

Framework Schedule 6

Order Form Template and Call-Off Schedules

CALL-OFF REFERENCE: **TRGC3082**

THE BUYER: **Department for Transport (DfT)**

BUYER ADDRESS **Great Minster House 33 Horseferry Road,
London, SW1P 4DR**

THE SUPPLIER: **NATIONAL WESTMINSTER BANK PUBLIC
LIMITED COMPANY (NatWest)**

SUPPLIER ADDRESS: **250 Bishopsgate, London, EC1M 4AA**

REGISTRATION NUMBER: **00929027**

DUNS NUMBER: **21-021-2338**

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

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01/07/2024 date of issue.

It's issued under the Framework Contract with the reference number RM6248 - Payment Solutions 2, for the provision of Procurement Card Solutions for the Department for Transport (DfT contract reference TRGC3082).

CALL-OFF LOT(S):
Lot 1: Procurement Cards

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6248 Payment Solutions 2
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6248 Payment Solutions 2
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6248 Payment Solutions 2
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 24 (Lot 1 Procurement Card Terms)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6248 Payment Solutions 2

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery. Notwithstanding the exclusion of any Supplier terms forming part of the Call-Off Contract, where the Buyer will receive any Services from the Supplier relating to Lot 1 (Procurement Cards) (as more particularly described in Framework Schedule 1 (Specification), the Buyer acknowledges and agrees that the Supplier as a Card Issuer may require either: (a) the Buyer to enter into any Payment Instrument Product Terms (as defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms)); and / or (b) any Buyer Personnel to complete additional Cardholder Terms (as

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

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defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms), in order to receive and / or have access to Procurement Cards issued by the Supplier.

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE: **08/07/2024**

CALL-OFF EXPIRY DATE: **08/07/2027**

CALL-OFF INITIAL PERIOD: **This contract is let on a 3+1-year term.
The contract end date (including extension provisions) is 08/07/2028.**

CALL-OFF DELIVERABLES

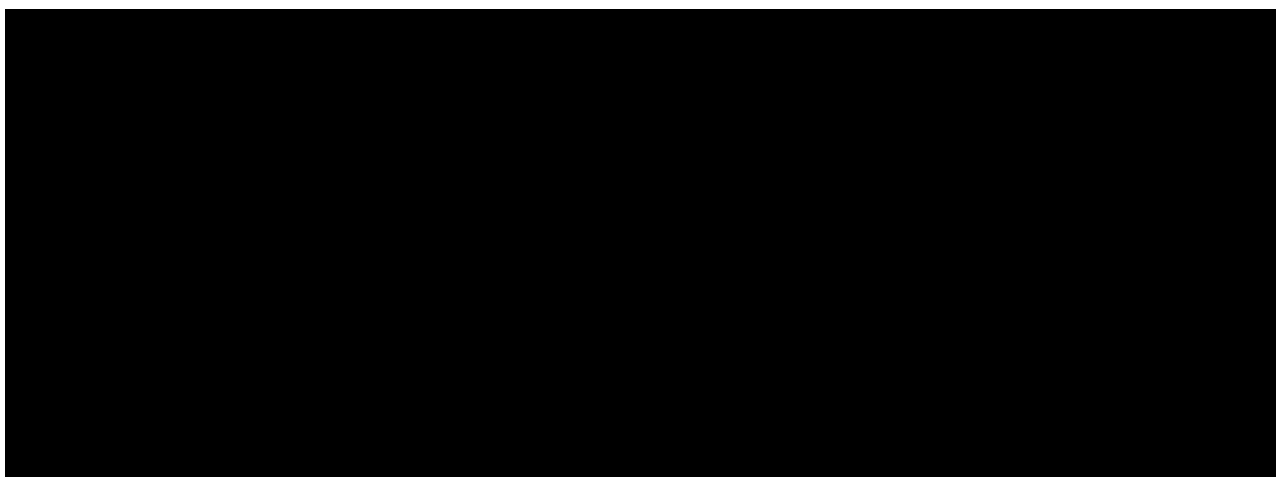
Service core deliverables as per the Attachment 3 – Statement of Requirement (Annex 1), in addition to the suppliers' service offering as per (NatWest) tender submission (Annex 2).

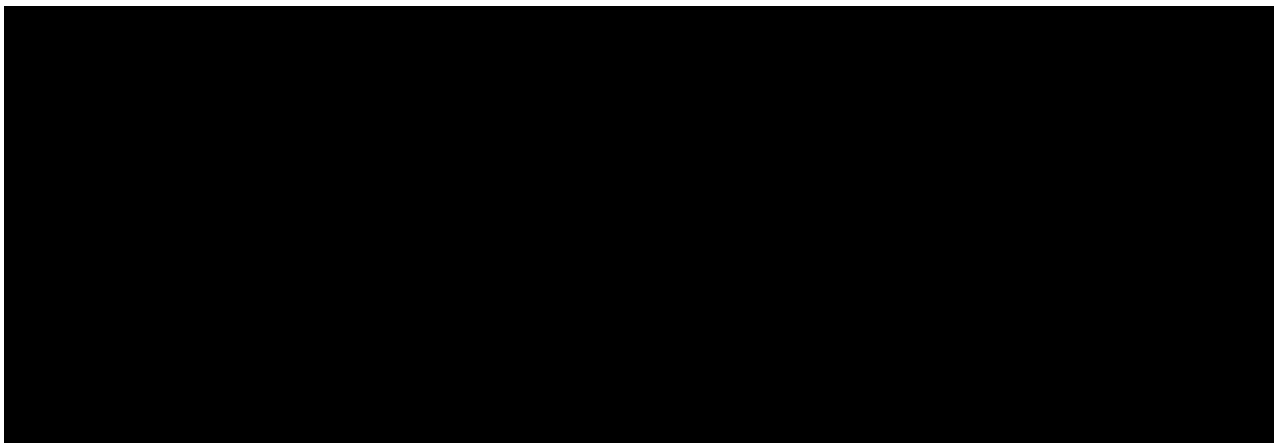
MAXIMUM LIABILITY

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

CALL-OFF CHARGES

As per the suppliers (NatWest) Attachment 4 pricing submission.





REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Payments are to be made on a monthly basis.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices for DfT, DVSA, DVLA, MCGA, VCA should be submitted digitally to the Department's Shared Services Centre. Invoices should include the Purchase Order Number provided by the Department at the Contract start. Invoices should be submitted to:

Invoices to - SSa.invoice@Ubusinessservices.co.uk

While email is preferable, if you need to send documents by post, you should send to:

Unity Business Services (UBS)
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA

Unity Business Services (UBS) support desk, you can email them at support@Ubusinessservices.co.uk or the telephone number is 0344 892 0343.

NLB is not part of the Shared Service Centre processing arrangements and therefore invoice should be sent digitally to finance@nlb.org.uk with the invoice addressed to:

The NLB address is as follows:
Northern Lighthouse Board
84 George Street

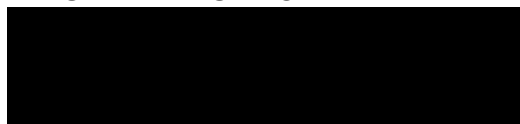
Edinburgh
EH2 3DA

BUYER'S AUTHORISED REPRESENTATIVE (CONTRACT MANAGER)



Great Minster House, 33 Horseferry Road, London SW1P 4DR

BUYER'S AUTHORISED REPRESENTATIVE



Great Minster House, 33 Horseferry Road, London SW1P 4DR

BUYER'S ENVIRONMENTAL POLICY



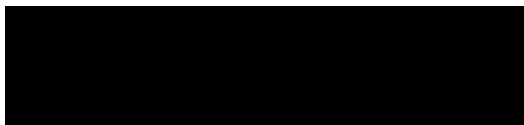
DfT Corporate
Environmental Policy.pdf

BUYER'S SECURITY POLICY



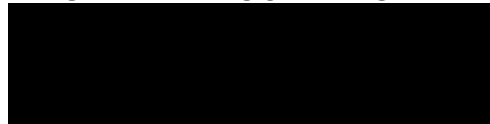
Information & Cyber
Security Policy.docx

SUPPLIER'S AUTHORISED REPRESENTATIVE



Level 2 , 250 Bishopsgate, London EC2M 4RB

SUPPLIER'S CONTRACT MANAGER



Level 2 , 250 Bishopsgate, London EC2M 4RB

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

- **IDEMIA UK Ltd**
Alexandra Way, Ashchurch Business Centre, Tewkesbury, Gloucestershire,
GL20 8GA
- **TSYS International**
Fulford Road, York, YO10 4EY
- **MasterCard Europe SPRL**
198, A Chaussée de Tervueren, B-1410 Waterloo, Belgium
- **Williams Lea Group Limited**
55 Wells Street, London, England, W1A 3AE
- **Fiserv, Inc**
255 Fiserv Drive, Brookfield, WI 53045, USA

COMMERCIALLY SENSITIVE INFORMATION

Commercial Submission and any data the Authority (DfT) deems as commercially sensitive.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Cards Account Manager	Role:	DfT Commercial Manager
Date:	11 July, 2024	Date:	12/07/2024

Annex: Receiving accounts for rebate settlements:

Cluster Member	Bank Details
DfTc	
DVLA	
DVSA	
MCGA	
BTP	
Crossrail	
VCA	
EWR	
NLB	
HS2	

Annex 1: (Attachment 3) DfT Statement of Requirements



Department
for Transport



Crown
Commercial
Service

Attachment 3
Statement of Requirements
DfT Provision of Procurement Card Solutions
Contract Reference: TRGC3082

[Payment Solutions 2 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk/payment-solutions-2-ccs)

Attachment 3 – DfT Provision of Procurement Card Solutions - TRGC3082
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1. PURPOSE

1.1 The Department for Transport (DfT) wishes to put in place an organisation-wide payment card service that allows any or all the facilities and services outlined set out in CCS Framework RM6248 (Lot 1 Procurement Cards) to be implemented across the wider DfT.

1.2 These arrangements, whilst operating within the overall envelope of the Departmental agreement (permitting a consolidated view for the purposes of management information and overall contract management), shall be implemented jointly and separately by each constituent of the DfT organisation. (See Call off schedule 12 for details on clustering members)

1.3 BACKGROUND TO THE CONTRACTING AUTHORITY

1.4 The DfT is a central Whitehall Government Department whose core responsibility is to plan and invest in transport infrastructure to keep the UK on the move. To achieve this, the DfT works with its agencies and partners to support the transport network that helps the UK's businesses and gets people and goods travelling around the country. For more information on what the DfT does visit:

<https://www.gov.uk/government/organisations/department-for-transport>

This procurement falls under the remit of the Finance Operations Team which sits within the DfT's Group Finance Directorate. The DfT Commercial Policy Team is a contractual authority managing a range of services on the behalf of the DfT Group. This group is made up of a number of transport related agencies and arms-length bodies. (see annex A for further details on DfT family members)

The DfT and its constituent members have had a Public-Sector Card programme successfully in place since 2015.

2. DEFINITIONS

Expression or Acronym	Definition
DfT	Department for Transport and its constituent clustering members. (See Call of Schedule 12 for clustering details)
DfTc	Department for Transport central. (excludes agencies and clustering members)
DVLA	Driver Vehicle License Agency
DVSA	Driver Vehicle Standards Agency
MCGA	Maritime and Coast Guard Agency
BTP	British Transport Police

Attachment 3 – DfT Provision of Procurement Card Solutions - TRGC3082

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Crossrail	Crossrail International
VCA	Vehicle Certification Agency
EWR	East West Rail
NLB	Northern Lighthouse Board
Customer/Cluster Members	DfT and family members who will join together in this PSC contract. They will make use of a single Call Off Contract rather than as separate individual buyers under separate call of contracts.
The supplier	The Supplier of the Public Sector Card.

3. SCOPE OF REQUIREMENT

- 3.1 The requirements are outlined in section 4 "The Requirement," which defines the requirements for the Customer's (DfT's) Procurement Card which apply equally to DfTc and cluster members (See Call off schedule 12 for further detail on clustering members).
- 3.2 Any current or future part of DfT shall be eligible to use the services provided under this contract should they so choose, and the contract acknowledge any "Machinery of Government" changes which may occur from time-to-time.
- 3.3 The contract shall be awarded for an initial period of three years with an option to extend for a further year (3+1-year term).
- 3.4 The DfT will require a smooth and seamless transfer from its current card arrangements to the new agreement. We do not anticipate that the mobilisation of this contract will require interaction with our incumbent supplier. However, should this be incorrect, we expect that the new supplier will work collaboratively with the incumbent to secure a smooth handover of services and implementation of the new contract.
- 3.5 The DfT intends to collaborate with the awarded Supplier to assess how procurement cards could be better leveraged across the DfT organisation (for example, by increasing use of virtual procurement cards or by improvements to the timeframe for the settlement of invoices). The Supplier shall provide account management and management information to the DfT to support this ambition.

4. THE REQUIREMENT

- 4.1 The DfT wishes to put in place an organisation-wide payment card solution that allows any or all the facilities and services outlined set out in the CCS Payment Solutions 2 (RM6248) Framework Lot 1 - Procurement Cards. This service, whilst operating within the overall envelope of the Departmental agreement shall be implemented into individual agencies with regard for their operating systems and process, and contract managed by representatives in DfTc.
- 4.2 The DfT requires the Supplier to provide:

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- 4.2.1 A common Procurement card solution with the option of both virtual and physical cards to buy common goods and services. This is to be supported by real-time online data management system of which the Department (DfTc) and it's participating agencies and bodies, will have access to.
- 4.2.2 A comprehensive and secure administrative process for the administration of the card system, customised as required by each constituent element of the Department but consistent with administration and analysis of management Information as a single Department. This shall include but not be restricted to common practice, procedures and processes.
- 4.2.3 A Procurement Card solution that shall interface with a variety of operating and accounting systems across the DfT. The card scheme shall facilitate the provision of on demand and scheduled card statements.
- 4.2.4 A solution that accepts payments via several methods, including (BACS, CHAPS, Funds Transfer etc) from individual cluster member systems.
- 4.2.5 To initiate payment the scheme is required to issue monthly invoices electronically. Parts of the DfT utilise a Shared Service centre (SSC) for processing of payments. In this scenario, the monthly invoice for payment must be delivered to the SSC, although the card administrator will be located elsewhere for delivery of cards. Details of which invoices are to be sent to SSC will be provided ahead of mobilisation.
- 4.2.6 Advice and guidance through a dedicated 24 / 7 / 365 (366 days for leap years) customer support facility (online and via phone).
- 4.2.7 A dedicated account manager and a commitment to participate in contract management activities – supported by appropriate formal contract management meetings. Change in account manager is required to be communicated to the Contract Manager formally in writing (email) a minimum of 10 working days before contract go-live.
- 4.2.8 Dedicated support to ensure ease of migration, implementation and exit from the contract and for the development of information necessary for the re-competing of the contract.
- 4.2.9 The full range of purchasing card solutions including but not limited to, inter-alia, purchasing cards, corporate ("Travel") cards, lodged cards or virtual card accounts.
- 4.2.10 A complete range of financial, billing and reconciliation services.
- 4.2.11 A complete security and fraud prevention and detection service.

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4.2.12 Assistance with VAT recovery.

- 4.3 The DfT will nominate a single point of contract/Contract manager for this contract, however, each participating Department and/or Agency of the DfT will have an administrator for their part of the contract.
- 4.4 The DfT does not have a unified IT architecture, either for general office systems (e-mail etc, calendar etc) or for finance systems. Each part of the DfT has developed IT systems and solutions independently and will have differing policies regarding permissible access. The card solution must interact and interface where required with a wide variety of systems securely and effectively.
- 4.5 The DfT intends that all existing card holders will migrate onto the new Public-Sector card solution.
- 4.6 Implementation**
- 4.7 There shall be no charge for the implementation of the services specified within this Statement of Requirements.
- 4.8 The supplier shall provide a transition and implementation plan to DfT ahead of the 'kick-off' meeting.
- 4.9 The DfT will require a smooth and seamless transfer from its current card arrangements to the new agreement. Each part of the DfT will implement their own part of the new agreement and will liaise separately with the Supplier regarding the details via a scheme administrator.
- 4.10 The new supplier will be expected to liaise with the incumbent supplier as well as the DfT Contract Lead, to transfer existing cardholder details across where possible to ensure a smooth and efficient transfer for DfT, therefore we do not anticipate the need to complete new application forms for existing cardholders. DfT's overall aim is to allow card holders to continue to operate as normal with minimal disruptions.
- 4.11 The Supplier shall provide digital material and training assistance to support card holders and administrators with implementing new card processes and systems, details for which should be provided in the supplier's implementation plan.
- 4.12 The Procurement Card Solution shall operate throughout the UK and internationally. The Scheme shall support administrative staff and card holders both nationally and internationally - this could include, among other things, a requirement to urgently re-supply cards cancelled or lost / stolen whilst the holder is abroad or at a remote point in the UK.

4.13 Card Requirements

- 4.13.1 The Procurement Card shall include the following requirements as a minimum:
 - 4.13.1.1 Chip and PIN (physical cards only);
 - 4.13.1.2 Chip and signature (physical cards only);
 - 4.13.1.3 Named employee or organisation; and
 - 4.13.1.4 ATM functionality to check balances and change PINs (physical cards only).
- 4.14 The ability to meet specific requirements for card design, branding and for secure anonymised cards.
- 4.15 The ability to place controls on cards to regulate how the card is used.

5. PROVISION OF CARDS

- 5.1.1 The Supplier shall issue new Physical Procurement Cards and Personal Identification Numbers (PINs) to an address or addresses as specified by the DfT, either in the UK or overseas, using a secure delivery method, on a no charge basis and at minimum five (5) working days before the DfT Public Sector Card Scheme goes live.
- 5.1.2 The Supplier shall re-issue Physical Procurement Cards (before expiry, theft/lost/damage etc.) via the same method, and to the same address or addresses, as agreed in the Call-Off Contract, unless otherwise specified by the Buyer and within five (5) working days of receipt of the request from the Buyer.
- 5.1.3 The Supplier shall ensure that all correspondence regarding PINs in respect of Physical Procurement Cards is delivered directly to the End User or relevant Programme Administrator by the Supplier and that no other person is party to that correspondence.
- 5.1.4 The Supplier shall be liable for the card and all liabilities arising in respect of that card until it receives confirmation from the relevant End User or Programme Administrator that the card has been securely received. The Buyer may absolve the Supplier's liability for this clause at the time of Call Off.
- 5.1.5 The Supplier shall issue Virtual Procurement Cards using a secure method directly to the End User or relevant Programme Administrator.
- 5.1.6 There is an expectation that physical cards will be phased out in favour of virtual cards. We will require support from the supplier on how to achieve this goal.

5.2 Specific customer requirements

- 5.2.1 If new cards are required, they may need to be sent to the user's home addresses. This can be discussed with the DfT or the individual cluster members key contacts provided in Call off Agreement 7.
- 5.2.2 **DfT(C) requirements**– The Supplier's card solution shall allow a range of delivery options. Statements for payment must be sent electronically to DfT Shared Services processing centre in Swansea. The Supplier upon request shall deliver statements and cards to alternative central points and home addresses, which may include overseas locations.
- 5.2.3 **DVSA requirements** - Cards shall be delivered to DVSA's HQ in Nottingham or home addresses depending upon the card holder's requirements. The Cards and PINS should be sent at different times for security purposes. Individual paper statements shall be sent to cardholders' preferred address in Great Britain, mostly office based, but some home addresses.
- 5.2.4 **EWR requirements** - Cards shall be delivered to EWR HQ in Milton Keynes or home addresses depending on the card holder's requirements. The Cards and PINS should be sent at different times for security purposes. Individual paper statements shall be sent to cardholders preferred address. EWR is not part of the Swansea Shared Service Centre, therefore the overall statement must be emailed to accountspayable@eastwestrail.co.uk and a paper copy sent to EWR HQ in Milton Keynes.

5.3 Spend Control Measures

- 5.3.1 The Supplier shall provide spend control functionality as part of the Procurement Card Solution and, as a minimum standard, provide the following:
 - 5.3.1.1 functionality to regulate and vary End User individual transaction limits;
 - 5.3.1.2 functionality to regulate and vary daily, weekly, monthly and annual End User spend limits;
 - 5.3.1.3 functionality to allow the solution to be used only with specific MCG (Merchant Category Group) and MCC (Merchant Category Code) - as specified by the Buyer in a Call Off Contract.

5.3.1.4 functionality to suspend the account(s) immediately if requested by the Buyer; and

5.3.1.5 functionality to allow/block ATM cash withdrawals by groups and individual cards. These groups could be based on individual projects for a Buyer or even groups within each card programme in the UK and overseas.

5.3.2 The Supplier shall make the above spend control requirements available at programme level, for groups of End Users and for individual End Users.

5.4 Specific customer IT requirements

5.1 The Contractor will adhere to Call-Off Schedule 6 (ICT Services).

5.1.1 **DfT(C) requirements** - The centre of the Department uses Microsoft software and SAP ERP (via our SSC). DfT(c) is able to read pdf documents. Internet access is a standard office facility but downloading from sites into the Departments network requires specific approval from the DfT Security Officer.

5.1.2 **DVSA requirements** – The function of a single sign-on for multiple user accounts with a drop-down.

5.1.3 **MCA requirements** – To note MCA is on the Unit4 Agresso platform not the SAP ERP system.

5.1.4 Other Cluster members may have their own specific requirements, they should contact the supplier to inform them if this is the case.

6. BUSINESS CONTINUITY

6.1 The Contractor will adhere to Call-Off Schedule 8 (Business Continuity and Disaster Recovery (BCDR)), with the following amendment due to time constraints. The contractor shall deliver the latest version of their BCDR plan to DfT within 20 Working Days after the Contract Effective Date.

6.2 The DfT shall then review the plan to ensure it meets its requirements. If the Framework Authority does not approve the draft BCDR Plan, it shall inform the Contractor of its reasons promptly following its decision to withhold approval and the Contractor shall take those reasons into account in the preparation of a further draft BCDR Plan, which shall be resubmitted to the Framework Authority within ten (10) Working Days of the rejection of the draft BCDR Plan. DfT will not withhold its approval of the draft BCDR Plan unreasonably.

7. KEY MILESTONES AND DELIVERABLES

Milestone/Deliverable	Description	Timeframe or Delivery Date
1) Implementation and Transition plan	Supplier to provide an implementation plan that must contain information at the level of detail necessary to manage the implementation stage effectively.	Within one week of contract award
2) BCDR	BCDR plan delivered to the Contract Manager.	Within 20 days of Contract Award
3) Security Plan	Security Plan delivered to the Contract Manager.	Within 20 days of Contract Award
4) Cards issued for existing card holders	New cards issued (if applicable). See section 5 for further details.	By 1 st August 2024
5) Service Migrated and operational	Service migrated and new service operational.	1 st August 2024

8. IMPLEMENTATION PLAN

- 8.1 The Supplier shall provide a draft implementation plan ahead of the contract start date.
- 8.2 The draft Implementation Plan:
- 8.2.1 must contain information at the level of detail necessary to manage the implementation and transition stage effectively and as the Buyer may otherwise require; and
 - 8.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 8.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 8.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 8.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 8.6 **Reviewing and changing the Implementation Plan**
 - 8.6.1 The Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
 - 8.6.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 8.7 **Reviewing and changing the Implementation Plan**
- 8.8 The Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 8.9 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

9. MANAGEMENT INFORMATION/REPORTING

- 9.1 The DfT shall require access to the Supplier's on-line management information system to obtain up to date (real time) and historical data on card transactions and expenditure.
- 9.2 Requests for data on cards may come as a result of Parliamentary Questions, Freedom of Information request or general MI, it is therefore a material condition that data is provided within one working day when responding to Parliamentary Questions (when specified).
- 9.3 Users will be accessing the Supplier's MI solution from the DfT's various networks, which are subject to HMG policies and standards. The Supplier shall comply with the PCI Data Security Standard.
- 9.4 The Supplier shall provide DfT with access to a range of pre-defined reports that can be run as required, as well as the facility to interrogate data for very specific enquiries.

- 9.5 The DfT are required to report spend against specific categories for Treasury returns such as the Public Sector Procurement Expenditure Survey (PSPES). The Supplier shall set up bespoke reports to produce data in a specifically defined format to allow easy consolidation of this data.
- 9.6 The DfT are required to maintain the data for a period of 7 years. The supplier system must be able to retain the data or provide within its methods of archiving the information to fulfil these requirements.
- 9.7 The Supplier shall ensure that its MI system can be tailored to meet the DfT's requirements.
- 9.8 To facilitate improvements in DfT business processes, the Supplier shall provide the DfT contract manager with quarterly MI relating to the average timeframe achieved for the settlement of invoices across each DfT organisation.
- 9.9 **Specific customer MI requirements**
- 9.10 **DfT(c) requirements** - The centre uses Microsoft software and SAP ERP (via our SSC). DfT is able to read pdf documents. Internet access is a standard office facility but downloading from sites into the DfT's network requires specific approval from the DfT Security Officer. MI is to be sent to DfT(c) on a monthly basis.
- 9.11 **Other cluster members** - In the event that other cluster members MI requirements differ from that of that in the Framework they will be able to directly liaise with the contractor to request amendments or additional information on an ongoing basis.

10. VOLUMES

- 10.1 The volume/value of transactions on an annual basis is undetermined at this stage and is subject to change. Currently the value of collective annual transactions is £6m (spend from Dec 22-Nov 23)
- 10.2 The current number of active cards is approximately 1,356. The cards are distributed as follows:
- DfTc – 301
 - MCA – 190
 - BTP – 200
 - DVSA – 500
 - EWR – 10
 - HS2 – 25
 - VCA - 130

11. CONTINUOUS IMPROVEMENT

- 11.1 The Supplier shall work with the Authority and Buyers in order to identify new or potential improvements to the provision of the Deliverables in line with Call-Off Schedule 3 (Continuous Improvement). The Supplier's requirements under this contract include, but are not limited to:
- 11.1.1 Adoption of a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the DfT of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables;
 - 11.1.2 Proactively working with the DfT to identify opportunities for expansion of the Buyer's Procurement Card solution;
 - 11.1.3 Working with the DfT to demonstrate the benefits of moving spend to this type of payment approach. If required, the Supplier will support the DfT with implementing spend to a new or existing Procurement Card payment solution.
 - 11.1.4 Producing at the start of each Contract Year a plan to be presented to the Buyer for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval.
 - 11.1.5 Working with the DfT to help identify improvements in the rebate rates based on improved settlement times.
- 11.2 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. In addition to improving its own delivery of the services, the Supplier shall provide sufficient resources and MI to support the DfT in identifying potential improvements in the use of procurement cards and the settlement terms attained across the DfT organisation.
- 11.3 The Supplier should present new ways of working to the Authority during Contract review meetings.
- 11.4 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. QUALITY

- 12.1 Please identify the quality required for contractual outputs including any required quality and or standard accreditation/s.

- 12.2 The Supplier is encouraged to work with the Department to suggest appropriate performance indicators or milestones for meeting the Departments broader objectives pertaining to this service (e.g. the phasing out of physical cards).
- 12.3 The supplier is expected to meet the required service standards as per this statement of requirements and in-line with the Framework service offering (Lot 1).
- 12.4 The supplier is expected to maintain a high level of customer service throughout the life of this contract.
- 12.5 The Department reserves the right to examine any aspect of the successful suppliers service in detail.

13. PRICE

- 13.1 The rebate value used in this contract will be based on the rebate rates provided in the bid by the supplier in accordance with the RM6248 framework call off procedure.
- 13.2 The Supplier shall provide the DfT with an annual rebate for use of the scheme. The value of this rebate shall be determined by the Annual Contract Spend and the Settlement Band Achieved. The Annual Contract Spend shall be defined as the overall spend across DfT on the scheme, so that all parts of the DfT participating in the programme receive their share of the rebate at the highest level.
- 13.3 The Settlement Band Achieved is calculated by rounding upwards the mean number of days taken to settle each invoice issued under the scheme to the nearest Settlement Band. The Settlement Band Achieved will always be a greater or equal number of days to the mean number of days taken to settle each invoice. The Settlement Bands are specified in Attachment 4 - Pricing Schedule. These are 28 days; 21 days; 14 days; 10 days; 7 days.
- 13.4 Any rebate due must be paid to each part of the DfT on the scheme separately; DfT can accept payment by cheque or bank credit. The rebate should not be credited to any individual card account without prior discussion with the administrator for that part of the DfT.
- 13.5 To support the new transparency agenda in Government, the payment amount and how this is calculated must be easily verifiable to each part of the DfT on the overall scheme.
- 13.6 The DfT will pay their monthly consolidated invoice via BACS. Individual units will describe methods other than this below.
- 13.7 The accounting systems within the DfT will aggregate (each business unit) payments processed at the same time and transfer a single payment via the agreed method.
- 13.8 The Supplier shall account for this in their systems and apportion the payments to the right card account at no additional effort or cost to the DfT.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 14.4 The Supplier shall appoint an Account Manager with appropriate experience and qualifications, to ensure that all the requirements of each Call-Off Contract are met. The Supplier will have measures in place to ensure any periods of annual leave or any (un)planned absence are covered.
- 14.5 The Supplier shall hold operational service meetings with the Buyer as specified within the Call-Off Contract.
- 14.6 The Supplier shall ensure the DfT and its End Users, are able to contact the Supplier directly, from any country and at any time.
- 14.7 The Supplier shall provide all DfT and its End Users with a free of charge Customer Service Helpline (telephone service), which shall be available 24 hours a day, 7 days a week and 365 days a year (366 days for leap years).
- 14.8 The service shall provide support to DfT and its End Users, which includes, but is not limited to:
- 14.8.1 issues with solutions; and
 - 14.8.2 guidance on use.
- 14.9 Accessibility**
- 14.9.1 The Supplier shall use commercially reasonable endeavours to support accessibility and offer relevant End User support.
- 14.9.2 The Supplier shall ensure that all information and support relating to the Procurement Card Solution is provided in Accessible Formats (e.g., MS Word, PDF), at no additional cost.
- 14.10 Complaints and Compliments**
- 14.10.1 The Supplier shall have a comprehensive and easily accessible procedure to enable the DfT to make a complaint or compliment, and for complaints to be investigated.

14.10.2 The following procedure must be provided free of charge, and as a minimum, include:

14.10.2.1 Escalation route, outlining stages and timescales;

14.10.2.2 Acknowledgement of all complaints and an explanation of actions to be taken;

14.10.2.3 Regular updates to the 'complainant' on progress with their complaint;

14.10.2.4 A written record of all complaints and compliments, including details of any investigation; and

14.10.2.5 A whistle-blowing policy to protect staff from victimisation.

15. SERVICE LEVELS AND PERFORMANCE-

15.1 The supplier shall meet the Service level and Performance requirements as set out in Call off Schedule 14

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 The Contractor should adhere to Call-Off Schedule 9 (Security) short form.

16.2 In line with the call off agreement the contractor shall deliver the latest version of their security plan to DfT within 20 Working Days after the Contract Effective Date.

16.3 The DfT shall then review the plan to ensure it meets its requirements. If the DfT does not approve the draft Security Plan, it shall inform the Contractor of its reasons promptly following its decision to withhold approval and the Contractor shall take those reasons into account in the preparation of a further draft BCDR Plan, which shall be resubmitted to the DfT within ten (10) Working Days of the rejection of the draft BCDR Plan. DfT will not withhold its approval of the draft BCDR Plan unreasonably.

16.4 Fraud

16.4.1 The Supplier shall inform the DfT of all suspected fraud or security breaches.

16.4.2 If separate from the Customer Service Helpline, the Supplier shall implement an Emergency Helpline (telephone facility) for DfT, including End Users, free of charge, which must be available 24 hours a day, 7 days a week, and 365 days a year (366 days for leap

years). The Supplier's proposed facility shall, as a minimum standard, provide Buyers with the ability to report the following:

16.4.2.1 lost or stolen cards;

16.4.2.2 security breaches; and

16.4.2.3 suspected fraud, theft, misuse or unauthorised use.

16.4.3 The Supplier shall take appropriate action immediately when a security breach or suspected fraud is reported by End Users, DfT and/or Authority personnel. The Supplier shall confirm such reports and any action taken to the Buyer in writing.

16.4.4 The Supplier shall ensure that all reports are fully investigated, and a clear outcome provided to the DfT, in writing. If necessary, the Supplier shall assist the Buyer with any investigations that are undertaken.

16.4.5 In the case of a suspected security breach or suspected fraud, the Supplier shall immediately deactivate an End User's PSC and confirm to the DfT that deactivation has taken place.

16.4.6 DfT shall not be liable for any transactions that occur after the fraud or security breach is reported and/or any losses incurred as a result of the Supplier breaching its security obligations.

18. CONTRACT MANAGEMENT

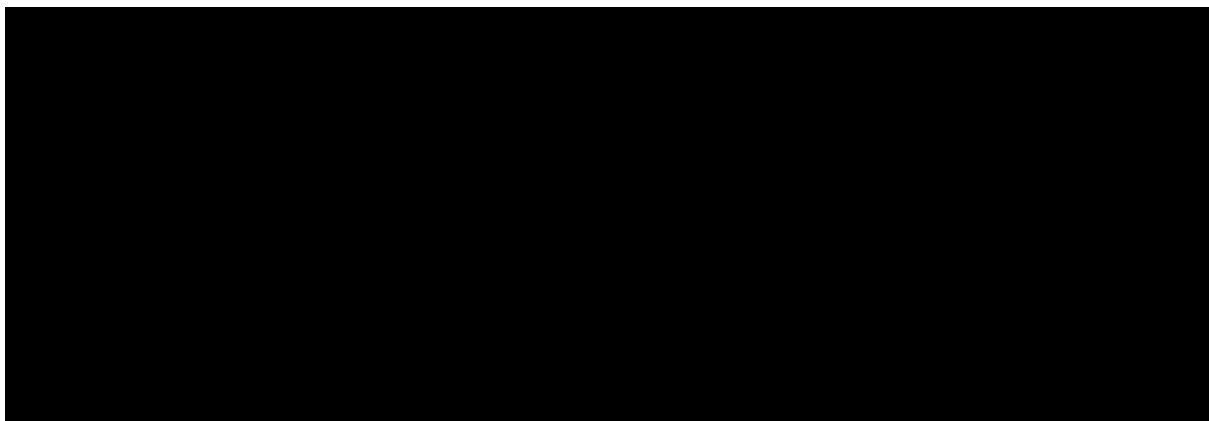
- 18.1 Attendance at Contract Review meetings shall be at the Supplier's own expense. These shall be held quarterly subject to requirements.
- 18.2 The DfT will provide a contract manager as a single point of contact for overall management of the DfT programme. The Supplier shall put in place a similar individual on their side to manage the relationship. This arrangement will operate during 'normal business hours'.
- 18.3 The Supplier shall meet regularly with the Customer (DfT contract manager and a contact point provided by each of the cluster members) in accordance with a schedule of contract meetings agreed with DfT. On occasion, if required, representatives from the wider DfT Group may wish to attend these meetings.

19. LOCATION

- 19.1 The location of the Services will be carried out in the supplier's own premises.
Meetings can be held at:
- The offices of the Authority (Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR
 - The supplier's office
 - By phone or video conference
 - Any other location as required.
- 19.2 For the purposes of travel and subsistence, the 'base location' shall be deemed as Westminster – London.
- 19.3 Subject to approval by the DfT, any costs associated with travel to other locations, other than the 'base location', will be subject to the Authority's standard Travel and Subsistence arrangements.

Annex 2 –

The Suppliers (NatWest Plc) formal technical submission (including Social Value).



Annex 3 – Cluster Members (as per Schedule 12)

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
Department for Transport Central (DfTc) – Contract Owner.	Full services as described in specification and call off agreements	Full contract term	NA
Driver Vehicle License Agency (DVLA)	Full services as described in specification and call off agreements	Full contract term	NA
Driver Vehicle Standards Agency (DVSA)	Full services as described in specification and call off agreements	Full contract term	NA
Maritime and Coastguard Agency (MCA)	Full services as described in specification and call off agreements	Full contract term	NA
British Transport Police (BTP)	Full services as described in specification and call off agreements	Full contract term	NA
Crossrail International (CI)	Full services as described in specification and call off agreements	Full contract term	NA
Vehicle Certification Agency (VCA)	Full services as described in specification and call off agreements	Full contract term	NA
East West Rail (EWR)	Full services as described in specification and call off agreements	Full contract term	NA
Northern Lighthouse Board	Full services as described in specification and call off agreements	Full contract term	NA

Department for Transport Central (DfTc) may add additional cluster members.