

Fleet Vehicle Servicing, Repair & Maintenance Contract

Invitation to Tender

Volume 2 – Service Specification

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CONTENTS

1.	PREAMBLE	3
2.	DEFINITIONS	4
3.	STANDARDS, LEGISLATION AND APPROVALS	4
4.	SERVICE SPECIFICATION	5
5.	RECORDS, REPORTING AND INVOICING.....	8
6.	WORKFORCE RESILIENCE AND BUSINESS CONTINUITY	8
7.	MOBILISATION AND TRANSITION.....	9
8.	CONTRACT MANAGEMENT, KEY PERFORMANCE INDICATORS AND REVIEW MEETINGS	9
9.	SOCIAL VALUE AND WELL-BEING.....	10

SPECIFICATION – FLEET VEHICLE SERVICING, REPAIR AND MAINTENANCE

1. PREAMBLE

- 1.1 CWM Environmental Ltd. is a waste management and circular economy company based in Carmarthenshire, providing services to both domestic and commercial customers. Its operations include materials recycling, household waste recycling centres, composting (including the Merlin's Magic Compost brand), commercial waste collections, skip hire through CWM Skips, and reuse through Canolfan Eto (Reuse Village).
- 1.2 To operate these services safely and efficiently, CWM Environmental Ltd. requires a reliable, value-for-money contractor to undertake the servicing, inspection, testing, repair and maintenance of its heavy goods vehicle fleet and trailers, together with a small number of associated commercial vehicles of 7.5 tonnes and below (the **Services**), for an initial period of three (3) years, with the option (at CWM Environmental Ltd.'s sole discretion) to extend for a further one (1) year.
- 1.3 The Fleet currently consists of the following vehicles and trailers:

Vehicle / trailer type	Current number
Articulated tractor units	12
Walking floor trailers	12
Tanker	1
Bulker	1
Food waste trailers	2
Ejector trailer	1
Hook loaders	5
Hook loader trailers	3
Curtain-sided trailers	2
Refuse collection vehicles	2
Skip lorries	3
Gully suckers	3
Box lorry (7.5 tonnes)	1
Box van (3.5 tonnes)	1

- 1.4 All vehicles in the Fleet are currently eight years old or younger. Articulated tractor units typically cover between 80,000 and 100,000 miles per year. Full details, including registrations, makes, models and inspection due dates, are provided in Additional Information 1 – Vehicle Schedule and Additional Information 2 – Vehicle Service Planner.
- 1.5 CWM Environmental Ltd. anticipates that the size and composition of the Fleet will change during the Contract Period, including the addition of further articulated tractor units, walking floor trailers and commercial collection vehicles. No guarantee is given as to the timing or extent of any change. Any change to the Fleet will be managed in accordance with paragraph 4.11.
- 1.6 Vehicles which are leased or hired by CWM Environmental Ltd. and which are maintained by the leasing or hire company are excluded from the Services unless added in accordance with paragraph 4.11.

2. DEFINITIONS

- 2.1 Words and expressions to which meanings are assigned in the Contract will have the same meaning in this Specification. In addition, except where the context otherwise requires, the following expressions have the meanings given below:

Term	Meaning
“Annual Test”	the statutory annual roadworthiness test (MOT) for heavy goods vehicles and trailers conducted at an Authorised Testing Facility.
“Authorised Testing Facility” or “ATF”	a site authorised by the DVSA to conduct Annual Tests.
“Delivery Site”	the Contractor’s workshop premises at which the Services will be undertaken, which must be located within a fifteen (15) mile radius of Cross Hands, Carmarthenshire.
“DVSA”	the Driver and Vehicle Standards Agency.
“Fleet”	the vehicles and trailers described in paragraph 1.3 and Additional Information 1 – Vehicle Schedule, as amended from time to time in accordance with paragraph 4.11.
“Operating Area”	the counties of Carmarthenshire, Ceredigion, Pembrokeshire, Swansea and Neath Port Talbot, including the public highway and all CWM Environmental Ltd. sites within them.
“CWM Sites”	CWM Environmental Ltd.’s operational sites, namely: Nantycaws Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen SA32 8BG Trostre Industrial Estate, Llanelli, Carmarthenshire SA14 9UU Trapp Road, Wern Ddu, Ammanford, Carmarthenshire SA18 2UR Mart Site, Whitland, Carmarthenshire SA34 0AE
“Normal Working Hours”	07:00 to 16:30, Monday to Friday, excluding bank holidays.
“Out of Hours”	any time outside Normal Working Hours.
“Safety Inspection”	a periodic preventative maintenance inspection (PMI) carried out in accordance with the DVSA Guide to Maintaining Roadworthiness and CWM Environmental Ltd.’s Operator’s Licence undertakings.
“Transport Manager”	the person nominated by CWM Environmental Ltd. as transport manager on its Operator’s Licence, or their nominated deputy.
“Unplanned Repair”	any repair to a vehicle, trailer or associated equipment in the Fleet which is not part of a scheduled Safety Inspection, routine service, Annual Test preparation or tachograph calibration, including repairs following a breakdown or a defect reported by CWM Environmental Ltd.

3. STANDARDS, LEGISLATION AND APPROVALS

- 3.1 The Contractor shall meet or exceed the requirements of the following legislation, guidance and best practice (including any current or future updates) in delivering the Services:
- (a) the DVSA Guide to Maintaining Roadworthiness: commercial goods and passenger carrying vehicles (current edition);
 - (b) CWM Environmental Ltd.’s Operator’s Licence undertakings, including the Safety Inspection frequency notified by CWM Environmental Ltd. (currently every six weeks);
 - (c) the DVSA’s guidance on heavy vehicle brake testing best practice;

- (d) the DVSA Approved Tachograph Centre Manual and associated special notices;
- (e) the Road Vehicles (Construction and Use) Regulations 1986 and the Goods Vehicles (Plating and Testing) Regulations 1988;
- (f) the Supply of Goods and Services Act 1982 and, for replacement parts where applicable, the Supply of Machinery (Safety) Regulations 2008; and
- (g) all relevant health and safety legislation, including the Health and Safety at Work etc. Act 1974.

- 3.2 The Contractor shall hold, and maintain throughout the Contract Period, all licences, registrations, approvals and certifications required to deliver the Services or shall ensure that any approved sub-contractor holds them. This includes, as a minimum, access to a calibrated roller brake tester, Approved Tachograph Centre status (or an approved sub-contract arrangement) and arrangements for presenting vehicles for Annual Test at an ATF.
- 3.3 The Contractor shall provide the Services from a Delivery Site capable of accommodating articulated tractor units, trailers and rigid heavy goods vehicles.

4. SERVICE SPECIFICATION

The Service Specification will be evaluated on a Pass/Fail basis.

4.1 Safety Inspections (6-weekly)

- 4.1.1 The Contractor shall carry out a Safety Inspection on every vehicle and trailer in the Fleet at the frequency required by CWM Environmental Ltd.'s Operator's Licence undertakings (currently every six weeks), in accordance with the Vehicle Service Planner, starting from the Commencement Date.
- 4.1.2 Safety Inspections shall be carried out using a DVSA-compliant inspection record and shall include a brake performance assessment in accordance with paragraph 4.2.
- 4.1.3 Safety Inspections shall be available from 14:00 on Working Days and at weekends, or at such other times as agreed with the Transport Manager, to minimise disruption to CWM Environmental Ltd.'s operations.
- 4.1.4 Each 6-weekly Safety Inspection shall be completed within **four (4) hours** of the vehicle or trailer arriving at the Delivery Site, unless defects are identified that require further work. Any further work shall be notified to and authorised by the Transport Manager in accordance with paragraph 4.7.
- 4.1.5 Safety Inspections shall be charged at the fixed prices tendered in the Pricing Schedule (rates P1 to P4), which include the brake performance assessment. Rectification of defects identified at inspection shall be charged at the tendered labour rate plus parts.

4.2 Brake Testing

- 4.2.1 The Contractor shall carry out a brake performance assessment at every Safety Inspection, in accordance with the DVSA Guide to Maintaining Roadworthiness and the guidance referred to in paragraph 3.1. This shall be a laden roller brake test wherever practicable. Where a laden roller brake test is not practicable, or a trailer is fitted with a suitable electronic brake performance monitoring system, the Contractor shall use the alternative method permitted by the DVSA guidance and shall record the reason and any supporting risk assessment on the inspection record.
- 4.2.2 Brake performance assessments carried out as part of a Safety Inspection are included in the Safety Inspection price and shall not be charged separately. Rate P5 in the Pricing Schedule applies only to additional brake tests requested by CWM Environmental Ltd. outside a scheduled Safety Inspection (for example, following brake repairs).

- 4.2.3 Brake test results (including printouts) shall be recorded and provided to CWM Environmental Ltd. with the relevant inspection record. No vehicle or trailer shall be released back into service following a failed brake test until the defect has been rectified and the vehicle or trailer has passed a re-test.

4.3 Annual Test (MOT) Preparation and Presentation

- 4.3.1 The Contractor shall prepare and present every applicable vehicle and trailer in the Fleet for its Annual Test at an ATF, booked no later than **two (2) weeks** before the expiry of the current test certificate.
- 4.3.2 CWM Environmental Ltd. expects every vehicle and trailer to pass its Annual Test at the first presentation. Where a vehicle or trailer fails due to a defect that should reasonably have been identified and rectified during preparation, the Contractor shall rectify the defect at no labour cost to CWM Environmental Ltd. and shall bear the cost of any re-test.
- 4.3.3 Annual Test preparation and presentation shall be charged at the fixed prices tendered in the Pricing Schedule. DVSA test fees shall be recharged at cost without mark-up.

4.4 Tachograph Inspection and Calibration

- 4.4.1 The Contractor shall carry out (or arrange through an Approved Tachograph Centre) the inspection and calibration of tachographs on all applicable vehicles at the intervals required by law, and whenever required following a repair, component replacement or tyre change that affects calibration.
- 4.4.2 No vehicle shall be released back into service following tachograph work until the tachograph has been correctly calibrated and the calibration plaque updated.

4.5 Lifting Equipment

- 4.5.1 The Contractor shall carry out repairs to lifting equipment fitted to the Fleet (including hook loader equipment, bin lifts, tail lifts and cranes), including rectification of defects identified in thorough examination reports, at the tendered labour rate plus parts.
- 4.5.2 Thorough examinations of lifting equipment under the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) are not included in the Services and remain the responsibility of CWM Environmental Ltd.

4.6 Breakdown and Mobile Repair Service

- 4.6.1 The Contractor shall provide a breakdown and mobile repair service covering all vehicles and trailers in the Fleet, during Normal Working Hours and Out of Hours.
- 4.6.2 The Contractor shall provide a telephone number for reporting breakdowns during Normal Working Hours and an Out of Hours emergency contact (see paragraph 8.1). A single 24-hour telephone number, answered by a person who is able to agree a plan and arrange attendance by a technician, is **desirable but not mandatory**. Any such arrangement offered will be taken into account in the evaluation of quality question Q3 and, if offered, will form part of the Contractor's obligations under the Contract.
- 4.6.3 The Contractor shall attend all breakdowns within **90 minutes** of being notified by CWM Environmental Ltd., at any CWM Site or anywhere within the Operating Area (whether on or off the public highway).
- 4.6.4 The Contractor shall provide at least one suitably equipped mobile workshop vehicle for roadside and on-site repairs. Where a breakdown requires specialist attention, the Contractor shall still attend within 90 minutes to assess the vehicle, make it safe and agree a recovery or repair plan with the Transport Manager.
- 4.6.5 Breakdown attendance shall be charged at the fixed call-out charge tendered in the Pricing Schedule plus the tendered labour rate for time spent on the repair. Where

recovery of a vehicle is required, recovery shall be arranged by the Contractor and charged as agreed.

4.7 Vehicle and Equipment Repairs

- 4.7.1 In addition to the Services in paragraphs 4.1 to 4.6, the Contractor shall carry out all other repairs to vehicles, trailers and associated equipment in the Fleet as required from time to time.
- 4.7.2 Before carrying out any repair (other than making a vehicle safe following a breakdown), the Contractor shall provide the Transport Manager with an estimate of the cost and the expected return-to-service time. All repairs shall not proceed without the Transport Manager's written approval (email is acceptable).
- 4.7.3 Each Unplanned Repair shall be completed within the agreed time of the vehicle or trailer being presented, for all vehicle sizes, unless the nature of the fault or the availability of Parts prevents this. In that case, the Contractor shall agree an estimated completion time with the Transport Manager when providing the estimate under paragraph 4.7.2 and shall complete the repair within the agreed time.
- 4.7.4 The Contractor shall prioritise work so as to return vehicles to service as quickly as possible, keep the Transport Manager informed of progress and notify any delay as soon as it becomes apparent.

4.8 Vehicle Parts

- 4.8.1 The Contractor shall source, supply and fit all new and used parts required to maintain the Fleet in, or restore it to, good working order (**Parts**). Parts may be original equipment manufacturer (OEM) parts or equivalent-quality parts that meet or exceed the original equipment specification.
- 4.8.2 Parts shall be charged at net invoice cost plus the percentage mark-up tendered in the Pricing Schedule. Delivery charges may be recharged at cost. CWM Environmental Ltd. may request copies of supplier invoices to verify Parts costs.
- 4.8.3 Used or reconditioned Parts shall only be fitted with the prior written approval of the Transport Manager.
- 4.8.4 Faulty or failed Parts shall be replaced at no cost to CWM Environmental Ltd. in accordance with the Contractor's obligations under the Contract and the Supply of Goods and Services Act 1982.
- 4.8.5 CWM Environmental Ltd. reserves the right to purchase Parts directly from a main dealer or other supplier and to require the Contractor to fit them at the tendered labour rate.

4.9 Sub-contracting

- 4.9.1 The Contractor may sub-contract specialist work (for example hydraulics, tail lifts, refrigeration units, tachograph calibration or brake testing) with the prior approval of CWM Environmental Ltd. in accordance with Clause H6 of the Contract. The Contractor shall remain fully responsible for all sub-contracted work, including its quality, timeliness and records.

4.10 Exclusions

- 4.10.1 The Contractor is not required to provide relief or courtesy vehicles.
- 4.10.2 Thorough examinations of lifting equipment under LOLER are excluded from the Services (see paragraph 4.5.2).
- 4.10.3 Vehicles which are leased or hired and maintained by the leasing or hire company are excluded from the Services (see paragraph 1.6).

4.11 Fleet Changes and Expansion

- 4.11.1 All vehicles and trailers in the Fleet will be covered under the Contract. The Contractor shall deliver the Services to any vehicles or trailers added to the Fleet during the Contract Period, and shall accept the removal of vehicles or trailers from the Fleet, in line with CWM Environmental Ltd.'s expansion or contraction.
- 4.11.2 CWM Environmental Ltd. will notify the Contractor in writing of any additions to or removals from the Fleet. Additional vehicles and trailers will be serviced at the rates tendered in the Pricing Schedule for the relevant vehicle category, and the Vehicle Schedule and Vehicle Service Planner will be updated accordingly. Any change which cannot be accommodated in this way shall be dealt with under Clause H1 (Contract Variation) of the Contract.

5. RECORDS, REPORTING AND INVOICING

- 5.1 The Contractor shall keep full, accurate and legible records of all work carried out on the Fleet, including Safety Inspection records, defect reports and rectification details, brake test results, Annual Test results, tachograph calibration records and job cards.
- 5.2 All records shall be provided to CWM Environmental Ltd. electronically on the day the work is completed and in any event within **one (1) Working Day**, in a format agreed with the Transport Manager. The Contractor should provide access to an online portal or equivalent system through which CWM Environmental Ltd. can view and download records. Paper-only records will not be accepted.
- 5.3 CWM Environmental Ltd. retains responsibility for its Operator's Licence compliance records. The Contractor shall ensure that its records enable CWM Environmental Ltd. to meet DVSA record-keeping requirements (including retention for a minimum of 15 months) and shall provide any records requested by CWM Environmental Ltd. or the DVSA promptly.
- 5.4 The Contractor shall maintain a shared scheduling calendar with CWM Environmental Ltd., showing all Safety Inspections, brake tests, Annual Tests and tachograph calibrations for at least the following twelve (12) months, and shall update it whenever bookings change.
- 5.5 Invoices shall be submitted electronically, shall quote CWM Environmental Ltd.'s purchase order number and shall be itemised by vehicle registration (or fleet number), date and job reference, showing labour hours, the fixed price or rate applied, and Parts at net cost with mark-up shown separately.

6. WORKFORCE RESILIENCE AND BUSINESS CONTINUITY

- 6.1 The Contractor shall ensure that it has sufficient appropriately qualified and experienced technicians to deliver the Services in full throughout the Contract Period, including during periods of sickness, holidays, peaks in demand and Fleet expansion.
- 6.2 The Contractor shall maintain a workforce plan, including succession planning, training and recruitment arrangements, and shall notify CWM Environmental Ltd. promptly of any change in staffing that may affect delivery of the Services.
- 6.3 The Contractor shall have in place a Business Continuity Plan to ensure that the Services continue to be delivered should a business continuity event occur, including as a minimum: loss of key staff; loss of or damage to the Delivery Site; failure of brake testing or tachograph equipment; and disruption to the supply of Parts. The Business Continuity Plan shall identify the backup workshop or sub-contract capacity the Contractor will use, and shall ensure that no Safety Inspection, brake test, Annual Test or tachograph calibration due on the Fleet is missed during any such event. The Business Continuity Plan shall be provided to CWM Environmental Ltd. before Contract award (as part of the compliance audit), on request, and at least annually.

- 6.4 CWM Environmental Ltd. may carry out a compliance audit of the Contractor at least annually, which may include staffing levels, staff turnover, qualifications and training records, equipment calibration and record-keeping.

7. MOBILISATION AND TRANSITION

- 7.1 The Contractor shall attend a mobilisation meeting with CWM Environmental Ltd. within two (2) Working Days of Contract award and shall deliver its mobilisation plan so that the full Services are available from the Commencement Date.
- 7.2 The Contractor shall co-operate with CWM Environmental Ltd. and any outgoing service provider to ensure an orderly transition, including the transfer of vehicle records and inspection schedules, so that no Safety Inspection, brake test, Annual Test or tachograph calibration is missed.

8. CONTRACT MANAGEMENT, KEY PERFORMANCE INDICATORS AND REVIEW MEETINGS

- 8.1 The Contractor shall appoint a dedicated Contract Manager, directly employed by the Contractor, who will manage the Contract and be the named point of contact for CWM Environmental Ltd. The Contract Manager shall be directly contactable during Normal Working Hours, and the Contractor shall provide contact details for Out of Hours emergency support.
- 8.2 In addition to the records required under Section 5, the Contractor shall submit a contract management report at least two (2) weeks before each quarterly contract meeting. The report shall cover the previous quarter's work, successes and failures, solutions and resolutions, work completed and outstanding, and the planned work for the following quarter. A report template will be agreed by both Parties and may change as the Services develop. A completed KPI record, in the form of Additional Information 3 – KPI Reporting Template, shall be appended to each report.
- 8.3 Performance will be measured against the following Key Performance Indicators. The Performance Management Period is each quarter of the Contract Period.

KPI	Measure	Target	Reporting
KPI 1	Breakdowns attended within 90 minutes of notification	95%	Quarterly
KPI 2	Safety Inspections completed on or before the scheduled date	100%	Quarterly
KPI 3	6-weekly Safety Inspections completed within 4 hours, excluding authorised additional work	95%	Quarterly
KPI 4	Annual Tests passed at first presentation	99%	Quarterly
KPI 5	Inspection and job records provided electronically within 1 Working Day	98%	Quarterly
KPI 6	Repair estimates and return-to-service times provided within 1 working hour of the vehicle arriving	95%	Quarterly
KPI 7	Invoices accurate, itemised and supported on first submission	98%	Quarterly
KPI 8	Contract management report submitted at least 2 weeks before the quarterly meeting	100%	Quarterly
KPI 9	Unplanned Repairs completed within the time frame agreed with the Transport Manager of the vehicle being presented, or within the estimated completion time agreed under paragraph 4.7.3	95%	Quarterly

- 8.4 Contract meetings will be held quarterly throughout the Contract Period. Each meeting will be chaired by the Authorised Officer (or the Transport Manager on their behalf) and will require the attendance of the Contract Manager. The first meeting will be arranged during the first month of the Contract Period.

9. SOCIAL VALUE AND WELL-BEING

- 9.1 The Contractor shall deliver the social value and well-being commitments set out in its Tender, in accordance with Clause B7 and Clause I1 of the Contract and the Well-being of Future Generations (Wales) Act 2015 and shall report progress against those commitments at the quarterly contract meetings.