**Framework Schedule 10 (Requesting Bodies)**

**1** **Definitions**

1.1 In this schedule, the following words shall have the following meanings, as defined in Joint Schedule 1 (Definitions):

| **“Requesting Body”**  **or “Requesting Bodies”** | means a supplier appointed to the CCS framework agreement for Vehicle Lease, Fleet Management & Flexible Rental Solutions (RM6096) and its successor agreements, who shall have the benefit of the Framework Contract Support Rates. |
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**2 Requesting Bodies**

2.1 This Framework Schedule 10 applies to Requesting Bodies, as defined in this schedule and Joint Schedule 1 (Definitions).

2.2 Purchasers ordering deliverables under the CCS Vehicle Lease, Fleet Management & Flexible Rental Solutions framework agreement (RM6096) and its successor agreements shall be entitled to instruct Requesting Bodies to access the Framework Contract Support Rates of this Framework Contract.

2.3 This Framework Schedule 10 defines how purchasers under such agreements shall be entitled to avail themselves of the Support Rates from the Supplier under this Framework Contract by using Requesting Bodies.

**3 Standard Framework Contract Support Rates**

3.1 Where a Requesting Body requires the application of the Framework Contract Support Rates into a contract then notwithstanding any provision to the contrary, the Supplier agrees that the Framework Contract Support Rates shall apply to such contract and shall be incorporated automatically into such contract.

3.2 If a Requesting Body seeks to apply the Framework Contract Support Rates pursuant to clause 3.1 then, the Supplier may, acting reasonably, seek confirmation from such person or (if such person is unable to satisfy the Supplier) from the Buyer that such person is authorised by the Buyer to take advantage of the Framework Contract Support Rates.

3.3 Where a Requesting Body awards its requirements to the Supplier clauses 3 (What needs to be delivered) and 4 (Pricing and Payment) of the Core Terms shall apply.

**4 Further competition enhanced Framework Contract Support Rates**

4.1 If a Requesting Body considers that enhanced Framework Contract Support Rates can be achieved through a further competition between Suppliers then, subject to the written approval of the relevant Buyer, the Requesting Body shall be entitled to conduct a further competition in accordance with clause 5.

**5 Requesting Body's Obligations**

5.1 Any Requesting Body requiring the application of enhanced Framework Contract Support Rates under the Framework through a further competition shall:

5.1.1 develop its requirements for the vehicles and services;

5.1.2 invite tenders in relation to the Framework Contract Support Rates by conducting a further competition for its requirements in accordance with the Regulations and Standards and in particular:

(a) invite the Suppliers to set out their respective proposals in respect of such requirements and submit a tender in writing;

(b) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders; and

(c) keep each tender confidential until the time limit set out in clause 5.1.2(b) above has expired.

5.1.3 notify the Suppliers capable of meeting the requirements of the award criteria (which shall be based on the Further Competition Award Criteria) that will be applied to select the winning supplier;

5.1.4 apply the award criteria to the Suppliers' compliant tenders submitted through the further competition as the basis of its decision;

5.1.5 on the basis set out above, award its requirements to the successful Supplier; and

5.1.6 provide unsuccessful Suppliers with feedback in relation to the reasons why their tenders were unsuccessful.

**6 The Supplier's Obligations**

6.1 The Supplier shall in writing, by the time and date specified by the Requesting Body in accordance with clause 5.1.2(b) provide the Requesting Body with either:

6.1.1 a statement to the effect that it does not wish to tender in relation to the relevant requirements; or

6.1.2 the Framework Contract Support Rates and full details of its tender made in respect of the relevant requirements.

6.2 The Supplier shall ensure that the Support Terms submitted in relation to a further competition held pursuant to clause 5 shall be more beneficial to the Requesting Body than those set out in Framework Schedule 3 (Framework Charges).

6.3 The Supplier agrees that all tenders submitted by the Supplier in

relation to a further competition held pursuant to this clause shall remain open for acceptance by the Requesting Body for ninety (90) days (or such other period specified in the invitation to tender issued by the relevant Requesting Body).

**7 Operating Procedures**

7.1The Supplier agrees to co-operate and liaise at its own expense with Requesting Bodies to arrange for the application of the Framework Contract Support Rates and the Supplier shall take such steps as may be reasonably required to enable the Requesting Body to receive the benefit of this Framework Schedule 10.

7.2 The Supplier shall ensure that all systems and procedures are in place to ensure that the Requesting Bodies are able to receive the benefit of this Framework Schedule 10. In particular, but without limitation, the Supplier shall ensure that details of the Framework Contract Support Rates are loaded into relevant systems prior to the Framework Start Date so as to enable the Requesting Bodies to access the Framework Contract Support Rates when ordering the Deliverables on the Framework Start Date and thereafter during the Framework Contract Period.

**8** **Responsibility for awards**

8.1 The Supplier acknowledges that each Requesting Body is independently purchasing the Deliverables outside of this Framework Contract and that the CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:

8.1.1 the conduct of Requesting Bodies; or

8.1.2 the performance or non-performance of any contract.