

**NHS Supply Chain**  
**Conditions of Contract for the Purchase of Food**

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1. **Interpretation**

- 1.1 These conditions are supplementary to the standard conditions of contract (the "**Standard Conditions**"). Terms defined in the Standard Conditions shall be given the same meaning in these supplementary conditions. In the event of any conflict between the Standard Conditions and these supplementary conditions, these supplementary conditions prevail.

2. **Importation Procedures**

- 2.1 The Contractor shall be responsible for all procedures and bear all costs involved in the importation of the goods.

3. **Orders**

- 3.1 Orders shall be placed by the Authority/Beneficiary. Deliveries must be made and invoices rendered in accordance with the instructions on such Orders.

4. **Estimated Quantities**

- 4.1 Estimated quantities, if inserted in the offer documents, shall indicate only the probable requirements for the period referred to and participating health authorities/beneficiaries shall not be bound to order such quantities.

5. **Food Safety**

- 5.1 In order to meet the requirements of the Food Safety Act 1990, The Food Hygiene Regulations 2006, Animal Health Act 1981, European Communities Act 1972, Consumer Protection Act 1968, Trade Descriptions Act 1968 and appropriate EC Regulations, NHS Supply Chain policy requires all food suppliers to be independently audited. NHS Supply Chain has appointed auditors who are responsible for providing a due diligence defence. In order to achieve this they will conduct audits on all contractors to the Public Sector Code of Practice or assess an audit undertaken by an UKAS accredited food product certification body to EN45011 to the British Retail Consortium (BRC) Global Standard - Food. The frequency of audit will be risk assessed in accordance with the risks associated with the specific product. The Contractor shall not prevent or delay the auditor from entering any relevant areas of the Contractor's premises. Any such prevention or delay will be deemed a breach of these conditions and any costs incurred by the audit company and the Authority as a result of such breach will be met by the Contractor.
- 5.2 The cost of all such audits shall be borne by the Contractor against a fixed charge negotiated by NHS Supply Chain. Payment is required in advance of each audit taking place. Occasionally, delivery audits and product testing will be carried out; these shall be at the Authority's expense unless the relevant requirements are not met, in which case the associated charge shall be borne by the Contractor.
- 5.3 Contractors must have available for inspection by NHS Supply Chain or its authorised agents any reports resulting from an inspection, food complaint investigation or incident resulting in product withdrawal of the Supplier's premises/product by the local council Environmental Health Officer.
- 5.4 A product safety recall procedure must be established and regularly tested. All incidents must be recorded. Contractors must notify NHS Supply Chain and their

auditors immediately of any causes for concern which may or will necessitate the recall of any produce which has entered the chain of supply.

- 5.5 Interim audit inspections of the contractor's premises will also be taken from time to time without prior notice to the contractor. The frequency will depend on the nature of the product and the performance of the contractor. These audits shall be at the contractor's expense at a competitive fixed charge as negotiated by NHS Supply Chain. The contractor shall not prevent or delay the auditor from entering any relevant areas of the contractor's premises. Any such prevention or delay will be deemed a breach of these conditions and any additional costs incurred by the Audit Company and NHS Supply Chain will be met by the contractor. Invoices will be sent after the audit and payment is due within 30 days

## 6. **Quality Control**

- 6.1 All successful Contractors must be approved by NHS Supply Chain's appointed due diligence auditors prior to supplying food to an Authority/Beneficiary.
- 6.2 The Contractor must advise NHS Supply Chain of all product changes a minimum of three months in advance of implementation. NHS Supply Chain will re-evaluate all changes and decide whether or not it is acceptable.
- 6.3 Packaging must clearly display "best before" and/or "use by" data as appropriate.

## 7. **Alternatives**

- 7.1 No substitute items shall be accepted under any circumstances without the express agreement In Writing of NHS Supply Chain.

## 8. **Prices**

- 8.1 All prices must be expressed, and payable, in pounds sterling.
- 8.2 Prices must be firm (i.e. not subject to variation) for the period of the contract subject only to any variation provisions contained in the contract documents. A minimum of 90 days notice is required for any price, product or pack changes. Should NHS Supply Chain be requested to consider an application for a price amendment, the Contractor must support the application with relevant books, accounts, documents and such other information as NHS Supply Chain may reasonably require to verify the justification for the application, which NHS Supply Chain may accept or reject.

## 9. **Delivery Vehicles**

- 9.1 Delivery vehicles must comply with prevailing food safety legislation and the standards set out in the Food Hygiene Regulations 2006 (as amended), The Fish Labelling Regulations 2003 and the Food Labelling Regulations 1996 (as amended).

## 10. **Contractor's Staff**

The Contractor shall ensure that whilst working on Authority premises in connection with the Contract its staff are properly trained and instructed with regard to the tasks to be

performed, standards of dress and all other relevant rules and procedures (e.g. health and safety at work, fire risks, fire precautions), etc.

## 11. **Genetically Modified Products and Novel foods**

Contractors must inform NHS Supply Chain if a food or a food ingredient contains or consists of genetically modified organisms.

In the EU, if a food contains or consists of genetically modified organisms (GMOs), or contains ingredients produced from GMOs, this must be indicated on the label. The Contractor warrants that in the production, supply and distribution of the Goods and the provision of information relating thereto it will comply with the duties imposed on it by law and further warrants that the Goods shall be supplied strictly in accordance with and shall conform to all relevant UK and EC standards, specifications, conditions and regulations governing the supply of foodstuffs and other Goods intended for human consumption prevailing from time to time in the European Union; and that all Goods supplied will be supplied with all necessary labelling and packaging to comply with current statutory requirements from time to time, (including but not limited to EEC Regulation 258/97) and in particular the Contractor warrants that it shall label clearly in the event that any Goods it supplies has been genetically modified in any manner whatsoever. Accordingly the Contractor agrees to indemnify NHS Supply Chain from and against any liability incurred by it arising from or by reason of the Contractor failing to comply with this warranty.

### 11.1 **Irradiated foods**

Contractors must inform NHS Supply Chain if a food or a food ingredient has been irradiated or if a food or ingredient has been treated with ionising radiation. In the UK, only correctly labelled irradiated herbs, spices or vegetable seasonings are permitted.

## 12. **Company policies**

Each contractor must hold a written published policy on the subjects listed below (which must be made available on request):

Environmental Policy

Sustainable food and farming policy

Human Rights policy

Labour Standards policy