

**PART A – GOODS AND/OR SERVICES**

**1.1 GENERAL**

- 1.1.1 The purpose of this Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) is to set out the intended scope of the Goods and/or Services that the Supplier will be required to make available to all Contracting Bodies under this Framework Agreement and to provide a description of what the Goods and/or Services entail (including, if applicable, in each Lot) together with any specific Standards applicable to the Goods and/or Services.
- 1.1.2 The Goods and/or Services and any Standards set out in Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Body during a Further Competition Procedure to reflect its Goods and/or Services Requirements for entering a particular Call Off Agreement.

**1.2 SUMMARY**

- 1.2.1 The Supplier may be required to provide Services in relation to the supply of the Goods and/or Services to Contracting Bodies including but not limited to:
- (a) Taking orders for the Goods and/or Services from Contracting Bodies in respect of the relevant Lot(s);
  - (b) Undertaking physical delivery of the Goods ordered by Contracting Bodies in respect of the relevant Lot(s);
  - (c) Conforming to the Charging Structure;
  - (d) Undertaking any billing requirements;
  - (e) Undertaking to meet all Contracting Body requirements;
  - (f) Providing a support function to deal with Contracting Body enquiries and issues;
  - (g) Complying with any KPIs and any service levels and any reporting requirements;
  - (h) Providing a dedicated account manager to manage the relationship between the Authority and the Supplier under this Framework Agreement, to resolve any issues arising from this Framework Agreement and to implement any improvements / innovations during the Framework Period;
  - (i) Complying with the Authority's Management Information requirements.
- 1.2.2. Crown Commercial Service is seeking to establish a Framework Agreement for the supply of Goods and/or Services to the UK public sector.
- 1.2.3. The aim of the Framework Agreement is to appoint Suppliers who will be responsible for managing and controlling the complete supply chain from vehicle manufacture through to the supply and delivery of vehicles to Contracting Bodies (or Requesting

Bodies), and the provision of Services, including after-sales support, maintenance, servicing in all Lots and the additional repair work and the supply of vehicle parts in Lots 7, 8 and 9.

- 1.2.4. The scope of this Framework Agreement covers the United Kingdom of Great Britain and Northern Ireland and Lot 6 provides for the supply and delivery of Vehicles for both overseas and the United Kingdom of Great Britain and Northern Ireland.
  - 1.2.4.1. The Authority placed a prior information notice on 18 February 2014 (reference number 2014/S 036-058698) in the Official Journal of the European Union (OJEU).
  - 1.2.4.2. The procurement for this Framework Agreement has been advertised in the OJEU using the Open Procedure.
- 1.2.5. Without prejudice to Clause 4, current government policy mandates that all Crown Bodies purchase vehicles through this Framework Agreement. In the event that current government policy changes in the future, the Authority will be transparent about any proposed changes and when any such changes are likely to take effect.
- 1.2.6. The list published in section VI.3 of the OJEU Contract Notice provides a list of the Crown Bodies, and other Contracting Bodies which will be able to access Goods and/or Services pursuant to this Framework Agreement.
- 1.2.7. This Framework Agreement will be managed centrally by Crown Commercial Service and locally at Call Off by individual Contracting Bodies (or Requesting Bodies).

### 1.3 SPECIFICATION

- 1.3.1 This Framework Agreement consists of nine (9) Lots. The table in paragraph 1.3.4 below details the types of vehicles available under each Lot. The Services available in each Lot are described separately in each section of this Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
- 1.3.2 For all Lots the Supplier shall supply current production model vehicles as detailed in the Supplier's Support Rates schedule as set out in Framework Schedule 3 (Support Rates and Charging Structure). The Supplier's Support Rates schedule shall include all standard and non-standard vehicles offered by the Supplier and details of any "family member" vehicle brands also available from the Supplier, as outlined in the table in paragraph 1.3.4 below.
- 1.3.3 The mandatory requirements in each Lot are identifiable by '**M**' which appears in the left hand margin next to the applicable paragraph numbers in each Lot, in Framework Schedule Part A (Goods and/or Services).
  - 1.3.3.1 Where '**M**' appears in the left hand margin next to a paragraph number, this means that the requirement stated in that paragraph is a mandatory requirement.
  - 1.3.3.2 Where '**D**' appears in the left hand margin next to a paragraph number, this means that the requirement stated in that paragraph is a desirable requirement, but it is not a mandatory requirement.

1.3.4 A summary of the vehicles available by Lot is contained within the table below:

Lot	Types of vehicles available by Lot
Lot 1	<p><b>Cars (including 4x4 variants)</b></p> <ul style="list-style-type: none"> <li>• Passenger cars</li> <li>• 4x4 variant vehicles</li> </ul>
Lot 2	<p><b>Light to medium commercial vehicles up to but not including 7.5 tonnes (including car derived vans, 4x4 variants &amp; minibuses)</b></p> <ul style="list-style-type: none"> <li>• Light to medium commercial vehicles up to but not including 7.5 tonnes</li> <li>• Car derived vans</li> <li>• 4x4 variants</li> <li>• Minibuses</li> <li>• Chassis cabs</li> <li>• Pickup trucks</li> </ul>
Lot 3	<p><b>Medium to heavy commercial vehicles 7.5 tonnes &amp; above</b></p> <ul style="list-style-type: none"> <li>• Medium to heavy commercial vehicles 7.5 tonnes &amp; above</li> </ul>
Lot 4	<p><b>Motorcycles (including quad bikes)</b></p> <ul style="list-style-type: none"> <li>• Mopeds</li> <li>• Scooters</li> <li>• Naked/commuter motorcycles</li> <li>• Touring motorcycles</li> <li>• Sports touring motorcycles</li> <li>• Sports motorcycles</li> <li>• Off road motorcycles</li> <li>• Utility quad bikes</li> </ul>
Lot 5	<p><b>Buses and Coaches</b></p> <ul style="list-style-type: none"> <li>• Buses</li> <li>• Coaches</li> </ul>
Lot 6	<p><b>Vehicles for overseas requirements</b></p> <p>Supply across all global regions, namely:</p> <ul style="list-style-type: none"> <li>• Africa</li> <li>• The Americas</li> <li>• Asia</li> <li>• Australia and Oceania</li> <li>• Europe</li> <li>• Antarctica</li> </ul>
Lot 7	<p><b>Blue light vehicles (including 4x4 variants)</b></p> <ul style="list-style-type: none"> <li>• Passenger cars</li> <li>• 4x4 variant vehicles</li> </ul>
Lot 8	<p><b>Blue light : light to medium commercial vehicles</b></p>

	<ul style="list-style-type: none"><li>• Derived vans</li><li>• 4x4 variants</li><li>• Minibuses</li><li>• Vans</li><li>• Chassis cabs</li><li>• Pickup trucks</li></ul>
<b>Lot 9</b>	<b>Blue light : motorcycles</b> <ul style="list-style-type: none"><li>• Mopeds</li><li>• Scooters</li><li>• Naked/commuter motorcycles</li><li>• Touring motorcycles</li><li>• Sports touring motorcycles</li><li>• Sports motorcycles</li><li>• Off road motorcycles</li><li>• Utility quad bikes</li></ul>

## 2 LOT 1 (CARS INCLUDING 4X4 VARIANTS)

2.1 a) The scope of Lot 1 includes provision of the following vehicles:

Lot	Types of vehicles available
Lot 1	<b>Cars (including 4x4 variants)</b> <ul style="list-style-type: none"><li>• Passenger cars</li><li>• 4x4 variant vehicles</li></ul>

2.1 b) The Goods and/or Services that fall within the scope of Lot 1 are described below.

### 2.2 Order and supply of vehicles

- M** 2.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 2.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
- 2.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;
- 2.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and
- 2.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 2.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused, other than for delivery mileage.
- M** 2.2.3 The Supplier shall provide diesel and/or petrol fuelled vehicles.
- M** 2.2.4 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 2.2.5 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 2.2.6 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and all terms applicable to the supply of LHD vehicles shall apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.
- M** 2.2.7 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.

- M** 2.2.8 The Supplier shall ensure that it can supply vehicles at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 2.2.9 The Contracting Body shall be the first registered user of any vehicle supplied pursuant to this Framework Agreement and no pre-registered vehicles shall be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 2.2.10 Where requested by the Contracting Body, the Supplier shall manage the registration process for Crown vehicles which are exempt from road tax, in accordance with DVLA procedures, which are accessible via the following web link:  
  
<https://www.gov.uk/vehicle-registration/new-registrations>
- M** 2.2.11 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order, which includes the estimated date of delivery.
- M** 2.2.12 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.

### **2.3 Delivery**

- M** 2.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).
- M** 2.3.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the vehicle Order.
- M** 2.3.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.
- M** 2.3.4 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.
- M** 2.3.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Agreement.
- M** 2.3.6 The Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:
- vehicle handbooks (TWO copies in English);
  - service log book; and
  - the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).
- M** 2.3.7 At the point of delivery to the Contracting Body, and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and

are delivered to the Contracting Body with:

- no more than 100 miles on the odometer;
- not less than a quarter of a tank of fuel;
- two sets of keys; and
- without defects.

**M**

2.3.8 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full, to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:

- providing a full explanation of the controls and features of the vehicles;
- completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
- providing a copy of the delivery sheet to the Contracting Body.

## **2.4 Servicing and maintenance**

**M**

2.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing and maintenance provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.

**D**

2.4.2 The Contracting Body may request the Supplier to provide additional after sales-service, servicing and maintenance packages which are supplementary to the standard after-sales servicing and maintenance provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**M**

2.4.3 The Supplier shall keep and maintain full and accurate records of the traceability of parts used in the production, maintenance and servicing of all vehicles supplied pursuant to this Framework Agreement. The Supplier shall provide these Services on a national basis across the United Kingdom of Great Britain and Northern Ireland.

**M**

2.4.4 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls:

<https://www.gov.uk/government/publications/code-of-practice-on-vehicle-safety-defects-and-recalls>.

## **2.5 Manufacturer's warranty for standard vehicles**

**M**

2.5.1 The Supplier shall, as a minimum, provide a manufacturer's warranty that warrants standard vehicles and parts supplied to the Contracting Body for Lot 1, as outlined in the table below;

	<b>Minimum warranty period (whichever occurs first)</b>	
<b>Lot 1</b>	3 years	60,000 miles

- D** 2.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

## **2.6 Converted vehicles**

- D** 2.6.1 The Supplier acknowledges and agrees that the Contracting Body may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor.

- D** 2.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with a full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.

- D** 2.6.3 The Supplier shall ensure that the full warranty it provides for each converted vehicle remains valid across the entire supply chain, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

## **2.7 Legislative requirements**

- M** 2.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

- M** 2.7.2 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:

<http://www.euroncap.com/home.aspx>.

- M** 2.7.3 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following web link:

<https://www.thatcham.org/security>.

- M** 2.7.4 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.



M 2.7.5 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts.

## 2.8 Policy requirements

M 2.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

M 2.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).

M 2.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:

- BS EN ISO 14001 Environmental Management System standard or equivalent;
- European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

M 2.8.4 Government Buying Standards;

2.8.4.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life costs and impacts of air quality and noise.

2.8.4.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

2.8.4.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low Emission Vehicles (ULEVs), where appropriate;
- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

## 2.9 Sustainability

M 2.9.1 The Authority requires that the Supplier realises that true long-term business sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment – both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support.

**M** 2.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.

**M** 2.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.

**M** 2.9.4 The Supplier shall make available and publish data on its supply chain impacts.

## **2.10 Management Information**

**M** 2.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).

**M** 2.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

## **2.11 Business Continuity, Contingency and Disaster Recovery Planning**

**M** 2.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).

**M** 2.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):

- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
- where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
- how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
- how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

**M** 2.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

**3 - LOT 2 LIGHT TO MEDIUM COMMERCIAL VEHICLES, UP TO BUT NOT INCLUDING 7.5 TONNES (INCLUDING CAR DERIVED VANS, 4X4 VARIANTS AND MINIBUSES)**

3.1 a) The scope of Lot 2 includes provision of the following vehicles:

Lot	Types of vehicles available
Lot 2	<p><b>Light to medium commercial vehicles up to but not including 7.5 tonnes (including car derived vans, 4x4 variants &amp; minibuses)</b></p> <ul style="list-style-type: none"> <li>• Light to medium commercial vehicles up to but not including 7.5 tonnes</li> <li>• Car derived vans</li> <li>• 4x4 variants</li> <li>• Minibuses</li> <li>• Chassis cabs</li> <li>• Pickup trucks</li> </ul>

3.1 b) The Goods and/or Services that fall within the scope of Lot 2 are described below.

**3.2 Order and supply of vehicles**

- M** 3.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 3.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
- 3.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;
- 3.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and
- 3.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 3.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused, other than for delivery mileage.
- M** 3.2.3 The Supplier shall provide diesel and/or petrol fuelled vehicles.
- M** 3.2.4 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 3.2.5 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 3.2.6 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and

all terms applicable to the supply of LHD vehicles shall apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.

- M** 3.2.7 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.
- M** 3.2.8 The Supplier shall ensure that it can supply vehicles at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 3.2.9 The Contracting Body shall be the first registered user of any vehicle supplied pursuant to this Framework Agreement and no pre-registered vehicles shall be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 3.2.10 Where requested by the Contracting Body, the Supplier shall manage the registration process for Crown vehicles which are exempt from road tax, in accordance with DVLA procedures, which are accessible via the following web link:  
  
<https://www.gov.uk/vehicle-registration/new-registrations>.
- M** 3.2.11 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order, which includes the estimated date of delivery.
- M** 3.2.12 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.
- M** 3.2.13 In addition to the requirements above, for Lot 2, the Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates, and shall be included in the owner's manual.

### **3.3 Delivery**

- M** 3.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).
- M** 3.3.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the vehicle Order.
- M** 3.3.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.
- M** 3.3.4 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.
- M** 3.3.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles provided pursuant to this Framework Agreement.

- M** 3.3.6 The Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:
- vehicle handbooks (TWO copies in English);
  - service log book; and
  - the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

- M** 3.3.7 At the point of delivery to the Contracting Body, and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:
- no more than 100 miles on the odometer;
  - not less than a quarter of a tank of fuel;
  - two sets of keys; and
  - without defects.

- M** 3.3.8 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full, to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:
- providing a full explanation of the controls and features of the vehicles;
  - completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
  - providing a copy of the delivery sheet to the Contracting Body.

### **3.4 Servicing and maintenance**

- M** 3.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing and maintenance provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.

- D** 3.4.2 The Contracting Body may request the Supplier to provide additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

- M** 3.4.3 The Supplier shall keep and maintain full and accurate records of the traceability of parts used in the production, maintenance and servicing of all vehicles supplied pursuant to this Framework Agreement. The Supplier shall provide these Services on a national basis across the United Kingdom of Great Britain and Northern Ireland.

- M** 3.4.4 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls:

### 3.5 Manufacturer's warranty

- M** 3.5.1 The Supplier shall, as a minimum, provide a manufacturer's warranty that warrants standard vehicles and parts supplied to the Contracting Body for Lot 2, as outlined in the table below;

	<b>Minimum warranty period (whichever occurs first)</b>	
<b>Lot 2</b>	3 years	100,000 miles

- D** 3.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

### 3.6 Converted vehicles

- D** 3.6.1 The Supplier acknowledges and agrees that the Contracting Body may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor.

- D** 3.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with a full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.

- D** 3.6.3 The Supplier shall ensure that the full warranty it provides for each converted vehicle remains valid across the entire supply chain, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

### 3.7 Legislative requirements

- M** 3.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

- M** 3.7.2 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:

<http://www.euroncap.com/home.aspx>.

**M** 3.7.3 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following web link:

<https://www.thatcham.org/security>.

**M** 3.7.4 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

**M** 3.7.5 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts.

### **3.8 Policy requirements**

**M** 3.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

**M** 3.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).

**M** 3.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:

- BS EN ISO 14001 Environmental Management System standard or equivalent;
- European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

**M** 3.8.4 Government Buying Standards;

3.8.4.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life costs and impacts of air quality and noise.

3.8.4.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

3.8.4.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low

Emission Vehicles (ULEVs), where appropriate;

- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

### **3.9 Sustainability**

- M** 3.9.1 The Authority requires that the Supplier realises that true long-term business sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment - both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support.
- M** 3.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.
- M** 3.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.
- M** 3.9.4 The Supplier shall make available and publish data on its supply chain impacts.

### **3.10 Management Information**

- M** 3.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).
- M** 3.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

### **3.11 Business Continuity, Contingency and Disaster Recovery Planning**

- M** 3.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).
- M** 3.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):
- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
  - where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;



- how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
- how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

**M**

3.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

#### 4 - LOT 3 – MEDIUM TO HEAVY COMMERCIAL VEHICLES 7.5 TONNES AND ABOVE

4.1 a) The scope of Lot 3 includes provision of the following vehicles:

Lot	Types of vehicles available
Lot 3	<b>Medium to heavy commercial vehicles 7.5 tonnes &amp; above</b> <ul style="list-style-type: none"><li>• Medium to heavy commercial vehicles 7.5 tonnes &amp; above</li></ul>

4.1 b) The Goods and/or Services that fall within the scope of Lot 3 are described below.

#### 4.2 Order and supply of vehicles

- M** 4.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 4.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
- 4.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;
- 4.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and
- 4.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 4.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused, other than for delivery mileage.
- M** 4.2.3 The Supplier shall provide diesel and/or petrol fuelled vehicles.
- M** 4.2.4 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 4.2.5 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 4.2.6 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and all terms applicable to the supply of LHD vehicles shall apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.
- M** 4.2.7 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.

- M** 4.2.8 The Supplier shall ensure that it can supply vehicles at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 4.2.9 The Contracting Body shall be the first registered user of any vehicle supplied pursuant to this Framework Agreement and no pre-registered vehicles shall be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 4.2.10 Where requested by the Contracting Body, the Supplier shall manage the registration process for Crown vehicles which are exempt from road tax, in accordance with DVLA procedures, which are accessible via the following web link:
- <https://www.gov.uk/vehicle-registration/new-registrations>.
- M** 4.2.11 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order, which includes the estimated date of delivery.
- M** 4.2.12 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.
- M** 4.2.13 In addition to the requirements above, for Lot 3, the Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates, and shall be included in the owner's manual.

### **4.3 Delivery**

- M** 4.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).
- M** 4.3.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the vehicle Order.
- M** 4.3.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.
- M** 4.3.4 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.
- M** 4.3.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Agreement.
- M** 4.3.6 The Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:
- vehicle handbooks (TWO copies in English);
  - service log book; and

- the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

**M** 4.3.7 At the point of delivery to the Contracting Body, and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:

- no more than 100 miles on the odometer;
- not less than a quarter of a tank of fuel;
- two sets of keys; and
- without defects.

**M** 4.3.8 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:

- providing a full explanation of the controls and features of the vehicles;
- completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
- providing a copy of the delivery sheet to the Contracting Body.

#### **4.4 Servicing and maintenance**

**M** 4.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing and maintenance provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.

**D** 4.4.2 The Contracting Body may request the Supplier to provide additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**M** 4.4.3 The Supplier shall keep and maintain full and accurate records of the traceability of parts used in the production, maintenance and servicing of all vehicles supplied pursuant to this Framework Agreement. The Supplier shall provide these services on a national basis across the United Kingdom of Great Britain and Northern Ireland.

**M** 4.4.4 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls:

<https://www.gov.uk/government/publications/code-of-practice-on-vehicle-safety-defects-and-recalls>.

#### **4.5 Manufacturer's warranty**

**M** 4.5.1 The Supplier shall, as a minimum, provide a manufacturer's warranty that warrants standard vehicles and parts supplied to the Contracting Body for Lot 3, as outlined in the table below;

	<b>Minimum Warranty period (whichever occurs first)</b>	
<b>Lot 3</b>	1 year	100,000 miles

- D** 4.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

#### **4.6 Converted vehicles**

- D** 4.6.1 The Supplier acknowledges and agrees that the Contracting Body may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor.

- D** 4.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with a full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.

- D** 4.6.3 The Supplier shall ensure that the full warranty it provides for each converted vehicle remains valid across the entire supply chain, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

#### **4.7 Legislative requirements**

- M** 4.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

- M** 4.7.2 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:

<http://www.euroncap.com/home.aspx>.

- M** 4.7.3 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following web link:

<https://www.thatcham.org/security>.

- M** 4.7.4 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient

Vehicles Directive 2009-33-EC, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

- M** 4.7.5 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts.

#### **4.8 Policy requirements**

- M** 4.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

- M** 4.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).

- M** 4.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:
- BS EN ISO 14001 Environmental Management System standard or equivalent;
  - European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

- M** 4.8.4 Government Buying Standards;

4.8.4.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life costs and impacts of air quality and noise.

4.8.4.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

4.8.4.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low Emission Vehicles (ULEVs), where appropriate;
- Incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

#### **4.9 Sustainability**

- M** 4.9.1 The Authority requires that the Supplier realises that true long-term business sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment – both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in

understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support.

**M** 4.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.

**M** 4.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.

**M** 4.9.4 The Supplier shall make available and publish data on its supply chain impacts.

#### **4.10 Management Information**

**M** 4.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).

**M** 4.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

#### **4.11 Business Continuity, Contingency and Disaster Recovery Planning**

**M** 4.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).

**M** 4.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):

- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
- where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
- how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
- how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

**M** 4.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

## 5 LOT 4 – MOTORCYCLES (INCLUDING QUAD BIKES)

5.1 a) The scope of Lot 4 includes provision of the following vehicles:

Lot	Types of vehicles available
Lot 4	<b>Motorcycles (including quad bikes)</b> <ul style="list-style-type: none"><li>• Mopeds</li><li>• Scooters</li><li>• Naked/commuter motorcycles</li><li>• Touring motorcycles</li><li>• Sports touring motorcycles</li><li>• Sports motorcycles</li><li>• Off road motorcycles</li><li>• Utility quad bikes</li></ul>

5.1 b) The Goods and/or Services that fall within the scope of Lot 4 are described below.

### 5.2 Order and supply of vehicles

- M** 5.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 5.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
- 5.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;
- 5.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and
- 5.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 5.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused, other than for delivery mileage.
- M** 5.2.3 The Supplier shall provide diesel and/or petrol fuelled vehicles.
- M** 5.2.4 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 5.2.5 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 5.2.6 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and



all terms applicable to the supply of LHD vehicles shall apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.

- M** 5.2.7 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.
- M** 5.2.8 The Supplier shall ensure that it can supply vehicles at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 5.2.9 The Contracting Body shall be the first registered user of any vehicle supplied pursuant to this Framework Agreement and no pre-registered vehicles shall be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 5.2.10 Where requested by the Contracting Body, the Supplier shall manage the registration process for Crown vehicles which are exempt from road tax, in accordance with DVLA procedures, which are accessible via the following web link:
- <https://www.gov.uk/vehicle-registration/new-registrations>
- M** 5.2.11 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order and which includes the estimated date of delivery.
- M** 5.2.12 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.

### **5.3 Delivery**

- M** 5.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).
- M** 5.3.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the vehicle Order.
- M** 5.3.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.
- M** 5.3.4 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require
- M** 5.3.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Agreement.
- M** 5.3.6 The Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:
- vehicle handbooks (TWO copies in English);
  - service log book; and

- the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

**M** 5.3.7 At the point of delivery to the Contracting Body, and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:

- no more than 100 miles on the odometer;
- not less than a quarter of a tank of fuel;
- two sets of keys; and
- without defects.

**M** 5.3.8 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full, to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:

- providing a full explanation of the controls and features of the vehicles;
- completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
- providing a copy of the delivery sheet to the Contracting Body.

#### **5.4 Servicing and maintenance**

**M** 5.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing and maintenance provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.

**D** 5.4.2 The Contracting Body may request the Supplier to provide additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**M** 5.4.3 The Supplier shall keep and maintain full and accurate records of the traceability of parts used in the production, maintenance and servicing of all vehicles supplied pursuant to this Framework Agreement. The Supplier shall provide these Services on a national basis across the United Kingdom of Great Britain and Northern Ireland.

**M** 5.4.4 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls.

<https://www.gov.uk/government/publications/code-of-practice-on-vehicle-safety-defects-and-recalls>.

#### **5.5 Manufacturer's warranty**

**M** 5.5.1 The Supplier shall, as a minimum, provide a manufacturer's warranty that warrants standard vehicles and parts supplied to the Contracting Body for Lot 4, as outlined in the table below;

	<b>Minimum warranty period (whichever occurs first)</b>	
<b>Lot 4</b>	2 years	unlimited* miles

(\*with the exception of off-road motorcycles which are for a 2-year period and not related to miles)

- D** 5.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

## **5.6 Converted vehicles**

- D** 5.6.1 The Supplier acknowledges and agrees that the Contracting Body may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor.

- D** 5.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with a full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.

- D** 5.6.3 The Supplier shall ensure that the full warranty it provides for each converted vehicle remains valid across the entire supply, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

## **5.7 Legislative Requirements**

- M** 5.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

- M** 5.7.2 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:

<http://www.euroncap.com/home.aspx>.

- M** 5.7.3 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following web link:

<https://www.thatcham.org/security>.

- M** 5.7.4 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide

any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

- M** 5.7.5 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts.

## **5.8 Policy requirements**

- M** 5.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

- M** 5.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).

- M** 5.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:
- BS EN ISO 14001 Environmental Management System standard or equivalent;
  - European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which are accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

- M** 5.8.4 Government Buying Standards;

5.8.4.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life costs and impacts of air quality and noise.

5.8.4.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

5.8.4.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low Emission Vehicles (ULEVs), where appropriate;
- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

## **5.9 Sustainability**

- M** 5.9.1 The Authority requires that the Supplier realises that true long-term business

sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment - both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support.

**M** 5.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.

**M** 5.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.

**M** 5.9.4 The Supplier shall make available and publish data on its supply chain impacts.

## **5.10 Management Information**

**M** 5.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).

**M** 5.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

## **5.11 Business Continuity, Contingency and Disaster Recovery Planning**

**M** 5.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).

**M** 5.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):

- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
- where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
- how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
- how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

**M** 5.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

## 6 - LOT 5 – BUSES AND COACHES

6.1 a) The scope of Lot 5 includes provision of the following Vehicles:

Lot	Types of vehicles available
Lot 5	<b>Buses and Coaches</b> <ul style="list-style-type: none"><li>• Buses</li><li>• Coaches</li></ul>

6.1 b) The Goods and/or Services that fall within the scope of Lot 5 are described below.

### 6.2 Order and supply of vehicles

- M** 6.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 6.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
- 6.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority; and
- 6.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times;
- 6.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 6.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused, other than for delivery mileage.
- M** 6.2.3 The Supplier shall provide diesel and/or petrol fuelled vehicles.
- M** 6.2.4 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 6.2.5 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 6.2.6 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and all terms applicable to the supply of LHD vehicles shall apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.
- M** 6.2.7 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or otherwise specified in the vehicle Order.

- M** 6.2.8 The Supplier shall ensure that it can supply vehicles at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 6.2.9 The Contracting Body shall be the first registered user of any vehicle supplied pursuant to this Framework Agreement and no pre-registered vehicles shall be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 6.2.10 Where requested by the Contracting Body, the Supplier shall manage the registration process for Crown vehicles which are exempt from road tax, in accordance with DVLA procedures, which are accessible via the following web link:
- <https://www.gov.uk/vehicle-registration/new-registrations>.
- M** 6.2.11 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order and which includes the estimated date of delivery.
- M** 6.2.12 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.
- M** 6.2.13 The Supplier shall ensure that pricing via Direct Award or Call Off processes shall include all Goods and/or Services including taxes, local customs and other costs associated with import / export sales peculiar to the geographical region. The Supplier shall provide pricing of Goods and/or Services in GBP (£), unless otherwise required by the Contracting Body.
- M** 6.2.14 In addition to the requirements above, for Lot 5, the Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates, and shall be included in the owner's manual.

### **6.3 Delivery**

- M** 6.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).
- M** 6.3.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the vehicle Order.
- M** 6.3.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.
- M** 6.3.4 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.
- M** 6.3.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Agreement.
- M** 6.3.6 The Supplier shall ensure that the following relevant documents are provided to the

Contracting Body at the point of delivery, including:

- vehicle handbooks (TWO copies in English);
- service log book; and
- the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

**M** 6.3.7 At the point of delivery to the Contracting Body and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:

- no more than 100 miles on the odometer;
- not less than a quarter of a tank of fuel;
- two sets of keys; and
- without defects.

**M** 6.3.8 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:

- providing a full explanation of the controls and features of the vehicles;
- completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
- providing a copy of the delivery sheet to the Contracting Body.

#### **6.4 Servicing and maintenance**

**M** 6.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing and maintenance provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.

**D** 6.4.2 The Contracting Body may request the Supplier to provide additional after sales-service, servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**M** 6.4.3 The Supplier shall keep and maintain full and accurate records of the traceability of parts used in the production, maintenance and servicing of all vehicles supplied pursuant to this Framework Agreement. The Supplier shall provide these Services on a national basis across the United Kingdom of Great Britain and Northern Ireland.

**M** 6.4.4 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls.

<https://www.gov.uk/government/publications/code-of-practice-on-vehicle-safety-defects-and-recalls>.



## 6.5 Manufacturer's warranty

- M** 6.5.1 The Supplier shall, as a minimum, provide a manufacturer's warranty that warrants standard vehicles and parts supplied to the Contracting Body for Lot 5, as outlined in the table below;

	<b>Minimum warranty period (whichever occurs first)</b>	
<b>Lot 5</b>	1 year	100,000 miles

- D** 6.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

## 6.6 Converted vehicles

- D** 6.6.1 The Supplier acknowledges and agrees that the Contracting Body may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor.

- D** 6.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with a full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.

- D** 6.6.3 The Supplier shall ensure that the full warranty it provides for each converted vehicle remains valid across the entire supply, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

## 6.7 Legislative requirements

- M** 6.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

- M** 6.7.2 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:

<http://www.euroncap.com/home.aspx>.

- M** 6.7.3 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by requesting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following

web link:

<https://www.thatcham.org/security>.

- M** 6.7.4 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

- M** 6.7.5 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts.

## **6.8 Policy requirements**

- M** 6.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

- M** 6.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure.  
(<http://www.efqm.org/>).

- M** 6.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:
- BS EN ISO 14001 Environmental Management System standard or equivalent;
  - European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which are accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

- M** 6.8.4 Government Buying Standards;

6.8.4.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life costs and impacts of air quality and noise.

6.8.4.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

6.8.4.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low Emission Vehicles (ULEVs), where appropriate;
- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

## **6.9 Sustainability**

- M** 6.9.1 The Authority requires that the Supplier realises that true long-term business sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment – both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government’s agenda in this area and be proactive in support.
- M** 6.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.
- M** 6.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.
- M** 6.9.4 The Supplier shall make available and publish data on its supply chain impacts.

## **6.10 Management Information**

- M** 6.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).
- M** 6.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

## **6.11 Business Continuity, Contingency and Disaster Recovery Planning**

- M** 6.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).
- M** 6.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):
- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier’s supply chain;
  - where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
  - how the Supplier will manage any failures in the Supplier’s supply chain where parts and/or Services are sourced from a single supplier;

- how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

**M** 6.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

## 7 - LOT 6 - VEHICLES FOR OVERSEAS REQUIREMENTS

Vehicles supplied within Lot 6 shall be provided with manufacturer warranties and associated testing, but the supply in this Lot can be provided by Suppliers who are either the manufacturer themselves or other suppliers who source suitable vehicles from manufacturers.

Vehicles supplied pursuant to Lot 6 are not obliged to source vehicles from Lots 1 – 5 of this Framework Agreement. The Supplier appointed to Lot 6 can make their own arrangements for the sourcing of suitable vehicles to meet Contracting Body requirements.

7.1 a) The scope of Lot 6 includes provision to the following geographical areas overseas:

Lot	Areas for supply
Lot 6	<p><b>Vehicles for overseas requirements</b></p> <p>Supply and delivery of any vehicles across all global regions, namely:</p> <ul style="list-style-type: none"> <li>• Africa</li> <li>• The Americas</li> <li>• Asia</li> <li>• Australia and Oceania</li> <li>• Europe</li> <li>• Antarctica</li> </ul>

7.1 b) The Goods and/or Services that fall within the scope of Lot 6 are described below.

### 7.2 Order and supply of vehicles

- M** 7.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 7.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
- 7.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;
- 7.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and
- 7.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 7.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused, other than for delivery mileage.
- M** 7.2.3 The Supplier shall provide diesel and/or petrol fuelled vehicles.
- M** 7.2.4 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.

- M** 7.2.5 The Contracting Body will specify their requirement for left hand drive ("LHD") or right hand drive ("RHD") vehicles.
- M** 7.2.6 The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and all terms applicable to the supply of LHD vehicles shall apply to RHD vehicles.
- M** 7.2.7 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.
- M** 7.2.8 The Contracting Body shall be the first registered user of any vehicle supplied pursuant to this Framework Agreement and no pre-registered vehicles shall be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 7.2.9 Where requested by the Contracting Body, the Supplier shall manage the UK registration process for Crown vehicles which are exempt from road tax, in accordance with DVLA procedures, which are accessible via the following web link:  
  
<https://www.gov.uk/vehicle-registration/new-registrations>
- M** 7.2.10 Where requested by the Contracting Body, the Supplier shall manage the non-UK registration of vehicles supplied pursuant to Lot 6 and as per the local requirements.
- M** 7.2.11 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order, which includes the estimated date of delivery.
- M** 7.2.12 The Supplier shall ensure that pricing via Direct Award or Call Off Processes shall include all Goods and/or Services including taxes, local customs and other costs associated with import / export sales relevant to the geographical region. The Supplier shall provide pricing of Goods and/or Services in GBP (£), unless otherwise specified by the Contracting Body.
- M** 7.2.13 In addition to the requirements above, for Lot 6 (vehicles for overseas requirements), the Supplier shall provide the following options:
- 7.2.13.1 supply vehicles to the Contracting Body outside of the UK, to any global location. The Supplier shall provide any overseas after-sales support required thereafter, as specified by the Contracting Body; and/or
- 7.2.13.2 supply vehicles to the Contracting Body in the UK, for the Contracting Body to make its own arrangements to export the vehicles overseas. The Supplier shall provide any overseas after-sales support required thereafter, as specified by the Contracting Body.
- M** 7.2.14 The Contracting Body will specify which of the above options (paragraphs 7.2.13.1 and 7.2.13.2) they require as part of the ordering procedure.
- M** 7.2.15 For the supply of vehicles for Lot 6, the Supplier shall provide advice and guidance in the provision of vehicles for overseas, to ensure a fit for purpose solution for the Contracting Body which shall take into account local customs and duties, including but not limited to:
- 7.2.15.1 Requirement or exemption from local road taxes or vehicle testing;
- 7.2.15.2 Local vehicle registration fees;

- 7.2.15.3 Implications of local regulatory requirements, and their application;
- 7.2.15.4 Shipping and delivery arrangements;
- 7.2.15.5 Supply vehicles that meet the specific requirements of the Contracting Body which may include a range of specifications for vehicle models suitable for specified and/or diverse geographical regions. Requirements may include, but are not limited to, engine specifications and standards, fuel grades and qualities (including electric vehicles), odometer in either or both kilometres per hour and miles per hour and safety testing standards.

**M** 7.2.16 Pursuant to Lot 6, the Contracting Body may require Services for vehicle disposal at its end of life/use. Where requested by the Contracting Body, the Supplier shall fulfil these requirements as part of the after-sales support provision. The Supplier shall comply with all local regulatory requirements for the disposal of the vehicles, in addition to complying with the European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category.

[http://ec.europa.eu/environment/waste/elv\\_index.htm](http://ec.europa.eu/environment/waste/elv_index.htm).

**M** 7.2.17 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.

### **7.3 Delivery**

**M** 7.3.1 The Supplier shall deliver vehicles overseas as required by the Contracting Authority. Any delivery requirements for an overseas destination shall be detailed in the vehicle Order placed by the Contracting Body.

**M** 7.3.2 Where requested by the Contracting Body, the Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).

**M** 7.3.3 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the vehicle Order.

**M** 7.3.4 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.

**M** 7.3.5 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.

**M** 7.3.6 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Agreement.

**M** 7.3.7 Unless otherwise requested by the Contracting Body, the Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:

- vehicle handbooks (TWO copies in English);
- service log book; and
- the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

**M** 7.3.8 Unless otherwise requested by the Contracting Body, at the point of delivery to the Contracting Body, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:

- no more than 100 miles on the odometer;
- not less than a quarter of a tank of fuel;
- two sets of keys; and
- without defects.

**M** 7.3.9 At the point of delivery to the Contracting Body, the Supplier shall ensure provision of a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full, to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:

- providing a full explanation of the controls and features of the vehicles;
- completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
- providing a copy of the delivery sheet to the Contracting Body.

**M** 7.3.10 The Supplier shall manage the end to end processes with regards to delivery of vehicles outside the UK, including but not limited to, payment and navigation of customs, excise and tax requirements, and other demands specific to the destination region.

#### **7.4 Servicing and maintenance**

**M** 7.4.1 At the point of delivery, the Supplier shall ensure the provision to the Contracting Body of all information relating to any servicing and maintenance provisions that are provided as standard by the vehicle manufacturer for each vehicle and which are provided by the vehicle manufacturer at no additional cost.

**D** 7.4.2 The Contracting Body may request the Supplier to provide the provision of additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**D** 7.4.3 Due to the wide variety of vehicles which will be supplied pursuant to Lot 6, the Contracting Body may request bespoke vehicle servicing requirements specific to vehicle type or geographical area for which the Supplier shall make provision.

**M** 7.4.4 The Supplier shall monitor manufacturer vehicle recall and defect notifications for vehicles which the Supplier has supplied pursuant to the framework, and act upon these notifications for vehicles supplied.



## 7.5 Manufacturer's warranty

- M** 7.5.1 The Supplier shall, as a minimum, supply vehicles which have a manufacturer's warranty that warrants standard vehicles and parts supplied to the Contracting Body for Lot 6, as outlined in the table below;

Vehicle Type	Minimum warranty period (whichever occurs first)	
	Years	Miles
Cars	3	60,000*
LCVs	3	100,000
HGVs	1	100,000
Motorcycles	2	Unlimited*
Buses and Coaches	1	100,000

(\*with the exception of off-road motorcycles)

- D** 7.5.2 The Contracting Body may request the Supplier to supply a vehicle with an extended manufacturer's warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

## 7.6 Converted vehicles

- D** 7.6.1 The Supplier acknowledges and agrees that the Contracting Body may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor, which may indeed be the original manufacturer. The Contracting Body may require conversion works to be carried out either within the UK or outside of the UK.

- D** 7.6.2 The Contracting Body requires the Supplier to ensure that the vehicle is provided with a full manufacturer's warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall ensure the provision to the Contracting Body with a full manufacturer's warranty for each converted vehicle supplied. The Supplier shall ensure the provision of a manufacturer's warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.

- D** 7.6.3 The Supplier shall ensure that the full manufacturer's warranty provided for each converted vehicle remains valid across the entire supply chain, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

- D** 7.6.4 Where the Contracting Body specifies that vehicle conversion work must be carried out within the UK, the Supplier shall ensure that it complies with the Contracting Body's requirement.

## 7.7 Legislative requirements

- M** 7.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework

Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), either by owning the processes directly as the vehicle manufacturer, or if not the manufacturer of the vehicle, by ensuring that vehicles sourced, are fully compliant with the requirement.

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

**M** 7.7.2 The Supplier shall supply vehicles that meet all of the requirements of the individual testing regime of that particular Contracting Body and the local geographical requirements, as detailed within the vehicle Order. The Supplier shall provide advice and guidance on any testing regimes required for specific geographical areas.

**M** 7.7.3 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified), either by owning the processes directly as the vehicle manufacturer, or if not the manufacturer of the vehicle, by ensuring that vehicles sourced, are fully compliant with the requirement.

<http://www.euroncap.com/home.aspx>.

**M** 7.7.4 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), either by owning the processes directly as the vehicle manufacturer, or if not the manufacturer of the vehicle, by ensuring that vehicles sourced, are fully compliant with the requirement.

<https://www.thatcham.org/security>.

**M** 7.7.5 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC), either by owning the processes directly as the vehicle manufacturer, or if not the manufacturer of the vehicle, by ensuring that vehicles sourced, are fully compliant with the requirement.

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

**M** 7.7.6 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts), either by owning the processes directly as the vehicle manufacturer, or if not the manufacturer of the vehicle, by ensuring that vehicles sourced, are fully compliant with the requirement.

## **7.8 Policy Requirements**

**M** 7.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

**M** 7.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).

**M** 7.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:

- BS EN ISO 14001 Environmental Management System standard or equivalent;
- European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category; which are accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

**M** 7.8.4 Government Buying Standards;

7.8.4.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life costs and impacts of air quality and noise.

7.8.4.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

7.8.4.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low Emission Vehicles (ULEVs), where appropriate;
- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

**7.9 Sustainability**

**M** 7.9.1 The Authority requires that the Supplier realises that true long-term business sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment – both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government’s agenda in this area and be proactive in support.

**M** 7.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.

**M** 7.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.

**M** 7.9.4 The Supplier shall make available and publish data on its supply chain impacts.

**7.10 Management Information**

**M** 7.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).

**M** 7.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

**7.11 Business Continuity, Contingency and Disaster Recovery Planning**

**M** 7.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).

**M** 7.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):

- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
- where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
- how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
- how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

**M** 7.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

## 8 - LOT 7 - BLUE LIGHT VEHICLES (INCLUDING 4x4 VARIANTS)

Blue light in the context of this specification includes but is not limited to UK Police Forces, UK Ambulance Trusts, Highways Agency, Marine and Coastguard Agency (MCA) and UK Fire and Rescue Services with particular vehicle specification requirements.

8.1 a) The scope of Lot 7 includes provision of the following vehicles:

Lot	Types of vehicles available
Lot 7	<b>Blue light vehicles (including 4x4 variants)</b> <ul style="list-style-type: none"><li>• Passenger cars</li><li>• 4x4 variant vehicles</li></ul>

8.1 b) The Goods and/or Services that fall within the scope of Lot 7 are described below.

### 8.2 Order and supply of vehicles

- M** 8.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 8.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
- 8.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;
- 8.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and
- 8.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 8.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused other than for delivery mileage.
- M** 8.2.3 The Contracting Body shall be the first registered user of the vehicle supplied pursuant to the Framework Agreement and no pre-registered vehicles shall be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 8.2.4 The Supplier shall provide diesel and/or petrol fuelled vehicles.
- M** 8.2.5 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 8.2.6 The Supplier shall supply vehicles with a solid metal roof and not of glass, unless this is explicitly requested by the Contracting Body.

- M** 8.2.7 The Supplier shall ensure that it can supply vehicles that are required at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 8.2.8 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 8.2.9 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and the terms applicable to the supply of LHD vehicles shall apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.
- M** 8.2.10 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.
- M** 8.2.11 Where requested by the Contracting Body, the Supplier shall manage the processes for registering any vehicle supplied pursuant to this Framework Agreement which may include Crown vehicles exempt from fees and Police & Crime Commissioner vehicles.
- M** 8.2.12 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order, which includes the estimated date of delivery.
- M** 8.2.13 Where requested, the Supplier shall provide the Contracting Body with a catalogue / directory of geographical locations of its national distribution and support network. The Supplier shall ensure that the information it supplies is accurate and up-to-date at all times.
- M** 8.2.14 Upon request by a Contracting Body, the Supplier shall make a full range of demonstration vehicles available to the Contracting Body for the purposes of vehicle testing. The vehicles must be representative of those vehicles that could be supplied via Lot 7 and such vehicles provided for this purpose must have genuine potential meet the testing regime, as specified by the Contracting Body. The Supplier shall allow the Contracting Body to retain demonstration vehicles for a period of two (2) weeks, as a minimum, for testing purposes and other associated and reasonable use, which will be specified by the Contracting Body.
- M** 8.2.15 The Supplier shall not be entitled to provide any demonstration vehicle with Battenberg markings, light bars, sirens and/or Contracting Body crests, unless the specified vehicle has been certified as having passed current testing requirements for Brake and EMC, and, the vehicle must be currently available via Lot 7 of this Framework Agreement.
- M** 8.2.16 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.

#### Vehicle Data Management Systems

- M** 8.2.17 Contracting Bodies within the blue light sector are increasingly moving towards establishing systems where vehicle performance and operational data is used for pre-emptive and post incident action. Where requested, the Supplier shall work with the Contracting Body to acquire, install, maintain and interrogate on-board data systems to meet the Contracting Body's operational requirement.

**D** 8.2.18 Provision of on-board data systems shall include, but not be limited to, the provision of Controller Area Network (CAN Bus) message-based protocols designed for the sharing of vehicle information. Where required, all information and data will be supplied under a confidentiality agreement, in accordance with the Contracting Body's policy requirements.

### **8.3 Delivery**

**M** 8.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).

**M** 8.3.2 The Supplier shall deliver standard non-converted vehicles including blue light specification vehicles within 20 weeks from the date of confirmation of the order, unless otherwise specified by the Contracting Body.

**M** 8.3.3 The Supplier shall deliver converted vehicles within a 24 week period from point of the confirmation of the order, unless otherwise specified by the Contracting Body.

**M** 8.3.4 The Supplier shall compensate the Contracting Body for vehicles delivered beyond the agreed lead times based on the point of confirmation of the Order and pursuant to clauses 8.3.2 and 8.3.3 to the value of £300 ex VAT per vehicle per week overdue, up to a value of 15% of the total order value.

**M** 8.3.5 Where requested, the Supplier shall ensure that all pre-delivery inspections, including the supply and fitting of number plates, is carried out on all vehicles supplied pursuant to this Framework Agreement and completed within the periods outlined in 8.3.2 and 8.3.3

**M** 8.3.6 The Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:

- vehicle handbook;
- service log book; and
- the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

**M** 8.3.7 To ensure the security of the vehicle, the Supplier shall ensure that vehicles are delivered direct from the Supplier to the Contracting Body's nominated address, unless otherwise specified by the Contracting Body.

**M** 8.3.8 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.

- M** 8.3.9 At the point of delivery to the Contracting Body, and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:
- no more than 50 miles on the odometer;
  - not less than a quarter of a tank of fuel;
  - two sets of keys;
  - all documentation listed in 8.3.6 and 8.6.6 (where applicable for converted vehicles); and
  - without defects.
- M** 8.3.10 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full, to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:
- providing a full explanation of the controls and features of the vehicle;
  - provision of the user handbook for blue light specification vehicles to include vehicle handbook, conversion handbook if applicable, and any additional items fitted, and where applicable an operational handbook;
  - completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given;
  - providing a copy of the delivery sheet to the Contracting Body; and
  - provision of an "as built" specification for each vehicle, including but not limited to wiring diagrams and warranty details of equipment installed.
- M** 8.3.11 The Supplier shall deliver to any address within the United Kingdom of Great Britain and Northern Ireland and offshore as detailed in the vehicle Order, and in accordance with the due date for delivery, as specified in the vehicle Order.
- M** 8.3.12 The Supplier may be required to deliver vehicles outside of the United Kingdom of Great Britain and Northern Ireland. Any delivery requirements outside of the United Kingdom of Great Britain and Northern Ireland shall be detailed in the vehicle Order, placed by the Contracting Body.
- M** 8.3.13 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the vehicle Order.
- M** 8.3.14 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.
- M** 8.3.15 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham).



## 8.4 Servicing and maintenance

- M** 8.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing, maintenance and repair provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.
- D** 8.4.2 The Contracting Body may request the Supplier to provide additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).
- M** 8.4.3 For all vehicles supplied pursuant to this Framework Agreement, the Supplier shall provide replacement parts. The Supplier shall prioritise the supply of parts through the supply chain, to the Contracting Body, to maximise vehicle availability.
- M** 8.4.4 The Supplier shall provide the Contracting Body with weekly updates on lead times for the supply of any parts which are not readily available, including those placed on back-order.
- M** 8.4.5 The Supplier shall support, where requested and reasonable, the provision of imprest stock of replacement parts for the vehicles supplied, in a location determined by the Contracting Body.
- M** 8.4.6 The Supplier shall implement and maintain a blue light priority process for the supply of parts, repair and maintenance of vehicles, to keep the time in which a vehicle is off road and out of use, to a minimum.
- M** 8.4.7 The Supplier shall keep and maintain full and accurate records of traceability of parts used in the production. Maintenance, servicing and repair of vehicles supplied pursuant to this Framework Agreement are also subject to this clause where carried out by the Supplier. The Supplier shall provide these Services on a national basis across the United Kingdom of Great Britain and Northern Ireland.
- M** 8.4.8 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls.
- <https://www.gov.uk/government/publications/code-of-practice-on-vehicle-safety-defects-and-recalls>
- M** 8.4.9 The Supplier shall provide to the Contracting Body, in a timely, accurate and structured format, full electronic catalogues (or hard copy) for replacement parts available from the Supplier and the Supplier shall maintain the supply of up to date catalogues to Contracting Bodies wishing to order parts.
- M** 8.4.10 The Supplier shall provide to the Contracting Body two per annum (as a minimum) regionally based on-site and off-site training events for vehicle maintenance and at no extra charge. The Contracting Body will specify their requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).
- M** 8.4.11 The Supplier shall provide two electronic technical bulletins per annum (as a minimum), regarding vehicles supplied via the Framework Agreement to include servicing, maintenance and repair; vehicle recall and retro-engineering packages, upgrades, parts and technical issues. Bulletins must include the run-out date for current production models and release dates of new models.

- M** 8.4.12 The Supplier shall provide dedicated after-sales Services to deal with any concerns regarding vehicles. Specific requirements for after-sales Services will be specified within the Call Off by a Contracting Body, which shall include as a minimum;
- A dedicated blue light national account team to include an appropriate technical resource.
  - A dedicated technical point of contact which shall be either a helpline and/or a named individual.
  - A clear escalation process for vehicle off road issues which maximises vehicle availability.

**D** 8.4.13 Where requested, the Supplier shall facilitate direct access to vehicle diagnostic equipment, updates, processes and training, pursuant to vehicles supplied pursuant to this Framework Agreement. The Supplier shall not unreasonably withhold the supply of vehicle diagnostic equipment, updates, processes and training, to the Contracting Body.

**8.5 Manufacturer’s warranty**

**M** 8.5.1 The Supplier shall, as a minimum, provide a manufacturer’s warranty that warrants vehicles and parts supplied to the Contracting Body for Lot 7, as guaranteed to be free of defects as outlined in the table below;

	<b>Minimum warranty period (whichever occurs first)</b>	
<b>Lot 7</b>	3 years	100,000 miles

**D** 8.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**M** 8.5.3 To support the servicing, repair and maintenance of vehicles purchased pursuant to this Framework Agreement, where this work is carried out within a Contracting Body’s own workshops, the Supplier shall, upon request from a Contracting Body, provide the Contracting Body, with technical vehicle information relating to vehicles purchased. The Supplier shall provide such technical vehicle information at no extra charge.

**D** 8.5.4 The Supplier shall not unreasonably refuse Contracting Body requests to provide a manufacturer’s warranty for vehicle work undertaken in Contracting Body workshops. Where the Supplier provides such a warranty, this agreement shall be made directly between the Contracting Body and the Supplier.

**M** 8.5.5 The Supplier shall ensure that the warranty terms it provides for work undertaken in Contracting Body workshops are consistent with the terms applied to other commercial outlets throughout the United Kingdom of Great Britain and Northern Ireland. To support this process, the Supplier shall ensure that a documented process is implemented and managed on an on-going basis, until the last Call Off Agreement awarded under this Framework Agreement expires.

**D** 8.5.6 Any conversion work to any vehicles carried out or procured by the Supplier in order to satisfy the requirements of the Contracting Body shall be covered by the warranty set out in paragraph 8.5.1 such that the whole vehicle, as converted, will be warranted on the terms set out above, unless otherwise agreed with the Contracting Body.

**8.6 Converted vehicles**

- D** 8.6.1 The Supplier acknowledges and agrees that the Contracting Bodies may require the supply of standard production vehicles which are converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor. Where conversion is carried out clauses 8.6.2 to 8.6.12 are mandatory.
- D** 8.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with a full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.
- D** 8.6.3 Where a Supplier has appointed a Sub-Contractor to deliver Goods and/or Services pursuant to this Framework Agreement, the Supplier shall be wholly responsible for the management of the appointed Sub-Contractor.
- M** 8.6.4 The Supplier shall ensure that all appropriate licenses are held, either by itself or it's Sub-Contractor, for the installation and/or commissioning of blue light equipment, for example TEA2 Crypto Custodian approval.
- D** 8.6.5 The Supplier shall ensure that the full warranty it provides for each converted vehicle remains valid across the entire supply chain, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.
- D** 8.6.6 The Supplier shall provide a handbook, manuals and an as-built specification for any vehicles provided with conversion. The conversion manuals shall include wiring diagrams, parts lists and operating manuals that will support the servicing, maintenance, repair and safe use of the conversion. The handbooks and manuals shall be identified by the vehicle they relate to and be for the as-built specification.
- M** 8.6.7 The Supplier shall retain full traceability of parts and subassemblies used in the production, maintenance, repair and conversion of vehicles and shall operate a full recall procedure including vehicles supplied pursuant to the Framework Agreement.
- M** 8.6.8 The Supplier shall provide secure managed storage of any parts free issued by the Contracting Body.
- M** 8.6.9 Where requested by the Contracting Body, the Supplier shall conform to the required testing regime to include, as a minimum, but not limited to:
- vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Brake and Handling testing (NAPFM 001), unless otherwise requested by the Contracting Body;
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 6 EMC Testing, unless otherwise requested by the Contracting Body;
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 5 Testing for blue light equipment to be fitted to a vehicle;

- vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 11 Testing for Covert vehicles; and
- vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 13 Testing for Overt vehicles with full blue light equipment fitted to the vehicle.
- If at any point, any of the above documents are updated or replaced (whether by enhancement, replacement or other alternative arrangement), the Supplier shall comply with the new arrangements once they are introduced.

- M** 8.6.10 The Supplier shall submit vehicles for testing to Brake and Handling testing (NAPFM 001) and for Specification 6 EMC Testing to the Metropolitan Police Service (MPS), MIRA or competent test house that can test to the stated standard. Tests stand for two years unless the vehicle is altered technically, in which case, the vehicle must be re-tested. Alternative test houses may be used so long as the test is conducted according to the stated specification.
- M** 8.6.11 The Supplier shall maintain records of current compliant vehicles for Brake and EMC (Specification 6) testing and share with the Authority and Contracting Body where requested.
- M** 8.6.12 The Supplier shall provide copies of certification reports to the Contracting Body, where requested.
- D** 8.6.13 Where requested by the Contracting Body, the Supplier shall install blue light radio and communication control systems into vehicle dashboards, in a safe and secure way which does not impede the normal vehicle operation or the working of any safety equipment.

## **8.7 Legislative requirements**

- M** 8.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:
- <http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.
- M** 8.7.2 The Supplier shall supply vehicles that meet all of the requirements of the individual testing regime of that particular Contracting Body and the local geographical requirements, as detailed within the vehicle Order. The Supplier shall provide advice and guidance on any testing regimes required for specific geographical areas.
- M** 8.7.3 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:
- <http://www.euroncap.com/home.aspx>.
- M** 8.7.4 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following web link:

<https://www.thatcham.org/security>.

**M** 8.7.5 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

**M** 8.7.6 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to the environmental impacts.

## **8.8 Policy requirements**

**M** 8.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

**M** 8.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).

**M** 8.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:

- BS EN ISO 14001 Environmental Management System standard or equivalent; and
- European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

**M** 8.8.4 The Supplier shall where requested during the Framework Agreement Period and the Term of any Call Off Agreement comply with the following best practice guidance, including but not limited to:

- Home Office CAST Electrical Installation Guidance Notes as published by Home Office CAST and updated periodically published on the following site <https://www.gov.uk/government/collections/centre-for-applied-science-and-technology-information>;
- NAPFM “A Design Guide for Vehicle Installations” Issue 5 - April 2014, and any subsequently updated guidance issued; and
- The Federation of Communication Services (FCS) FCS 1362:2010 Code of Practice for the installation of mobile radio and related ancillary equipment in land based vehicles and any subsequently updated guidance issued.

**M** 8.8.5 Government Buying Standards;

8.8.5.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life

costs and impacts of air quality and noise.

8.8.5.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

8.8.5.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low Emission Vehicles (ULEVs), where appropriate;
- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

## **8.9 Sustainability**

**M** 8.9.1 The Authority requires that the Supplier realises that true long-term business sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment – both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support.

**M** 8.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.

**M** 8.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.

**M** 8.9.4 The Supplier shall make available and publish data on its supply chain impacts.

## **8.10 Management Information**

**M** 8.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).

**M** 8.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

## **8.11 Business Continuity, Contingency and Disaster Recovery Planning**

**M** 8.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).

- M** 8.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):
- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
  - where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
  - how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
  - how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.
- M** 8.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

**9 - LOT 8 - BLUE LIGHT : LIGHT TO MEDIUM COMMERCIAL VEHICLES, UP TO BUT NOT INCLUDING 7.5 TONNES (INCLUDING CAR DERIVED VANS, CHASSIS CAB, 4X4 VARIANTS AND MINIBUSES)**

Blue light in the context of this specification includes but is not limited to UK Police Forces, UK Ambulance Trusts, Highways Agency, Marine and Coastguard Agency (MCA) and UK Fire and Rescue Services with particular vehicle specification requirements.

9.1 a) The scope of Lot 8 includes provision of the following vehicles

Lot	Types of vehicles available by Lot
Lot 8	<p><b>Blue light : light to medium commercial vehicles</b></p> <ul style="list-style-type: none"> <li>• Derived vans</li> <li>• 4x4 variants</li> <li>• Minibuses</li> <li>• Vans</li> <li>• Chassis cabs</li> <li>• Pickup trucks</li> </ul>

9.1 b) The Goods and/or Services that fall within the scope of Lot 8 are described below.

**9.2 Order and supply of vehicles**

**M**

9.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):

9.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;

9.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;

9.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and

9.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.

**M**

9.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused other than for delivery mileage.

**M**

9.2.3 The Contracting Body shall be the first registered user of the vehicle supplied pursuant to the Framework Agreement and no pre-registered vehicles are to be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.

**M**

9.2.4 The Supplier shall provide diesel and/or petrol fuelled vehicles.



- M** 9.2.5 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 9.2.6 The Supplier shall supply vehicles with a solid metal roof and not of glass, unless explicitly requested by the Contracting Body.
- M** 9.2.7 The Supplier shall ensure that it can supply vehicles that are required at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 9.2.8 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 9.2.9 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and the terms applicable to the supply of LHD vehicles shall be the same as apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.
- M** 9.2.10 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.
- M** 9.2.11 Where requested by the Contracting Body, the Supplier shall manage the processes for registering of any vehicle supplied pursuant to this Framework Agreement which may include Crown vehicles exempt from fees and Police & Crime Commissioner vehicles.
- M** 9.2.12 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order, which includes the estimated date of delivery.
- M** 9.2.13 Where requested, the Supplier shall provide to the Contracting Body a catalogue / directory of geographical locations of its national distribution and support network. The Supplier shall ensure that the information it supplies is accurate and up-to-date at all times.
- M** 9.2.14 Upon request by a Contracting Body, the Supplier shall make a full range of demonstration vehicles available to the Contracting Body for the purposes of vehicle testing. The vehicles must be representative of those vehicles that could be supplied via Lot 8 and such vehicles provided for this purpose must have genuine potential meet the testing regime, as specified by the Contracting Body. The Supplier shall allow the Contracting Body to retain demonstration vehicles for a period of two (2) weeks, as a minimum, for testing purposes and other associated and reasonable use, which will be specified by the Contracting Body.
- M** 9.2.15 The Supplier shall not be entitled to provide any demonstration vehicle with Battenberg markings, light bars, sirens and/or Contracting Body crests, unless the specified vehicle has been certified as having passed current testing requirements for Brake and EMC, and, the vehicle must be currently available via Lot 8 of this Framework Agreement.
- M** 9.2.16 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.

#### Vehicle Data Management Systems

**M** 9.2.17 Contracting Bodies within the blue light sector are increasing moving towards establishing systems where vehicle performance and operational data is used for pre-emptive and post incident action. Where requested, the Supplier shall work with the Contracting Body to acquire, install, maintain and interrogate on-board data systems to meet the Contracting Body's operational requirement.

**D** 9.2.18 Provision of on-board data systems shall include, but are not limited to, the provision of Controller Area Network (CAN Bus) message-based protocols designed for the sharing of vehicle information. Where required, all information and data will be supplied under a confidentiality agreement, in accordance with the Contracting Body.

### **9.3 Delivery**

**M** 9.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).

**M** 9.3.2 The Supplier shall deliver standard non-converted vehicles including blue light specification vehicles within 20 weeks from the date of confirmation of the order, unless otherwise specified by the Contracting Body.

**M** 9.3.3 The Supplier shall deliver converted vehicles within a 24 week period from point of confirmation of the order, unless otherwise specified by the Contracting Body.

**M** 9.3.4 The Supplier shall compensate the Contracting Body for vehicles delivered beyond the agreed lead times based on point of confirmation of the Order and pursuant to clauses 9.3.2 and 9.3.3 to the value of £300 ex VAT per vehicle per week overdue, up to a value of 15% of the total order value.

**M** 9.3.5 Where requested, the Supplier shall ensure that all pre-delivery inspections, including the supply and fitting of number plates, is carried out on all vehicles supplied pursuant to this Framework Agreement and completed within the periods outlined in 9.3.2 and 9.3.3.

**M** 9.3.6 The Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:

- vehicle handbook;
- service log book; and
- the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

**M** 9.3.7 To ensure the security of the vehicle, the Supplier shall ensure that vehicles are delivered direct from the Supplier to the Contracting Body's nominated address, unless otherwise specified by the Contracting Body.

**M** 9.3.8 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.

**M** 9.3.9 At the point of delivery to the Contracting Body, and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:

- no more than 50 miles on the odometer;
- not less than a quarter of a tank of fuel;
- two sets of keys;
- all documentation listed in 9.3.6 and 9.6.6 (where applicable for converted vehicles); and
- without defects.

**M** 9.3.10 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been discharged in full, to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:

- providing a full explanation of the controls and features of the vehicle;
- provision of the user handbook for blue light specification vehicles to include vehicle handbook, conversion handbook if applicable, and any additional items fitted, and where applicable an operational handbook;
- completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given;
- providing a copy of the delivery sheet to the Contracting Body; and
- provision of an "as built" specification for each vehicle, including but not limited to wiring diagrams and warranty details of equipment installed.

**M** 9.3.11 The Supplier shall deliver to any address within the United Kingdom of Great Britain and Northern Ireland and offshore as detailed in the vehicle Order, and in accordance with the due date for delivery, as specified in the vehicle Order.

**M** 9.3.12 The Supplier may be required to deliver vehicles outside of the United Kingdom of Great Britain and Northern Ireland. Any delivery requirements outside of the United Kingdom of Great Britain and Northern Ireland shall be detailed in the vehicle Order, placed by the Contracting Body.

**M** 9.3.13 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the vehicle Order.

**M** 9.3.14 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.

**M** 9.3.15 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham).

#### **9.4 Servicing and Maintenance**

**M** 9.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing, maintenance and repair provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.

- D** 9.4.2 The Contracting Body may request the Supplier to provide additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).
- M** 9.4.3 For all vehicles supplied pursuant to the Framework Agreement, the Supplier shall provide replacement parts. The Supplier shall prioritise the supply of parts through the supply chain, to the Contracting Body, to maximise vehicle availability.
- M** 9.4.4 The Supplier shall provide the Contracting Body with weekly updates on lead times for the supply of any parts which are not readily available, including those placed on back-order.
- M** 9.4.5 The Supplier shall support, where requested and reasonable, the provision of imprest stock of replacement parts for the vehicles supplied, in a location determined by the Contracting Body.
- M** 9.4.6 The Supplier shall implement and maintain a blue light priority process for the supply of parts, repair and maintenance of vehicles, to keep to a minimum the time in which a vehicle is off road and out of use, to a minimum.
- M** 9.4.7 The Supplier shall keep and maintain full and accurate records of traceability of parts used in the production. Maintenance, servicing and repair of vehicles supplied pursuant to this Framework Agreement are also subject to this clause where carried out by the Supplier. The Supplier shall provide these Services on a national basis across the United Kingdom of Great Britain and Northern Ireland.
- M** 9.4.8 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls.
- <https://www.gov.uk/government/publications/code-of-practice-on-vehicle-safety-defects-and-recalls>.
- M** 9.4.9 The Supplier shall provide to the Contracting Body, in a timely, accurate and structured format, full electronic catalogues (or hard copy) for replacement parts available from the Supplier and the Supplier shall maintain the supply of up to date catalogues to Contracting Bodies wishing to order parts.
- M** 9.4.10 The Supplier shall provide to the Contracting Body two per annum (as a minimum) regionally based on-site and off-site training events for vehicle maintenance and at no extra charge. The Contracting Body will specify their requirements as part of the ordering procedure.
- M** 9.4.11 The Supplier shall provide two electronic technical bulletins per annum (as a minimum), regarding vehicles supplied via the Framework Agreement to include servicing, maintenance and repair; vehicle recall and retro-engineering packages, upgrades, parts and technical issues. Bulletins must include the run-out date of current production models and release dates of new models.
- M** 9.4.12 The Supplier shall provide dedicated after-sales Services to deal with any concerns regarding vehicles. Specific requirements for after-sales Services will be specified within the Call Off by a Contracting Body, which shall include as a minimum;
- A dedicated blue light national account team to include an appropriate technical resource.

- A dedicated technical point of contact which shall be either a helpline and/or a named individual.
- A clear escalation process for vehicle off-road issues which maximises vehicle availability.

**D** 9.4.13 Where requested, the Supplier shall facilitate direct access to vehicle diagnostic equipment, updates, processes and training pursuant to vehicles supplied pursuant to the Framework Agreement. The Supplier shall not unreasonably withhold the supply of vehicle diagnostic equipment, updates, processes and training to the Contracting Body.

## **9.5 Manufacturer’s warranty**

**M** 9.5.1 The Supplier shall, as a minimum, provide a manufacturer’s warranty that warrants vehicles and parts supplied to the Contracting Body for Lot 8, as guaranteed to be free of defects as outlined in the table below;

	<b>Minimum warranty period (whichever occurs first)</b>	
<b>Lot 8</b>	3 years	100,000 miles

**D** 9.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**M** 9.5.3 To support the servicing, repair and maintenance of vehicles purchased pursuant to this Framework Agreement, where this work is carried out within a Contracting Body’s own workshops, the Supplier shall, upon request from a Contracting Body, provide the Contracting Body, with technical vehicle information relating to vehicles purchased. The Supplier shall provide such technical vehicle information at no extra charge.

**D** 9.5.4 The Supplier shall not unreasonably refuse Contracting Body requests to provide a manufacturer’s warranty for vehicle work undertaken in Contracting Body workshops. Where the Supplier provides such a warranty, this agreement shall be made directly between the Contracting Body and the Supplier.

**M** 9.5.5 The Supplier shall ensure that the warranty terms it provides for work undertaken in Contracting Body workshops are consistent with the terms applied to other commercial outlets throughout the United Kingdom of Great Britain and Northern Ireland. To support this process, the Supplier shall ensure that a documented process is implemented and managed on an on-going basis, until the last Call Off Agreement awarded under this Framework Agreement expires.

**D** 9.5.6 Any conversion work to any vehicles carried out or procured by the Supplier in order to satisfy the requirements of the Contracting Body shall be covered by the warranty set out in paragraph 9.5.1 such that the whole vehicle, as converted, will be warranted on the terms set out above, unless otherwise agreed with the Contracting Body.

## **9.6 Converted vehicles**

**D** 9.6.1 The Supplier acknowledges and agrees that the Contracting Bodies may require the supply of standard production vehicles which are converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor. Where conversion work is carried out clauses 9.6.2 to 9.6.12 are mandatory.

- D** 9.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with a full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.
- D** 9.6.3 Where a Supplier has appointed a Sub-Contractor to deliver Goods and/or Services pursuant to the Framework Agreement, the Supplier shall be wholly responsible for the management of appointed Sub-Contractor.
- M** 9.6.4 The Supplier shall ensure that all appropriate licenses are held, either by itself or its Sub-Contractor, for the installation and/or commissioning of blue light equipment, for example TEA2 Crypto Custodian approval.
- D** 9.6.5 The Supplier shall ensure that the full warranty it provides to each converted vehicle remains valid across the entire supply, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.
- D** 9.6.6 The Supplier shall provide a handbook, manuals and an as-built specification for any vehicles provided with conversion. The conversion manuals shall include wiring diagrams, parts lists and operating manuals that will support the servicing, maintenance, repair and safe use of the conversion. The handbooks and manuals shall be identified by the vehicle they relate to and be for the as-built specification.
- M** 9.6.7 The Supplier shall retain full traceability of parts and subassemblies used in the production, maintenance, repair and conversion of vehicles and shall operate a full recall procedure including vehicles supplied pursuant to the Framework Agreement.
- M** 9.6.8 The Supplier shall provide secure managed storage of any parts free issued by the Contracting Body.
- M** 9.6.9 Where requested by the Contracting Body, the Supplier shall conform to the required testing regime to include, as a minimum, but not limited to:
- vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Brake and Handling testing (NAPFM 001), unless otherwise requested by the Contracting Body;
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 6 EMC Testing, unless otherwise requested by the Contracting Body;
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 5 Testing for blue light equipment to be fitted to a vehicle;
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 11 Testing for Covert vehicles; and
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 13 Testing for Overt vehicles with full blue light equipment fitted to the vehicle.

- If at any point, any of the above documents are updated or replaced (whether by enhancement, replacement or other alternative arrangement), the Supplier shall comply with the new arrangements once they are introduced.

- M** 9.6.10 The Supplier shall submit vehicles for testing to Brake and Handling testing (NAPFM 001) and for Specification 6 EMC Testing to the Metropolitan Police Service (MPS), MIRA or competent test house that can test to the stated standard. Tests stand for two years unless the vehicle is altered technically, in which case, the vehicle must be re-tested. Alternative test houses may be used so long as the test is conducted according to the stated specification.
- M** 9.6.11 The Supplier shall maintain records of current compliant vehicles for Brake and EMC (Specification 6) testing and share with the Authority and Contracting Body where requested.
- M** 9.6.12 The Supplier shall provide copies of certification reports to the Contracting Body, where requested.
- D** 9.6.13 Where requested by the Contracting Body, the Supplier shall install blue light radio and communication control systems into vehicle dashboards in a safe and secure way which does not impede the normal vehicle operation or the working of any safety equipment.

## **9.7 Legislative requirements**

- M** 9.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:
- <http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.
- M** 9.7.2 The Supplier shall supply vehicles that meet all of the requirements of the individual testing regime of that particular Contracting Body and the local geographical requirements, as detailed within the vehicle Order. The Supplier shall provide advice and guidance on any testing regimes required for specific geographical areas.
- M** 9.7.3 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:
- <http://www.euroncap.com/home.aspx>.
- M** 9.7.4 When requested by the Contracting Body, the Supplier shall provide information on the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following web link:
- <https://www.thatcham.org/security>.
- M** 9.7.5 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC, which is accessible via the following web link:
- <http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

- M** 9.7.6 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts.
- 9.8 Policy requirements**
- M** 9.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall conduct all the tests specified by the Contracting Body at the Further Competition stage. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.
- M** 9.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).
- M** 9.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:
- BS EN ISO 14001 Environmental Management System standard or equivalent; and
  - European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:  
  
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- M** 9.8.4 The Supplier shall where requested during the Framework Agreement Period and the term of any Call Off Agreement comply with the following best practice guidance, including but not limited to:
- Home Office CAST Electrical Installation Guidance Notes as published by Home Office CAST and updated periodically published on the following site <https://www.gov.uk/government/collections/centre-for-applied-science-and-technology-information>;
  - NAPFM “A Design Guide for Vehicle Installations” Issue 5 - April 2014, and any subsequently updated guidance issued;
  - The Federation of Communication Services (FCS) FCS 1362:2010 Code of Practice for the installation of mobile radio and related ancillary equipment in land based Vehicles and any subsequently updated guidance issued.
- M** 9.8.5 Government Buying Standards;
- 9.8.5.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into account whole life costs and impacts of air quality and noise.
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9.8.5.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

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- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

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M 9.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.

M 9.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.

M 9.9.4 The Supplier shall make available and publish data on its supply chain impacts.

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M 9.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

## 9.11 Business Continuity, Contingency and Disaster Recovery Planning

M 9.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).

M 9.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):

- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;

- where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
- how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
  - how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

**M** 9.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).

## 10 - LOT 9 - BLUE LIGHT : MOTORCYCLES

Blue light in the context of this specification includes but is not limited to UK Police Forces, UK Ambulance Trusts, Highways Agency, Marine and Coastguard Agency (MCA) and UK Fire and Rescue Services with particular vehicle specification requirements.

10.1 a) The scope of Lot 9 includes provision of the following vehicles

Lot	Types of vehicles available
Lot 9	<b>Blue light : Motorcycles</b> <ul style="list-style-type: none"><li>• Mopeds</li><li>• Scooters</li><li>• Naked/commuter motorcycles</li><li>• Touring motorcycles</li><li>• Sports touring motorcycles</li><li>• Sports motorcycles</li><li>• Off road motorcycles</li><li>• Utility quad bikes</li></ul>

10.1 b) The Goods and/or Services that fall within the scope of Lot 9 are described below.

### 10.2 Order and supply of vehicles

- M** 10.2.1 To support the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)):
- 10.2.1.1 the Supplier shall provide details about its own organisation for publication on the Authority's dedicated web portal, in the format specified by the Authority and within the timescales specified by the Authority;
  - 10.2.1.2 the Supplier shall provide technical data and details relating to the supply of Goods and/or Services for publication on the Authority's dedicated web portal in the format specified by the Authority and within the timescales specified by the Authority;
  - 10.2.1.3 the Supplier shall ensure that all information published on the Authority's dedicated web portal is current and up-to-date at all times; and
  - 10.2.1.4 if at any point the Authority's dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist the Authority by complying with the new arrangements once they are introduced.
- M** 10.2.2 All vehicles, unless otherwise specified by the Contracting Body, shall be brand new and unused other than for delivery mileage.
- M** 10.2.3 The Contracting Body shall be the first registered user of the vehicle supplied pursuant to the Framework Agreement and no pre-registered vehicles are to be offered by the Supplier to the Contracting Body, unless explicitly requested by the Contracting Body.
- M** 10.2.4 The Supplier shall diesel and/or petrol fuelled vehicles.

- M** 10.2.5 Where available, and when specified by the Contracting Body, the Supplier shall supply alternatively fuelled vehicles, including but not limited to, fuel cell, electric and hybrid engines.
- M** 10.2.6 The Supplier shall supply vehicles with a solid metal roof and not of glass, unless this is explicitly requested by the Contracting Body.
- M** 10.2.7 The Supplier shall ensure that it can supply vehicles that are required at short notice, in response to urgent and/or unpredictable customer requirements.
- M** 10.2.8 All vehicles supplied pursuant to this Framework Agreement shall be assumed to be right hand drive ("RHD").
- M** 10.2.9 The Supplier acknowledges and agrees that Contracting Bodies may, from time to time require the supply of left hand drive ("LHD") vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and the terms applicable to the supply of LHD vehicles shall apply to RHD vehicles. The Supplier shall supply LHD vehicles at no extra charge.
- M** 10.2.10 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement are registered to the Contracting Body, or as otherwise specified in the vehicle Order.
- M** 10.2.11 Where requested by the Contracting Body, the Supplier shall manage the processes for registering any vehicle supplied pursuant to the Framework Agreement, which may include Crown vehicles exempt from fees and Police & Crime Commissioner vehicles.
- M** 10.2.12 Upon receipt of a vehicle Order, the Supplier shall provide weekly updates (or other frequency, as specified by the Contracting Body) to the Contracting Body on the progress of the vehicle Order, which includes the estimated date of delivery.
- M** 10.2.13 Where requested, the Supplier shall provide to the Contracting Body a catalogue / directory of geographical locations of its national distribution and support network. The Supplier shall ensure that the information it supplies is accurate and up-to-date at all times.
- M** 10.2.14 Upon request by a Contracting Body, the Supplier shall make a full range of demonstration vehicles available to the Contracting Body for the purposes of vehicle testing. The vehicles must be representative of those vehicles that could be supplied via Lot 9 and such vehicles provided for this purpose must have genuine potential meet the testing regime, as specified by the Contracting Body. The Supplier shall allow the Contracting Body to retain demonstration vehicles for a period of two (2) weeks, as a minimum, for testing purposes and other associated and reasonable use, which will be specified by the Contracting Body.
- M** 10.2.15 The Supplier shall not be entitled to provide any demonstration vehicle with Battenberg markings, light bars, sirens and/or Contracting Body crests, unless the specified vehicle has been certified as having passed current testing requirements for Brake and EMC, and, the vehicle must be currently available via Lot 9 of this Framework Agreement.
- M** 10.2.16 The Authority requires the Potential Providers to unreservedly allow Requesting Bodies access to the RM1070 Vehicle Purchase Framework Support Rates, as set out in Framework Schedule 21 (Requesting Bodies and Ancillary Terms), where they are purchasing vehicles on behalf of a Contracting Body.

**M** 10.2.17 Contracting Bodies within the blue light sector are increasing moving towards establishing systems where vehicle performance and operational data is used for pre-emptive and post incident action. Where requested, the Supplier shall work with the Contracting Body to acquire, install, maintain and interrogate on-board data systems to meet the Contracting Body's operational requirement.

**D** 10.2.18 Provision of on-board data systems shall include, but not be limited to, the provision of Controller Area Network (CAN Bus) message-based protocols designed for the sharing of vehicle information. Where required, all information and data will be supplied under a confidentiality agreement, in accordance with the Contracting Body's policy requirements.

### **10.3 Delivery**

**M** 10.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland, as specified in the vehicle Order and in accordance with the Charges as set out in Framework Schedule 3 (Support Rates and Charging Structure).

**M** 10.3.2 The Supplier shall deliver standard non-converted vehicles including blue light specification vehicles within 20 weeks from the date of confirmation of the order, unless otherwise specified by the Contracting Body.

**M** 10.3.3 The Supplier shall deliver converted vehicles within a 24 week period from the point of confirmation of the order, unless otherwise specified by the Contracting Body.

**M** 10.3.4 The Supplier shall compensate the Contracting Body for vehicles delivered beyond the agreed lead times based on point of confirmation of the Order and pursuant to clauses 10.3.2 and 10.3.3 to the value of £300 ex VAT per vehicle per week overdue, up to a value of 15% of the total order value.

**M** 10.3.5 Where requested, the Supplier shall ensure that all pre-delivery inspections, including the supply and fitting of number plates, is carried out on all vehicles supplied pursuant to this Framework Agreement and completed within the periods outlined in 10.3.2 and 10.3.3.

**M** 10.3.6 The Supplier shall ensure that the following relevant documents are provided to the Contracting Body at the point of delivery, including:

- vehicle handbook;
- service log book; and
- the appropriate road fund licence (i.e. tax disc, which shall be valid for 12 months, unless otherwise specified by the Contracting Body).

**M** 10.3.7 To ensure the security of the vehicle, the Supplier shall ensure that vehicles are delivered direct from the Supplier to the Contracting Body's nominated address, unless otherwise specified by the Contracting Body.

**M** 10.3.8 Where delivery of vehicles requires the Supplier to gain access to Contracting Body premises which are secure and/or have restricted access, the Supplier shall, in advance of the delivery date, provide a list of the names of all Supplier personnel requiring admission to Contracting Body premises, specifying the capacity in which they require admission and giving such other particulars, as the Contracting Body may reasonably require.

- M** 10.3.9 At the point of delivery to the Contracting Body, and unless otherwise specified, the Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Contracting Body with:
- no more than 50 miles on the odometer;
  - not less than a quarter of a tank of fuel;
  - two sets of keys;
  - all documentation listed in 10.3.6 and 10.6.6 (where applicable for converted vehicles); and
  - without defects.
- M** 10.3.10 At the point of delivery to the Contracting Body, the Supplier shall provide a handover for all vehicles, as detailed below, to ensure that the Contracting Body's duty of care as an employer, in relation to the operation of the vehicles, has been fully discharged in full, to the satisfaction of the Contracting Body. Such obligations on the Supplier shall include:
- providing a full explanation of the controls and features of the vehicle;
  - provision of user handbook for blue light specification vehicles to include vehicle handbook, conversion handbook if applicable, and any additional items fitted, and where applicable an operational handbook;
  - completing and signing a delivery sheet which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given;
  - providing a copy of the delivery sheet to the Contracting Body; and
  - provision of an "as built" specification for each vehicle, including but not limited to wiring diagrams and warranty details of equipment installed.
- M** 10.3.11 The Supplier shall deliver to any address within the United Kingdom of Great Britain and Northern Ireland and offshore as detailed in the vehicle Order, and in accordance with the due date for delivery, as specified in the vehicle Order.
- M** 10.3.12 The Supplier may be required to deliver Vehicles outside of the United Kingdom of Great Britain and Northern Ireland. Any delivery requirements outside of the United Kingdom of Great Britain and Northern Ireland shall be detailed in the vehicle Order placed by the Contracting Body.
- M** 10.3.13 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the vehicle Order.
- M** 10.3.14 The Supplier shall ensure the safe and secure delivery of all vehicles to the Contracting Body.
- M** 10.3.15 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham).

## 10.4 Servicing and Maintenance

- M** 10.4.1 At the point of delivery, the Supplier shall provide the Contracting Body with all information relating to any servicing, maintenance and repair provisions that are provided as standard for each vehicle and which are provided by the Supplier at no additional cost.
- D** 10.4.2 The Contracting Body may request the Supplier provide additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).
- M** 10.4.3 For all vehicles supplied pursuant to the Framework Agreement, the Supplier shall provide replacement parts. The Supplier shall prioritise the supply of parts through the supply chain, to the Contracting Body, to maximise vehicle availability.
- M** 10.4.4 The Supplier shall provide the Contracting Body will weekly updates on lead times for supply of any parts which are not readily available, including those placed on back-order.
- M** 10.4.5 The Supplier shall support, where requested and reasonable, the provision of imprest stock of replacement parts for the vehicles supplied, in a location determined by the Contracting Body.
- M** 10.4.6 The Supplier shall implement and maintain a blue light priority process for the supply of parts, repair and maintenance of vehicles, to keep the time in which a vehicle is off road and out of use, to a minimum.
- M** 10.4.7 The Supplier shall keep and maintain full and accurate records of traceability of parts used in the production. Maintenance, servicing and repair of vehicles supplied pursuant to this Framework Agreement are also subject to this clause where carried out by the Supplier. The Supplier shall provide these Services on a national basis across the United Kingdom of Great Britain and Northern Ireland.
- M** 10.4.8 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Agreement, in accordance with the Vehicle and Operator Services Agency VOSA code of practice on vehicle safety defects and recalls.
- <https://www.gov.uk/government/publications/code-of-practice-on-vehicle-safety-defects-and-recalls>
- M** 10.4.9 The Supplier shall provide to the Contracting Body, in a timely, accurate and structured format, full electronic catalogues (or hard copy) for replacement parts available from the Supplier and the Supplier shall maintain the supply of up to date catalogues to Contracting Bodies wishing to order parts.
- M** 10.4.10 The Supplier shall provide to the Contracting Body two per annum (as a minimum) regionally based on-site and off-site training events for vehicle maintenance and at no extra charge. The Contracting Body will specify their requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).
- M** 10.4.11 The Supplier shall provide two electronic technical bulletins per annum (as a minimum), regarding vehicles supplied via the Framework Agreement to include servicing, maintenance and repair items; vehicle recall and retro-engineering packages, upgrades, parts and technical issues. Bulletins must include the run-out date of current production models and release dates of new products.

- M** 10.4.12 The Supplier shall provide dedicated after-sales Services to deal with any concerns regarding vehicles. Specific requirements for after-sales Services will be specified within the Call Off by a Contracting Body, which include as a minimum;
- A dedicated blue light national account team to include as appropriate technical resource.
  - A dedicated technical point of contact which shall be either a helpline and/or a named individual.
  - A clear escalation process for vehicle off road issues which maximises vehicle availability.

**D** 10.4.13 Where requested, the Supplier shall facilitate direct access to vehicle diagnostic equipment, processes and training pursuant to vehicles supplied pursuant to the Framework Agreement. The Supplier shall not unreasonably withhold the supply of vehicle diagnostic equipment, updates, processes and training, to the Contracting Body.

**10.5 Manufacturer’s warranty**

**M** 10.5.1 The Supplier shall, as a minimum, provide a manufacturer’s warranty that warrants vehicles and parts supplied to the Contracting Body for Lot 9, as guaranteed to be free of defects as outlined in the table below;

	<b>Minimum warranty period (whichever occurs first)</b>	
<b>Lot 9</b>	2 years	unlimited* miles

(\*with the exception of off-road motorcycles which are for a 2-year period and not related to miles)

**D** 10.5.2 The Contracting Body may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the ordering procedure as set out in Framework Schedule 5 (Call Off Procedure).

**M** 10.5.3 To support the servicing, repair and maintenance of vehicles purchased pursuant to this Framework Agreement, where this work is carried out within a Contracting Body’s own workshops, the Supplier shall, upon request from a Contracting Body, provide the Contracting Body, with technical vehicle information relating to vehicles purchased. The Supplier shall provide such technical vehicle information at no extra charge.

**D** 10.5.4 The Supplier shall not unreasonably refuse Contracting Body requests to provide a manufacturer’s warranty for vehicle work undertaken in Contracting Body workshops. Where the Supplier provides such a warranty, this agreement shall be made directly between the Contracting Body and the Supplier.

**M** 10.5.5 The Supplier shall ensure that warranty terms it provides for work undertaken in Contracting Body workshops are consistent with the terms applied to other commercial outlets throughout the United Kingdom of Great Britain and Northern Ireland. To support this process, the Supplier shall ensure that a documented process is implemented and managed on an on-going basis, until the last Call Off Agreement awarded under this Framework Agreement expires.

**D** 10.5.6 Any conversion work to any vehicles carried out or procured by the Supplier in order to satisfy the requirements of the Contracting Body shall be covered by the warranty set out in paragraph 10.5.1 such that the whole vehicle, as converted, will be warranted on the terms set out above, unless otherwise agreed with the Contracting Body.



## 10.6 Converted vehicles

- D** 10.6.1 The Supplier acknowledges and agrees that the Contracting Bodies may require the supply of standard production vehicles which are converted to meet the specific requirements of the Contracting Body. Where the Contracting Body requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor. Where conversion is carried out clauses 10.6.2 to 10.6.12 are mandatory.
- D** 10.6.2 Where conversion work is carried out, the Contracting Body requires the Supplier to provide a full warranty for each converted vehicle supplied pursuant to this Framework Agreement, irrespective of whether the Supplier itself carries out the conversion work or whether a Sub-Contractor carries out the conversion work. The Supplier (not the Sub-Contractor) shall provide the Contracting Body with the full warranty for each converted vehicle supplied. The Supplier shall provide a warranty which covers the vehicle and the conversion work. No relief or concession shall be allowed as a consequence of any conversion work.
- D** 10.6.3 Where a Supplier has appointed a Sub-Contractor to deliver Goods and/or Services pursuant to the Framework Agreement, the Supplier shall be wholly responsible for the management of the appointed Sub-Contractor.
- M** 10.6.4 The Supplier shall ensure that all appropriate licenses are held, either by itself or its Sub-Contractor, for the installation and/or commissioning of blue light equipment, for example TEA2 Crypto Custodian approval.
- D** 10.6.5 The Supplier shall ensure that the full warranty it provides for each converted vehicle remains valid across the entire supply chain, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.
- D** 10.6.6 The Supplier shall provide a handbook, manuals and an as-built specification for any vehicles provided with conversion. The conversion manuals shall include wiring diagrams, parts lists and operating manuals that will support the servicing, maintenance, repair and safe use of the conversion. The handbooks and manuals shall be identified by the vehicle they relate to and be for the as-built specification.
- M** 10.6.7 The Supplier shall retain full traceability of parts and subassemblies used in the production, maintenance, repair and conversion of vehicles and shall operate a full recall procedure including vehicles supplied pursuant to the Framework Agreement.
- M** 10.6.8 The Supplier shall provide secure managed storage of any parts free issued by the Contracting Body.
- M** 10.6.9 Where requested by the Contracting Body, the Supplier shall conform to the required testing regime to include, as a minimum, but not limited to:
- vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Brake and Handling testing (NAPFM 002), unless otherwise requested by the Contracting Body;
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 6 EMC Testing, unless otherwise requested by the Contracting Body;
  - vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 5 Testing for blue light equipment to be fitted to a vehicle;

- vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 11 Testing for Covert vehicles; and
- vehicles which have been tested, have passed and for which a certificate is still valid for the vehicle being offered for Specification 13 Testing for Overt vehicles with full blue light equipment fitted to the vehicle.
- If at any point, any of the above documents are updated or replaced (whether by enhancement, replacement or other alternative arrangement), the Supplier shall comply with the new arrangements once they are introduced.

**M** 10.6.10 The Supplier shall submit vehicles for testing to Brake and Handling testing (NAPFM 001) and for Specification 6 EMC Testing to the Metropolitan Police Service (MPS), MIRA or competent test house that can test to the stated standard. Tests stand for two years unless the vehicle is altered technically, in which case, the vehicle must be re-tested. Alternative test houses may be used so long as the test is conducted according to the stated specification.

**M** 10.6.11 The Supplier shall maintain records of current compliant vehicles for Brake and EMC (Specification 6) testing and share with the Authority and Contracting Body where requested.

**M** 10.6.12 The Supplier shall provide copies of certification reports to the Contracting Body, where requested.

**M** 10.6.13 Where requested by the Contracting Body, the Supplier shall install blue light radio and communication control systems into vehicle dashboards in a safe and secure way which does not impede the normal vehicle operation or the working of any safety equipment.

## **10.7 Legislative Requirements**

**M** 10.7.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Agreement comply with Type Approval Law in line with the time frames specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

**M** 10.7.2 The Supplier shall supply vehicles that meet all of the requirements of the individual testing regime of that particular Contracting Body and the local geographical requirements, as detailed within the vehicle Order. The Supplier shall provide advice and guidance on any testing regimes required for specific geographical areas.

**M** 10.7.3 All vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards as a minimum requirement. Where requested by a Contracting Body, vehicles supplied shall meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified, which is accessible via the following web link:

<http://www.euroncap.com/home.aspx>.

**M** 10.7.4 When requested by the Contracting Body, the Supplier shall provide information about the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham), which is accessible via the following web link:

<https://www.thatcham.org/security>.

M 10.7.5 Upon request by the Authority and/or a Contracting Body, the Supplier shall provide any relevant information required, to assist the Authority and/or a Contracting Body to demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

M 10.7.6 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation, relating to environmental impacts.

## 10.8 Policy requirements

M 10.8.1 The Supplier acknowledges and agrees that testing regimes for vehicles vary between Contracting Bodies. The Supplier shall supply vehicles that meet or exceed all the requirements of the testing regime requested by the Contracting Body.

M 10.8.2 The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series, BS5750 or equivalent industry standard or as otherwise specified by the Contracting Body as part of the ordering procedure. (<http://www.efqm.org/>).

M 10.8.3 The Supplier shall at all times during the Term of this Framework Agreement and until the last Call Off Agreement expires, comply with the following:

- BS EN ISO 14001 Environmental Management System standard or equivalent; and
- European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>.

M 10.8.4 The Supplier shall where requested during the Framework Agreement Period and the Term of any Call Off Agreement comply with the following best practice guidance, including but not limited to:

- Home Office CAST Electrical Installation Guidance Notes as published by Home Office CAST and updated periodically published on the following site <https://www.gov.uk/government/collections/centre-for-applied-science-and-technology-information>.
- NAPFM “A Design Guide for Vehicle Installations” Issue 5 - April 2014, and any subsequently updated guidance issued.
- The Federation of Communication Services (FCS) FCS 1362:2010 Code of Practice for the installation of mobile radio and related ancillary equipment in land based Vehicles and any subsequently updated guidance issued.

M 10.8.5 Government Buying Standards;

10.8.5.1 The Supplier acknowledges and agrees that in purchasing vehicles, Central Government Contracting Bodies are required to conform to the Government Buying Standards for Transport. The Government Buying Standards for Transport aim to deliver value for money by taking into

account whole life costs and impacts of air quality and noise.

10.8.5.2 If at any point the Government Buying Standards for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements), the Supplier shall assist the Contracting Body to comply with the new arrangements once they are introduced.

10.8.5.3 Potential revisions to the Government Buying Standards may include changes which relate to, but may not be limited to:

- encouraging government procurers towards purchasing of Ultra-Low Emission Vehicles (ULEVs), where appropriate;
- incentivising reductions in air pollution and noise, going beyond current and planned EU regulatory requirements.

## **10.9 Sustainability**

M 10.9.1 The Authority requires that the Supplier realises that true long-term business sustainability requires not only consideration of commercial needs, but also making a positive impact on society and the environment – both locally and globally. The Authority, the Contracting Bodies and the Supplier shall be actively involved in understanding and nurturing these areas in order to meet the requirements of today without compromising the needs of tomorrow. The Authority and Contracting Bodies expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support.

M 10.9.2 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Agreement.

M 10.9.3 All government departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/>. This includes a commitment to ensure the Government buys more sustainable and efficient products and engages with its suppliers to understand and reduce the impacts of its supply chain. Supplier(s) must help the Government to achieve this.

M 10.9.4 The Supplier shall make available and publish data on its supply chain impacts.

## **10.10 Management Information**

M 10.10.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement, as set out in Framework Schedule 9 (Management Information).

M 10.10.2 The Supplier shall provide Management Information to Contracting Bodies, in accordance with the terms of each Call Off Agreement.

## **10.11 Business Continuity, Contingency and Disaster Recovery Planning**

M 10.11.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that fulfilment of Goods and/or Services as described in a Call Off Agreement are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO22301 (or equivalent).

- M** 10.11.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Contracting Body which shall include the following elements (as a minimum requirement):
- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
  - where appropriate, how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken, including how the blue light vehicles will be reprioritised within the system;
  - how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Services are sourced from a single supplier;
  - how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.
- M** 10.11.3 The Contracting Body will specify any additional requirements as part of the ordering procedure (as set out in Framework Schedule 5 (Call Off Procedure)).