**Appendix A: Contract Specification - The Provision of Snacks and Soft Drinks Reference CA15779**

Darlington College are seeking to appoint a supplier for the provision of snacks and soft drinks products.

The estimated value of the contract for snacks and soft drinks products is £88,800 per annum. It should be noted that any quantities and values stated in this document are estimates for a 12-month period. It does not constitute any guarantee of future purchases or account for any savings generated by this Tender.

The price schedule TR2 lists the products that the College require. Submissions containing less than **98%** of the value of the products requested may be excluded from the evaluation.

**Pricing**

Pricing should be returned via the Pricing Schedule TR2 as detailed within the tender instructions.

Prices cannot be increased within the first 3 months of the contract.
Darlington College require a minimum of 1 months written notice of any requests for price increases. Any price increase will be limited to CPI; full justification and evidence of direct cost increase will be required. Any price increase submitted shall allow a 4-week timescale for evaluation and acceptance in advance of the live date.

The College reserves the right to reject any price increases that it considers invalid and unreasonable. Price increases may only be applied as a direct result of increased purchase costs suffered by the successful supplier and any proposed increases to Darlington College should not exceed such changes.

In the event of significant changes in raw material prices of the items included in this contract, the Supplier may reserve the right to discuss price amendments with the College for those products affected. The College expects any manufacturers’ price reductions to be advised and passed on promptly.

98% of the items used by the college are listed on the Pricing Schedule TR2, the full inventory will be discussed post contract award, and the individual supplier would be expected to work with the college to ensure the right products are sampled and full inventory identified.

It should be noted that this will be a restricted contract (products as per Pricing schedule), with additional products only being included or removed with the authorisation of Darlington College.

Tenderers may be required to provide samples of products for evaluation and independent testing. Such samples should be provided free of charge (including delivery) and supplied within 7 days of being requested.

**Quality Control**

Tenderers must be able to deliver the full range of products required from the commencement date of the contract in excellent condition and with a suitable shelf life.

Quality control levels must remain consistent throughout the term of the contract, any deviation from the accepted norm may render the agreement null and void.

Members of the College team reserve the right to visit the supplier’s premises before the tender is awarded and for audit purposes during the term of the contract.

**Delivery Dates & times**

The provision of this contract is an essential service to the College during term time. Generally, the daily delivery time slots available to suppliers are:

**Weekday Delivery Times:**

Monday 7.30am – 9.00am

Wednesday 7.30am – 9.00am

Friday 7.30 – 9.00am

Currently, the delivery schedules are mainly during Term Time only. There may be delivery requirements during non-term time, and these will be discussed on a case-by-case basis in advance should this be required.

Vicarage road adjacent to college and the campus service roads have a 10mph speed limit which must be adhered to.

**Contract Management**

The contractor shall provide one main point of contact as a Contract Manager. A suitable backup contact should be available to cover for the Contract Manager, if not available.

The Contract Manager may be expected to attend contract review meetings with the College Catering Manager during the term of the contract.

**Reporting**

The successful Supplier will be required to supply Darlington College with free of charge accurate management information monthly, Information including sales reports, delivery and quality performance reports, query invoice reports, account management, the monitoring and processing of short dated and outdated stock, sustainability and customer complaint reports will be provided for the full duration of the contract.

**Site Security**

The suppliers’ staff must always carry official identification when visiting College and identification must be produced on request of college staff.

The College reserves the right to deny access or remove from site any member of the suppliers’ staff not carrying appropriate identification. The supplier must adhere to site rules and regulations.

**Legal Requirements**

The Supplier shall carry out all activities in strict compliance with current and prevailing legislation to include any amendments and all other statutory obligations or regulations and guidance as issued to UK bodies and regulators.

This legislation shall include but not be limited to:

* Health and Safety at Work Act 1974 and all related Statutory Instruments and Regulations.
* The Food Safety and Hygiene (England) Regulations 2013 (as amended)
* General Food Law Regulation EC/178/2002
* The Food Safety Act 1990 (as amended)
* The General Food Regulations 2004 (as amended)
* Implement and maintain HACCP based procedures
* Train staff in line with food hygiene requirements
* Any current and future amendments to the above and all other statutory obligations not specifically referred to herein.
* Any additional regulations and guidance issued by the Environment Agency.

The Supplier shall ensure that its employees, subcontractors and agents always carry out all parts of the service efficiently and in strict compliance with relevant legislation and with the College’s Health & Safety policies and guidance. Copies of such policies and procedures are available for the Supplier’s information on request*.*