**Framework Schedule 1 (Specification)**

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

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

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

The Deliverables and any Standards set out in clause 1 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Deliverables requirements for entering into a particular Call-Off Contract.

[Insert Framework Schedule 1 (Specification)]

**Framework Schedule 2 (Framework Tender)**

**[Insert** Supplier Framework Tender response**]**

**Framework Schedule 3 (Framework Charges)**

1. Pricing mechanism for the calculation of call-off Charges
   1. The Charges in respect of providing the Deliverables shall comprise only of:
      1. The MRP for a vehicle less the relevant Call-Off Contract Support Rates; and
      2. The Other Charges.
   2. The Charges shall include all costs and expenses relating to the provision of the Deliverables and no further amounts shall be payable by a Buyer to the Supplier in respect of such performance, including in respect of matters such as:
      1. any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Staff, network or data interchange costs or other telecommunications charges; or
      2. any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call-Off Contract.
2. Adjustment of Framework Contract Support Rates and Other Charges
   1. The Framework Contract Support Rates and Other Charges shall only be varied:
      1. due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Contract Support Rates and/or Other Charges in accordance with Clause 24.6 of the Core Terms; or
      2. where all or part of the Framework Contract Support Rates are reviewed and increased and/or where all or part of the Other Charges are reviewed and decreased;

in accordance with Paragraph 3 this Framework Schedule 3, Annual Assessment of Framework Contract Support Rates and Other charges; or

* + 1. where all or part of the Framework Contract Support Rates are reviewed and decreased and/or the Other Charges are reviewed and increased;

in accordance with the provisions of Paragraph 4 of this Framework Schedule 3, Supplier Request for an adjustment of the Framework Contract Support Rates and Other Charges.

* 1. Subject to Paragraph 2.1.1 of this Framework Schedule 3, the Framework Contract Support Rates and Other Charges will remain fixed for the first Contract Year.

1. Annual Assessment of Framework Contract Support Rates and Other Charges
   1. Before the end of each calendar year following the first anniversary of the Framework Contract, the Supplier and CCS shall assess the level of:
      1. Framework Contract Support Rates and agree whether to increase them, and the Other Charges and agree whether to decrease them.
2. Supplier request for an adjustment of the Framework Contract Support Rates and Other Charges
   1. **Annual Request**
      1. The Supplier may make an annual request for:
         1. a decrease in all or part of the Framework Contract Support Rates; and/or
         2. an increase in all or part of the Other Charges.
      2. Subject always to:
         1. the Supplier complying with Paragraph 4.2;
         2. the Supplier is only entitled to make one request under this Paragraph 4.1 in any calendar year;
         3. the Supplier's request under this Paragraph 4.1 shall be submitted in writing to the CCS at least one (1) month before the end of each calendar year; and
         4. the approval of CCS which shall be granted at the sole discretion of CCS.
   2. **Ad Hoc Requests**
      1. In exceptional circumstances, the Supplier may make ad hoc requests for:
         1. a decrease in all or part of the Framework Contract Support Rates; and/or
         2. an increase in all or part of the Other Charges.
      2. the Supplier is only entitled to make two (2) requests under this Paragraph 4.2 in any calendar year;
      3. the Supplier's request under this Paragraph 4.2 shall be submitted in writing to CCS at least one (1) month before the date when the Supplier proposes to introduce the changes; and
      4. the Approval of CCS which shall be granted at the sole discretion of CCS.
      5. To make a request under Paragraphs 4.1 or 4.2, the Supplier shall provide CCS with all information that CCS reasonably requires.
3. Implementation of adjusted Framework Contract Support Rates
   1. Variations in accordance with the provisions of this Framework Schedule 3 to all or part of the Framework Contract Support Rates and/or the Other Charges (as the case may be) shall be made by CCS to take effect:
      1. in accordance with Clause 24.6 of the Core Terms where an adjustment to the Framework Contract Support Rates and/or the Other Charges (as the case may be) is made in accordance with Paragraph 2.1.1 of this Framework Schedule 3;
      2. the date when the Parties agree to adjustments to the Framework Contract Support Rates and/or the Other Charges pursuant to Paragraph 3.1.1 of this Framework Schedule 3;
      3. the date specified by CCS upon Approval of any request to adjust the Framework Contract Support Rates and/or Other Charges (as the case may be) pursuant to Paragraph 4.1 or 4.2 of this Framework Schedule 3.
   2. The Supplier shall notify CCS when all or part of the Framework Contract Support Rates are increased, decreased or when a new or ‘facelifted’ vehicle or derivative is released, at the time the CCS fleet portal is updated. The Supplier shall provide the following information:
      1. details of the vehicle/s affected by the adjustment;
      2. the current and new Support Rates;
      3. the amount of increase or decrease; and
      4. details of the new or 'facelifted' vehicle or derivative and Support Rate.
4. Charges under Call-Off Contracts
   1. For the avoidance of doubt any change to the Framework Contract Support Rates and/or the Other Charges (as the case may be) implemented pursuant to this Framework Schedule 3, are made independently of, and, subject always to Paragraphs 1.1.1 and 1.1.2 of this Framework Schedule 3 and shall not affect the Call-Off Support Rates or Other Charges applicable to a Call-Off Contract in force at the time a change to the Framework Contract Support Rates and/or the Other Charges (as the case may be) is implemented.
   2. Any variation to the Call-Off Support Rates and/or the Other Charges (as the case may be) under a Call-Off Contract must be agreed between the Supplier and the relevant Buyer and implemented in accordance with the provisions applicable to the Call-Off Contract.
5. General Provisions
   1. The Supplier acknowledges and agrees that any discounts submitted in relation to a Further Competition Procedure held in accordance with Framework Schedule 7 (Call-Off Award Procedure) shall be equal to or higher than the Framework Contract Support Rates.
   2. The Supplier acknowledges and agrees that the Framework Contract Support Rates cannot be decreased during the Framework Period other than in accordance with this Framework Schedule 3.
   3. The Supplier warrants, represents and undertakes that the Framework Contract Support Rates shall not be lower than any discount that the Supplier applies to the MRP of equivalent goods and/or services sold (or agreed to be sold) to any Other Contracting Authority outside of the Framework Contract.
   4. For the avoidance of doubt, this paragraph does not apply:
      1. where the Other Buyers is receiving a vehicle via a Requesting Body in accordance with Schedule 10 Requesting Bodies; or
      2. the Support Rates specified in a Call Off Contract that are higher than the Framework Contract Support Rates.

**Annex 1: Supplier’s Charging Structure**

Table 1:

[Insert Supplier’s price model]

**Framework Schedule 4 (Framework Management)**

1. Definitions
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| Supplier Framework Manager | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; and |
| Supplier Review Meetings | 1. has the meaning given to it in Paragraph 3.2 of this Schedule. |

1. How CCS and the Supplier will work together
   1. The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.
   2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.
   3. This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.
2. Framework Management
   1. **Framework Management Structure**
      1. The Supplier shall provide a suitably qualified nominated contact (the "Supplier Framework Manager") who will take overall responsibility for delivering the Deliverables required within this Contract, as well as a suitably qualified deputy to act in their absence.
      2. The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.
      3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
      4. Following discussions between the Parties following the Framework Start Date, where requested by CCS, the Supplier shall produce and issue to CCS a draft Supplier Action Plan. CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two (2) weeks from receipt by the Supplier of the draft Supplier Action Plan.
      5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS’s notification.
      6. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
      7. The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
         1. D&B risk failure score monitoring;
         2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
         3. invoice payment performance; and
         4. verification of required accreditations & certifications.
      8. Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.8 (Partially ending and suspending the contract) of the Core Terms, for a period as decided by CCS.
   2. **Supplier Review Meetings**
      1. Regular performance review meetings will take place at CCS’s premises throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
      2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
      3. The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier Framework Manager.

[Guidance Note to bidders: for further information on Supplier Action Plans and Supplier’s management see the "Supplier Guidance on Supplier Management" published by CCS at:

<https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>]

1. **How the Supplier’s Performance will be measured**
   1. The Supplier’s performance will be measured by the following Performance Indicators (“PI”):

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Indicator (PI)** | | **PI Target** | **Measured by** |
| 1.1 | All Management Information returns to be returned to CCS by the 7th working day of each month | 100% accuracy in terms of completeness of income, timeliness | Confirmation of time of receipt by CCS (as evidenced within the CCS’s data warehouse (MISO) system) |
| 1.2 | All valid CCS invoices to be paid within 30 calendar days of issue | 100% Accuracy, timeliness | Confirmation of receipt and time of receipt by CCS (as evidenced within CCS’s CODA system) |
| 1.3 | Supplier self-audit certificate to be issued to CCS in accordance with the Framework Agreement | 100% Accuracy, timeliness | Confirmation of receipt and time of receipt by CCS |
| 1.4 | Actions identified in an Audit Report to be delivered by the dates set out in the Audit | 100% Accuracy, timeliness | Confirmation of receipt and time of receipt by CCS |

* 1. The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.
  2. CCS reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
  3. CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

1. **What the Supplier must do to measure their performance**
   1. The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
      1. tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly; and
      2. developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
   2. The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
   3. The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.
2. **What to do if CCS and the Buyer can’t agree about the performance** 
   1. In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
   2. In cases where CCS Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
3. **Marketing**
   1. The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.
   2. **How the Supplier must contribute to CCS publications**
      1. The Supplier shall supply current information relating to the Deliverables it offers for inclusion in CCS marketing materials when required by CCS from time to time.
      2. Such information shall be provided in such form and at such time as CCS may request.
      3. Failure to comply with the provisions of Paragraphs 7.2.1 and 7.2.2 may result in the Supplier's exclusion from the use of such marketing materials.
   3. **What Suppliers can say in its own publications**
      1. All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the CCS branding guidance at: [https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines](ttps://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines).
      2. The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
      3. The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
      4. The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.
4. **Where CCS might oversee parts of the Call-Off Contract**
   1. CCS shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following schedules (**"Supported Schedules"**) in each Call-Off Contract:

* Call-Off Schedule 3 (Continuous Improvement);
* Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
* Call-Off Schedule 9 (Security); and
* Call-Off Schedule 16 (Benchmarking).
  1. **How the Supplier must support CCS involvement**
     1. The Supplier shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:
* provision of information;
* allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify to the Supplier from time to time; and
* such other matters as CCS may notify to the Supplier from time to time.
  1. **Where CCS might manage the process for Buyers collectively** 
     1. In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:
        1. Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:
* adopt a policy of continuous improvement in relation to the Deliverables; and
* create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.
  + - 1. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
* create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
* notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Contracts.
  + - 1. Call-Off Schedule 9 (Security) - the Supplier shall:
* create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
* notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Contracts.
  + - 1. Call-Off Schedule 16 (Benchmarking)- the Supplier:
* shall notify CCS in the event that any bench marker is appoint in respect of any Call-Off Contract and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call-Off Contracts;
* shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible;
* agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Charges to Other Buyers (subject to the other party entering into reasonable confidentiality undertakings).

**Framework Schedule 5 (Management Charges and Information)**

1. **How to provide management information to CCS**
   1. The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
   2. The initial MI Reporting Template is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS. The Supplier shall include in the MI Reports and the volume of expenditure undertaken with SMEs by the Supplier and its Subcontractors in the delivery of this Contract and each Call-Off Contract.
2. **Reporting Periods**
   1. MI Reports must be completed (even where there are no transactions to report) and returned to CCS by the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call-Off Contracts have permanently ceased.
   2. The MI Report should report (among other things) on Orders received and transactions occurring during the Month to which it regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.
   3. If the Supplier discovers any errors in any reported Management Information then it will inform CCS and provide corrections in the next MI Report.
3. **Submitting the information**
   1. MI Reports shall be completed electronically and uploaded to the CCS Management Information System Online (MISO) available at: <https://miso.ccs.cabinetoffice.gov.uk/> in accordance with the instructions provided in MISO.
   2. CCS may (acting reasonably) require that MI Reports be submitted by an alternative means (such as email).
   3. The Supplier shall, where requested by CCS, supply Management Information to a Buyer as specified by CCS.
4. **How CCS can use the Management Information**
   1. The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
      1. use and to share with any Buyer, Other Contracting Authority and Relevant Person; and/or
      2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),
      3. any Management Information supplied to CCS for CCS’ normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
   2. CCS may consult with the Supplier to inform its decision to publish information however CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
5. **Paying the Management Charge**
   1. Following receipt of the completed MI Report CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.
   2. The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.
   3. The Supplier shall pay CCS the Management Charges (and other charges payable in accordance with this Schedule) in cleared funds within thirty (30) days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.
6. **What happens if the Management Information is wrong**
   1. Following an MI Failure CCS may issue reminders to the Supplier or require the Supplier to rectify it. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.
   2. **Meetings**
      1. The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures to ensure that the MI Failures are rectified and do not occur in the future as a supplement to the Management Charge.
   3. **Admin fees** 
      1. If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fees in respect of any MI Failures as they arise in subsequent Months.
      2. The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to supply Management Information as required by this Contract.
7. **What happens if the Management Charge isn’t paid**
   1. If two (2) MI Failures occur in any rolling six (6) Month period then an "**MI Default**" shall be deemed to have occurred and CCS shall be entitled to:
      1. charge and the Supplier shall pay an additional default management charge ("Default Management Charge") in respect of the Months in which the MI failure occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 7.2; and/or
      2. terminate this Contract.
   2. The Default Management Charge shall be the higher of:
      1. the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
      2. the sum of five hundred pounds (£500).
   3. If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of CCS and the Management Information demonstrates that:
      1. the Supplier has overpaid the Management Charges as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
      2. the Supplier has underpaid the Management Charges during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

**Annex: MI Reporting Template**

**[Guidance Note:** MI reportingtemplate will be inserted prior to framework award]

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Part A**

**Order Form Template**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **[Insert** Buyer’s name]

BUYER ADDRESS [**Insert** business address]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS:[**Insert** registered address (if registered)]

REGISTRATION NUMBER:[**Insert** registration number (if registered)]

DUNS NUMBER: **[Insert** if known]

SID4GOV ID: **[Insert** if known]

**[Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be   
copied into the electronic order form]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [**Insert** date of issue].

It’s issued under the Framework Contract with the reference number [**Insert** Framework Contract Reference number] for the provision of [**Insert** name of goods and services].

CALL-OFF LOT(S):

**[Insert** the relevant lot numbers **or insert** Not applicable]

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) for RM6060
3. The following Schedules in equal order of precedence:

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for **RM6060**
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 8 (Guarantee)
  + Joint Schedule 9 (Minimum Standards of Reliability) – Not Used
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **[Insert** Call-Off reference number]
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer) – Not used
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services) – Not used
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 11 (Installation Works) – Not used
  + Call-Off Schedule 12 (Clustering)
  + Call-Off Schedule 13 (Implementation Plan and Testing) – Not used
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 18 (Background Checks) – Not used
  + Call-Off Schedule 19 (Scottish Law)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.2)
2. Joint Schedule 5 (Corporate Social Responsibility) for RM6060
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1. Order Cancellation

Please note that the following term supersedes that which is stated within Core Term 3.2.11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 30 days’ notice for standard, non-converted vehicles up to 3.5 tonnes, then it will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.

[Special Term 2. ]

[Special Term 3. ]

CALL-OFF START DATE: **[Inset** Day Month Year]

CALL-OFF EXPIRY DATE: **[Inset** Day Month Year]

CALL-OFF INITIAL PERIOD: **[Insert** Years, Months]

CALL-OFF DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Framework Schedule 3 (Framework Charges)]

**[Delete** if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Charges. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[**Insert** None **or insert** Recoverable as stated in the Framework Contract]

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

BUYER’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S ENVIRONMENTAL POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

BUYER’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT FREQUENCY

**[Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

E-AUCTIONS

[**Insert** Not applicable **or insert** The Buyer can include an electronic reverse auction in any Further Competition]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

**[Insert** Not applicable]

[**or insert** Service Credits and agreed damages will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: **[Insert** £value].

The Service Period is **[Insert duration:** one Month]].

Credit Note value is: **[Insert** £value] [per vehicle],[Order];

**[Insert duration:**] per [Working Day][day][week]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SOCIAL VALUE COMMITMENT

[**Insert** Not applicable **or insert** The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].

**Part B**

**Call-Off Schedules**

**[Insert** template Call-Off Schedules listed in the Framework Award Form. These are either:

* mandatory
* optional: where highlighted in square brackets in the Call-Off Incorporated Terms in Part A of this Schedule may be selected or removed from the Call-Off Contract]

Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. **How a Call-Off Contract is awarded**
   1. If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations. The award may be made directly to the Supplier or with a Supplier’s appointed dealer and in either case the Supplier shall remain fully responsible under the terms of this Framework Contract and Call-Off Contract for the supply of the Deliverables to the Buyer or Requesting Body.
   2. If the potential Buyer can determine that:
      1. its Deliverables can be met by the Suppliers’ catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
      2. all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 5 below.

* 1. If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and the potential Buyer:
     1. requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
     2. needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then the Buyer shall award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 7 below.

1. Direct award – when you don’t need further competition
   1. Subject to clause 1.2 above the Buyer awarding a Call-Off Contract under this Contract without holding a further competition shall:
      1. develop a clear Statement of Requirements;
      2. apply the Direct Award Criteria to the Suppliers’ catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous solution; and
      3. on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 7 below.
2. How a further competition works

What the Buyer has to do

* 1. The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
     1. develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying the them;
     2. amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;
     3. invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
        1. if an Electronic Reverse Auction (as defined in Paragraph 4 below) is to be held, the Buyer shall notify the Suppliers identified in accordance with clause 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in Paragraph 4; or
        2. if an Electronic Reverse Auction is not used, the Buyer shall:
           1. invite the Suppliers identified in accordance with clause 3.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier;
           2. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and
           3. keep each tender confidential until the time limit set out for the return of tenders has expired.
     4. apply the Further Competition Award Criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;
     5. on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 7. The Call-Off Contract shall:
        1. state the Deliverables;
        2. state the tender submitted by the successful Supplier;
        3. state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
        4. incorporate the terms of the Order Form and Contract (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2. above) applicable to the Deliverables,
     6. provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

* 1. The Supplier shall in writing, by the time and date by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3.1.3 above, provide CCS and the Buyer with either:
     1. a statement to the effect that it does not wish to tender in relation to the Deliverables; or
     2. the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
        1. an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
        2. a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
        3. a proposal covering the Deliverables;
        4. CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
        5. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Charges) (if applicable).
     3. The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Charges).
     4. The Supplier agrees that:
        1. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 4 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Call-Off Procedure); and
        2. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
           1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
           2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

1. **How e-Auctions work**
   1. Where indicated in the Order Form, the Buyer shall be entitled to include a reverse auction in the Further Competition Procedure in accordance with the rules laid down by the Buyer and the Regulations.
   2. Where the Buyer wishes to undertake an electronic reverse auction, where Suppliers compete in real time by bidding as the auction unfolds ("Electronic Reverse Auction") then before undertaking it, the Buyer will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Buyer will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.
   3. The Buyer will inform the Suppliers of the specification for the Electronic Reverse Auction which shall include:
      * 1. the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
        2. the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
        3. any limits on the values which may be submitted;
        4. a description of any information which will be made available to Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
        5. the conditions under which Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
        6. relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
        7. subject to clause 4.5, the date and time of the start of the Electronic Reverse Auction; and
        8. details of when and how the Electronic Reverse Auction will close.
   4. The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
   5. Throughout each phase of the Electronic Reverse Auction the Buyer will communicate to all Suppliers sufficient information to enable them to ascertain their relative ranking.
   6. The Supplier acknowledges and agrees that:
      * 1. the Buyer and its officers, servants, agents, group companies, assignees and customers (including CCS) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
        2. its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
        3. it will comply with all such rules that may be imposed by the Buyer in relation to the operation of the Electronic Reverse Auction.
   7. The Buyer will close the Electronic Reverse Auction on the basis of:
      * 1. a date and time fixed in advance;
        2. when no new prices or values meeting the minimum differences required pursuant to Paragraph 4.3(e) have been received within the prescribed elapsed time period; or
        3. when all the phases have been completed.
2. No requirement to award
   1. Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.
3. Who is responsible for the award
   1. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:
      1. the conduct of Buyer in relation to this Contract; or
      2. the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.
4. Awarding and creating a Call-Off Contract
   1. Subject to Paragraphs 1 to 6 above, a Buyer may award a Call-Off Contract with the Supplier or the Supplier’s appointed dealer by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
   2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 7 shall not constitute a Call-Off Contract under this Contract.
   3. On receipt of an order form as described in Paragraph 7.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.
   4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.

**Part 2: Award Criteria**

1. This Part 2 is designed to assist Buyers seeking to award a Call-Off Contract on the basis of direct award or through reopening competition under a Further Competition Procedure in accordance with the Call-Off Procedure.
2. A Call-Off Contract shall be awarded on the basis of most economically advantageous tender (**"MEAT"**) from the point of view of the Buyer.
3. This Schedule includes details of the evaluation criteria and any weightings that will be applied to that criteria. Criteria applicable to a direct award are set out at Annex A to this Schedule, and criteria applicable to a Further Competition Procedure are set out in Annex B to this Schedule.

Annex A: Direct award criteria

The following criteria and weightings shall be applied to the Suppliers' compliant tenders submitted through direct award.

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria - ranked in order of importance** | **Percentage Weightings (or rank order of importance where applicable) – to be set by the Buyer conducting the direct award** |
| 1 | Price (life cycle costs, cost effectiveness & price; price and running costs) | 0-100% |
| 2 | Technical merit; coverage, network capacity and performance as specified in relevant service levels  Quality (including delivery time, sales service, good value, accessories, service fitness for purpose) | 0-100% |

Annex B: Further Competition Award Criteria

The following criteria shall be applied to the Deliverables set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure:

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria** | **Percentage Weightings (or rank order of importance where applicable) – to be set by the Buyer conducting the further competition** |
| 1 | Price (life cycle costs, cost effectiveness & price; price and running costs) | 0-100% |
| 2 | Technical merit; coverage, network capacity and performance as specified in relevant service levels  Quality (including delivery time, sales service, good value, accessories, service fitness for purpose) | 0-100% |

**Framework Schedule 8 (Self Audit Certificate)**

Dear [name]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract entered into on 3rd December 2018 between [CCS to insert name of Supplier] and the CCS, we confirm the following:

1. In our opinion based on the testing undertaken [name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Contract.

2. We have tested the systems for identifying and reporting on Framework Contract activity and found them to be operating satisfactorily.

3. We have tested a sample of [CCS to insert number of sample transactions that must tested]] Orders and related invoices during our audit for the financial year ended [Supplier to insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Framework Contract.

4. We have tested from the order processing and invoicing systems a sample of [CCS to insert number of sample transactions that must tested] public sector orders placed outside the Framework Contract during our audit for the financial year ended [Supplier to insert financial year] and confirm they have been identified correctly as orders placed outside the Framework Contract an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised and mandated procurement processes executed by CCS.

5. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

Name:………………………………………………………

Signed:…………………………………………………...…

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:……………………………………………………….

Professional Qualification held by Signatory:............................................................

**Framework Schedule 9 (Cyber Essentials Scheme)**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Cyber Essentials Scheme"** | means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>; |
| **"Cyber Essentials Basic Certificate"** | means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance; |
| **"Cyber Essentials Certificate"** | means Cyber Essentials Basic Certificate to be provided by the Supplier as set out in the Framework Award Form |
| **"Cyber Essential Scheme Data"** | means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **"Cyber Essentials Plus Certificate"** | means the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance. |

1. **What Certification do you need**
   1. Where the Framework Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the framework commencement date, the Supplier shall provide a valid Cyber Essentials Certificate, then on or prior to the framework commencement date the Supplier must have delivered to CCS evidence of the same. Where the Supplier fails to comply with this clause it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Paragraph 2.1.
   2. Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of any Call-Off Contract the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
   3. Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contact Period of the last Call-Off Contract, the Supplier shall deliver to CCS evidence of:
      1. a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
      2. renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
   4. In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), CCS reserves the right to terminate this Contract for material Default.
   5. The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
   6. This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.

**Framework Schedule 10 (Requesting Bodies)**

1. Definitions
   1. In this schedule, the following words shall have the following meanings, as defined in Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| “Requesting Body”  or “Requesting Bodies” | 1. means a supplier appointed to the CCS framework agreement for Vehicle Lease and Fleet Management (RM3710) or the CCS Vehicle Conversion dynamic purchasing system (RM3814), and their successor agreements, who shall have the benefit of the Framework Contract Support Rates. |

1. Requesting Bodies
   1. This framework schedule 10 applies to Requesting Bodies, as defined in this schedule 10 and Joint Schedule 1 (Definitions).
   2. Purchasers ordering deliverables under the CCS Vehicle Lease and Fleet Management framework agreement (RM3710) or the CCS Vehicle Conversion dynamic purchasing system (RM3814) and their successor agreements, shall be entitled to instruct Requesting Bodies to access the Framework Contract Support Rates of this Framework Contract.
   3. This Framework Schedule 10 defines how purchasers under such agreements shall be entitled to avail themselves of the Support Rates from the Supplier under this Framework Contract by using Requesting Bodies.
2. Standard Framework Contract Support Rates
   1. Where a Requesting Body requires the application of the Framework Contract Support Rates into a contract then notwithstanding any provision to the contrary, the Supplier agrees that the Framework Contract Support Rates shall apply to such contract and shall be incorporated automatically into such contract.
   2. If a Requesting Body seeks to apply the Framework Contract Support Rates pursuant to clause 3.1 then, the Supplier may, acting reasonably, seek confirmation from such person or (if such person is unable to satisfy the Supplier) from the Buyer that such person is authorised by the Buyer to take advantage of the Framework Contract Support Rates.
   3. Where a Requesting Body awards its requirements to the Supplier clauses 3 (What need to be delivered) and 4 (Pricing and Payment) of the Core Terms shall apply.
3. Further competition enhanced Framework Contract Support Rates
   1. If a Requesting Body considers that enhanced Framework Contract Support Rates can be achieved through a further competition between Suppliers then, subject to the written approval of the relevant Buyer, the Requesting Body shall be entitled to conduct a further competition in accordance with this clause 4.
   2. **Requesting Body's Obligations**

Any Requesting Body requiring the application of enhanced Framework Contract Support Rates under the Framework through a further competition shall:

* + 1. develop its requirements for the vehicles and services;
    2. invite tenders in relation to the Framework Contract Support Rates by conducting a further competition for its requirements in accordance with the Regulations and Standards and in particular:
       1. invite the Suppliers to set out their respective proposals in respect of such requirements and submit a tender in writing;
       2. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders; and
       3. keep each tender confidential until the time limit set out in clause 4.2.2(b) above has expired.
    3. notify the Suppliers capable of meeting the requirements of the award criteria (which shall be based on the Further Competition Award Criteria) that will be applied to select the winning supplier;
    4. apply the award criteria to the Suppliers' compliant tenders submitted through the further competition as the basis of its decision;
    5. on the basis set out above, award its requirements to the successful Supplier; and
    6. provide unsuccessful Suppliers with feedback in relation to the reasons why their tenders were unsuccessful.
  1. The Supplier's Obligations
     1. The Supplier will in writing, by the time and date specified by the Requesting Body in accordance with clause 4.2.2(b) provide the Requesting Body with either:
        1. a statement to the effect that it does not wish to tender in relation to the relevant requirements; or
        2. the Framework Contract Support Rates and full details of its tender made in respect of the relevant requirements.
     2. The Supplier shall ensure that the Support Terms submitted in relation to a further competition held pursuant to this clause 4 shall be more beneficial to the Requesting Body than those set out in Framework Schedule 3 (Framework Charges).
     3. The Supplier agrees that all tenders submitted by the Supplier in relation to a further competition held pursuant to this clause 4 shall remain open for acceptance by the Requesting Body for ninety (90) days (or such other period specified in the invitation to tender issued by the relevant Requesting Body).

1. Operating Procedures
   1. The Supplier agrees to co-operate and liaise at its own expense with Requesting Bodies to arrange for the application of the Framework Contract Support Rates and the Supplier shall take such steps as may be reasonably required to enable the Requesting Body to receive the benefit of this Framework Schedule 10.
   2. The Supplier shall ensure that all systems and procedures are in place to ensure that the Requesting Bodies are able to receive the benefit of this Framework Schedule 10. In particular, but without limitation, the Supplier shall ensure that details of the Framework Contract Support Rates are loaded into relevant systems prior to the Framework Start Date so as to enable the Requesting Bodies to access the Framework Contract Support Rates when ordering the Deliverables on the Framework Start Date and thereafter during the Framework Contract Period.
2. Responsibility for awards
   1. The Supplier acknowledges that each Requesting Body is independently purchasing the Deliverables outside of this Framework Contract and that the CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:
      1. the conduct of Requesting Bodies; or
      2. the performance or non-performance of any contract.