Specification

Merchant Acquirer

Finance Assurance Services Directorate

**Contract Reference: PS/20/47**

**Contract Reference:**

**Date: 12.03.2021**

**Version: 1.0**

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## 1. Introduction

In accordance with the Cabinet Office Mid-Tier Contract Terms and Conditions (MTC) the DfT invites proposals for the following Merchant Acquirer Services (MA) for the Driver and Vehicle Licensing Agency (DVLA) via the Official Journal of the European Union (OJEU).

The following terms for physical payment terminals will have the same meaning throughout the various contractual documentation:

* Point of Sale (POS)
* Mobile Point of Sale (MPOS)
* Rented processing terminals with Chip & PIN functionality
* Card payment terminals
* Rented card payment terminals
* Physical card payment terminals
* Card processing terminals
* Manual card payment terminals
* Fixed Terminals
* Mobile Chip & PIN terminals
* PDQ machines/terminals

The following terms for virtual payment terminals will have the same meaning:

* Electronic Point of Sale (EPOS)
* Virtual card processing terminals
* Virtual card payment terminals

ePDQ

**1.1 Definitions**

The definitions are as follows:

|  |  |
| --- | --- |
| Authority | means Driver Vehicle Licensing Agency (DVLA) |
| Service Provider | means the party identified as such in the Contract, who is also identified as the Supplier in connection with the Contract |
| Commencement Date | 1st May 2022 |
| Expiry Date | 30th April 2025 |
| Contract Period | means the term of the contract from the Commencement Date until the Expiry Date. |
| Services | means the various transaction types processed by DVLA. |
| Contracts Finder | means the Government’s publishing portal for public sector procurement opportunities. |
| SME | means an enterprise falling within the category of **micro, small and medium-sized enterprises** defined by the Commission Recommendation of 6 May 2003 concerning  the definition of micro, small and medium-sized enterprises. |
| VCSE | means a non-governmental organisation that is value-driven, and which principally reinvests its surpluses to further social, environmental or cultural objectives. |

* 1. **Contract Prerequisite**

The Service Provider must:

* Be able to work with the Authority’s current Gateway Provider (BPS/Capita) and future provider if it changes over the life of the contract.
* Provide pricing for Merchant Acquirer.

## 2. Background to the Requirement

The Authority requires a Service Provider for MA services to allow the Authority to accept credit and debit card payments from card issuing banks.

The Authority requires MA services to support payment options for a variety of services:

* Electronic Vehicle Licensing (EVL) Web and Agent
* Sale of Marks (SOM) Web
* Vehicle Personalised Registrations Online (Retain) Web
* Online Enforcement Penalty Payments (OEPP)
* Driver License Online (DLO)
* Tachograph Commercial Cards
* Trailers Registration
* Duplicate V5C Registration Documents (V62)
* Duplicate Driving Licenses (D90)
* Digital Tachograph System
* Driver Customer Services (DCS) & Fee Enquiries
* Enforcements
* Vehicle Excise Duty (VED) Casework
* Reception
* Registration of Number Plate Suppliers (RNPS)
* First Registrations **\***
* Personalised Registrations **\***

The above are the current services utilised for debit and credit card payments except for **\*** which are due to go live soon; these services could change e.g. removal/additional prior to award of contract.

## 3. Procurement Timetable

|  |  |
| --- | --- |
| **ITT Pack Issued** | 18th March 2021 |
| **MS Teams Call to Discuss Pricing Schedule with Prospective Service Providers** | 23rd and 24th March 2021 |
| **Clarification Questions End Date** | 2nd April 2021 |
| **Responses** | 16th April 2021 |
| **Analysis/Evaluation** | 14th May 2021 |
| **Award** | 20th July 2021 |
| **Transition Period** | 20th July 2021 – 30th April 2022 |
| **Current Contract Expires** | 30th April 2022 |

There is the option to have a Microsoft Teams meeting or telephone conference with DVLA to discuss completion of Annex 3 (Pricing Schedule).

There are two hourly slots available on **23rd and 24th March 2021** as follows:

* **Slot 1 – 23 March 2021 at 15:00hrs-16:00hrs**
* **Slot 2 – 24 March 2021 at 16:00hrs-17:00hrs**

Please arrange with the Procurement Contact listed in Section 14 Points of Contact, to book your slot, if you would like to take up this opportunity **by 15:00 hours on 22nd March 2021.**

*The attendance or non-attendance of the Pricing Schedule Clarifications Session will not affect bidders’ evaluation scores.*

## 4. Scope

This requirement covers the DVLA, hereafter referred to as the Authority. The actual total value of the contract for the financial year 2019-2020 was £13.5 million. The Authority currently collects in the region of £256 million per month through the MA contract. Details of the various services are outlined in sections 6. Some services involve customers transacting online, via Interactive Voice Response (IVR), by telephone to the Authority (including the Authority’s Contact Centre) and face to face at Reception.

## 5. Implementation and Deliverables

The commencement of the contract is planned for 1st May 2022 and may require a phased transition of services over a period of several months.

The Service Provider shall develop a plan to transition the Authority onto the new MA Contract. The Service Provider shall work in collaboration with the incumbent Service Provider(s) to effect transitional/exit arrangements, using commercially reasonable endeavours to deliver the transition, in addition to any applicable Customer third party payments service providers.

If required by the Authority, the Service Provider shall manage the implementation of the Deliverables into the Authority’s organisation, within a timescale agreed between the Authority and the Service Provider in the new MA Contract.

The Service Provider shall work with the Authority to agree an implementation plan to transition any existing payment acceptance services and payment acceptance equipment identified within the scope of the new MA Contract.

The Service Provider shall provide an implementation plan which sets out how the Authority’s Deliverables will be implemented. The implementation plan shall include, as a minimum standard, the following elements:

* + - * project plan including timescales
      * project management methodology as agreed between the parties, including a process for reporting progress against agreed plans
      * an implementation team structure, including a named implementation manager and named technical experts
      * a testing and acceptance plan, which must include:
* undertaking user training
* issuing user guides; and
* carrying out test process dry runs.

**5.1 Contract Duration**

This Agreement shall be for a period of 3 (three) years with the option to extend for a further one (1) plus one (1) year period (3+1+1).

## 6. Specifying Goods and / or Services

**6.1 Transaction Services**

The Agreement will be for the services of a Merchant Acquirer to facilitate credit and debit card processing on behalf of the Authority within the following environments: -

* Internet
* Cardholder present
* Cardholder not present

The service to be provided will include as a minimum:

* Transaction processing – online, manual and telephone
* Integrated system links
* Provision of rented processing terminals with Chip and Pin functionality
* Online payment and settlement service accessed via the internet

**6.2 Using a Payment Service Provider (PSP)**

Some of our business systems are currently integrated with a Payment Gateway, hereafter referred to as a Payment Service Provider (PSP). The PSP supports the Authority in the authentication, authorisation and settlement of cards payments in line with Payment Card Industry Data Security Standard (PCI DSS) requirements. The Authority has developed its own Payment Broker (PB); Payment Broker provides interfaces to the Authority’s business systems to support the processing of card payments. All interaction between the Authority’s business systems and the PSP is via Payment Broker.

The PSP provides a secure hosted pay page which allows customers to enter their payment card details. An authorisation request is sent from the PSP to the Merchant Acquirer which will include the Authority’s merchant number, the customer’s card details and the amount. The Merchant Acquirer will return to the PSP one of the following responses: -

* Payment authorised – the authorisation code will be supplied by the Merchant Acquirer, returned to Payment Broker by the PSP and stored for reference by the Authority. The Authority will then provide the customer with confirmation of their purchase.
* Payment referred or declined – the payment is not authorised. The Authority provides the customer with the option to change their payment method or cancel their purchase.

The Authority has a zero-value floor limit and therefore authorisation is sought for every transaction regardless of value.

The PSP produces a nightly settlement file containing details of all transaction which the Authority requires to be settled for the previous calendar day. The Authority requires the Merchant Acquirer to acknowledge receipt of the file from the PSP system within 30 minutes. The receipt will state the number of transactions and the total value.

The Merchant Acquirer must notify the PSP of any failed individual transactions and provide the merchant identification number, card type and transaction serial number immediately.

When a refund is required, a refund request is sent to the PSP via PB.

The following services currently using Payment Broker are:

* Electronic Vehicle Licensing (EVL) Web and Agent
* Sale of Marks (SOM) Web
* Vehicle Personalised Registrations Online (Retain) Web
* Online Enforcement Penalty Payments (OEPP)
* Driver License Online (DLO)
* Tachograph Commercial Cards
* Trailers Registration
* Duplicate V5C Registration Documents (V62)

**6.2.1 Electronic Vehicle Licensing (EVL)**

**1 Web (Cardholder not present), 1 Agent (Cardholder not present) and 1 IVR \***

EVL is the system used to enable vehicle owners to pay their vehicle excise duty and card payments can be processed through the following three channels each requiring a separate MID: -

* Internet (EVL Web) - Cardholder not present
* Contact Centre (EVL Agent) – Cardholder not present
* Interactive Voice Response (IVR) \* please note this payment service mechanism is not via payment broker

**Volumes**

Payment card transactions amounted to 21 million, which provided sales levels of approximately £3 billion in 2019/20.

**Process**

The EVL contact centre is currently open from 08.00 – 19:00 Monday to Friday and 08.00 – 14:00 on a Saturday. The online service is available 24 hours a day, 365 days a year (366 days in a leap year).

**6.2.2 Sale of Marks (SOM)**

**2 Web (Cardholder not present), 1 Agent (Cardholder not present) and 1 ePDQ (Cardholder not present) for resilience**

##### The Authority operates a sales scheme under the brand name DVLA Personalised Registrations, which makes available attractive and personalised vehicle registration numbers for sale through its website dvlaregistrations.direct.gov.uk.

All registration numbers made available under this method are sold at prices determined by the Authority. The price includes VAT at the current rate, plus an additional assignment fee, which is VAT exempt, and is currently set at £80.00.

SOM is the system used to enable customers to pay for their personalised vehicle registration numbers and card payments can be processed through the following four channels each requiring a separate MID: -

* Internet (SOM Web) – Cardholder not present
* Internet (PR Web) – Cardholder not present
* Contact Centre Resilience (SOM Agent) – ePDQ Cardholder not present
* Contact Centre Resilience (PR Agent) – Cardholder not present

**Volumes**

Payment card transactions amounted to 400,000, which provided sales levels of approximately £141 million in 2019/20.

**Process**

The contact centre is currently open from 08.00 – 19:00 Monday to Friday and 08.00 – 14:00 on a Saturday. The online service is available 24 hours a day, 365 days a year (366 days in a leap year).

**6.2.3 Vehicle Personalised Registrations Online (Retain)**

**1 Web (Cardholder not present)**

PR retain is the system used to enable customers to pay to retain their vehicle’s personal registration online and card payments can be processed through the following channel which requires a separate MID: -

* Internet (PR online) – Cardholder not present

**Volumes**

Payment card transactions amounted to 791,000, which provided sales levels of approximately £63 million in 2019/20.

**Process**

The online transition provides an alternative channel for customers to transact with the Authority. All retained transactions currently require an assignment fee of £80.

The payment transaction page for VMPR Retain service is hosted by BPS who capture and validate card payments.

A settlement report of the previous day’s transactions is sent to the Authority before 7:00 am the next day. All card payment details are encrypted in the report.

The ITS operational support team reconcile the payments every day ensuring that all customer transactions have updated, and all discrepancies are investigated and resolved. At the end of every week the ITS operational support team forward the reconciliation report to finance

The Operational PR team are responsible for investigating all chargeback requests sent from Barclaycard.

The ITS Live Support team will issue refunds back to the card used in the original transaction through the BPS portal.

**6.2.4 Online Enforcement Penalty Payments (OEPP)**

**1 Web (Cardholder not present)**

OEPP is the online system used to allow customers to pay their vehicle fixed penalty and arrears of vehicle tax. Card payments are processed through the internet using the OEPP service, transactions and card payments can be processed through the following channel which requires a separate MID: -

* Internet (OEPP) – Cardholder not present

**Volumes**

Payment card transactions amounted to 140,000, which provided sales levels of approximately £12.1 million in 2019/20.

**Process**

The online service provides an alternative channel for customers to transact with the Authority. This service is available 24/7.

The payment transaction page for the OEPP service primarily sits on the Authority’s Resilient Payment Provider ‘Worldpay’ service, which is hosted by ‘Gov.pay’.

OEPP has the ability to seamlessly switch to the Authority’s Primary Payment Provider if it experiences system issues on ‘Worldpay’. Therefore, resilience provision is required for this contract. The providers capture and validate the card payments before settling the funds and completing the transaction. BPS sends a settlement report of the previous day’s transactions to the Authority’s OEPP team before 7:00 am the next day. All card payment details are encrypted in the report.

The OEPP team reconcile the payments every day ensuring that all customer transactions have updated, and all discrepancies are investigated and resolved.

At the end of every week, the OEPP team forward the reconciliation report to finance.

**6.2.5 Driver License Online (DLO)**

**1 Web – (Cardholder not present)**

The principle behind DLO is to facilitate electronic transaction processing online and also to provide the customer with a further means of acquiring driver related documentation quickly and conveniently.

DLO is the system used to enable customers to pay for their driver licenses and card payments can be processed through the following channel which requires a separate

MID: -

* Internet (DLO/DRP) – Cardholder not present

**Volumes**

Payment card transactions amounted to 3.6 million, which provided sales levels of approximately £76 million in 2019/20.

**Process**

DLO provides an alternative channel for customers to transact with the Authority. Some of these transactions, for example the duplicate driving license and ten-year renewal driving license require a fee to be paid.

Once the customer completes their transaction, the DLO system displays a payment page, which contains an Iframe. The page within the iframe is a link to the Merchant Acquirer. Payments for DLO transaction are now all done during the transaction. The initial step being initiate payment. This step establishes a connection to the bank. This is done via a payment broker. DLO sends the request for the Merchant Acquirers payment page to payment broker who then sends the request to Merchant Acquirer. Once the response has been approved, the approval returns to the active DLO transaction, again via payment broker, and displays the payment page.

Once the payment page is displayed, the customer inputs their bankcard details and presses a ‘Pay’ button. Once this button is pressed, a payment authorisation request is sent to the Merchant Acquirer. The successful authorisation is returned to the DLO application. The funds will now have been ring fenced in the customer’s bank account. At the same time, following the authorisation of payment, the application will send a request settlement request to the Payment Broker, which will then send a settlement request to the Merchant Acquirer. Following success, the transaction is completed from a customer perspective.

Concerning refunds, a scheduled job runs on a nightly basis, which checks various statuses of payments and transactions. If the combination requires a refund, a request is sent to the Merchant Acquirer.

**6.2.6 Tachograph Commercial Cards**

**Web (Cardholder not present) and Agent (Cardholder not present)**

Tachograph is the system used to enable UK and NI customers of Heavy Goods Vehicles (HGVs) and Passenger Carrying Vehicles (PCV) to pay for their tachograph cards and card payments can be processed through the following 4 channels each requiring a

separate MID: -

* Internet (DVLA Tacho Web) – Cardholder not present
* Internet (NI Tacho Web) – Cardholder not present
* Agent (DVLA Tacho Agent) - Cardholder not present
* Agent (NI Tacho Agent) - Cardholder not present

**Volumes**

Payment card transactions amounted to 10,000, which provided sales levels of approximately £342,000 in 2019/20.

**Process**

Tachograph clerks have the facility to accept payment and close cases. Tachograph lines are open 08:00-16:30 Monday to Friday.

**6.2.7 Trailers Registration**

**Web (Cardholder not present) and Agent (Cardholder not present)**

Trailer Registration is the service used to enable customers to pay to register their trailers which they intend to use internationally, and card payments can be processed through the following 2 channels each requiring a separate MID: -

* Internet (DVLA Trailers Reg Web) – Cardholder not present
* Agent (DVLA Trailers Reg Agent) - Cardholder not present

**Volumes**

Payment card transactions amounted to 3,600, which provided sales levels of approximately £180,000 in 2019/20.

**Process**

Trailer Registration clerks have the facility to accept payment and close cases.  Trailer registration lines are open 08:00-19:00 Monday to Friday and Saturday 08:00-14:00.

**6.2.8 Duplicate V5C Registration Documents (V62)**

**Web (Cardholder not present) and Agent (Cardholder not present) \***

V62 is the system used to enable customers of pay for their duplicate registration certificate and card payments can be processed through the following 2 channels each requiring a separate MID: -

* Internet (DVLA Duplicate V5C Web) – Cardholder not present
* Contact Centre (V62) – Cardholder not present \* please note this payment service mechanism is not via payment broker

**Volumes**

Payment card transactions amounted to 277,000, which provided sales levels of approximately £6.9 million in 2019/20.

**Process**

The contact centre is currently open from 08.00 – 19:00 Monday to Friday and 08.00 – 14:00 on a Saturday. The online service is available 24 hours a day, 365 days a year (366 days in a leap year).

The fee for a V62 scheme went live in 2004. The scheme enables the registered keeper of a vehicle to apply for a duplicate registration certificate over the telephone. The fee for providing a replacement is £25.00.

The operators within the Contact Centre receive telephone calls relating to requests for duplicate vehicle registration documents. These requests together with the card details of the customer are logged against a user specific intranet application.

A file is transmitted to the Merchant Acquirer giving the details of the transactions undertaken during the day.

**6.3 The following services currently not using Payment Broker are:**

* Duplicate Driving Licenses (D90)
* Digital Tachograph System
* Driver Customer Services (DCS) & Fee Enquiries
* Enforcements
* Vehicle Excise Duty (VED) Casework
* Reception
* Registration of Number Plate Suppliers (RNPS)
* First registration (not currently active, due to go live soon)
* Personal Registrations (not currently active, due to go live soon)

**6.3.1 Duplicate Driving Licenses (D90)**

**1 Agent (Cardholder not present)**

This scheme allows drivers to replace lost or stolen driving licenses for a fee. The Authority’s Contact Centre processes duplicate licenses over the telephone, the Contact Centre undertake payments via D90 for certificates of entitlement. An example of when a certificate of entitlement is used is when a license holder does not have their license to hire a vehicle.

Card payments can be processed through the following channel, which requires a separate MID: -

* Contact Centre (D90) – Cardholder not present

**Volumes**

Payment card transactions amounted to 116,000, which provided sales levels of approximately £2 million in 2019/20.

**Process**

The contact centre is currently open from 08.00 – 19:00 Monday to Friday and 08.00 – 14:00 on a Saturday. The online service is available 24 hours a day, 365 days a year (366 days in a leap year).

Drivers’ skilled/trained agents have the facility to issue duplicate licenses. The lines are currently open 08.00 to 19.00 weekdays and 08.00 to 14.00 on Saturdays.

Staff process the duplicate license applications and enter the credit/debit card details into the Authority’s ‘Drivers D90’ system. The fee for providing a replacement is £20.00.

The system can identify different types of cards and whether the card is invalid. If an invalid card is identified, the operator is notified via a message displayed on the screen.

A file is produced at the end of the working day and is electronically submitted to the Merchant Acquirer.

Additionally, the Merchant Acquirer must confirm whether or not it can supply the card index referred to in this section. This confirmation must supply details of any costs of supplying the index and whether the index could be used under other Authority systems.

**6.3.2 Digital Tachograph System**

**1 Agent (Cardholder not present)**

This scheme requires drivers of Heavy Goods Vehicles (HGVs) to purchase a digital tachograph card every 5 years. The initial cost per card will be £38 decreasing to £19 for subsequent renewals.

Card payments can be processed through the following channel which requires a separate MID: -

* Contact Centre (Tachos) – Cardholder not present

This service is likely to be transformed prior to award of contract and therefore could be subject to change. It is likely this will involve web and agent transactions.

**Volumes**

Payment card transactions amounted to 62,000, which provided sales levels of approximately £1.1 million in 2019/20.

**Process**

Card payments are channelled via the Duplicate Driving Licenses (D90) solution with a fee of £19.00 for a replacement card. Although there is a separate digital tachograph merchant identification number, the Duplicate Driving Licenses (D90) transaction and processing details are identical.

**6.3.3 Driver Customer Services (DCS) & Fee Enquiries**

**1 Agent (Cardholder not present) – ePDQ**

Drivers Returned Cheques (DRC) is the system used to enable customers to pay for their dishonoured cheques for driving license/tachocard applications and card payments can be processed through the following channel which requires a separate MID: -

* Contact Centre (DRC) – Cardholder not present

**Volumes**

Payment card transactions amounted to 4,100, which provided sales levels of approximately £148,000 in 2019/20.

**Process**

The Authority contacts the driver for the outstanding fee, and they have the option to pay over the phone by credit/debit card or to send the Authority a postal order. Currently use online Gateway to support service.

The amount of payments the Authority processes via telephone can vary on a daily basis.

**6.3.4 Enforcements**

**3 Agent (Cardholder not present) - ePDQ**

The Enforcement Centre ensures the compliance of vehicle legislation Vehicle Excise and Registration Act (VERA) 1994 via a range of enforcement activities. The Authority carries out computerised and on road checks to identify evading vehicles.

DVLA issue Out of Court settlements or penalties to keepers who have failed to tax or insure their vehicle as required by law. The scheme allows customers to pay over the phone to Contact Centre agents or directly to agents in Enforcement.

Card payments can be processed through the following three channels each requiring a separate MID: -

* Enforcement Agent (VED ENF CNTR) - Cardholder not present
* Contact Centre Agent (ENF) - Cardholder not present
* Contact Centre Agent (ENF 2) – Cardholder not present

**Volumes**

Payment card transactions amounted to 250,000, which provided sales levels of approximately £20 million in 2019/20.

**Process**

Enforcement and Contact Centre agents have the facility to accept payment and close cases/withdraw cases from court. Enforcement phone lines are open 09:00-17:00 Monday to Friday. Currently using virtual card processing terminal.

**Offence Types**

* **Continuous Registration** – Late Licensing Penalty issued to registered keeper who fails to re-license or declare SORN on vehicle 6 weeks after license expires. Debt collection is used to pursue cases. Penalty is £80 reduced to £40 if paid within 33 days.
* **S29** – If a person uses or keeps a vehicle which is unlicensed or has a SORN on it is guilty of an offence. Prosecution is used to pursue cases in Magistrates courts. Out of Court settlement varies dependant on how many months VED have been unpaid.
* **Duty Compliance/Direct Debit** – Enforcement action is taken if payment for a license is dishonoured/cancelled after requests for alternative payment. Debt collection is used to pursue cases. Initially DVLA request the full outstanding balance for the bounced Cheques/Direct Debit but then becomes a Penalty of £80 reduced to £40 if paid within 33 days.
* **Direct Debit Indemnity** – Enforcement agents write out to customers to try and retrieve incorrectly claimed indemnities. Amount vary dependant on value of claim.
* **Dual Notification** – If the disposing keeper fails to notify the Authority within a month and the Authority receives the V62 from new keeper enforcement action is taken. Prosecution is used to pursue cases in Magistrates courts. Out of Court settlement of £55 reduced to £35 if paid within 17 days.
* **Continuous Insurance Enforcement (CIE)** – aimed at registered keepers of taxed vehicles that are insured or do not have sufficient insurance. Prosecution is used to pursue cases in Magistrates courts. Out of Court settlement of £100 reduced to £50 if paid within 33 days.

**6.3.5 Vehicle Excise Duty (VED) Casework**

**1 Agent (Cardholder not present) - ePDQ**

The VED Casework ensures the compliance of vehicle legislation (VERA) 1994 via a range of licencing activities. The Authority asks for payments for underpayment of vehicle license, arrears of duty, refund due to AOTD, Direct Debit indemnity repayment and Direct Credit paid in error.

* Payment is required when a vehicle is taxes outside its normal tax class and is later found out not to have the supporting certificates for this.
* Payment is required if a refund has been given in error due to the system the previous keeper rather than the current keeper.
* Payment is required if someone pays their VED and then indemnified it at the bank the balance is still outstanding.

Card payments can be processed through the following channel which requires a separate MID: -

* VED Casework Agent (VED Recovery) - Cardholder not present

**Volumes**

Payment card transactions amounted to 2,000, which provided sales levels of approximately £18 million in 2019/20.

**Process**

Process - VED Casework clerks have the facility to accept payment and close cases.  VED Casework phone lines are open 09:00-17:00 Monday to Friday.

**6.3.6 Reception**

**1 Cardholder present (Chip and PIN/Contactless) PDQ**

Reception take payments from members of the public for Driver and Vehicle transactions and card payments can be processed through the following channel which requires a separate MID: -

* Reception - Cardholder present (Chip and PIN/Contactless)

**Volumes**

Payment card transactions amounted to 3,100, which provided sales levels of approximately £155,000 in 2019/20.

**Process**

Customer present in the Authority’s Reception and uses a chip and pin machine to make their payment. Customer will either enter 4-digit pin or pay by contactless if within contactless threshold, option for customer to decide.

**6.3.7 Registration of Number Plate Suppliers (RNPS)**

**1 Web (Cardholder not present) and 1 Agent (Cardholder not present) PDQ**

In January 2003 the Register of Number Plate Suppliers scheme was introduced in England and Wales to control the supply of number plates. This scheme is part of a wider Government strategy to reduce vehicle crime. The scheme is designed to stop motorists using fake number plates to avoid fines and penalties.

The scheme was extended to include Scotland and Northern Ireland in August 2008. The transaction costs £40 or multiples of this amount for additional outlets to register their business/businesses as number plate suppliers and is applied for the duration of the company’s existence. Suppliers can pay by cheque, postal orders or credit/debit card.

RNPS is the system used to allow customers to pay to register as a number plate supplier and card payments can be processed through the following two channels each requiring a separate MID: -

* Internet (RNPS ELMS) – Cardholder not present
* Agent (RNPS) – Cardholder not present

**Volumes**

Payment card transactions amounted to 2,100, which provided sales levels of approximately £98,000 in 2019/20.

**Process**

There are currently over 41,200 suppliers registered with the Authority. As this is a one-off registration and not an annual registration, only new number plate suppliers will be required to register.

The Authority has a dedicated telephone line within this business area and RNPS applications are submitted to the agency operator. The customer provides the agency operator with the credit/debit card number and card expiry date over the telephone and a payment is processed via a card payment terminal. Applications can also be processed via forms received in the post and the same details are required. The RNPS telephone line is currently open from 09:00 - 16.30 Monday to Friday.

Applicants can also apply online; they must register on the Gov.uk Signon website where they are then directed to a Capita online portal to make the payment of £40. The Authority are notified of any new applications pending and then log into a Capita online portal to see the application with a payment reference number (but no card details). However, as the payment has already been taken via Capita, if the application is unsuccessful, a refund must be issued. This is actioned by Capita directly to the applicants’ card (refunds do not go through the Authority).

**6.3.8 First Registrations**

**1 Agent (Cardholder not present) - ePDQ**

This is a new service due to go live soon; it will allow customers to pay for First Registation applications and Vehicle Excise Duty over the phone to agents in DVLA.

Card payments can be processed through the following channel which require a separate MID: -

* First Registration (FR) - Cardholder not present

**Volumes**

Unable to provide figures for 2019-2020.

**6.3.9 Personalised Registrations**

**1 Agent (Cardholder not present) - ePDQ**

This is a new service due to go live soon; it will allow customers to pay for Personalised Registration applications over the phone to agents in DVLA.

Card payments can be processed through the following channel which require a separate MID: -

* Personal Registration (PR) - Cardholder not present

**Volumes**

Unable to provide figures for 2019-2020.

**6.4 Card Types**

The Authority require the Service Provider to accept the cards currently listed below and contained in Annex 3, if this should change during the life of the contract the Service Provider will be notified:

**UK**

* Visa Credit
* Mastercard Credit
* Visa Debit
* MasterCard Debit
* Maestro
* International Maestro
* Commercial Credit Cards
* Commercial Debit Cards
* Mastercard Debit
* Visa Business Debit
* Visa UK Charge Card
* JCB

**Foreign**

* Maestro
* Mastercard
* Visa

Current card scheme fee charges (March 2021) should be input into the Financial Model.

**6.5 Online Authorisation**

Online authorisation and validation will vary with the Authority. Online transactions will require authorisation arrangements using the following methods: -

* directly between an Authority system and the Merchant Acquirer, and
* via a payment service provider and the Merchant Acquirer.

The Service Provider must be able to offer a zero-floor limit and therefore authorise all transactions or authorise above a set limit as advised by the Authority.

Transactions will be undertaken by processing: -

* card details in a non-3D Secure environment
* card details and CVV data in a non-3D Secure environment
* card details and CVV data in a 3D Secure environment (latest version)

**6.6 Bin Ranges/Numbers**

There is a requirement for the Service Provider to provide card bin ranges/numbers. The Authority and their Payment Service Providers (PSP) will require a file that lists the bin ranges and numbers of card schemes in operation.

This will be required as and when they are released by the card schemes. The information must be sent electronically via a secure transmission.

**6.7 Support Services**

The Service Provider shall provide support in the following areas:

* Service Desk Support (as described in 6.20)
* Set-up of Merchant ID (MID)/Chain numbers/Terminal ID (TID)
* Chargebacks (6.15)
* Changes in Card Rates
* Alternative Card Charging Mechanisms
* Information on Changes in Legislation
* Technical Support
* Ad-hoc Queries

Prospective Service Providers are required to outline their process for providing this level of support.

**6.8 Management Information**

The Service Provider shall be required to provide management information to the Authority. Some typical reports that the Service Provider shall be required to provide are attached in Annex 4. There may be new management information requests made throughout the life of the contract. New management information requests shall be discussed and agreed between both parties at the point they are identified.

The provision and accuracy of management information provided will be a key component of the service delivery.

The prospective Service Providers are required to outline their offering for the provision of management information including formats available, reporting content, flexibility for changes in requirement, accessibility, and secure transfer methodology.

The following is an indication of the type of information required: -

* Reporting by Merchant ID (MID) and/or Chain Number
* Annual/Monthly/Weekly/Daily Volumes and Revenue by Card Type
* Annual/Monthly/Weekly/Daily Volumes and Revenue by MID/Chain
* Individual Charge Rates by Cards and Business Area (to include Mastercard and Visa, debit, and credit, commercial and consumer, and UK / intra-EEA / international cards etc.)
* Annual/Quarterly/Monthly/Weekly/Daily Chargeback Reports by Business presented by:
  + Tables
  + Graphs
  + Monthly/Weekly/Daily Card Volumes and Values by Internet Transactions
  + Monthly/Weekly/Daily Card Volumes and Values by Mail Order/Telephone Order (MOTO) Transactions
  + Monthly/Weekly/Daily Card Activity Statements by MID
* Online Transaction Enquiries
* Detailed transaction reports
* Ad hoc reporting per Merchant ID
* Card Processing terminals to the internet, card holder present and card holder not present
* Monthly
* Helpdesk Report (Annex 4 – Management Information Reports)

In addition to any other management information requirements set out in this

Contract, the Service Provider agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Authority.

**6.9 Card Charge Rates and Other Charges**

The required method for receiving card rates is by the following industry standard card charging mechanism: -

* Interchange plus plus

The Authority will require the provision of card rates using the different formats as illustrated in Annex 3 (Pricing Schedule).

Prospective Service Providers are requested to complete the Pricing Schedule in Annex 3 as part of their tender submission. The figures illustrated in the Pricing Schedule are based on forecasted information. **Services Providers should ensure that the prices are as March 2021.** Service Providers should also outline the proposed trigger points where volume generated rate reductions will be introduced, along with the applicable rates.

The Agreement rates will apply to the Authority as part of their individual call-off contract.

The expectation is that the “processing charge” element of the interchange plus plus card charging mechanism will remain constant throughout the duration of the agreement. Service Providers should indicate their ability to meet this expectation or indicate their proposed approach to this element of the agreement in their response to the Financial/Pricing Schedule (Annex 3).

In addition to the supply of card charge rates within Annex 3, prospective Service Providers should also complete the Pricing Schedule for the supply of card processing terminals and virtual card processing terminals (Icon on computer screen), relevant transaction fees, chargebacks, and any other charges. The Service Provider should outline their Merchant Acquirer exemption transactional value threshold.

The Authority should not be charged for the set-up of each MID/Chain.

All prices must be submitted exclusive of VAT.

**6.10 Rented Card Payment Terminals**

The number of rented card payment terminals will be specified as part of the finalisation of individual contracts.

Service Providers will be required to provide the terminals on demand in accordance with the maximum lead times specified below:

* A terminal for an existing business – 24 – 48 hours.
* A terminal for a new business – 7 – 10 working days.

Prospective Service Providers are requested to confirm their ability to comply, or better this requirement as part of the tender response. Any faulty card payment terminals must be replaced without charge in accordance with the lead times specified above.

The Service Provider must manage any Authority terminal and Merchant Identification (MID) portfolios to ensure that accurate records are maintained and accessible at any time.

Annex 3 indicates the number of rented card payment terminals currently utilised by the Authority.

**6.11 Innovation**

Whilst there are prescriptive elements to the requirement, prospective Service Providers are encouraged to also offer innovative options, which would improve the service and provide efficiencies in the processes.

* The Service Provider shall work with the Authority in order to highlight continuous improvements throughout the life of the contract.
* The Service Provider shall offer the service of accounts receivable analysis to the Authority. This will include an analysis of all payments received by the Authority over a specified period. If instructed to carry out accounts receivable analysis, the Service Provider shall provide this service free of charge, and shall identify:
* further efficiencies that can be realised; and
* a benefit analysis of the point above.

**6.12 Transition of Service**

Prospective Service Providers are requested to outline their project methodology and approach to transition of services.

The Authority will provide their own internal resources to work with the Service Provider to develop a project plan for transition. Commitment to the project plan by both parties will be a pre-requisite of entry into delivery.

Testing will be a key phase of project delivery. Prospective Service Providers are requested to provide their test strategy and test approach documents as part of their response.

The Authority will have individual technical requirements to enable full-service delivery. This will be covered as part of initial discussions within the contract.

The Authority will fund technical changes to their respective infrastructures where system changes are required e.g. interfaces. Technical changes on the Service Provider’s infrastructure will be borne by them.

The Service Provider shall be required to distribute manual card payment terminals with the required functionality in line with the requirements specified in this contract.

The Service Provider shall be required to deliver the card payment terminals, at no cost, at least 28 days before the commencement of service operations with the Authority.

Service Providers shall support the Authority in the transition of existing card payment terminals into this contract.

Service Providers shall be required to work with the Authority third party suppliers in transition of services.

**6.13 Change Control**

The Arrangement covers existing service requirements within its scope, but there is recognition that there may be changes or new developments, which need to be incorporated.

Changes required as part of the service delivery, including software changes, will be covered under change control. When costed proposals are received from the Service Provider, and agreed by the Authority, they will be added to scope as part of a contract variation.

Prospective Service Providers are also asked to provide their methodology and approach to software upgrades.

**6.14 Crediting of Funds for Card Transactions**

The full value of transactions will be credited to bank accounts nominated by the Authority. The Authority may have several separate bank accounts used for the receipt of funds.

**6.15 Chargebacks**

Chargebacks and Requests For Information (RFIs) should be actioned in line with processes set by the card associations and established industry practices as determined by Visa and Mastercard. Prospective Service Providers shall provide their process for dealing with Chargebacks/RFIs. A secure electronic method is required.

**6.16 Settlements**

Prospective Service Providers are requested to submit their credit and debit card settlements terms as part of their tender submission. The Authority would prefer gross Settlement and Service Provider charges to be invoiced separately (see Section 11 Documentation). The Authority would allow refunds to be netted off against transactions but would not allow other charges or chargebacks to be netted off.

As a minimum the agreement requirement is transaction day plus three, the Authority would prefer transaction day plus two if possible.

**6.17 Transaction Process Flow**

Prospective Service Providers are requested to provide a process map of the end to end transaction process which should include:

* A detailed diagram showing the flow of funds from point of transaction to receipt in the Authority bank account.
* Timings at each stage.
* The geographical residency of funds at each stage.
* Ownership of accounts, where funds are located at each stage.

**6.18 Fault Reporting**

The Service Provider shall notify the Authority of any failed individual transaction by Merchant ID/Chain Number, Card Type and Transaction Serial Number. Notification must be electronic and sent to the relevant contact with the Authority within 24 hours.

In cases of reconciliation discrepancy, the Service Provider will be required to provide a reason for non-settlement and all relevant details to assist the customers in their investigation.

Prospective Service Providers are requested to outline their service support in relation to fault management service levels these should be in according with the Schedule 10 Part B of the MTC. Outlining priority levels, incident response times, update times, fault analysis, reporting and resolution.

**6.19 Response Times/Business Continuity/Disaster Recovery**

Service Providers are requested to outline their average system response times.

Service Providers are also required to provide their business continuity and disaster recovery plans.

The Supplier will demonstrate that they comply with the requirements of ISO22301 and hold up to date accreditation or equivalent.

**6.20 System Availability/Service Desk Support**

The Service Provider’s host and communications networks must with a free of charge Customer Service Helpline (telephone service), which shall be available 24 hours a day, 365 days of the year (366 days in a leap year).

As part of their submission, prospective Service Providers are required to outline their: -

* System availability targets.
* Availability of technical support units and other customer service features.
* Their service desk support arrangements.
* Service Desk process methodology.
* Service Desk support hours.

**6.21 Card Re-branding**

Prospective Service Providers are required to supply their methodology and approach to any future re-branding schemes

**6.22 Service Credits/Compensation**

With regard to system failure or system unavailability, prospective Service Providers will provide their service credit model listing compensation to be paid by amount of time the system was unavailable.

Any delay in the banking of Authority funds which emanate from a failure in service by the Service Provider, will attract service credits being invoked.

The level of credit arising shall amount to 2% above the Bank of England base rate applied on a daily basis on the overdue amount and compensation for any customer associated costs involved in resolving the failure of any settlement.

The Service Provider will be fully accountable for all settled funds they process on behalf of customers. Any loss will be satisfied in full by the Service Provider. Prospective Service Providers are required to confirm their agreement to this as part of their tender submission.

**Service Levels**

|  |  |
| --- | --- |
| **Service Criteria** | **Performance Measure**  (Measured by Calendar Month except where noted) |
| System fully available for processing transactions over all channels | 99.7% |
| Provision of free of charge Customer Service Helpline. 24 hours per day, 365 days of the year (366 days in a leap year) | 100% |
| Provision of replacement of rental card payment terminal /equipment within 2 working days | 100% |
| MID/TID and Chain set-up within 10 working days | 100% |
| Service Providers MI portal available before archive or secondary storage | 1 year |
| Time to access and make available data from archive or secondary storage | 1 day |
| Settlement gross value, as agreed between the parties, is received in the Buyer’s bank accounts in accordance with the settlement day as agreed between the parties | 100% (zero missed days) **measured daily** |
| Service access required by the Authority to Service Provider’s management information (see paragraph 6.8 in spec) | 100% |
| In the event that Service Provider’s systems fail so that payment processing is not possible the Recovery Point Objective on restoration of payment processing availability is ‘no data loss’ | 100% |

**Service Credits**

|  |  |  |
| --- | --- | --- |
| **Service Criteria** | **Performance Measure** (Measured by Calendar Month unless otherwise stated) | **Service Credit** |
| Accurate and timely payment of funds into the Authority’s bank accounts | 100% **measured daily** | 2%/ BoE base rate applied daily on the overdue amount and compensation for any customer associated costs involved in resolving the failure of any settlement. |
| System fully available for processing transactions over all channels | 99.7% | As per paragraph 6.22 in Spec - Service Providers to confirm |
|  |  |  |

**6.23 Disposal of Equipment**

Prospective Service Providers are required to provide their Policy, methodology and approach to disposal of redundant equipment utilised as part of this Agreement.

**6.24 Financial Conduct Authority**

The Service Provider shall be registered and authorised by the Financial Conduct Authority (FCA) to provide the services for which they are awarded a Contract.

The Service Provider shall provide to the Authority such evidence of their registration or authorisation to the Authority prior to the Contract Start Date, and on each anniversary of the Contract award.

**6.25 Social Value Considerations**

The successful supplier will demonstrate how they deliver social benefits that support key social outcomes that are highlighted in the table below

Evaluation of the social value aspect of bids will ensure all potential suppliers, including SMEs, VCSEs and those new to government business, can successfully bid by describing what they will deliver and how they will deliver it (i.e. it is the quality of what is being offered that will count in the evaluation, not the quantity).

A weighting of 10% of the overall score has been allocated to social value and included in the Evaluation Criteria (Section 13).

|  |  |  |
| --- | --- | --- |
| **Theme** | **Policy Outcome** | **Delivery Objective – What good looks like** |
|  |  |  |
| Fighting climate change | Effective stewardship of the environment   1. Commitment to Net Zero Carbon Emissions | Activities that:    Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. |
|  |  |  |
| Equal opportunity | Tackle workforce inequality   1. Commitment to eliminate Gender Pay Gap | Activities that:  Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce, particularly gender pay gap initiatives |
|  |  |  |
| Wellbeing | Improve community integration   1. Commitment to tackle digital and financial exclusion 2. Commitment to provide financial literacy training | Activities that:  Demonstrate collaboration with users and communities in the co-design and delivery of the contract to support strong integrated communities, primarily around support schemes and assistance to reduce and/or prevent digital and financial exclusion  Demonstrate collaboration with users and communities in the co-design and delivery of the contract to support strong integrated communities, primarily around support schemes and assistance to improve financial literacy |
|  |  |  |

**Social Value KPIs**

Progress on social value measures will be discussed and reported on as part of contract review meetings and the strategic supplier forum.

|  |  |
| --- | --- |
| Key Performance Indicator | Measurement |
| A net zero company will set and pursue an ambitious 1.5°C aligned science-based target for its full value-chain emissions. Any remaining hard-to-decarbonise emissions can be compensated using certified greenhouse gas removal. The boundary must be global scopes 1, 2 and 3 for the organisation. | Report on current position and annually report on rate of progress |
| Publishing and monitoring pay gaps, and develop action plans to tackle the causes | Report on current position and annually report on progress towards reducing pay gaps by extending reporting to ethnicity and disability, and collecting annual statistics |
| A commitment to supporting financial capability schemes and initiatives within the UK | Number of people-hours spent supporting through volunteering or the amount of funding provided to underwrite the costs of schemes provided by MAS and other accredited bodies |
| A commitment to tackling financial and digital exclusion schemes and initiatives within the UK | Number of people-hours spent supporting through volunteering or the amount of funding provided to underwrite the costs of schemes provided by Good Things Foundation, Joseph Rowntree Foundation, “leave nobody in the dark campaign and other similar schemes |

**6.26 Prompt Payment Considerations**

**Selection criterion:** If you intend to use a supply chain for this contract, you must demonstrate you have effective systems in place to ensure a reliable supply chain.

**6.27 Supply Chain Visibility**

**6.27.1. Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain**

The Service Provider shall:

1. subject to clause 6.27.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of Services above a minimum threshold of £25,000 that arise during the Contract Period.
2. within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor.
3. monitor the number, type and value of the subcontract opportunities placed on

Contracts Finder advertised and awarded in its supply chain during the Contract

Period.

1. provide reports on the information at clause 6.27.1(c) to the Authority in the format and frequency as reasonably specified by the Authority; and
2. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

**6.27.2**

Each advert referred to at clause 6.27.1 (a) above shall provide a full and detailed

description of the subcontract opportunity with each of the mandatory fields being

completed on Contracts Finder by the Service Provider.

**6.27.3**

The obligation at Clause 6.27.1 (a) shall only apply in respect of subcontract opportunities arising after the contract award date.

**6.27.4**

Notwithstanding clause 6.27.1, the Authority may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

**7. Quality Assurance Requirements**

The Service Provider shall procure that the Covered Parties:

* handle and store Cardholder Data only to facilitate card transactions in accordance with this Agreement; and
* comply with the current versions of the Payment Card Industry Standards (PCI Standards) including the PCI Data Security Standard (PCI DSS), the Payment Application Data Security Standard (PA DSS) and the PCI PIN Transaction Security (PTS) and Point of Interaction (POI) Security Requirements, as documented at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org/) (the “PCI Standards”).

* the Service Provider shall ensure that all payment applications are compliant with PA DSS and that all Point-of-Sale (POS) devices are compliant with PCI, PTS and POI Security Requirements.
* the Service Provider shall demonstrate its compliance with the PCI Standards through production of Annual Onsite Security Assessment Validation Documentation.
* PCI Standards compliance and compliance demonstration shall be completed at the Service Provider’s expense.
* the Service Provider shall be responsible for the cost of complying with the PCI Standards and any costs incurred in demonstrating such compliance.

If the Service Provider becomes aware of or suspects that Cardholder Data has been accessed or used without authorisation or used other than in accordance with the Agreement (a “Data Incident”) it shall:

* notify the Authority immediately at its sole cost engage, an independent forensic investigator to conduct a thorough audit of any such Data Incident, or
* provide (and obtain any waivers necessary to provide) to the Authority and its forensic investigators and auditors, upon request and at the Service Provider’s sole cost, full cooperation, and access to conduct a thorough audit of the Data Incident; and
* the scope of the audit conducted in accordance with this Requirement shall include forensic reviews and reports on compliance, as well as any and all information related to the Data Incident, and must identify the cause of the Data Incident and confirm whether or not the Service Provider was in compliance with the PCI Standards at the time of the Data Incident;
* the Service Provider shall provide, in a secure manner, to the Authority all cardholder account numbers related to all Data Incidents and audit reports of all Data Incidents
* the Service Provider shall work with the Authority to rectify all issues arising from all Data Incidents, including consulting with the Authority about communications to cardholders affected by Data Incidents and providing (and obtaining any waivers necessary to provide) to the Authority all relevant information to verify the Service Provider’s ability to prevent future Data Incidents in a manner consistent with this Agreement.

The solution provider will demonstrate how that they have an effective quality assurance

system in place and demonstrate that they meet ISO9001 or equivalent standards.

The Supplier must demonstrate that they meet ISO 20022 or equivalent standards.

The Supplier must be authorised and regulated by the Financial Conduct Authority.

The Supplier must adhere to ISO/ISEC 27001 standards or equivalent.

**8. Other Requirements**

**8.1 Information Assurance**

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| **Removable Media**  Service Providers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Contractor’s Staff to take data off site in electronic format, the Authority will consider if it is appropriate to supply an encrypted hard drive.  **Security Clearance**  **Level 2**  Service Providers are required to confirm in their response that any Contractor’s Staff that will be accessing the Authority’s Site to provide routine maintenance or have access to the Authority’s site and the Authority’s systems have Baseline Personnel Security Standard clearance (BPSS). The BPSS comprises verification of the following four main elements:  1. Identity;  2. Employment History (past 3 years);  3. Nationality and Immigration Status;  4. Criminal Record Check (unspent convictions only).  The aim of the Baseline Standard verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff.Service Providers are required to provide evidence of relevant Contractor’s Staff clearance in their response.  **Information Supply Chain**  Service Providers are required to confirm how the Authority’s Data will be securely managed at each stage of the Information Supply Chain. This applies to both Contractors and Sub-Contractors. Retention schedules will need to be defined and agreed prior to award of contract.  **Processing of Government Data**  This contract will require the successful Service Provider to process Government data on the Authority’s behalf. The successful Service Provider will be required to complete a Statement of Assurance Questionnaire during the Standstill Period, to satisfy the Authority that its data will be appropriately protected.  The purpose of the Questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data. The Questionnaire was developed for use throughout the Government supply chain and is based on ISO27001 criteria and aligned to the HMG Security Policy Framework.  Service Providers are required to confirm their understanding and acceptance of the requirement to complete and return the Questionnaire during the Standstill Period.  The completed Questionnaire will be assessed by our Information Assurance Group and the Authority will work with the successful Service Provider to address any information aspects requiring improvement.  The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third party suppliers. The Questionnaire will therefore need to be completed annually throughout the term of the contract in order to assess ongoing compliance. The Authority may also audit suppliers to validate the responses and evidence provided in the Questionnaire.  **Processing Personal Data**  Please note that the successful Service Provider as part of the contract agrees to comply with all applicable requirements of the Data Protection legislation (including the General Data Protection Regulation ((EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).  **Data Protection Impact Assessment (DPIA)**  Please note that the successful Service Provider, as part of the contract, agrees to comply with the processes of a Data Protection Impact Assessment **(**DPIA) if required. Following identification of the preferred Service Provider, the DPIA must be completed satisfactorily and approved by the Authority’s Data Protection Officer prior to formal contract award and before any processing of data commences in relation to this contract.  **Schedule of Processing, Personal Data and Data**  The processing of personal data has been identified as part of this requirement. The ‘Schedule of Processing, Personal Data and Data Subjects’ (Annex 2) provides the written instructions to be followed when processing data relating to this contract.  **Offshoring of Government Data**  Government policy is that data it holds should be protected appropriately regardless of location.  Offshoring is defined as “Any arrangement where the performance of any part of the services or a solution under a contract may occur outside the UK for domestic (UK) consumption.”  When offshoring is described, the focus is typically on the physical location where data is hosted (such as where are the data centres located). Whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.  Service Providers must indicate in their response whether any of the Authority’s data supplied as part of the contract, would be offshored. If so, Service Providers must confirm the location(s) including the location of any business continuity, disaster recovery and technical support staff.  All Central Government Departments and Agencies are required to seek approval for any proposed offshoring activity, which ensures that information held offshore is appropriately managed and that pan-government risks are identified, tracked and managed, where appropriate.  In the event that the successful Service Provider proposes to offshore any the Authority’s Data as part of the contract, they would be required to provide details about the processing to be carried out offshore, the privacy risks and the security controls in place to protect the data. If the intention is to store the information in a cloud environment outside the UK, the successful Service Provider will also need to confirm the extent to which the environment complies with the cloud security principles. This information would be used to submit the offshoring proposal for approval.  Any request to offshore must receive clearance prior to the commencement of any data processing activity.  **Redundant Equipment**  Any redundant equipment that will have captured any of the Authority’s sourced data must be disposed of securely on the Authority’s Site. |

**8.2 Cyber Security**

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| The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet based threats.  It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.  <https://www.gov.uk/government/publications/government-security-classifications>  All potential Service Providers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:  <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>  As this requirement features the above characteristics, you are required to demonstrate in your response that:   * Your organisation has Cyber Essentials certification; **or** * Your organisation will be able to secure Cyber Essentials certification prior to contract award; **or** * Your organisation has other evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet based threats in respect to the following five technical areas: * Boundary firewalls and internet gateways * Secure configuration * Access control * Malware protection * Patch management   The successful Service Provider will be required to provide evidence of Cyber Essentials certification ‘or equivalent’ (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to contract award. This will be through the completion of the Statement of Assurance Questionnaire.  The successful Service Provider will be required to secure and provide evidence of Cyber Essentials re-certification ‘or equivalent’ (i.e. demonstrate they meet the five technical areas) on an annual basis.  **Further information regarding the certification process can be found here:**  <https://www.ncsc.gov.uk/cyberessentials/overview> |

**8.3 Data Sharing**

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| The Authority’s Contract Owner will work with the successful Service Provider to implement any information sharing or data sharing procedures and associated Authority’s requirements that may be needed at any point during the lifecycle of the contract.  Information or data sharing procedures will need to be formally assessed and approved by the Authority through the Authority’s Data Sharing Clearance Process, managed by the Authority’s Data Sharing Strategy & Compliance team (DSSC).  The successful Service Provider will submit any requirements for information / data sharing via the Contract Owner to the Authority who will consider the changes through this Data Sharing Clearance process.  Any proposals shall be considered and if approved an implementation plan will be formally offered to and accepted by both the Authority and the successful Service Provider before commencement.  This approvals process is designed to assess and identify additional measures and safeguards that may be required to protect data to those already stated in this Statement of Requirement document. |

**8.4 Sustainability**

The Authority is committed to reducing any negative impacts produced by our activities, products, and services. This aligns to the Government’s Greening Commitment which states the Authority must: “Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society.”

The Authority is certified to ISO 14001:2015 and more information is available in our Environmental Policy at:

<https://www.gov.uk/government/publications/dvlas-environmental-policy>

Together with the social value deliverables outlined in section 6.9, the supplier shall:

* Where required, be able to provide data on carbon emissions related to the products / services being supplied to aid with DVLA scope 3 emission calculations.
* Provide the specified services without the use of single use plastic in line with government commitments.
* The Supplier shall provide their sustainability or environmental policy.

**8.5 Health and Safety**

The Authority has an Occupational Health and Safety Management System that is certificated to ISO45001. Further information on our Health & Safety Policy, is available on request from the Commercial Advisor. (See Section 14 for Points of Contact):

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| --- |
| All contractors working in the Authority on any of our premises must fully comply with relevant health and safety legislation, together with health, safety and welfare policy and management arrangements applied by the Authority. If appropriate, these issues must be addressed at or before the award of the contract and may form part of the procurement process. Where requested, Contractors will be required to provide copies of their health and safety policy statement, risk assessments and method statements, clearly identifying any safety implications that their activities may have and how these will be managed. Contract management staff are responsible for checking health and safety information provided by contractors, and passing relevant information to local line management and staff. Contractors’ safety performance will be monitored and checked as part of normal contract management.  Any contractors that are required to attend DVLA premises must adhere to the following. The contractor/company must have a current Covid-19 risk assessment. This will need to be shared with DVLA (H&S team [HSAT@dvla.gov.uk](mailto:HSAT@dvla.gov.uk) )prior to their visit.  The Authority has in a place a current Covid-19 risk assessment and this must be shared with the contractor/company, so they understand the arrangements and control measures in place to keep them safe.  The contractor must confirm that that they have not travelled from abroad recently – or confirm if they have, they have isolated for the required period, before visiting site.  The contractor must confirm that they are well and are not symptomatic at time of visit.  The Authority’s host for the contactor must confirm who is their contact point within the Authority, and that they have discussed arrangements for Covid 19 while they are working on site. The host will need to keep a tracker of the locations visited by the contractor.  Service Providers should:   * Have an appointed competent person responsible for H&S, details to be made available to the Authority on request * Have emergency arrangements and plans for their goods/product/service, and observe the Authority’s arrangements whilst on site, or through the course of the business or contract * Have adequate provision for your own first aid when on site * Have an accident reporting and recording process for all near miss, accidents/incidents, or violent and aggressive behaviours. Any incident on the Authority’s site should be reported immediately to the Authority’s Health and Safety Team * Communicate with the Authority’s on any health and safety matter or issue in relation to the contract/product/supply of goods or service, notifying the Authority of any Health and Safety hazard, which may arise in connection with its supply of goods, products, or services * Indemnify the Authority in the instance where failure of the company’s product/service, acts or omissions, with regards to health and safety, results in an economic penalty, time delay, issue, accident/incident or claim against the Authority * Have suitable and sufficient insurance cover for all business/products/services supplied/that are provided to the Authority * Have documented, suitable and sufficient, risk assessments and method statements, covering all significant activities and deliveries of products, goods and services. Copies to be made available to the Authority on request * Provide suitable and sufficient health and safety training, information and instruction for all its employees/contractors/subcontractor. Records to be made available on request * Engage with the Authority’s Security/Estates Management Group to arrange access to all the Authority’s premises/buildings * Comply with all vehicle and driver legal requirements and the Authority’s policies whilst driving on premises or conducting business for the Authority |

**8.6 Use of the Authority’s Brands, Logos and Trademarks**

The Authority does not grant the successful supplier licence to use any of the Authority’s brands, logos or trademarks except for use in communications or official contract documentation, which is exchanged between the Authority and the successful supplier as part of their fulfilment of the Contract.

Approval for any further specific use of the Authority’s brands, logos or trademarks must be requested and obtained in writing from the Authority.

## 9. Management and Contract Administration

The Authority and the Service Provider shall hold monthly Performance Review meetings throughout the contract Term, which shall be conducted face to face at mutually convenient premises at least once per quarter where restrictions in place at the time permit and by conference or video call on all other occasions.  There will be no cost to the Authority for the Supplier’s attendance at any Performance Review meeting.

The Parties shall appoint the following key personnel as a minimum and shall provide each other with up to date contact details for each throughout the Contract Term:

|  |  |  |
| --- | --- | --- |
| **Role** | **Personnel of** | **Point of contact for** |
| Contract Owner | Authority | * Day-to-day Service delivery and performance. * Escalation of operational issues. |
| Account Manager | Service Provider |
| Commercial Advisor | Authority | * Contractual queries or changes. * Escalation of contractual issues. |
| Commercial Manager | Service Provider | * Contractual queries or changes. * Escalation of contractual issues. |
| Data Protection Officer | Service Provider | * Discussion of security controls protecting the Authority’s information in this service * Contact point for Data Incidents |

A Service Provider representative shall be available to provide support to the Authority on operational and financial queries Monday – Friday during the Authority’s working hours of 08:00 – 17.00 (excluding Bank Holidays).

The Service Provider shall appoint a Contract Account Manager and tasks shall include, but not be limited to:

* Acting as an escalation point for queries, advice and issues;
* Identification of opportunities for improvements;
* Informing the Authority of new risks;
* Trend analysis;
* Preparation for Contract review meetings;
* Fulfilling requests for information from the Authority;
* Information security.

The Service Providers Contract Account Manager shall also be responsible for liaison with the Authority’s key Operational Management team, the Contract Owner, and the Commercial Advisor. In addition, they shall attend implementation meetings, as requested by the Authority.

After Contract commencement the Service provider shall attend performance meetings at the Authority’s premises or participate remotely via teleconferences to review the progress of the contract, to discuss the management information and to review any problems that may have arisen in the preceding period. The frequency of these meetings is to be confirmed but will be at least every three months. These Contract performance review meetings will be conducted to an agreed agenda; the following elements are likely to be included:

* Performance analysis – Review of SLAs and KPIs
* Contractual/Operational Issues
* Compliance and satisfaction levels
* Business Continuity issues and updates
* Proposals for improvements on any area of the contract
* Financial stability
* Review of risk assessment
* Provide updates on any new security threats identified, including threats to personal data
* Any future relevant legislation changes
* Progress on Social Value criteria

The Service Provider shall ensure all minutes of meetings are recorded, agreed, and distributed electronically to the appropriate persons within five Working Days after the meeting.

Any issues or queries raised by the Authority during the term of the contract will be logged and resolved within two Working Days. Anything that cannot be resolved within this timeframe will be escalated for discussion at service review meetings.

The Service Provider shall prepare and maintain a contract and operational risk register in accordance with Authority’s instructions. The Service Provider shall identify risks, allocate risk mitigation action and ownership, and report to the Authority on progress on mitigation at applicable risk review meetings to be agreed between the Service Provider and the Authority.

The Service Provider shall advise the Authority immediately of any material issues which it would reasonably expect may generate complaints or receive regulatory or press attention.

The Service Provider shall ensure fully robust staffing and disciplinary procedures are in place and are applied for all Service Provider personnel.

Each Authority receiving services from the Service Provider will require designated staff that will be responsible for the contract management and service review for their element of that contract.

**Sub-contracting to Small and Medium Enterprises (SMEs):**

DfT is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk [website](https://www.gov.uk/government/publications/department-for-transport-actions-for-improving-business-opportunities-for-small-and-medium-enterprises) for further information).

To help us measure the volume of business that the Authority does with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.

If you tell us you are likely to sub-contract to SMEs, and are awarded this contract, the Authority will send you a short questionnaire asking for further information. This data will help the Authority contribute towards Government targets on the use of SMEs. The Authority may also publish success stories and examples of good practice.

## 10. Training / Skills / Knowledge Transfer

The Service Provider shall provide training and support on the use of their products, services, and tools to the Authority.

The Service Provider shall deliver any training required to the Authority in readiness for the “go live” date. This shall include the issue of user guides, training materials, communications, and any applicable access to the Service Providers system to the Authority. The Service Provider may also be expected to perform refresher training to the Authority, throughout the life of the contract.

The training provided shall be proportionate to the size and requirements of the Authority and will be specified by the Authority.

The Service Provider shall ensure that all guidance and/or training documents are kept up to date, readily available to download online, available as hard copy upon request and are provided at no extra charge to the Authority.

The Service Provider shall provide training with accessibility support for the Authority, in line with the Equality Act 2010.

## 11. Documentation

The Authority’s invoicing procedures are detailed below:

All invoices and/or credit notes must be an original document. The Service Provider to send an email to alert the Authority that the invoice is ready to download and be reconciled. This will allow the Authority to identify any potential issues early.

**Any correspondence/enquiries which are sent to the designated email address for invoices/credit notes and are not an original invoice and/or credit note will be deleted, with no action being taken.**

All invoices and/or credit notes will either need to be sent electronically as an attachment to an email or as a hard copy document through the post to the designated email or postal address listed below:

**Email**: [ssa.invoice@sharedservicesarvato.co.uk](mailto:ssa.invoice@sharedservicesarvato.co.uk)

**Postal Address:** Shared Services arvato  
5 Sandringham Park  
Swansea Vale

SA7 0EA

If an original invoice and/or credit note is sent electronically, then the same document **must not** be sent as a hard copy through the post and vice versa.

All electronics invoice and/or credit notes **must** be sent in a PDF format. Any documents which are received and are not in a PDF format will be deleted with no action being taken.

All invoices or credit notes must quote a valid Purchase Order number i.e. one that is in the format 8000XXXXXX. This will be found on the Purchase Order you receive.

A 10Mb maximum file size per email is applicable.

If the e-invoice is encrypted, this could result in the invoice being blocked by arvato email security filters.

The e-invoices **must not** include profanities, as these will also be blocked by arvato email security filters and may delay/stop the invoice being received.

You should not provide goods or services without receipt of a valid Purchase Order.

Do not undertake new work or supply goods or services in excess of the original Purchase Order Value.

If an incorrect Purchase Order number or no Purchase Order number is quoted the invoice will be returned to you. You will be able to handwrite the correct Purchase Order numbers on the invoices that are returned, however it is preferable that you change it on your system and reissue to ensure any future invoices are referenced correctly.

Credit notes should quote the Purchase Order number and your original invoice reference along with details of what the credit note applies to, particularly if it is not for the full value of the invoice.

Identify the business unit the invoice or credit note relates to e.g. the Authority.

**Shared Services arvato cannot be responsible for any e-invoice until it has been received. Responsibility for ensuring the e-invoice is received by arvato in a timely manner lies with the Service Provider.**

**All Service Provider invoices and payment enquiries must be directed to Shared Services arvato. If you contact the relevant business unit directly, they will direct you to Shared Services arvato.**

**How to Notify us of a Change**

If you change important information, such as your organisation’s contact or bank details, the Authority will need written official correspondence. Please notify Shared Services arvato as soon as possible:

**Shared Services arvato**

**Tel:** 0844 892 0343

**Email:** [support@sharedservicesarvato.co.uk](mailto:support@sharedservicesarvato.co.uk) (Please do not email original invoices/credit notes to this email address)

**Postal Address:** Shared Services arvato  
5 Sandringham Park  
Swansea Vale

SA7 0EA

**Enquiring about progress of payments**

For all payment and invoice queries you will need to contact the Shared Services arvato Service and Support Desk directly on 0844 892 0343. When calling you should quote the Purchase Order number, your vendor account number (if known) and the business unit you are invoicing e.g. the Authority.

You should ask for your communication to be logged on a “service ticket” along with your contact details. This will allow all issues relating to your query to be logged under a unique reference number.

You should quote the service ticket number in any follow up conversations.

If Shared Services arvato has the invoice but cannot release it for payment, you are required to take appropriate action to ensure it can be paid.

If the invoice has not been received by Shared Services arvato, the responsibility is on you to get the invoice to Shared Services arvato. If you are sending invoices to anyone other than Shared Services arvato, please change your customer invoicing address to Shared Services arvato.

If a response from Shared Services arvato is required, one will be provided to you within 10 working days.

If you have any remittance queries, these should be discussed with Shared Services arvato:

**Tel:** 0844 892 0343

**Email**: [support@sharedservicesarvato.co.uk](mailto:support@sharedservicesarvato.co.uk) (Please do not email original invoices/credit notes to this email address)

You must also ensure that a statement is sent to Shared Services arvato monthly to aid prompt payment of invoices (email and postal address as above).

All charges relating to the services provided will be invoiced on a calendar month basis in arrears to the Authority. Payments will be made against valid invoices within 30 days of receipt.

All invoices must be sent to the relevant address as instructed by each customer.

Invoices must clearly show the following: -

* Purchase Order number
* Vendor number
* Total Monthly Charges by MID/Chain listing
* Card charges
* Card Processing/Virtual card processing charges
* Other charges

Initial indications are that the Authority will require one consolidated invoice per month that will provide a summary of charges by Merchant ID/Chain. In addition to the invoice, a monthly detailed statement providing management information by MID/chain is required in a format to be specified by each customer.

Service Providers are requested to submit a proposed invoice layout within the tender.

In the event that invoices are not sent to the stipulated address within the contract, the relevant customer shall not be held responsible for any loss or delay.

## 

## 12. Arrangement for End of Contract

The existing Service Provider shall fully cooperate with the Authority to ensure a fair and transparent re-tendering process for this contract. This may require the Service Provider to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

This cooperation shall include payment of any refund or monies owed and shall include any material or information which needs to be returned to the Authority or handed over to a new contractor (including arrangements for collating and sharing TUPE data)

**13. Evaluation Criteria**

|  |
| --- |
| **Tender Evaluation**  The paragraphs below set out and explain the procedure, stages and process by which tenders will be assessed. The evaluation procedure is divided into two key stages;   1. **Selection Stage**   For requirements with an estimated value above the FTS advertising threshold, the Authority will issue and assess responses to the Standard Selection Questionnaire (SSQ) in accordance with the “Selection Stage” below.   1. **Award Stage**   The Authority will assess responses to the requirement in accordance with the “Award Stage” below.  Tenders that do not meet the criteria at the Selection Stage may be disqualified from further consideration in this procurement and will not be evaluated at the Award Stage.  **Selection Stage – Grounds for Exclusion**  Where the Authority has issued an SSQ in the Invitation to Tender pack (ITT), the Service Provider should complete the questionnaire in order for the Authority to assess whether there are any grounds for exclusion.  **Mandatory Grounds for Exclusion**  If a Service Provider answers “Yes” to any statement in the Grounds for **Mandatory** Exclusion, it is very likely the tender will be rejected and disqualified from further participation in this procurement.  **Discretionary Grounds for Exclusion**  The Authority is entitled to exclude a Service Provider from further participation in this procurement if any of the statements in response to the Grounds for **Discretionary** Exclusion apply.  If a Service Provider answers “Yes” to any statement, it is possible that the tender will be rejected and disqualified from further participation in this procurement. If any of the statements do apply, the Service Provider should set out the full facts detailing any remedial actions taken. The information provided will be taken into account by the Authority in considering whether or not the tender will be permitted to proceed any further in this procurement.  Following the Selection Stage, any tenders that have been excluded will not proceed to the Award Stage, and the Service Provider/s will be notified in writing.  **Award Stage**  The Award Stage will comprise of the following elements:   1. an evaluation of mandatory requirements, if applicable **(Mandatory Requirements)**. These will be assessed on a pass/fail basis. Tenders that fail any of the mandatory requirements may be disqualified from further consideration 2. an evaluation of the tender based on the quality criteria and social value criteria (if applicable) (**Quality Criteria**) 3. an evaluation of the prices tendered (**Financial / Price Criteria**). |

Selection will be based on the Evaluation Criteria, encompassing the most economically advantageous tender, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

Your tender will be evaluated using the following weightings **and** the criteria weightings set out at Annex 1, to obtain the optimal balance of quality and cost.

**Mandatory Requirements (if applicable)**

Annex 1 provides details of any elements/criteria considered as critical to the requirement. These are criteria, which will be evaluated on a pass/fail basis. A fail may result in the tender being excluded from further evaluation.

**Quality Criteria:**

Annex 1 provides details of the quality criteria on which tenders will be evaluated. This will list the primary criteria along with the allocated percentage weighting and a description of the specific requirement. The overall percentage allocated for the Quality Criteria is outlined in the Table “Overall Weighting Allocation” and the method used to allocate scores is outlined below.

**Quality Criteria Scoring Methodology:**

The scoring methodology used to assess and allocate scores to each criteria are included in the table below:

|  |  |
| --- | --- |
| **Points awarded** | **Description** |
| **5** | The Tenderer demonstrates fully that they can meet the requirement as detailed in the Specification |
| **4** | Meets all requirements but with minor issues |
| **3** | Meets most requirements but with a few minor gaps or issues |
| **2** | Meets some requirements; major concerns |
| **1** | Meets few requirements; serious concerns |
| **0** | The method of fulfilling the stated requirement is inadequate / not addressed |

Based on the allocated score, a percentage will be calculated against each element using on the following calculation:

(Allocated Score

                                           X  Weighting

Maximum Score)

For example, “Quality Element 1” can be allocated a score between 0 and 5 but carries a weighting of 7%.

Supplier A is given a score of 4 for this element so receives a score of (4/5 x 7) = 5.6

Supplier B is given a score of 5 for this element so receives a score of (5/5 x 7) = 7

The scores for each element will then be added together to calculate the overall Quality Criteria score.

**Financial / Price Criteria**

Evaluation of the prices submitted will be performed separately by a Commercial Finance Accountant and details will not be made available to the Quality Evaluation Panel. This is to ensure fairness and avoid any subconscious influence of a lower price on the quality scoring. The overall percentage weighting allocated for the Financial/Price Criteria is outlined in the Table “Overall Weighting Allocation”.

**Financial / Price Criteria Scoring Methodology:**

A Percentage Scoring Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:

The lowest tendered price will be awarded the maximum score available. Each subsequent bid will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

(Lowest Tendered Price

X Maximum Score Available (i.e. Weighting)

Tender Price Submitted per Supplier)

For example, if the Financial/Price weighting allocation is 40%, the maximum score available is 40. Supplier A submits the lowest price of £100,000 and Supplier B submits a price of £180,000. Based on the above calculation Supplier A and B will receive the scores shown below:

Supplier A = 100k/100k x 40 = 40%

Supplier B = 100k/180k x 40 = 22.22%

**Overall Weighting Allocation**

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| **Quality Criteria**  **Social Value Criteria** | **20%**  **10%** |
| **Financial / Price Criteria** | **70%** |
| **Total** | **100%** |

**Calculation of Overall Score:**

The allocated score for the Quality and Social Value Criteria (where applicable) will be added to the Financial/Price Factor score to calculate the overall score for each tender (out of a max available 100%). The tender with the highest overall score will be deemed as successful.

## 14. Points of Contact

|  |  |  |
| --- | --- | --- |
| **Commercial Advisor** | Name | Patience Arinaitwe |
|  | e-mail | Patience.arinaitwe@dvla.gov.uk |
| Address | Commercial Services  DVLA  Longview Road  Swansea  SA6 7JL |
| **Project Lead/Business Area Contact Finance Assurance Services** | Name | Michelle Lloyd-Hughes |
| e-mail | Michelle.lloyd-hughes@dvla.gov.uk |

**All queries/questions should be sent to the Commercial Advisor**

## 15. Annexes:

### Annex 1 – Evaluation Criteria:

**Mandatory Criteria**

|  |  |  |
| --- | --- | --- |
| **Mandatory Criteria Ref** | **Mandatory Criteria Description** | **Pass/Fail** |
| Annex 3 & 6.9 of | The Service Provider has confirmed that they are able to provide the charging mechanism listed in Annex 3 with the relative rates accordingly. |  |
| Annex 3 & 6.4 | The Service Provider must confirm that they are able to accept all of the cards listed in Annex 3. |  |
| 6.6 | The Service Provider has the ability to supply card bin ranges and numbers. |  |
| 6.7 | The Service Provider has confirmed that they can provide support in the following areas: -   1. Service Desk Support. 2. Set-up of Merchant ID/Chain numbers. 3. Chargebacks. 4. Changes in Card Rates. 5. Alternative Card Charging Mechanisms. 6. Information on Changes in Legislation. 7. Technical Support. 8. Ad-hoc Queries. |  |
| 6.10 | The Service Provider has confirmed that they can supply terminals on demand and within the following maximum lead times: -  A terminal for an existing business – 24 – 48 hours.  A terminal for a new business – 7 – 10 working days. |  |
| 6.15 | The Service Provider has confirmed they can meet established industry practices in their process for dealing with Chargebacks/RFIs. |  |
| 6.17 | The Service Provider has provided a process map of the end to end transaction process that includes all requested information. |  |
| 6.20 | The Service Provider has confirmed that their host and communications networks will be available 24 hours a day, 365 days a year (366 days in a leap year). |  |
| 6.21 | The Service Provider has provided their methodology and approach to any future re-branding schemes. |  |
| 6.22 | The Service Provider has confirmed that they will be fully accountable for all funds they process on behalf of the Authority. Any loss will be satisfied in full by the Service Provider. |  |
| 6.24 | The Service Provider has provided their relevant levels of security accreditation, along with the processes and controls they have in place to manage data and ensure its safe and secure transfer between the parties to the Agreement. |  |
| 7 | The Service Provider has confirmed they provide a PCI-DSS secure connection as required. |  |

**Scored Quality Criteria**

The Authority is looking for prospective Service Providers to provide a comprehensive response to each of the quality criteria set out in the table below (respective weightings indicate the level of information/data that will be required).

Please refer to the criteria reference which will provide an overview of and insight into the specific elements.

You should provide a detailed explanation, including where appropriate an example(s), to support your answers.

| **Primary Scored Criteria Ref** | **Primary Scored Criteria Weighting (%)** | **Scored Sub-criteria Description** | **Individual Scored Sub -Criteria Weighting (%)** |
| --- | --- | --- | --- |
| 6.7 | **3%** | Support Services | **3%** |
| 6.8 | **7%** | Management Information | **7%** |
| 5 & 6.12 | **1%** | Transition of Service | **1%** |
| 6.9 | **1%** | Charges for Transactions; | **1%** |
| 6.16 | **2%** | Settlements; | **2%** |
| 6.18 | **1%** | Fault reporting; | **1%** |
| 6.19 | **1%** | Response Times/Business Continuity/Disaster Recovery; | **1%** |
| 6.20 | **3%** | System Availability/Service Desk Support; | **3%** |
| 9 | **1%** | Account Management | **1%** |
| 6.25 | **10%** | Social Value Outcomes | **10%** |
|  | **Total = 30%** |  |  |

**Financial/ Criteria**

| **Primary Financial/Pricing Criteria** | **Financial/Pricing Weighting (%)** | **Description** |
| --- | --- | --- |
| **Pricing Requirements**  Evaluation of annual costs, for the service including card rate evaluation for all the following:   * Interchange plus plus. | **70%** | **Refer to the Pricing Schedule Annex 3 for full details and further instruction** |
|  | **Total = 70%** |  |

### Annex 2 – MTC Schedule 20: Schedule of Processing, Personal Data & Data Subjects

This Schedule shall be completed by the Controller. The Controller may take account of the view of the Processor(s); however, the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller’s Data Protection Officer are: **DPM@dvla.gov.uk**
2. The contact details of the Processor’s Data Protection Officer are: **[insert contact details].**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

**Please note** schedules will be negotiated and filled out with the Service Provider that is awarded the contract. Prospective Service Providers can fill out Schedule 20 of Data Processing and submit it with their Tender to indicate their Joint Controller/Independent Controller status (this will not impact the outcome of the Evaluation).

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with MTC Schedules 1 and 20  [**Guidance:** You may need to vary this section where (in the rare case) the Authority and Contractor have a different relationship. For example where the Parties are Joint Controllers of some Personal Data]:  *“Notwithstanding Clause [E1.1] the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:*  ***[Insert*** *the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]*  *In respect of Personal Data under Joint Control, Clause [E1.1-E1.14] will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule [Y] instead.”* |
| Subject matter of the processing | *[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.*  *Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]* |
| Duration of the processing | *[Clearly set out the duration of the processing including dates]* |
| Nature and purposes of the processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: employment processing, statutory obligation, recruitment assessment, etc.]* |
| Type of Personal Data being Processed | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data, etc.]* |
| Categories of Data Subject | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website, etc.]* |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |

### Annex 3 – Pricing Schedule:

### 

**Annex 4 – Management Information Reports:**



