

# SPECIFICATION

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## Specification

### 1 GENERAL

- 1.1 This will be a four (4) year Framework Agreement for the Supply of Manufactured Vehicle Spares and Consumables for the City of Wolverhampton Council, Fleet Management Services. The initial term is for two years with the option to extend two further periods of one year each.
- 1.2 It is envisaged that the Framework Agreement will have a maximum of 3 Providers for each item included in the Pricing Schedule.
- 1.3 Prices shall be fixed for a minimum of 12 months from the call off contract start date and reviewed annually thereafter.
- 1.4 The Authority will appoint Provider(s) that are able to supply items on the Pricing Schedule to cover the range of vehicles currently operated. Throughout the life of this Framework Agreement, items may be added or deleted due to the changing profile of the Authority's fleet.
- 1.5 The delivery point shall be Fleet Management Services, Culwell Street, Wolverhampton WV10 0JN. Should this delivery point change during the duration of the Framework Agreement this will be notified to the successful Provider(s). There will be no additional charge to the tendered rates for delivery to alternative sites within the city boundaries.
- 1.6 The successful Provider(s) will nominate a dedicated contract manager who will be required to attend regular review meetings and provide information relating to the administration, on-going delivery and monitoring of performance of the call off contract. This will include but is not limited to:
  - 1.6.1 Providing reports in writing on the overall purchases, number of orders, savings made and other administrative requirements on a monthly basis or when requested.
  - 1.6.2 Investigating savings throughout the duration of the call off contract and on an annual basis. Progress will be reported back to the Authority at quarterly Management Meetings. Any changes and implementations to the call off contract will be discussed and agreed.
  - 1.6.3 Periodically "benchmark" items on this call off contract for both price and quality. Where the Authority can identify cost savings or quality improvements on equivalent items it would expect the Provider to possibly resource items affecting the cost saving or quality improvement potential. The Authority and the Provider will set a mutually agreed implementation for this.
- 1.7 Provider's performance will be measured against KPI's as specified in Schedule 2, KPI's.
- 1.8 The supply of items covers vehicle types of commonly required parts and consumables. The items listed are based on the requirements of the Authority and includes indicative quantities that are anticipated to be required on an annual basis. However, the items listed and quantities stated may be subject to variation and are not exhaustive. Orders placed may be for individual items or on a batch order basis.
- 1.9 The quantities given in the Pricing Schedule are for evaluation purposes and are not a guaranteed level of future business and should not be taken as such.

- 1.10 All vehicle spares supplied will be genuine parts or parts of equivalent quality Original Equipment Manufacturer (OEM Parts). Proof of origin and appropriate documentation must be provided up on request. This may include the requirement to demonstrate that OEM parts are of equivalent quality and the provision of supporting evidence to this effect if requested by the Authority. The Provider shall work with the Authority to ensure vehicle warranties/guarantees are maintained and provide appropriate assistance and documentary evidence in the support of any claim and or maintenance of warranties.
- 1.11 The successful Provider must supply all items to the specification required on an individual order basis. The Provider will be responsible for all items meeting the correct British Standard or industry standard demonstrating the Genuine or OEM quality pedigree where applicable. Failure to provide items as specified and as set out in this agreement will result in the appointed Provider being instructed to remove the item which does not meet the specification and replacing it with appropriate item at no additional cost to the Authority.
- 1.12 The Authority's requirement will be items delivered within 1 hour or 24 hours. Items identified as URGENT, will be delivered within 1 hour (during the Authority's normal operating hours, see clause 1.16). In respect of NON-URGENT orders, a delivery period of 24 hours from placement of order is required. When the Authority has a requirement for an item or items, the Provider ranked number 1 (one) on the Framework will be approached to ensure the item is available for delivery within the required timescale indicated. If the Provider ranked 1 (one) is unable to undertake delivery within this timescale, the Provider ranked 2 will be approached to identify if they can fulfil the requirement within the required timescale and if and when necessary the Provider ranked 3 (three) will be approached until the order can be fulfilled.
- 1.13 If for any reason Providers on this framework cannot meet the requirement in full, the Authority reserves the right to make alternative arrangements outside of this framework.
- 1.14 The successful Provider(s) will hold a minimum level of stock for the items allocated to them, which will be agreed with the Authority upon appointment. However, the Price Schedule will be taken as a basis for this requirement. It may be necessary on occasions for nominated officers of the Authority to collect items directly from the Providers premises.
- 1.15 All items shall be supplied with a delivery note and include appropriate warranty/guarantee details.
- 1.16 Provider(s) shall have the capacity and ability to deliver during the normal working hours as stated below.

Normal Working Hours	
Monday - Thursday	0600 - 1800
Friday	0600 - 1730

- 1.17 Delivery charges for all items shall be included in the Pricing Schedule rates and no separate delivery charge or other penalties for out of stock items will be accepted.

- 1.18 For items not included within the Pricing Schedule, a delivery charge may be accepted if appropriate and shall be agreed with the Authority prior to the issue of an order.
- 1.19 Any deliveries required outside of Normal Working Hours will be received by 24-hour security personnel operating at the Culwell Street depot.
- 1.20 Providers will be responsible for ensuring delivery vehicles and personnel operate legally and that driving licences and insurance are checked on a regular basis to ensure legal compliance. The Provider will be responsible for providing competent representatives to deliver the items and complying with all aspects of the law. Documents referred to in this clause shall be made available for the Authority to inspect upon request.
- 1.21 The items supplied shall be of the quality or kind specified in this tender. In all cases they shall be, new, durable and of satisfactory quality for all purposes. So far as practicable, all items used in the execution of this call off contract shall, unless the Authority shall otherwise direct, be in accordance with any appropriate specification issued by the British Standards Institution current at the date of the tender, any European or International Standard.
- 1.22 The Providers are responsible for taking all reasonable steps to ensure that items are genuine and not counterfeit. Any counterfeit items discovered will be returned and subject to refund. If return is not practical, suitable compensation must be agreed.
- 1.23 The Authority may reject any item or items which are not considered to be of the nature, quality or specification agreed to be supplied or have not been delivered at the time or in the quantities or in the manner directed.
- 1.24 Rejected items, including warranty returns, are to be removed by and at the expense of the Provider within seven days after written notice has been given of the rejection by the Authority. Should the Provider fail to remove the item or items within 7 days the Authority may have the item or items removed in such a manner as they may think fit and without incurring any liability to the Authority. Any additional costs incurred by the Authority will be recoverable from the Provider.
- 1.25 A price per unit for scrap batteries must be submitted by all Providers. The successful Provider must provide a collection service for scrap vehicle batteries. This will be provided Free of Charge (FOC) by the successful Provider. (This will not be required for the Key Fob type batteries). This should be in the form of an appropriate crate or other container supplied by the Provider to be located at Culwell Street and the contents to be collected on a regular agreed basis, the number of batteries will be agreed with the stores staff and a collection note provided. The tender evaluation will take into account the level of pricing offered. This is detailed in the Pricing Schedule. The successful Provider will arrange to refund back to the Authority on a quarterly basis for this service.
- 1.26 Providers should note that the Authority holds a current Hazardous Waste Registration which will be available for viewing prior to any collection in accordance with the Hazardous Waste Regulations.
- 1.27 The Authority upon request will require a copy of the Provider's Hazardous Waste Registration
- 1.28 Throughout the life of the call off contract the vehicle profile may change. Providers will be given the opportunity to quote for any additional requirements however the Authority reserves the right to source from alternative sources if that requirement cannot be met to the Authority's satisfaction. Any additional items for which prices are requested will be added to the tender Pricing Schedule during the life of the Framework Agreement. Items added will be subject to all the terms and conditions of

the original tender.

- 1.29 There will be no minimum order value set, and no surcharge applied on low value orders.
- 1.30 The Pricing Schedule of this tender is split into sections by vehicle manufacturer with additional lots for wiper blades, electrical items and consumables. Providers must complete all columns for each individual part that they can supply to the Authority.
- 1.31 It is the Provider's sole responsibility to ensure that an authorised signature is obtained on the delivery note at the time of delivery, to provide proof of the Authority's receipt, the Authority will not be liable to payment of any subsequent invoice that cannot be matched to a corresponding duly signed delivery note. The Provider shall additionally ensure that the authorised signature is accompanied by a printed name for identification purposes.
- 1.32 Items should not be supplied unless an official order number has been quoted.
- 1.33 All orders placed verbally by the Authority will be confirmed on an emailed official order to the Provider. Provider(s) will supply the Authority a dedicated email contact for this requirement. It is desirable the Provider(s) give a global email address to avoid potential errors in communication.
- 1.34 Providers should provide telephone numbers on which orders can be taken, if more than one number is available please indicate in the tender document.
- 1.35 Should any items be required urgently this will be confirmed at the placement of the purchase order.
- 1.36 The Authority reserve the right to return any item or items, which in its opinion do not conform to the standard or quality quoted or requested, at the sole expense of the Provider. This will include any goods that are received in damaged packaging or identified as defective at the point of fitting. These items will be returned to the Provider at its own expense for immediate replacement and subsequent return back to the Authority, and at no additional cost to the Authority.
- 1.37 Advice or delivery notes from Providers must quote the following, item identification number (part number), official order number, date order placed, and the total number of individual items delivered.
- 1.38 It is the Provider's responsibility to inform the Authority of any anticipated delay in expected delivery times. Should the delay be unacceptable the Authority reserve the right to obtain items that are delayed from an alternative Provider at no additional cost to the Authority.
- 1.39 All invoices should be emailed to the Authority's nominated email address and quote the invoice address and official purchase order number printed on the purchase. Failure to do so will result in the invoice being rejected for amendment and delay payment.
- 1.40 As part of an exercise to monitor the Authority's annual expenditure on goods and materials, the Provider will be required to notify the Authority on a six-monthly basis, or otherwise, of the total value of orders placed by the Authority.
- 1.41 In the Pricing Schedule, lines 387 – 393 inclusive, all Batteries supplied must have a minimum two (2) year warranty

## **1.42 SUPPLY OF PARTS (Definitions)**

- 1.42.1 "Genuine" parts – parts bearing the vehicle manufacturer's brand, on the part itself and on the packaging.
- 1.42.2 "OEM" parts – parts manufactured by Original Equipment Manufacturers, also known as OE parts.