



**Framework Arrangement for the Provision of Vehicles
and Spare Parts**

VSP7805/

Supplier

Framework Agreement Number VSP7805/XX
NAPFM Framework Arrangement for the Provision of Vehicles and Spare Parts
**NAPFM FRAMEWORK ARRANGEMENT FOR THE PROVISION OF
VEHICLES AND SPARE PARTS**

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Schedule 1 **FORM OF FRAMEWORK ARRANGEMENT**

It is hereby agreed

1. Provisions

1.1 The National Policing Improvement Agency, Commercial and Procurement Unit, with offices at , 2 Marsham Street, Fry Building, London, SW1P 4DF, has established this Framework Arrangement with Supplier Name/Address (the Contractor) whereby any Authority as listed or referred to in Annex G (as amended from time to time) may require the Contractor to supply Goods and related services, as and when demanded under the provisions of the Terms and Conditions defined hereunder and as detailed in the various Annexes to this Framework Arrangement.

1.2 Annexes A to H inclusive and Police Vehicle Specification Volume are incorporated into and are part of this Framework Arrangement.

1.3 For the avoidance of doubt, this Framework Arrangement is not exclusive, does not bind any Authority/organisation to order through the Framework Arrangement and no guarantee or warranty is given as to volume.

1.4 In this form of framework agreement the following expressions shall have the following meanings:

(a) "The Framework Arrangement" represents the tender submitted by the Contractor to the National Policing Improvement Agency and accepted by the National Policing Improvement Agency under which the Contractor stands ready to accept orders from the Authorities named or referred to in Annex G for the provision of Goods and related services in accordance with the form of framework agreement proposed by the National Policing Improvement Agency and all documentation that is incorporated or referenced therein (as amended from time to time).

(b) "The National Policing Improvement Agency" is a contracting authority and has powers, inter alia, to establish Framework Arrangements with selected suppliers at its discretion.

- (c) "The Administrator" means the National Policing Improvement Agency represented by its authorised representative being the Head of Commercial and Procurement Unit at the Effective Date. All contact and references shall for the purposes of administering this Framework Arrangement be through the Administrator's office.
- (d) "The Contractor" is the trader, firm, private limited company or public limited company (or equivalent in its country of incorporation and registration) which has agreed to make and keep open the offer contained in the Framework Arrangement for the period shown.
- (e) "The Authority" is any one or more of those designated in Annex G (from time to time), permitted to acquire Goods and related services under this Framework Arrangement by virtue of being so named in the Annex. An Authority may order such Goods and related services as it requires, naming such specification(s) in the Framework Arrangement at the prices, terms and conditions in the Framework Arrangement or made available pursuant to its terms.
- (f) "Goods and related services" shall have the meaning given to it in the Contract Terms and Conditions.
- (g) No body or organisation other than an Authority is permitted to make use of the Framework Arrangement unless formally agreed in writing by the Administrator.
- (h) "A Purchase Order" or "Order", expressed in writing, effectively requisitions the Goods and related services specified under the Framework Arrangement. If the Purchase Order is accepted unequivocally by the Contractor and in accordance with the terms of the Framework Arrangement it results in a contract by which the Authority and the Contractor are bound. The National Policing Improvement Agency, including the Administrator is not a party to the contract and will act only as referee in any commercial dispute.
- (i) Contract Terms and Conditions shown in the Framework Arrangement (Annex C) are applicable to all transactions and used without exclusion upon issue of any Order through the Framework Arrangement. The Contractor's conditions of sale are inapplicable to the Framework Arrangement. The Framework Arrangement terms shall at all times prevail.

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(j) Prices and Charges applicable to the Framework Arrangement shall be those set out in Annex D. The Contractor is deemed to have satisfied itself as to all conditions and circumstances affecting the scheduled rates and charges as to the possibility of supplying the Goods and related services as shown in the Framework Arrangement and to have determined rates and charges accordingly. No claims for additional compensation or time shall be granted on the basis of any related matters arising for which a competent Contractor would have made due allowance.

(k) Acceptance of Goods and related services provided under any contract made under the Framework Arrangement shall be carried out in accordance with the procedures specified in the Framework Arrangement and Contract Terms and Conditions.

(l) Term and Determination of the Framework Arrangement; The 'term' means the period of time during which Authorities may order through the Framework Arrangement.

(m) "Specifications"; Any and all Goods and services supplied under any contract made under this Framework Arrangement shall conform to the specifications detailed in Annex E and the Police Vehicle Specification volume.

2. The Framework Arrangement

2.1 Any Order placed by an Authority with the Contractor under the Framework Arrangement shall become a separate and independent contract in its own right once accepted by the Contractor and in each and every such case the terms of the Framework Arrangement and the conditions therein shall govern the provision of Goods and related services being procured under the Contract. The parties to the Contract shall be the relevant Authority and the Contractor so named in its order form.

2.2 The Administrator is responsible for the management and administration of the Framework Arrangement and, shall observe the requirements of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts, as applicable, and submit any data required by the European Union including reports. The Administrator will act as the

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focal point for all commercial and non- technical aspects arising from the
management of the Framework Arrangement.

3. Performance of this Arrangement

3.1 In consideration for the payment of the Prices, the Contractor shall supply, in accordance with the terms of this Framework Arrangement, the Goods and related services specified in the Order.

3.2 Subject to Clause 8.1, each Order shall be submitted by an Authority and in accordance with the procedures set out in Ordering, Invoicing and Payment procedures (Appendix 1) of this Annex.

3.3 The Contractor shall provide the Goods and related services as and when requested by an Authority and in accordance with those parts of the Specification in Annex E stated to be applicable by the relevant Authority.

4. Terms and Conditions

4.1 Any contract made between an Authority and the Contractor shall be in accordance with the Terms and Conditions specified in Annex C hereto save as varied pursuant to its terms.

5. Effective Date and Duration

5.1 This Framework Arrangement shall be effective from 5th October 2010 (the "Effective Date") and shall remain in effect until 4th October 2014 for the ordering of Goods and related services. All Terms and Conditions shall survive the expiry date until such time as the Contractor and each Authority have fulfilled all their obligations or commitments under each and every contract.

6. Changes

6.1 The Administrator shall have the right to alter the said Specifications and drawings contained in Annex E and the Police Vehicle Specification volume from time to time in the interests of applicable industry good practice (including, without limitation, testing methodologies, standards and safety).

7. Designated Authorities

7.1 Only those Authorities referred to in Annex G (as amended from time to time) shall be permitted to use the Arrangements hereby concluded, and within the period specified in clause 5 above.

7.2 Annex G may be amended from time to time by the Administrator notifying the Contractor of amendments made to update and reflect the emergency services and traffic organisations referenced and described in the OJEU contract notice and referred to in Annex G.

8. Awards under the Framework Arrangement and Purchasing Procedures

8.1 Where an Authority decides to source Goods or related services through the Framework Arrangement it shall comply with the provisions of Annex H.

8.2 Subject to clause 8.1 above, purchasing, invoicing and payment procedures shall be in accordance with those outlined in Appendix 1 Ordering, Invoicing and Payment procedures which also includes specific instructions concerning acceptance of Orders from Authorities together with a requirement to state delivery arrangements. Prior to the acceptance of an Order from an Authority, the Contractor must agree the schedule for delivery with the Authority issuing the Order which should not prejudice delivery of existing Orders.

9. Contractor Information

9.1 The Contractor shall provide to the Administrator on a quarterly or monthly basis Management Information Reports subdivided by emergency service in the format issued by the Administrator. The format may be updated by the Administrator from time to time. The management information should be submitted as soon as possible after each quarter or month as advised by the Administrator of the Framework Arrangement.

9.2 The Contractor shall from time to time advise the Administrator of details by return of questionnaires issued by the Administrator, to enable the Administrator to compile and maintain appropriate records to form the basis of reports required by H M Treasury, H M Inspectors of Constabulary, Office of Government Commerce, the Home Office, the Association of Chief Police Officers (ACPO) Procurement

NAPFM Framework Arrangement for the Provision of Vehicles and Spare Parts Committee and the Commission for the European Union. The Contractor shall provide such details within such timescales as the Administrator may reasonably specify.

10. Review

10.1 There will be an annual review of all aspects of the Framework Arrangement, to be conducted jointly by the Administrator and the Contractor, which may result in revised schedules and/or annexures to the Framework Arrangements being drawn up by the Administrator and the Contractor, which shall replace the existing Schedules and/or annexures to the Framework Arrangement where agreed by both parties in writing.

11. Publicity

11.1 Except with the written consent of the Administrator, the Contractor shall not make any press announcements or publicise this Framework Arrangement in any way. Written consent will not be unreasonably withheld.

11.2 Except with the written consent of the Authority, the Contractor shall not make any press announcements or publicise any mini-competitions, or resultant contract without the written consent of the Authority. Written consent shall not be unreasonably withheld.

11.3 The Contractor shall take reasonable steps to ensure the observance of the provisions of Condition 11.1 and 11.2 by all their servants, employees, agents, sub-contractors and consultants.

11.4 The Administrator shall be entitled to publicise this Framework Arrangement in accordance with any legal or quasi legal obligation upon the Administrator including, but without limitation, obligations under the General Agreement on Tariffs and Trade, Agreement on Government Procurement or European Legislation.

12. Communications

12.1 Except as otherwise expressly provided no communication between the Contractor and the Administrator shall have any validity under this Framework Arrangement unless made in writing by or on behalf of the Administrator/Authority or as the case

NAPFM Framework Arrangement for the Provision of Vehicles and Spare Parts may be by or on behalf of the Contractor and served on the party at the address set out in the form of Framework Arrangement.

13. Commercial in Confidence Information

13.1 The Contractor requests that Annex D – Price Schedules, Annex E – Specification, and the Police Vehicle Specification volume are considered as Commercial in Confidence and (subject always to the Freedom of Information Act) should not be disclosed to unauthorised parties.

14. Documents forming the 'Contract'

14.1 The Documents forming any contract resulting from the Framework Arrangement shall be, in order of precedence in cases of conflict (with the first referenced being highest priority):

Annex E/Police Vehicle Specification volume	Specifications
Annex D	Price Schedules
Annex C	Terms and Conditions

and thereafter as listed in the contents.

15. Contracts (Rights to Third Parties) Act

15.1 Subject to Clause 15.2, this Contract shall not, and shall not purport to, confer on any third party (including without limitation any employee, officer, agent, representative or sub contractor of either the Contractor or the Administrator) any benefit of or any right to enforce any term of this Contract for the purposes of the Contracts (Rights of Third Parties) Act 1999 (the "Act") provided always that this provision shall not affect any right or remedy available to a third party otherwise than under the Act.

15.2 The Contractor and the Administrator acknowledge and agree that an Authority shall be entitled to have the benefit of clauses 3, 5, 11 and 12 (as if it were the Administrator for the purposes of those clauses) and may enforce those clauses against the Contractor in its own name as if it were a party to this Framework Arrangement.

16. Entire Agreement Clause

16.1 The Framework Arrangement, its Schedules, annexures and any documents referred to herein (as amended from time to time) and any modifications expressly incorporated herein constitute the entire and complete agreement between the parties concerning the Goods and related services and supersedes, with regard to its subject matter, all prior communications between the Parties of any nature provided nothing in this clause shall seek to exclude any fraudulent misrepresentations.

17. Termination Clause

17.1 The Administrator shall, in addition to its rights under any other provision of the Framework Arrangement, be entitled by written notice to terminate the Framework Arrangement forthwith by notice in writing (and be discharged of any financial obligation) if:

- a) the Contractor commits a material breach of its obligations under the Framework Arrangement;
- b) the Contractor has failed to remedy a breach of its obligations under the Framework Arrangement within fourteen days of a notice from the Administrator specifying the breach and instructing the Contractor to remedy the same;
- c) the Contractor passes into liquidation (other than a voluntary liquidation for the purposes of and followed by an amalgamation or reconstruction) or has an administrator, a receiver or trustee in bankruptcy appointed over the whole or any part of its assets or makes any arrangement with or for the benefit of its creditors; or
- d) the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1998 without the Contractor obtaining the prior written consent of the Administrator, such consent not to be unreasonably withheld or delayed.

17.2 The provisions of Clauses [1, 5, 10, 17 and 19] shall survive the termination of this Framework Arrangement.

18. Variation

18.1 The Clauses and Schedules of the Framework Arrangement and the documents referenced therein shall not be varied or amended unless such variation or amendment is agreed in writing by duly authorised representatives of the Administrator and of the Contractor.

19. TUPE

19.1 In the event that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) are held to apply (or alleged to apply) to any staff referred to or employed by the Contractor whether directly or indirectly in connection with this Framework Arrangement or any Authority contracted with pursuant to the Framework Arrangement, the Administrator is not and shall not under any circumstances be liable for any liabilities and/or consequences arising from the operation of TUPE in relation to such staff.

20. Novation

20.1 The Administrator shall be entitled to novate this Framework Arrangement to any other body established by the Crown or under statute in order substantially to perform any of the functions that previously had been performed by the Administrator.

In WITNESS whereof the parties hereto have caused this Arrangement to be entered into in the manner required by their respective constitutions and the laws of England and subject to the exclusive jurisdiction of the Courts of England.

For and on behalf of the National Policing Improvement Agency (the Administrator)

Signed:

Name:

Position:

For and on behalf of [Company Name] (the Contractor)

Signed:

Name:

Position:

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Annex A INTRODUCTION TO THE FRAMEWORK ARRANGEMENT**1. Framework Arrangement – Notes**

- 1.1 This Framework Arrangement has been prepared by the National Policing Improvement Agency, hereinafter referred to as “the Administrator” to assist Authority Fleet and Procurement Managers in the acquisition of Vehicles and Spare Parts.
- 1.2 The Framework Arrangement shall be established between the Administrator and the Contractor for the period of four years from the Effective Date shown.
- 1.3 The Framework Arrangement is not exclusive, does not bind any Authority/organisation to order through the Framework Arrangement and no guarantee or warranty is given as to volume. Any Order issued under the terms of the Framework Arrangement by an Authority and formally accepted by the Contractor shall constitute a contract. The legal parties to each such contract shall be solely the relevant Authority and the Contractor, but not the Administrator or its representatives.
- 1.4 The Annexes A to H inclusive are incorporated into and are part of this Framework Arrangement. Any resultant contract shall include only Annexes C, D, E, and the Police Vehicle Specification volume which shall be taken in the precedence shown in the Arrangement.
- 1.5 Any contract between an Authority and the Contractor shall be in accordance with the Terms and Conditions specified in Annex C of this Framework Arrangement.
- 1.6 Only those Authorities referred to or shown in Annex G (as may be amended from time to time) hereto of this Framework Arrangement are permitted to use this Framework Arrangement in accordance with its declared purpose.

2. European Union Public Procurement Directives.

- 2.1 This Framework Arrangement has been initiated after the publication of notice 2008/S 151-203796 in the Official Journal of the European Union, and following the

NAPFM Framework Arrangement for the Provision of Vehicles and Spare Parts receipt of tenders submitted under the "restricted procedure", in accordance with the Public Contract Regulations 2006. Thus an Authority may order any value of goods under the Framework Arrangement without need for further advertisement through the Official Journal of the European Union for the inclusive period from the Effective Date to termination or expiry of the Framework Arrangement or any Purchase Order placed before such termination or expiry.

Appendix 1 Ordering, Invoicing and Payment Procedures

An Authority shall comply with the applicable provisions of Annex H to the Framework Arrangement before proceeding to order Goods or related services in accordance with the provisions set out herein.

1. Purchase Orders

1.1 Orders for the supply of Goods and related services under this Framework Arrangement will be made by one or more Authority and may be made jointly by more than one Authority or by an Authority for and on behalf of other Authorities.

2. Content

2.1 The Order form shall state:-

- That the Order is issued under the Framework Arrangement of which this Appendix forms a part, quoting the Framework Arrangement reference.
- The name and address of Authority placing the Order, which must be one or more of the Authorities listed or covered in Annex G.
- The name(s) and address(es) for delivery (if different).
- The name and address of the Contractor.
- The name and address to which the Contractor's invoice should be sent (if different).
- Full details of the Goods and related services ordered and **Prices**, including:-
 - Quantity and description of Goods required including model;
 - Details of acceptance procedures;
 - Full requirements for delivery and carriage to the delivery destination;
 - Other relevant details e.g. reference number, colour etc;
 - Required delivery date.

3. Acceptance of Order

- 3.1 The Authority will send the completed Order form to the Contractor together with one copy which the Contractor shall return to the Authority within 5 working days (being days other than Saturdays, Sundays or public holidays in England and days when banks in London are open for business) confirming acceptance of the Order. If no response is received by the Authority to the contrary the acceptance of the Order is deemed to have taken place 5 working days after the date that the Order was sent to the Contractor. The Contractor shall then provide the information as set out in section 4.7 of the Common Requirements (Police Vehicle Specification volume).
- 3.2 The Contractor shall not be entitled to offer Goods and related services under the Framework Arrangement other than in accordance with its terms. The Contractor shall notify the Authority if an Order has incorrectly specified Goods and related services in the Order and shall not proceed with the Order until the Authority has reconfirmed its requirement.

4. Delivery and Final Acceptance

- 4.1 The Contractor shall deliver the Goods and related services to the Authority at the place or places, at the time or times and in the manner specified in the Order. When satisfied that the Goods and related services are acceptable the Authority shall authorise payment of the Contractor's invoice, subject to the provisions of the Order.
- 4.2 The Goods will be deemed to have been accepted unless notice of rejection is given to the Contractor within 30 days from the date of delivery.

5. Invoice

- 5.1 The Contractor shall send an invoice for the Goods to the name and address shown on the specified Order form
- 5.2 The Contractor shall send a monthly invoice to each Authority under the Framework Arrangement detailing all of their Orders placed under the Framework Arrangement for the relevant month. The advice shall state: Order number, date of

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Order, date and location of delivery of the Goods, description and value of the Goods, the name of the person who placed the Order and the address for payment of the invoice.

6. Price

- 6.1 The invoice price shall be the VAT (or national equivalent) exclusive Price with the VAT shown as a separate amount with the rate expressed in percentage terms. The total sum payable will also be shown.

7. Payment

- 7.1 Payment will normally be made by the Authority within 30 days of receipt of acceptance of the Goods, provided always that the invoice is correct. However the actual terms and the schedule for payments shall be subject to agreement between the Authority and the Contractor prior to the contract award. In the event of no negotiation taking place the terms and conditions of the Framework Arrangement shall apply.

8. Clarification of Information

- 8.1 It shall be the Contractor's responsibility to examine all documentation provided under the Order, prior to returning the acceptance copy, to ensure its complete understanding of the same and to obtain from the Authority written clarification of all conflicts, discrepancies or other material differences contained therein. Acceptance of the Order shall be construed as confirmation by the Contractor of its satisfaction with the Order documentation and shall be a bar to any future claims by the Contractor on such grounds.

Annex C TERMS AND CONDITIONS1. Preamble

- 1.1 A Framework Arrangement has been established between the National Policing Improvement Agency (the Administrator) and the Contractor under which an Authority may order "Goods" and related services under the Terms and Conditions specified within the Framework Arrangement itself. The following terms and conditions (the "Terms and Conditions") are a mandatory requirement for any procurement resulting from offer and acceptance for the Goods and related services ordered by Contract through the Framework Arrangement.

It is hereby agreed:

2. Terms and Conditions of Purchase

- 2.1 Any Contract resulting from this Framework Arrangement shall be subject to the Terms and Conditions of Contract set out in this Annex. The Contractor's terms and conditions are not applicable.

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1. Interpretations

- 1.1 "The Authority" shall mean any one or more of the organisations in Annex G (as amended from time to time), whose name shall be stated on the face of the Order and who will acquire an interest in or use the Goods or related services supplied under the Order.
- 1.2 "The Contractor" shall mean the trader, firm, public limited company or public limited company (or equivalent in its company of incorporation or registration) which has agreed to make and keep open the offer contained in the Framework Arrangement for the period shown.
- 1.3 "Framework Arrangement" shall have the meaning given to it in the form of framework arrangement entered into between the Authority and the Contractor on [].
- 1.4 "The Contract" or "Order" shall mean the agreement concluded between the Authority and the Contractor upon the Contractor's acceptance of the Authority's order for Goods and related services. For the avoidance of doubt for the purposes of the Framework Arrangement, reference to "Contract" and "Order" shall mean the same, i.e. the Contract between Authority and Contractor.
- 1.5 "The Goods" shall mean vehicles and/or spare parts and associated services of the qualities and types described and equal in all respects to the Specifications in Annex E or as otherwise covered of the Framework Arrangement.
- 1.6 "Prices" shall mean the Prices set out in Annex D of the Framework Arrangement.
- 1.7 "Specification" shall mean the specification set out in Annex E / Volume Two of the Framework Arrangement.
- 1.8 "Month" shall mean calendar month.
- 1.9 The masculine shall include feminine.
- 1.10 The singular shall include the plural and vice versa.

- 1.11 "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.12 "Information" has the meaning given under section 84 of the Freedom of Information Act 2000;
- 1.13 "Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Code of Practice on Access to Government Information (2nd Edition)

2. Delivery and Liquidated Damages

- 2.1 Delivery of the Goods by the Contractor shall be effected at the place or places and at the time or times and in the manner specified in the Order. The Order will specify the maximum lead time for delivery being the applicable timetable set out in Annex F to this Framework Arrangement, or such other timescale offered by the Contractor and accepted in writing by the Authority.
- 2.2 Where any access to the Authority's premises is necessary in connection with delivery or installation, the Contractor and his sub-contractors shall at all times comply with the reasonable requirements of the Authority's Head of Security.
- 2.3 The time of delivery shall be of the essence of the Contract and failure by the Contractor to deliver within the time specified in the Order shall entitle the Authority to require the Contractor to pay Liquidated Damages which may be deducted from the final invoice at a rate of £300 per vehicle per seven day week for each week delivery of a vehicle is delayed (and pro-rata'd for each part week) up to a maximum of 15% of the price payable pursuant to the Contract. In addition and without prejudice to its entitlement to liquidated damages the Authority may, at its option, terminate the Contract for default if the Goods have not been delivered within ten weeks of the agreed delivery date and be released thereby from any obligation to accept and pay for the Goods. In the event that the Authority amends the specification in any way a reasonable amount of time agreed by both parties will be added to the lead time to compensate for the amendment.
- 2.4 The provisions of this Condition are without prejudice to any other rights of the Authority under the Contract. No payment or concession to the Contractor by the Authority or other act or omission of the Authority shall in any way affect the rights

of the Authority to recover the said liquidated damages or be deemed to be a waiver of the right of the Authority to recover any such damages unless a waiver has been expressly stated in writing by the Authority.

- 2.5 The Contractor acknowledges and agrees that the liquidated damages figure set out at clause 2.3 is a reasonable and genuine pre-estimate of the loss that an Authority would suffer by reason of late delivery.

3. Passing of Title and Risk

- 3.1 Title to and property in the Goods shall pass to the Authority upon delivery and written acceptance of the Goods.
- 3.2 Transfer of title shall not relieve the Contractor of any of its responsibilities or obligations under the Contract.
- 3.3 The risk of loss or damage to the Goods shall remain with the Contractor until title to and property in the Goods has passed to the Authority. The risk shall be covered in accordance with the provisions of Clause 11 (Indemnity and Insurance) of these terms and conditions.
- 3.4 Acceptance of title shall under no circumstances be considered as an acceptance of performance by the Contractor of its obligations under the contract and shall not under any circumstances release the Contractor from the provision of the Goods capable of meeting the requirements of the specification and being fit for the purpose defined or intended by the specifications contained in the Contract.
- 3.5 The Contractor warrants that the Goods shall be free from all encumbrances when title passes.

4. Price and Payment

- 4.1 Unless otherwise agreed in writing by the Authority, the Prices of the Goods shall be set out in Annex D of the Framework Arrangement, which may be amended from time to time as described therein or pursuant to the terms of the Framework Arrangement.
- 4.2 Prices shall be the Price prevailing in Annex D of the Framework Arrangement on the date of Order.

- 4.3 The Price(s) specified in the Order shall constitute full compensation to the Contractor for the Goods and shall include, unless otherwise expressly stated, all costs, levies, taxes, duties, fees or charges of any kind whatsoever incurred by the Contractor in satisfying the obligations and requirements of the Contract.
- 4.4 The Price(s) shown in the Order cannot be varied except by a written amendment. The Contractor shall not be entitled to be paid any part of the Price(s) unless the Contractor has signed and returned to the Authority the acceptance copy of the Order and any amendment thereto.
- 4.5 Unless otherwise agreed in writing by the Authority, payment shall be due 30 days after receipt by the Authority of a correct and acceptable invoice or in the case of an agreed variable direct debiting arrangement through the United Kingdom banking system, the notification of the debit by the Contractor. Any failure to pay within 30 days shall not be considered a fundamental breach of Contract.
- 4.6 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor including liquidated damages, that sum shall be treated as a debt and deducted from any sum then due, or which at a later time may become due, to the Contractor under this Contract or under any other agreement or Contract with the Authority or with any department, agency or authority of the Crown.
- 4.7 Any existing or future legislative requirement to account for the Goods in Euro instead of and/or in addition to Pounds Sterling, shall be implemented by the Contractor at nil charge to the Authority.
- 4.8 Any conversion of Prices stated in the Contract from Pounds Sterling to the Euro shall be undertaken at the official rate declared by HM Treasury at the time of the changeover.

5. Inspecting and Testing

- 5.1 The Contractor shall permit the Authority or his authorised representatives to make any inspections or tests he may reasonably require and the Contractor shall afford all reasonable facilities and assistance free of charge at his premises. No failure to make complaint at the time of such inspection or test and no approval given during

or after such tests or inspections shall constitute a waiver by the Authority of any rights or remedies in respect of the Goods.

- 5.2 The Authority may by written notice to the Contractor reject any of the Goods which fail to meet the requirements specified in the Contract. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods concerned. If the Authority shall reject any of the Goods pursuant to this Condition the Authority shall be entitled (without prejudice to any of his other rights) either:
- a) to have the Goods concerned as quickly as possibly either repaired by the Contractor or (as the Authority shall elect) replaced by the Contractor with Goods which shall comply in all respects with the requirements specified in the Order; or
 - b) to obtain a refund from the Contractor in respect of the Goods concerned.
- 5.3 Any Goods rejected or returned by the Authority in accordance with clause 5.2 above shall be returned to the Contractor at the Contractor's risk and expense.

6. Acceptance

6.1 Acceptance of the Goods shall take place when the Authority confirms acceptance of the Goods or the Authority shall be deemed to have accepted the Goods without prejudice to any other remedies, when and as soon as any of the following events has occurred:-

- (a) the Authority has taken the Goods into use;
- (b) the Authority has not exercised its right of rejection under clause 5 within any period specified for that purpose in the Contract.

6.2 If at any stage the Contractor considers that the requirements for delivery are met and should the Authority identify any discrepancies, the Contractor shall demonstrate to the Authority's reasonable satisfaction that such deficiencies have been remedied and that the Goods are ready for delivery.

7. Transfer and Subcontracting

7.1 This Contract is personal to the Contractor. The Contractor shall not assign, novate, sub-contract or otherwise dispose of this Contract or any part thereof without the previous consent in writing of the Authority. Such written consent should not be unreasonably withheld. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to him under the Contract or these conditions. Where the Contractor is permitted under the Contract to sub-contract part of the provision of the work to a third party, the Contractor must ensure that the approved third party and / or sub-contractor is made aware of and abides by the relevant terms of this Contract.

8. Clarification of Information

8.1 It shall be the Contractor's responsibility to examine all documentation provided under the Order, prior to returning the Acceptance copy, to ensure its complete understanding of the same and to obtain from the Authority written clarification of all conflicts, discrepancies or other material differences contained therein. Acceptance of the Order shall be construed as confirmation by the Contractor of its satisfaction with the Contract documentation and shall be a bar to any future claims by the Contractor on such grounds.

9. Labelling and Packaging

- 9.1 Where applicable the Goods shall be packed and marked in a proper manner and in accordance with the Authority's instructions and any statutory requirements and any requirements of the carriers where so instructed by the Authority. The Contractor shall be responsible for ensuring that packing methods and materials protect the Goods during loading, transportation, unloading and storage. The name of the contents including the Order Number shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Contractor shall indemnify the Authority and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.
- 9.2 Any damage to the Goods during loading, transportation, unloading or storage, whether caused by negligence of the Contractor or his agents or otherwise, shall be repaired or replaced at the expense of the Contractor.
- 9.3 The Contractor shall if requested by the Authority provide certificates of origin for the Goods or any parts thereof in the format specified.
- 9.4 Unless otherwise provided by the Contract all containers (including packing cases, boxes, tins, drums and wrappings) supplied by the Contractor shall be considered as non-returnable, and their cost as having been included in the Contract Price.

10. The Goods

- 10.1 The Goods supplied shall in every respect conform to the quality, standard and Specification incorporated in Annex E / Police Vehicle Specification Volume Two hereunder. In addition the Goods shall be fit and sufficient for the purpose for which such goods are ordinarily used and for the particular purpose(s) known or made known to the Contractor by the Authority and the Authority at all times relies on the skill and judgement of the Contractor in that it purports to be competent in the supply of the Goods and the execution of the Order. If any part of the work is found to be defective or in any way differing from the Contract requirement, other than as a result of a default or negligence of the Authority or his authorised representative, the Contractor shall at its own expense perform the work correctly within such reasonable time as may be specified

- 10.2 Without prejudice to the Authority's common law statutory rights under this Contract, the Contractor shall make available to the Authority the benefits of any standard warranty or enhanced warranty offered pursuant to the Framework Arrangement in connection with the Goods supplied by the Contractor, and at the option of the Authority, any standard warranty, enhanced warranty or guarantee offered by the manufacturer and by the suppliers of any components of the Goods.
- 10.3 The Contractor shall provide any services associated or related to the Goods with all due skill and care and in compliance with good industry practice.

11. Indemnities and Insurance

- 11.1 Without prejudice to any rights or remedies of the Authority the Contractor shall indemnify and hold harmless the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person and any other loss, damage, costs or expenses which may result directly or indirectly from any defect in the Goods or the negligent or wrongful act or omission of the Contractor.
- 11.2 Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 11.3 The Contractor shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these Conditions and in accordance with any legal requirements for the time being in force. The Contractor shall at the request of the Authority produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.
- 11.4 The Contractor shall at the request of the Authority produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.

- 11.5 If the Contractor fails to comply with this condition 11 the Authority may make alternative arrangements necessary to protect its interest and may recover the costs of such arrangements from the Contractor.

12. Corrupt Gifts or Payments

- 12.1 The Contractor shall not offer or give, or agree to give, to any employee or representative of the Authority any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Authority or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Contractor is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

13. Cancellation and Termination

- 13.1 The Authority shall, in addition to its rights under any other provision of the Contract, be entitled by written notice to terminate the Contract forthwith by notice in writing (and be discharged of any financial obligation) if:

- e) the Contractor commits a material breach of its obligations under the Contract;
- f) the Contractor has failed to remedy a breach of its obligations under the Contract within fourteen days of a notice from the Authority specifying the breach and instructing the Contractor to remedy the same;
- g) the Contractor passes into liquidation (other than a voluntary liquidation for the purposes of and followed by an amalgamation or reconstruction) or has an administrator, a receiver or trustee in bankruptcy appointed over the whole or any part of its assets or makes any arrangement with or for the benefit of its creditors; or
- h) the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1998 without the Contractor obtaining the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed.

- 13.2 Upon termination or completion of the Contract the Contractor shall upon request from the Authority return to the Authority any Specification or other documentation provided by the Authority created as a result of, or during the performance of, the Contract.
- 13.3 In addition to its rights of termination under paragraph 13.1, the Authority shall be entitled to terminate this Contract without penalty by giving to the Contractor not less than thirty days' notice to that effect.
- 13.4 The provisions of Clauses 1, 10, 11, 13-16, 18-22, 25, 26, 28, 29, and 31 -33 shall survive the termination of this Contract.

14. Recovery of Sums Due

- 14.1 If any sum of money shall be due from the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any contract with the Authority.

15. Health and Safety Hazards

- 15.1 The Contractor represents and warrants to the Authority that the Contractor has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery and handover of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the Authority adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health. The Contractor shall indemnify and hold harmless the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this Condition.
- 15.2 The Contractor shall in addition, notify the Authority of any health and safety hazards of which it is aware (having made all reasonable enquiries) and which may arise in connection with the performance of this Contract.

16. Official Secrets Acts, Confidentiality and Data Protection

- 16.1 The Contractor undertakes to abide by the provisions of the Official Secrets Act 1911 to 1989 and the Data Protection Act 1998.
- 16.2 The Contractor shall keep secret and not disclose any information of a confidential nature obtained by him by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.
- 16.3 The Contractor shall comply with the Authority's data protection policies at all times. Personal data to which the Contractor may be given access may be processed only for the purpose of this Contract, and under no circumstances may such data be processed by the Contractor for any other purpose. The Contractor must comply at all times with the data security instructions given by the Authority in respect of the data processed.
- 16.4 The Contractor must, when undertaking any work as part of the Contract, use only legally acquired and licensed software, and must comply with the relevant software license conditions at all times.
- 16.5 The provisions of paragraphs 16.1, 16.2, 16.3 and 16.4 shall apply during the continuance of this Contract and after its termination howsoever arising.

17. Equal Opportunities

- 17.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any applicable law, enactment, order or regulation or other similar instrument relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment. The Contractor shall take all reasonable steps to ensure the observance of these provisions by the Contractor's personnel.

18. Waiver

- 18.1 The failure of either of the parties to enforce at any time any of the provisions of the Contract shall not be construed as a waiver of such provisions, or in any way affect the validity of the Contract or any part thereof, or the right of either of the

parties to enforce at some subsequent date each and every such provision. No waiver by either of the parties of any such default of the other party under the Contract shall operate as a waiver of any subsequent default whether of a like or different character.

- 18.2 No waiver of the provisions of the Contract shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing and signed on behalf of the party.

19. Law and Interpretation

- 19.1 The proper law of the Contract is English Law.

- 19.2 This order shall be governed by and interpreted in accordance with the Laws of England and the parties agree to submit to the exclusive jurisdiction of the Courts of England.

- 19** Scottish Authorities may elect to contract under Scottish law and if so shall enclose a copy of the applicable Terms and Conditions with their Order. In this event the requirement under Clause 19, sub clauses 1 and 2 shall be waived and Scottish Law shall be so substituted for English Law and the Courts of Scotland shall be so substituted for the Courts of England.

20 Dispute Resolution

- 20.1 The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to the Contract through negotiations between the respective representatives of the parties having authority to settle the matter, which attempts may include the use of the Centre for Dispute Resolution ("CEDR"). Any dispute or claim (excluding all matters relating to Intellectual Property Rights and Confidentiality) shall, in the first instance, be settled by the authorised commercial representatives of the parties.

- 20.2 In the event that any such claim or dispute has not been settled within 30 days, either party may refer the claim or dispute to a mediator.

- 20.3 The mediator will be appointed by agreement of the parties or, in the event of a failure to agree, the mediator will be appointed by the CEDR.
- 20.4 Subject always to the rights of either party to refer the claim or dispute to court in accordance with the Contract, in the event that the claim or dispute is not resolved after following the procedures set out above, the claim or dispute may be referred to arbitration.
- 20.5 Where any claim or dispute is referred to arbitration following 20.4, a sole arbitrator shall be agreed between the Authority and the Contractor or in the event of a failure to agree within 5 days of the referral to arbitration or if the agreed arbitrator is unable to unwilling to act, the arbitrator shall be appointed by the London Court of International Arbitration ("LCIA").

21 Force Majeure

- 21.1 If either party becomes aware of circumstances of Force Majeure which gives rise or which is likely to give rise to any delay in or failure to perform its obligations under the Contract it shall immediately notify the other party by the most expeditious method available and shall inform the party of the period which it is estimated that such delay or failure shall continue.
- 21.2 Neither party shall be liable to the other party if such delay or failure is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, its obligations under the Contract for the duration of the Force Majeure. However, if any such event prevents the Contractor from performing all of its obligations under the Contract for a period in excess of 3 months, the Authority may terminate the Contract in writing with immediate effect.
- 21.3 The Contractor shall and shall procure that its sub-contractors maintain at all times a disaster recovery and business continuity plan in respect of a Force Majeure event, such plans to be delivered to the Authority on request.
- 21.4 For the purposes of this clause, "Force Majeure" means any event or occurrence, beyond either party's reasonable control, which is not attributable to any act or

failure to take preventative action by the party concerned including governmental regulations, fire, flood, an industrial dispute affecting a third party directly connected to the Contractor's ability to provide the Goods for which a substitute third party is not reasonably available or any other disaster but, for the avoidance of doubt, excludes default by the Contractor's sub contractors and suppliers.

22. Severability

22.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Authority and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

23. Sufficiency of Tender

23.1 The Contractor is deemed to have satisfied itself as to all the conditions and circumstances affecting the scheduled charges as to the possibility of providing the Goods as shown in the Contract and to have determined the charges accordingly. No claims for additional compensation or time shall be granted on the basis of any related matters arising for which a competent Contractor would have made due allowance.

24. Environmental Considerations

24.1 The Contractor shall take action to minimise any adverse affect on the environment from the products used in fulfilment of the Contract or from their manufacture, storage and supply, in accordance with legislation and best practice at the time, as set out in the following legislation and any statutory modification or re-enactment thereof:

Waste Disposal

The Contractor shall comply with the requirements of the following regulations:

- Hazardous Waste (England & Wales) Regulations 2005.

- Producer Responsibility Obligations (Packaging & Waste) Regulations 2003.

The Contractor shall:

- maintain an audit trail of waste;
- use secure disposal sites;
- use appropriate transport for waste (e.g. secure and of suitable capacity);
- hold or use organisations holding appropriate waste licences or exemption certificates;
- retain waste destruction certificates

Environmental Impact

- The Contractor shall comply with the requirements of the following regulations:
 - Noise at Work Regulations 2006 (updated regulation from EU Directive 89/391/EEC).
 - Control of Vibration at Work Regulations 2005 (updated regulation from EU Directive 89/391/EEC).
 - European Union's Energy Using Products Directive 2005 (also known as EUP).
 - United Nations Economic Commission for Europe Policy Statement on Sustainable Timber Resources.
 - [Waste Electrical and Electronic Equipment \(WEEE\)](#)

24.2 The Contractor shall supply the Goods and related services within the scope of UK Environmental Law and EU Directives relating to environmental issues.

24.3 The Contractor shall take all reasonable steps to ensure the observance of the provisions of this Condition 24.

25. Intellectual Property Rights

25.1 It shall be a condition of this Contract that, except to the extent that the Goods are made up in accordance with designs furnished by the Authority, none of the Goods will infringe any patent, trade mark, registered design, copyright or other intellectual property rights in the nature of industrial property of any third party and the Contractor shall indemnify and hold harmless the Authority against all

actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this Condition. For the avoidance of doubt there is no liability cap in relation to this clause 25.1.

- 25.2 All intellectual property rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Contractor by the Authority pursuant to this Contract including any subsequent modifications shall remain vested solely with the Authority and the Contractor shall not (except to the extent necessary for the implementation of this Contract) without prior written consent of the Authority use or disclose any such specifications, plans, drawings, patterns, models or designs or any information (which or not relevant to this Contract) which the Contractor may obtain pursuant to this Contract and in particular (but without prejudice to the generality of the foregoing) the Contractor shall not refer to the Authority or the Contract in any advertisement without the Authority's prior written consent.

26 Audit Access

- 26.1 The Contractor shall grant to the Authority and its agents the right of reasonable access both to any locations and records and shall give all reasonable assistance during the term of this Contract for the purposes of carrying out an audit of the Contractor's compliance with this Contract as well as an audit of all activities, performance, security and integrity in connection with the Goods. Any such financial audits shall be subject to agreed procedures as to its scope and extent subject always to the Contractor's consent to a statutory right of audit by either the National Audit Office or the Audit Commission.
- 26.2 Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by the Contractor, the Authority reserves for itself and its authorised agents the right of immediate access to any locations and records and the Contractor shall render all necessary assistance to the conduct of such investigation at all times during the term of this Contract or at any time thereafter.

27. Damage in Transit

27.1 On dispatch of any consignment of the Goods the Contractor shall send to the Authority at the address for delivery of the Goods an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Contractor shall free of charge and as quickly as possible either repair or replace (as the Authority shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Authority provided that:

(a) in the case of damage to such Goods in transit the Authority shall within thirty days of delivery give notice to the Contractor that the Goods has been damaged;

(b) in the case of non-delivery the Authority shall (provided that the Authority has been advised of the dispatch of the Goods) within ten days of the notified date of delivery give notice to the Contractor that the Goods have not been delivered

28. Notices

28.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one party to the other shall have any validity under the Contract unless made in writing by or on behalf of the party concerned.

28.2 Any notice or other communication pursuant to the Contract must be given in English by letter (sent by hand, first class post, registered post or by recorded delivery) or transmitted by facsimile or electronic mail (confirmed by letter in either case) to the address of the other party set out in the Contract. Provided the relevant notice or communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter was posted or four hours in the case of letters handed over, facsimile transmission and electronic mail or sooner where the other party acknowledges receipt of such notice or communication.

29. Headings

29.1 The headings to Conditions shall not affect their interpretation.

30. Progress Reports

- 30.1 Where formal progress reports are specified in the Contract requirements, the Contractor shall render such reports as to the progress of the Contract at the time and in such form as may be specified or as otherwise agreed between the Contractor and the Authority or his authorised representative.
- 30.2 The submission and acceptance of these reports shall not prejudice the rights of the Authority under any other Condition of the Contract.

31. Third Party Rights

- 31.1 Subject to Clause 31.2, this Contract shall not, and shall not purport to, confer on any third party (including without limitation any employee, officer, agent, representative or sub contractor of either the Contractor or the Authority) any benefit of or any right to enforce any term of this Contract for the purposes of the Contracts (Rights of Third Parties) Act 1999 (the "Act") provided always that this provision shall not affect any right or remedy available to a third party otherwise than under the Act.
- 31.2 The Contractor and the Authority acknowledge and agree that the Administrator shall be entitled to have the benefit of clauses **[9.1, 11.1, 15.1, 25.1 and 39.1]** (as if it were the Authority for the purposes of those clauses) and may enforce those clauses against the Contractor in its own name as if it were a party to this Contract.

32. Incorporation of Annexes

- 32.1 The documents forming any contract resulting from the Framework Arrangement shall be those listed at condition 14 of The Form of Framework Agreement and shall be in the precedence set out therein (with the first referenced having highest priority).

33. Freedom of Information

- 33.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Code of Practice on Access to Government Information (2nd Edition) and shall assist and cooperate with the Authority (at the Contractor's

expense) to enable the Authority to comply with these Information disclosure requirements.

33.2 The Contractor shall and shall procure that its sub-contractors shall: transfer any Request for Information to the other Party as soon as practicable after receipt and in any event within five Working Days of receiving a Request for Information; provide the Authority with a copy of all Information to which it is contractually entitled in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

33.3 The Authority shall be responsible for determining at its absolute discretion whether:-

a) the Information is exempt from disclosure under the FOIA;

b) the Information is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

33.4 The Contractor acknowledges that the Authority may, acting in accordance with the Freedom of Information Act 2000, being obliged to disclose Information:- without consulting with the Contractor, or following consultation with the Contractor and having taken its views into account.

34. Contractor's Status

34.1 In providing the "Goods" the Contractor shall be acting as principal and not as the agent of the Authority.

Accordingly:

- (a) the Contractor shall not (and shall procure that his agents and servants shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Authority, and
- (b) nothing in this Contract shall impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of the Authority, his staff or agents.

35. Contractor's Personnel

35.1 The Contractor shall take the steps reasonably required by the Authority to prevent unauthorised persons being admitted to the Authority Premises or Contractor Premises. If the Authority gives the Contractor notice that any person is not to be admitted to or is to be removed from the Authority or Contractor Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Authority the Contractor shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed in connection with the Contract is surrendered.

35.2 If and when instructed by the Authority, the Contractor shall give to the Authority a list of names and addresses of all persons who are or may be at any time concerned with the "Goods" or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Authority may reasonably require.

35.3 The decision of the Authority as to whether any person is to be admitted to or is to be removed from the Authority or Contractor Premises or is not to become

involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.

- 35.4 The Contractor shall bear the cost of any notice, instruction or decision of the Authority under this condition.

36. Manner of Carrying Out the Delivery of the "Goods"

- 36.1 The Contractor shall make no delivery of "Goods", materials, plant or other things on the Authority's Premises without obtaining the Authority's prior consent.

- 36.2 Access to the Authority Premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the delivery "Goods" concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Authority may reasonably require.

- 36.3 The Authority shall have the power at any time during the progress of the delivery of the "Goods" to order in writing:

(a) the removal from the Authority's Premises of any materials which in the opinion of the Authority are either hazardous, noxious or not in accordance with the Contract, and/or

(b) the substitution of proper and suitable materials, and/or

(c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any "Goods" which, in respect of material or workmanship, is not in the opinion of the Authority in accordance with the Contract.

- 36.4 On completion of the delivery of the "Goods" the Contractor shall remove his plant, equipment and unused materials and shall clear away from the Authority Premises or Other Specified Location all rubbish arising out of the delivery and leave the Authority Premises or Other Specified Location in a neat and tidy condition.

36.5 All property of the Contractor while at the Authority Premises or Other Specified Location shall be at the risk of the Contractor and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby except where any such loss or damage was caused or contributed to by any act, neglect or default of any Servant of the Crown at the Authority Premises or Other Specified Location acting in the course of his employment. The Authority shall accept liability to the extent to which such loss or damage is caused or contributed to as aforesaid.

37. Licences and Permits

37.1 If the performance of the Contract requires any Licences or other permits, it shall be the responsibility of the Contractor to ensure that such Licences are obtained to enable the Goods to be supplied or Services to be performed as required by the Contract at no cost to the Authority.

38. Default

38.1 In the event of the Contractor failing to carrying out any work in accordance with this Contract, the Authority shall (without prejudice to any other remedy available) be entitled:-

- a. to deduct from any account rendered by the Contractor in respect of such work such sum as the Authority considers appropriate;
- b. to have such work carried out satisfactorily by other persons and in the meantime to debar the Contractor, his servants and agents from the premises;
- c. to recover from the Contractor the cost incurred by the Authority under Clause 38.1(b) above after taking account of any sum deducted under Clause 38.1(a) above; and
- d. to terminate the Contract by giving to the Contractor not less than four weeks, notice in writing either wholly or in respect of the part of the Goods in relation to which the default has occurred.

38.2 In the event that this Contract is terminated by the Authority in accordance with Clause 38.1(d) due to any breach of the Terms and Conditions of Contract by the

Contractor, the Authority shall be entitled to claim the excess cost of any suitable and reasonable Goods purchased in the alternative to those Goods not delivered pursuant to the terms of this Contract against the original Contractor.

39. Amendments

- 39.1 The Terms and Conditions shall not be varied or amended unless such variation or amendment is agreed in writing by duly authorised representatives of the Authority and of the Contractor.

Annex C1 Special Terms and Conditions

NONE

Part Two Annex D Pricing SchedulePrice Basis

- (i) The prices listed in sections 1 to 3 below will be FIRM for 12 months from the Effective Date of the framework arrangement and thereafter will be subject to review as set out in Price Review section below.
- (ii) Any discounts against list shall remain FIRM for 12 months and thereafter will be subject to review as set out in the Price Review section below.
- (iii) The Contractor is permitted to enhance or improve its provision of diagnostics, training and/or spare parts on application to the Administrator. The Contractor shall work towards a uniform and clear national discount for spare parts available to all Authorities wherever possible.

Price Review

- (i) The pricing in sections 1 to 3 below will be FIRM for 12 months from the Effective Date of the framework arrangement, and may be reviewed on an annual or half-yearly basis. The Contractor will submit its proposals no less than one month prior to the anniversary, or half-anniversary point of the effective date of the Framework Arrangement. The Administrator may not be in a position to ensure price changes effective from the anniversary or half-anniversary point should the Contractor not comply with this deadline. Proposals for pricing amendments at any other point may be considered by the Administrator in exceptional circumstances noting that the Contractor must provide proposals no less than one month prior to any implementation. Proposals for price increases must include reasoning, based on acceptable factors in line with appropriate market indices/trends, and must be agreed with the Administrator.
- (ii) Discounts against list for vehicles, spare parts, diagnostics, information or training may be reviewed on an annual or half-yearly basis. The Contractor will submit its proposals no less than one month prior to the anniversary, or half-anniversary point of the effective date of the Framework Arrangement. The Administrator may not be in a position to ensure price changes effective from the anniversary or half-anniversary point should the Contractor not comply with this deadline. Proposals for pricing amendments at any other point may be considered by the Administrator in exceptional circumstances noting that the Contractor must provide proposals no less than one month prior to any implementation. Proposals for price increases must include reasoning, based on acceptable factors in line with appropriate market indices/trends, and must be agreed with the Administrator.
- (iii) The Contractor is permitted to enhance its provision for spare parts, training, diagnostics at any point throughout the duration of the framework arrangement on agreement with the Administrator.
- (iv) Tenderers are invited to submit a percentage figure representing their proposed cap on annual price increases.

Value Added Tax

- (i) Prices shall be detailed as exclusive of Value Added Tax or its equivalent in the country of origin.

Inclusive Pricing

- (i) All prices shall be inclusive of all costs and charges of supplying the goods/services in accordance with the Framework Arrangement with the exception of (ii) below.

NAPFM Framework Arrangement for the Provision of Vehicles and Spare Parts

- (ii) Pricing shall not include road tax, number plates or registration which shall be the responsibility of the Authority. However, the Authority may still request these requirements from the Contractor as part of its Order.
- (iii) Tenderers shall clearly show in their response if the requirements of (ii) above affects the interpretations of list prices stated, particularly where such stated list prices are inclusive of any of the elements of (ii) above.

Delivery and Storage

- (i) Prices shall include delivery by appropriate transport means to any address as agreed with the Authority. In addition, the Authority shall have the option of collecting vehicles from an agreed location if requested. Pricing relating to delivery shall be set out where requested. All prices relating to delivery whether requested in the Instructions, tables below, or mini-competitions shall include all duties, taxes and levies required to deliver to the specified location.

Statutes and Orders

- (i) The basis of each Price has been formulated from all Terms and Conditions contained in the Framework Arrangement specified or reasonably applied therein. However, any statute or order not existing or any statute or order to which the Contractor could not have had the opportunity to consider at the time of formulating its prices may cause an amendment to the Prices as shown if approved through the Administrator.

Further Notes to Tenderers

- (i) The resulting prices agreed with successful tenderer(s) shall be incorporated into this Annex and made part of the Framework Arrangement.
- (ii) All pricing must be quoted in sterling.
- (iii) Any additional charges not provided for in the Schedules shall be stated separately and stated clearly as to where they apply.

Special Offers and discounts

- (i) The Contractor may from time to time make additional special or short term offers to Authorities. The Authority reserves the right to take advantage of such offers as and when they arise.

Model Replacement Conditions

- (i) A successful Tenderer will not be permitted to replace any of the models set out below in sections 1 to 3 unless the following conditions are satisfied:
 - A) The Contractor and the Administrator acknowledge that production of certain vehicles approved by the Administrator as part of the tender process commenced on 12th May 2010 may come to the end of their respective production life cycle during the term of the Framework Arrangement ("the Outgoing Model"). The Contractor shall notify the Administrator in writing of any decision to discontinue the production of any vehicles included on the Framework Arrangement within 10 working days of any such decision being taken by the Contractor.
 - B) The Contractor may, within a reasonable time limit from the notification in (A) above agreed by the Contractor and the Administrator, make a proposal for a replacement vehicle (the "Replacement Vehicle") to be added to the Framework Arrangement (the "Proposal").

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- C) The Administrator shall:
1. not be required to consider a Proposal where, in its reasonable opinion, the Replacement Vehicle is not the Outgoing Model's direct replacement;
 2. be entitled to evaluate the Replacement Vehicle applying the original evaluation criteria detailed in the invitation to tender dated 12th May 2010.
 3. be entitled to reject any Proposal at its absolute discretion.
- D) Without prejudice to the Administrator's absolute discretion pursuant to clause C3 above, the Contractor acknowledges and agrees that the Administrator will only consider the inclusion of a Replacement Vehicle within the Framework Arrangement if:
1. it fully meets the applicable Specifications and Administrator's requirements contained in the Instructions to Tenderers, Annex E and the Police Specification Volume respectively.
 2. the score achieved by the Administrator applying the Original Criteria to the Replacement Vehicle is equal to, or exceeds, the score originally attributed to the Outgoing Model; and
 3. the Administrator is satisfied such inclusion does not breach any applicable law from time to time (in respect of which no warranties are made or given by the Administrator to the Contractor).
 4. the price of the Replacement Vehicle will not increase by more than 5% of the price of the Outgoing Model.

1. High Performance Category (Category D)

- (i) The Tenderer must complete the following tables in full for the vehicles proposed in this category and their estate versions. The details must correspond to the details given in response to the Instructions to Tenderers for this category.
- (ii) The tables must be completed showing separately and clearly the base production vehicle and the mandatory items that turn the vehicle into a police vehicle as specified in the Specification Volume eg cabling, mounting and securing equipment, battery management and split charging systems, heavy duty alternator etc, in addition to deletions such as civilian radio\audio systems, sunroof etc.
- (iii) Optional items requested in the Specifications pertinent to this category should be set out clearly in the separate table as a priced option eg 2nd mirror, enhanced warranty options etc.
- (iv) The Tenderer must provide pricing on the basis that: (a) 3 suppliers will supply vehicles under this category; (b) 4 suppliers will supply vehicles under this category; and (c) an unrestricted number of suppliers may supply vehicles under this category.

Model proposed relating to 1.1.1 of the High Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the High			

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	Performance Vehicle specification, including 2.3, 2.9 and 2.10. - For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here. - Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here. - The price here must not include the items identified in the Options Table below. - The price must be based on the colour white			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail)			
7	CCTV (Tenderer to detail)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.1 of the High Performance specification – Estate Version:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the High			

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	Performance Vehicle specification, including 2.3, 2.9 and 2.10. - For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here. - Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here. - The price here must not include the items identified in the Options Table below. - The price must be based on the colour white			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail)			
7	CCTV (Tenderer to detail)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.2 of the High Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles			

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	and Support, and sections from the High Performance Vehicle specification, including 2.3, 2.9 and 2.10. - For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here. - Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here. - The price here must not include the items identified in the Options Table below. - The price must be based on the colour white			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail)			
7	CCTV (Tenderer to detail)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.2 of the High Performance specification – Estate Version:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to			

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	7.25 of the Common Requirements for Vehicles and Support, and sections from the High Performance Vehicle specification, including 2.3, 2.9 and 2.10. - For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here. - Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here. - The price here must not include the items identified in the Options Table below. - The price must be based on the colour white			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail)			
7	CCTV (Tenderer to detail)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Other Pricing Details for this Category

- Details relating to Training will be inserted here. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to Diagnostics will be inserted here. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
- The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.

- Details relating to supply of technical information and parts information will be inserted here.
- Other details requested in the ITT and not addressed under the above headings.

2. Intermediate Performance Category (Category E)

- (i) The Tenderer must complete the following tables in full for the vehicles proposed in this category and their estate versions. The details must correspond to the details given in response to the Instructions to Tenderers for this category.
- (ii) The tables must be completed showing separately and clearly the base production vehicle and the mandatory items that turn the vehicle into a police vehicle as specified in the Specification Volume eg cabling, mounting and securing equipment, battery management and split charging systems, heavy duty alternator etc, in addition to deletions such as civilian radio/audio systems, sunroof etc.
- (iii) Optional items requested in the Specifications pertinent to this category should be set out clearly in the separate table as a priced option eg 2nd mirror, enhanced warranty options etc.
- (iv) The Tenderer must provide pricing on the basis that: (a) 3 suppliers will supply vehicles under this category; (b) 4 suppliers will supply vehicles under this category; and (c) an unrestricted number of suppliers may supply vehicles under this category.

Model proposed relating to 1.1.1 of the Intermediate Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Intermediate Performance Vehicle specification, including 2.3.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			

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Total Price (£) Ex Vat			
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Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle (if available)			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail if available)			
7	CCTV (Tenderer to detail if available)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.1 of the Intermediate Performance specification – Estate Version:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Intermediate Performance Vehicle specification, including 2.3.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by			

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	the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle (if available)			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail if available)			
7	CCTV (Tenderer to detail if available)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.2 of the Intermediate Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Intermediate Performance Vehicle specification, including 2.3.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by			

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	the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle (if available)			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail if available)			
7	CCTV (Tenderer to detail if available)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.2 of the Intermediate Performance specification – Estate Version:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Intermediate Performance Vehicle specification, including 2.3.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles			

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	whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle (if available)			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Auxiliary battery and split charge			
5	Higher spec Thatcham (Tenderer to specify)			
6	Sensors (Tenderer to detail if available)			
7	CCTV (Tenderer to detail if available)			
8	2 nd mirror			
9	Calibrated speedo			
10	Run lock			
11	Warranty options above the minimum requested above (Tenderer to specify)			

Other Pricing Details for this Category

- Details relating to Training will be inserted here. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to Diagnostics will be inserted here. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
- The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to supply of technical information and parts information will be inserted here.
- Other details requested in the ITT and not addressed under the above headings.

3. Low Performance Category (Category F)

- (i) The Tenderer must complete the following tables in full for the vehicles proposed in this category and the required estate version. The details must correspond to the details given in response to the Instructions to Tenderers for this category.
- (ii) The tables must be completed showing separately and clearly the base production vehicle and the mandatory items that turn the vehicle into a police vehicle as specified in the Specification Volume eg cabling, mounting and securing equipment, battery management and split charging systems, heavy duty alternator etc, in addition to deletions such as civilian radio\audio systems, sunroof etc.
- (iii) Optional items requested in the Specifications pertinent to this category should be set out clearly in the separate table as a priced option eg enhanced warranty options etc.

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- (iv) The Tenderer must provide pricing on the basis that: (a) 3 suppliers will supply vehicles under this category; (b) 4 suppliers will supply vehicles under this category; and (c) an unrestricted number of suppliers may supply vehicles under this category.
- (v) The Tenderer must provide actual pricing for its proposed turnkey vehicles in the tables below and, where the Tenderer is committing to make turnkey vehicles available and an actual price is not known, a maximum price in respect of those items listed (where applicable please state this to be the case).

Model proposed relating to 1.1.1 of the Low Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Low Performance Vehicle specification, including 2.3.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle (if available)			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Higher spec Thatcham (Tenderer to specify)			

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5	Sensors (Tenderer to detail if available)			
6	CCTV (Tenderer to detail if available)			
7	Run lock			
8	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.2 of the Low Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Low Performance Vehicle specification, including 2.3.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle (if available)			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Higher spec Thatcham (Tenderer to specify)			
5	Sensors (Tenderer to detail if available)			
6	CCTV (Tenderer to detail if available)			

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7	Run lock			
8	Warranty options above the minimum requested above (Tenderer to specify)			

Model proposed relating to 1.1.2 of the Low Performance specification – Estate Version:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Low Performance Vehicle specification, including 2.3.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Automatic option of the above specified vehicle (if available)			
2	Colour silver (state any cost difference here)			
3	Any other colour (state any cost difference here)			
4	Higher spec Thatcham (Tenderer to specify)			
5	Sensors (Tenderer to detail if available)			
6	CCTV (Tenderer to detail if available)			
7	Run lock			
8	Warranty options above the minimum requested			

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above (Tenderer to specify)			
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The Tenderer is also requested to provide pricing for the proposed turnkey solutions (if available) by completing the tables below:

Model proposed relating to 1.1.1 of the Low Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Generic Turnkey specification, including 1.5, and 2.1 to 2.11.</p> <ul style="list-style-type: none"> - For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here. - Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here. - The price here must not include the items identified in the Options Table below. - The price must be based on the colour white 			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Colour silver (state any cost difference here)			
2	Any other colour (state any cost difference here)			
3	Higher spec Thatcham (Tenderer to specify)			
4	Sensors (Tenderer to detail if available)			
5	CCTV (Tenderer to detail if available)			
6	Warranty options above the minimum requested above (Tenderer to specify)			

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7	Supply and fit IDR/JDR (3.1 of Turnkey specification)			
8	Additional front lighting (3.2 of Turnkey specification)			
9	Radio Antennas and Cabling (3.3 of Turnkey specification)			
10	MDT facility (3.4 of Turnkey specification)			
11	Additional Front Blue Lights (3.5 of Turnkey specification)			
12	Rear Reds (3.6 of Turnkey specification)			
13	Additional Emergency Warning Lights (3.7 of Turnkey specification)			
14	Vehicle Conspicuity Livery - Full Battenburg (3.8 of Turnkey specification)			
15	Run lock (3.9 of Turnkey specification)			

Model proposed relating to 1.1.2 of the Low Performance specification:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Generic Turnkey specification, including 1.5, and 2.1 to 2.11.</p> <p>- For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here.</p> <p>- Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here.</p> <p>- The price here must not include the items identified in the Options Table below.</p> <p>- The price must be based on the colour white</p>			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex	Price (£) ex	Price (£) ex
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		VAT (based on 3 suppliers)	VAT (based on 4 suppliers)	VAT (based on no supplier restriction)
1	Colour silver (state any cost difference here)			
2	Any other colour (state any cost difference here)			
3	Higher spec Thatcham (Tenderer to specify)			
4	Sensors (Tenderer to detail if available)			
5	CCTV (Tenderer to detail if available)			
6	Warranty options above the minimum requested above (Tenderer to specify)			
7	Supply and fit IDR/JDR (3.1 of Turnkey specification)			
8	Additional front lighting (3.2 of Turnkey specification)			
9	Radio Antennas and Cabling (3.3 of Turnkey specification)			
10	MDT facility (3.4 of Turnkey specification)			
11	Additional Front Blue Lights (3.5 of Turnkey specification)			
12	Rear Reds (3.6 of Turnkey specification)			
13	Additional Emergency Warning Lights (3.7 of Turnkey specification)			
14	Vehicle Conspicuity Livery - Full Battenburg (3.8 of Turnkey specification)			
15	Run lock (3.9 of Turnkey specification)			

Model proposed relating to 1.1.2 of the Low Performance specification – Estate Version:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Base production vehicle (manual)			
2	<p>Specification items referred to in the Instructions to Tenderers for this category that turn the base production vehicle into the vehicle required as set out in the Instructions including: All testing requirements, items 4.9 to 4.13. 6.3 to 6.7, 7.1 to 7.25 of the Common Requirements for Vehicles and Support, and sections from the Generic Turnkey specification, including 1.5, and 2.1 to 2.11.</p> <ul style="list-style-type: none"> - For the avoidance of doubt, the proposal for air bags whether it meets the minimum or exceeds it must be included here. - Furthermore, the price must include work undertaken by the Tenderer to incorporate the items specified here. - The price here must not include the items identified in the Options Table below. - The price must be based on the colour white 			
3	Spare wheel (The Tenderer must include a spare wheel to ensure a level playing field for evaluation purposes whether or not a spare			

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	wheel is fitted or not – The Authority will expect a spare wheel whatever the circumstances even if it comes separately from the vehicle)			
4	Minimum warranty of 3 years or 60,000 miles whichever is the earlier.			
5	Delivery to any location in the UK specified by the Authority			
	Total Price (£) Ex Vat			

Options table for the above model:

No	Description	Price (£) ex VAT (based on 3 suppliers)	Price (£) ex VAT (based on 4 suppliers)	Price (£) ex VAT (based on no supplier restriction)
1	Colour silver (state any cost difference here)			
2	Any other colour (state any cost difference here)			
3	Higher spec Thatcham (Tenderer to specify)			
4	Sensors (Tenderer to detail if available)			
5	CCTV (Tenderer to detail if available)			
6	Warranty options above the minimum requested above (Tenderer to specify)			
7	Supply and fit IDR/JDR (3.1 of Turnkey specification)			
8	Additional front lighting (3.2 of Turnkey specification)			
9	Radio Antennas and Cabling (3.3 of Turnkey specification)			
10	MDT facility (3.4 of Turnkey specification)			
11	Additional Front Blue Lights (3.5 of Turnkey specification)			
12	Rear Reds (3.6 of Turnkey specification)			
13	Additional Emergency Warning Lights (3.7 of Turnkey specification)			
14	Vehicle Conspicuity Livery - Full Battenburg (3.8 of Turnkey specification)			
15	Run lock (3.9 of Turnkey specification)			

Other Pricing Details for this Category

- Details relating to Training will be inserted here. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to Diagnostics will be inserted here. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
- The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to supply of technical information and parts information will be inserted here.
- Other details requested in the ITT and not addressed in the above headings.

4. Van Categories (Categories H to L)

Pricing relating to the following categories should be provided as requested in the sections below (pricing against actual requirements may be established at a mini-competition stage):

- Car-Derived Van, Load Capacity up to 3500Kg
 - Panel Van up to 3500Kg
 - Light Commercial Vehicle 3500Kg to 7500Kg
 - Police Protected Support Unit Vehicle (PSU) and General Personnel Carrier
 - Large Goods Vehicle
- Details relating to vehicle discounts against list together with applicable price list will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.
 - Details relating to Training will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
 - Details relating to Diagnostics will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
 - The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.
 - Details relating to supply of technical information and parts information will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.
 - Other details requested in the ITT and not addressed under the above headings.

The Administrator and Authorities reserve the right to seek further discounts pursuant to mini competitions. The Administrator reserves the right to introduce enhanced pricing discounts on application from time to time by the Contractor.

5. 4x4 Road Policing/Non-Road Policing Units (Category G)

Pricing relating to this category should be provided as requested in the sections below (pricing against actual requirements may be established at a mini-competition stage).

- Details relating to base vehicle discounts against list together with applicable price list will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.
- Details relating to Training will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to Diagnostics will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
- The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.

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- Details relating to supply of technical information and parts information will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.
- Other details requested in the ITT and not addressed under the above headings.

The Administrator and Authorities reserve the right to seek further discounts pursuant to mini competitions. The Administrator reserves the right to introduce enhanced pricing discounts on application from time to time by the Contractor.

6. MPS Route (High Performance, Intermediate Performance and Low Performance (Categories A to C))

Pricing relating to the following categories should be provided as requested in the sections below (pricing against actual requirements may be established at a mini-competition stage):

- High Performance
- Intermediate Performance
- Low Performance

- Details relating to base vehicle discounts against list together with applicable price list will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.
- Details relating to Training will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to Diagnostics will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
- The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to supply of technical information and parts information will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.
- Other details requested in the ITT and not addressed under the above headings.

The Administrator and Authorities reserve the right to seek further discounts pursuant to mini competitions. The Administrator reserves the right to introduce enhanced pricing discounts on application from time to time by the Contractor.

7. Motorcycle Categories (Categories M to P)

Pricing relating to the following categories should be provided as requested in the sections below (pricing against actual requirements may be established at a mini-competition stage):

- Scooters and Road-Going Motorcycles – up to 800cc
- Low Performance and Off-Road Motorcycles – up to 450cc
- Marked Patrol High Performance Motorcycle
- High Performance Motorcycle

- Details relating to base vehicle discounts against list together with applicable price list will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.

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- Details relating to Training will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to Diagnostics will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
- The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to supply of technical information and parts information will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers.
- Other details requested in the ITT and not addressed under the above headings.

The Administrator and Authorities reserve the right to seek further discounts pursuant to mini competitions. The Administrator reserves the right to introduce enhanced pricing discounts on application from time to time by the Contractor.

8. Discreetly Armoured Saloon/4x4 Vehicle (Category Q)

Pricing relating to this category should be provided as requested in the sections below (pricing against actual requirements may be established at a mini-competition stage).

- Details relating to base discounts against list (if available) together with applicable price list will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers.
- Details relating to Training will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers. Note Training details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to Diagnostics will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers. Note Diagnostics details and pricing may be enhanced throughout the Framework Arrangement duration.
- The Tenderer must provide its discount against list for spare parts here:
The Tenderer must provide any further discounts based on volume here:
Details relating to Spare Parts will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.
- Details relating to supply of technical information and parts information will be inserted here from the Tenderer’s response to section 10 of the Instructions to Tenderers.
- Other details requested in the ITT and not addressed under the above headings.

The Administrator and Authorities reserve the right to seek further discounts pursuant to mini competitions. The Administrator reserves the right to introduce enhanced pricing discounts on application from time to time by the Contractor.

9. Standard Vehicles (Category R)

Pricing relating to this category should be provided as requested in the sections below (pricing against actual requirements may be established at a mini-competition stage).

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- Details relating to base discounts against list together with applicable price list will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers.

- The Tenderer must provide its discount against list for spare parts here (if available):
.....
The Tenderer must provide any further discounts based on volume here (if available):
.....
Details relating to Spare Parts will be inserted here from the Tenderer's response to section 10 of the Instructions to Tenderers. Note Spare Parts details and pricing may be enhanced throughout the Framework Arrangement duration.

- Other details requested in the ITT and not addressed under the above headings.

The Administrator and Authorities reserve the right to seek further discounts pursuant to mini competitions. The Administrator reserves the right to introduce enhanced pricing discounts on application from time to time by the Contractor.

Appendix 1 Conformance to Specification Form

Note One: Tenderers must show the extent to which vehicles proposed under the Framework Arrangement conform to the required Specification for categories D to F. The requirements are those set out in the Instructions to Tenderers pertinent to the relevant category.

Note Two: The information submitted by a successful Tenderer will be transferred into the Conformance to Specification Form attached. Any agreed Replacement Vehicle must follow the same process i.e. the Contractor will propose a vehicle with details corresponding to the relevant requirements similar to the Outgoing Vehicle.

Annex F

DELIVERY SCHEDULE

As stated in tender and ITT documents.

Appendix 1 ACPO/ACPOS Regions Map

Annex G **LIST OF AUTHORITIES**

The following is a list of those bodies authorised to procure vehicles and spare parts and specified Goods and related services through this framework arrangement.

The list contains United Kingdom police forces, law enforcement agencies, Fire Authorities, Ambulance Service NHS Trusts and NHS National Blood and Transplant.

The list also includes a number of other bodies who may be called on to purchase vehicles and spare parts and associated goods and services for police or law enforcement work including law enforcement/police service authorities and other related Home Office departments.

Purchases may also be made by NHS Trusts, Strategic Health Authorities and Special Health Authorities.

For the avoidance of doubt any contracting authorities, or their procuring authority, identified or falling within the description set out in the OJEU Notice Reference 2008/S 151-203796, including but not limited to authorities referred to or included in the Police Act 2006, may purchase through this Framework Arrangement.

The Government Car and Despatch Agency (GCDA) may purchase Discreetly Armoured vehicles through this framework arrangement.

At the Administrator's discretion this list may be amended from time to time.

Avon and Somerset Constabulary PO Box 37 Portishead Bristol Avon BS20 8QJ	Bedfordshire Police Woburn Road Kempston Bedford MK43 9AX	Cambridgeshire Constabulary Hinchingsbrooke Park Huntingdon PE29 6NP
Central Scotland Police Randolphfield Stirling FK8 2HD	Cheshire Constabulary Clemonds Hey Oakmere Road Winsford Cheshire CW7 2UA	City of London Police 37 Wood Street London EC2P 2NQ
Cleveland Police PO Box 70 Ladgate Lane Middlesbrough TS8 9EH	Cumbria Constabulary Carleton Hall Penrith Cumbria CA10 2AU	Derbyshire Constabulary Butterley Hall Ripley Derby DE5 3RS
Devon and Cornwall Constabulary Middlemoor Exeter EX2 7HQ	Dorset Police Winfrith Dorchester DT2 8DZ	Dumfries and Galloway Constabulary Cornwall Mount Dumfries DG1 1PZ
Durham Constabulary Aykley Heads Durham DH1 5TT	Dyfed Powys Police PO Box 99 Llangunnor Carmarthen SA31 2PF	Essex Police PO Box 2 Springfield Chelmsford CM2 6DA

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Fife Constabulary Detroit Road Glenrothes Fife KY6 2RJ	Gloucestershire Constabulary No. 1 Waterwells Waterwells Drive Quedgeley GL2 2AN	Grampian Police Queen Street Aberdeen AB10 1ZA
Greater Manchester Police PO Box 22 (S. West PDO) Chester House Boyer Street Manchester M16 0RE	Gwent Police Croesyceiliog Cwmbran Torfaen NP44 2XJ	Hampshire Constabulary West Hill Winchester Hants SO22 5DB
Hertfordshire Constabulary Stanborough Road Welwyn Garden City Hertfordshire AL8 6XF	Home Office 10 Marsham Street London SW1P 4DF	Humberside Police Priory Road Hull HU5 5SF
Isle of Man Constabulary Glencrutchley Road Douglas Isle of Man IM2 4RG	Kent Police Sutton Road Maidstone Kent ME15 9BZ	Lancashire Constabulary PO Box 77 Hutton Nr Preston PR4 5SB
Leicestershire Constabulary St John's Enderby Leicester LE19 2BX	Lincolnshire Police Deepdale Lane Nettleham Lincoln LN5 2LT	Lothian and Borders Police Fettes Avenue Edinburgh EH4 1RB
Merseyside Police PO Box 59 Liverpool L69 1JD	Metropolitan Police New Scotland Yard Broadway London SW1H 0BG	Norfolk Constabulary Falconers Chase Wymondham Norfolk NR18 0WW
Northamptonshire Police Wooton Hall Northampton NN4 0JQ	Northern Constabulary Old Perth Road Inverness IV2 3SY	Northumbria Police Ponteland Newcastle Upon Tyne NE20 0BL
North Wales Police Glan Y Don Colwyn Bay LL29 8AW	North Yorkshire Police Newby Wiske Hall Northallerton North Yorkshire DL7 9HA	Nottinghamshire Police Sherwood Lodge Arnold Nottingham NG5 8PP
National Policing Improvement Agency 10-18 Victoria Street London SW1H 0NN	Police Service of Northern Ireland Brooklyn 65 Knock Road Belfast BT5 6LE	Scottish Police Service Authority Elfinstone House 65 West regent Street Glasgow G2 2AF.
The Scottish Government Victoria Quay Edinburgh EH6 6QQ	Scottish Police College Tulliallan Castle Kincardine-on-Forth By Alloa Clackmannanshire FK10 4BE	South Wales Police Cowbridge Road Bridgend CF31 3SU

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South Yorkshire Police Snig Hill Sheffield S3 8LY	Staffordshire Police Cannock Road Stafford ST17 0QG	Strathclyde Police 173 Pitt Street Glasgow G2 4JS
Suffolk Constabulary Martlesham Heath Ipswich IP5 3QS	Surrey Police Mount Browne Sandy Lane Guildford GU3 1HG	Sussex Police Malling House Lewes BN7 2DZ
Tayside Police PO Box 59 West Bell Street Dundee DD1 9JU	Thames Valley Police Oxford Road Kidlington Oxford OX5 2NX	Warwickshire Police PO Box 4 Leek Wooton Warwick CV35 7QB
West Mercia Constabulary Hindlip Hall Hindlip PO Box 55 Worcester WR3 8SP	West Midlands Police PO Box 52 Lloyd House Colmore Queensway Birmingham B4 6NQ	West Yorkshire Police PO Box 9 Wakefield WF1 3QP
Wiltshire Constabulary London Road Devizes SN10 2DN	British Transport Police 25 – 27 Camden Road London NW1 9LN.	Guernsey Police Hospital Lane St Peter Port Guernsey GY1 2QN
State of Jersey Police P O Box 789 St Helier Jersey JE4 8ZD.	Civil Nuclear Constabulary CNC Building F6 Culham Science Centre Abingdon Oxfordshire OX14 3DB	Port of Liverpool Police Liverpool Freeport L21 1JD
Port of Dover Police Eastern Docks Dover CT16 1JA	Port of Bristol Police Royal Portbury Dock Portbury Dock Bristol BS20 7XQ	Port of Felixstowe Security and Port Police Unit The Dock Felixstowe Suffolk IP11 3SY
Port of Tilbury Police Eastern Road Tilbury Freeport Essex RM18 7DU	Tees and Hartlepool Harbour Police, Teesport Harbour Police Harbour Master's Office Tees Dock Grangetown Cleveland TS6 6UD	MoD Vehicle Workshop Excalibur House Unit 3 Godfrey Way Hounslow Middlesex TW4 5SY
Serious Organised Crime Agency P O Box 8000 London SE11 5EN.	Association of Chief Police Officers (TAM) 6 th Floor 11 Victoria Street London SW1H 0NN	H.M. Inspectors Constabulary Ground Floor Ashley House 12 Monck Street London SW1P 2BQ

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Government Communications Planning Directorate (GCPD) 46 Ponton Road Unit 6, Nine Elms London SW8 5AX	H.M Revenue & Customs Logistics Vehicles 1 st Floor Ralli Quays Salford Manchester M60 9LQA	UK Borders Agency 1 st Floor Peel Building 13 Marsham Street London SW1P 4DF
Mersey Tunnels Police Georges Dock Building Pier Head Liverpool L3 2AN	MoD Police MDPGA HQ Wethersfield Braintree Essex. CM7 4AZ	Government Communication Bureau 85 Albert Embankment London SE1

Avon Fire and Rescue Service. Headquarters Temple Back Bristol BS1 6EU.	Bedfordshire and Luton Fire and Rescue Service. Southfields Road Kempston Bedford MK42 7NR.	Royal Berkshire Fire and Rescue Service. 103 Dee Road Reading Berks RG30 4FS.
Buckinghamshire Fire and Rescue Service. Cambridge Street Aylesbury HP20 1BD.	Cambridgeshire Fire and Rescue Service. Hinchingsbrooke Cottage Brampton Road Huntingdon Cambridgeshire PE29	Cheshire Fire and Rescue Service. Headquarters Sadler Road Winsford Cheshire CW7 2FO.
Cleveland Fire Brigade. Fire Brigade Headquarters Endeavour House Stockton Road Hartlepool	Cornwall County Fire Brigade. Old County Hall Station Road Truro, Cornwall TR1 3HA.	County Durham and Darlington Fire and Rescue Service. Framwellgate Moor Durham DH1 5JR.
Cumbria Fire and Rescue Service. Station Road Cockermouth Cumbria CA13 9PR.	Derbyshire Fire and Rescue Service. The Old Hall Burton Road Littleover Derbyshire DE23 6EH.	Devon and Somerset Fire and Rescue Service. Service Headquarters Clyst St. George Exeter EX3 0NW.
Dorset Fire and Rescue Service. Fire Service HQ Colliton Park Dorchester, Dorset DT1 1FB.	East Sussex Fire and Rescue Fire Service. 14 Upperton Road Eastbourne Sussex BN21 1FU.	Essex County Fire and Rescue Service. Rayleigh Close Hutton Brentwood Essex CM13 1AL.
Gloucestershire Fire and Rescue Service. Waterwells Drive Quedgley Gloucester GL2 2AX.	Greater Manchester Fire and Rescue Service. 146 Bolton Road Swinton Manchester M27 8US.	Guernsey Fire and Rescue Service. Town Arsenal St Peter Port Guernsey GY1 1UW.

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Hampshire Fire and Rescue Service. Leigh Road Eastleigh SO50 9SJ.	Hereford and Worcester Fire and Rescue Service. 15 Kings Court Charles Hastings Way Worcester WR5 1JR.	Hertfordshire Fire and Rescue Service. Old London Road Hertford SG13 7LD.
Humberside Fire and Rescue Service. Headquarters Summergroves Way Kingston upon Hull HU4 7BB.	Isle of Man Fire and Rescue Service. Elm Tree House Elm Tree Road Onchan, Isle of Man	Isles of Scilly Fire and Rescue Service. Administration Centre St Mary's Airport St Mary's Isles of Scilly TR21 0NG.
Isle of Wight Fire and Rescue Service. Service Headquarters St Nicolas 58 St. John's Road Newport. PO30 1LT.	Kent Fire and Rescue Service. The Godlands Straw Mill Hill Tovil, Maidstone ME15 6XB.	Lancashire Fire and Rescue Service. Garstang Road Fulwood, Preston Lancashire PR2 3LH.
Leicestershire Fire and Rescue Service. Anstey Frith Leicester Road Glenfield Leicester LE3 8HD.	Lincolnshire Fire and Rescue Service. South Park Avenue Lincoln LN5 8EL.	London Fire Brigade. 169 Union Street Southwark London SE1 0LR.
Merseyside Fire and Rescue Service. Bridle Road Bootle Liverpool L30 4YD.	Norfolk Fire and Rescue Service. Whitegates Hethersett Norwich NR9 3DN.	Northamptonshire Fire and Rescue Service. Fire Service Headquarters Moulton Way, Moulton Park Northampton
Northern Ireland Fire and Rescue Service. Headquarters 1 Seymour Street Lisburn Co. Antrim BT27 4SX.	North Yorkshire Fire and Rescue Service. Thurston Road Northallerton North Yorkshire DL6 2 ND .	Nottinghamshire Fire and Rescue Service. Bestwood Lodge Arnold Nottingham NG5 8PD.
Oxfordshire Fire and Rescue Service. Sterling Road Kidlington Oxford OX5 2DU.	Shropshire Fire and Rescue Service. St. Michael's Street Shrewsbury Shropshire SY1 2HJ.	South Yorkshire Fire and Rescue Service. Command Headquarters Wellington Street Sheffield S1 3FG.
Staffordshire Fire and Rescue Service. Pirehill Stone Staffordshire ST15 0BS.	States of Jersey Fire and Rescue Service. Rouge Bouillon St. Helier Jersey JE2 3ZA.	Suffolk Fire and Rescue Service. Eandevour House 16 Russell Road Ipswich Suffolk IP1 2BX.
Surrey Fire and Rescue Services. Headquarters Croydon Road Reigate Surrey RH2 0E1	Tyne and Wear Fire and Rescue Service. Nissan Way Barmston Mere Sunderland SR5 3QY.	Warwickshire Fire and Rescue Service. HQ, Warwick Street Leamington Spa Warwickshire CV32 5LH.

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West Midlands Fire Service. Lancaster Circus Queensway Birmingham B4 7DE.	West Sussex Fire and Rescue Service. Northgate Chichester West Sussex PO19 1BD.	West Yorkshire Fire and Rescue Service. Oakroyd Hall Birkenshaw Bradford BD11 2DY.
Wiltshire Fire and Rescue Service. Manor House Potterne, Devizes Wiltshire. SN10 5PP.	Central Scotland Fire and Rescue Service. Headquarters Main Street Maddiston Falkirk FK2 0LG.	Dumfries and Galloway Fire and Rescue Service. Brooms Road Dumfries DG1 2DZ.
Fife Fire and Rescue Service. Headquarters Strathore Road Thornton, Kirkcaldy Fife KY1 4DF.	Grampian Fire and Rescue Service. 19 North Anderson Drive Aberdeen AB15 6DW.	Highlands and Islands Fire and Rescue Service. Fire Service Headquarters 17 Harbour Road Longman West Inverness.
Lothian and Borders Fire and Rescue Service. 76 – 78 Lauriston Place Edinburgh EH3 9DE.	Strathclyde Fire and Rescue. Headquarters Bothwell Road Hamilton Lanarkshire ML3 0EA.	Tayside Fire and Rescue. Blackness Road Dundee DD1 5PA.
Mid and West Wales Fire and Rescue Service. Service Headquarters Lime Grove Avenue Carmathen SA31 1SP.	North Wales Fire and Rescue Service. Ffordd Salesbury St. Asaph Business Park St. Asaph Denbighshire LL18 0JJ.	South Wales Fire and Rescue Service. Lanelay Hall Pontyclun CF72 9XA.
The Fire Service College Moreton-In-Marsh Gloucestershire GL56 0RH.		

East Midlands Ambulance Service NHS Trust, Beechdale Road, Nottingham, Nottinghamshire, NG8 3LL	East Of England Ambulance Service NHS Trust, Ambulance Station, Hospital Lane, Hellesdon, Norwich, Norfolk, NR6 5NA	Great Western Ambulance Service NHS Trust, Jenner House, Langley Park Estate, Chippenham, Wiltshire SN15 1GG
London Ambulance Service NHS Trust, 220 Waterloo Road, London, Greater London SE1 8SD	North East Ambulance Service NHS Trust, Scotswood House, Amethyst Road, Newcastle Business Park, Newcastle Upon Tyne, Tyne and Wear NE4 7YL	North West Ambulance Service NHS Trust, Ladybridge Hall, 399 Chorley New Road, Bolton, Lancashire BL1 5DD

NAPFM Framework Arrangement for the Provision of Vehicles and Spare Parts

South Central Ambulance Service NHS Trust, 44 Finchampstead Road, Wokingham, Berkshire RG40 2NN	South East Coast Ambulance Service NHS Trust, 40-42 Friars Walk, Lewes, East Sussex BN7 2XW	South Western Ambulance Service NHS Trust, Westcountry House, Abbey Court, Eagle Way, Sowton Industrial Estate, Exeter, Devon EX2 7HY
West Midlands Ambulance Service NHS Trust, Waterfront Business Park, Waterfront Way, Brierley Hill, West Midlands DY5 1LX	Yorkshire Ambulance Service NHS Trust, Springhill 11, Wakefield 41 Industrial Estate, Brindley Way, Wakefield, West Yorkshire WF2 0XQ.	NHS Blood & Transplant Plymouth Grove Manchester M13 9LL.

Annex H Awards under the Framework Arrangement

In this Annex H the following expressions have the meanings set out below:

“Framework Contractor” means each supplier appointed by the Administrator to provide goods and related services pursuant to arrangements similar to the Framework Arrangement and entered into on or about the same date;

“Category” means the category of vehicle specified and set out in the Administrator’s invitation to tender;

“Guidance” means applicable guidance issued by the UK Government;

“Invitation to Tender” means the invitation to tender issued by the Administrator on or around 12 May 2010.

Awards under the Framework Arrangement

- 1.1 If an Authority decides to source Goods or related services through the Framework Arrangement then it may:-
 - 1.1.1 award its Goods and related services requirements for Categories A to R (“Standard Goods”) in accordance with the terms laid down in this Framework Arrangement without reopening competition; or
 - 1.1.2 award its Goods and related services requirements for Categories A to R (where all the terms are not laid out in the Framework Arrangement) (“Competed Goods”) following a mini-competition conducted in accordance with the requirements of the law and Guidance.

Standard Goods (awards without re-opening competition)

- 1.2 Any Authority ordering Standard Goods under the Framework Arrangement without re-opening competition shall:-
 - 1.2.1 identify the relevant Category which its Standard Goods requirements fall into;
 - 1.2.2 having regard to its Standard Goods requirements, apply the award criteria specified in the Invitation to Tender, or a derivation thereof, as being applicable to such Category, (“the Standard Criteria”) to the information set out in the response to the Invitation to Tender provided by each Framework Contractor appointed by the Administrator under the framework to provide Goods and related services in that Category;
 - 1.2.3 award its Standard Goods requirement to the Framework Contractor who obtains the highest score applying the Standard Criteria;
 - 1.2.4 if it so decides, place an Order with the successful Framework Contractor which:-
 - (a) states the Standard Goods requirements;
 - (b) identifies the Category in which the award is made;

- (c) states the price payable and delivery times for the Standard Goods requirements for the relevant Category or Categories; and
- (d) otherwise complies with the provisions of Ordering, Invoicing and Payment Procedures (Appendix 1).

Competed Goods (Awards following Mini-Competitions)

- 1.3 Any Authority ordering Competed Goods under the Framework Arrangement shall:-
- 1.3.1 identify the relevant Category which its Competed Goods requirements fall into;
 - 1.3.2 identify the Framework Contractors capable of performing the Contract for the Competed Goods requirements;
 - 1.3.3 supplement and refine the Terms and Conditions only to the extent permitted by and in accordance with the requirements of the law and Guidance;
 - 1.3.4 invite tenders by conducting a mini-competition for its requirements in accordance with the law and Guidance and in particular:-
 - (a) consult in writing the Framework Contractors capable of performing the Contract as supplemented and refined and invite them within a specified time limit to submit a tender in writing for each specific contract to be awarded;
 - (b) 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
 - (c) keep each tender confidential until the expiry of the time limit for the receipt by it of tenders.
 - 1.3.5 having regard to its Competed Goods requirements, apply the award criteria specified in the Invitation to Tender as being applicable to such Category with such variation or refinement as the Authority deems appropriate ("the Competed Criteria") to the Framework Contractors' compliant tenders submitted through the mini-competition applying such weightings as the Authority considers appropriate as the basis of its decision to award a Contract for its requirements;
 - 1.3.6 award its Competed Goods requirement to the Framework Contractor who obtains the highest score applying the Competed Criteria; and
 - 1.3.7 if it so decides, place an Order with the successful Framework Contractor which:-
 - (a) states the requirements;
 - (b) identifies the Category or Categories;

- (c) states the price payable and delivery times in accordance with the tender submitted by the successful Framework Contractor; and
- (d) incorporates the Terms and Conditions applicable to the Category as supplemented and refined.

1.4 The Contractor agrees that all tenders submitted by the Contractor in relation to a mini-competition held pursuant to this Annex H shall remain open for acceptance for sixty (60) days (or such other period specified in the invitation to tender issued by the relevant Authority in accordance with this Annex H).

1.5 Notwithstanding the fact that the Authority has followed the procedure set out above, the Authority shall be entitled at all times to decline to make an award. Nothing in this Framework Arrangement shall oblige any Authority to place any Order.

Responsibility for Awards

1.6 The Contractor acknowledges that each Authority is independently responsible for the conduct of its award of Contracts under the Framework Arrangement and that the Administrator is not responsible or accountable for and shall have no liability whatsoever in relation to:-

- 1.6.1 the conduct of Authorities in relation to the Framework Arrangement; or
- 1.6.2 the performance or non-performance of any Contract between the Contractor and Authorities entered into pursuant to the Framework Arrangement.

