

# RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE:	VOA/2024/024
THE BUYER:	Valuation Office Agency (VOA)
BUYER ADDRESS	10 South Colonnade, London, E14 4PU
THE SUPPLIER:	PricewaterhouseCoopers LLP (PwC)
SUPPLIER ADDRESS:	1 Embankment Place, London, WC2N 6RH
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	73-336-7952
SID4GOV ID:	N/A

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13<sup>th</sup> November 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Professional Services to Define VOA Council Tax Transformation & Change Delivery.

### CALL-OFF LOT(S):

Lot 3

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

**Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security) (Part A: Short Form)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 23 (HMRC Terms)

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory

6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**Call-off special terms**

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

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

*(i) specified in this Contract or*

*(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

**Call-off start date: 13/11/2024**

**Call-off expiry date: 17/01/2025**

**Call-off initial period:** **Maximum total of 8 x Weeks (to allow for any Festive Period Downtime)**

### **CALL-OFF OPTIONAL EXTENSION PERIOD:**

The Buyer retains the right to extend this call-off contract by a maximum period of 4 weeks subject to providing the Supplier with four (4) weeks' written notice.

### **Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification) section 3.

Draft Deliverables are not intended to be relied upon and any reliance shall be at Buyer's own risk and without liability to Supplier. Supplier accepts no liability for errors in Services and Deliverables provided in reliance upon Client's own provided materials and data. PwC shall not be precluded from re-using the methodologies, know-how and skills acquired in the provision of Services.

In the performance of the Services, the Supplier will rely on the following assumptions being true and the following dependencies being met and performed:

- Buyer teams will be staffed with individuals with sufficient experience required to input to Deliverables with sufficient time to meet these milestones.
- Buyer will appoint a key reviewer to sign off Deliverables at each milestone.
- When Deliverables are reviewed, any required changes should be raised as soon as possible to ensure changes can be made before final deliverables are completed.
- Buyer will provide Supplier with access to Buyer IT, buildings, documents etc required to complete the Deliverables.
- Supplier's obligation under this Call Off Contract is to perform the services and provide the Deliverables in accordance with their specifications in Call-Off Schedule 20 (Specification) section 3 and 4. Supplier shall not be liable to meet or achieve Buyer's intended business outcomes and objectives.

### **Security**

Short form security requirements apply as per Call-Off Schedule 9. The Supplier will not be required to produce a bespoke Security Management Plan.

### **Maximum liability**

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:  
**£35,000:00 excl. VAT**

## **Call-off charges**

See details in Order Schedule 5 (Pricing Details), which include the pricing proposal submitted by The Supplier as part of the tender bid.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

## **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) .Any official travel undertaken, firstly must be pre-approved by the Buyer's Contract Manager, and secondly must fully comply with VOA Travel Policy.

## **Payment method**

Payments will be made upon Supplier's completion of its contribution to each Deliverable in accordance with the milestones set out in the below table.

Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy).

Invoices should be provided for each milestone within one month of agreement of deliverables and sent to **Redacted Under FOIA Section 40, Personal Information** copying in contract manager email address (and including the purchase order provided). Payments will be made into the bank account provided by the Supplier within thirty (30) days' of the date of the invoice.

Milestone payments to be paid upon review and signoff of documentation outlined below:

- Milestone 1 £17,500 on 06/12/2024
- Milestone 2 £17,500 on 10/01/2025

VOA (acting reasonably) will sign off Deliverables when they have been provided by the Buyer in accordance with their specifications in Call-Off Schedule 20 section 4.3

## **Buyer's invoice address**

**Redacted Under FOIA Section 40, Personal Information**

## **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives do apply to this Call-Off Contract.

## **Buyer's authorised representative**

**Redacted Under FOIA Section 40, Personal Information**

**Buyer's contract manager**

Redacted Under FOIA Section 40, Personal Information

**Buyer's security policy**

None in addition to framework requirements

**Supplier's authorised representative**

Redacted Under FOIA Section 40, Personal Information

**Supplier's contract manager**

Redacted Under FOIA Section 40, Personal Information

**Progress report frequency**

Supplier to share progress reports by email to Buyer's Authorised Representative on a weekly basis. Short follow-up calls may be required to discuss points raised in the email.

**Progress meeting frequency**

Initial contract management meeting to take place within 1 week from the Order Start Date, where the Frequency of follow up meetings required will be agreed by both parties.

**Key staff**

<u>Name</u>	<u>Position</u>
Redacted Under FOIA Section 40, Personal Information	

**Key subcontractor(s)**

None

**Commercially sensitive information**

Supplier's tender, pricing model, staff personal data and pre-existing IPR are Commercially Sensitive Information.

**Service credits**

N/A

**Additional insurances**

N/A

**Guarantee**

N/A

**Buyer's environmental and social value policy**

Appended at Appendix A

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will aim to comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) or any other commitments mutually agreed in writing by the parties after commencement of the services.

### **Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

#### **For and on behalf of the Supplier:**

Signature: **Redacted Under FOIA Section 40, Personal Information**

Name: **Redacted Under FOIA Section 40, Personal Information**

Role: **Redacted Under FOIA Section 40, Personal Information**

Date: **Redacted Under FOIA Section 40, Personal Information**

#### **For and on behalf of the Buyer:**

Signature: **Redacted Under FOIA Section 40, Personal Information**

Name: **Redacted Under FOIA Section 40, Personal Information**

Role: **Redacted Under FOIA Section 40, Personal Information**

Date: **Redacted Under FOIA Section 40, Personal Information**

## Appendix A

## Appendix B



# Call-Off Schedule 4 (Call Off Tender)

The Supplier's proposal dated 18<sup>th</sup> October 2024 (Technical Response & Commercial Response), Commercial Clarification Response dated 22<sup>nd</sup> October 2024, and Annex to Technical Response dated 29<sup>th</sup> October 2024, have been included below:

## **Supplier's bid:**

### **Technical Response**

**Redacted Under FOIA Section 43, Commercial Information**

### **Annex to Technical Response**

**Redacted Under FOIA Section 43, Commercial Information**

## Call-Off Schedule 5 (Pricing Details)

The charges are calculated on a fixed price basis as set out in Supplier's Tender and below, exclusive of VAT:

### 12.5.1 – 12.5.3 Pricing Response

PwC Commercial Response

Grade	Day Rate MCF3 Lot 3	Number of Days dor the Specified Work	Brice per grade for the specified work	Discount price per grade
Redacted Under FOIA Section 43, Commercial Information				
Proposal Price	-	-	-	£35,000:00

PwC Commercial Clarification Response (embedded below)

Redacted Under FOIA Section 43, Commercial Information

# Call-Off Schedule 9 (Security)

Part A (Short Form Security Requirements) should apply.

## Part A: Short Form Security Requirements

### 1. Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>1. the occurrence of:</p> <p>a. any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>b. the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>2. in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>3. the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and has been updated from time to time.</p>

### 2. Complying with security requirements and updates to them

1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those

costs. Any change to the Charges shall be subject to the Variation Procedure.

5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. **Security Standards**

1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

1. is in accordance with the Law and this Contract;
2. as a minimum demonstrates Good Industry Practice;
3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. **Security Management Plan**

1. **Introduction**

1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

2. **Content of the Security Management Plan**

1. The Security Management Plan shall:
  - a. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - b. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
  - c. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- d. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3. **Development of the Security Management Plan**

- 1. Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan. **Not Used**
- 2. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 3. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security

Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4. **Amendment of the Security Management Plan** - not used

1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a. emerging changes in Good Industry Practice;
- b. any change or proposed change to the Deliverables and/or associated processes;
- c. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- d. any new perceived or changed security threats; and
- e. any reasonable change in requirements requested by the Buyer.

2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a. suggested improvements to the effectiveness of the Security Management Plan;
- b. updates to the risk assessments; and
- c. suggested improvements in measuring the effectiveness of controls.

3. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. **Security breach**

1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a. minimise the extent of actual or potential harm caused by any Breach of Security;
- b. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c. prevent an equivalent breach in the future exploiting the same cause failure; and
- d. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

### Scope

The scope of this work is to support the merging of all VOA Council Tax related system improvement and transformation activity into a single portfolio. It does not include subsequent delivery.

### Deliverables

1. **Weekly MI report to VOA:** Key achievements, upcoming priority areas and stakeholder engagement.
2. **Scope and analysis of the current portfolios:** Project inventory, focussing on the key areas projects need to demonstrate to deliver effectively.
3. **Vision, Purpose, Methodology:** Clear vision and purpose for the integrated portfolio; clear and agreed methodology (across the programme lifecycle).
4. **Updated RAIDO log:** Review of risks, issues, dependencies and opportunities, with clear categorisation, impacts and mitigations.
5. **Finalised RAIDO log:** Updated risks, issues, dependencies and opportunities, with clear categorisation, impacts and mitigations.
6. **Approach to CT portfolio defined in a Programme Handbook:** Key roles, responsibilities, and capabilities within the programme, agreed preferred approach for structuring the scope of the CT portfolio
7. **Forward looking roadmap for VOA's CT portfolio:** Impact of Roadmap for CT portfolio, identifying key dependencies and technical approach.
8. **Outline plan to deliver the Roadmap:** Breakdown of delivery and critical milestones.
9. **Transition plan:** Key activities to move towards the new portfolio.

### Workshops

1. Winning Teams Workshop to agree ways of working and a stakeholder engagement approach to establish and maintain buy-in across the different organisations, regions and programmes
2. Workshops to focus and drive the vision, purpose and methodology; review outcome of option analysis with input from RAID log, define the approach to managing the CT portfolio; and lock in the roadmap and review the draft outline plan



## Implementation Plan

**Redacted Under FOIA Section 43, Commercial Information**

### Buyer Contact

The primary point of contact in the VOA will be **Redacted Under FOIA Section 40, Personal Information** (Contract Manager). Reviews will be scheduled on a weekly basis. Weekly Performance MI will be provided by the Supplier and a mid-point review scheduled. Reviews will include the Contract manager and salient internal stakeholders.

### Buyer Responsibilities

The Buyer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Buyer's premises and staff. Any information provided by the Buyer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Buyer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.

The VOA programme team responsibilities will include:

- Being responsible for making all management decisions and performing all management functions.
- Setting up stakeholder engagement interviews, distributing information requests and managing VOA communication channels to share materials and support awareness building activities
- Providing adequate and timely access to data, and ensuring appropriate staff are made available to support the PwC team where required (e.g. Business Analysts)
- Being sufficiently resourced to provide timely strategic direction and review materials/support work where required
- Providing timely access to relevant and appropriate pre-existing materials from VOA programmes related to the specific activities being undertaken in this engagement (e.g. RAID Log)
- Participating in workshops, status updates, risk premortems and team huddles where appropriate; This time commitment will be determined in the first week of the project.
- The ownership of deliverables, their review, approval and risk management through the VOA governance structure, and their implementation.
- Providing access to appropriate VOA technology (e.g. laptops).

### Project Assumptions

**Redacted Under FOIA Section 43, Commercial Information**



# INVITATION TO TENDER

## SPECIFICATION

To Provide Professional Services

To Define VOA Council Tax Transformation &  
Change Delivery

Sourcing Ref: VOA/2024/024

OFFICIAL

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## 1. INTRODUCTION

- 1.1. The Valuation Office Agency (VOA) is an executive agency of his Majesty's Revenue and Customs (HMRC). As the public sector's property valuation experts, we provide valuations and property advice to the government and local authorities in England, Scotland, and Wales to support taxation and targeted financial support for families and individuals. The VOA also provide property valuation and surveying services to public sector bodies. Its work includes:
- compiling and maintaining lists of council tax bands for approximately 26 million domestic properties;
  - compiling and maintaining lists detailing the rateable value of over 2 million commercial properties for business rates;
  - determining Local Housing Allowance rates across England;
  - advising local authorities of the maximum subsidy level payable for Housing Benefit claims under the local reference rent system;
  - maintaining a register of fair rents for regulated tenancies in England;
  - providing statutory valuations to support taxes administered by HMRC and the administration of benefits by the Department for Work and Pensions; and
  - providing a range of independent property advice and valuations across the public sector.
- 1.2. Please see [www.voa.gov.uk](http://www.voa.gov.uk) for further details.

## 2. BACKGROUND

- 2.1. The VOA currently has a substantial transformation portfolio, which includes an overhaul of the Agency's technology platform, delivering on the Government Review of Business Rates and supporting reform of Council Tax in Wales.

- 2.2 We are looking to reshape how we deliver change (ranging from system maintenance and improvement to more substantial transformation) relating to Council Tax once the new platform has been delivered. This needs to cover:
- o System maintenance
  - o System improvement/change initiatives – ranging from tactical requirements to more substantial projects to improve BAU operations
  - o Wales CT reform – VOA is supporting the Welsh Government to deliver its ambitions to modernise Council Tax in Wales, including a CT Revaluation and changes to banding structures by 1 April 2028. Following consultation the Wales Government has confirmed the date of the Revaluation as April 2028 (VOA had been planning on the basis of April 2025) so the Reform programme is currently being replanned to reflect this timeline. The scope is likely to remain broadly similar but there are now more options for how delivery can best be structured.
- 2.3 There is a clear rationale for aligning these activities under a single structure – eg some functionality required for Wales CT reform will need to be integrated into the new technology platform, which can be more effectively managed within a single structure. And in terms of the customer interface, where there are ambitions to enhance the functionality in both Wales CT Reform and BAU operations, alignment would help to ensure the most efficient design and build. It would enable a single relationship with the commercial supplier. And it increases delivery flexibility enabling the portfolio to be organised around either development of front- and back-end functionality or by transformation vs improvement.

### 3. REQUIREMENT

- 3.1. Recognising that there are different delivery options, VOA is seeking the support from an external Supplier to identify the optimal way to bring together these elements to form a single portfolio, which will manage the

single roadmap for CT transformation. This will be completed as a standalone project, and it will be staffed with resource from VOA, CDIO and supported by the chosen supplier.

- 3.2. The Supplier will need to have:
  - 3.2.1. Experience in supporting the initiation or merging of change/transformation portfolios.
  - 3.2.2. Proven project/programme set-up experience, including establishing programme governance, clear accountabilities, embedding government level standards, including IPA expected products and ways of working.
  - 3.2.3. Knowledge of the Gov UK GDS Design Standards and project delivery methodologies.
  - 3.2.4. Extensive experience and a proven track-record of working collaboratively, in an engagement-focussed way, with diverse senior stakeholders and other suppliers to deliver sustainable solutions,
  - 3.2.5. Experience in ensuring commercial suppliers are effectively commissioned and managed.
  - 3.2.6. Extensive experience of agile and service delivery management
  - 3.2.7. Experience in the development of high-level programme plans and a technical roadmap.
- 3.3. As part of the scope of this work the appointed Supplier will include project management capability to lead the project and provide relevant support/expert resource to deliver the project as part of a multifunctional team, which will include VOA staff.
- 3.4. We aim to complete the transition around April 2025 to coincide with the closure of the BST CT programme.

#### 4. Scope

- 4.1 The scope of this work is to support the merging of all CT related system improvement and transformation activity into a single portfolio. It does not include subsequent delivery.
- 4.2 The delivery of remaining BST Council Tax scope and immediate ~~hypercare~~ is not in scope – this will be delivered through the programme which will be completing in parallel with the transition to the new portfolio. Some resource may transition from the current programme to the new portfolio but this must not interfere with the delivery of BST.
- 4.3 Timetable and Deliverables:

<u>Timetable</u>	<u>Deliverables</u>	<u>Weekly Review</u> <u>Check Point &amp;</u> <u>Sign Off By</u>
<u>Activity &amp; Deliverables</u>  11 <sup>th</sup> November – 20 <sup>th</sup> December 2024	Under this assignment you will need to:  1. Ensure there is a clear and agreed vision, purpose, methodology (across the programme lifecycle) and ways of working for the portfolio.  2. Aligned to requirement in paragraph 3.1 - analyse options and recommend a preferred approach for structuring the scope of the CT portfolio to maximise efficient delivery; balancing critical milestones (in particular, legislative requirements), management of key dependencies and enabling iterative system improvement. This should include a register of assumptions; risks and dependencies.	All deliverables to be signed off by the Project SRO with steering group approval.  Items 1 – 3 are subject to sign off under appropriate internal governance.

	<p>3. Create a preliminary outline plan with a critical pathway, to include the breakdown of the delivery roadmap (as well as the technical delivery approach) for the new portfolio. This should draw illustrate how key dependencies will be managed.</p> <p>4. Clearly set out key roles, responsibilities, and capabilities within the programme with the right skills and capabilities to deliver the new programme (including where there are gaps in current VOA capabilities).</p> <p>5. Create a transition plan which sets out the key activities to move towards the new portfolio.</p>	
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- 4.4 The appointed Supplier should be able to begin from 11<sup>th</sup> November 2024, and be prepared for a Day 1 mobilisation meeting with the project. If this timeline does not work, the Supplier will need to provide an alternative timeline, to accommodate the project delivery dates required.

## 5. Methodology

- 5.1 The nature of this work will require close working between the Supplier and key VOA stakeholders and CDIO representatives. There will also be the need to work with HR throughout the life of this work to ensure any role changes and communications are handled in line with VOA/Civil Service guidelines and standards. There will be the need for the supplier to maintain a detailed overview of the activities of a wider group of engaged stakeholders.

- 5.2 BPSS Security Cleared, Supplier personnel will be preferred, or a sufficient level to allow required access to VOA system, IT, and data.

## 6. MANAGEMENT INFORMATION

- 6.1 Reviews will be scheduled on a weekly basis. Weekly Performance MI will be provided by the Supplier and a mid-point review scheduled. Reviews will include the Contract manager and salient internal stakeholders.

## 7. COMMERCIALTIMETABLE

- 7.1. Please see below an indicative timetable to outline delivery of the tender.

DATE	ACTIVITY
1 <sup>st</sup> October 2024	Publication of ITT. Clarification period starts.
3pm 8 <sup>th</sup> October 2024	Clarification period closes ("Tender Clarifications Deadline").
11 <sup>th</sup> October 2024	Clarification responses to be provided by the Authority
12 Noon 17 <sup>th</sup> October 2024	Deadline for submission of a Tender to the Authority Contract ("Tender Submission Deadline")
18 <sup>th</sup> – 28 <sup>th</sup> October 2024	Evaluation Process
29 <sup>th</sup> October 2024	Proposed Award Date of Contract
11 <sup>th</sup> November 2024	Expected commencement date for the Contract

## 8. CONTRACT TERM

- 8.1. The contract term will be for a period of 6 weeks only.
- 8.2. Valuation Office Agency will reserve the right to terminate the contract at any stage of this requirement.
- 8.3. The Supplier shall provide a detailed handover to the Valuation Office Agency Authority prior to leaving this appointment.

## 9. VOA CONTRACT MANAGER DETAILS

- 9.1. The VOA contract manager will be **Redacted Under FOIA Section 40, Personal Information**



- 9.2. The VOA reserves the right to appoint an alternative contract manager at any given point throughout the duration of the contract.
- 9.3. The Supplier will be required to appoint a contract manager to serve as the VOA's point of contact within the organisation.

## **10. PAYMENT TERMS**

- 10.1. Payments will be made via an electronic payments system, SAP Ariba P2P (myBUY). Invoices should be provided for each milestone within one month of agreement of deliverables and sent to be **Redacted Under FOIA Section 40, Personal Information** copying in be **Redacted Under FOIA Section 40, Personal Information** (including the purchase order provided). Payments will be made into the bank account provided by the supplier.

## **11. TERMS AND CONDITIONS**

- 11.1. This tender is being run via Management Consultancy Three (MCF 3) RM6187, Lot 3 (Complex & Transformation) and its Call Off Terms and Conditions will apply.

## **12. TENDER REQUIREMENTS**

**Quality Criteria (this will form 80% of the evaluation):**

### **12.1 Aims, Objectives, and Risks (15%)**

Tenderers should outline, in their own words, their understanding of the key aims and objectives of this project, and its key issues and risks. This should include confirmation all deliverables / outcomes will be achieved within the contract term and that on the commencement of the contract the proposed team will be available.

**12.2 Methodology and scope (25%)**

Tenderers should outline their method for how the project will be delivered.

**12.3 Delivery to time (30%)**

Tenderers should outline their track record of delivering similar projects to time, their capability to provide prompt headline results within complex stakeholder landscapes following completion of research, and their ability to rapidly deliver specified outputs.

**12.4 Social Value (10%)**

Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realized for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of contracts. General information on The Social Value Act can be found at:

- Social Value Act  
Introduction: <https://www.gov.uk/government/publications/social-value-act-introductory-guide>
- Updated Social Value Procurement Policy Note:  
<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

The VOA will continue to monitor these Social Value Commitments throughout the Call-Off Contract duration.

The supplier should provide a response to the following Social Value questions:

**Question 1** – Theme 2 Tackling Economic Inequality, Create New Business, New Jobs, New Skills.

**Policy Outcome:** Create New Business, New Jobs, New Skills.

Model Award Criteria 2.2: Create employment and training opportunities particularly for those who face barriers to employment and / or who are located in deprived areas, and for people in industries with known skill shortages or in high growth sectors.

In illustrating the commitment your organisation will make to ensure that opportunities under the contract deliver this Policy Outcome please include as a minimum:

- *Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria.*
- *How you will monitor, measure and report on your commitment/the impact of your proposals.*
- *How the above will support the VOA's commitments.*

Max word count 500. Text within drawings and graphs is not included in word count.

**Question 2** – Theme 4 Equal Opportunity, Tackle Workforce Inequality

**Policy Outcome** Tackle Workforce Inequality

Model Award Criteria 6.1, Demonstrate action to identify and tackle inequality in employment skills and pay in contract workforce.

In illustrating the commitment your organisation will make to ensure that opportunities under the contract deliver this Policy Outcome please include as a minimum:

- *Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria.*
- *How you will monitor, measure and report on your commitment/the impact of your proposals.*
- *How the above will support the VOA's commitments.*

Max word count 500. Text within drawings and graphs is not included in word count.

## 12.5 Pricing (This will form 20% of the evaluation)

- 12.5.1 While tenderers are encouraged to propose a design for the methodology, for comparability tenderers are asked to provide a **firm and final price offer** based on the below specification of the work. Any recommendations tenderers make in their proposal outside of this specification should be costed for separately.
- 12.5.2 Please provide an outline of resources and rates to be engaged to deliver your proposal. These should be in the form of a rate card breaking down of the total price.
- 12.5.3 Please also provide full details of any discounts on offer to the VOA that will support VFM efficiency cost savings, in the delivery of the specified requirements.

**Tenders will be assessed against the TOTAL PRICE offer for delivering the full specification**

## 12.6 Scoring

- 12.6.1 Scoring will be kept within bands and scores allocated in line with scoring scheme contained in the table in Appendix A. The maximum total score will be 100.
- 12.6.2 Tenders will be evaluated on which is the most economically advantageous. This will be judged on the basis of assessment of proposals (supplemented where relevant by discussion at interview).
- 12.6.3 Interviews, if used, will be for clarification and confirmation only. Judgments will be against the quality criteria set against overall cost (excluding VAT) with relative weightings as detailed. Evaluation scoring criteria are shown in Appendix A. Tenderers are compelled to arrange their bids around these headings.

### **13. SCORING**

- 13.1. Scores will be allocated for each quality question in line with the scoring scheme located in Appendix A. The maximum available score will be 100.
- 13.2. The contract will be awarded to the Tender with the highest combined cost and quality score.

### **14. TENDER QUERIES**

- 14.1. Tenderers with any queries about this specification should contact **Redacted Under FOIA Section 40, Personal Information** by email with the subject title "VOA/2024/024: VOA Council Tax Transformation" by email before 3pm 8<sup>th</sup> October 2024.

### **15. TENDER SUBMISSION**

- 15.1. You should send a PDF or read-only electronic copy of your proposal by e-mail to **Redacted Under FOIA Section 40, Personal Information**, as an attachment to an e-mail message entitled "VOA/2024/024: VOA Council Tax Transformation". Tender to arrive no later than 12 (noon) 17<sup>th</sup> October 2024 (unless the date is subsequently amended in writing by the VOA).
- 15.2. Please note that email messages with this title will not be opened in advance of that deadline. No hard copies of the tender are required.

## Appendix A

Score	'Closed' Question Criteria	'Open' Question Criteria
<b>100</b>	Excellent answer which meets all the requirements and provides all of the required detail.	An excellent response that: <ul style="list-style-type: none"> <li>• is completely relevant, addressing all of the requirements;</li> <li>• demonstrates an excellent understanding of the requirements, is comprehensive, robust, and unambiguous;</li> <li>• provides highly credible supporting evidence, benefits, or innovation; and/or</li> <li>• meets the requirements in all aspects, with no ambiguity or weaknesses identified and no clarification required.</li> </ul>
<b>80</b>	Good answer which meets all the requirements but lacks some minor detail	A good response that: <ul style="list-style-type: none"> <li>• is highly relevant, addressing all the requirements;</li> <li>• demonstrates a good understanding of the requirements and is comprehensive;</li> <li>• provides supporting evidence of sufficient detail; and/or</li> <li>• meets the requirements in all aspects but contains minor weaknesses or a small amount of ambiguity.</li> </ul>
<b>60</b>	Satisfactory answer, which meets the requirements in many aspects, but fails to provide sufficient detail in some areas.	A satisfactory response that: <ul style="list-style-type: none"> <li>• is relevant, addressing most or all the requirements;</li> <li>• demonstrates a satisfactory understanding of the requirements;</li> <li>• provides supporting evidence but lacks detail in some areas; and/or</li> <li>• meets the requirements in most aspects, but contains manageable weaknesses or some ambiguity and may require some</li> </ul>
<b>40</b>	Limited answer which satisfies some aspects of the requirements but fails to meet the specification in the whole.	A limited response that: <ul style="list-style-type: none"> <li>• is mostly relevant, addressing most of the requirements;</li> <li>• demonstrates a limited understanding of the requirements;</li> <li>• provides supporting evidence but lacks detail in some or most areas; and/or</li> </ul>

Score	'Closed' Question Criteria	'Open' Question Criteria
		<ul style="list-style-type: none"> <li>contains weaknesses or ambiguity which suggest that the requirements would not be met unless clarified.</li> </ul>
20	Poor answer which significantly fails to meet the requirements.	<p>A poor response that:</p> <ul style="list-style-type: none"> <li>is only partially relevant, addressing some of the requirements;</li> <li>demonstrates a poor understanding of the requirements;</li> <li>provides supporting evidence that is of limited/insufficient detail or explanation; and/or</li> <li>contains multiple and/or significant weaknesses or ambiguity that suggest the requirements would not be met.</li> </ul>
0	<p>The response is not considered relevant.</p> <p>The response is unconvincing, flawed or otherwise unacceptable.</p> <p>Response fails to demonstrate an understanding of the requirement.</p> <p>No evidence is provided to support the response.</p> <p>Or nil response.</p>	<p>An unacceptable response that:</p> <ul style="list-style-type: none"> <li>is not fully relevant, addressing some or none of the requirements;</li> <li>demonstrates very limited or no understanding of the requirements;</li> <li>provides little or no supporting evidence that is of insufficient detail or explanation; and/or</li> <li>is unconvincing, flawed or otherwise inadequate, suggesting that the requirements will not be met.</li> </ul> <p>Or nil response.</p>

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**Q & A Log**

Ref – VOA/2024/024 – Professional Services to Define VOA Council Tax Transformation & Change Delivery

**Clarification Note No 1**

Question No	Question	Answer	Date Received	Date Response Issued	Clarification Note Number
1	Could the Authority please confirm the proposed budget for this contract?	We do not share the VOA budget for projects. The specification should be sufficient to determine the requirements and price offer.	03/10/24	03/10/24	Clarification - No 1

**Clarification Note No 2**

Question No	Question	Answer	Date Received	Date Response Issued	Clarification Note Number
1.	Could the Authority please confirm if there are any word or page limits to the quality responses: 12.1 (Aims, Objectives, and Risks), 12.2 (Methodology and scope) and 12.3 (Delivery to time)?	Word count as follows please for each question: 12.1 – Aims, Objectives & Risks, maximum of <b>500</b> x words. 12.2 – Methodology & Scope, maximum of <b>1000</b> x words. 12.3 – Delivery to Time, maximum of <b>1000</b> x words. 12.4 – Social Value, maximum of <b>500</b> x words for each Social Value question.	08/10/24	09/10/24	Clarification – No 2
2.	If there is a word limit to the quality responses: 12.1 (Aims, Objectives, and Risks), 12.2 (Methodology and scope) and 12.3 (Delivery to time), can the Authority please confirm if text within drawings and graphs would count towards the word count?	For questions 12.1 – 12.4 (inclusive) text within drawings and graphs is not included in the word count.	08/10/24	09/10/24	

**Clarification Note No 3**

Question No	Question	Answer	Date Received	Date Response Issued	Clarification Note Number
1.	Is there a word count or page limit for Q1-3?	See Clarification Note No 2, response to Question No 1 – published and circulated 09/10/24	09/10/24	14/10/24	Clarification – No 3
2.	Please could you provide us with a list and further details of the projects which are in scope for the portfolio so that we have a sense of size, scale and complexity of the proposed portfolio? (e.g. number of projects, and for each project: objective, description and scope, budget, number of staff and split of VOA/CDIO/provider, delivery timeline).	We cannot provide a full breakdown because some of the work will need to be defined and prioritised iteratively (e.g. the activity following on from the closure of the technology programme) but we can set out the three main categories and the relative size: a) <b>System maintenance</b> – there will be an ongoing requirement to maintain the system as is standard after delivery of a new IT system. b) <b>Ongoing system improvement</b> – an initial assessment indicates approximately two years' worth of work then settle into ongoing 'steady state' and therefore less resource intensive. c) <b>CT transformation</b> – The Wales CT Reform programme is due to be delivered by April 2028; including a revaluation of all Council Tax bands for Wales, appeals reform and increased customer transparency enabling two-way data exchange. The programme has been in existence for around two years and the revaluation element is mature. The budget for this element depends in part on the Spending Review.	09/10/24	14/10/24	
3.	Who will be the SRO for this piece of work?	VOA's Director of Strategy, Policy and Transformation	09/10/24	14/10/24	
4.	Can you provide a structure with key stakeholders for this project, at the programme/functional level?	The SRO will be the Director of SPT The key stakeholders for the project are: o The Programme Director for Wales CT Reform o CDIO-HMRC (VOA's technology delivery partner) o Head of business design, Business Systems Transformation Programme o Director, Council Tax Operations	09/10/24	14/10/24	



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		<p>A VOA project manager will co-ordinate VOA inputs into the project (pre-commencement) and support delivery during the assignment.</p> <p>A steering group, made up of these stakeholders, is overseeing the delivery.</p>			
5.	Please can you provide any lessons learned from previous or equivalent portfolio set up exercises at VOA, CDIO/HMRC?	VOA has not undertaken an equivalent exercise before. We will enable the successful bidder access to all lessons learned and salient information with key stakeholders in the combined programme.	09/10/24	14/10/24	
6.	How many people do you currently have in your change capability with programme management, project management, change skills? How many people are involved in that and what is the structure in the business?	<p>There are currently c100 FTE project delivery professionals engaged in transformation in VOA.</p> <p>The portfolio consists of</p> <ul style="list-style-type: none"> <li>o A technology transformation programme</li> <li>o A Non-Domestic Rating transformation programme</li> <li>o Wales CT Reform (which will form part of the future CT portfolio)</li> <li>o The cyclical revaluation of 2.1m properties for business rates purposes</li> <li>o Some HMRC-led programmes of which VOA is a customer (technical health; shared services transformation)</li> </ul> <p>This is supported by a Portfolio Management Office. There is also a change management services unit based in the Chief Operating Officer directorate, which manages more operationally-focused change and business readiness.</p>	09/10/24	14/10/24	
7.	Could you please provide further information on the current state of these projects and the state of the CT transformation programme as a whole? (e.g. RAG status against delivery, maturity of the project). Can you describe the existing governance forums in place (such as Design	<p>All further information relating to the Wales CT Reform will be made available to the successful bidder.</p> <p>BST Council Tax is in the final stages of delivery before go live.</p> <p><u>Governance</u> is made up of:</p>	09/10/24	14/10/24	

	Authorities) and the maturity and effectiveness of these.	<ul style="list-style-type: none"> <li>o Investment and Portfolio Committee – approves investment cases and manages the overall health of the portfolio.</li> <li>o There is a Business Design Authority which ensures that programmes remain strategically aligned and design decisions are in line with wider Agency goals and parameters.</li> <li>o VOA technology design must be approved through HMRC's technical architecture forums.</li> </ul> <p>The IPC and BDA report into VOA's Executive Committee.</p>			
8.	Do you have an existing roadmap for your customer approach referenced in 2.3, and can you share this?	We will have a preliminary high-level roadmap by the time the assignment begins. However we will be open to the sequencing changing as it is tested through this assignment.	09/10/24	14/10/24	
9.	Do you have an incumbent provider supporting you with CT transformation projects? If you do, how have you mitigated against their incumbent advantage?	<p>There is no incumbent supplier for this project and this is a distinct piece of work. We would expect the successful bidder to work proactively with other suppliers in the transformation and digital space.</p> <p>We will ensure access to stakeholders from Day 1 to familiarise the successful bidder with the overall landscape.</p> <p>For further information on this, see answer 20.</p>	09/10/24	14/10/24	
10.	You've provided a rationale in 2.3 for this piece of work, can you provide further detail as to the issues you're encountering or the goals you're seeking to achieve?	<p>The key issues we face are a lack of internal capability to shape the different elements of scope into coherent packages to enable the structuring of the programme (most of this capability is embedded in other programmes).</p> <p>The goal is set out in the ITT – to maximise efficiency of delivery and manage internal dependencies as effectively as possible.</p>	09/10/24	14/10/24	
11.	In 3.1 you've mentioned different delivery options. Do you have existing hypotheses on the options you're considering. If so, what are they?	We have set out two possible approaches in the ITT 'either development of front- and back-end functionality or by transformation vs improvement' but thinking should not be constrained to these two.	09/10/24	14/10/24	
12.	Who are the stakeholders who will be making final decision on the options (ref 3.1)?	The IPC and Excom, advised by the Steering Group – see earlier answers.	09/10/24	14/10/24	

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13.	Is there already a transformation capability or CoE that you want to build on?	VOA has a Portfolio Management Office that is increasingly operating as a Centre of Excellence. We have limited internal transformation capability that is not tied to specific programmes but the closure of BST CT will provide skilled resource that can potentially transition to the new CT portfolio.	09/10/24	14/10/24	
14.	Do you have an existing programme methodology that you want to use as a preferred method?	VOA's preferred methodology is Agile however we are open to alternative recommendations if backed by evidence.	09/10/24	14/10/24	
15.	Are there any examples of best practice in your existing change projects which you'd like to see replicated?	We will share with the successful bidder relevant examples of a recent piece of work to merge two programmes to create a combined Non-Domestic Rating programme, in particular the development of the combined preliminary plan.	09/10/24	14/10/24	
16.	<b>Price evaluation</b> How will the submitted price be evaluated?	<p>The lowest cost received (excluding any cost deemed abnormally low and rejected), will score maximum marks in this section and will be used as the benchmark for other bids to be compared against.</p> <p>The following formula will be used to calculate the cost score for each bidder:</p> <p><b>(Lowest Cost Submitted / Bidder Cost Submission) x Cost Weighting (20%) = Bidder Score For Cost Section</b></p> <p>The VOA may challenge any bid that it deems to appear abnormally low and reserves the right to reject such bids in line with Regulation 69 of PCR 2015.</p> <p>Following the evaluation process, each bidder's total quality and cost scores will be combined, giving the bidder a total score out of 100%.</p> <p>The successful supplier will be the bidder who achieves the highest score (subject to the bid meeting all minimum requirements, not being eliminated for any other reason and passing any due diligence checks).</p>	09/10/24	14/10/24	
17.	<b>Effort assumptions</b> Can the Buyer share any information about the broad effort levels required to meet the requirement? Without this there are	<b>We have deliberately focused this on thought leadership rather than very detailed artefacts.</b> We anticipate this requires around <b>two FTE</b> who bring strong expertise and experience – they will	09/10/24	14/10/24	

	likely to be a range of interpretations and there might be scope for some suppliers to interpret the requirements in the lightest possible manner.	have access to experts from across VOA Council Tax and CDIO; and there will be a project support person from VOA.			
18.	<b>Page limits</b> Is there a page limit for any of the questions (beyond the 500 words for the Social Value questions)?	See Clarification Note No 2, response to Question No 1 – published and circulated 09/10/24	09/10/24	14/10/24	
19.	<b>Incumbent</b> Is there an incumbent working in this area for VOA?	See the VOA's response to Question 9.	09/10/24	14/10/24	
20.	<b>5) Level playing field</b> How will VOA guarantee a level playing field between bidders with different access to VOA? For example, one of the objectives of the ITT is to assess how the Welsh portfolio will align with the in-flight transformation programme albeit it will be challenging to talk in our response how we might do this without understanding of the current portfolio and systems.	<p>A level-playing field has been driven through the application of the CCS MCF 3 Framework Agreement, 'further competition' procurement process.</p> <p>Through application of the prescribed CCS MCF 3 buying process, this provides:</p> <ul style="list-style-type: none"> <li>- a clear and well-structured process, outlining what will be required at each stage.</li> <li>- the opportunity to bid is open and accessible to all suppliers on that Framework Agreement (Lot 3 Complex &amp; Transformation).</li> <li>- transparency, highlighting prerequisites for successful applicants at the outset.</li> <li>- fairness, giving all potential suppliers on Lot 3 an equal chance of winning the work.</li> <li>- consistency of scoring method and evaluation.</li> <li>- equal opportunity and treatment to every supplier in the procurement process.</li> <li>- non-discrimination, that will ensure that suppliers are not treated unfairly.</li> <li>- proportionality, ensuring that smaller suppliers are not disadvantaged.</li> <li>- mutual recognition, ensuring that every suitable supplier has the right to bid for the business.</li> </ul>	09/10/24	14/10/24	

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		Additionally, Commercial have also worked closely with the VOA Business Unit to make the requirement more attractive to new bidders, thus increasing competition and providing a more diverse contribution to the portfolio.  Finally, there are no barriers to entry. This opportunity has been published to all of the x 30 capable suppliers on the MCF 3 Framework Agreement, Lot 3.			
21.	<b>Budget</b> Can VOA give an indication of the budget available for this ITT?	See Clarification Note No 1, response to Question No 1 – published and circulated 03/10/24.	09/10/24	14/10/24	
22.	<b>Aims and Objectives</b> Ref paragraph 12.1 in the ITT document. The ITT requests that we summarise our understanding of the aims and objectives of the programme however there is limited background to the programme in the Tender. Can you provide further detail on the aims and objectives of the project, in particular anything about the in-flight transformation programme and live systems as well as the specific aims of the Welsh programme?	The response to Q2 sets out further information on the elements that will form the CT portfolio. The primary aim of the assignment is to align these elements in the most efficient and coherent structure.	09/10/24	14/10/24	
23.	<b>Current Issues</b> Is there a single source which identifies what the specific system issues are?	The successful bidder will be provided with a comprehensive view of challenges and opportunities in the CT service in general; and a detailed set of the known elements to be incorporated into the CT portfolio (bearing in mind the earlier answer that some will be identified and prioritised iteratively as part of the CI element).	09/10/24	14/10/24	
24.	<b>Methodology</b> What are the current delivery methodologies for the in flight projects?	VOA's standard methodology is Agile. As this is a new portfolio we are open to alternative recommendations if evidenced.	09/10/24	14/10/24	
25.	<b>Social Value</b> Can you confirm VOA's current social commitments?	VOA is committed to supporting key social outcomes as part of its commercial activity. To help achieve this goal, procurement exercises conducted by VOA incorporate the requirements outlined under the <a href="#">Government's Social Value Model (SVM)</a> , where in scope of <a href="#">Procurement Policy Note (PPN) 06/20</a> .	09/10/24	14/10/24	

		This competitive procurement exercise incorporates the requirements of PPN 06/20, including the requirement to weight social value as a minimum of 10% of the total tender weighting.			
26.	<b>Technology platform</b> The Tender talks about the need for the Welsh programme to integrate with an existing portfolio and system. Can any details be shared about the system/s that are in place?	The new technology platform is based on Microsoft Dynamics and the bids should assume this is in place. Further details will be shared with the successful bidder.	09/10/24	14/10/24	
27.	<b>Current methods / approach</b> Can the Buyer give any details about how the current portfolio is managed and any Portfolio Management regime? Is there some capability in place that the new Supplier will have to work within or will a new methodology be required from scratch?	VOA's transformation portfolio, managed in line with PD functional standards. The standard methodology is agile but we are open to alternative suggestions for the CT portfolio. There is significant capability already in place – the Wales CT programme is mature and will provide substantial input; CDIO time will be available. VOA will provide project support.	09/10/24	14/10/24	
28.	<b>Procurement</b> With a live programme in place for the wider portfolio, what are the drivers for procuring this tender separately?	This is a very specific piece of work not covered by any current programme. It relates to the most efficient and coherent merging of some quite different elements (customer interface and CI of a new system) that VOA does not have available internal capability to define to the standard required.	09/10/24	14/10/24	
29.	<b>Transition planning</b> What is the intended focus of the transition plan requirement? A plan to transition Supplier responsibility or live projects in the portfolio?	We are looking for a plan to transition from the current structures (separate projects) to a single portfolio under single leadership.	09/10/24	14/10/24	
30.	<b>Engagement with HR</b> The Tender asks for engagement with HR about any role changes. We assume that the Supplier will not be making suggestions for role changes etc.	We are looking for a plan to transition from the current structures (separate projects) to a single portfolio under single leadership.	09/10/24	14/10/24	

## Joint Schedule 11 (Processing Data)

### Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate

- safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;



- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Where the Parties are Joint Controllers of Personal Data**

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

### **Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the



requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively

to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: **Redacted Under FOIA Section 40, Personal Information**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: **Redacted Under FOIA Section 40, Personal Information**

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li></ul> <p><b>The Relevant Authority is Controller, and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <b>All other personal data described in this Annex.</b></li></ul> <p><b>Redacted Under FOIA Section 43, Commercial Information</b></p>

Duration of the Processing	The duration of the call-off contract.
Nature and purposes of the Processing	The nature of the Processing means any operation in the delivery is included but not limited to collection, recording, organisation, structuring, retrieval, consultation.
Type of Personal Data	Employees names and email addresses.
Categories of Data Subject	VOA Staff data
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	<p>The Supplier shall ensure that all documents and/or computer records in its possession, custody or control which contain Confidential Information or relate to personal information of the Authorities' employees, ratepayers or service users, are delivered up to the Contract Manager.</p> <p>The Supplier shall ensure that all records listed previously are securely destroyed, 12 months after the contract end upon written request from the Buyer.</p> <p>All data will be stored in accordance with the Supplier's record and retention policy</p>

## List of Sub-Processors

In addition to the sub-processors we are authorised to transfer to as set out in our privacy statement <https://www.pwc.co.uk/who-we-are/privacy-statement.html>, you authorise PwC to use the sub-processors set out in the table below as may be amended or replaced from time to time.

Sub-Processor	Registered Address and Location	Processing Operations (description of the Processing operations i.e. what the Sub-Processors will do with the
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		<b>Personal Data e.g. host, provide support, etc.)</b>
N/A	N/A	N/A

**Annex 2 - Joint Controller Agreement – Not used**