**Framework Schedule 1 (Specification)**

# Important information on how to read and use Framework Schedule 1 (Specification)

# Framework Deliverables

Schedule 1 (Specification) sets out the characteristics of the Deliverables that the Supplier will be required to make available to all Buyers under this Framework Contract.

1. **For all Lots and Deliverables**

* The Supplier must only provide the Deliverables for the Lot that they have been appointed to.
* 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 requirement of a particular Call-Off Contract.

1. **For All Lots and Deliverables**

This Schedule incorporates

* the terms set out by CCS for the execution of procurement by the Supplier under this Framework Contract.

1. **For Lots 1, 2a, 2b and 3 only**

Buyers and suppliers should thoroughly review Call Off Schedule 22 (Lease terms) which is specific to the contract hire of an individual vehicle under Lots 1, 2a, 2b and 3 of this agreement.

# Modifications to the Core Terms

The following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract).

1. **For Lots 1, 2a, 2b and 3**

* Clause 3.1.2 does not apply to the Call-Off Contract;
* Clause 3.2 does not apply to the Call-Off Contract;
* Clause 8.7 does not apply to the Call-Off Contract;
* Clause 10.1.2 does not apply to the Buyer extending the Lease Period of any Equipment;
* Clause 10.2.2 does not apply to the Buyer terminating the hire of any Equipment; and
* Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

1. **For Lot 4 only**

* Clause 3.1.2 does not apply to the Call-Off Contract;
* Clause 3.2 does not apply to the Call-Off Contract;
* Clause 8.7 does not apply to the Call-Off Contract;
* Clause 10.1.2 does not apply to the Employee User extending the Lease Period of any Equipment;
* Clause 10.2.2 does not apply to the Employee User terminating the hire of any Equipment; and
* Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount defined as part of the terms of the Call-Off Contract.

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  3. **Fleet Optimisation and Continuous Improvement**
  4. **Enhanced Security**
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Desirable Deliverables

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# Scope of the Framework Contract

* 1. The scope of the Framework Contract covers the United Kingdom of Great Britain and Northern Ireland.
  2. Suppliers appointed to the Framework Contract will be responsible for the provision of

1. lease vehicles to Buyers, including the option to provide vehicle service maintenance and repair and other associated services; and/or
2. fleet management services, including the management, sourcing and supply of passenger motor cars, light commercial and commercial vehicles; and/or
3. the provision of salary sacrifice car schemes, which may support Buyers to meet their obligations under the Government’s Road to Zero policy.
   1. The list published in section VI.3 of the contract notice provides the Crown Bodies and other Buyers who will be able to access the Deliverables pursuant to this Framework Contract.
   2. The Supplier will be required to provide Services in relation to the supply of Deliverables including but not limited to:

* taking orders for the Deliverables from Buyers in respect of the relevant Lot;
* ensuring vehicles are delivered in accordance with customer requirements
* adherence to RM6268 Framework Standard Charges
* adherence to individual customer call off contract charging structures
* provision of Service, Maintenance and Repair when requested by the Buyer
* billing, invoice and Management Information 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
* provision of an appropriately resourced support function to deal with Buyer Call-Off contract queries and issues, and requests for information to support Buyer decision making
* supporting customer procurement activity including but not limited to pre-market engagement and subsequent further competitions
  1. Buyers (or their nominated agents or Requesting Bodies) are responsible for the management of their individual Call-Off Contract pursuant to this Framework Contract.

# Lot Structure

* 1. The Framework Contract consists of four (4) Lots, and two (2) sub-lots. The table in paragraph 2.2 below details the types of services available under each Lot. The Deliverables available under each Lot are described separately in each section of this Framework Schedule 1 (Specification).
  2. A summary of the Lot structure is set out in the table below:

|  |  |
| --- | --- |
| **Lot** | **Description of service** |
| Lot 1 | **Lease of vehicles up to 3.5 tonnes**  Suppliers on this lot will provide the lease of standard build and converted passenger and light commercial vehicles up to 3.5 tonnes including related lease management services and other associated services.  Suppliers will provide leased vehicles for a fixed term as specified by individual Buyers.  Suppliers on this lot may choose to provide fleet management services (not mandatory). |
| Lot 2a | **Lease of specialist, commercial and municipal vehicles up to but not including 7.5 tonnes**  Suppliers on this lot will provide the lease of standard build and converted commercial vehicles up to but not including 7.5 tonnes including related lease management services and other associated services.  Suppliers will provide leased vehicles for a fixed term as specified by individual Buyers.  Suppliers on this lot may choose to provide fleet management services (not mandatory). |
| Lot 2b | **Lease of specialist, commercial and municipal vehicles 7.5 tonnes and above**  Suppliers on this lot will provide the lease of standard build and converted commercial vehicles 7.5 tonnes and above including related lease management services and other associated services.  Suppliers will provide leased vehicles for a fixed term as specified by individual Buyers.  Suppliers on this lot may choose to provide fleet management services (not mandatory). |
| Lot 3 | **Independent fleet management services**  Suppliers on this Lot will provide independent fleet management services for passenger and commercial vehicles including, but not limited to, the sourcing of purchased vehicles from the Purchase of Standard and Specialist Vehicles framework (RM6244) or any subsequent commercial arrangement provided by Crown Commercial Service and leased vehicles from Lots 1, 2a and 2b of this agreement. Suppliers are not permitted to fund vehicles themselves.  Suppliers will offer:  i) a managed service to the Buyer, with sole responsibility for providing Fleet Management services for the Buyer’s fleet. Suppliers will provide vehicles on contract hire (or other funding arrangements)  ii) a fully inclusive, end to end fleet management service which is not connected to a leasing contract. |
| Lot 4 | **Salary Sacrifice Car Schemes**  Suppliers on this Lot will provide salary sacrifice car schemes that are tailored to meet the Buyer’s organisational needs. This may include promoting the uptake of ultra-low and zero emission vehicles to eligible employees.  Suppliers will implement, manage and market the Buyer’s scheme and support the Buyer to meet their organisational policy and environmental commitments, which may support the Buyer to meet their obligations under the Government's Road to Zero targets when required. |

# Deliverables for Lot 1 and Lots 2a and 2b

A summary of the scope of Lot 1 and Lots 2a and 2b is outlined in paragraph 2.2. The Mandatory Deliverables that fall within the scope of Lots 1 and Lots 2a and 2b are described below in sections 3.1 to 3.8 and the Desirable Deliverables are described in sections 3.9 to 3.23.

**Mandatory Deliverables**

* 1. **Supply of vehicle leasing services**
     1. In consideration of the payment of the Lease Payments, the Supplier will hire the vehicle to the Buyer in a timely manner and in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Order.
     2. The Supplier will support the Ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure).
     3. Each Order is subject to and incorporates the Lease Terms in Schedule 22. No other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.
     4. The Supplier agrees that any other terms or conditions contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract, or which are elsewhere implied by custom, practice or course of dealing, do not apply.
  2. **Order and supply of vehicles**
     1. **Vehicle Sourcing**
        1. The Supplier acknowledges and agrees that they will act as a Requesting Body[[1]](#footnote-1) for eligible Buyers in order to source vehicles from the RM6244 Purchase of Standard and Specialist Vehicles framework or any subsequent commercial arrangement provided by Crown Commercial Service.
        2. When acting as a Requesting Body on behalf of a Buyer, the Supplier shall ensure that any discount realised by sourcing vehicles through the RM6244 vehicle Purchase framework is built into the lease cost and the benefit passed in full to the Buyer. The Supplier acknowledges and agrees to provide evidence to the Buyer and/or CCS if requested.
     2. **Vehicle Funding** 
        1. The Supplier shall provide Contract Hire with or without maintenance as the principal funding mechanism for vehicles.
        2. The Supplier shall have the ability to provide alternative funding options when requested by the Buyer.
     3. **Payment Profiles**
        1. The Supplier shall provide lease prices using the following payment profiles:
* Annual in advance;
* Quarterly in advance;
* Monthly in advance.
  + - 1. When requested by the Buyer, the Supplier may provide:
* Quarterly in arrears;
* Monthly in arrears;
* any other payment profile that is specific to the Buyer’s needs.
  + 1. **Vehicle Quotations**
       1. The Supplier shall provide the Buyer with a quotation including, but not limited to, the following information:
* quotation reference number;
* invoice amount excluding VAT against payment profile;
* vehicle make, model and derivative;
* vehicle options included;
* Lease Period;
* annual lease mileage;
* excess mileage rate;
* annual SMR cost (if included);
* vehicle residual value excluding VAT;
* finance rate applied;
* quotation expiry date.
  + - 1. The Supplier shall ensure that all quotations generated by the Supplier for Buyers remain valid for 30 days, subject to manufacturer price increases, unless otherwise advised to the Buyer.
      2. The Supplier shall ensure that any manufacturer price decreases during the quotation period are passed to the Buyer.
      3. The Supplier shall ensure that quotations can be provided by any method reasonably requested by the Buyer.
      4. The Supplier shall provide open book quotations when requested by the Buyer.
    1. **Fleet Portal**
       1. For Lot 1 only, the Supplier shall integrate with the CCS Fleet Portal, by framework launch date of 16 May 2023, in order to provide quotations for standard vehicles and factory fit options, as set out in Framework Schedule 4 (Framework Management). Supplier obligations include, but are not limited to:
* providing live vehicle quotations for standard specification vehicles including factory fit options within the scope of Lot 1 via the CCS dedicated vehicle web portal (“Fleet Portal”) utilising Web Service technology.

[https://fleetportal.crowncommercial.gov.uk](https://fleetportal.crowncommercial.gov.uk/)

* ensuring that its systems are configured to receive and transmit vehicle quotation information securely in XML format
* ability to link to CAPid vehicle and options data either by directly subscribing or to a data source that enables the cross referencing to CAPid vehicle and options data
* utilising vehicle identification data on the CAP1 code
* ensuring that the vehicle quotations provided are accurate
  + - 1. If at any point the lease car website (Fleet Portal) is updated or replaced, (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist CCS by complying with the new arrangements once they are agreed and introduced.
    1. **Vehicle Orders**
       1. For the avoidance of doubt, each vehicle order survives the expiration or termination of the Framework Contract.
       2. The Supplier shall ensure that it has a process in place for receiving, checking, amending and confirming orders.
       3. The Supplier shall provide updates on the progress of the order at a frequency agreed with the Buyer when the order is placed.
       4. The Supplier shall ensure that any additional costs that have been identified, due to an order amendment will be communicated to the Buyer.
       5. The Supplier shall ensure that all vehicles are brand new and unused, other than for delivery mileage, unless otherwise specified by the Buyer.
       6. The Supplier shall provide vehicles which meet the full specification and fuel type specified by the Buyer.
       7. The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive ("RHD") unless otherwise specified by the Buyer.
       8. The Supplier shall liaise with the Buyer’s fleet management or salary sacrifice provider, managing agent and any other legacy fleet supplier where required, in order to coordinate and update vehicle deliveries or any other relevant fleet activity.
       9. For vehicles procured under Lots 2a and 2b of this Framework Contract only, 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.
       10. The Supplier shall make available the option for a temporary pre-contract vehicle to be provided pending delivery of their ordered vehicle when requested by the Buyer and agreed as part of the Call-Off Contract.
    2. **Delivery of Vehicles**
       1. The Supplier shall deliver vehicles to any address within the UK, as specified in the Order.
       2. The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Order.
       3. The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.
       4. When requested by the Buyer, the Supplier shall 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.
       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.
       6. The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:
* vehicle handbook or equivalent;
* two sets of keys;
* service log book or access to an equivalent electronic mechanism;
* driver information pack including, but not limited to, the driver support services contact number as outlined in 3.3.18; and
* safety pack including, but not limited to, a warning triangle and high visibility jacket
  + - 1. 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;
* sufficient fuel or battery charge for electric vehicles to travel 40 miles
* the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
* without defects
  + - 1. 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 or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
* providing a hard or electronic copy of the delivery sheet to the Buyer.
  + 1. **Converted or Modified Vehicles**
       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 procure the required conversion works from the RM6244 Purchase of Standard and Specialist Vehicle framework, a vehicle manufacturer or a subcontractor.
       2. The Supplier shall ensure that any converted or modified vehicle meets all legislative requirements prior to delivery to the Buyer, including but not limited to, Type Approval and Certificate of Initial Fitness (COIF) as applicable.
       3. The Supplier acknowledges and agrees that repairs or replacements to converted or modified elements of a vehicle will be agreed with the Buyer at call off
       4. The Supplier shall ensure that any exclusions to paragraph 3.2.8.2 are clearly identified to the Buyer at the point the Call-Off Contract is entered into.
  1. **Service, Maintenance and Repair (SMR) - SMR included with the Lease**
     1. The Supplier shall provide a vehicle with SMR included when requested by the Buyer.
     2. The Supplier shall provide SMR encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.
     3. The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Buyer.
     4. The Supplier shall provide SMR coverage at the most appropriate and cost effective locations in relation to the Buyer’s requirements to ensure that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.
     5. The Supplier shall use a network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.
     6. 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 SMR related costs represent best value for money for the Buyer.
     7. The Supplier shall investigate any maintenance, repair or related invoice that is not to the Buyer’s satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
     8. The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Buyer.
     9. The Supplier shall notify the Buyer in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle, in accordance with Clause 8.4 of Framework Schedule 22 (Lease Terms).
     10. 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 Buyer and/or driver.
     11. The Supplier shall replace tyres once the tread has reached a minimum of 2 mm unless otherwise agreed with the Buyer.
     12. The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Buyer upon request.
     13. The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
* Direct with a dealer;
* Direct through a dedicated service helpline;
* Online system or mobile applications.
  + 1. 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 Buyer has provided 14 calendar days’ notice of the requirement.
    2. When the Buyer has included the requirement for a relief vehicle as part of their Call-Off Contract, the Supplier shall ensure that a replacement vehicle is made available to the Buyer in the event of unplanned maintenance or repair.
    3. Where the Buyer has not included the requirement for a relief vehicle as part of their Call-Off Contract, in the event of unplanned maintenance or repair the Supplier shall ensure that they are able to provide a daily rental vehicle when requested by the Buyer.
    4. When requested by the Buyer, the Supplier shall provide a delivery and collection service where the Buyer has provided at least 14 calendar days’ notice.
    5. The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week and 365 days a year through a dedicated point of contact.
    6. **Breakdown, Roadside Assistance and Recovery Services**
       1. The Supplier shall provide services for recovery and breakdown repair 24 hours a day, 365 days per year (366 days in a leap year) at no additional cost. This shall include, but is not limited to:
* services at the Buyer or driver’s home address
* roadside assistance within the UK including the vehicle being towed to a garage location agreed with the Buyer or driver, if it cannot be fixed at the roadside.
* national recovery where the vehicle and load will be towed to a location specified by the Buyer within the UK.
* assistance to passengers in order to enable them to complete their onward journey or to an identified location within the UK.
  + - 1. The Supplier or their nominated sub-contractor shall attend breakdowns of standard specification vehicles under 3.5 tonnes within 2 (two) hours from the initial request, unless otherwise agreed with the Buyer.
      2. The recovery and breakdown repair services for converted vehicles, vehicles with special requirements, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.
      3. The Supplier shall provide the Buyer with a vehicle recovery and breakdown service overseas, as part of European breakdown cover when requested by the Buyer.
    1. **Vehicle Downtime**
       1. Where the vehicle is being maintained and/or repaired the Supplier shall notify the Buyer of any expected downtime of a vehicle.
       2. 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 Buyer and/or the driver of the vehicle.
       3. If it is deemed necessary to retain the vehicle beyond the forecasted downtime period, the Supplier shall ensure that the delay is communicated to the Buyer and/or driver of the vehicle within agreed timescales determined by the Buyer; and minimised as far as reasonably possible.
  1. **Service, Maintenance and Repair (SMR) - SMR not included in the Lease**
     1. The Supplier shall provide a vehicle without SMR included, when requested by the Buyer.
     2. The Supplier shall provide the option for the Buyer to utilise the Supplier’s support network when necessary utilising negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.
  2. **MOT Management**
     1. The Supplier shall provide the Buyer with an effective and efficient process for the management of the renewal of MOT’s in order to minimise vehicle downtime.
     2. The Supplier shall provide sufficient notification and reminders to the Buyer prior to the MOT due date to enable arrangements for vehicle testing to be made.
     3. The Supplier shall provide the Buyer with an effective and efficient process for notifying the Buyer of any vehicles without a valid MOT in place.
     4. The Supplier shall provide immediate notification to the Buyer of any vehicles which have failed an MOT test and the required remedial and retest requirements.
  3. **Condition and Damage**
     1. The Supplier shall undertake effective cost control and ensure that both in-contract and end of contract damage costs are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) Fair Wear and Tear guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <http://www.bvrla.co.uk/>
     2. The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at Call-Off.
     3. The Supplier acknowledges and agrees that the following Damage Waiver will apply to any costs chargeable to the Buyer as set out in Framework Schedule 3 (Framework Prices):
* Passenger vehicles and commercial vehicles up to 3.5 tonnes - £150
* Commercial vehicles over 3.5 tonnes - £250
  1. **Vehicle Decommissioning**
     1. The Supplier shall ensure that liveried vehicles are appropriately, decommissioned and disposed of in such a way as to be unidentifiable to their former function and therefore unable to be used for unauthorised or terrorist activity.
  2. **Managing the Buyer’s Account**
     1. **Contract Management**
        1. The Supplier shall manage the Buyer’s Call-Off Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
        2. The Supplier shall ensure that all relevant documentation relating to the Buyer’s fleet operations are maintained and updated at all times.
        3. The Supplier shall provide a Helpdesk and/or online support facility for supporting the Buyer with queries or complaints regarding the services provided under the Call-Off Contract. Unless agreed with the Buyer, this shall be available from 9am to 5pm, Monday to Friday and exclude bank holidays.
        4. The Supplier shall ensure that the Helpdesk telephone number is Freephone or does not charge users more than a basic rate, local rate or national rate telephone number.
        5. When requested by the Buyer, the Supplier shall provide support to identify and recommend effective and innovative ways of working in order to improve the Buyer’s management of their fleet. This may include, but is not limited to:
* changing processes to be more efficient or effective;
* identifying opportunities to educate drivers with the aim of improving driver behaviour;
* sharing best practice and lessons learned; and
* monitoring the mileage of the Buyer’s vehicles and making recommendations which may include, but are not limited to, re-utilisation of the Buyer’s vehicles, contract term variation and/or contract mileage variation.
  + - 1. If the Supplier identifies that a vehicle lease is forecast to exceed its contracted mileage limit by 20% or more by the end of the contract term, and the Buyer confirms that the pattern of usage will continue, the Supplier may impose a variation to the Buyer’s Lease Contract Terms for the remaining period based on the revised forecast.  This may include a variation to the Rental Payments as agreed with the Buyer.
      2. The Supplier shall ensure that they have processes in place to maintain consistent levels of service during periods of peak demand.
    1. **Fines, Penalties and Charges**
       1. The Supplier shall provide a payment solution and process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority.
       2. Where the Buyer and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Buyer or driver as appropriate.
       3. The Supplier may charge an administration fee for managing the payment solution as set out in Framework Schedule 3 (Framework Prices).
       4. The Supplier shall be responsible for the payment and resolution of fines when incurred by personnel driving a vehicle on behalf of the Supplier and/or Subcontractor.
    2. **Management Information** 
       1. The Supplier shall provide Management Information to Buyers in accordance with the terms in each Call-Off Contract.
    3. **Data Management** 
       1. The Supplier acknowledges that Joint Schedule 11 (Processing Data) applies to the processing of personal data under this Framework Contract.
       2. The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.
       3. The Supplier shall ensure that all data is held securely for the duration of the Call-Off Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Call-Off Contract or for a period agreed as part of the Call-Off Contract.
       4. The Supplier shall ensure that a suitable back-up system for data is in place to support the Buyer’s business continuity and audit requirements.

**Desirable Deliverables**

* 1. **Fleet Management Services**
     1. The Supplier shall provide fleet management services to the Buyer to ensure that optimum efficiencies in the operation of the Buyer’s fleet are obtained.
     2. The Supplier acknowledges and agrees that when entering into a Call-Off Contract with a Buyer to deliver fleet management services under Lot 1 and Lots 2a and 2b of this Framework Contract, the mandatory and desirable clauses described in Lot 3 of this Framework Contract will apply with the exception of Clause 4.26 (Sale and Leaseback).
     3. The Supplier’s Account Manager shall work proactively with the Buyer with the aim of delivering continuous improvement across the Buyer’s fleet. This may include, but is not limited to, working with Buyer to:
* develop strategies and initiatives to secure cost savings
* deliver efficiencies relating to the optimisation of the Buyer’s fleet operation, fleet profile or the procedures in place to manage the Buyer’s account
* improve environmental efficiencies such as reducing the Buyer’s carbon footprint or supporting the transition to low emission vehicles
* support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)
  1. **Sale and Leaseback and Other Funding Methods**
     1. The Supplier shall provide a sale and lease back service when requested by the Buyer.
  2. **Supplementary Vehicle Rental Solutions** 
     1. The Supplier shall provide supplementary vehicle rental solutions when requested by the Buyer.
  3. **Salary Sacrifice Car Schemes (Lot 1 only)** 
     1. The Supplier shall provide a salary sacrifice car scheme when requested by the Buyer.
     2. The Supplier shall:
* ensure that the scheme is fully compliant with all applicable legislation
* provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to,
  + termination of employment through resignation, redundancy or retirement
  + death in service
  + long term sickness
  + maternity, paternity and adoption leave
* include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
* work proactively with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract.
  1. **Alternative Schemes**
     1. The Supplier shall provide alternative schemes, which may include but are not limited to the provision of Net Deduction Schemes, when requested by the Buyer or where these provide better value for the Employee User.
     2. The Supplier shall:
* ensure that the scheme is fully compliant with all applicable legislation
* provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to:
  + termination of employment through resignation, redundancy or retirement
  + death in service
  + long term sickness
  + maternity, paternity and adoption leave
* include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
* work proactively with the Buyer to market and promote the scheme throughout the life of the Call-Off Contract.
  1. **Management of private user schemes (Lot 1 only)**
     1. The Supplier shall undertake the management of private user schemes when requested by the Buyer.
     2. The Supplier shall manage the process for, or provide support to, the Buyer in the provision of all relevant information relating to the submission of P46 (car) and P11D forms to HM Revenue and Customs (HMRC).
  2. **Enhanced Security**
     1. Where the Buyer requires enhanced security in addition to the security requirements detailed in the Core Terms Clause 14 “Data Protection” and Clause 15 “What you must keep confidential”, this will be detailed as part of the Call-Off Contract.
     2. This may include, but is not limited, to the requirement to keep the Buyer’s details anonymous and in some cases adopting a pseudonym for use by the Supplier and their subcontractors in order to protect the identity of the vehicles and their drivers.
     3. The Supplier shall ensure all enhanced security requirements apply to the Supplier, their subcontractors and agents.
     4. The Supplier shall comply with the Buyer’s personnel vetting policy and standard operating procedures.
     5. The Supplier shall provide a list of personnel who will access the Buyer’s data and are involved in the delivery of the services to the Buyer, including third parties.
     6. The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to the Buyer’s data and/or vehicles upon satisfactory vetting clearance from the Buyer.
     7. 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 Buyer’s enhanced security requirements when in temporary possession of the Buyer’s vehicles and any other asset requiring this level of security.
  3. **Fleet Optimisation** 
     1. The Supplier shall provide advisory services when requested by the Buyer. This may include, but is not limited to:
* optimisation of the Buyer’s fleet in relation to financial and operational performance
* transition of the Buyers fleet to electric or other low emission fuel types
* development of the Buyer’s Fleet Policy in order to meet policy goals and government targets for future legislative standards
  1. **Fuel Card Management**
     1. The Supplier shall implement a process for the management of the Buyer fuel cards when requested by the Buyer. This includes but is not limited to:
        + liaison with fuel card suppliers to ensure effective operation of the fuel card scheme
        + cancellation of cards with the fuel card supplier immediately upon notification of loss or theft
        + issue of new and replacement cards to the driver
  2. **Telematics**
     1. When requested by the Buyer, the Supplier shall facilitate the provision of a telematics system for the Buyer’s fleet.
     2. The Supplier acknowledges and agrees that should the Buyer require their own telematics system to be installed into the vehicles, all installation and removal of equipment will be carried out within the provisions set out by the Supplier.
  3. **Electric Vehicle Charging and Supplementary Services**
     1. The Supplier shall facilitate the supply of electric vehicle charging equipment when requested by the Buyer. This may include, but is not limited to, the supply and installation of the charging equipment and ancillary products such as charging cables.
     2. When requested by the Buyer, the Supplier may provide supplementary services which support the operation of alternatively fuelled vehicles.
  4. **Supply and/or Use of Leased Vehicles outside of the UK**
     1. The Supplier shall provide the Contract Hire of vehicles with or without maintenance at any geographical location when requested by the Buyer.
     2. The Supplier shall allow vehicles to be taken outside of the UK mainland when requested by the Buyer, in accordance with the requirements set out in Framework Schedule 22 (Lease Terms).
  5. **Data hosting** 
     1. When requested by the Buyer, the Supplier must ensure that the Buyer’s data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US were covered by Privacy Shield.
  6. **Gain Share**
     1. The Supplier acknowledges and agrees that the Buyer may require a commercial model to financially incentivise the Supplier to reduce the overall costs of operating their fleet, whilst maintaining or improving the operational performance to be developed.
     2. The Buyer may require a methodology to be developed and agreed with the Supplier as part of their Call-Off Contract.
  7. **Consolidated Invoicing**
     1. The Supplier shall provide consolidated invoicing where required by the Buyer. The Buyer’s exact requirements will be specified as part of their Call-Off competition.

# Deliverables for Lot 3 – Independent Fleet Management Services

A summary of the scope of Lot 3 is outlined in paragraph 2.2. The mandatory Deliverables for Lot 3 are described below in sections 4.1 to 4.20 and the desirable Deliverables are described in sections 4.21 to 4.32.

**Mandatory Deliverables**

* 1. **Supply of Fleet Management Services**
     1. The Supplier shall provide fleet management services to the Buyer. These services:
        + cover the full lifecycle of the vehicle from acquisition to disposal
        + ensure that the Buyer’s operational fleet is managed efficiently and effectively, both in terms of costs and operational delivery.
        + ensure that the Buyer’s fleet complies with legislation relating to the operation of their vehicles and duty of care
        + effectively manages the risks associated with the fleet management services
        + seeks to optimise the operational efficiency of the Buyer’s fleet
        + support the transition of the Buyer’s fleet to zero emission vehicles in line with Government policy and targets
     2. The Supplier shall provide the services as specified in the Buyer’s Call-off Contract. These services may include, but are not limited to:
        + vehicle acquisition and disposal/remarketing
        + Service, Maintenance and Repair (SMR)
        + accident management
        + driver training
        + fleet benchmarking
        + grey fleet management
        + fuel and fuel cards
        + risk management
     3. The Supplier shall manage the Buyer’s existing owned and leased fleet vehicles when requested and agreed as part of the Call-Off Contract.
     4. The Supplier shall undertake supply chain management throughout the duration of the Buyer’s Call-Contract to ensure that continuity of supply is maintained, and any specified KPI’s in the Call-Off Contract, and industry quality standards.
     5. The Supplier shall liaise with the Buyer’s incoming or legacy fleet supplier where required, in order to coordinate service delivery, transition services or in the action of any other relevant fleet activity.
     6. The Supplier agrees that any other terms or conditions (whether or not consistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or documentation submitted by the Supplier, which is not part of the Framework Contract or is elsewhere implied by custom, practice or course of dealing does not apply.
  2. **Vehicle Sourcing and Acquisition**
     1. When acquiring vehicles, the Supplier shall source the Buyer’s requirements as follows:
* **Leased Vehicles** using Lots 1 and 2a and 2b of this Framework Agreement as an independent fleet management provider, unless better value from alternative sources can be demonstrated.
* **Purchased Vehicles** from the RM6244 Purchase of Standard and Specialist Vehicles framework or any other subsequent commercial arrangements unless better value from alternative sources can be demonstrated.
* **Hired and Flexible Rental Vehicles** from the RM6265 Vehicle Hire framework or any other subsequent commercial arrangements unless better value from alternative sources can be demonstrated.
  + 1. **Vehicle Orders**
       1. The Supplier acknowledges and agrees that the Buyer may obtain their own vehicle quotations from the CCS Fleet Portal, place their own orders and then pass the subsequent vehicle management to the Supplier.
       2. The Supplier shall cooperate with the Buyer’s other suppliers in all aspects of the sourcing requirement in order to provide full visibility to the Buyer.
       3. The Supplier shall ensure that they have a process in place for receiving, checking, amending and confirming orders received from the Buyer.
       4. The Supplier shall provide updates on the progress of the order at a frequency agreed with the Buyer when the order is placed.
       5. The Supplier shall ensure that any additional costs that have been identified, due to an order amendment will be communicated to the Buyer.
       6. The Supplier shall ensure that any manufacturer price decreases during the quotation period are passed to the Buyer in full.
  1. **Delivery of Vehicles**
     1. The Supplier shall deliver vehicles to any address within the UK, as specified in the Order
     2. The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Order.
     3. The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.
     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.
     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.
     6. The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:
        + vehicle handbook or equivalent;
        + two sets of keys;
        + service log book or access to an equivalent electronic mechanism;
        + driver information pack including, but not limited to, the driver Support Services contact number as outlined in 4.5.6; and
        + safety pack including, but not limited to, a warning triangle and high visibility jacket.
     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;
        + sufficient fuel or battery charge for electric vehicles to travel 40 miles
        + the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
        + without defects
     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 or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
        + providing a hard or electronic copy of the delivery sheet to the Buyer.
  2. **Vehicle Off-hiring**
     1. The Supplier shall ensure that the lease provider collects the vehicle from the agreed collection point at the expiry or termination of the Lease Period within five (5) Working Days after the expiry or termination of the Lease Period, and at the lease provider’s cost.
     2. The Supplier shall manage the return process for any vehicles that have been leased through a third party.
     3. The Supplier shall ensure that processes are in place to certify any additional costs to the Buyer as a result of the de-fleeting process.
     4. The Supplier shall ensure that any additional costs are appropriately challenged and validated in order to secure best value for the Buyer.
  3. **Service, Maintenance and Repair (SMR) – SMR included in the Lease**
     1. The Supplier shall source a vehicle with SMR included in the lease via Lot 1 or Lot 2a or 2b of this agreement and in accordance with the Buyer’s requirements, when requested by the Buyer.
     2. The Supplier shall:
        + proactively manage the routine servicing, planned maintenance and reactive mechanical repairs for the Buyer’s fleet, and any other additional services required
        + to maintain operational effectiveness and ensure that vehicles are roadworthy
        + facilitate the provision of SMR for leased vehicles with the lease provider
        + ensure conformance to safety and legal requirements and the Buyer’s Fleet Policy, including the management of MOTs and other regulatory testing
        + proactively minimise downtime and optimise vehicle availability
     3. The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Buyer upon request.
     4. The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
        + direct with a dealer
        + direct through a dedicated service helpline
        + online system or mobile applications
     5. 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 SMR related costs represent best value for money for the Buyer.
     6. 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. **Warranty and Post-Warranty Repairs**
        1. The Supplier shall pursue all warranty and post-warranty claims relating to the vehicles on behalf of the Buyer.
        2. The Supplier shall ensure that SMR coverage is provided at the most appropriate and cost effective locations in relation to the Buyer’s requirements and that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.
        3. The Supplier shall ensure that all repairs are undertaken by a network of repairing agents and fully comply with recognised industry standards.
        4. The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that both direct and related SMR costs represent best value for money for the Buyer.
        5. The Supplier shall investigate any maintenance, repair or invoice that is not to the Buyer’s satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
        6. The Supplier shall ensure that specialist maintenance services are provided, such as overnight availability, where required by the Buyer.
        7. The Supplier shall ensure that the Buyer is notified in the event of driver error, misuse, or other behaviour which has resulted in repairs being required to be made to a vehicle.
     8. **Courtesy Vehicles**
        1. The Supplier shall ensure that a courtesy vehicle is provided in the event of pre-arranged routine service, maintenance and repair where the Buyer has provided 14 calendar days’ notice of the requirement.
     9. **Relief Vehicles**
        1. When the Buyer has included the requirement for a relief vehicle as part of the lease or the fleet management contract, the Supplier shall ensure that a replacement vehicle is made available to the Buyer in the event of unplanned maintenance or repair.
        2. Where the Buyer has not included a relief vehicle as part of the lease or the fleet management contract, the Supplier shall ensure that a daily rental vehicle is provided, at a cost to be agreed with the Buyer.
     10. **Tyres**
         1. The lease provider is 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 Buyer and/or driver. The Supplier shall notify the Buyer of any exceptions that will result in additional costs.
     11. **MOT Management**
         1. The Supplier shall provide the Buyer with an effective and efficient process for the management of the renewal of MOT’s in order to minimise vehicle downtime.
         2. The Supplier shall provide sufficient notification and reminders to the Buyer prior to the MOT due date to enable arrangements for vehicle testing to be made.
         3. The Supplier shall provide a reminder to the Buyer 48 hours prior to the vehicle’s MOT scheduled due date, if the vehicle does not have a MOT booked.
         4. The Supplier shall provide immediate notification to the Buyer of any vehicles without a valid MOT in place.
         5. The Supplier shall provide immediate notification to the Buyer of any vehicles which have failed an MOT test and the required remedial and retest requirements.
  4. **Service, Maintenance and Repair (SMR) – SMR not included in the Lease**
     1. The Supplier shall source a vehicle without SMR included in the lease via Lot 1 or Lot 2a or 2b of this agreement and in accordance with the Buyer’s requirements, when requested by the Buyer.
     2. The Supplier shall ensure that the Buyer has the option to utilise the lease provider’s support network, or the Supplier’s own support network, when necessary, utilising negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.
     3. When requested by the Buyer, the Supplier shall develop and implement appropriate plans and schedules for the Buyer’s leased fleet either directly or via a subcontractor.
  5. **Service, Maintenance and Repair (SMR) – SMR required for the Buyer’s owned fleet** 
     1. The Supplier shall deliver a programme of SMR in accordance with the Buyer’s specification, ensuring that all activities undertaken meet the Buyer’s fleet policy and comply with legislative requirements.
     2. The Supplier shall ensure that the Buyer has the option to utilise the Supplier’s own support network, when necessary, utilising negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.
     3. The Supplier shall develop and implement appropriate plans and schedules for the Buyer’s owned fleet either directly or via a subcontractor.
  6. **Breakdown, Roadside Assistance and Recovery Services**
     1. The Supplier shall provide services for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year). This shall include, but is not limited to:
        + services at the Buyer or driver’s home address
        + roadside assistance within the UK including the vehicle being towed to a garage if it cannot be fixed at the roadside
        + national recovery where the vehicle and load will be towed to a location specified by the Buyer within the UK
        + assistance to passengers in order to enable them to complete their onward journey or to an identified location within the UK
     2. The Supplier or their nominated sub-contractor shall attend breakdowns of standard specification vehicles under 3.5 tonnes within 2 (two) hours from the initial request, unless otherwise agreed with the Buyer.
     3. The recovery and breakdown repair services for converted vehicles, vehicles with special requirements, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.
     4. The Supplier shall provide the Buyer with a vehicle recovery and breakdown service overseas, as part of European breakdown cover.
  7. **Downtime Management**
     1. The Supplier shall ensure that vehicle downtime is minimised and proactively managed to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle. This applies to all aspects of the management of the Buyer’s fleet, including when vehicles are receiving SMR services.
     2. The Supplier shall notify the Buyer in the event that a vehicle is to be retained beyond its anticipated downtime. The Supplier shall ensure that the delays are:
        + communicated to the Buyer
        + minimised and proactively managed to reduce the impact to the Buyer and/or the driver of the vehicle
  8. **Vehicle Movement and Distribution**
     1. The Supplier shall relocate a vehicle to a specified geographical location at the Buyer’s request.
     2. The Supplier shall ensure that the vehicle is collected within 48 hours of the Buyer’s request and delivered to the specified destination the following working day, or as agreed with the Buyer.
     3. The Supplier shall carry out vehicle inspections to ensure the vehicle is in a roadworthy condition prior to transportation when requested by the Buyer.
     4. The Supplier shall transport vehicles using their own insurance provisions and shall be liable for any damage incurred during the transportation. The Supplier shall provide fleet management services to the Buyer to ensure that optimum efficiencies in the operation of the Buyer’s fleet are obtained.
  9. **Vehicle Disposal and Decommissioning**
     1. The Supplier shall provide a disposal service for any of the Buyer’s vehicles that have been outright purchased when requested by the Buyer.
     2. The Supplier shall ensure that liveried vehicles are appropriately, decommissioned and disposed of in such a way as to be unidentifiable to their former function and therefore unable to be used for unauthorised or terrorist activity.
     3. The Supplier shall ensure that a vehicle is removed from their fleet management system and charges are immediately adjusted once notification of vehicle disposal has been received.
     4. The Supplier shall ensure that all vehicles are disposed of in the most effective manner to maximise revenue.
     5. The Supplier shall return any funds received from the disposal of a vehicle to the Buyer within 5 working days via an agreed method of payment, unless otherwise agreed with the Buyer.
     6. The Supplier shall retain records relating to the disposal of all vehicles and make these available to the Buyer upon request.
  10. **Condition and Damage** 
      1. The Supplier shall undertake effective cost control and ensure that damage costs, including end of contract damage charges, are validated in line with the British vehicle Rental and Leasing Association (BVRLA) guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <https://www.bvrla.co.uk/guidance/fair-wear-tear.html>
      2. The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at call-off.
      3. The Supplier shall ensure that there is a process in place to inform the Buyer 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 Buyer.
  11. **Accident and Claims Management**
      1. The Supplier shall provide an accident and claims management service for vehicles when requested by the Buyer.
      2. The Supplier acknowledges and agrees that the accident and claims management service may extend to vehicles that are outside the scope of vehicles under fleet management such as those being leased from a third party or on daily rental by the Buyer.
      3. The Supplier shall provide a full uninsured loss recovery service where requested by the Buyer. This service should include, but is not limited to, the management of all aspects of the claim including the recovery of repair, replacement vehicle and administration costs from third parties to full resolution.
      4. The Supplier shall provide a detailed breakdown of the accident and claims management process to the Buyer.
      5. 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 Buyer or a third party
      6. The Supplier shall provide a solution that ensures that the security requirements for covert vehicles and/or their drivers are addressed when required by the Buyer.
      7. The Supplier shall provide a free telephone service 24 hours a day, 365 days a year with sufficient capacity to handle, manage and prioritise calls from drivers.
      8. The Supplier shall provide an online facility for the reporting of accident damage and claims.
      9. The Supplier shall liaise with the Buyer’s insurer or nominated representative at all times and undertake all administration tasks associated with the progression of the claim and repair process in a timely manner to ensure that vehicle downtime is minimised.
      10. The Supplier shall ensure that third party costs are minimised and at all times endeavour to mitigate the risks to the Buyer, including the use of systems to monitor cost control.
      11. The Supplier shall use an approved network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards, for example British Standards Institute (BSI) PAS125.
      12. Following an incident where the vehicle is still in a drivable condition, the Supplier shall ensure that:
          + an estimate to rectify any damage is undertaken by an approved repairer;
          + arrangements for the repairer to contact the Buyer and/or driver within 24 hours of the accident being reported to the Supplier to undertake an estimate are made.
      13. Following an incident where the vehicle is not in a drivable condition, the Supplier shall ensure:
          + the safe recovery of the driver and any passengers to their preferred destination; or
          + the provision of a replacement vehicle for up to 48 hours at no cost to the Buyer.
      14. The Supplier shall investigate any repair that is not to the Buyer’s satisfaction and arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
      15. The Supplier acknowledges and agrees that the period of time relating to when a vehicle is declared a total loss will be determined by the Buyer in line with their own policy or their insurer’s terms and conditions.
      16. The Supplier shall notify the Buyer immediately if the cause of an accident is due to a fault in the vehicle and inform the Buyer of any further action required to ensure the safety of other vehicles in the Buyer’s fleet.
      17. The Supplier shall ensure that any claim from a vehicle hire company is validated and processed within 30 calendar days of receipt in order to avoid any additional charges to the Buyer.
      18. The Supplier shall ensure that, in the event of an accident, relief vehicles are provided and managed where the Buyer has included this as part of their service requirements.
      19. The Supplier shall provide a range of reports to the Buyer which provide:
          + information at an individual incident level;
          + uninsured loss recovery;
          + an overview of the Buyer’s accident and claims history;
          + areas for investigation and/or intervention by the Buyer.
  12. **Insurance Management**
      1. When requested by the Buyer, the Supplier shall manage all processes and procedures to ensure that vehicles are fully insured at all times.
      2. The Supplier shall maintain all records relating to insurance certification when requested by the Buyer.
      3. The Supplier shall manage the Motor Insurance Database (MID) on behalf of the Buyer when vehicles are on hire or lease in excess of 14 continuous calendar days.
  13. **Vehicle Theft**
      1. In the event that a vehicle is reported stolen, the Supplier shall notify the necessary parties which includes, but is not limited to, the Buyer’s insurer or nominated representative, lease supplier, DVLA and MIAFTR.
      2. The Supplier shall liaise with the Buyer’s insurer or nominated representative until a full resolution is achieved. The Supplier shall notify the Buyer or lease supplier of any agreed settlement figure within 48 hours of the agreement being reached.
      3. The Supplier acknowledges and agrees that the period of time relating to when a stolen vehicle is declared a total loss will be determined by the Buyer in line with their own policy or their insurer’s terms and conditions.
      4. In the event that a vehicle is reported stolen, the Supplier shall:
         + notify the relevant insurer, driver and vehicle Licencing Agency (DVLA) and the Motor Insurance Anti-Fraud Theft Register (MIAFTR)
         + manage the claims process to its conclusion where required by the Buyer
  14. **Fines, Penalties and Charges**
      1. The Supplier shall provide a payment solution and process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority.
      2. Where the Buyer and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Buyer or driver as appropriate.
      3. The Supplier may charge an administration fee for managing the payment solution as set out in Framework Schedule 3 (Framework Prices).
      4. The Supplier shall be responsible for the payment and resolution of fines when incurred by personnel driving a vehicle on behalf of the Supplier and/or Subcontractor.
  15. **Fuel Card Management**
      1. The Supplier shall implement a process for the management of the Buyer fuel cards when requested by the Buyer. This includes but is not limited to:
         + liaison with fuel card suppliers to ensure effective operation of the fuel card scheme;
         + cancellation of cards with the fuel card supplier immediately upon notification of loss or theft;
         + issue of new and replacement cards to the driver.
  16. **Fleet Management System**
      1. The Supplier shall provide the Buyer with access to information regarding the operation of their fleet through an online management system.
      2. The Supplier shall ensure that all applicable data in relation to the Buyer’s fleet is populated on the system. This includes, but is not limited to, information provided by third party suppliers.
      3. The Supplier shall ensure that the operation of the system is fully tested prior to the commencement of the services to be provided to the Buyer.
      4. The Supplier shall provide full training to the Buyer on the use of the Fleet Management System.
      5. The Supplier shall ensure that all data held within the system is held securely and complies with GDPR requirements as set out in Joint Schedule 11 (Processing Data).
      6. The Supplier shall ensure that access to the Fleet Management System is restricted to named individuals from the Buyer.
      7. The Supplier shall ensure that access to the Fleet Management System is available at all times.
      8. The Supplier shall ensure that no less than 48 hours’ notice is provided to the Buyer in the event that scheduled maintenance or any other requirement will prevent access to the system.
      9. The Supplier shall provide a Fleet Management System support service to the Buyer.
      10. The Supplier shall provide appropriately encrypted reports offline to the Buyer in the event that access to the Fleet Management System is unavailable due to technical or security issues.
  17. **Duty of Care and Risk Management**
      1. **Risk Management Strategy**
         1. When requested by the Buyer, the Supplier shall support the delivery of the Buyer’s risk management strategy in relation to their fleet, as agreed as part of the Call-Off Contract. This may include but is not limited to:
* advising the Buyer on their statutory obligations
* risk profiling of drivers to identify those that represent the lowest and highest risk
* supporting the Buyer to design and develop strategies, organisational policies and remedial activities to address identified risks
* developing and implementing robust systems, processes and procedures to ensure compliance with organisational policies
* supporting the Buyer with the development of employee guidance or other supporting materials
* undertaking or supporting regular audits of policy, processes, procedures and systems
* developing or contributing to the Buyer’s Strategy documentation
  + 1. **Driver Licence Checks**
       1. The Supplier shall undertake driver licence checks when requested by the Buyer as part of the Call-Off Contract. This shall include, but is not limited to:
* implementing a process for the regular checking of driver licences and their correct entitlement to drive at a frequency appropriate to the driver risk profile, industry best practice and/or the Buyer’s Fleet Policy
* ensuring that all legislative standards are met regarding informed consent from the employee and that the holding of driver licence data is held securely and complies with GDPR requirements as set out in Joint Schedule 11 (Processing Data).
* providing timely management information regarding driver licence compliance issues such as penalties and disqualifications
* providing an audit trail of all checks undertaken
  + 1. **Driver Training**
       1. The Supplier shall provide a programme of driver training when requested by the Buyer as part of the Call-Off Contract.
    2. **Grey Fleet Management**
       1. The Supplier shall provide an effective fleet management solution to support the Buyer to manage their grey fleet vehicles and drivers and comply with all relevant legislation. This may include, but is not limited to:
* mileage reporting
* managing and reporting driver and vehicle details
* vehicle excise duty (VED) renewal reminders
* insurance data capture
  1. **Managing the Buyers Account** 
     1. **Contract Management**
        1. The Supplier shall manage the Buyer’s Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
        2. The Supplier shall ensure that all relevant documentation relating to the Buyer’s fleet operation is maintained and updated at all times.
        3. The Supplier’s Account Manager shall work proactively and with the Buyer to develop strategies and initiatives to:
* secure cost savings
* determine more effective and innovative ways of working to deliver efficiencies relating to fleet operation, fleet profile or the procedures in place to manage the Buyer’s account
* improve environmental efficiencies
* support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)
  + - 1. The Supplier shall monitor the mileage of the Buyer’s vehicles and make recommendations’ which may include, but are not limited to, re-utilisation of the Buyer’s vehicles, contract term variation and/or contract mileage variation.
      2. If the Supplier identifies that a vehicle lease is forecast to exceed its contracted mileage limit by 20% or more by the end of the contract term, and the Buyer confirms that the pattern of usage will continue, the Supplier may impose a variation to the Buyer’s Lease Contract Terms for the remaining period based on the revised forecast. This may include a variation to the Rental Payments as agreed with the Buyer.
      3. The Supplier shall provide access to a Helpdesk and/or online support facility for supporting the Buyer with queries or complaints regarding the services provided under the Call-Off Contract. Unless agreed with the Buyer, this shall be available from 9am to 5pm, Monday to Friday and exclude bank holidays.
      4. The Supplier shall ensure that the Helpdesk telephone number is Freephone or does not charge users more than a basic rate, local rate or national rate telephone number.
      5. The Supplier shall ensure that they have clear processes in place to maintain consistent levels of service during periods of peak demand.
    1. **Management Information**
       1. The Supplier shall provide Management Information reports to the Buyer in accordance with the requirements specified in the Call-Off Contract/Order.
    2. **Benchmarking**
       1. The Supplier acknowledges and agrees that the Buyer may undertake independent benchmarking reviews of the prices for the Goods and/or Services supplied, as set out in Call-Off Schedule 16 (Benchmarking).
       2. The Supplier shall provide full transparency of their pricing for Goods and/or Services in order to support any benchmarking activity requested by the Buyer.
    3. **Implementation and Transition of Services**
       1. The Supplier shall produce an implementation plan when requested by the Buyer. This should include, but not be limited to:
* key activities and management of the implementation period of the contract;
* resources allocated by the Supplier.
  + - 1. The Supplier shall provide an exit plan prior to the end of the contract when requested by the Buyer. This should include, but not be limited to:
* how services and vehicles will be transitioned to a new Supplier;
* the provision of information regarding the existing fleet, processes and procedures and any other relevant information which are necessary to transition the service.
  + - 1. The Supplier shall work with the Buyer’s existing Suppliers and any other third parties in order to effect a seamless transition of service. This includes, but is not limited to:
* the validation and transition of existing fleet data;
* staff training on systems and processes.
  + 1. **Data Management** 
       1. The Supplier acknowledges that Joint Schedule 11 (Processing Data) applies to the processing of personal data under this Framework Contract.
       2. The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.
       3. The Supplier shall ensure that all data is held securely for the duration of the Call-Off Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Call-Off Contract or for a period agreed as part of the Call-Off Contract.
       4. The Supplier shall ensure that a suitable back-up system for data is in place to support the Buyer’s business continuity and audit requirements.

**Desirable Deliverables**

* 1. **Salary Sacrifice Car Schemes**
     1. The Supplier shall provide a salary sacrifice car scheme when requested by the Buyer.
     2. The Supplier shall:
* ensure that the scheme is fully compliant with all applicable legislation
* provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to,
  + termination of employment through resignation, redundancy or retirement
  + death in service
  + long term sickness
  + maternity, paternity and adoption leave
* include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
* work proactively with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract.
  1. **Alternative Schemes**
     1. The Supplier shall provide alternative schemes, which may include but are not limited to the provision of Net Deduction Schemes, when requested by the Buyer or where these provide better value for the Employee User.
     2. The Supplier shall:
* ensure that the scheme is fully compliant with all applicable legislation
* provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to:
  + termination of employment through resignation, redundancy or retirement
  + death in service
  + long term sickness
  + maternity, paternity and adoption leave
* include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
* work proactively with the Buyer to market and promote the scheme throughout the life of the Call-Off Contract.
  1. **Fleet Optimisation and Continuous Improvement**
     1. When requested by the Buyer, the Supplier shall work proactively with the Buyer with the aim of delivering continuous improvement across the Buyer’s fleet. This may include, but is not limited to, working with Buyer to
* develop strategies and initiatives to optimise the Buyer’s fleet in relation to financial and operational performance through audits, undertaking whole life cost and budget analysis, and benchmarking activities
* deliver efficiencies relating to the optimisation of the Buyer’s fleet operation, fleet profile or the procedures in place to manage the Buyer’s account
* improve environmental efficiencies such as reducing the Buyer’s carbon footprint or supporting the transition to low emission vehicles
* support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)
* reviewing vehicle specifications and providing technical support in the design, development or acquisition of converted or modified vehicles
* supporting the Buyer to review, develop or create their Fleet Policy in order to meet policy goals, government targets for future legislative standards
  1. **Enhanced Security**
     1. Where the Buyer requires enhanced security in addition to the security requirements detailed in the Core Terms Clause 14 “Data Protection” and Clause 15 “What you must keep confidential”, this will be detailed as part of the Call-Off Contract.
     2. This may include, but is not limited, to the requirement to keep the Buyer’s details anonymous and in some cases adopting a pseudonym for use by the Supplier and their subcontractors in order to protect the identity of the vehicles and their drivers.
     3. The Supplier shall ensure all enhanced security requirements apply to the Supplier, their Subcontractors and Agents.
     4. The Supplier shall comply with the Buyer’s personnel vetting policy and standard operating procedures.
     5. The Supplier shall provide a list of personnel who will access the Buyer’s data and are involved in the delivery of the services to the Buyer, including third parties.
     6. The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to the Buyer’s data and/or vehicles upon satisfactory vetting clearance from the Buyer.
     7. 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 Buyer’s enhanced security requirements when in temporary possession of the Buyer’s vehicles and any other asset requiring this level of security.
  2. **Private User Schemes**
     1. The Supplier shall undertake the management of private usage schemes when requested by the Buyer.
     2. The Supplier shall manage the process for or provide support to the Buyer in the provision of all relevant information relating to the submission of P46 (car) and P11D forms to HM Revenue and Customs (HMRC).
  3. **Sale and Leaseback**
     1. The Supplier shall facilitate and manage a sale and lease back service when requested by the Buyer.
  4. **Data hosting** 
     1. When requested by the Buyer, the Supplier must ensure that the Buyer’s data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US were covered by Privacy Shield.
  5. **Telematics**
     1. When requested by the Buyer, the Supplier shall facilitate the provision of a telematics systems for the Buyer’s fleet.
     2. The Supplier acknowledges and agrees that should the Buyer require their own telematics system to be installed into the vehicles, all installation and removal of equipment will be carried out within the provisions set out by the Supplier.
  6. **Electric Vehicle Charging and Supplementary Services**
     1. The Supplier shall facilitate the supply of electric vehicle charging equipment when requested by the Buyer. This may include, but is not limited to, the supply and installation of the charging equipment and ancillary products such as charging cables.
     2. When requested by the Buyer, the Supplier may provide supplementary services which support the operation of alternatively fuelled vehicles.
  7. **Gain Share**
     1. The Supplier acknowledges and agrees that the Buyer may require a commercial model to financially incentivise the Supplier to reduce the overall costs of operating their fleet, whilst maintaining or improving the operational performance to be developed.
     2. The Buyer may require a methodology to be developed and agreed with the Supplier as part of their Call-Off Contract.
  8. **Mobility as a Service (MaaS)**
     1. The provision of a full end to end MaaS solution is outside the scope of this agreement, however when requested by the Buyer, the Supplier shall participate in the Buyer’s Mobility as a Service (MaaS) programme. The Buyer’s requirements will be specified and agreed as part of the Call-Off Contract.
  9. **Consolidated Invoicing**
     1. The Supplier shall provide consolidated invoicing where required by the Buyer. The Buyer’s exact requirements will be specified as part of their Call-Off competition.

# Deliverables for Lot 4 – Salary Sacrifice Car Schemes

A summary of the scope of Lot 4 is outlined in paragraph 2.2. The mandatory Deliverables for Lot 4 are described below in sections 5.1 to 5.9 and the desirable Deliverables are described in sections 5.10 to 5.18.

**Mandatory Deliverables**

* 1. **Provision of Salary Sacrifice Car Schemes** 
     1. For the avoidance of doubt, for the purposes of Lot 4 the Buyer is the Authority entering into the Call-Off Contract with the Supplier for the Salary Sacrifice Car Scheme and the employees of the Buyer are defined as Employee Users.
     2. The Supplier shall ensure that the operation of their Salary Sacrifice schemes are fully compliant with all applicable legislation.
     3. The Supplier shall provide salary sacrifice car schemes to the Buyer and will manage the full lifecycle of the vehicle from acquisition to disposal.
     4. The Supplier shall implement schemes in line with the Buyer’s specified requirements.
     5. The Supplier shall support the Buyer to meet their organisational policy and environmental commitments, which may also include their obligations under the Government's Road to Zero targets.
     6. The Supplier shall implement Salary Sacrifice Car Schemes free of charge to the Buyer.
     7. The Supplier shall support the Ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure)).
     8. The Supplier shall work with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract.
     9. The Supplier shall ensure that the operation of their Salary Sacrifice schemes are fully compliant with all applicable legislation.
  2. **Web Based Portal**
     1. The Supplier shall provide a web based portal for employees to access the vehicles available via their salary sacrifice scheme.
     2. The Supplier shall ensure that the Portal is capable of hosting all Buyers and their employees, to access the salary sacrifice vehicles available within the Buyer’s individual salary sacrifice car scheme.
     3. The Supplier shall ensure that the Portal allows employees to only view vehicles which will not sacrifice their earnings below the National Minimum Wage.
     4. The Supplier shall configure the portal for each Buyer to allow employees to access vehicles that are only within the defined scope of Buyer’s scheme.
     5. The Supplier shall ensure that the web-based portal is compatible with Windows and Mac browsers, and will run on handheld iOS and Android devices unless otherwise specified and agreed with the Buyer.
     6. **Features and Functionality**
        1. The Supplier shall ensure the portal is available twenty four (24) hours a day, three hundred and sixty five, (365) days a year (366 days in a leap year).
        2. When requested by the Buyer, the Supplier shall allow different approaches for registering employees relative to the level of personnel data that the Buyer provides. This may include, but is not limited to:
* registering with only four data fields such as, forename, surname, staff number and work email address;
* registering with individuals staff number only;
* Single Sign On as agreed between the Buyer and Supplier;
* any other method agreed between the Buyer and Supplier;
  + - 1. The Supplier shall ensure that the system is secure and encrypted.
      2. The Supplier shall comply with any policies the Buyer may have in place regarding eligibility for the scheme. Where this is the case the system shall ensure that ineligible employees will not gain access.
      3. The Supplier shall grant access rights to the web-based portal to the Buyer’s authorised representatives and Employee Users with appropriate level of permissions and access, to be determined and agreed with the Buyer.
      4. The Supplier shall ensure that appropriate processes are implemented to ensure that employees registering as users on the system are verified employees of the Buyer.
      5. The Supplier shall ensure that user accounts are password protected.
      6. The Supplier shall provide the option for Employee Users to opt out of any marketing communications from the Supplier.
      7. The Supplier shall ensure the system provides capability to enter and amend details of Employee Users and their associated orders.
      8. The Supplier shall ensure the system is capable of displaying options so that they are easily visible and displayed in a way that makes options clear and easy to compare.
      9. The Supplier shall be capable of providing an audit trail to track the activity of Employee Users, when requested by the Buyer.
      10. The Supplier shall be capable of setting a limit on the number of vehicles per Employee User and eligible family members in accordance with the Buyer’s policy.
      11. The Supplier shall ensure that all relevant terms and conditions pursuant to the Salary Sacrifice agreement with the employee are clearly displayed on the Portal and that where any Salary Sacrifice contractual agreement is produced, a record is held for the life of the contractual agreement and for a period thereafter to be agreed with the Buyer.
      12. The Supplier shall ensure that all relevant documentation is readily available for the employee to view and/or print at nil cost and a copy must be available to the Buyer.
    1. **Implementation, maintenance and Upgrades**
       1. The Supplier shall ensure that scheduled maintenance which will affect the availability of the web-based portal is undertaken in a way that minimises disruption and downtime to Employee Users and the Buyer.
       2. The Supplier shall, if any supporting action is required by the Buyer to assist the Supplier with a system upgrade, provide full details of the required assistance at least 2 weeks in advance.
    2. **Vehicle Quotations**
       1. The Supplier shall ensure that all quotations generated by the Supplier remain valid for a minimum of 14 days, subject to manufacturer price increases.
       2. The Supplier shall ensure that any manufacturer price decreases during the quoting period are passed on to the Employee User.
       3. The Supplier shall ensure that all vehicle quotations include as a minimum the following information:
* Vehicle Make, model and derivative
* Salary Sacrifice Vehicle Contracted Period
* Annual contracted mileage
  + - 1. All vehicle quotation pricing should include the following:
* Road Fund Licence
* Routine Service and maintenance costs
* Replacement tyres due to wear and tear
* Vehicle insurance
* Accident Management
* Breakdown assistance and recovery
* MOT where required
  + 1. **Data Management** 
       1. The Supplier acknowledges that Joint Schedule 11 (Processing Data) applies to the processing of personal data under this Framework Contract.
       2. The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.
       3. The Supplier shall ensure that all data is held securely for the duration of the Call-Off Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Call-Off Contract or for a period agreed as part of the Call-Off Contract.
       4. The Supplier shall ensure that a suitable back-up system for data is in place to support the Buyer’s business continuity and audit requirements.
  1. **Vehicle Sourcing**
     1. The Supplier acknowledges and agrees that they will act as a Requesting Body[[2]](#footnote-2) for eligible Buyers in order to source vehicles from the RM6244 Purchase of Standard and Specialist Vehicle framework, the RM6268 Vehicle Lease, Fleet Management and Salary Sacrifice framework, or any subsequent commercial arrangements provided by Crown Commercial Service.
     2. When acting as a Requesting Body on behalf of a Buyer, the Supplier shall ensure that any discount realised by sourcing vehicles through the RM6244 Purchase of Standard and Specialist Vehicle framework or Lot 1 of the RM6268 Vehicle Lease framework is passed in full to the Buyer. The Supplier acknowledges and agrees to provide evidence to the Buyer and/or CCS if requested.
  2. **Vehicle Orders**
     1. For the avoidance of doubt, each vehicle Order survives the expiration or termination of the Framework Contract.
     2. The Supplier shall ensure that all vehicles are brand new and unused, other than for delivery mileage, unless otherwise specified by the Buyer.
     3. The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive ("RHD") unless otherwise specified by the Buyer.
     4. The Supplier shall ensure that it has a process in place for receiving, checking, amending and confirming orders.
     5. The Supplier shall provide updates on the progress of the order at a frequency agreed with the Buyer, when the order is placed.
     6. The Supplier shall ensure that any additional costs that have been identified, due to an order amendment will be communicated to the Buyer.
     7. The Supplier shall ensure that any manufacturer price decreases during the quotation period are passed to the Buyer in full.
  3. **Delivery of Vehicles** 
     1. The Supplier shall ensure that all vehicles are delivered safely and securely supplied in accordance with the requirements specified in the Order.
     2. The Supplier shall ensure that pre-delivery inspections are carried out on all vehicles supplied.
     3. The Supplier shall ensure that the following are provided to the employee at the point of delivery:
* vehicle handbook or equivalent;
* two sets of keys;
* service log book or access to an equivalent electronic mechanism;
* driver information pack, or access to an equivalent mechanism, including but not limited to, the driver support services contact number as outlined in 5.7.9;
  + 1. 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;
* sufficient fuel or battery charge for electric vehicles to travel 40 miles
* the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
* without defects
  + 1. 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 or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
* providing a hard or electronic copy of the delivery sheet to the Buyer.
  1. **Vehicle Insurance**
     1. The Supplier shall provide a fully comprehensive insurance cover with all vehicles unless otherwise agreed with the Buyer as part of the Call-Off Contract.
     2. The Supplier shall provide insurance cover for any additional named drivers when requested by the Buyer as part of the Call-Off Contract. Where this was agreed as part of the Call-Off Contract.
     3. The Supplier shall retain the right to refuse insurance cover for individuals identified as high risk, or fall outside of the scope of their insurance cover.
  2. **Service, Maintenance and Repair**
     1. The Supplier shall provide SMR encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.
     2. The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
* Direct with a dealer;
* Direct through a dedicated service helpline;
* Online system or mobile applications.
  + 1. 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 SMR related costs represent best value for money for the Buyer.
    2. Where the vehicle is being maintained and/or repaired the Supplier shall notify the Buyer of any expected downtime of a vehicle.
    3. 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 Buyer and/or driver.
    4. The Supplier shall replace tyres once the tread has reached a minimum of 2mm.
    5. The Supplier shall provide sufficient notification and reminders to the Employee User prior to the MOT due date to enable arrangements for vehicle testing to be made.
    6. If a vehicle fails an MOT test, the Supplier shall engage with the Employee User to ensure that the required remedial and retest requirements are undertaken. The Supplier shall have a mechanism in place to inform the Buyer of any vehicles that do not have a valid MOT.
    7. 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.
  1. **Condition and Damage**
     1. The Supplier shall undertake effective cost control and ensure that both in-contract and end of contract damage costs are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) Fair Wear and Tear guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <http://www.bvrla.co.uk/>
     2. The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at Call-Off.
  2. **Managing the Buyer’s Account**
     1. **Contract Management**
        1. The Supplier shall manage the Buyer’s Call-Off Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
        2. The Supplier shall ensure that all relevant documentation relating to the Buyer’s account is maintained and updated at all times.
        3. The Supplier shall implement the appropriate processes for the prevention, detection and reporting of fraudulent activity.
        4. The Supplier shall provide a Helpdesk and/or online support facility for supporting the Buyer’s representatives and their drivers with queries or complaints regarding the services provided under the Call-Off Contract. Unless agreed with the Buyer, this shall be available from 9am to 5pm, Monday to Friday and exclude bank holidays.
        5. The Supplier shall ensure that the Helpdesk telephone number is Freephone or does not charge users more than a basic rate, local rate or national rate telephone number.
        6. The Supplier shall ensure that they have clear processes in place to maintain consistent levels of service during periods of peak demand.
        7. The Supplier shall work with the Buyer to determine more effective and innovative ways of working, when requested by the Buyer.
     2. **Fines, Penalties and Charges**
        1. The Supplier shall provide a process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority.
        2. Where the Buyer and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Buyer or driver as appropriate.
        3. The Supplier may charge an administration fee for managing the payment and recharges of fines, penalties and charges as set out in Framework Schedule 3 (Framework Prices).
     3. **Risk Mitigation Solutions**
        1. The Supplier shall provide risk mitigation solutions to cover lifestyle events that may occur during the Employee User’s lease contract period. This shall be provided as an option when requested by the Buyer as part of their Call-Off Contract.
        2. The specific coverage that is offered will be defined by the Supplier and could include, but is not limited to, the following options:
* termination of employment through resignation, redundancy or retirement
* death in service
* long term sickness
* maternity, paternity and adoption leave
  + 1. **Management Information**
       1. The Supplier shall provide Management Information to Buyers in accordance with the terms of each Call-Off Contract.
    2. **Salary Sacrifice Reductions, Deductions and Payroll**
       1. The Supplier shall liaise with Buyers and their respective payroll teams and HR teams in setting up processes for Salary Sacrifice reductions.
       2. The Supplier shall have processes and checks in place to ensure compliance with National Minimum Wage/National Living Wage and Lower Earnings Levels.
       3. The Supplier shall ensure the Buyer is aware of any new and current legislation on Salary Sacrifice and advise Buyers of its impact on the scheme.
       4. The Supplier shall notify the Buyer with a list of new employees joining the scheme and who will require Salary Sacrifice reductions to be implemented by the Buyer.
       5. The Supplier shall provide the Buyer with a schedule at the beginning of each month, or at a point in time agreed with Buyer at the Call-Off stage, shows the reductions and/or deductions that Employee Users are making from their salary on the specified month.
       6. The Supplier shall provide the Buyer with all information that they are required to provide to HMRC for P46 (Car), Full Payment Submission (FPS) or any other relevant returns.
       7. The Supplier acknowledges that the Buyer will be responsible for:
* approving vehicle orders
* setting up payroll reductions and deductions from Employee User’s pay
* annual P11D submissions
  + 1. **Marketing and Promotion of Salary Sacrifice and individual Schemes**
       1. The Supplier shall work proactively with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract. This shall be at no further cost to the Buyer.
       2. The Supplier shall advise Employee Users on the scope of Salary Sacrifice and any eligibility criteria that is applicable to the Buyer’s specific Salary Sacrifice Car Scheme.
       3. When requested by the Buyer, the Supplier shall use management information and customer feedback to assess uptake of the Salary Sacrifice Car Scheme in order to assist the Buyer in promoting the scheme to employees.
       4. The Supplier shall provide marketing materials designed to appeal to all groups of employees. This shall include information for new employees, guidance on how to use the Portal, the benefits that are available, eligibility criteria, and potential savings.

**Desirable Deliverables**

* 1. **Alternative Schemes**
     1. The Supplier shall provide alternative schemes, which may include but are not limited to the provision of Net Deduction Schemes, when requested by the Buyer or where these provide better value for the Employee User.
     2. The Supplier shall ensure that any alternative scheme complies with all relevant and applicable Mandatory Requirements listed within Lot 4.
  2. **Learner drivers**
     1. The Supplier shall provide the option for learner drivers to be included as eligible users or as named drivers when requested by the Buyer. This may be at an additional cost to the Employee User.
  3. **Electric Vehicle Charging and Supplementary Services**
     1. The Supplier shall facilitate the supply of electric vehicle charging equipment when requested by the Buyer, either directly as part of the Salary Sacrifice arrangement or via a third party arrangement where equipment is purchased directly by the Employee User. This may include, but is not limited to, the supply and installation of the charging equipment and ancillary products such as charging cables.
     2. When requested by the Buyer, the Supplier may provide supplementary services which support the operation of alternatively fuelled vehicles.
  4. **Novation**
     1. The Supplier shall facilitate the novation of individual Salary Sacrifice contracts when requested by the Buyer.
  5. **Data hosting** 
     1. When requested by the Buyer, the Supplier must ensure that the Buyer’s data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US were covered by Privacy Shield.
  6. **Pre-Contract Vehicles**
     1. The Supplier shall make available the option for a temporary pre-contract vehicle to be provided pending delivery of their ordered vehicle when requested by the Buyer and agreed as part of the Call-Off Contract.
  7. **Purchase of Salary Sacrifice Vehicle by the employee**
     1. The Supplier shall provide the option for the Employee User to purchase the Salary Sacrifice vehicle when requested.
  8. **Employment termination by the employee**
     1. The Supplier shall provide support to Employee Users who leave the employment of the Buyer to either return their vehicle, or purchase their vehicle, within the relevant timescales of the lease agreement.
  9. **Customer Administrator Web Portal Access**
     1. When requested by the Buyer, the Supplier shall ensure that the Portal has the capability to allow Buyers to allocate administrator roles. The scope of the role requirements will be defined and agreed by the Buyer and Supplier at the point of entering into the Call-Off Contract.

# Legislative and Policy Requirements for All Lots

**Mandatory requirements**

* 1. **Legislative Requirements**
     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 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>.

* + 1. 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:

[Guidelines for the Directive on the Promotion of Clean and Energy Efficient Road Transport Vehicles (Directive 2009/33/EC)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/852996/guidelines.pdf)

* + 1. The Supplier shall ensure that all vehicles produced and supplied pursuant to this Framework Contract conform to all applicable legislation.
  1. **Government Buying Standards** 
     1. The Supplier acknowledges and agrees that in leasing vehicles, central government Buyers are required to conform to the GBS for Transport and, as part of this, the Government Fleet Commitment to transition 25% of cars in central government department fleets to electric/ultra-low emissions (below 50g/km CO2) by 2022 and 100% of cars and vans to electric by 2027. 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>

* + 1. The Supplier shall assist the Buyer to comply with any new arrangements introduced, if at any point the GBS for Transport and/or Government Fleet Commitment are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements).
  1. **General Policy Requirements** 
     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.
     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
* the End-of-Life Vehicles Regulations 2003 (as amended) for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:  
  <https://www.legislation.gov.uk/uksi/2003/2635/contents>
  + 1. The Supplier is required to demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract including in the supply chain, in accordance with Joint Schedule 5 (Corporate Social Responsibility). This includes an understanding of the modern slavery risks and issues affecting the market, industry, sector or country (of origin or of source) relevant to the contract, and the workforce in the Supplier’s own organisation and those of its key sub-contractors.
  1. **Carbon Reduction plans** 
     1. In 2019 the UK Government amended the Climate Change Act 2008 by introducing a target of at least a 100% reduction in the net UK carbon account (i.e. reduction of greenhouse gas emissions, compared to 1990 levels) by 2050. This is otherwise known as the ‘Net Zero’ target.
     2. The Supplier shall work towards the development of Net Zero Carbon Reduction Plan (CRP) and shall evidence completion of a CRP to CCS within 12 months of the framework award date.
     3. The development and completion of a Carbon Reduction Plan (CRP) will form part of the Supplier’s Performance Indicators (PI’s) and will be monitored on a regular basis as part of CCS’s Supplier Relationship Management programme.
     4. For further information about Carbon Reduction Plans please refer to the recent [Procurement Policy Note (PPN) 06/21](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991622/PPN_0621_Taking_account_of_Carbon_Reduction_Plans__2_.pdf) (Taking Account of Carbon Reduction Plans in the Procurement of Major Government Contracts).
  2. **Sustainability**
     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, as detailed in Joint Schedule 5 (Corporate Social Responsibility).
     2. The Supplier shall reduce or continue to reduce the environmental impact of their operations throughout the term of this Framework Contract.
     3. The Supplier shall support the Buyer in meeting their obligations to the Greening Government Commitments, which are accessible via the following web link:

# [https://www.google.com/www.gov.uk/government/collections/greening-government-commitments](https://www.gov.uk/government/collections/greening-government-commitments)

* 1. **Social Value and Community Benefits**
     1. The Supplier acknowledges that the Public Services (Social Value) Act 2012 and Procurement Reform (Scotland) Act 2014 places a requirement on Buyers in the wider public sector (such as Local Authorities, NHS and Blue Light services) to consider:
* how the economic, environmental and social well-being of the relevant area may be improved by what is being procured and
* how, in conducting the procurement, they might act with a view to securing that improvement.
  + 1. In 2020, the [Procurement Policy Note (PPN) 06/20](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) was launched which embedded a new model to deliver social value through Central Government’s commercial activities. Central Government Buyers must use this Social Value Model to take account of the additional social benefits that can be achieved in the delivery of its contracts, using policy outcomes aligned with the government’s priorities.
    2. The scope of this Framework supports the delivery of social value and community benefits, both as part of the award of this Framework and at the point of Call-Off.
  1. **Delivering Social Value as part of the Framework Award**
     1. As part of the tender evaluation of the RM6268 framework, CCS have aligned with the requirements of the Social Value Model by identifying the Social Value priority themes for this procurement and an evaluation methodology for this equating to 10% of the overall marks available on a Pass/Fail basis. This means that all Suppliers on the RM6268 framework will have made a commitment to deliver Social Value as a condition of being awarded a place.
     2. CCS believes that signing up to the Driving for Better Business programme will enable Suppliers to contribute towards the following Social Value priority themes for this framework:
* **Covid-19 Recovery** - through the application of the Driving for Better Business Covid-19 Toolkit to help Suppliers plan for and implement the necessary changes in working practices.
* **Fighting Climate Change** - by adopting driving processes and working practices that reduce your organisational and individual driver’s carbon footprint.
* **Wellbeing** - by understanding the issues related to health and wellbeing and how they influence work-related road risk, and evidencing measures and policies put in place to improve driver behaviour in order to reduce the risk of accidents, injuries and deaths to drivers, passengers and pedestrians.
  + 1. Subscribing to the Driving for Better Business programme is just one way in which Suppliers can contribute to Social Value and CCS acknowledges that Suppliers may be undertaking other activities that contribute to the Social Value themes listed above as well as the Government’s wider themes.
    2. **Driving for Better Business**
* The Supplier shall be signed up to the Driving for Better Business programme at the point of Framework RM6268 going live on 16 May 2023. Subscription is free of charge and more information about the programme can be found via the following link: <https://www.drivingforbetterbusiness.com/>
* Driving for Better Business is a Highways England programme to raise awareness of the significant benefits that employers in both the private and public sectors can achieve from managing work-related driving; more effectively. The Driving for Better Business vision is “A world where those who use the roads for work do so safely, efficiently, and sustainably”.
* Progression through the Driving for Better Business accreditation stages will form part of the Supplier’s Key Performance Indicators and will be monitored on a regular basis as part of CCS’s Supplier Relationship Management programme.
  1. **Delivering Social Value as part of the Call-Off**
     1. Buyers may include Social Value as part of their award criteria for their Call-Off Contract. The 5 Social Value themes that Buyers may consider are:
* COVID-19 recovery
* Tackling economic inequality
* Fighting climate change
* Equal opportunity and
* Wellbeing
  + 1. Buyers may choose to use the most appropriate Social Value award criteria and sub-criteria related to their procurement as set out in Framework Schedule 7 (Call Off Award Procedure).
    2. Buyers can access further guidance on the application of the Social Value Model at: <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

1. Defined Terms - Joint Schedule 1 (Definitions) [↑](#footnote-ref-1)
2. Defined Terms - Joint Schedule 1 (Definitions) [↑](#footnote-ref-2)