

ID 4189760

DOF – COLLABORATIVE ARRANGEMENT

**For the SUPPLY AND DELIVERY of VEHICLE
BATTERIES**

SPECIFICATION OF REQUIREMENTS

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1) Scope of Requirements

This contract will be for the supply and delivery of motor vehicle, motor cycle and plant batteries to various locations throughout Northern Ireland Vehicle Batteries for a term of 4 years. The anticipated commencement date shall be 1st April 2023 and expire on 31st March 2027.

The Contract will be used by the participating bodies listed in Table 1 below.

TABLE 1 – Participating Bodies

Department of Agriculture Environment and Rural Affairs - DAERA DAERA – Forest service DAERA – Agri-Food And Biosciences Institute
Department for Communities – DfC DfC – Arts Council NI (ACNI) DfC – National Museums NI (NMNI) DfC – SportNI
Department for Economy – DfE DfE – Health and Safety Executive Northern Ireland DfE – Southern Regional College
Department for Infrastructure - DfI DfI- Roads & Rivers DfI – DVA
Department of Justice – DoJ DoJ – NIPS
Northern Ireland Housing Executive – NIHE
Education Authority – EANI
Police Service NI - PSNI
BSO - Procurement and Logistics Service Belfast Health and Social Care Trust (BHST) Northern Ireland fire and Rescue Service (NIFRS) Northern Ireland Ambulance Service (NIAS)

Construction and Procurement Delivery (CPD) will take on the role of Central Purchasing body on behalf of the Participating bodies listed in table 1 (above).

2) Product Requirements

All motor vehicle, motor cycle and plant batteries **must** be supplied fully charged.

All motor vehicle, motor cycle and plant batteries **must** be capable of delivering their rated performance for not less than 30 seconds at minus 18 degrees centigrade.

All motor vehicle, motor cycle and plant batteries **must** be of a premium low maintenance type, with high cold start performance.

All motor vehicle, motor cycle and plant batteries **must** be clearly and indelibly marked with a date of manufacture and delivery.

All motor vehicle, motor cycle and plant batteries **must** adhere to the minimum Cold Cranking Performance (CCP) and Amps Hour Capacity at 20 Hour Rate (AH), as detailed within the Pricing Schedule "Battery Specification Requirements" tab.

When required the Contractor **must** supply COSHH data sheets (in electronic format) to the client, for each motor vehicle, motor cycle and plant batteries, supplied under this contract. The Contractor must provide new copies of any COSHH data sheets that are amended, at any stage, while a contract is in place with them.

The Contractor **must** collect and dispose of all used motor vehicle, motor cycle and plant batteries on the clients premises, in accordance with the 'The Hazardous Waste Regulations (Northern Ireland) 2005' at no cost to the client.

During the life of the contract, no longer required motor vehicle, motor cycle and plant batteries may be removed from the contract. The Contractor must also allow for new technology motor vehicle, motor cycle and plant batteries to be added to this contract e.g. Stop/Start technology batteries.

3) Impress Stock

Some Clients will require a facility for batteries to be supplied under an impress stock arrangement and the Contractor must be able to provide this arrangement where necessary.

The Contractor will liaise with the Client to determine the required levels of impress stock. The level of stock will be agreed by the Client and the Client has the right to review this as and when required throughout the lifetime of the contract.

It will be the responsibility of the Contractor to identify slow moving or obsolete batteries within the impress stock through onsite audits which shall take place at least every 3 months. During the checks new impress stock levels may be recommended by the Contractor for approval by the Client. Any items not used between audit periods may be removed from the impress stock, only upon agreement with the Client's Contract Manager. The Client's Contract Manager can agree

with the Contractor to add contracted items to the impress stock profile as required.

Unless otherwise agreed with the Client, all impress stock must be removed at the Contractors expense, no sooner than 14 days before the termination of the agreement. If stock is not removed, the Client reserves the right to dispose by any means necessary and any costs incurred with the disposal will be re-charged to the Contractor.

Prior to the end of the contract the Contractor and the Client may enter into good faith negotiations to determine a 'buy-out' price for any remaining impress stock. Where the Client does not wish to purchase the remaining impress stock, or a price cannot be agreed, the impress stock is to be removed by the Contractor at no expense to the Client.

4) Delivery of Goods

Orders for goods will be made by the relevant Client.

Deliveries must be made between the hours of 09:00 to 17:00 Monday to Friday and will be required to be made to any location throughout Northern Ireland (as detailed in Delivery Locations Document).

Delivery must be made to the relevant Clients store within 24 hours of the order being placed. If a motor vehicle, motorcycle and plant batteries are not in stock, the Contractor will be required to supply that motor vehicle, motorcycle and plant batteries to the Client's store within 5 days of the order being placed.

Delivery dockets must accompany each delivery and the delivery docket must specify the date and time of arrival at the relevant store.

During emergency situations Contractors must be able to supply products outside of normal working hours and public holidays.

5) Out of Stock Items

Where the Contractor fails to deliver the required motor vehicle, motorcycle and plant batteries in line with the required timescales or the impress stock levels, the Client reserves the right to purchase the motor vehicle, motor cycle and plant batteries elsewhere. In these instances the Client will require the contractor to reimburse the difference in cost between the contract price and that paid to another supplier for the motor vehicle, motor cycle and plant batteries, and any applicable delivery costs.

6) Performance Management

If during a 6 month rolling period the Contractor fails to deliver on time more than 10% of the

orders for a specific line item, then Clients reserve the right to remove that item from the contract and source the item elsewhere.

7) Level of Business

The Participating Bodies named on this contract, nor Construction & Procurement Delivery can give any guarantee as to the level of business associated with this requirement. The Contractor should note that the pricing schedule provides an estimated annual consumption figure, which will be used for evaluation purposes only.

8) Annual Price Reviews

The contract price shall be fixed for the initial contract period i.e. year 1. Thereafter annual price reviews will be carried out which will reference the LME Lead Historical price graph <https://www.lme.com/en-GB/Metals/Non-ferrous/Lead#tabIndex=2>.

The LME Lead price for a “Cash buyer” on the date of award of this contract will be noted. On the date 12 months post award the average LME price for the preceding 3 months will be calculated. The variance in percentage terms between the two figures will be used to determine if any price changes are required. Note that prices may be moved up or down accordingly.

Due to other elements excluding lead contributing to the cost of batteries the LME factor will only apply to 30% of the battery value. The example below illustrates the process;

LME Price on award date	12 Oct 2017	\$2567.50
LME average prices for preceding 3 months (prior to 12 Oct 2018)		
September 18		\$2028.23
August 18		\$2064.86
July 18		\$2212.91
Average		\$2102.00

Variance between \$2567.50 and \$2102.00 is 18.13%

This is applied to the costings as follows;

Current Battery cost	= £150
Variance in LME	= - 18.13%

New battery cost is therefore calculated as;
£150/0.3 = £45
18.13% of £45 = £8.1585
New battery price = £141.84

The new prices will apply for the next twelve months when the process will be carried out again.

No other index linking or other factors will be used to amend prices. Therefore for the avoidance of doubt only changes in the LME will be considered as grounds to vary the contract prices.

10) Recycling

Each client will endeavour where possible to make the expended battery available to the Contractor to remove for recycling. Upon collection of used batteries the contractor must provide details of the number and type of battery collected. This will form part of the audit trail to ensure that batteries are being properly disposed of. All collection agents must be appropriately licensed to collect used batteries from the client sites. Please note there is no guarantee that all used batteries will be made available for disposal on a 1 to 1 basis i.e. each new battery will not replace a used one.

11) Fair Work Policy

The Executive is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, and has access to appropriate opportunities for training and skills development.

In order to ensure the highest standards of service quality in this contract we expect contractors to take a similarly positive approach to fair work practices. This should include:

- clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, promoting equality of opportunity and developing a workforce which reflects characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
- support for learning and development;
- stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts; and
- support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.
- a fair and equal pay policy that includes a commitment to supporting the Living Wage. Please see [Living Wage Foundation | For the real cost of living](#) for further information.