monday to Friday, excluding bank holidays, between the hours of 08:00 and 18:00. However, Buyers may request alternative times and days of operation. The Buyer will determine the exact business requirement during the Call-Off Procedure.
  2. It should be noted that if a Buyer requests hours of operation during the Call-Off Procedure that includes bank holidays, this refers to bank holidays that apply to any area where the Deliverables are to be performed, including but not limited to UK and any international location where the Buyer may require services to be performed.
  3. The Supplier shall demonstrate flexibility in their service offering and this may include, but not be limited to, performing services which are out of standard working hours including the ability to deliver 24 hours a day, 365 days a year.

# **Pricing**

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* 1. The mandatory Deliverables pricing structure for all Lots in this Framework Contract will comprise of the following:
     1. All pricing inserted into Framework Schedule 3 (Framework Prices) of the Framework Contract will be used within the Call-Off Award Procedure, as the maximum chargeable rate by the Supplier for all Lots;
     2. The maximum Framework Contract prices cannot be exceeded at any time during the life of the Framework Contract, but can be decreased during the Call-Off Procedure, as set out in Framework Schedule 7 (Call-Off Award Procedure) of the Framework Contract to reflect the Buyer’s exact requirements and volumes.
     3. The maximum Framework Contract prices shall be fixed for a two (2) year period from the commencement of the Framework Contract. Suppliers may seek an adjustment of the maximum Framework Contract prices following the second (2nd) anniversary of the framework award in accordance with Framework Schedule 3 (Framework Prices);
     4. The Authority shall consider each request for a price increase, following the second (2nd) anniversary of the Framework Contract Commencement Date in accordance with Framework Schedule 3 (Framework Prices). The Authority may grant approval to an increase at its sole discretion.
     5. A Supplier may reduce their maximum Framework Contract prices at any time during the lifetime of the Contract Period. Suppliers shall notify the Authority of any price decreases and request the appropriate price template for completion of the price decreases.
     6. The Call-Off prices may be varied in accordance with the Call-Off Award Procedure, as set out in Framework Schedule 7 (Call-Off Award Procedure) of the Framework Contract, but at no time shall exceed the Suppliers stated maximum Framework Contract prices. Suppliers will be required to agree specific price review periods with a Buyer(s) as part of the Call-Off Contract.

# **Open Book Cost Model**

* 1. The Supplier shall acknowledge the importance to the Buyer of financial transparency and obtaining value for money in the relevant market.
  2. ~~The Supplier shall actively manage its costs so as to provide the Deliverables in the most cost effective manner and deliver value for money to the Buyer, in particular the Supplier shall demonstrate to the Buyer that the costs are within 15% of the best price available, adopting the following procedure each month:~~
     1. ~~the Buyer shall within the first fourteen (14) days of each Month~~ ~~notify the Supplier in writing of its requirements in the following Month~~
  3. ~~Within five (5) Working Days of receiving notification of the Buyer’s requirements:~~
     1. ~~the Buyer shall test the market and obtain confirmation of the Best Price Available and notify the same to the Supplier in writing;~~
     2. ~~the Supplier shall, in advance of confirming the booking with the relevant Carrier, submit to the Buyer the open book data so as to meet the Buyer’s requirements for validation that the proposed costs are within 15% of the best price available and the Buyer’s express prior approval.~~
  4. ~~Within ten (10) days of receiving the Open Book Data, the Buyer shall either:~~
     1. ~~approve the expenditure of the proposed costs in the open book data, whereupon the Supplier shall proceed to book the required services and incur such costs, which will then form part of the Charges; or~~
     2. ~~confirm that the proposed costs in the open book data are more than 15% higher than the best price available, whereupon the Supplier shall either, engage the relevant carrier who gave the Buyer the best price available or at its own expense bear the difference between 15% of the best price available and the costs it actually incurs in meeting the Buyer’s requirements in the following Month and reduce the costs payable by the Buyer so as to charge the Buyer no more than 15% of the best price available for the costs so as to meet the Buyer’s requirements each Month.~~
  5. ~~In the event of a Dispute between the Parties in connection with the best price available, calculation of the proposed costs or the actual costs, or the operation of this Paragraph 4.5, the Parties shall each submit written justification of their position and attempt to reach agreement in the Operational Board Meeting held in the Month on which the Buyer notifies the Supplier of its requirements for the following Month. In the event that the Parties fail to reach agreement on the subject matter of any such Dispute, it shall be resolved in accordance with the provisions of Clause 34 of the Core Terms.~~
  6. ~~In addition to the costs (following approval of those costs pursuant to the process set out in this Paragraph 4.6), the Supplier shall also be entitled to charge the Buyer the agreed management fee in respect of the services, subject to the terms of Call-Off Schedule 14 (Service Levels) (where applicable), and in particular the consequences arising from a failure to meet the required standard in the KPI relating to Financial Management.~~
  7. ~~Throughout the Contract Period, and for a period of eighteen (18) Months following the End Date, the Supplier shall:~~
     1. ~~maintain and retain the open book data; and~~
     2. ~~disclose and allow the Buyer and/or its duly authorised agents or subcontractors access to the open book data.~~
  8. The Supplier shall be aware that Buyers may choose to use an open book cost model approach for the pricing of their Call-Off and they may require Open Book Data as defined in Joint Schedule 1, Definitions. This will be defined by the Buyer during the Call-Off Procedure.

# **Contracts with Suppliers from Russia or Belarus**

* 1. In March 2022, the Government introduced its Public Procurement Note 01/22 ‘Contracts with Suppliers from Russia or Belarus’ (PPN 01/22) in response to the invasion of Ukraine by Russia, which was met with unprecedented global condemnation.
  2. The UK Government introduced financial and investment sanctions aimed at encouraging Russia to cease actions which destabilised Ukraine.
  3. This PPN requires that Contracting Authorities, such as CCS, should consider how they can further cut ties with companies backed by the states of Russia and Belarus, including declining to consider tenders.
  4. The link to the PPN is here:

<https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus>

* 1. The Authority will therefore apply PPN 01/22 to all Suppliers (and any Key Subcontractors) named in a tender). Unless exceptions in the PPN apply, the Authority may:
     1. Exclude from this competition any tenders that are deemed from Suppliers (or subcontractors) who are constituted or organised under the law of Russia or Belarus or whose ‘Persons of Significant Control’ information states Russia or Belarus of residency; or
     2. Request that a Supplier find a replacement subcontractor by a specified deadline before its tender can be included in this competition.

# **Mandatory Requirements – Applicable to all Lots**

This section provides details of the mandatory Deliverables that Suppliers will be expected to fulfil in their entirety, in order to meet the Deliverables of this Framework Contract. These apply across ALL Lots. It is important that Suppliers take time to fully understand these requirements, and in particular, the need for full compliance from the implementation of Call-Off Contracts with Buyers.

* 1. **Account Management**
     1. The Supplier shall within five (5) days of signing a Framework/Call Off Contract provide the Authority with a named Supplier Framework Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Buyers.
     2. The nominated Supplier Framework Manager shall have a minimum of two (2) years relevant industry experience. The Supplier shall also ensure that a deputy supplier Framework manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Supplier Framework Manager’s unavailability and absence. The Supplier shall ensure that the deputy supplier Framework/contract manager has the same powers, authority and discretion as the Supplier Framework/Contract Manager.
     3. If a change of Framework Management personnel is required the Supplier shall inform the Authority of the change at least one (1) month prior to the change taking effect. The Supplier shall ensure a suitable handover period is included in any change of personnel.
     4. The Supplier shall support the Buyers in providing recommendations in relation to the Deliverables including improving value for money through the use of your internal systems.
     5. The Supplier shall provide and maintain a dedicated customer service team which will act as the first point of contact and focal point for all enquiries from Buyers available within business hours, Monday to Friday from 8am until 6pm.
     6. The Supplier Framework Manager shall hold Supplier Review Meetings with the Authority with agenda items and the frequency of meetings to be agreed by the Authority in accordance with Framework Schedule 4 – Framework Management.
  2. **Supplier Staff Skills, Experience, Capacity, and Capability** 
     1. The Supplier shall ensure that all Supplier Staff and where appropriate Key Subcontractors possess the qualifications, experience and competence appropriate to the tasks for which they are employed or engaged.
     2. The Supplier shall ensure that the appropriate number of resources with relevant experience and skills are allocated to each Call-Off Contract. This shall be reviewed and managed throughout the duration of the Call-Off Contract(s) in order to ensure the Buyer’s requirements and timescales are met.
     3. The Supplier shall maintain the appropriate level of capability and capacity of resources throughout the lifetime of the Framework Contract to meet the Deliverables of Buyers effectively, whilst providing flexibility and scalability.
     4. The Supplier shall take all reasonable measures to ensure continuity of Supplier Staff over the lifetime of the Call-Off Contract(s).
     5. The Supplier shall ensure that in the event a member of Supplier Staff allocated to a Buyer(s) Call-Off Contract is unable to undertake the Deliverables, a suitable replacement member of Supplier Staff is provided.
     6. The Supplier shall ensure that any replacement member of Supplier Staff has the same level of relevant experience, qualification, capability and security clearance and is provided in a timely manner to ensure continuity in the provision of the required Deliverables.
     7. The Supplier shall ensure that any replacement members of Supplier Staff or, if applicable, Key Subcontractors, are agreed with the Buyer in advance. Any additional costs that may be incurred as a result of such a change in Supplier Staff shall be met by the Supplier, unless mutually agreed with the Buyer in writing and in advance.
     8. The Supplier shall provide the Buyer with a designated lead contact and shall specify the Supplier’s team that will be allocated to the management of the Deliverables.
     9. The Supplier shall demonstrate the successful delivery of local and/or national projects of the same or similar nature and size either in the public or private sector, where required to do so by the Buyer.
     10. The Supplier shall ensure that all Supplier Staff and where appropriate Key Subcontractors, adhere to and comply with Buyer’s Health, Safety, and Environmental requirements at all times.
  3. **Supplier Staff Income Standards** 
     1. The Supplier shall ensure that all Supplier Staff employed in the delivery of Services under this Framework Contract and any Call-Off Contract receive a wage and benefits that meet, as a minimum, the national legal standards in the country of employment.
     2. The Supplier shall be aware that Buyers’ may have a requirement for the Supplier to meet other voluntary wage requirements such as the London living wage. Any such requirements will be defined by the Buyer during the Call-Off Procedure.
  4. **Fair, Inclusive and Ethical Employment Practices and Skills Development** 
     1. The Authority and the Buyer(s) consider the delivery of high quality public services to be critically dependent upon a workforce that is inclusive, well motivated, well-led and has appropriate opportunities for training and skills development.
     2. All organisations with 250 or more employees must publish and report specific figures about their gender pay gap. The Supplier shall progress towards equalising this. More information can be found at:

<https://www.gov.uk/guidance/gender-pay-gap-reporting-overview>

* 1. **Customer Support** 
     1. The Supplier shall make available to the Buyer(s) a single point of contact capable of recording and dealing with all enquiries from Buyer(s) in relation to the Deliverables being provided under the Call-Off Contract.
     2. As a minimum, customer service and support hours will cover the minimum operating hours of 08.00 to 18.00 Monday to Friday, excluding bank holidays.
     3. Suppliers shall offer the flexibility to provide these services out of hours, weekends, bank holidays and at any other times as required by the Buyer. The exact requirements will be defined by the Buyer during the Call-Off Procedure.
  2. **Incident Management**
     1. The Supplier shall agree to an incident management process and procedure for the reporting and managing of all issues that arise during the performance of the Call-Off Contract which align to the Buyer’s requirements.
     2. The Supplier shall agree with the Buyer an incident management log, incident classification regime, and resolution times in accordance with best industry practice while recognising the nature of the Deliverables to be delivered.
     3. The Supplier shall have an escalation process in place for managing incidents which will be agreed with the Buyer during the Call-Off Procedure.
     4. The Supplier shall implement a Rectification Plan in accordance with Joint Schedule 10 (Rectification Plan) in the event a Default occurs in the provision of the Deliverables.
  3. **Key Subcontractors**
     1. The Supplier shall be the primary point of contact for all Key Subcontractors and/or Subcontractors and shall therefore be responsible for managing, controlling and maintaining all relationships throughout the lifetime of each Call-Off Contract.
     2. The Supplier shall ensure that where Key Subcontractors are used in the provision of the Deliverables, the Supplier must continue to manage, control and maintain Buyer facing activities, including but not limited to, all Call-Off Contract management activities, standards and invoicing to Buyers and the Authority.
     3. The Supplier shall advise of the engagement and employment status of any Key Subcontractors staff where there is likely to be TUPE or redundancy liability that may impact the Buyer or any successor Supplier. Any such liability should be advised to the Buyer before the Supplier resource model is implemented and is subject to written approval by the Buyer.
     4. The Suppliers shall provide evidence and reporting of the employment and/or engagement status between the Supplier, their ‘Staff’, ‘Key Subcontractors’ and any Subcontractor’s Staff’. The reporting of employment/engagement status relationships may include but not be limited to relationships where there are direct employees, those with worker status, those defined as self-employed, sole traders, freelancers, contractors, and subcontractors.
     5. The Supplier shall be responsible for ensuring that all Key Subcontractors’ accreditations and insurance policies required by the Authority remain current and in force, with evidence being provided to the Authority upon renewal of such policies and accreditations.
     6. Where part of the Deliverables are subcontracted the provisions of Joint Schedule 12 (Supply Chain Visibility) shall apply.
  4. **Delivering a Diverse Supply Chain**
     1. The Supplier shall ensure they support the delivery of the Authority’s and the Buyer(s) aspirations to ensure a diverse mix of Suppliers and resilient supply chains.
     2. The Supplier shall support the delivery of these priorities which are:
        1. Ensure growth and development through the provision of support to Small Medium Enterprises (SMEs) and Voluntary, Community or Social Enterprise organisation VCSEs) to develop resilient local supply chains;
        2. Development of supply chains to include, and be reportable upon, the principles of employee welfare, social value provisions, ethical and employment practices as set out under sections 5.4 (Fair, Inclusive and Ethical Employment Practices and Skills Development) and 6 (Our Social Value Priorities) of this agreement. This shall include supply chains organised either through formal or informal arrangements.
  5. **Prompt Payment**
     1. The Supplier shall ensure compliance with Procurement Policy Note (PPN) 08/21.
        1. This applies to Call-Off Contracts in excess of the £5m p.a. threshold. As such all Lots under this Framework Contract (RM6329) may be in scope.

<https://www.gov.uk/government/publications/procurement-policy-note-0821>

* + 1. The Authority and Buyers will use the published payment practice reports to monitor compliance.

<https://check-payment-practices.service.gov.uk/search>

* 1. **Security Standards**
     1. The Supplier shall comply with the provisions of Call-Off Schedule 9 (Security) and the Cabinet Office Security Policy Framework (SPF) throughout the lifetime of each Call-Off Contract. The SPF may be amended from time to time. Full details of the Cabinet Office SPF can be viewed via the link below:

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

* + 1. The Supplier shall be aware of the HMG personnel security controls standards set out in the link below.

<https://www.gov.uk/government/publications/hmg-personnel-security-controls>

* + 1. The Supplier shall be aware that Buyers may have a requirement for Supplier Staff, Key Subcontractors/Subcontractors to have a higher level of security clearance, including but not limited to Security Check (SC) clearance or Enhanced Disclosure Barring Service checks. The requirement for any such level of clearance shall be defined by the Buyer during the Call-Off Procedure.
    2. The Supplier shall be aware that Buyers may request additional security measures to comply with their own Security Policy. This may include, but is not limited to:
       1. Highly secure premises, e.g. Facility Security Clearance (FSC) formerly known as 'List X';
       2. Additional vehicle security features, e.g. Slam locks, reinforced cargo area, crew cab and/or cargo compartment camera monitoring and known Consignor Status.
       3. The requirement for any such security measures shall be defined by the Buyer during the Call-Off Procedure.
    3. The Supplier shall ensure that all Supplier Staff and where appropriate Key Subcontractors used in the provision of the Deliverables under this Framework Contract shall comply with security controls, procedures and policies as specified by the Buyer during the Call-Off Procedure.
    4. The Supplier shall have a process in place to ensure that no person who discloses that they have a relevant conviction, or who is found to have any relevant convictions, whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise, is employed or engaged in any part of the provision of the Deliverables without prior written approval of the Buyer.
    5. The Supplier shall comply fully with the provisions of Call-Off Schedule 9 (Security) as contained within Framework Schedule 6 (Order Form Template and Call-Off Schedules).

* 1. **Protection of Data and Confidentiality**
     1. The Supplier shall sign a Non-Disclosure Agreement (NDA)/confidentiality undertaking if requested by the Buyer prior to commencement of the Deliverables or at Call-Off Procedure stage.
     2. The Supplier shall ensure that the intellectual property of data is retained by the Buyer and that confidentiality of the Buyer’s information and data is protected.
     3. The Supplier shall ensure that all data collected and proposals made as a result of providing the Deliverables remain the property of the Buyer.
     4. The Supplier shall ensure that such data is shared only as strictly necessary for the performance of the Deliverables and sharing of any data shall be agreed with the Buyer in advance.
     5. The Supplier shall ensure that all data collected as part of the Deliverables provision is held securely for the duration of the Call-Off Contract and returned to the Buyer at the end of the Call-Off Contract Period, unless otherwise specified by the Buyer.
  2. **Processing Data**
     1. The Supplier shall comply fully with the obligation set out in Joint Schedule 11 (Processing Data).
     2. The Supplier shall not transfer any Personal Data it may obtain whilst performing its obligations under the Framework Contract or any Call-Off Contract outside of the EU without prior written consent of the Authority or the Buyer as set out in Joint Schedule 11 (Processing Data).
  3. **Information Security Management**
     1. The Supplier shall ensure that they and any Key Subcontractor(s) engaged by the Supplier to deliver the Deliverables are compliant with Procurement Policy Note PPN 09/23: Updates to the Cyber Essentials Scheme. Full details of the Cyber Essentials Scheme are below

<https://www.gov.uk/government/publications/ppn-0923-updates-to-the-cyber-essentials-scheme>

* + 1. The Supplier shall ensure that Buyers’ information and data is secured in a manner that complies with the Government Security Classification Policy rating appropriate to the classification of the information and data. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and data is transmitted across all applicable networks and/or in line with the Buyers’ requirements.

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

* + 1. The Supplier shall, where required, have the capability to employ encryption to information/data sent across a network or extracted by any means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating appropriate to the classification of the information and data and/or in line with the Buyers’ requirements.
    2. The Supplier shall comply with the requirements of the Buyer and where relevant, their Security Policy and procedures, to ensure that they have in place and operate to the required level of physical and data security and are able to comply with relevant security systems and/or networks. Any such requirements will be defined by the Buyer during the Call-Off Procedure.
    3. The Supplier shall not charge a Buyer for any specific standards and/or security compliance or accreditation/certification that the Buyer may specify during the Call-Off Procedure unless by agreement with the Buyer as part of the Call-Off Procedure.
    4. The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyer’s representative immediately and depending on the impact of the breach, shall also be reported to the Authority. Instances may include where a potential breach affects the security and privacy of the Citizen, the reputation of the Buyer/Supplier, and Authority or may be reportable to the Information Commissioner's Office (ICO).
  1. **Quality**
     1. The Supplier shall meet the range of Service Levels specified by the Buyer during the Call-Off Procedure that may include, but are not limited to:
        1. Collection on time;
        2. Processing time;
        3. Delivery on time.
     2. The Supplier shall ensure the Buyer's Service Levels or any other relevant service quality metric will be measured as agreed during the Call-Off Procedure.
     3. The Supplier will be required to pay Service Credits to the Buyers for failure to achieve targets in accordance with Call-Off Schedule 14 (Service Levels) as set out during the Call-Off Procedure.
  2. **Value For Money**
     1. The Supplier shall support Buyers and the Authority by driving behaviour towards implementing best practice and applying their knowledge and expertise to the market for more efficient and effective ways of working to optimise commercial benefits and delivery of savings, innovation, process improvement, and efficiencies over the lifetime of the Framework Contract.and each Call-Off Contract.
     2. This may include regular reviews with the Relevant Authority of the Deliverables and the way it provides them, with a view to reducing the Relevant Authority's costs (including the Charges/Framework Prices) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Relevant Authority must provide each other with any information relevant to meeting this objective.
     3. In addition to Paragraph 6.14.1, the Supplier may be requested by the Relevant Authority to produce at the start of each Contract (or where otherwise specified in the Order Form) a plan for improving the provision of the Deliverables and/or reducing the Charges/Framework Prices (without adversely affecting the performance of this Contract) (**"Continuous Improvement Plan"**) for the Relevant Authority's approval. The continuous improvement plan must include, as a minimum, proposals:
        1. identifying the emergence of relevant new and evolving technologies;
        2. changes in business processes of the Supplier or the Relevant Authority and ways of working that would provide cost savings and/or enhanced benefits to the Relevant Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
        3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables;
        4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Relevant Authority in meeting their sustainability objectives.
     4. The initial continuous improvement plan may be requested by the Relevant Authority during the first (1st) Contract Year and where applicable, shall be submitted by the Supplier to the Relevant Authority for approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
     5. The Relevant Authority reserves the right to request the initial Continuous Improvement Plan at any time during the Contract Period which may be after the first (1st) Contract Year, where it is deemed to be beneficial.
     6. The Relevant Authority shall notify the Supplier of its approval or rejection of the proposed continuous improvement plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised continuous improvement plan reflecting the changes required. Once approved, it becomes the continuous improvement plan for the purposes of this Contract.
     7. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
     8. If the Relevant Authority wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
     9. Once the first continuous improvement plan has been approved in accordance with Paragraph 6.14.6
        1. the Supplier shall use all reasonable endeavours to implement any agreed Deliverables in accordance with the continuous improvement plan; and
        2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the continuous improvement plan
     10. The Supplier shall update the continuous improvement plan as and when required but at least once every Contract Year (after the first continuous improvement plan has been approved) in accordance with the procedure and timescales set out in Paragraph 6.14.4.
     11. All costs relating to the compilation or updating of the continuous improvement plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
     12. Should the Supplier's costs in providing the Deliverables to the Relevant Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Relevant Authority by way of a consequential and immediate reduction in the Charges for the Deliverables.
  3. **Benchmarking**
     1. The Supplier shall comply with the requirements and associated processes as they relate to Benchmarking as set out in the following paragraphs.
     2. The Relevant Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
     3. The Relevant Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
     4. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
     5. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Relevant Authority in writing.
     6. Upon its request for a Benchmark Review the Relevant Authority shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Relevant Authority may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
     7. The cost of a benchmarker shall be borne by the Relevant Authority (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Relevant Authority.
     8. The benchmarker shall produce and send to the Relevant Authority, for Approval, a draft plan for the Benchmark Review which must include:
        1. a proposed cost and timetable for the Benchmark Review;
        2. a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
        3. a description of how the benchmarker will scope and identify the Comparison Group.
     9. The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
     10. The Relevant Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 15.15.10 shall apply to any amended draft plan.
     11. Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
     12. Once it has received the Approval of the draft plan, the benchmarker shall:
         1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgement using:
            1. market intelligence;
            2. the benchmarker’s own data and experience;
            3. relevant published information; and
            4. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
            5. by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
            6. using the Equivalent Data, calculate the Upper Quartile;
            7. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
     13. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
     14. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
         1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
         2. exchange rates;
         3. any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.
     15. For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
     16. The benchmarker shall prepare a Benchmarking Report and deliver it to the Relevant Authority, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
         1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
         2. if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value;
         3. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
     17. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Relevant Authority in accordance with Clause 24 of the Core Terms (Changing the contract).
     18. The Supplier shall ensure that where volumes are secured under this Framework Contract, they shall employ strategies to leverage the benefit of such volumes in their commercial offering to ensure best value for the Buyer. Such strategies may include working with the supply chain to maximise any efficiency and ensuring sustainability of supply.
     19. The Supplier shall be aware that Buyers may work in collaboration to cluster their requirements to drive value and efficiencies as set out in Call-Off Schedule 12 (Clustering). This approach shall be entirely permissible and the Supplier shall be expected to adjust their commercial proposition to reflect this collaborative approach in a way that benefits the Buyer(s).

* + 1. The Supplier shall be aware that Buyers may have requirements that fall within a small geographical area such as a limited region or postcode area. Where appropriate, the Supplier may leverage these localised Buyer needs in their commercial offering to ensure best value for the Buyer.
  1. **Government buying standards** 
     1. Where applicable to the Deliverables and where requested by the Buyer, the Supplier shall fully comply with all aspects of the Government Buying Standards.

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

* + 1. All Central Government departments and their related organisations are required to meet the mandatory Government Buying Standards when buying Goods and Services in the relevant product groups covered on the above site when Deliverables are procured either directly or indirectly.
  1. **Application of the Playbooks**
     1. The Sourcing Playbook will apply to both the Framework Contract and any subsequent Call-Off Contracts under the Framework Contract.

<https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks>

* + 1. The Consultancy Playbook will apply to the following Lots under this Framework Contract and any subsequent Call-Off Contract:
       1. Lot 3 (Logistics Consultancy, Supply Chain, and Design Solutions), and
       2. Lot 8 (Construction Logistics and Associated Solutions)
       3. However, it may also apply to other Lots, Buyers will determine if it would apply to their Call-Off contract.

<https://www.gov.uk/government/publications/the-consultancy-playbook>

* + 1. The [Construction Playbook](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/941536/The_Construction_Playbook.pdf) will not apply to the Framework Contract, however, Buyers will determine if it would apply to their Call-Off contract.

<https://www.gov.uk/government/publications/the-construction-playbook>

* 1. **Modern Slavery**
     1. Under section 54 of the Modern Slavery Act 2015, organisations that meet certain criteria are legally required to publish an annual modern slavery statement in a prominent place on their website. They are also encouraged to make statements from previous years available online.

<https://modern-slavery-statement-registry.service.gov.uk/>

* + 1. In addition, organisations are strongly encouraged to publish their statements on the Modern slavery statement registry, as this will be mandatory in the future. Currently, the legislation applies to commercial organisations that:
       1. Are a body, corporate or a partnership (described as an ‘organisation’ in this service), wherever incorporated;
       2. Carry on a business, or part of a business, in the UK;
       3. Supply goods or services;
       4. Have an annual turnover of £36 million or more.
    2. The logistics and warehousing industry is defined as a High Risk industry and as such, the Authority requires all Suppliers to undertake a Modern Slavery Assessment using a toolkit provided by the Authority. Such assessments will become due within six months of the Framework Award then annually thereafter on the anniversary date of the Framework Award.
  1. **Carbon Reduction Plans (PPN 06/21)**
     1. This PPN applies to framework agreements where it is anticipated that the individual value of any contract to be awarded under the Framework Contract is greater than £5 million per annum (excluding VAT). On the basis that all Lots of this framework have the potential to result in Call-Off Contracts in excess of £5m per annum (excluding VAT), all Suppliers are required to submit a Carbon Reduction Plan at framework selection question stage.

<https://assets.publishing.service.gov.uk/media/62066d5ae90e077f7dec749e/PPN-0621-Taking-account-of-Carbon-Reduction-Plans-Jan22__1_.pdf>

# **Our Social Value Priorities**

* 1. The provisions of Procurement Policy Note (PPN) 6/20 - ‘Taking Account of Social Value in the Award of Central Government Contracts’ shall apply to ‘In Scope Organisations’, namely Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies.
  2. In-Scope Organisations should take action to apply this PPN when procuring goods and/or services and/or works with an anticipated contract value above the prevailing Public Contracts Regulations 2015 thresholds.

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

* 1. This agreement is enabled for Buyers to apply any or all of the Social Value themes set out in PPN 6/20. These are:
     1. COVID-19 recovery
     2. tackling economic inequality
     3. fighting climate change
     4. equal opportunity
     5. wellbeing
  2. For this Framework Contract the Authority has selected two (2) priority themes as set out in paragraphs 7.5 and 7.6 below.
  3. **Social Value Priority 1 - Theme 2: Tackling Economic Inequality**
     1. The sub criteria under Theme 2 are:
        1. Create new businesses, new jobs and new skills;
        2. Promote social mobility;
        3. Increase supply chain resilience and capacity
     2. Theme 2 has been selected as a priority as it has relevance to the logistics and warehousing industry in terms of the outcomes that can be achieved through the supply market focus. As such, Suppliers are required to provide an annual report on their progress in delivering increasing benefit to society in one or more of the sub criteria. This progress will also form part of the supplier relationship management model.
  4. **Social Value Priority 2 - Theme 3: Fighting Climate Change**
     1. The sub criteria under Theme 3 are:
        1. Deliver additional environmental benefits including working towards net zero greenhouse gas emissions;
        2. Collaborative way of working with the supply chain to deliver additional environmental benefits;
        3. Training and education to influence behaviour to reduce

waste and use resources more efficiently;

* + - 1. Collaborating with the community in support of environmental objectives
    1. Theme 3 has been selected as a priority as it has relevance to the logistics and warehousing industry in terms of the outcomes that can be achieved through the supply market focus. As such Suppliers are required to provide an annual report on their progress in delivering increasing benefit to society in one or more of the sub criteria. This progress will also form part of the supplier relationship management model.
  1. **Social Value Reporting**
     1. The Supplier shall act with these priorities in mind, and the Authority will discuss these priorities as part of Supplier Review Meetings as detailed in Framework Schedule 4 (Framework Management).
     2. The Buyers’ Social Value requirements will be set out during the Call-Off procedure. The Supplier shall comply with and/or identify proposed Social Value initiatives, proportionate and relevant to each Call-Off Contract.
     3. The Supplier shall deliver measurable benefits and impacts in respect of the Social Value priorities, as identified during Call-Off Procedure.
     4. The Supplier shall record and report performance against the Social Value requirements, when detailed during Call-Off Procedure.
     5. The Supplier shall ensure all appointed sub-contracted and supply chain Staff comply with the agreed Social Value policies, initiatives and procedures.