

**FRAMEWORK AGREEMENT SCHEDULE 2: GOODS
AND SERVICES AND KEY PERFORMANCE
INDICATORS**

PART A – GOODS AND SERVICES

VEHICLE LEASE and FLEET MANAGEMENT

REFERENCE NUMBER

RM3710

ATTACHMENT 5

FRAMEWORK AGREEMENT SCHEDULE 2 – GOODS AND SERVICES AND KEY PERFORMANCE INDICATORS

PART A – GOODS AND SERVICES

1. INTRODUCTION

- 1.1.1 Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of the Lease (Contract Hire) of Vehicles and Associated Services and Fleet Management Services to the UK public sector. The Framework Agreement will comprise of 3 Lots as detailed in paragraph 2 – Description of Lots.
- 1.1.2 The purpose of this Part A of Framework Schedule 2 (Goods and Services) is to set out the scope of the Goods and Services that the Supplier will be required to make available to all Contracting Body(s) under this Framework Agreement and to provide a description of what the Goods and Services entail together with any specific Standards applicable to the Goods and Services
- 1.1.3 The aim of the Framework Agreement is to appoint Suppliers who will be responsible for the provision of lease vehicles to Contracting Body(s), including the option to provide vehicle service maintenance and repair and other associated services. It is also the intention to appoint Suppliers who are able to provide Fleet Management Services, including the management, sourcing and supply of passenger motor cars, light commercial vehicles and commercial vehicles.
- 1.1.4 The Authority placed a Prior Information Notice 2014/S 177-312966 on 16/09/2014 (the PIN notice) in the Official Journal of the European Union (OJEU).
- 1.1.5 The procurement has been advertised by publishing a contract notice in the OJEU advertising the open procedure under the Public Contracts Regulations 2006 (as amended) (the “Regulations”).
- 1.1.6 Current government policy mandates that all UK Central Government Departments, their Agencies and Arm’s Length Bodies lease their vehicles and obtain their fleet management service requirements through this Framework Agreement. In the event that current government policy changes, the Authority will be transparent about any proposed changes and when any such changes are likely to take effect.
- 1.1.7 The information published in section VI.3 of the OJEU Contract Notice provides a list of the UK Central Government Departments, their Agencies and Arm’s Length Bodies and all other Contracting Bodies whom will be eligible to access this Vehicle Lease and Fleet Management Services Framework Agreement.
- 1.1.8 This Framework Agreement will be managed centrally by the Authority and the Call-Off Agreements will be managed by the Contracting Body(s).
- 1.1.9 Suppliers appointed to this Framework Agreement shall utilise the following Authority’s existing Framework Agreements in connection with the provision of the Vehicles and Fleet Management Services. This will be classed as the default position unless the Supplier can demonstrate they have obtained better value for money for equivalent goods and services from other contracts or arrangements. Where an Authority Framework Agreement is available to the Supplier but it elects to use alternative contracts or arrangements then it will need to demonstrate to the Authority how they obtained better value for money:

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- i. Vehicle Purchase RM1070
 - ii. Vehicle Conversion RM956
 - iii. Supply and Fit of Tyres RM955
 - iv. Vehicle Hire RM1062
 - v. Fuel Cards RM1027
 - vi. Other agreements specified by the Contracting Body(s)

1.1.10 The duration of this Framework Agreement is 36 months with the option for the Authority to extend for a further 12 months following this if they so wish.

2. Description of Lots

2.1 This Framework Agreement consists of 3 Lots as described below:

Lot	Description of the Lots
<p><u>1</u></p>	<p><u>Lease of passenger motor vehicles and light commercial vehicles up to 3.5 tonnes</u></p> <p>The Suppliers of Lot 1 shall provide the lease of the following passenger motor vehicles and light commercial vehicles up to 3.5 tonnes including:</p> <ul style="list-style-type: none"> • Passenger cars • Vans up to 3.5 tonnes • 4x4 variant vehicles • Alternatively fuelled vehicles e.g. hybrid, electric • Converted vehicles up to 3.5 tonnes only <p>All mandatory requirements Suppliers shall fulfil under Lot 1 of this Framework Agreement can be found at paragraphs 3.1 – 3.14.</p> <p>All desirable requirements for Lot 1 can be found at paragraphs 4.1 – 4.2.</p> <p>Mandatory requirements that ALL Suppliers shall be expected to fulfil under this Framework are as described in paragraphs 9.1 – 9.10.</p>
<p><u>2</u></p>	<p><u>Lease of commercial vehicles 3.5 tonnes and above, including buses, coaches, trailers and municipal vehicles</u></p> <p>The Suppliers of Lot 2 shall provide the lease of commercial vehicles 3.5 tonnes and above including:</p> <ul style="list-style-type: none"> • HGV's • Buses • Coaches • Trailers • Municipal Vehicles <p>With the option to convert the vehicle where required.</p> <p>All mandatory requirements Suppliers shall fulfil under Lot 2 of this Framework Agreement can be found at paragraphs 5.1 – 5.14.</p> <p>All desirable requirements for Lot 2 can be found at paragraph 6.1.</p> <p>Mandatory requirements that ALL Suppliers shall be expected to fulfil under this Framework are as described in paragraphs 9.1 – 9.10.</p>

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Provision for fleet management services, including the management, sourcing and supply of passenger cars, motorcycles, light commercial vehicles up to 3.5 tonnes and commercial vehicles 3.5 tonnes and above.

All of the Suppliers under Lot 3 shall be able to provide:

- Account Management
- Fleet Management System
- Accident and Claims Management
- Vehicle Sourcing
- Management of Existing Owned and Leased Vehicles
- Vehicle Utilisation/Optimisation
- Vehicle Distribution and Movements
- Vehicle Maintenance (SMR)
- Vehicle Disposal
- Vehicle Conversion and Modification
- Vehicle Decommissioning
- Driver Support Services
- Breakdown & Recovery
- Vehicle Downtime Management
- MOT Management
- Mileage Management
- Fuel Card Management
- Fines & Charges
- P46(Car)/P11D
- Implementation and Transition Management
- Vehicle Insurance/Motor Insurance Database

All mandatory requirements that Suppliers shall fulfil under Lot 3 of this Framework Agreement are as described in paragraphs 7.1 – 7.21

All desirable requirements are described in paragraphs 8.1 – 8.7.

Mandatory requirements that ALL Suppliers shall be expected to fulfil under this Framework are as described in paragraphs 9.1 – 9.10.

3. Mandatory Requirements Lot 1

Lot 1 - Lease of passenger motor vehicles and light commercial vehicles up to 3.5 tonnes.

This section provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 1 in order to meet the Goods and Service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirements, as all mandatory requirements as listed below shall be required to commence from the implementation of the Call-Off Agreements with the Contracting Body(s).

- a) **Account Management** – The Supplier shall be able to comply with all aspects of Account Management as described in paragraph 3.1
- b) **Vehicle Quotations** – The Supplier shall be able to provide vehicle quotations and meet all other requirements as described in paragraph 3.2
- c) **Funding Options** – The Supplier shall be able to provide Contract Hire as the funding mechanism for the vehicles as detailed in paragraph 3.3
- d) **Payment Profile** – The Supplier shall comply with the Payment Profile Requirements as listed in paragraph 3.4
- e) **Order and Supply of Vehicles** – The Supplier shall comply with the requirements for Ordering and Supplying Vehicles as set out in paragraph 3.5.
- f) **Vehicle Delivery** – The Supplier shall ensure all motor vehicles are supplied and delivered in accordance with the requirements set out in the Vehicle Order. Please refer to paragraph 3.6
- g) **Service Maintenance and Repair (SMR)** – The Supplier shall provide the Vehicle with or without SMR in keeping with the guidelines set out in paragraph 3.7, 3.8 and 3.9
- h) **Booking and Scheduling** – The Supplier shall be able to comply with all Booking and Scheduling processes. Please refer to paragraph 3.10
- i) **Vehicle Conversion and Modification** – The Supplier shall ensure where a vehicle requires conversion and/or modification, that the converted/modified vehicle meets all legislative requirements. Please refer to paragraph 3.11
- j) **Vehicle Decommissioning** – The Supplier shall be required to comply with all aspects of vehicle decommissioning requirements as described in paragraph 3.12
- k) **Fines and Charges** – The Supplier shall provide a payment solution and process for fines and charges where required by the Contracting Body(s). Please refer to paragraph 3.13
- l) **Driver Support Services** - The Supplier shall be able to comply with all aspects of Driver Support Services as described in paragraph 3.14

3.1 Account Management

- 3.1.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.
- 3.1.2 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Body(s) and also provide the following to the Authority and the Contracting Body(s) where required:
- A written performance report as defined within the Framework Agreement Schedule 2 Part B Key Performance Indicators and the Call-Off Agreement Service Levels
 - A Continuous Improvement Plan as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually and updated where necessary
 - A quarterly written communication which includes details of any changes, improvements, risks, issues, complaints, concerns and future plans.
- 3.1.3 The Supplier shall provide the Contracting Body(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Body(s). This will be agreed prior to the Supplier and Contracting Body entering into the Call-Off Agreement. .
- 3.1.4 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Body(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Body(s) at the Call-Off Agreement stage.

3.2 Vehicle Quotations

- 3.2.1 The Contracting Body(s) require live vehicle quotations for manufacturers' standard specification vehicles in Lot 1 to be accessible via the Authority's lease car website <https://gpsfleetportal.cabinetoffice.gov.uk> (Fleet Portal) utilising 'Web Service' technology. The Supplier shall be required to configure their systems in order to receive and transmit vehicle quotation information securely in 'XML' format utilising vehicle identification data by their 'CAP1' vehicle code. The quotation provided shall be in line with the payment profile specified by the Contracting Body(s) e.g. if the payment profile is monthly in advance, then the invoice amount quoted shall be a monthly figure and all prices quoted shall be ex VAT.
- 3.2.2 In order to utilise the vehicle identification data, the Supplier shall be required to subscribe to CAP which can be accessed via the following link <http://www.cap.co.uk/>

3.2.3 The Contracting Body(s) vehicle quotation requested via the website shall be based upon the following minimum criteria which will make up the organisations profile:

- Contracting Body(s) identification reference
- Lease duration
- Annual mileage
- Service Maintenance and Repair (SMR) included/excluded
- Road Fund Licence (RFL) included/excluded
- Vehicle details (make, model and derivative)
- Optional extras
- Payment profile (e.g. annual in advance)
- Manufacturer discount terms to apply (standard Authority discounts to apply with volume discounts managed offline).

3.2.4 The Supplier shall be required to receive this information and return a quotation within 10 seconds of receiving the request via the lease car website (Fleet Portal). The quotation shall be broken down into the following distinct pieces of information as a minimum with the ability to provide full open book quotations offline where required:

- Invoice amount ex VAT (lease cost as per the payment profile – annual, monthly or quarterly)
- Quotation reference number
- Selected vehicle
- Selected options
- Lease period
- Annual lease mileage
- Quotation expiry date
- Annual SMR cost (if included)
- Vehicle residual value (ex VAT)
- Finance rate applied

3.2.5 If at any point the Authority's lease car website (Fleet 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 agreed and introduced.

3.2.6 The Supplier shall also provide vehicle quotations via other methods than the Fleet Portal such as email and the CCS eSourcing portal;
<https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp>

3.2.7 All vehicle quotations provided by the Supplier are to be valid and fixed for a period of 30 calendar days from the date of quotation subject to manufacturers price increases. Where the price of a vehicle reduces during this period the Supplier shall ensure that this reduced price is passed to the Contracting Body(s).

3.3 Funding Options

3.3.1 The Supplier shall provide Contract Hire as the principal funding mechanism for the vehicles however there may be occasions where the Contracting Body(s) may wish to fund their vehicles through other funding options. Therefore the Supplier shall have the ability to provide alternative funding options, where required for example Finance Lease.

3.4 Payment Profile

3.4.1 The Supplier shall provide lease pricing via the following payment profiles:

- Annual in Advance
- Quarterly in Advance
- Monthly in Advance
- Quarterly in Arrears
- Monthly in Arrears

3.4.2 The Supplier shall also provide for alternative payment profiles where requested by the Contracting Body(s) as part of a further competition process.

3.5 Order and Supply of Vehicles

3.5.1 All vehicles, unless otherwise specified by the Contracting Body(s), shall be brand new and unused other than for the delivery mileage and must meet all legal compliance requirements.

3.5.2 The Supplier shall supply diesel and/or petrol fuelled vehicles and where available and specified/requested by the Contracting Body(s), supply alternatively fuelled vehicles, including but not limited to hybrid, electric and fuel cell.

3.5.3 The Contracting Body(s) may require vehicles to be re-registered when necessary e.g. in the event of a security compromise.

3.5.4 Upon receipt of a Vehicle Order the Supplier shall provide updates on the progress of the Vehicle Order through to delivery. This shall include as a minimum the estimated date of delivery of the vehicle to the Contracting Body(s) and reasons for any changes. The frequency of these updates is to be agreed with the Contracting Body(s).

3.5.5 The Supplier shall liaise with the Contracting Body(s) fleet management supplier where required in order to coordinate and update vehicle deliveries.

3.6 Vehicle Delivery

3.6.1 The Supplier shall deliver/arrange the delivery of vehicles to addresses within the United Kingdom and Northern Ireland, including the Scottish Isles as specified in the Vehicle Order.

3.6.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Vehicle Order and ensure the safe and secure delivery of all vehicles to the Contracting Body(s).

3.6.3 Where delivery of the vehicles requires the Supplier to gain access to the Contracting Body(s) 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 Suppliers personnel requiring admission to the premises specifying the capacity in which they require admission and giving such other particulars as the Contracting Body(s) may reasonably require.

3.6.4 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of registration plates are carried out on all vehicles supplied under this Framework Agreement.

3.6.5 The Supplier shall ensure that the following are provided to the Contracting Body(s) upon delivery of the vehicle:

- Manufacturer's vehicle handbooks
- Service log book (or link to electronic copy)
- Valid road fund licence in place, which is to be valid for 12 months unless otherwise specified by the Contracting Body(s)
- Driver Pack including but not limited to driver information guide containing the driver support services contact number
- Safety Pack where required, including but not limited to a warning triangle and high visibility jacket

3.6.6 The Supplier shall ensure that all vehicles are delivered to the Contracting Body(s) free from any defects and complete with:

- No more than 99 miles on the odometer unless agreed otherwise
- Not less than a quarter tank of fuel
- Two sets of keys

3.6.7 At the point of delivery to the Contracting Body(s), the Supplier shall provide a handover for all vehicles 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(s). The handover 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
- Providing the Contracting Body(s) with a copy of the delivery sheet

3.6.8 The Contracting Body(s) may require the option that the vehicle is delivered to their own nominated vehicle dealer and advanced notification in writing is required should there be any resulting changes such as change in rental cost or delivery delay.

3.7 Service Maintenance and Repair (SMR)

3.7.1 The Supplier shall provide the vehicle with SMR included or excluded as specified by the Contracting Body(s).

3.7.2 SMR shall be in accordance with manufacturer's recommendations and shall encompass routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes.

3.7.3 The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Contracting Body(s).

3.7.4 The Supplier shall notify the Contracting Body(s), and where required the driver within 48 hours of being notified that a manufacturer has to recall a vehicle ensuring that the process is managed effectively and no costs are passed on to the Contracting Body(s).

Breakdown and Recovery

3.7.5 The Supplier shall provide the Contracting Body(s) with a vehicle recovery and breakdown service 24 hours a day, 7 days a week, 365 days a year where required by the Contracting Body(s). This shall include:

- Home Start
- UK roadside assistance.

3.7.6 In the event that the vehicle cannot be repaired at the roadside the Supplier shall ensure the safe recovery of the driver and any passengers to their preferred destination or that they are provided with a replacement car for up to 48 hours at no cost to the Contracting Body(s).

3.8 SMR included with the Lease

3.8.1 The Supplier shall ensure that all vehicles are maintained in a safe and legal condition and in accordance with the vehicle manufacturer's instructions.

3.8.2 The Supplier shall provide SMR coverage at the most appropriate and cost effective locations to ensure that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.

3.8.3 The Supplier shall use an approved network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.

3.8.4 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and any additional costs, including end of contract damage costs, are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) guidelines in order to represent best value for money for the Contracting Body(s). The BVRLA guidelines can be accessed via the following link:
<http://www.bvrla.co.uk/>

3.8.5 The Supplier shall investigate any maintenance, repair or invoice that is not to the Contracting Body(s) satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Contracting Body(s).

3.8.6 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Contracting Body(s) and/or the driver of the vehicle.

3.8.7 The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Contracting Body(s).

3.8.8 The Supplier shall notify the Contracting Body(s) in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle.

3.8.9 The Supplier shall be responsible for the cost of replacement tyres during the lease period, except where such replacement is due to the lack of care or abuse of the tyre by the Contracting Body(s).

3.8.10 The Supplier shall replace tyres once the tread has reached 2mm or below unless the vehicle is declared by the Contracting Body(s) as a rapid response vehicle under which circumstances the requirement for tyre replacement is 3mm, or as agreed otherwise with the Contracting Body(s).

3.8.11 The Supplier shall ensure that they maintain full operating service history logs for all vehicles and supply copies to the Contracting Body(s) upon request.

3.9 SMR not included in the Lease

3.9.1 The Contracting Body(s) may require the option to undertake maintenance in-house or via external arrangements for leased vehicles. Where a Contracting Body(s) selects such an option then they will make available relevant SMR details of the vehicle to the Supplier when requested.

3.9.2 The Supplier shall provide the option for the Contracting Body(s) to still utilise the Supplier's support network and negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.

3.9.3 The Contracting Body(s) shall ensure that the vehicle is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the vehicle is kept clean and in a good state of repair, including the top up of oil, water, antifreeze, brakes and clutch fluids.

3.9.4 The Contracting Body(s) shall ensure that all maintenance work relating to the vehicle, including the replacement of tyres, batteries, exhausts etc. is carried out in accordance with the manufacturer's procedures for maintenance and at a service outlet approved by the Supplier.

3.10 Booking and Scheduling

3.10.1 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance, including:

- Direct with a dealer
- Direct through a dedicated service helpline
- Online system
- Via apps where available

3.10.2 The Supplier shall ensure that it is able to provide a courtesy vehicle in the event of pre-arranged routine service, maintenance and repair where the Contracting Body(s) has provided 14 calendar days' notice of the requirement.

3.10.3 Where a replacement vehicle is required in the event of unplanned maintenance and repair the Supplier shall ensure that they are able to provide a relief vehicle where the Contracting Body(s) has included this as part of the lease of the vehicle.

3.10.4 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Contracting Body(s) of the expected downtime of the vehicle and where a vehicle is to be retained beyond its allotted downtime, the Supplier shall ensure that the delays are:

- Communicated to the Contracting Body(s)
- Minimised and acted upon to reduce the impact to the Contracting Body(s) and/or the driver of the vehicle

3.11 Vehicle Conversion and Modification

3.11.1 Where a vehicle requires conversion and/or modification, the Supplier shall ensure that the converted/modified vehicle meets all legislative requirements prior to delivery to the Contracting

Body(s), including ensuring that the vehicle is covered by a full warranty, type approval and Certificate of Initial Fitness (COIF) as applicable.

3.12 Vehicle Decommissioning

3.12.1 Where required by the Contracting Body(s), the Supplier shall ensure that vehicles such as ambulances and liveried vehicles are decommissioned and disposed of appropriately so that they cannot be mistaken as vehicles carrying out their former official function nor used for unauthorised or terrorist activities.

3.13 Fines and Charges

3.13.1 To ensure costs are controlled and fines are paid on time, the Supplier shall provide a payment solution and process that does not cause the incrementing of the fine or charge by the imposition of penalties for late payment.

3.13.2 Where the Contracting Body(s) and/or the driver contests the fine/charge directly with the prosecuting authority and they are successful in their appeal, the Supplier shall refund the charge back to the Contracting Body(s) or the driver as appropriate.

3.13.3 Where the fine/charge is incurred by the Supplier and/or their Sub-Contractors they shall be responsible for its resolution and payment.

3.14 Driver Support Services

3.14.1 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week, 365 days a year through a dedicated point of contact.

3.14.2 The Supplier shall provide a dedicated helpdesk/helpline as a first point of contact to assist the Contracting Body(s) drivers with queries regarding the services provided within their Call-Off Agreement.

4. Desirable Requirements Lot 1

This section 4 of Part A of Framework Agreement Schedule 2 itemises the Goods and Services that shall be required to the extent permitted and set out in Framework Agreement Schedule 5 (Call-Off Procedure), by one or more of the Contracting Body(s) when entering into a Call-Off Agreement.

- a) **Salary Sacrifice** – The supplier shall provide a salary sacrifice scheme where required by the Contracting Body(s) under Lot 1 only. Please refer to paragraph 4.1
- b) **Sale and Lease Back** – Where so required, the Supplier shall provide a sale and lease back service to the Contracting Body(s). Please refer to paragraph 4.2

4.1 Salary Sacrifice

4.1.1 Where required by the Contracting Body(s), the Supplier shall be able to provide the lease vehicles into salary sacrifice schemes.

4.2 Sale and Lease Back

- 4.2.1 Where so required by the Contracting Body(s) the Supplier shall purchase the vehicles owned by the Contracting Body(s) and lease the vehicles back to the Contracting Body(s), subject to the terms of the Vehicle Order.

5. Mandatory Requirements Lot 2

Lot 2 - Lease of commercial vehicles 3.5 tonnes and above, including buses, coaches, trailers and municipal vehicles.

This section provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 2 in order to meet the Goods and Service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirements, as all mandatory requirements as listed below shall be required to commence from the implementation of the Call-Off Agreements with the Contracting Body(s).

- a) **Account Management** – The Supplier shall be able to comply with all aspects of Account Management as described in paragraph 5.1
- b) **Vehicle Quotations** – The Supplier shall be able to provide vehicle quotations and meet all other requirements as described in paragraph 5.2
- c) **Funding Options** – The supplier shall be able to provide Contract Hire as the funding mechanism for the vehicles as detailed in paragraph 5.3
- d) **Payment Profile** – The Supplier shall comply with the Payment Profile Requirements as listed in paragraph 5.4
- e) **Order and Supply of Vehicles** – The Supplier shall comply with the requirements for Ordering and Supplying Vehicles as set out in paragraph 5.5.
- f) **Vehicle Delivery** – The Supplier shall ensure all motor vehicles are supplied and delivered in accordance with the requirements set out in the Vehicle Order. Please refer to paragraph 5.6
- g) **Service Maintenance and Repair (SMR)** – The supplier shall provide the Vehicle with or without SMR in keeping with the guidelines set out in paragraph 5.7, 5.8 and 5.9
- h) **Booking and Scheduling** – The supplier shall be able to comply with all Booking and Scheduling processes. Please refer to paragraph 5.10
- i) **Vehicle Conversion and Modification** – The supplier shall ensure where a vehicle requires conversion and/or modification, that the converted/modified vehicle meets all legislative requirements. Please refer to paragraph 5.11
- j) **Vehicle Decommissioning** – The Supplier shall be required to comply with all aspects of vehicle decommissioning requirements as described in paragraph 5.12
- k) **Fines and Charges** – The Supplier shall provide a payment solution and process for fines and charges where required by the Contracting Body(s). Please refer to paragraph 5.13
- l) **Driver Support Services** - The Supplier shall be able to comply with all aspects of Driver Support Services as described in paragraph 5.14

5.1 Account Management

- 5.1.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.
- 5.1.2 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Body(s) and also provide the following to the Authority and the Contracting Body(s) where required:
- A written performance report as defined within the Framework Agreement Schedule 2 Part B Key Performance Indicators and the Call-Off Agreement Service Levels
 - A Continuous Improvement Plan, as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually and updated where necessary
 - A quarterly written communication which includes details of any changes, improvements, risks, issues, complaints, concerns and future plans.
- 5.1.3 The Supplier shall provide the Contracting Body(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Body(s). This will be agreed at the Call-Off Agreement stage.
- 5.1.4 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Body(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Body(s) at the Call-Off Agreement stage.

5.2 Vehicle Quotations

- 5.2.1 The Supplier shall provide vehicle quotations where required by Contracting Bodies via various formats such as email and the CCS eSourcing portal. Which can be accessed via the following link: <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp>
- 5.2.2 The quotations shall be broken down into the following distinct pieces of information as a minimum with the ability to provide full open book quotations where required by the Contracting Body:
- Quotation reference number
 - Quotation expiry date
 - Selected vehicle
 - Selected options
 - Lease period
 - Annual lease mileage
 - Annual SMR cost (if included)

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- Payment profile (e.g. annual in advance)
 - Manufacturer discount applied (standard Authority discounts to apply)
 - Finance rate applied
 - Invoice amount

5.2.3 All vehicle quotations provided by the Supplier are to be valid and fixed for a period of 30 calendar days from the date of quotation subject to manufacturers price increases. Where the price of a vehicle reduces during this period the Supplier shall ensure that this reduced price is passed to the Contracting Body(s).

5.3 Funding Options

5.3.1 The Supplier shall provide Contract Hire as the principal funding mechanism for the vehicles however there may be occasions where the Contracting Body(s) may wish to fund their vehicles through other funding options. Therefore the Supplier shall have the ability to provide alternative funding options, where required for example Finance Lease.

5.4 Payment Profile

5.4.1 The Supplier shall provide lease pricing via the following payment profiles:

- Annual in Advance
- Quarterly in Advance
- Monthly in Advance
- Quarterly in Arrears
- Monthly in Arrears

5.4.2 The Supplier shall also provide for alternative payment profiles where requested by the Contracting Body(s) as part of a further competition process.

5.5 Order and Supply of Vehicles

5.5.1 All vehicles, unless otherwise specified by the Contracting Body(s), shall be brand new and unused other than for the delivery mileage and must meet all legal compliance requirements.

5.5.2 The Supplier shall supply diesel and/or petrol fuelled vehicles and where available and specified/requested by the Contracting Body(s), supply alternatively fuelled vehicles, including but not limited to hybrid, electric and fuel cell.

5.5.3 The Contracting Body(s) may require vehicles to be re-registered when necessary e.g. in the event of a security compromise.

5.5.4 Upon receipt of a Vehicle Order the Supplier shall provide updates on the progress of the Vehicle Order through to delivery. This shall include as a minimum the estimated date of delivery of the vehicle to the Contracting Body(s) and reasons for any changes. The frequency of these updates is to be agreed with the Contracting Body(s).

5.5.5 The Supplier shall liaise with the Contracting Body(s) fleet management supplier where required in order to coordinate and update vehicle deliveries.

5.6 Vehicle Delivery

- 5.6.1 The Supplier shall deliver/arrange the delivery of vehicles to addresses within the United Kingdom and Northern Ireland, including the Scottish Isles as specified in the Vehicle Order.
- 5.6.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Vehicle Order and ensure the safe and secure delivery of all vehicles to the Contracting Body(s).
- 5.6.3 Where delivery of the vehicles requires the Supplier to gain access to the Contracting Body(s) 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 Suppliers personnel requiring admission to the premises specifying the capacity in which they require admission and giving such other particulars as the Contracting Body(s) may reasonably require.
- 5.6.4 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of registration plates are carried out on all vehicles supplied under this Framework Agreement.
- 5.6.5 The Supplier shall ensure that the following are provided to the Contracting Body(s) upon delivery of the vehicle:
- Manufacturer's vehicle handbooks
 - Service log book (or link to electronic copy)
 - Valid road fund licence in place, which is to be valid for 12 months unless otherwise specified by the Contracting Body(s)
 - Driver Pack including but not limited to driver information guide containing the driver support services contact number
 - Safety Pack where required, including but not limited to a warning triangle and high visibility jacket
- 5.6.6 The Supplier shall ensure that all vehicles are delivered to the Contracting Body(s) free from any defects and complete with:
- No more than 99 miles on the odometer unless agreed otherwise
 - Two sets of keys
- 5.6.7 At the point of delivery to the Contracting Body(s), the Supplier shall provide a handover for all vehicles to ensure that the Contracting Body(s)'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(s). The handover 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
 - Providing the Contracting Body(s) with a copy of the delivery sheet
- 5.6.8 The Contracting Body(s) may require the option that the vehicle is delivered to their own nominated vehicle dealer and advanced notification in writing is required should there be any resulting changes such as change in rental cost or delivery delay.

5.7 Service Maintenance and Repair (SMR)

- 5.7.1 The Supplier shall provide the vehicle with SMR included or excluded as specified by the Contracting Body(s).
- 5.7.2 SMR shall be in accordance with manufacturer's recommendations and shall encompass routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes.
- 5.7.3 The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Contracting Body(s).
- 5.7.4 The Supplier shall notify the Contracting Body(s) and where required the driver within 48 hours of being notified that a manufacturer has to recall a vehicle ensuring that the process is managed effectively and no costs are passed on to the Contracting Body(s).

Breakdown and Recovery

- 5.7.5 The Supplier shall provide the Contracting Body(s) with a vehicle recovery and breakdown service 24 hours a day, 365 days a year where required by the Contracting Body(s). This shall include:
- UK roadside assistance.
- 5.7.6 In the event that the vehicle cannot be repaired at the roadside the Supplier shall ensure the safe recovery of the driver and any passengers to their preferred destination or that they are provided with a replacement car for up to 48 hours at no cost to the Contracting Body(s).

5.8 SMR included with the Lease

- 5.8.1 The Supplier shall ensure that all vehicles are maintained in a safe and legal condition and in accordance with the vehicle manufacturer's instructions.
- 5.8.2 The Supplier shall provide SMR coverage at the most appropriate and cost effective locations to ensure that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.
- 5.8.3 The Supplier shall use an approved network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.
- 5.8.4 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and any additional costs, including end of contract damage costs, are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) guidelines in order to represent best value for money for the Contracting Body(s). The BVRLA guidelines can be accessed via the following link:
<http://www.bvrla.co.uk/>.
- 5.8.5 The Supplier shall investigate any maintenance, repair or invoice that is not to the Contracting Body(s) satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Contracting Body(s).

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- 5.8.6 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Contracting Body(s) and/or the driver of the vehicle.
- 5.8.7 The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Contracting Body(s).
- 5.8.8 The Supplier shall notify the Contracting Body(s) in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle.
- 5.8.9 The Supplier shall be responsible for the cost of replacement tyres during the lease period, except where such replacement is due to the lack of care or abuse of the tyre by the Contracting Body(s).
- 5.8.10 The Supplier shall replace tyres once the tread has reached 2mm or below unless the vehicle is declared by the Contracting Body(s) as a rapid response vehicle under which circumstances the requirement for tyre replacement is 3mm, or as agreed otherwise with the Contracting Body(s).
- 5.8.11 The Supplier shall ensure that they maintain full operating service history logs for all vehicles and supply copies to the Contracting Body(s) upon request.

5.9 SMR not included in the Lease

- 5.9.1 The Contracting Body(s) may require the option to undertake maintenance in-house or via external arrangements for leased vehicles. Where a Contracting Body(s) selects such an option then they will make available relevant SMR details of the vehicle to the Supplier when requested.
- 5.9.2 The Supplier shall provide the option for the Contracting Body(s) to still utilise the Supplier's support network and negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.
- 5.9.3 The Contracting Body(s) shall ensure that the vehicle is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the vehicle is kept clean and in a good state of repair, including the top up of oil, water, antifreeze, brakes and clutch fluids.
- 5.9.4 The Contracting Body(s) shall ensure that all maintenance work relating to the vehicle, including the replacement of tyres, batteries, exhausts etc. is carried out in accordance with the manufacturer's procedures for maintenance and at a service outlet approved by the Supplier.

5.10 Booking and Scheduling

- 5.10.1 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance, including:
- Direct with a dealer
 - Direct through a dedicated service helpline
 - Online system
 - Via apps where available
- 5.10.2 The Supplier shall ensure that it is able to provide a courtesy vehicle in the event of pre-arranged routine service, maintenance and repair where the Contracting Body(s) has provided 14 calendar days' notice of the requirement.

5.10.3 Where a replacement vehicle is required in the event of unplanned maintenance and repair the Supplier shall ensure that they are able to provide a relief vehicle where the Contracting Body(s) has included this as part of the lease of the vehicle.

5.10.4 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Contracting Body(s) of the expected downtime of the vehicle and where a vehicle is to be retained beyond its allotted downtime, the Supplier shall ensure that the delays are:

- Communicated to the Contracting Body(s)
- Minimised and acted upon to reduce the impact to the Contracting Body(s) and/or the driver of the vehicle

5.11 Vehicle Conversion and Modification

5.11.1 Where a vehicle requires conversion and/or modification, the Supplier shall ensure that the converted/modified vehicle meets all legislative requirements prior to delivery to the Contracting Body(s), including ensuring that the vehicle is covered by a full warranty, type approval and Certificate of Initial Fitness (COIF) as applicable.

5.12 Vehicle Decommissioning

5.12.1 Where required by the Contracting Body(s), the Supplier shall ensure that vehicles such as ambulances and liveried vehicles are decommissioned and disposed of appropriately so that they cannot be mistaken as vehicles carrying out their former official function nor used for unauthorised or terrorist activities.

5.13 Fines and Charges

5.13.1 To ensure costs are controlled and fines are paid on time, the Supplier shall provide a payment solution and process that does not cause the incrementing of the fine or charge by the imposition of penalties for late payment.

5.13.2 Where the Contracting Body(s) and/or the driver contests the fine/charge directly with the prosecuting authority and they are successful in their appeal, the Supplier shall refund the charge back to the Contracting Body(s) or the driver as appropriate.

5.13.3 Where the fine/charge is incurred by the Supplier and/or their Sub-Contractors they shall be responsible for its resolution and payment.

5.14 Driver Support Services

5.14.1 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week, 365 days a year through a dedicated point of contact.

5.14.2 The Supplier shall provide a dedicated helpdesk/helpline as a first point of contact to assist the Contracting Body(s) drivers with queries regarding the services provided within their Call-Off Agreement.

6. Desirable Requirements Lot 2

This section 6 of Part A of Framework Agreement Schedule 2 itemises the Goods and Services that shall be required to the extent permitted and set out in Framework Agreement Schedule 5 (Call off Procedure), by one or more of the Contracting Body(s) when entering into a Call-Off Agreement.

- a) **Sale and Lease Back** – Where so required, the Supplier shall provide a sale and lease back service to the Contracting Body(s). Please refer to paragraph 6.1

6.1 Sale and Lease Back

6.1.1 Where so required by the Contracting Body(s) the Supplier shall purchase the vehicles owned by the Contracting Body(s) and lease the vehicles back to the Contracting Body(s), subject to the terms of the Vehicle Order.

7. Mandatory Requirements Lot 3

Lot 3: Provision of fleet management services, including the management, sourcing and supply of passenger cars, motorcycles, light commercial vehicles up to 3.5 tonnes, and commercial vehicles 3.5 tonnes and above:

This section 7 provides details of the mandatory requirements that the Suppliers shall be expected to fulfil in their entirety under Lot 3 in order to meet the Goods and Service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirements, as all mandatory requirements as listed below shall be required to commence from the implementation of the Call-Off Agreements with the Contracting Body(s) under Lot 3.

- a) **Account Management** - The Supplier shall be able to comply with all aspects of Account Management as described in paragraph 7.1
- b) **Fleet Management System** – The Supplier shall provide the Contracting Body(s) with fleet management information through an online system as described in paragraph 7.2.
- c) **Accident and Claims Management** - The Supplier shall provide the Contracting Body(s) with all aspects of Accident and Claims Management as described in paragraph 7.3.
- d) **Vehicle Sourcing** - The Supplier shall be able to comply with all aspects of Vehicle Sourcing as described in paragraph 7.4
- e) **Management of Existing Owned and Leased Vehicles** - The Supplier shall be able to comply with all aspects of the Management of Existing Owned and Leased Vehicles as described in paragraph 7.5
- f) **Vehicle Utilisation/Optimisation** - The Supplier shall be able to comply with all aspects of Vehicle Utilisation and Optimisation as described in paragraph 7.6
- g) **Vehicle Distribution and Movements** – The Supplier shall be able to comply with all aspects of Vehicle Distribution and Movements as described in paragraph 7.7
- h) **Vehicle Maintenance (SMR)** - The Supplier shall be able to comply with all aspects of Vehicle Maintenance as described in paragraph 7.8

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- i) **Vehicle Disposal** - The Supplier shall be able to comply with all aspects of Vehicle Disposal, as described in paragraph 7.9
 - j) **Vehicle Conversion and Modification** - The Supplier shall be able to comply with all aspects of Vehicle Conversion and Modification, as described in paragraph 7.10
 - k) **Vehicle Decommissioning** - The Supplier shall be able to comply with all aspects of Vehicle Decommissioning, as described in paragraph 7.11
 - l) **Driver Support Services** - The Supplier shall be able to comply with all aspects of Driver Support Services as described in paragraph 7.12
 - m) **Breakdown and Recovery** - The Supplier shall be able to comply with all aspects of Breakdown and Recovery requirements as described in paragraph 7.13
 - n) **Vehicle Downtime Management** - The Supplier shall be able to comply with all aspects of Vehicle Downtime Management as described in paragraph 7.14
 - o) **MOT Management** - The Supplier shall be able to comply with all aspects of MOT Management as described in paragraph 7.15
 - p) **Mileage Management** - The Supplier shall be able to comply with all aspects of Mileage Management as described in paragraph 7.16
 - q) **Fuel Card Management** - The Supplier shall be able to comply with all aspects of Fuel Card Management as described in paragraph 7.17
 - r) **Fines and Charges** - The Supplier shall be able to comply with all aspects of Fines and Charges as described in paragraph 7.18
 - s) **P46(Car)/P11D** - The Supplier shall be able to comply with all aspects of P46(Car)/P11D requirements as described in paragraph 7.19
 - t) **Implementation and Transition Management** - The Supplier shall be able to comply with all aspects of Implementation and Transition Management as described in paragraph 7.20
 - u) **Vehicle Insurance / Motor Insurance Database** - The Supplier shall be able to comply with all aspects of Vehicle Insurance/Motor Insurance Database as described in paragraph 7.21

7.1 Account Management

- 7.1.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.

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- 7.1.2 The Supplier shall also provide a named Account Manager together with an account management team of sufficient size and capacity to meet the needs of the Contracting Body(s) in terms of size and complexity of the fleet profile. The Supplier shall oversee the operation of all the services and provide expert advice on the development and management of the Contracting Body(s) vehicle fleet.
- 7.1.3 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Body(s) and also provide the following to the Authority and the Contracting Body(s) where required:
- A written performance report as defined within the Framework Agreement Schedule 2 Part B Key Performance Indicators and the Call-Off Agreement Service Levels
 - An agreed Continuous Improvement Plan within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually and updated where necessary
 - A quarterly written communication which includes details of any changes, improvements, risks, issues, complaints, concerns and future plans.
- 7.1.4 The Contracting Body(s) Account Manager and/or the account management team shall as a minimum be required to:
- Ensure that all the services utilised by the Contracting Body(s) are delivered in accordance with the standards agreed
 - Manage complaints and issues through to resolution
 - Capture and monitor the service satisfaction levels determined by the Contracting Body(s)
 - Collate and consolidate management information reports
 - Review management information outputs and recommend/take appropriate action to ensure the efficient operation of the Contracting Body(s)'s vehicle fleet at all times
 - Proactively develop strategies designed to
 - improve cost saving
 - deliver efficiencies through streamlining processes and procedures
 - improve environmental efficiencies
 - Maintain and update documentation where required for example insurance certificates, V5's
- 7.1.5 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Body(s) with agenda items and the frequency of meetings to be agreed by the Authority and the Contracting Body(s).

7.2 Fleet Management System

- 7.2.1 The Supplier shall provide the Contracting Body(s) with information regarding the operation of their fleet through an online management system that can store data from multiple sources, analyse and provide fleet intelligence.
- 7.2.2 The Supplier shall as a minimum:
- Obtain all applicable data from the Contracting Body(s) in relation to their vehicle fleet and populate the online fleet management system with this information. This may include such

things as, mileage, fuel consumption and driver behaviour as provided by third party suppliers e.g. fuel card and telematics providers

- Test the operation of the system with this data prior to the commencement of the services to be provided
- Provide full training to the Authority and/or the Contracting Body(s) on the use of the system

7.2.3 All data within the system shall be held in a secure manner with access restricted only to named staff of the Authority and/or the Contracting Body(s).

7.2.4 The system shall be capable of interfacing with the Government Secure Internet (GSI) and be able to provide remote access in a multi user environment with the ability to differentiate user security access at varying levels as deemed appropriate by the Authority and/or the Contracting Body(s).

7.2.5 The system shall provide access to relevant driver and vehicle historical information and shall be available at all times.

7.2.6 The uploading of new information relating to the operation of the Contracting Body(s) vehicle fleet shall be undertaken no more than 24 hours following its receipt.

7.2.7 The Supplier shall provide the Authority and/or the Contracting Body(s) with no less than 48 hours notice before any scheduled maintenance is required to the system which prevents its use.

7.2.8 The Supplier shall provide an IT support service for the use of the system to the Authority and/or the Contracting Body(s). Where operational issues occur, a resolution is required within 24 hours of first report.

7.2.9 The Supplier shall provide appropriately encrypted offline reports to the Authority and/or the Contracting Body(s) where access to an online solution is unavailable due to technical or security issues.

7.3 Accident and Claims Management

7.3.1 The Supplier shall provide a full accident and claims management service for all vehicles where required by the Contracting Body(s). This service may require extending to vehicles that are not fleet managed e.g. leased from a third party or on daily rental by the Contracting Body(s).

7.3.2 The Supplier shall provide a fully uninsured loss recovery service where required by the Contracting Body(s). Where uninsured loss occurs the Contracting Body(s) requires that all aspects of the claim, including recovery of repair, replacement vehicle and administration costs from third parties, are dealt with proactively until a full resolution is achieved.

7.3.3 The Supplier shall provide a detailed breakdown of the operation of this process to the Contracting Body(s).

7.3.4 The Supplier shall provide a solution that ensures the security requirements for covert vehicles and/or their drivers is addressed where required by the Contracting Body(s).

7.3.5 The Supplier shall provide a free phone service 24 hours a day, 365 days a year. This service shall have sufficient capacity to handle, manage and prioritise the calls anticipated from drivers.

7.3.6 The Supplier shall provide an online solution for the reporting of accident damage and where required claims.

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- 7.3.7 Where the Contracting Body(s) does not utilise an on-line claim form solution, the Supplier shall ensure that all offline claim forms are followed up for completed return within 14 calendar days, and hastened until day 28 when the non return shall be referred to the Contracting Body(s).
- 7.3.8 The Supplier shall liaise with the Contracting Body(s)'s insurers or nominated representative at all times and all the administration associated with the claim and repair progression is fully undertaken to ensure vehicle down time is minimised.
- 7.3.9 In the event of an incident, where the vehicle is still driveable, an estimate to rectify any damage is to be carried out by an approved repairer. The Supplier shall arrange for the repairer to contact the Contracting Body(s) and/or the driver within 24 hours of the accident being reported to them in order to make arrangements for this estimate to take place.
- 7.3.10 The Supplier shall use an approved network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards e.g. PAS 125.
- 7.3.11 The Supplier shall investigate any repair that is not to the Contracting Body(s) satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Contracting Body(s).
- 7.3.12 The Supplier shall also liaise with any third party and/or their insurer as required from time to time and shall do so until the resolution of any claims has been achieved.
- 7.3.13 The Supplier shall ensure that third party costs are minimised and best endeavours made at all times to mitigate the risks to the Contracting Body(s), including the use of systems to monitor cost control.
- 7.3.14 The Supplier shall be the first point of contact and at all times remain responsible for the satisfactory conclusion and handling of all activity relating to the management of vehicle incidents and liability claims whether against the Authority, the Contracting Body(s) or a third party.
- 7.3.15 The Supplier shall notify the Contracting Body(s) immediately if the cause of an accident relates to a fault in the vehicle and inform them of the process they plan to take to check the safety of all similar vehicles.
- 7.3.16 The Supplier shall ensure that any claim from a hire car company is validated and processed within 30 calendar days of receipt in order to avoid any additional charges to the Contracting Body(s).
- 7.3.17 In the event that the vehicle is not driveable as a result of the accident the Supplier shall ensure the safe recovery of the driver and any passengers to their preferred destination or that they are provided with a replacement car for up to 48 hours at no cost to the Contracting Body(s).
- 7.3.18 In the event of an accident the Supplier shall ensure that they are able to provide and manage relief vehicles where the Contracting Body(s) has included this as part of their service requirements.
- 7.3.19 The Supplier shall provide reports to the Contracting Body(s) at an individual incident level and also to show an overall view of the Contracting Body(s) accident and claims history, highlighting areas for investigation and/or intervention by the Contracting Body(s).

Total Loss Vehicles

- 7.3.20 The Supplier shall inform the Contracting Body(s) in the event that a vehicle is to be regarded as a total loss. The vehicle shall only be designated as a total loss once approval has been received from the Contracting Body(s).
- 7.3.21 The Supplier shall be responsible for the disposal of all total loss vehicles in line with industry guidelines e.g. MIAFTR and shall ensure the interior is fully checked for the Contracting Body(s) property prior to disposal.
- 7.3.22 The Supplier shall separately account for all disposal proceeds and any directly related expenses.
- 7.3.23 The Supplier shall provide the Contracting Body(s) with a monthly summary, listing all vehicles written off or disposed of within the month. The format and content will be agreed with the Contracting Body(s).
- 7.3.24 The Supplier shall obtain the best commercial value for the vehicle at all times and where the vehicle is owned by the Contracting Body(s) ensure that all sale proceeds are passed to the Contracting Body(s) within 5 working days.
- 7.3.25 The Supplier shall ensure all other relevant parties are notified of the loss of the vehicle, including submitting a V23 to the DVLA within 5 working days of any vehicle being written off.

Vehicle Theft

- 7.3.26 The Supplier shall notify the Contracting Body(s)'s insurer or where they self insure their nominated representative, the lease supplier, DVLA and MIAFTR in the event that the vehicle is reported stolen as applicable.
- 7.3.27 The Supplier shall liaise with the Contracting Body(s)'s insurer or nominated representative at all times until a full resolution is achieved, including agreeing a settlement figure which is to be notified to the Contracting Body(s) or lease supplier within 48 hours of the agreed settlement.
- 7.3.28 The period of time from the date of theft to the date at which the vehicle will be declared as a total loss will be determined by the Contracting Body(s) in line with their own policy or insurers terms and conditions.

7.4 Vehicle Sourcing

- 7.4.1 The Contracting Body(s) shall require the Supplier to either:
- Source the vehicle lease requirements via Lot 1 and Lot 2 of this Framework Agreement RM3710; or
 - Provide the vehicle lease requirements directly in conjunction with fleet management services as part of a one stop shop solution; or
 - Purchase vehicles on their behalf utilising the Authority's Vehicle Purchase Framework Agreement RM1070

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- 7.4.2 Where the Supplier is an independent fleet management company they will be given access to the Authority's lease car website (Fleet Portal) <https://gpsfleetportal.cabinetoffice.gov.uk> to obtain [vehicle lease quotations for manufacturers standard specification vehicles in Lot 1](#)
- 7.4.3 In some instances the Contracting Body(s) may obtain their own vehicle quotations from the Authority's Fleet Portal, place their own orders and pass the subsequent vehicle management over to their Fleet Management Supplier.
- 7.4.2 The Supplier shall liaise with Lot 1 and 2 suppliers in all aspects of the sourcing requirements e.g. Vehicle Quotations, Vehicle Orders and Vehicle Delivery, providing full visibility to the Contracting Body(s) where the vehicles are being sourced through these Lots.
- 7.4.3 The Supplier shall make available the option for a temporary vehicle to be provided pending delivery of their ordered vehicle, as agreed with the Contracting Body(s) as part of their Call-Off Agreement.

7.5 Management of Existing Owned and Leased Vehicles

- 7.5.1 Where required, the Supplier shall manage the Contracting Body(s) existing owned and leased vehicles which may include the checking, processing and payment of third party invoices. Where the process includes payment, the Supplier shall then recharge the invoice amount back to the Contracting Body(s) as part of the agreed invoicing process.
- 7.5.2 The Supplier shall manage vehicles that are leased through other vehicle lease providers where required by the Contracting Body(s).

7.6 Vehicle Utilisation/Optimisation

- 7.6.1 Where required, the Supplier shall establish and implement a process and procedure to ensure that the Contracting Body(s) vehicles are allocated in the most economical way in order to optimise both the utilisation of the fleet and potential cost savings.

7.7 Vehicle Distribution and Movements

- 7.7.1 Where Contracting Body(s) require their vehicles to be geographically relocated the Supplier shall collect the vehicles within 48 hours of the request and deliver the vehicle to its new destination the following working day or as agreed with the Contracting Body(s).
- 7.7.2 The Supplier shall carry out vehicle inspections where required by the Contracting Body(s) in order to ensure the vehicle is in a roadworthy condition prior to onward transportation.
- 7.7.3 The Supplier shall transport vehicles using their own insurance provisions and shall be liable for any damage incurred during the transportation.

7.8 Vehicle Maintenance (SMR)

- 7.8.1 Where required, the Supplier shall provide a comprehensive service, maintenance and repair (SMR) package which shall be in accordance with manufacturer's recommendations and shall encompass routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes.

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- 7.8.2 The Supplier shall provide SMR coverage at the most appropriate and cost effective locations to ensure that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.
- 7.8.3 The Supplier shall use an approved network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.
- 7.8.4 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and any additional costs including end of contract damage costs are validated in line with BVRLA guidelines in order to represent best value for money for the Contracting Body(s).
- 7.8.5 The Supplier shall investigate any maintenance, repair or invoice that is not to the Contracting Body(s) satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Contracting Body(s).
- 7.8.6 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Contracting Body(s) and/or the driver of the vehicle.
- 7.8.7 The Supplier shall replace tyres once the tread has reached 2mm or below unless the vehicle is declared by the Contracting Body(s) as a rapid response vehicle under which circumstances the requirement for tyre replacement is 3mm, or as agreed otherwise with the Contracting Body(s).
- 7.8.8 The Supplier shall ensure that they maintain full operating service history logs for all vehicles and supply copies to the Contracting Body(s) upon request.
- 7.8.9 The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Contracting Body(s).
- 7.8.10 The Supplier shall provide specialist maintenance services such as overnight availability and specialist safety checks such as on site tyre checks and pool vehicle checks where required by the Contracting Body(s).
- 7.8.11 The Supplier shall ensure that they maintain full operating service history logs for all vehicles and supply copies to the Contracting Body(s) upon request.
- 7.8.12 The Supplier shall notify the Contracting Body(s) and the driver within 48 hours of being notified that a manufacturer has to recall a vehicle ensuring that the process is managed effectively and no costs are passed on to the Contracting Body(s).

Booking and Scheduling of SMR

- 7.8.13 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance, including:
- Direct with a dealer
 - Direct through a dedicated service helpline
 - Online system
 - Via apps where available

7.8.14 The Supplier shall ensure that it is able to provide a courtesy vehicle in the event of pre-arranged routine service, maintenance and repair where the Contracting Body(s) has provided 14 calendar days' notice of the requirement.

7.8.15 Where a replacement vehicle is required in the event of unplanned maintenance and repair the Supplier shall ensure that they are able to provide a relief vehicle where the Contracting Body(s) has included this as part of the lease of the vehicle.

7.8.16 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Contracting Body(s) of the expected downtime of the vehicle and where a vehicle is to be retained beyond its allotted downtime, the Supplier shall ensure that the delays are:

- Communicated to the Contracting Body(s); and
- Minimised and acted upon to reduce the impact to the Contracting Body(s) and/or the driver of the vehicle.

7.9 Vehicle Disposal

7.9.1 Where required by the Contracting Body(s) the Supplier shall provide a disposal service for vehicles that have been purchased outright by the Contracting Body(s), ensuring the vehicles are disposed of in the most effective manner to ensure the maximisation of revenue benefit.

7.9.2 The Supplier shall ensure that when they receive notification of the disposal of a vehicle, that it is removed from their fleet management system and the charges are adjusted immediately.

7.9.3 The Supplier shall return funds received for the disposed vehicle within 5 working days and agree the method of payment with the Contracting Body(s).

7.9.4 The Supplier shall retain records relating to the disposal of all vehicles and made available to the Contracting Body(s) upon request.

7.9.5 The Supplier shall manage the return process for vehicles that have been leased through a third party and ensure that the appropriate processes and controls are in place to certify that any additional costs are challenged where necessary and validated to represent best value for money to the Contracting Body(s).

7.10 Vehicle Conversion and Modification

7.10.1 Where a vehicle requires conversion and/or modification, the Supplier shall ensure that the converted/modified vehicle meets all legislative requirements prior to delivery to the Contracting Body(s), including ensuring that the vehicle is covered by a full warranty, type approval and Certificate of Initial Fitness (COIF) as applicable.

7.11 Vehicle Decommissioning

7.11.1 Where required by the Contracting Body(s), the Supplier shall ensure that vehicles such as ambulances and liveried vehicles are decommissioned and disposed of appropriately so that they cannot be mistaken as vehicles carrying out their former official function nor used for unauthorised or terrorist activities.

7.12 Driver Support Services

- 7.12.1 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week, 365 days a year through a dedicated point of contact.
- 7.12.2 The Supplier shall provide a dedicated helpdesk/helpline as a first point of contact to assist the Contracting Body(s) drivers with queries regarding the services provided within their Call-Off Agreement.

7.13 Breakdown and Recovery

- 7.13.1 The Supplier shall provide the Contracting Body(s) with a vehicle recovery and breakdown service 24 hours a day, 365 days a year where required by the Contracting Body(s). This shall include:
- Home Start
 - UK roadside assistance
- 7.13.2 In the event that the vehicle cannot be repaired at the roadside the Supplier shall ensure the safe recovery of the driver and any passengers to their preferred destination or that they are provided with a replacement car for up to 48 hours at no cost to the Contracting Body(s).

7.14 Vehicle Downtime Management

- 7.14.1 Where the vehicle is being maintained and/or repaired, the Supplier shall notify the Contracting Body(s) of the expected downtime of the vehicle and where a vehicle is to be retained beyond its allotted downtime, the Supplier shall ensure that the delays are:
- Communicated to the Contracting Body(s) and/or the driver of the vehicle within agreed timescales determined by the Contracting Body(s); and
 - Minimised and acted upon to reduce the impact to the Contracting Body(s) and/or the driver of the vehicle.

7.15 MOT Management

- 7.15.1 The Supplier shall provide the Contracting Body(s) with an effective and efficient process for the management of the renewal of MOT's. This shall include:
- Providing sufficient notification prior to the MOT due date to enable the Contracting Body(s) to arrange for their vehicles to be fully tested
 - Providing reminders where the Contracting Body(s) has not responded to the initial notification
 - Providing immediate notification to the Contracting Body(s), of vehicles without a valid MOT in place

7.16 Mileage Management

- 8.16.1 The Supplier shall monitor the mileage of the Contracting Body(s) vehicles and make recommendations for the suitable re-utilisation of the vehicle and/or contract mileage amendments.

7.17 Fuel Card Management

7.17.1 The Supplier shall implement a process for the management of the Contracting Body(s) fuel cards where required. This shall include:

- Sourcing of Fuel Cards (via the Authority's Fuel Card Framework Agreement RM1027)
- Liaison with fuel card suppliers
- Cancellation of cards with the fuel card supplier immediately upon notification of loss or theft
- Issue of new and replacement cards to the driver
- Appropriate consolidation of management information

7.18 Fines and Charges

7.18.1 Where required, the Supplier shall manage the reporting and administration of traffic fines and charges on behalf of the Contracting Body(s).

7.18.2 In order to ensure costs are controlled and fines are paid on time, the Supplier shall provide a payment solution and process that does not cause the incrementing of the fine or charge by the imposition of penalties for late payment.

7.18.3 Where the Contracting Body(s) and/or the driver contests the fine/charge directly with the prosecuting authority and they are successful in their appeal, the Supplier shall refund the charge back to the Contracting Body(s) or the driver as appropriate.

7.18.4 Where the fine/charge is incurred by the Supplier and/or their Sub-Contractors, they shall be responsible for its resolution and payment.

7.19 P46(Car)/P11D

7.19.1 Where required by the Contracting Body(s) the Supplier shall manage all information relating to the submission of P46 (Car) and P11D forms to HM Revenue & Customs (HMRC).

7.19.2 Form P46 (Car) must be submitted to HMRC if any of the following occurs:

- An employee or director is provided with a first car which is available for private use
- An employee or director is provided with an additional car which is available for private use
- An employee whom is provided with a car becomes chargeable on benefits, either because they start earning at a rate of £8,500 or more per year, or they become a director
- A car provided to an employee or director is withdrawn and not replaced

7.19.3 The P11D is a statutory form required by HMRC from UK based employers detailing the cash equivalents of benefits and expenses that they have provided during the tax year to their directors, and employees earning at the rate of more than £8,500 per year.

7.20 Implementation and Transition Management

7.20.1 Where required by the Contracting Body(s) the Supplier shall produce an implementation plan detailing how they intend to set up and manage the implementation period of the contract. This plan shall include as a minimum, the resources allocated for the implementation, and the procedures to be adopted in order to carry out the implementation.

7.20.2 Where required by the Contracting Body(s), the Supplier shall work with the Contracting Body(s)'s current suppliers and other third parties in order to effect a seamless transition of service including but not limited to:

- Validation and transition of existing fleet data
- Staff training on systems and processes.

7.20.3 Where required by the Contracting Body(s) the Supplier shall provide an exit plan prior to the end of the contract. This plan shall include as a minimum details as to how the services and vehicles will be transitioned to a new supplier along with the provision of information regarding the vehicle fleet, existing processes and procedures and any other information to enable the service to be tendered.

7.21 Vehicle Insurance / Motor Insurance Database

7.21.1 Where required by the Contracting Body(s), the Supplier shall manage all processes for ensuring that the vehicle is fully insured as specified by the Contracting Body(s). This shall include:

- Arranging/providing insurance for the vehicle
- Maintaining a record and holding copies of insurance certificates
- Manage the Motor Insurance Database (MID) on behalf of the Contracting Body(s) where vehicles on hire/lease in excess of 14 continuous calendar days

7.21.2 In the event that a vehicle is reported stolen and the Contracting Body(s) does not have accident management in place the Supplier shall notify the relevant insurer, Driver and Vehicle Licensing Agency (DVLA) and the Motor Insurance Anti-Fraud Theft Register (MIAFTR) and manage the claim process to its conclusion where required by the Contracting Body(s).

8. Desirable Requirements Lot 3

This section 8 of Part A of Framework Agreement Schedule 2 itemises the Goods and Services that shall be required to the extent permitted and set out in Framework Agreement Schedule 4 (Call off Procedure), by one or more of the Contracting Body(s) when entering into a Call-Off Agreement.

8.1 Contract Hire and Vehicle Funding

8.1.1 The Supplier shall provide vehicle funding with or without maintenance as part of the fleet management service provision where required by the Contracting Body(s).

8.1.2 The scope includes the provision through contract hire and other funding methods where required of the following vehicle types:

- Passenger cars
- Vans up to 3.5 tonnes
- 4x4 variant vehicles
- Electric cars and vans
- Converted vehicles up to 3.5 tonnes
- Commercial Vehicles 3.5 tonnes and above

Funding Options

- 8.1.3 The Supplier shall provide Contract Hire as the principal funding mechanism for the vehicles however there may be occasions where the Contracting Body(s) may wish to fund their vehicles through other funding options. Therefore the Supplier shall have the ability to provide alternative funding options, where required for example Finance Lease.

Payment Profile

- 8.1.4 The Supplier shall provide pricing via the following payment profiles:
- Annual in Advance
 - Quarterly in Advance
 - Monthly in Advance
 - Quarterly in Arrears
 - Monthly in Arrears
- 8.1.5 The Supplier shall also provide for alternative payment profiles where requested by the Contracting Body(s) as part of a further competition process.

Order and Supply of Vehicles

- 8.1.6 All vehicles, unless otherwise specified by the Contracting Body(s), shall be brand new and unused other than for the delivery mileage and must meet all legal compliance requirements.
- 8.1.7 The Supplier shall supply diesel and/or petrol fuelled vehicles and where available and specified/requested by the Contracting Body(s), supply alternatively fuelled vehicles, including but not limited to hybrid, electric and fuel cell.
- 8.1.8 The Contracting Body(s) may require vehicles to be re-registered when necessary e.g. in the event of a security compromise.
- 8.1.9 Upon receipt of a Vehicle Order the Supplier shall provide updates on the progress of the Vehicle Order through to delivery. This shall include as a minimum the estimated date of delivery of the vehicle to the Contracting Body(s) and reasons for any changes. The frequency of these updates is to be agreed with the Contracting Body(s).
- 8.1.10 The Supplier shall liaise with the Contracting Body(s)'s fleet management supplier where required in order to coordinate and update vehicle deliveries.

Vehicle Delivery

- 8.1.11 The Supplier shall deliver/arrange the delivery of vehicles to addresses within the United Kingdom and Northern Ireland, including the Scottish Isles as specified in the Vehicle Order.
- 8.1.12 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Vehicle Order and ensure the safe and secure delivery of all vehicles to the Contracting Body(s).
- 8.1.13 Where delivery of the vehicles requires the Supplier to gain access to the Contracting Body(s)'s 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 the

premises specifying the capacity in which they require admission and giving such other particulars as the Contracting Body(s) may reasonably require.

8.1.14 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of registration plates are carried out on all vehicles supplied under this Framework Agreement.

8.1.15 The Supplier shall ensure that the following are provided to the Contracting Body(s) upon delivery of the vehicle:

- Manufacturer's vehicle handbooks
- Service log book or link to electronic copy
- Valid road fund licence in place, which is to be valid for 12 months unless otherwise specified by the Contracting Body(s)
- Driver Pack including but not limited to a driver information guide containing the driver support services contact number
- Safety Pack where required, including but not limited to warning triangle and high visibility jacket.

8.1.16 The Supplier shall ensure that all vehicles are delivered to the Contracting Body(s) free from any defects and complete with:

- No more than 99 miles on the odometer unless agreed otherwise
- Not less than a quarter tank of fuel (for passenger cars and light commercial vehicles up to 3.5 tonnes)
- Two sets of keys

8.1.17 At the point of delivery to the Contracting Body(s), the Supplier shall provide a handover for all vehicles to ensure that the Contracting Body(s)'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(s). The handover 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
- Providing the Contracting Body(s) with a copy of the delivery sheet

8.1.18 The Contracting Body(s) may require the option that the vehicle is delivered to their own nominated vehicle dealer and advanced notification in writing is required should there be any resulting changes such as change in rental cost or delivery delay.

8.2 Sale and Lease Back

8.2.1 Where so required by the Contracting Body(s) the Supplier shall purchase the vehicles owned by the Contracting Body(s) and lease the vehicles back to the Contracting Body(s), subject to the terms of the Vehicle Order.

8.3 Fleet Consultancy/Development

8.3.1 The Contracting Body(s) have a requirement to constantly challenge current behaviours and costs with regard to the operation of its vehicle fleet and will require the Supplier to identify and

implement opportunities to improve their fleet's financial and operational performance. This may include:

- Undertaking fleet audits/analysis
- Reviewing and creating fleet policies
- Reviewing vehicle choices
- Providing technical support in designing and developing converted/modified vehicles
- Ensuring the fleet is both tax efficient and environmentally friendly
- Undertaking whole life cost and budget analysis
- Benchmarking of current practices against market best practice
- Identifying and implementing cost reduction strategies

8.4 Duty of Care

8.4.1 Where requested by the Contracting Body(s), the Supplier shall be able to implement a process for the management of vehicles and drivers whilst operating on the Contracting Body(s) business in order to ensure that the Contracting Body(s) remains compliant with their duty of care requirements. This shall include:

- Risk management/assessment – vehicle and driver
- Grey fleet management (may include monitoring of insurance and MOT's)
- Driver licence checks
- Driver training
- Fleet safety checks
- Provision of updates to Road Traffic Acts, including other relevant legislative requirements and fleet related policies

8.4.2 The Supplier shall notify the Contracting Body(s) and the driver within 48 hours of being notified that a manufacturer has to recall a vehicle ensuring that the process is managed effectively and no costs are passed on to the Contracting Body(s).

8.5 Salary Sacrifice

8.5.1 Where required by the Contracting Body(s), the Supplier shall provide and/or support a vehicle salary sacrifice scheme. This shall include:

- Ensuring the scheme complies with all legislation requirements including minimum wage legislation
- Considering and mitigating the Contracting Body(s) financial risk e.g. protection against certain lifestyle events
- Ensuring the scheme is in line with existing business processes
- Including as a minimum; insurance, servicing and maintenance, breakdown cover and accident management
- Assistance with the production and distribution of marketing material to promote the benefits of the scheme

8.6 Private User Scheme / Assigned User Scheme

8.6.1 The Supplier shall undertake the management of Private User Schemes (PUS) / Assigned Car Schemes (ACS) where required by the Contracting Body(s).

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- 8.6.2 The Supplier shall record quarterly mileage returns provided by the Contracting Body(s) PUS/ACS drivers and where a driver has not submitted a return within 14 calendar days of the mileage return date, the Supplier shall issue a reminder to the driver.
- 8.6.3 Mileage returns shall also be required at the start and at the expiry or termination of the PUS/ACS vehicle. The Supplier shall use the reports to calculate excess private mileage and verify excess mileage which may be charged in line with the individual lease contract.
- 8.6.4 The Supplier shall report to the Contracting Body(s) tax office any PUS/ACS driver, who from the mileage returns is clearly exceeding 12,000 private miles per annum or a mileage figure as agreed with the Contracting Body(s).
- 8.6.5 The Supplier shall provide a report to the Contracting Body(s), detailing the total mileage for the life of the vehicle for any driver that has exceeded the maximum usage of private miles permitted. If a charge is applicable, the Supplier shall record this as an additional private use contribution for inclusion in P11d returns. The supplier shall also provide the Contracting Body(s) with a report detailing any vehicle returned with damage that is not consistent with normal wear and tear (in accordance with the BVRLA guidance) and any costs involved in correcting this situation.

8.7 Enhanced Security

- 8.7.1 A number of the Contracting Body(s) vehicles are involved in law enforcement and covert operations that require a higher level of security in addition to the security requirements detailed in Clause 34 (Security and Protection of Information) and Schedule 8 (Security) of the Model Call-Off terms and conditions. In order to ensure that the Contracting Body(s) personal safety and the operation the vehicle is involved in are not put at risk it is essential that the Supplier and their Sub-Contractors safeguard all information relating to the Contracting Body(s) vehicle fleet.
- 8.7.2 The Supplier and their Sub-Contractors shall be required to provide a higher level of security, as agreed with the Contracting Body(s), throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the vehicles, the identity of the drivers and the operational effectiveness. This may include the requirement to keep the Contracting Body(s) details anonymous and in some cases adopting a pseudonym name for use by the Supplier and their Sub-Contractors.
- 8.7.3 The Supplier shall comply with the Contracting Body(s) personnel vetting policy and standard operating procedures.
- 8.7.4 The Supplier shall be expected to provide a list of personnel who will access the Contracting Body(s) data and communicate via all available means with the Contracting Body(s) personnel and third party repairers as part of the fleet management function.
- 8.7.5 The Supplier shall notify the Contracting Body(s) in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to customer data and/or vehicles upon satisfactory vetting clearance from the Contracting Body(s).
- 8.7.6 The Supplier shall ensure that they and all third party repairers, service providers and suppliers apply adequate and proper security controls and conform to the Contracting Body(s) enhanced security requirements when in temporary possession of the Contracting Body(s) vehicles and any other asset requiring this level of security.

Customer Specific Enhanced Security Requirements

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- 8.7.7 The following requirements may be required by the UK Police force and other Contracting Body(s) and will be agreed at the Call-Off Agreements stage:
- 8.7.8 The Supplier shall ensure that all vehicles are preferably secured inside workshop premises overnight if they are being retained. If this is not feasible it is essential that the vehicles are kept in a secure compound with the provision of adequate security lighting and ideally with CCTV camera protection.
- 8.7.9 The Supplier shall ensure that at all times when the vehicle is not being worked on, the vehicle must remain locked with the keys held in a secure area, ideally in the service manager's office, in a locked cabinet.
- 8.7.10 The Supplier shall ensure that at no time must a marked or unmarked police vehicles be left unlocked and vulnerable to public access, particularly on the public highway.
- 8.7.11 The Supplier shall ensure that the Contracting Body(s) or their representative are immediately informed of any concerns in relation to the security of Police vehicles, in particular with regard to the loss of vehicle keys.
- 8.7.12 The Supplier shall ensure that at no time should a dealership release a police vehicle to other agencies or individuals for repair without the authority of the Contracting Body or their representative.
- 8.7.13 The Supplier shall ensure that if at any stage it is noted that a Police vehicle has gone missing from your control, you must immediately dial 999 and report it missing, possibly stolen, and provide full details of the vehicle involved, including the registration and fleet numbers.
- 8.7.14 The Supplier shall ensure that whenever there is a requirement to carry out high speed tests, particularly where there may be a requirement to exceed the national speed limit, advice must be sought from the customer's fleet manager or their representative.
- 8.7.15 The Supplier shall ensure that dealers/repairers involved with the customers vehicles must display an A4 sign (template supplied by the customer) in both the front and rear screens showing "Police Vehicle Out Of Service Vehicle On Road Test", in order to inform the public that the vehicle is not in operational use whilst being driven on the public highway.
- 8.7.16 The Supplier shall ensure if during a road test a member of the workshop/dealership staff is stopped by a Police officer, it is imperative that the individuals can provide clear and precise details in relation to the dealership e.g. dealer name, address, contact number, manager/dealer principals full name, similarly the same level of detail is required for an independent workshop.
- 8.7.17 The Supplier shall ensure that any driver testing a Police vehicle must not take the vehicle to any other address other than that of the contractor or official Police premises. At no time during the road test will the driver for any reason leave the vehicle unsecured.
- 8.7.18 The Supplier shall ensure that any Police vehicle, in particular those that are fully marked and equipped with blue lights, being transported by a private sector company on behalf of the local police authority, either whilst being driven or on a car transporter, must be kept secure at all times and not left in such a way that it is vulnerable to theft or damage.

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- 8.7.19 The Supplier shall ensure that any Police vehicle being driven must have the police signs struck through by masking tape and where possible blue light bar covered.
 - 8.7.20 The supplier shall ensure that individual staff will be security vetted if requested by the Contracting Body e.g. Police vetting clearance.
 - 8.7.21 The Supplier shall ensure that the Contracting Body(s) details are kept anonymous and in some cases adopt a pseudonym for use by the Supplier and all third parties.

8.8 Gain Share

- 8.8.1 The Contracting Body(s) may require a commercial model to financially incentivise the Supplier to reduce the overall costs of operating its fleet whilst maintaining or improving the operational performance to be developed.
- 8.8.2 The Contracting Body(s) may require a methodology to be developed and agreed with the Supplier as part of their Call-Off Agreement.

8.9 Telematics

- 8.9.1 The Supplier shall facilitate the supply of Telematics systems including the analysis of output data and subsequent recommendations to improve efficiencies of the vehicle fleet.

9. Mandatory Requirements ALL Lots

This section 9 provides details of the mandatory requirements that ALL Suppliers (Suppliers under Lot 1, Lot 2 and Lot 3) shall be expected to fulfil in their entirety in order to meet the Goods and Service delivery requirements under all Lots of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirements, as all mandatory Service Requirements as listed below shall be required to commence from the implementation of the Call-Off Agreements with the Contracting Body(s).

- a) **Supply Chain Management** - The Supplier shall comply with all aspects of Supply Chain Management as prescribed in Framework Agreement Schedule 9. Please also refer to paragraph 9.1
- b) **Complaints Procedure** – The Supplier shall be able to comply with all aspects of the Complaints Procedure as described in paragraph 9.2
- c) **Consolidated Invoicing** - The Supplier shall be able to comply with all aspects of Consolidated Invoicing as described in paragraph 9.3
- d) **Continuous Improvement** - The Supplier shall be able to comply with all aspects of Continuous Improvement as described in paragraph 9.4
- e) **Management Information** – The Supplier shall have the capability to provide all of the Management Information and Data reporting requirements as prescribed in Framework Agreement Schedule 9. Please also refer to paragraph 9.5
- f) **Legislation** – The Supplier shall ensure that any legislative measures are met. Please refer to paragraph 9.6
- g) **Sustainability** – the supplier shall comply with all sustainability requirements as highlighted in paragraph 9.7
- h) **Business Continuity, Contingency and Disaster Recovery Planning** – the supplier shall produce and maintain a Business continuity, contingency and disaster recovery plan. Please refer to paragraph 9.8
- i) **Data Security** – The supplier shall comply with all security requirements as highlighted in paragraph 9.9
- j) **Benchmarking** – The supplier shall comply with all the mandatory Benchmarking reporting requirements as described in paragraph 9.10

9.1 Supply Chain Management

- 9.1.1 The Supplier shall undertake supply chain management throughout the duration of the Framework Agreement to ensure that both continuity of supply, and quality services are provided for all Contracting Body(s). Please also refer to Section F Clause 24 of Framework Terms and Conditions.

9.2 Complaints Procedure

- 9.2.1 The Supplier shall ensure that any complaints received directly from the Authority and/or the Contracting Body(s) are acknowledged within 4 working hours of the details being received and dealt with as a matter of priority.
- 9.2.2 The Supplier shall proactively work to seek a resolution of the complaint and provide progress updates to the Authority, the Contracting Body(s) and/or the driver at intervals of 2 working days until a satisfactory resolution has been agreed which is mutually acceptable to the parties involved.
- 9.2.3 The Supplier shall provide comprehensive reports on all complaints to the Authority and those complaints that are relevant to the Contracting Body(s) on a monthly basis or as agreed by the Authority and/or the Contracting Body(s). The reports shall contain the following information:
- Date received
 - Name of Contracting Body(s)
 - Name of complainant
 - Contact details of complainant
 - Nature of complaint
 - Actions taken to resolve the complaint
 - Date of resolution

The Authority and/or the Contracting Body(s) will define any additional requirements during the implementation and the term of the Framework Agreement and Call-Off Agreement

9.3 Consolidated Invoicing

- 9.3.1 The Supplier shall provide consolidated invoicing where required by the Contracting Body(s).
- 9.3.2 Where required, the Supplier shall manage the validation and payment of invoices on behalf of the Contracting Body(s).
- 9.3.3 The Supplier shall invoice using electronic invoicing systems where required by the Contracting Body(s).

9.4 Continuous Improvement

- 9.4.1 The Supplier shall, in accordance with Framework Agreement Schedule 12: Continuous Improvement and Benchmarking and Clause 18 of the Call-Off Terms, identify new and potential improvements to the provision of the Goods and Services.
- 9.4.2 The Supplier shall work with the Authority and Contracting Body(s) to drive continuous improvement throughout the duration of the Framework Agreement and any Call-Off Agreements established, with a view to reducing the Contracting Body(s) costs and improving the quality and efficiency of the Goods and Services and their supply to the Contracting Body(s).

9.5 Management Information

- 9.5.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that at all times it can deliver timely and accurate Management Information to the Authority in

accordance with the provision of this Framework Agreement as set out in Schedule 7 Management Information.

9.5.2 The Supplier shall provide Management Information reports to the Contracting Body(s) in accordance with the requirements specified in the Call-Off Agreement/Vehicle Order. This may include as a minimum:

- Relevant driver and vehicle historical information
- Transparency of manufacturer discounts used to purchase the vehicle
- 'O' Licence and maintenance records where applicable

9.5.3 Management Information and data reporting shall be provided to the Authority and to the Contracting Body(s) free of charge in accordance with Framework Agreement Schedule 9.

9.6 Legislation

9.6.1 The Supplier shall ensure that any legislative requirements for the operation of any vehicles are identified and the necessary process and procedures established to ensure such requirements are met. Requirements may include:

- The Road Traffic Act 1991 as amended
- The Road Vehicle (Construction and Use) Regulations 1986 as amended
- The Road Safety Act 2006 as amended
- European Community Whole Vehicle Type Approval (ECWVTA)
- Goods Vehicles (Licensing of Operators) Act 1995 as amended
- The Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 as amended.

9.6.2 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Agreement conform to all current and known future applicable legislation.

9.6.3 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(s) as part of the Ordering Procedure (<http://www.efqm.org/>).

9.6.4 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 ISO14001 Environmental Management System standard or equivalent; and
- European Directive 2000/53/EC on End of Life Vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category.

9.6.5 The Supplier acknowledges and agrees that in leasing vehicles, Central Government Contracting Body(s) are required to conform to the Government Buying Standards for Transport as and when amended or replaced; <http://sd.defra.gov.uk/advice/public/buying/products/transport/standards/>.

9.6.6 The Energy Efficiency Directive: Directive 2012/27/EU of the European Parliament and of the Council on 25 October 2012 on energy efficiency

9.7 Sustainability

9.7.1 The Authority requires that the Supplier consider and address proportionately, the relevance of sustainability to the Good and Services provided under the lotting structure of this Framework

Agreement. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.

9.7.2 The Authority and the Contracting Body(s) shall expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support throughout the lifetime of this Framework Agreement and any Call Off Agreements established. Of relevance to the Goods and Services provided under this Framework Agreement, but not a fixed or exhaustive list are:

- Compliance with the Greening Government Commitments, in particular the Transport Government Buying Standards and the targets around travel reduction and air quality and tailpipe emissions targets
- Compliance with the requirements of Article 6 of the Energy Efficiency Directive for tyres
- Promotion of the uptake of Ultra Low Emission Vehicles and development of their supporting infrastructure
- Delivery of Social Value
- Support for SMEs, social enterprises and mutuals, including prompt payment
- Support for Equalities including Disability and promotion of equality of access
- The Contracting Body(s) Travel Policy (where provided)

9.7.3 All Central and Civil Government Departments must meet the Greening Government Commitments <http://sd.defra.gov.uk/gov/green-government/commitments/> or their replacement / successor. This includes a commitment to ensure government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. In order to help the Government achieve this, the Supplier shall make available and publish data on its supply chain impacts.

9.7.4 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental well being in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at Call-Off Agreement stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call-Off Agreement

9.7.5 The Supplier is required to use all reasonable endeavours to assist the Authority in seeking to reduce the CO2 emissions arising as a result of the provision of the Services by recommending and providing environmentally friendly vehicles wherever feasible. Suppliers' vehicles in the UK shall comply with the target set out in the "Government Buying Standards – Transport" including those for CO2 emissions (measured in g/km of CO2).

9.8 Business Continuity, Contingency and Disaster Recovery Planning

9.8.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the fulfilment of the goods and services described in this specification 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 throughout the Term of this Framework Agreement and until the expiry of the last Call-Off Agreement.

9.8.2 The Supplier shall provide a separate Business Continuity, Contingency and Disaster Recovery Plan to the Authority upon signing the Framework Agreement.

9.9 Data Security

9.9.1 It is mandatory for Suppliers by the date of the Framework Agreement or at a later date when Cyber Essentials Data are received by the Supplier to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. This is in order to further reduce the levels of cyber security risks in their supply chains. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as Cyber Essentials and a more advanced level of assurance known as "Cyber Essentials Plus". With regard to the Services, Suppliers must demonstrate that they have achieved the level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:

9.9.2 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or

9.9.3 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier; or

9.9.4 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or, will be able to demonstrate by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link: <https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

9.9.5 A Supplier will be exempt from complying with the requirements at paragraph 9.9.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies referred to in paragraph 9.9.2 above.

9.9.6 The Supplier shall throughout the Framework Period and any Call-Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Customer as the case may be with

evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.

9.9.7 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 9.9.1 to 9.9.6 (inclusive) where such Sub-Contractors are responsible for receiving Cyber Essentials Data.

9.98 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

9.10 Benchmarking

9.10.1 In addition to the Framework Schedule 12 (Continuous Improvement and Benchmarking), and Clause 25 (Benchmarking) the Authority and/or the Contracting Body may undertake independent benchmarking reviews in order to ensure the prices represent Good Value within the market. The Supplier shall provide full transparency of their pricing for the Goods and/or Services they provide to support this process when requested by the Authority and/or the Contracting Body.