

KCS[®]

USER GUIDE

NATIONAL FRAMEWORK

FROZEN, CHILLED AND AMBIENT FOOD SUPPLY

Ref: Y17042

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1 INTRODUCTION

KCS Professional Services on behalf of Kent County Council lead on the national framework for the provision of frozen, chilled and ambient food supply.

The framework, available nationally, is OJEU-compliant in accordance with 'The Public Contract Regulations 2015' and can be accessed by any public sector organisation including all educational establishments, colleges, universities, police, ambulance & fire services, NHS & NHS trusts, local government, housing associations and charities.

2 FRAMEWORK SUMMARY

The framework is made up of one lot which will provide customers with a full range of frozen, chilled and ambient food including the following product types:

FROZEN

- Fish
- Burgers and sausages
- Meats
- Vegetables
- Chips and other frozen potato products
- Pizza
- Desserts, puddings and ice cream
- Breads, cakes and patisserie

CHILLED

- Dairy
- Cooked meats
- Bacon
- Eggs
- Juices

AMBIENT

- Canned fruit
- Canned fish and meat
- Canned vegetables
- Tea and coffee
- Biscuits and cakes
- Bread and cereals
- Cake mixes
- Pasta and rice
- Oils and fats
- Sauces and condiments

The framework period is for 48 months from February 1st 2018 – January 31st 2022

3 USING THE FRAMEWORK

INDIVIDUAL CONTRACT AWARD

When selecting suppliers under this agreement participating authorities will select a supplier based on the Most Economically Advantageous Tender. This is the result of a process as determined by the individual participating authority of declaring value from all products/services covered by the agreement.

THE METHODS PERMISSIBLE UNDER THIS AGREEMENT ARE:

1 – Direct Award

Ability to meet the need as determined by the participating authority and/or authorised participant/customer by means of selecting the most appropriate supplier based on one of the following criteria (not in any particular order):

- Ability to supply the required service
- Total value of order/ individual contract below £5,000
- Product or service required is unique/exclusive to one supplier
- Continuity of existing services or goods
- Current architecture

While proceeding with a direct award option is fully compliant – the decision of whether this is the best value option for you is very much down to your own internal processes & procedures. As long as you and your internal organisation are happy with the choice and reasons behind it then it is a compliant option for you. Best value is not just based on price, for example if you have an existing relationship with a supplier on the framework and they are set up on your internal systems and have a full understanding of your requirements this could be of significant value to you as you do not have to go through the process of setting up another supplier and starting a new relationship. There is also a cost to consider in conducting a mini tender. These costs, which include the cost in time taken to complete, can eliminate any potential savings you might make on the product/service itself.

2 – Further Competition or Mini Tender

A competition with the capable suppliers in the specific lot in the agreement from time to time to determine the most appropriate supplier for a defined period of time or project.

In order to adhere to 'The Public Contracts Regulations 2015' when re-opening competition under this agreement the participating authority/customer should follow the steps below:

1. The participating authority/customer must invite all suppliers on the framework who are deemed capable of delivering the particular requirement.
2. The participating authority/customer shall be responsible for formulating a specification/product brief containing full details of the work/products required.
3. The participating authority/customer will send the specification/product brief to all suppliers quoting the framework agreement reference number (this could be in writing, via post, through the customers own electronic tendering suite) inviting the supplier to submit a tender. A time limit should be set for the submission of fully completed tender responses.
4. Responses received must be kept in a secure place, unopened, until the designated closing date and time for final submissions has passed. Responses received after the specified date and time should be rejected unless the tenderer can provide evidence that the response was submitted prior to closing date and time.
5. The submitted response shall be evaluated in accordance with the criteria stated in the original specification/product brief. The headline criteria used must be the same as the headline criteria used for the original agreement or part thereof, but the participating authority may change the weightings and add their own sub-criteria to apply.

6. Once the customer has determined from their evaluation of submissions the Most Economically Advantageous Tender they shall inform the winning tenderer in writing (should the requirement be of significant and or over the current OJEU threshold the customer should also advise the unsuccessful tenderers of the outcome of the process. This letter should include, the tenderers score and the plus and negative points of the tenderers response).

In any event the contracting authority takes no responsibility for the chosen contracting method of any participating authority/customer.

The headline criteria to be used at mini-tender/further competition stage shall be a combination of the following;

Stage 2	
Assessment Criteria	100% Weighting
Quality of Service (Evidence Based Questions)	60
Pricing	40

Conditions of contract pertaining to individual orders

The conditions of contract, Terms & Conditions in conjunction with schedules two, three, four, five, six, seven, eight, nine, ten, and eleven (suppliers tender response), shall apply to all orders placed under this agreement.

LEAD AUTHORITY CONTACT DETAILS

Jenny Ware (Framework Manager)

Email: jennifer.ware@kcs4ps.co.uk

Tel: 01622 236971

KCS (Kent County Supplies)

Unit 1, Aylesford Commercial Park,

New Hythe Lane,

Aylesford,

Kent.

ME20 7FE

Further Competition

We can offer you support with your procurement, should you wish to undertake a further competition/mini tender under the framework, and can manage the bids for you or you can use our mini tender template which is located on our website www.kcs4ps.co.uk.

We are also happy to review the documentation should you require this.

4 AWARDED SUPPLIERS AND CONTACT DETAILS

**BRAKES**

Sophie Hillier
National Account Manager
Tel: **07484 053813**
Email: **sophie.hillier@brake.co.uk**

**CREED FOODSERVICE**

Clair Buckland
Business Development Manager
Tel: **07738 278 905**
Email: **clairbuckland@creedfoodservice.co.uk**

5 TERMS AND CONDITIONS

To see our full terms and conditions visit our website www.kcs4ps.co.uk or to receive a copy please phone **0808 281 9439** or email sales@kcs4ps.co.uk.

6 SERVICE LEVEL AGREEMENT

5.1 Introduction

A 'local' Service Level Agreement (SLA) will be agreed between both the supplier and the customer. This will be based upon the requirements aspects of the further competition and the outcomes of the due diligence process. It is vital that the SLA is designed to be flexible and reviewed and updated regularly.

The contracting authority will look to award to a number of suppliers who will take the primary responsibility for meeting the customer's needs. Where any subcontractor or 3rd party is introduced into the relationship, this will be done with the formal agreement of the customer organisation based on the full understanding that the primary responsibility remains with the supplier.

5.2 Goods and/or Services

The supplier's responsibilities under this framework include, but are not restricted to,

- Accepting orders from authorised participants/customers when and if appropriate
- Undertaking the delivery of goods ordered by the authorised participants/customers
- Ensuring correct invoices are sent promptly
- Providing support to deal with any issues and enquiries from any authorised participant/customer
- Complying with agreed KPI's, reporting requirements and service levels as requested by the authorised participant/customer.
- Complying with the contracting authorities management information requirements.

5.3 Key Performance Indicators (KPI)

The contracting authority shall measure the performance levels of the supplier(s) with whom it contracts under this agreement/contract in line with the KPIs stated below.

No.	KPI	Target Score	Definition
1	Management information and rebate reports	100%	To be received by the 10 th of each month.
2	Quality of food / consistency of supply	100%	The quality of food must be in accordance with the specification in this framework.
3	Deliveries; on time and accurate	99%	Deliveries to customers must be made in accordance with their schedules and requirements as agreed with the supplier
4	Customer complaints	0%	Customer complaints must not exceed 2% on the previous quarter.
5	Self audit information	100%	Reports to be received quarterly.

A total percentage failure outside the agreed KPI parameter will instigate a formal review process that shall include the instigation of a series of actions to be undertaken in an agreed defined time based period in order to improve performance to the required levels.

If supplier performance fails to improve following the completion of the defined period stated at the formal review the contracting authority may suspend or remove the supplier from the agreement.

In extreme cases, and where financial loss to the contracting authority and/or participating authority can be demonstrated, financial compensation will be sought.

5.4 Modifications

By mutual agreement the SLA and KPI may be modified during the agreement/contract period.

7 ESCALATION PROCESS

If you are unable to resolve an issue with the supplier contact the framework team or our Framework Manager at KCS Professional Services, who would be happy to help.

Framework Team/Customer Support & Invoice Queries

Tel: 0808 281 9439

Email: sales@kcs4ps.co.uk

Framework Manager

Tel: 01622 236971

Email: jennifer.ware@kcs4ps.co.uk

8 APPENDIX A: FRAMEWORK WEIGHTINGS

The following tables detail the assessment criteria and weightings:

Stage 2	
Assessment Criteria	100% Weighting
Quality of Service (Evidence Based Questions)	60
Pricing	40

9 APPENDIX B: OJEU NOTICES

For OJEU information please visit our website www.kcs4ps.co.uk/ojeu-notice

Tel: 0808 281 9439

Email: sales@kcs4ps.co.uk

10 APPENDIX C



CUSTOMER ACCESS AGREEMENT

Framework Y17042 The Supply of Frozen, Chilled & Ambient Food

TO BE COMPLETED BY THE CUSTOMER

Before conducting any activity under this framework, please complete this form and return it (by email or post) to KCS Professional Services (the Contracting Authority)

AGREEMENT: I confirm that the organisation detailed below intends to participate in the above-mentioned framework agreement, and that in doing so will act in accordance with the guidance, instructions and contractual requirements as provided by the Contracting Authority and in accordance with the Public Contracts Regulations 2015.

Signature	
Date	
Printed name of person signing this form	
Position	
Name of authority, council, etc.	
Address	
Telephone	
Email address	
Product(s)/Service(s) of interest	
Estimated value	

PLEASE RETURN THE FORM VIA POST:

KCS, 1 Abbey Wood Road, Kings Hill, West Malling, Kent, ME19 4YT.

Or scan and email jennifer.ware@kcs4ps.co.uk cc. freddie.law@kcs4ps.co.uk

ACKNOWLEDGMENT of accessibility (To be completed by Contracting Authority):

Name:		Position:	
Signature:		Date:	

Please tick if you would be interested in receiving information on our other frameworks:

- Energy Recruitment Software MFDs Managed Services Furniture
 Vehicle Supply Office Supplies Telephony AV/IT Cleaning
 Catering Managed ICT Services Electric Vehicle Charging Points Not Interested

11 APPENDIX D



MONITORING FORM

Supply of Frozen, Chilled and Ambient Food	
Name and address of organisation purchasing products/services	
Name of awarded Supplier	
Date of purchase/contract	
Items leased/purchased and LOT used	
Total/estimated value of order/contract	£
Please give brief details of your experience using the Framework Agreement	

Please e-mail the above form to jennifer.ware@kcs4ps.co.uk cc. freddie.law@kcs4ps.co.uk

Please tick if you would be interested in receiving information on our other frameworks:

Energy Recruitment Software MFDs Managed Services Furniture
 Vehicle Supply Office Supplies Telephony AV/IT Cleaning
 Catering Managed ICT Services Electric Vehicle Charging Points Not Interested

www.kcs4ps.co.uk

Email: sales@kcs4ps.co.uk



We are committed to protecting your privacy.

We take your privacy seriously and will only use any personal information that we collect from you, or that you provide, relating to the products and services you have requested from us, or whereby you make an enquiry about our products or services.

For more information on our Privacy Notice go to the following link:

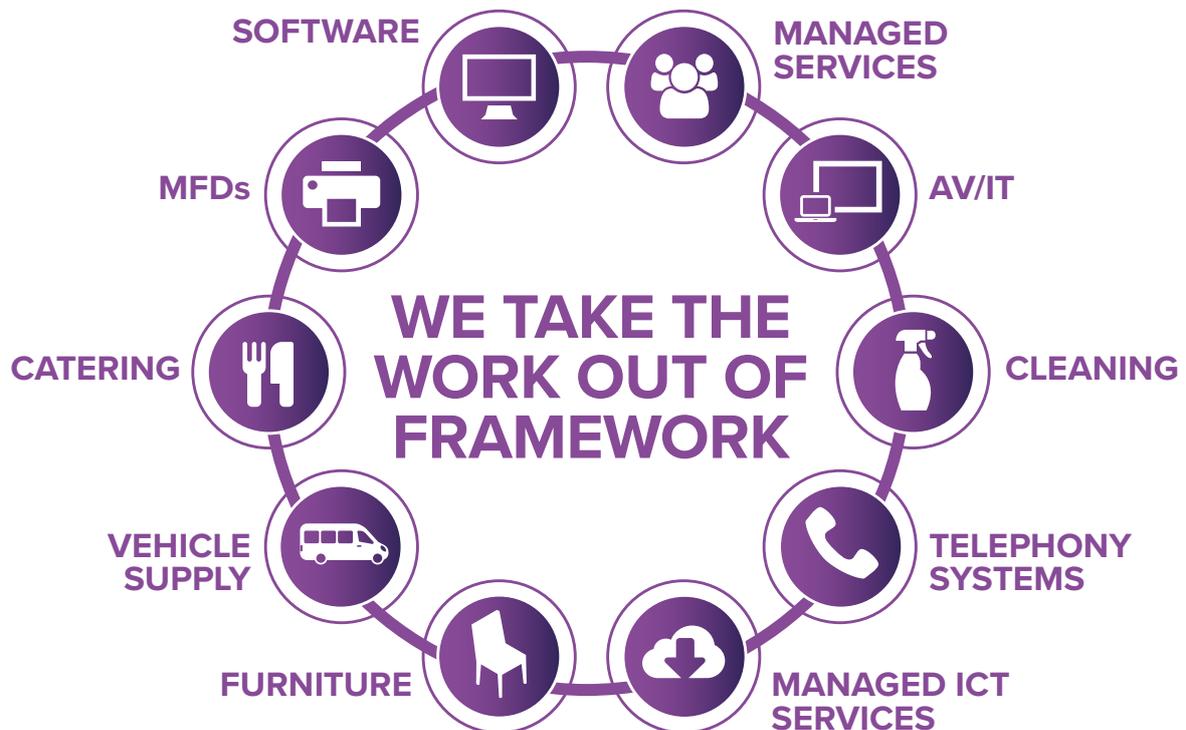
www.commercialservices.org.uk/privacy.aspx

To see the Privacy Notices of our trusted third party suppliers please visit their individual websites.

As the Contracting Authority for Framework (Y17042 Frozen Chilled and Ambient Food Supply) we have contacted all the framework suppliers and, where appropriate, we have issued contract amendment clauses to reflect changes in data protection legislation relating to GDPR.

However, we recommend that any Framework Users/Member Authorities should complete their own due diligence to ensure the Suppliers they are purchasing from can provide 'sufficient guarantees' that the requirements of GDPR will be met and the rights of data subjects protected.

WE'VE GOT YOU COVERED



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FRAMEWORKS

We work with the Central Buying Consortium (CBC) to offer fully OJEU-compliant, simple-to-use frameworks with full, free procurement support, ensuring you can operate with complete peace of mind.

Our free, impartial advice will save you time and money, and with over 20 years of experience we'll ensure you have everything you need and are able to make the best decisions for your organisation.

We look forward to working together. Thanks for choosing KCS as your trusted partner.

WHY CHOOSE KCS?

- ✔ **Market-leading frameworks**
- ✔ **Complete peace of mind**
- ✔ **Continued support for the life of your framework**
- ✔ **All frameworks are OJEU-compliant and adhere to government guidelines**
- ✔ **Full tender process already completed**
- ✔ **All our suppliers are fully approved**

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We can support and guide you through your purchase, offering security and peace of mind.

Tarryn Kerr,
Head of Professional Services



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**YOUR TRUSTED
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