

Framework Schedule 1 (Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make available to all Buyers under this Framework Contract.

The Supplier must only provide the Deliverables for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables (including any Standards) set out in this Schedule may be refined (to the extent permitted and set out in Framework Schedule 7 (Call-Off Award Procedure)) by a Buyer during a Further Competition Procedure, to reflect the Deliverables requirements of a particular Call-Off Contract.

1 Scope of the Framework Contract

- 1.1 Crown Commercial Service (CCS) is seeking to establish a Framework Contract with multiple Suppliers for the supply of Deliverables to the UK public sector.
- 1.2 The scope of the Framework Contract covers the United Kingdom of Great Britain and Northern Ireland (UK) for the supply and delivery of vehicles for both overseas and the UK.
- 1.3 The aim of the Framework Contract is to appoint Suppliers who will be responsible for managing and controlling the complete supply chain from vehicle manufacture through to the supply and delivery of vehicles to Buyers (or Requesting Bodies), and the provision of Deliverables including but not limited to after-sales support, maintenance and servicing for all Lots, and additional repair work and supply of vehicle parts for Lots 6 and 7.
- 1.4 CCS has placed a prior information notice on 6th February 2018 (reference number 2018/S 025-052738) in the Official Journal of the European Union (OJEU).
- 1.5 The procurement for this Framework Contract has been advertised in the OJEU using the Open Procedure.
- 1.6 The list published in section VI.3 of the OJEU notice provides the Crown Bodies and other Buyers who will be able to access the Deliverables pursuant to this Framework Contract.
- 1.7 The Supplier will be required to provide Services in relation to the supply of Deliverables to Buyers including but not limited to:
 - taking orders for the Deliverables from Buyers in respect of the relevant Lot(s);
 - undertaking physical delivery of the Deliverables ordered by Buyers in respect of the relevant Lot(s);
 - conforming to the Charging Structure;
 - undertaking any billing requirements;
 - undertaking to meet all Buyer requirements;
 - providing a support function to deal with Buyer enquiries and issues;

- complying with any KPIs and service levels and any reporting requirements;
- providing a dedicated account manager to manage the relationship between CCS and the Supplier under the Framework Contract, to resolve any issues arising from this Framework Contract and to implement any improvements / innovations during the Framework Period;
- complying with CCS Management Information requirements.

- 1.8 The Framework Contract will be managed centrally by CCS and Call-Off Contracts will be managed locally by individual Buyers (or Requesting Bodies).
- 1.9 The mandatory and desirable deliverable requirements applicable to each Lot under this Framework Contract are identifiable by 'M' or 'D', which appears in the left hand margin next to the applicable paragraph numbers in this Framework Schedule 1 (Specification).
- 1.10 The Supplier will be required to supply their full range of commercially available vehicles for all Lots, as detailed in the Supplier's Support Rates schedule set out in Framework Schedule 3 (Framework Prices). The Supplier's Support Rates schedule shall include all standard and non-standard vehicles offered by the Supplier and details of any "family member" vehicle brands also available from the Supplier, as outlined in the table in paragraph 2.2 below.

2 Lot Structure

- 2.1 The Framework Contract consists of seven (7) Lots. The table in paragraph 2.2 below details the types of vehicles available under each Lot. The Deliverables available under each Lot are described separately in each section of this Framework Schedule 1 (Specification).
- 2.2 A summary of the Lot structure is set out in the table below:

Lot	Types of vehicles available by Lot
Lot 1	Passenger Cars (including 4x4 variants)
Lot 2	Light to medium commercial vehicles (including car derived vans, 4x4 variants & minibuses) up to but not including 7.5 tonnes
Lot 3	Medium to heavy Commercial Vehicles 7.5 tonnes and above
Lot 4	Motorcycles (including scooters and quad bikes)
Lot 5	Buses and Coaches
Lot 6	Blue light vehicles (including passenger vehicles, 4x4 variants, all-terrain vehicles, motorcycles, scooters and quad bikes)
Lot 7	Blue light: light to medium commercial vehicles (including car derived vans, 4x4 variants & minibuses) up to but not including 7.5 tonnes

3 DELIVERABLES FOR LOTS 1 TO 5

The scope of Lots 1 to 5 is outlined in the table provided at paragraph 2.2 above. The Deliverables that fall within the scope of Lots 1 to 5 are described below.

The mandatory requirements applicable to Lots 1 to 5, under this Framework Contract, are identifiable by 'M', which appears in the left hand margin next to the applicable paragraph numbers in this Framework Schedule 1 (Specification).

Where 'M' appears in the left hand margin next to a paragraph number, this means that the deliverable stated in that paragraph is a mandatory requirement that Suppliers will be expected to fulfil as part of the Framework Contract for Lots 1 to 5.

Where 'D' appears in the left hand margin next to a paragraph number, this means that the deliverable stated in that paragraph is a desirable requirement that Suppliers may be expected to fulfil, but it is not a mandatory requirement as part of the Framework Contract.

3.1 Order and supply of vehicles

- M** 3.1.1 To support the Ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure)):
- 3.1.1.1 the Supplier shall provide details about its own organisation for publication on the CCS dedicated web portal, in the format and within the timescales specified by CCS;
 - 3.1.1.2 the Supplier shall provide technical data and details relating to the supply of Deliverables for publication on the CCS dedicated web portal in the format and within the timescales specified by CCS;
 - 3.1.1.3 the Supplier shall ensure that all information published on the CCS dedicated web portal is current and up-to-date at all times; and
 - 3.1.1.4 the Supplier shall assist CCS by complying with any new arrangements, if the CCS dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement);
 - 3.1.1.5 The Supplier shall ensure that all quotations generated by the Supplier for Buyers, whether directly or via the Fleet Portal, remain valid for 30 days unless otherwise advised to the Buyer;
 - 3.1.1.6 The Supplier shall register on any relevant procurement platform, when requested by CCS and/or Buyers.
- M** 3.1.2 The Supplier shall ensure that all vehicles are brand new and unused, other than for delivery mileage, unless otherwise specified by the Buyer.
- M** 3.1.3 The Supplier shall provide vehicles of a fuel train specified by the Buyer, when available as part of the Supplier's commercial offer.
- M** 3.1.4 The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive ("RHD").
- M** 3.1.5 The Supplier acknowledges and agrees that Buyers may, from time to time, require the supply of left hand drive ("LHD") vehicles. Where LHD vehicles are available to UK Buyers as part of the Supplier's commercial offer, the Supplier

shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles and all terms applicable to the supply of RHD vehicles shall apply to LHD vehicles.

- D** 3.1.6 The Supplier shall endeavour to provide the capability to deliver vehicles to any specified worldwide location, when requested by the Buyer.
- M** 3.1.7 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Contract are registered to the Buyer, or as otherwise specified in the vehicle order.
- M** 3.1.8 The Supplier shall manage the first registration process for Crown vehicles which are exempt from Vehicle Excise Duty (VED), when requested by the Buyer, in accordance with DVLA procedures accessible via the following web link:
<https://www.gov.uk/vehicle-registration/new-registrations>.
- M** 3.1.9 The Supplier shall provide weekly updates (or other frequency specified by the Buyer) upon receipt of a vehicle Order, to the Buyer on the progress of the vehicle Order, which shall include the estimated date of delivery. Reporting requirements may be negotiated between the Supplier and Buyer at Call Off for vehicles with long lead times.
- M** 3.1.10 The Supplier shall allow Requesting Bodies access to the RM6060 Vehicle Purchase Framework Support Rates, as set out in Joint Framework Schedule 10 (Requesting Bodies), when they are purchasing vehicles on behalf of a Buyer.
- M** 3.1.11 The Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates, and shall be included in the owner's manual for vehicles procured under Lots 2, 3 and 5 of this Framework Contract.

3.2 Delivery

- M** 3.2.1 The Supplier shall deliver vehicles to any address within the UK, as specified in the vehicle Order and in accordance with the Charges set out in Framework Schedule 3 (Support Rates and Charging Structure).
- M** 3.2.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the vehicle Order.
- M** 3.2.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.
- M** 3.2.4 The Supplier shall provide a list of all Supplier personnel requiring admission to Buyer premises, in advance of the delivery date when requested by the Buyer, including any additional information that the Buyer may reasonably require.
- M** 3.2.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Contract.
- M** 3.2.6 The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:
- vehicle handbook or equivalent; and
 - service log book or access to an equivalent electronic mechanism.
- M** 3.2.7 The Supplier shall ensure that all vehicles meet showroom standards of

cleanliness and are delivered to the Buyer at the point of delivery (unless otherwise specified or agreed with the Buyer) with:

- no more than 100 miles on the odometer;
- not less than a quarter of a tank of fuel;
- two sets of keys;
- the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
- without defects.

M 3.2.8 The Supplier shall ensure that a handover is provided for all vehicles, which shall include:

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

3.3 Servicing and maintenance

M 3.3.1 The Supplier shall, at the point of delivery, provide the Buyer with all information relating to any servicing and maintenance provisions that are provided as standard for each vehicle and which shall be provided by the Supplier at no additional cost.

D 3.3.2 The Buyer may request the Supplier to provide additional after sales-service, servicing and maintenance packages which are supplementary to the standard after-sales servicing and maintenance provisions. Pricing for such requests will be determined in accordance with the Ordering procedure set out in Framework Schedule 7 (Call-Off Award Procedure).

M 3.3.3 The Supplier shall keep and maintain full and accurate records of the traceability of parts used in the production, maintenance and servicing of all vehicles supplied pursuant to this Framework Contract.

M 3.3.4 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Contract, in accordance with the Vehicle and Operator Services Agency (VOSA) code of practice on vehicle safety defects and recalls which can be accessed by the web link:

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

3.4 Manufacturer's warranty for standard vehicles

M 3.4.1 The Supplier shall provide a manufacturer's warranty that warrants standard vehicles and parts supplied to the Buyer, as outlined in the table below as a minimum unless agreed at Call Off:

Minimum warranty period (whichever occurs first)		
Lot	Years	Miles
1	3	60,000
2	3	100,000
3	1	100,000
4	2	Unlimited
5	1	100,000

- D** 3.4.2 The Buyer may request the Supplier to provide an extended warranty. Pricing for such requests will be determined in accordance with the Ordering procedure set out in Framework Schedule 7 (Call-Off Award Procedure).
- D** 3.4.3 The Supplier may be required to provide technical vehicle information relating to vehicles purchased upon request from the Buyer. The Supplier shall provide such technical vehicle information at no extra charge.
- D** 3.4.4 The Supplier may be required to provide a manufacturer's warranty for vehicle work undertaken in Buyer workshops. Where the Supplier provides such a warranty, this agreement shall be made directly between the Buyer and the Supplier.
- D** 3.4.5 The Supplier may be required to ensure that any warranty terms provided for work undertaken in Buyer workshops are consistent with the terms applied to other commercial outlets throughout the UK, **subject to meeting the OEM manufacturer's mandatory training requirements**. To support this process, the Supplier shall ensure that a documented process is implemented and managed on an on-going basis, until the last Call-Off Contract awarded under this Framework Contract expires.
- D** 3.4.6 The Supplier may be required to ensure that any conversion work to vehicles carried out or procured by the Supplier in order to satisfy the requirements of the Buyer, shall be covered by the warranty set out in paragraph 3.5 and the whole vehicle, as converted, will be warranted on the terms set out above unless otherwise agreed with the Buyer.

3.5 Converted vehicles

- D** 3.5.1 The Supplier acknowledges and agrees that the Buyer may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Buyer. Where the Buyer requires such conversions, the Supplier shall undertake the conversion work itself, or the Supplier shall procure that the conversion work is undertaken by a Sub-Contractor.
- D** 3.5.2 The Supplier may be required to provide a full warranty for each converted vehicle supplied pursuant to this Framework Contract, irrespective of whether the Supplier or Sub-Contractor carries out the conversion work.
- D** 3.5.3 The Supplier may be required to ensure that the full warranty provided for each

converted vehicle remains valid across the entire supply chain, including enabling work to be carried out by appropriate nominated dealer networks, to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

3.6 Legislative requirements

- M** 3.6.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Contract comply with Type Approval Law, in line with the timeframes specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:
<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.
- M** 3.6.2 The Supplier shall ensure that at the point of production, all applicable vehicle engines comply with relevant European Directives in respect of Euro emission standards and Worldwide Harmonised Light Vehicle Test Procedure (WLTP).
- M** 3.6.3 The Supplier shall ensure that at the point of production, all applicable vehicles comply with Real Driving Emissions testing (RDE) as set out in the European Commission Regulations (EU) 2016/427 and (EU) 2016/646 or any future revised or introduced regulations.
- M** 3.6.4 The Supplier shall provide any relevant information required to assist CCS and/or the Buyer to demonstrate compliance at the point of vehicle production with the requirements of the Clean and Energy Efficient Vehicles Directive 2009/33-EC, or any future revised Directive, which is accessible via the following web link:
<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>
- M** 3.6.5 The Supplier shall comply with the social value or community benefits Deliverables set out in the Call-Off Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.
- M** 3.6.6 The Supplier shall ensure that all vehicles produced and supplied pursuant to this Framework Contract conform to all applicable legislation.

3.7 Policy requirements

- M** 3.7.1 The Supplier acknowledges and agrees that testing regimes required for vehicles may vary between Buyers. Where the Buyer specifies a testing regime at Call Off, the Supplier will ensure that all vehicles supplied meet or exceed these requirements
- D** 3.7.2 When specified by the Buyer, the Supplier shall conform to the quality management standards (e.g. EFQM, ISO 9000 series), as part of the Ordering procedure.
- M** 3.7.3 The Supplier shall, at all times during the term of this Framework Contract and until the last Call-Off Contract expires, comply with European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the

following web link:

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

D 3.7.4 The Supplier shall endeavour to conform to BS EN ISO 14001 Environmental Management System standard or equivalent.

M 3.7.5 Government Buying Standards (GBS)

3.7.5.1 The Supplier acknowledges and agrees that in purchasing vehicles, central government Buyers are required to conform to the GBS for Transport and, as part of this, the Government Fleet Commitment to electrify 25% of cars in central government department fleets by 2022. The GBS focus on encouraging the purchasing and leasing of the cleanest vehicles. The current standards are accessible via the web link:

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-transport-vehicles/government-buying-standards-for-transport-2017>

3.7.5.2 The Supplier shall assist the Buyer to comply with any new arrangements introduced, if at any point the GBS for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements).

3.8 Sustainability

M 3.8.1 The Supplier shall support CCS and the Buyer to meet the Government agenda in terms of business sustainability, which requires consideration of commercial needs and making a positive impact on society and the environment, both locally and globally.

M 3.8.2 The Supplier shall reduce or continue to reduce the environmental impact of their operations throughout the term of this Framework Contract.

M 3.8.3 The Supplier shall support the Buyer in meeting its obligations to the Greening Government Commitments, which are accessible via the following web link:
<http://sd.defra.gov.uk/gov/green-government/commitments/>

3.9 Management Information

M 3.9.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can deliver timely and accurate Management Information to CCS at all times, in accordance with the Deliverables set out in Framework Schedule 5 (Management Charges and Information).

M 3.9.2 The Supplier shall provide Management Information to Buyers in accordance with the terms of each Call-Off Contract.

3.10 Business Continuity, Contingency and Disaster Recovery Planning

M 3.10.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan, which ensures that fulfilment of Deliverables as described in each Call-Off Contract are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO 22301 (or equivalent).

M 3.10.2 The Supplier shall provide Business Continuity, Contingency and Disaster Recovery Plans to the Buyer which shall include but may not be limited to the

following elements:

- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
- how the Supplier will manage any disruption or delays which occur during any conversion work being undertaken (where appropriate);
- how the Supplier will manage any failures in the Supplier's supply chain where parts and/or Deliverables are sourced from a single Supplier;
- how the Supplier will manage any disruption which occurs as a result of the actions or inactions of the Supplier's Sub-Contractors.

- M** 3.10.3 The Supplier acknowledges and agrees that the Buyer will specify any additional requirements as part of the Ordering procedure (set out in Framework Schedule 7 (Call-Off Award Procedure)).

3.11 Fleet Portal

- M** 3.11.1 The Supplier shall provide content to the CCS dedicated vehicle purchase web portal ("Fleet Portal") at <https://fleetportal.crowncommercial.gov.uk>. This content shall consist of all relevant information relating to the full range of standard specification vehicles which will be made available to Buyers.
- M** 3.11.2 The Supplier shall ensure that the Framework Support Rates are uploaded onto the Fleet Portal at the commencement of the Framework Agreement and shall ensure that they are accurately maintained during the Framework Contract Period.
- M** 3.11.3 The Supplier shall ensure that all amendments to the Framework Support Rates during the Framework Contract Period are undertaken in accordance with the terms set out in Framework Schedule 3 (Framework Charges).

4 DELIVERABLES FOR LOTS 6 AND 7 (BLUE LIGHT VEHICLES)

The scope of Lots 6 and 7 is outlined in the table provided at paragraph 2.2 above. The Deliverables that fall within the scope of Lots 6 and 7 are described below.

Blue light in the context of this Framework Schedule 1 (Specification) includes but is not limited to: UK Police Forces, UK Ambulance Trusts, Highways Agency, Marine and Coastguard Agency (MCA) and UK Fire and Rescue Services.

The mandatory requirements applicable to Lots 6 and 7, under this Framework Contract, are identifiable by 'M', which appears in the left hand margin next to the applicable paragraph numbers in this Framework Schedule 1 (Specification).

Where 'M' appears in the left hand margin next to a paragraph number, this means that the deliverable stated in that paragraph is a mandatory requirement that Suppliers will be expected to fulfil as part of the Framework Contract for Lots 6 and 7.

Where 'D' appears in the left hand margin next to a paragraph number, this means that the deliverable stated in that paragraph is a desirable requirement that Suppliers may be expected to fulfil, but it is not a mandatory requirement as part of the Framework Contract.

4.1 Order and supply of vehicles

M 4.1.1 To support the ordering procedure as set out in Framework Schedule 7 (Call-Off Award Procedure):

- 4.1.1.1 the Supplier shall provide details about its own organisation for publication on the CCS dedicated web portal, in the format and within the timescales specified by CCS;
- 4.1.1.2 the Supplier shall provide technical data and details relating to the supply of Deliverables for publication on the CCS dedicated web portal in the format and within the timescales specified by CCS;
- 4.1.1.3 the Supplier shall ensure that all information published on the CCS dedicated web portal is current and up-to-date at all times; and
- 4.1.1.4 the Supplier shall assist CCS by complying with the new arrangements, if the CCS dedicated web portal is updated or replaced (whether by enhancement, replacement system or other alternative arrangement);
- 4.1.1.5 the Supplier shall ensure that all quotations generated by the Supplier for Buyers, whether directly or via the Fleet Portal, remain valid for 30 days. If a longer validation period is required, the Buyer will request this at the point of quotation;
- 4.1.1.6 the Suppliers are required to register on any relevant procurement platform, when requested by CCS and/or Buyers.

M 4.1.2 The Supplier shall ensure that all vehicles shall be brand new and unused, other than for delivery mileage, unless otherwise specified by the Buyer.

M 4.1.3 The Supplier shall ensure that the Buyer is the first registered user of the vehicle supplied pursuant to the Framework Contract and no pre-registered vehicles shall be offered to the Buyer by the Supplier unless explicitly requested by the Buyer.

M 4.1.4 The Supplier shall provide vehicles of a fuel train specified by the Buyer, when available as part of the Supplier's commercial offer.

- M** 4.1.5 The Supplier shall supply vehicles with a solid roof and not of glass or any other non-metallic item such as fabric or plastic, unless explicitly requested by or agreed with the Buyer.
- M** 4.1.6 The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive (RHD).
- M** 4.1.7 The Supplier acknowledges and agrees that Buyers may, from time to time, require the supply of left hand drive (LHD) vehicles. The Supplier shall treat requests for LHD vehicles in the same way as it treats orders for RHD vehicles, and the terms applicable to the supply of RHD vehicles shall apply to LHD vehicles.
- M** 4.1.8 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Contract are registered to the Buyer, or as otherwise specified in the vehicle Order.
- M** 4.1.9 The Supplier shall manage the first registration process for Crown or Police & Crime Commissioner vehicles which are exempt from Vehicle Excise Duty (VED), when requested by the Buyer, in accordance with DVLA procedures which are accessible via the following web link:
<https://www.gov.uk/vehicle-registration/new-registrations>.
- M** 4.1.10 The Supplier shall allow Requesting Bodies access to the RM6060 Vehicle Purchase Framework Support Rates, as set out in Joint Framework Schedule 10 (Requesting Bodies), when they are purchasing vehicles on behalf of a Buyer.
- M** 4.1.11 The Supplier shall provide weekly updates (or other frequency specified by the Buyer) upon receipt of a vehicle Order, to the Buyer on the progress of the vehicle Order, which shall include the estimated date of delivery.
- M** 4.1.12 The Supplier shall provide an Order acknowledgement to the Buyer within three (3) working days of receipt, with the order details and an agreed delivery date. The Supplier acknowledges and agrees that any changes to the delivery date will be made only with mutual agreement of the Buyer.
- M** 4.1.13 The Supplier acknowledges and agrees that any changes to orders which constitute a change to the vehicle, such as power rating, engine size, gearbox, number of doors will form a new order with a new delivery schedule, and that no changes can be made without prior agreement from the Buyer.
- M** 4.1.14 The Supplier acknowledges and agrees that where a vehicle is being converted as a turn-key or one-stop shop the Order acceptance and conditions are as clauses 4.1.10, 4.1.11, 4.1.12 and 4.1.13. Where a Buyer changes a specification (adds or removes items) or supplies free issue equipment that is late or not serviceable, then the Supplier shall issue a new delivery schedule immediately but not less than two (2) working days later.

The Supplier acknowledges and agrees that the Buyer will, at its discretion, either agree to the change with the revised delivery date or revert to the original order specification and timescale without the change. This decision will take place within two (2) working days.
- M** 4.1.15 The Supplier shall provide the Buyer with a hard copy and/or access to an online catalogue or directory which details the geographical locations of its national distribution and support network, when requested. The Supplier shall ensure that the information supplied is accurate and up-to-date at all times, and that it is

reviewed once per year as a minimum.

- M** 4.1.16 The Supplier shall make available a full range of demonstration vehicles for the purposes of vehicle testing, upon request by the Buyer. The vehicles must be representative of those vehicles that will be supplied via Lots 6 and 7 and have genuine potential to meet the testing regime specified by the Buyer. The Supplier shall allow the Buyer to retain demonstration vehicles for a period of two (2) weeks, as a minimum, for evaluation purposes and other associated use, which will be specified by the Buyer.
- M** 4.1.17 The Supplier shall ensure that any demonstration vehicle with Battenberg markings, light bars, sirens and/or Buyer crests has been certified as having passed current NAPFM testing requirements for brake and emissions.
- M** 4.1.18 The Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates.

4.2 Vehicle Data Management Systems

- M** 4.2.1 The Supplier shall work with the Buyer to acquire, install, maintain and interrogate on-board data systems to meet the Buyer's vehicle performance and operational data requirements for pre-emptive and post incident action, when requested and agreed at Call Off.
- D** 4.2.2 The Supplier acknowledges and agrees that the provision of on-board data systems shall include but may not be limited to the provision of Controller Area Network (CANBus) message-based protocols, designed for the sharing of vehicle information. The Supplier shall ensure that all information and data is supplied under a confidentiality agreement, in accordance with the Buyer's policy requirements where required. The Supplier shall inform the Buyer regularly of forthcoming technology in advance of orders being placed, which should occur as needed but as a minimum, once a year.
- M** 4.2.3 The Supplier shall inform the Buyer of all ADAS equipment fitted to the vehicle at the point of order. The Supplier shall advise if this is permanently on, or if it can be switched off or permanently disabled. The Supplier shall inform the Buyer if any transmitting device or sim card device is fitted to the vehicle, including what it does and how the data will be used, and if it can be removed or disabled at the point of order.

For the avoidance of doubt "Advanced Driver Assistance Systems" (ADAS) are defined as vehicle-based intelligent safety systems which could improve road safety in terms of crash avoidance, crash severity mitigation and protection and post-crash phases.

https://ec.europa.eu/transport/road_safety/sites/roadsafety/files/ersosynthesis2016-adas15_en.pdf

4.3 Delivery

- M** 4.3.1 The Supplier shall deliver vehicles to any address within the United Kingdom of Great Britain and Northern Ireland (UK), as specified in the vehicle Order and in accordance with the Charges set out in Framework Schedule 3 (Support Rates and Charging Structure).

- M** 4.3.2 The Supplier shall deliver standard non-converted vehicles including blue light specification vehicles within 20 weeks from the date of confirmation of the order, unless otherwise specified by the Buyer.
- M** 4.3.3 The Supplier shall deliver converted vehicles by a specified date, agreed with the Buyer at the point of order acceptance and confirmation. The Supplier acknowledges and agrees that the vehicle will be deemed to be late if it is delivered after the delivery date agreed with the Buyer.
- M** 4.3.4 The Supplier shall compensate the Buyer for vehicles delivered beyond the agreed lead times based on the point of confirmation of the order and pursuant to clauses 4.3.2 and 4.3.3, to the value of £300 ex VAT per vehicle per week overdue, up to a value of 15% of the total order value. The Supplier acknowledges and agrees that liquidated damages are payable for full weeks only and accrues in arrears after the first full week of late delivery.
- M** 4.3.5 The Supplier shall ensure that all pre-delivery inspections, including the supply and fitting of number plates, is carried out on all vehicles supplied pursuant to this Framework Contract and completed within the periods outlined in 4.3.2 and 4.3.3, when requested.
- M** 4.3.6 The Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Buyer at the point of delivery (unless otherwise specified) with:
- vehicle handbook;
 - the appropriate Vehicle Excise Duty as agreed with the Buyer that is applicable to the ordered vehicle;
 - two remote locking keys;
 - delivery Note;
 - no more than 50 miles on the odometer;
 - not less than a quarter of a tank of fuel;
 - all documentation listed in 4.6.6 (where applicable for converted vehicles).
- M** 4.3.7 The Supplier shall ensure that vehicles are delivered direct from the Supplier to the Buyer's nominated address to ensure the security of the vehicle, unless otherwise specified by the Buyer.
- M** 4.3.8 The Supplier shall ensure that all deliveries are booked in with the Buyer and delivery times agreed.
- M** 4.3.9 The Supplier shall take all reasonable steps to provide a list of all Supplier personnel requiring admission to Buyer premises, in advance of the delivery date, including any additional information that the Buyer may reasonably require as specified by the Buyer at Call Off. The Supplier shall ensure that all Supplier personnel comply with the security policy specified by the Buyer at the time of delivery.
- M** 4.3.10 The Supplier shall deliver to any address within the UK, and in accordance with the due date for delivery, as agreed with the Supplier at Call Off and specified in the vehicle Order
- D** 4.3.11 The Supplier shall endeavour to provide the capability to deliver vehicles to any

specified worldwide location, when requested by the Buyer.

M 4.3.12 The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer. The Supplier acknowledges and agrees that responsibility will remain with the Supplier until the vehicle has been accepted by the Buyer.

M 4.3.13 The Supplier acknowledges and agrees that deliveries should be made by single journey and overnight stops should be avoided, where possible. If an overnight stop is essential the Supplier shall ensure that this should be in a secure parking compound.

4.4 Servicing and maintenance

M 4.4.1 The Supplier shall provide the Buyer with all information relating to any servicing, maintenance and repair provisions that are provided as standard for each vehicle at the point of delivery. The Supplier shall provide this at no additional cost.

M 4.4.2 The Supplier shall identify any enhanced levels of servicing or maintenance, which will be required, from the intended deployment of the vehicle in order to meet blue light operational needs, when requested by the Buyer. The Supplier acknowledges and agrees that the Buyer will provide details of the intended usage and operational requirements of the vehicle at the Call-Off stage.

D 4.4.3 The Buyer may request the Supplier to provide additional after-sales servicing and maintenance packages which are supplementary to the standard after-sales service, maintenance and servicing provisions. Pricing for such requests will be determined in accordance with the Ordering procedure set out in Framework Schedule 7 (Call-Off Award Procedure).

M 4.4.4 The Supplier shall provide replacement parts, spare parts and servicing parts, for all vehicles supplied pursuant to this Framework Contract. The Supplier shall have in place a priority system for blue light lot parts to demonstrate it can speed up the supply of parts through the supply chain to the Buyer, to maximise vehicle availability.

The Supplier acknowledges and agrees that parts shall be available, either from a dealer local to the Buyer or delivered free of charge, at least daily during working days/hours to the force workshop. The Supplier shall manage the supply of parts centrally, at all times.

M 4.4.5 The Supplier shall provide the Buyer with weekly updates on lead times for the supply of any parts which are not readily available, including those placed on back-order.

M 4.4.6 The Supplier shall support the provision of imprest stock of replacement parts for the vehicles supplied in a location determined by the Buyer, when requested and reasonable.

M 4.4.7 The Supplier shall keep and maintain full and accurate records of traceability of parts used in production. The Supplier acknowledges and agrees that maintenance, servicing and repair of vehicles supplied pursuant to this Framework Contract are also subject to this clause, where carried out by the Supplier.

M 4.4.8 The Supplier shall implement and operate a formal manufacturer vehicle recall procedure and fault rectification procedure for all vehicles supplied, serviced and maintained pursuant to the Framework Contract, in accordance with the Vehicle and Operator Services Agency (VOSA) code of practice on vehicle safety defects and recalls which is accessible via this web link:

- M** 4.4.9 The Supplier shall provide, in a timely, accurate and structured format, full electronic catalogues (or hard copies) for replacement parts available from the Supplier. The Supplier shall maintain the supply of up to date catalogues to Buyers wishing to order parts.
- M** 4.4.10 The Buyer may request the Supplier to provide two (2) regionally based on-site and off-site training events per annum, as a minimum, for vehicle maintenance at no extra charge. The Buyer will specify their requirements as part of the Ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure)).
- M** 4.4.11 The Supplier shall provide two (2) electronic technical bulletins per annum, as a minimum, regarding vehicles supplied pursuant to this Framework Contract, to include servicing, maintenance and repair; vehicle recall and retro-engineering packages, upgrades, parts and technical issues. The Supplier acknowledges and agrees that bulletins shall include the run-out date for current production models and release dates of new models.
- M** 4.4.12 The Supplier shall provide dedicated after-sales services to deal with any concerns regarding vehicles. The Supplier acknowledges and agrees that specific requirements for after-sales services will be specified by the Buyer in the Call-Off Contract, which shall include but may not be limited to:
- A dedicated blue light national account team to include appropriate technical resource.
 - A dedicated technical point of contact which shall be either a helpline and/or a named individual.
 - A clear escalation process for vehicle off road issues which maximises vehicle availability.
- D** 4.4.13 When requested by the Buyer, the Supplier shall facilitate direct access to vehicle diagnostic equipment, updates, processes and training, pursuant to vehicles supplied through this Framework Contract. The Supplier shall not withhold the supply of vehicle diagnostic equipment, updates, processes and training to the Buyer.

4.5 **Manufacturer's warranty**

- M** 4.5.1 The Supplier shall provide a manufacturer's warranty that warrants vehicles and parts supplied to the Buyer for Lots 6 and 7, guaranteed to be free of defects, as outlined in the table below as a minimum unless agreed at Call Off:

Minimum warranty period (whichever occurs first)			
Lot	Vehicle Type	Years	Miles
6	Passenger	3	100,000
6	Motorcycle	2	Unlimited
7	Commercial	3	100,000

- D** 4.5.2 The Buyer may request the Supplier to provide an extended warranty. Pricing for such

requests will be determined in accordance with the Ordering procedure set out in Framework Schedule 7 (Call-Off Award Procedure).

The Supplier acknowledges that the Buyer may require a five (5) year warranty period at the Call-Off stage and the Supplier shall offer this to the Buyer at the Call-Off stage, if requested. The Supplier shall provide comprehensive information to detail warranty coverage and any exclusions, in order for the Buyer to determine best value.

- M** 4.5.3 The Supplier shall provide technical vehicle information relating to the vehicles purchased, when requested by the Buyer, if work is carried out within a Buyer's own workshops. The Supplier shall provide such technical vehicle information at no extra charge.
- D** 4.5.4 The Supplier may be required to provide a manufacturer's warranty for vehicle work undertaken in Buyer workshops. Where the Supplier provides such a warranty, this agreement shall be made directly between the Buyer and the Supplier.
- D** 4.5.5 The Supplier shall ensure that any warranty terms provided for work undertaken in Buyer workshops are consistent with the terms applied to other commercial outlets throughout the UK. To support this process, the Supplier shall ensure that a documented process is implemented and managed on an on-going basis, until the last Call-Off Contract awarded under this Framework Contract expires.
- M** 4.5.6 The Supplier shall ensure that any conversion work to vehicles carried out or procured by the Supplier in order to satisfy the requirements of the Buyer, shall be covered by the warranty set out in paragraph 4.6.2 such that the whole vehicle, as converted, will be warranted on the terms set out above unless otherwise agreed with the Buyer.

4.6 Converted vehicles

- D** 4.6.1 The Supplier acknowledges and agrees that the Buyer may require the supply of standard production vehicles which are converted to meet the specific requirements of the Buyer. Where the Buyer requires such conversions, the Supplier shall ensure that the conversion work is undertaken by itself or by a Sub-Contractor.
- M** 4.6.2 The Supplier acknowledges and agrees that where conversion is carried out clauses 4.6.3 to 4.6.10 are mandatory.
- M** 4.6.3 The Supplier (not the Sub-Contractor) shall provide a full warranty for each converted vehicle supplied pursuant to this Framework Contract, irrespective of whether the Supplier itself or a Sub-Contractor carries out the conversion work. The Supplier shall provide a warranty which covers the vehicle and the conversion work. The Supplier acknowledges and agrees that no relief or concession shall be allowed as a consequence of any conversion work unless agreed with the Buyer.
- M** 4.6.4 Where a Supplier has appointed a Sub-Contractor to provide Deliverables pursuant to this Framework Contract, the Supplier shall be wholly responsible for the management of the appointed Sub-Contractor.
- M** 4.6.5 The Supplier shall ensure that all appropriate licenses are held, either by itself or its Sub-Contractor, for the installation and/or commissioning of blue light equipment.
- M** 4.6.6 The Supplier shall ensure that the full warranty provided for each converted vehicle remains valid across the entire supply chain, which includes enabling work to be carried out by appropriate nominated dealer networks to ensure that vehicles maintained on a local basis remain covered by the full warranty terms.

- M** 4.6.7 The Supplier shall provide a handbook, manuals and an as-built specification for any vehicles provided with conversion. The Supplier acknowledges and agrees that conversion manuals shall include wiring diagrams, parts lists and operating manuals that will support the servicing, maintenance, repair and safe use of the conversion. The handbooks and manuals shall be identified by the vehicle they relate to and be for the as-built specification.
- M** 4.6.8 The Supplier shall retain full traceability of parts and subassemblies used in the production, maintenance, repair and conversion of vehicles and shall operate a full recall procedure, including vehicles supplied pursuant to the Framework Contract.
- M** 4.6.9 The Supplier shall provide secure managed storage of any parts free issued, customer acquired/issued by the Buyer.
- M** 4.6.10 The Supplier acknowledges and agrees that the Buyer will provide the Supplier with any relevant and timely information relating to the delivery pipeline of any free issued parts.

4.7 Vehicle testing

- M** 4.7.1 The Supplier shall conform to the required testing regime set out in the Call-Off Contract, when requested by the Buyer. The Supplier acknowledges and agrees that the tests will include but may not be limited to:
- Vehicle handling;
 - Brake testing regime; and
 - Vehicle emissions testing.
- The Supplier shall provide the necessary assurance or documentation at the Call-Off stage in relation to vehicles that have been awarded certificated testing passes for handling, braking, and emissions.
- The Supplier shall comply with the new arrangements introduced if, at any point, any of the above documents or tests are updated or replaced (whether by enhancement, replacement or other alternative arrangement).
- M** 4.7.2 The Supplier shall submit vehicles for the agreed NAPFM testing standards by an appropriate test house. The Supplier acknowledges and agrees that this test will be valid for 2 years unless the vehicle is altered technically, in which case the vehicle shall be re-tested.
- M** 4.7.3 The Supplier shall maintain records of current compliant vehicles for Brake and EMC (Specification 6) testing and shall share with CCS and the Buyer when requested.
- M** 4.7.4 The Supplier shall provide copies of certification reports to the Buyer, when requested.
- D** 4.7.5 When requested by the Buyer, the Supplier shall install blue light radio and communication control systems into vehicle dashboards, in a safe and secure way which shall not impede the normal vehicle operation or the working of any safety equipment.

4.8 Vehicle Security

- M** 4.8.1 The Supplier acknowledges and agrees that the security of both in-house and outsourced premises shall be paramount to all aspects of the vehicle supply chain.

- M** 4.8.2 The Supplier shall ensure that any unattended vehicles shall be stored in a secure compound or building and not on the street, with the keys kept in a safe area and preferably locked away.
- M** 4.8.3 The Supplier shall ensure that vehicles collected in the street are not left unattended, prior to collection.
- M** 4.8.4 The Supplier shall ensure that open-air compounds shall have perimeter fencing with secure access gates, fitted with quality locks or close shackled padlocks. The Supplier shall ensure that hinges on gates are not 'open-ended' enabling them to be 'lifted' off.
- M** 4.8.5 The Supplier acknowledges and agrees that quality lighting in the compound is essential, especially if CCTV is to be used. The Supplier shall ensure that lighting levels are equivalent or better to those advised for secure car parks.
- M** 4.8.6 The Supplier shall ensure that vehicle keys are secured in a safe area within the sites buildings and never left in the vehicles. The Supplier acknowledges and agrees that a higher level of key management security should be considered.
- M** 4.8.7 The Supplier shall ensure that enclosed premises housing vehicles overnight are equipped with a central station alarm, linked to a monitoring station, with immediate police response to any activation.

4.9 Legislative requirements

- M** 4.9.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Contract comply with Type Approval Law in line with the timeframes specified by the EU Directive, European Community Whole Vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:
<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>
- M** 4.9.2 The Supplier shall supply vehicles that meet all requirements of the individual testing regime of the Buyer including the local geographical requirements, as detailed within the vehicle Order. The Supplier shall provide advice and guidance on any testing regimes required for specific geographical areas.
- M** 4.9.3 The Supplier acknowledges and agrees that all vehicle engines shall comply with any applicable European Directives in respect of Euro emission standards, as a minimum.
- M** 4.9.4 When requested by the Buyer as part of a Call Off, the Supplier shall ensure that the vehicles supplied meet the minimum European New Car Assessment Programme's (Euro NCAP) rating specified. Details of Euro NCAP are accessible via the following web link:
<http://www.euroncap.com/home.aspx>
- M** 4.9.5 The Supplier shall provide information on the security credentials of vehicles by reporting which vehicles have been tested to the New Car Security Rating (NCSR) Scheme Standards by the Motor Insurance Repair Research Centre (Thatcham) when requested by the Buyer, which is accessible via the following web link:
<https://www.thatcham.org/security>
- M** 4.9.6 The Supplier shall provide any relevant information required to assist CCS and/or the Buyer to demonstrate compliance with the requirements of the Clean and Energy Efficient Vehicles Directive 2009-33-EC when requested, which is accessible via the following web link:

- M** 4.9.7 The Supplier shall ensure that all vehicles produced and supplied pursuant to this Framework Contract conform to all applicable legislation.

4.10 Policy requirements

- M** 4.10.1 The Supplier shall conform to the Quality Management standards such as EFQM and ISO 9000 series, specified by the Buyer as part of the Ordering procedure.

- M** 4.10.2 The Supplier shall comply with the following, at all times, during the term of this Framework Contract and until the last Call-Off Contract expires:

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

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

- M** 4.10.3 The Supplier shall comply with the following best practice guidance, when requested during the term of this Framework Contract and any Call-Off Contract, including but not limited to:

- Home Office technical guidance (part of Defence Science and Technology Laboratory (DSTL)) Electrical Installation Guidance Notes as published by DSTL. This guidance is updated periodically and accessible via the following web link:

<https://www.gov.uk/government/collections/centre-for-applied-science-and-technology-information>;

- NAPFM “A Design Guide for Vehicle Installations” Issue 5 - April 2014, and any subsequently updated guidance issued; and
- The Federation of Communication Services (FCS) FCS 1362:2010 Code of Practice for the installation of mobile radio and related ancillary equipment in land based vehicles and any subsequently updated guidance issued; and
- Emergency Services Network (ESN) requirements as published.

M 4.10.4 Government Buying Standards (GBS)

- 4.10.4.1 The Supplier acknowledges and agrees that in purchasing vehicles, central government Buyers are required to conform to the GBS for Transport and, as part of this, the Government Fleet Commitment to electrify 25% of cars in central government department fleets by 2022. The GBS focus on encouraging the purchasing and leasing of the cleanest vehicles. The current standards are accessible via the web link:

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-transport-vehicles/government-buying-standards-for-transport-2017>

- 4.10.4.2 The Supplier shall assist the Buyer to comply with any new arrangements introduced, if at any point the GBS for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements).

4.11 Sustainability

- M** 4.11.1 The Supplier shall support CCS and the Buyer to meet the Government agenda in terms of business sustainability, which requires consideration of commercial needs and making a positive impact on society and the environment, both locally and globally.
- M** 4.11.2 The Supplier shall comply with the social value or community benefits Deliverables set out in the Call-Off Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.
- M** 4.11.3 The Supplier must reduce or continue to reduce the environmental impact of their operations through the Term of this Framework Contract.
- M** 4.11.4 The Supplier shall support the Buyer in meeting its obligations to the Greening Government Commitments, which are accessible via the following web link: <http://sd.defra.gov.uk/gov/green-government/commitments/>
- M** 4.11.5 The Supplier shall make available and publish data on its supply chain impacts, which shall include an assessment of activities and confirmation that the Supplier does not engage in or use third party suppliers who may be contravening the modern slavery legislation.

4.12 Management Information

- M** 4.12.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Contract, as set out in Framework Schedule 5 (Management Charges and Information).
- M** 4.12.2 The Supplier shall provide Management Information to Buyers, in accordance with the terms of each Call-Off Contract.

4.13 Business Continuity, Contingency and Disaster Recovery Planning

- M** 4.13.1 The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan, which ensures that fulfilment of Deliverables as described in each Call-Off Contract are not interrupted. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the Business Continuity principles and operation of ISO 22301 (or equivalent).
- M** 4.13.2 When requested, the Supplier shall provide appropriate details relating to Business Continuity, Contingency and Disaster Recovery Plans to the Buyer which shall include but may not be limited to the following elements:
- how the Supplier will manage any disruption which occurs as a result of any changes, events or occurrences in the Supplier's supply chain;
 - how the Supplier will keep the Buyer fully informed if there is a take-over or merger that may affect the legal status, delivery of vehicles or support of vehicles in service;

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

M 4.13.3 The Supplier acknowledges and agrees that the Buyer will specify any additional requirements as part of the Ordering procedure (set out in Framework Schedule 7 (Call-Off Award Procedure)).

4.14 Fleet Portal

M 4.14.1 The Supplier shall provide content to the CCS dedicated vehicle purchase web portal ("Fleet Portal") at <https://fleetportal.crowncommercial.gov.uk>. This content shall consist of all relevant information relating to the full range of standard specification vehicles which will be made available to Buyers.

M 4.14.2 The Supplier shall ensure that the Framework Support Rates are uploaded onto the Fleet Portal at the commencement of the Framework Agreement and shall ensure that they are accurately maintained during the Framework Contract Period.

M 4.13.3 The Supplier shall ensure that all amendments to the Framework Support Rates during the Framework Contract Period are undertaken in accordance with the terms set out in Framework Schedule 3 (Framework Charges).