**Appendix 2 (Specification)**

Specification

Provision of Vehicle Inspection Services

Casework & Enforcement Group

(CAEG)

**Contract Reference:** PS/22/194

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## 1. Introduction

The Driver and Vehicle Licensing Agency (**DVLA**) invites proposals for the following Services.

Provision of Vehicle Inspections.

This contract will be subject to the Cabinet Office Mid-Tier Contract.

The DVLA plays a key role, working with the Police and other organisations, to keep road users safe by:

* Maintaining over 49 million current driver records and 39 million current vehicle records, handling around 200 million customer interactions each year;
* Collecting over £6 billion a year in Vehicle Excise Duty (vehicle tax);
* Limiting tax that has not been collected because of non-compliance
* Supporting the police and intelligence authorities in dealing with crime.
* Assessing motorists that develop medical conditions that may impact their ability to drive

DVLA’s 2021 – 2024 Strategic Plan sets out how the Authority focuses on being:

* **customer-centric** - we will develop our services around helping to meet our customers’ needs, whether they are individuals, businesses, or other public sector organisations
* **a dynamic, digital organisation** - we will continue to accelerate the redesign and re-platforming of our services, building on the foundations of what we have already delivered and being ambitious about the future
* **data driven** - our priority is and will always remain to protect the data we hold. Our services will be secure by design and our culture will ensure that our responsibility to protect data, especially personal data, is at the core of the organisation
* **a great place to work** - we want DVLA to be a great and inclusive place to work, investing in the skills of our local community and offering good-quality, rewarding jobs for the talented people who want to work here.

## 2. Background to the Requirement

The DVLA is an Executive Agency of the Department for Transport (DfT), based in Swansea. The DVLA’s primary aims are to facilitate road safety and general law enforcement by maintaining accurate registers of drivers and vehicle keepers and to collect Vehicle Excise Duty (VED).

* 1. The Authority has the right to inspect a vehicle in certain circumstances and is provided for in law by:

1. The Road Vehicles (Registration and Licensing) Regulations 2002 ([**http://www.legislation.gov.uk/uksi/2002/2742/regulation/10/made**](http://www.legislation.gov.uk/uksi/2002/2742/regulation/10/made)), and
2. The Vehicle Excise and Registration Act 1994 ([**http://www.legislation.gov.uk/ukpga/1994/22/section/22**](http://www.legislation.gov.uk/ukpga/1994/22/section/22))
   1. The purpose of an inspection is to confirm specific information about a vehicle that can only be verified with the vehicle physically present. Some vehicles may require a more in-depth inspection than others, depending on what information the Authority needs to confirm. Inspections may take place pre- or post-registration and for a number of reasons, often but not exclusively as a result of an application made to the Authority regarding the vehicle. The basis of the Authority’s decision to inspect a vehicle is usually one of the following:
3. To confirm that the vehicle exists;
4. To confirm that the vehicle is what it purports to be, either on the Authority’s records or on the application received, by confirming the presence of identifying features particular to the make and model;
5. To confirm that the applicant is in possession of the vehicle.
   1. The Vehicle Inspection service is currently outsourced, with the current service provision expiring on 26th April 2024. The Authority is now seeking proposals from suitable suppliers for a replacement service to follow this. (There will be a transitional period for the handover should a new supplier be identified.

## 3. Procurement Timetable

The timetable for this Procurement is set out in Invitation to Quote (ITQ). The timetable may be changed at any time, but any changes to the dates will be made in accordance with the Regulations (where applicable).

Tenderers will be informed if changes to the timetable are necessary.

## Procurement Timetable 2023/24

|  |  |
| --- | --- |
| Publication of ITT | 10 August 2023 |
| Tender Period | 10 August 2023 to 21 September 2023 |
| Clarification Period starts | 9 August 2023 |
| Clarification period closes (“Tender Clarifications Deadline”) | 25 August 2023 |
| Deadline for the publication of Authority responses to Tender Clarification questions | 6 September 2023 |
| Deadline for submission of Tenders via FTS/Jaggaer (“Tender Submission Deadline”) | 21 September 2023 |
| Check for compliancy/clarify issues with tenderers (Mandatory Questions) | 22 September 2023 |
| Evaluation Period | 25 September 2023 – 6 October 2023 |
| Notification of Intention to Award | 30 October 2023 |
| 10-day Standstill Period | 31 October – 13 November 2023 |
| Contract Award | 14 November 2023 |
| Transition Period | 1 14 Nov 2023 – 26 April 2024 |
| Contract Start | 27 April 2024 |

## 4. Scope

The scope of this contract is to conduct vehicle inspections on behalf of the DVLA.

* 1. The core Service requirement is for:
     1. The **physical inspection** of any vehicle specified by the Authority:

1. of one of the following **Vehicle Categories**:
2. Private and Light Goods vehicles
3. Heavy Goods Vehicle (“HGV”)
4. Tractor
5. Trailer
6. to the extent requested by the Authority, chosen from one of the following **Inspection Types**:
7. Standard Inspection
8. Enhanced Inspection
   * 1. The subsequent notification to the Authority of the Inspection findings.
   1. Each Inspection will consist of a check against a set of specific pre-defined criteria (see 6.6 and 6.7).
   2. The Inspection is NOT a check of roadworthiness. It is also in no way related to the type of inspection carried out for insurance claim management.
   3. The Inspection requires access to the interior and engine compartment of the vehicle, but does NOT require mechanical intervention nor any running or movement of the vehicle.
   4. The Contractor will be responsible for arranging the Inspection appointment with the end customer, who may be the keeper of the vehicle.
   5. The Contractor will also be responsible for managing correspondence with the end customer where appropriate, including complaints, and for reporting data on Service performance to the Authority.
   6. The vehicles to be inspected can be of any age, type and model from the Categories above. This typically includes a high proportion of motorcycles and cars in the Private and Light Goods Category that are over 40 years old.
   7. The Service is required to cover the whole of Great Britain from its Commencement Date. For clarity this includes mainland England, Wales, Scotland and their islands, but excludes Northern Ireland, the Isle of Man and the Channel Islands. An equivalent service is currently provided in Northern Ireland by its own Government, and the expectation is that Northern Ireland will continue to be catered for separately for the duration of the new Service that this Specification document describes. However, as a contingency in case this position should change, the Scope includes the expansion of Service coverage to include Northern Ireland at any time during the Contract Term at the Authority’s request. Prospective Contractors must, therefore, supply estimated costs for providing potential Northern Ireland coverage as part of their tender (see Section 6.1 for further detail on geographical coverage).

## 5. Implementation and Deliverables

**Please See Schedule 8**

* 1. The duration of the Contract (“Contract Term”) will initially be 3 Years.
  2. The Authority reserves the right to offer an extension of this Contract on a yearly basis for up to 2 years.
  3. The period from Contract Award to Service Commencement shall be termed the “Transition Period.” The successful Tenderer shall take all reasonable steps during the Transition Period to effect any necessary transition from the incumbent Contractor to new Contractor in order to meet the Service Commencement date detailed above while ensuring the smooth continuation of Service to Customers.
  4. The Contractor shall provide a detailed implementation plan as defined in section 9 “Management and Contract Administration”.
  5. The Contractor will be expected to carry out inspections from the commencement date of the contract.

## 

## 6. Specifying Goods and / or Services

This section describes the detailed requirements of the Vehicle Inspection Service.

* 1. **Geographical Coverage**
     1. From the Service Commencement date, the Service shall provide vehicle Inspections across the whole of Great Britain. Demand for off-mainland Inspections is typically very low. The Contractor’s additional travel expenses for such work are provided for in Section 6.4.
     2. If requested by the Authority and at the Authority’s sole discretion, the Service shall be expanded to cover the whole of Northern Ireland from ANY date during the Contract Term, subject to the notice period at 6.1.3.
     3. The Authority shall provide the Contractor with a minimum of 3 months’ written notice to invoke the addition of NI coverage.
     4. If the optional NI expansion is invoked, the Service provided in NI must be equal to the Service provided in GB.
     5. The costs of providing the Service in NI are NOT classified as Exceptional Travel Expenses as defined at Section 6.4.
     6. For Service provided by the Contractor in Wales, the Contractor shall comply with the Authority’s Welsh Language Scheme requirements at Annex 1 of this specification.
  2. **Timescales & Service Hours**
     1. All Inspection appointments shall be arranged to ensure completion within the Service Levels set out in Section 6.13 “Service Levels” unless, in exceptional circumstances, the customer is unable to arrange an appointment within that timescale.
     2. The Contractor shall report any instances where it is not possible to meet the required Service Levels for Inspection waiting time, due to the Customer’s unavailability for an appointment within the required timeframe, to the Authority on the Daily Activity Update report (see Section 6.11). This data shall be reviewed jointly at subsequent Service Review meetings and the Authority shall consider excluding such instances from the calculation of Contractor performance against the corresponding Key Performance Indicator, based on their individual merits. The Authority reserves the right to contact such Customers directly to verify that appointments were available within the required timescale but were refused by the Customer.
     3. The Contractor shall provide the Services for a minimum of any five (5) calendar days per week between the hours of 09:00 and 17:00, excluding any Public Holidays that apply at the Inspection location. For clarity, this means that the Service is not required to be available in Scotland on Scottish Public Holiday, and is not required to be available in England on an English Public Holiday, and so on for Wales and Northern Ireland.
  3. **Arranging Inspection Appointments**

**Whenever possible suppliers should conduct inspections conscious of their impact on their carbon footprint in mind**

* + 1. the Authority receives an application relating to a vehicle from a Customer and decides that the vehicle requires an Inspection before the application can be processed, the Authority shall:

1. Provide the Contractor with an Inspection Request for the vehicle, detailing the particulars of the Inspection required (the Authority shall provide the Contractor with an electronic “Referral” list each Working Day or as appropriate, which is a list of the new Inspection Requests required. For each inspection this will include a unique reference number, a Case reference number (a unique case number used internally by the Authority), vehicle details and a partial postcode), and
2. Contact the Customer in writing to inform them of the Inspection requirement and their Unique Reference Number and ask them to contact the Contractor to arrange an appointment quoting their Unique Reference Number (allowing the Contractor to link the Customer to the Authority’s Inspection Request).

For consistency, “Working Days” for the purposes of this Service Specification shall be Monday to Friday excluding Public Holidays.

* + 1. The Contractor shall provide a vehicle Inspection appointment booking service to the Customer. The Contractor must, in all cases, be in receipt of the Inspection Request from the Authority before making any appointment with the Customer, in order to match the Request to the Customer. Any Inspection that is booked and/or completed without the appropriate Inspection Request will not be charged to the Authority.
    2. The Contractor shall provide an update to the Authority each Working Day of the status of each Inspection Request received, via an electronic Daily Activity Update report, as per Section 6.11.
    3. The Authority shall query any Inspection Requests where the status update has not changed for 10 or more Working Days from the date of receipt of the Inspection Request as outlined in 6.3.1.
    4. The Contractor shall provide facilities for Customers to contact them during the Service Hours specified at 6.2.3 via, as a minimum, telephone and e-mail.
    5. Charges for calls to the Contractor’s Customer telephone lines shall not exceed local call rates.
    6. Postal contact shall only be used after discussion with the Authority.
    7. Upon receiving contact from a Customer, the Contractor shall arrange an appointment date and time for a vehicle Inspection within 15 Working Days of the date the Customer first makes contact. The Contractor shall by default offer the Customer a mobile Inspection Service, and shall confirm with the Customer:

1. The proposed Inspection Location (the default should be the location where the vehicle is kept, subject to clause 6.3.8iv);
2. That the Customer has secured any and all relevant permissions for the Contractor’s Vehicle Inspector to enter (where applicable) and use the proposed Location for the purposes of inspecting the vehicle; and
3. That the vehicle’s location allows for the Inspection to be completed without undue risk to the health or safety of the Vehicle Inspector.
4. Should (ii) and/or (iii) above not be satisfied, the Customer may propose an alternative Location (e.g. a work address or nearby open space) where the vehicle may be placed temporarily for the purpose of Inspection, and where(ii) and(iii) are satisfied.
   * 1. Should the Customer be unable to provide a suitable Location for the Inspection, the Contractor must be able to provide an alternative. For information only, this has only been necessary for two Inspections since April 2015. The Alternative Location offered does not need to belong to the Contractor or their Subcontractor(s), but the Contractor or their Subcontractor(s) must have the appropriate rights to use this Location for the purposes of the vehicle Inspection.
5. The Customer shall first be offered an appointment at the Alternative Location nearest to the Customer that is available within the timeframe specified by the required Service Level (see Section 6.13)
6. If the nearest Alternative Location is not available at a date/time that is convenient to the Customer (within the SLA timeframe) the Customer shall be offered further alternatives in order of next nearest.
7. In all instances, the Alternative Location used for the Inspection shall be no more than one hour’s travelling time one-way from the location where the vehicle is stored.
8. The Customer shall be responsible for presenting the vehicle at the agreed Inspection Location, at their own cost.
   * 1. For ALL Inspections, regardless of location, the Contractor shall confirm with the Customer:
9. The agreed Inspection appointment date and time;
10. The exact location of (and, if required, directions to) the agreed Inspection Location;
11. An outline of the Inspection process indicating what the Customer can expect from the Contractor during the appointment booking process and Inspection, including a reminder by telephone or SMS message shortly before the appointment date and a call on the day of the appointment confirming an approximate time of arrival; and
12. That the vehicle is complete (i.e. not dismantled or in a state of restoration that would prevent completion of the Inspection). If the vehicle is not complete, the Customer shall be asked to contact the Authority to discuss next steps.
    1. **Travel Expenses**
       1. The Supplier’s quoted Inspection Charges should be INCLUSIVE of normal travelling expenses.
       2. In exceptional cases only, where the Contractor receives an Inspection Request where they believe the location would cause them to incur excessive travel costs above those included in the quoted Inspection Charge, the Contractor should bring this to the Authority’s attention promptly, prior to booking an appointment. This would typically be for locations that are very remote or are off GB mainland.
       3. The Authority shall consider the circumstances of the vehicle application and location involved and may, at its sole discretion, either:
13. Cancel the Inspection Request with the Contractor and Customer (on the basis that this method of obtaining the required vehicle evidence would not be the best use of public funds), or
14. In exceptional circumstances, authorise the Contractor to proceed and agree to reimburse the Contractor, at cost, for the additional (non-road) travel expenses necessary to complete that particular Inspection (“Exceptional Travel Expenses”). This would typically be for ferry crossings or flights.
    * 1. The Authority shall only reimburse the Contractor for Exceptional Travel Expenses that it has pre-authorised in writing to the Contractor, and for which the Contractor has provided to the Authority satisfactory documentary evidence of expenses incurred, in support of their invoice (e.g. original receipts or tickets).
      2. These costs will only be reimbursed via the usual invoice procedure and must be listed as a separate cost and linked to a case via the Unique Reference Number.
      3. The Contractor shall take all reasonable steps to minimise any claims for Exceptional Travel Expenses.
    1. **Conducting Inspections**
       1. Each Inspection Request from the Authority shall indicate the specific vehicle to be inspected. The Contractor shall inspect ONLY the vehicle indicated on the Inspection Request, regardless of any other vehicles present at the agreed Inspection Location when the Inspector attends the appointment.
       2. As part of the Inspection appointment the Contractor shall first consider:
15. the Inspection Location, to verify that the Inspection can be conducted without undue risk to the health or safety of the Vehicle Inspector (if not, the Contractor may choose to abandon the Inspection, having advised the Customer of the reason and asked them to rearrange the appointment), and
16. The condition of the vehicle to be inspected, to gather evidence of its condition sufficient to defend any future claims of damage against the Contractor or the Authority, including the required photographs as per Section 6.6.
    * 1. The Contractor shall not remove any items from the vehicle in the course of conducting the Inspection.
      2. The Contractor shall take all reasonable steps to ensure that their actions in conducting the Inspection do not cause any damage or alteration to the vehicle or the Inspection Location.
      3. The Contractor shall take all reasonable steps to ensure that their actions in conducting the Inspection do not adversely impact the health or safety of the Customer or the Inspector.
      4. The specific requirements for Standard and Enhanced Inspections are detailed in Sections 6.6 and 6.7 respectively.
    1. **Standard Inspections**
       1. As a guide, a Standard Inspection is expected to take approximately 20 minutes to complete at the agreed Inspection Location.
       2. For each vehicle to be inspected, the Contractor shall conduct all required checks and take all required photographs as per Section 14 &15 – for the applicable vehicle type.
       3. Further to Clause 6.6.2, the Contractor shall also check and/or photograph any additional aspects of the vehicle that the Authority may from time to time reasonably include in the Inspection Request sent to the Contractor.
       4. All photographs should relate to the vehicle inspected only, as seen on the day of the Inspection and as captured by the Vehicle Inspector during the course of the Inspection.
       5. Should the customer present any documentation that they wish to be considered to prove the authenticity of the vehicle being inspected, these should also be photographed and these photographs submitted with the report.
    2. **Enhanced Inspections**
       1. In certain circumstances the Authority will require a more in-depth Inspection, known as an Enhanced Inspection. This will require the gathering of additional information which may include but not be limited to:
17. Further physical details of the vehicle.
18. Additional photos of the vehicle.
19. Details of the environment in which the vehicle is kept.
    * 1. Each Enhanced Inspection has the same requirements as detailed for a Standard Inspection in Section 6.6, plus additional requirements on a case by case basis.
      2. The requirement for an Enhanced Inspection will be indicated via one of the following codes on the Authority’s Inspection request:
20. E1 = Enhanced Inspection (Half Day rate)
21. E2 = Enhanced Inspection (Full Day rate)
    * 1. As a guide, an Enhanced Inspection (including the Inspector’s round trip travel time) is expected to take up to half a day or up to a full day, depending on the travel distance involved.
      2. Where the Authority identifies a potential requirement for an Enhanced Inspection, the Authority shall first liaise with the Contractor to determine the location of the nearest suitable Inspector to the Customer. The Authority shall then determine the choice of Half or Full Day rate by using an online mapping service (such as Google Maps) to calculate the approximate mileage by road between the postcodes of the vehicle Inspector and the Customer’s address on record, as follows:
22. Half Day rate (E1) shall apply if the round trip is 150 miles or less;
23. Full day rate (E2) will be applied if the round trip is greater than 150 miles.
    * 1. The Inspection type shall be kept confidential by the Authority and the Contractor. Under no circumstances shall the Customer be informed that their Vehicle Inspection is anything other than the Standard type.
      2. The additional information required by the Authority to be gathered by Inspection will differ from vehicle to vehicle. The Authority shall detail these specific requirements using:
24. The specific Inspection Request, and
25. A telephone briefing between the Authority’s Criminal Intelligence Officer (CIO) and the Contractor’s Enhanced Inspector prior to the Inspection appointment.
    * 1. The Contractor shall provide to the Authority the additional information gathered by the Enhanced element of the Inspection using:
26. The Inspection Report, and
27. A telephone de-briefing between the Contractor’s Enhanced Inspector and the Authority’s CIO, within 3 Working Days following the completed Inspection.
    1. **Special Exercises**
       1. From time to time the Authority may have an ad-hoc requirement for the Contractor to carry out a “Special Exercise.” This may entail modifying the processes, checks, duration or any other feature of some or all Inspections, for a limited period of time.
       2. As and when any new requirements for a Special Exercise arise, the Parties shall jointly discuss and agree a mutually-acceptable means of achieving any such reasonable requests by the Authority within the Scope of this Agreement, including the mutual agreement of any associated costs or resource implications.
       3. If any temporary change made to the Inspection Service to satisfy a Special Exercise requirement should subsequently become a long-term or permanent requirement, this shall be incorporated into this Service Specification using the formal contract variation process specified in the Conditions of Contract referenced at Section 1.
    2. **Inspection Findings**
       1. The Contractor shall record the findings of each requested Inspection and return them electronically to the Authority as specified at Section 6.11.
       2. In addition to the checks requested by the Authority, the Contractor is encouraged to report any additional information uncovered during the course of the Inspection that in the Contractor’s determination could assist the Authority in its consideration of the status of the vehicle, or in its determination of the eligibility of the vehicle to complete the relevant transaction.
       3. Where, during the course of an Inspection, the Contractor in its sole discretion considers that the vehicle being inspected is in a dangerous condition, or in a location where it may not be safely inspected, the Contractor shall terminate the Inspection immediately, advise the Customer, and indicate the details of the abandoned Inspection on the corresponding Inspection Report. If the vehicle is incomplete, the Contractor should continue the inspection process, as long as it is safe to do so, completing the Inspection Report as far as is possible but indicating the fact that the vehicle is incomplete and provide details ( e.g. what was missing or incomplete on the vehicle at the time of inspection).  Photographs, if safe to take, shall be submitted to the Authority as evidence supporting the Inspector’s decision.

For the purposes of MI, (Management Information) an appointment that is terminated as a result of the vehicle being incomplete will not be classed as an “abandoned appointment”

* + 1. Under NO circumstances shall The Contractor or its appointed subcontractor(s) disclose to the Customer ANY Inspection findings, whether whole or partial. Contractor Personnel faced with queries from Customers regarding Inspection findings should advise Customers that the Authority will formally notify them of the Inspection outcome in due course.
    2. The report MUST be completed solely by the engineer appointed by the Contractor to carry out that inspection. Should the customer be insistent that they wish to make any comments, these must be recorded separately by the engineer in the Customer Comments section. Under no circumstances should the customer complete this themselves.
    3. It is essential that the Contractor ensures that reports are complete and all photographs meet the required standard before submission. Should an incomplete report be submitted, or photographs not meet the required standard, the Authority will request the inspection to be repeated free of charge.
  1. **Staffing and Customer Service Requirements**
     1. The Contractor shall provide a sufficient level and quality of resource throughout the duration of the Service in order to consistently deliver a quality service to Customers and the Authority in accordance with the specified Service Levels.
     2. The Contractor shall ensure that Contractor Personnel adhere to Annex 3 – Code of Conduct at all times in performing the Services and shall operate a robust performance management process for all Contractor Personnel.
     3. Upon the Authority’s request, the Contractor shall provide evidence of ongoing proactive staff performance management activity, including but not limited to annual performance reviews.
     4. The Contractor shall ensure a structure is in place to immediately and effectively communicate changes to business processes and legislation to relevant Contractor Personnel.
     5. The Contractor shall ensure that any inappropriate activities and/or risks associated with the conduct of Contractor Personnel occurring during the course of the provision of the Service are reported immediately to the Authority’s Contract Owner. This includes but is not limited to circumstances where there is any actual or perceived fraud, misconduct or other irregularity.
     6. Prospective Contractors should note that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to their tender. The incumbent Contractor currently providing this Service has indicated that TUPE is likely to apply in this case and has provided the anonymised data of their personnel who are potentially in-scope at Schedule 7 (Staff Transfer) in the ITT Pack
  2. **Reporting Requirements**
     1. In all Reports that refer to INDIVIDUAL vehicles, Inspections or appointments, the Contractor shall include for tracking purposes:

1. the Unique Reference Number from the Authority’s Inspection Request;
2. the Case number from the Authority’s Inspection Request; and
3. the VRN and/or VIN of the vehicle, whichever is available.

The Contractor shall produce the following Reports and provide them to the Authority electronically in a common standard format that is easily capable of manipulation (such as Excel spreadsheet or CSV file):

In line with legislation, data should only be retained for as long as is necessary to achieve the purpose for which it was collected. Once it is no longer required the personal data should be deleted

However, non-personal data such as statistics can be retained, providing individuals cannot be identified from such data. This will facilitate the creation of reports.

1. **Standard Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Report Name** | **Frequency** | **Timescale** | **Content** |
| Inspection Findings | Per Inspection attended | Within 3 Working Days of Inspection completion | Photographs and Data as per Sections 14 & 15  These reports should be typed for submission. |
| Daily Activity Update | Daily (each Working Day) | by 10:30 | For the previous Working Day (or day the service was in use if weekends are offered):   * New Inspection Appointments booked, including date & time; * Changes to existing booked Inspection Appointments (including new date & time); * Inspections completed; * Completed Inspections for which a completed and quality-checked Inspection Findings Report has been submitted to the Authority; * Inspection Requests for which the Customer has indicated they now wish to withdraw their application; * Inspection Requests that cannot be actioned because the Customer was not contactable after 3 days of contact attempts; * Inspection Requests for which the Customer was unable to accept any offered appointment within the SLA timescale, along with their reason; * Booked Inspections that could not be completed, including the reason why, chosen from the following list: * Customer failed to attend arranged appointment; * Customer cancelled arranged appointment; * Contractor cancelled arranged appointment; * Inspector unable to inspect the vehicle; * Customer cancelled arranged appointment within 24 hours of booked appointment time; * Authority cancelled appointment. * Inspection Requests currently awaiting the booking of an appointment. |
| Quarterly Appointment Summary | Quarterly | by end of Mar/Jun/Sept/Dec | For the previous quarter:   * number of Inspection requests received from by the Authority; * number of new appointments booked; * number of Inspections completed including, so that the Authority can calculate carbon emissions: * Mileage travelled to carry out each inspection * Vehicle used by the Contractor for each inspection: * number of Inspection Requests that could not be actioned because the Customer was not contactable after 3 days of contact attempts; * number of booked Inspections that could not be completed, including subtotals for the following reasons: * Customer failed to attend arranged appointment; * Customer cancelled arranged appointment; * Contractor cancelled arranged appointment; * Inspector unable to inspect the vehicle; * Customer cancelled arranged appointment within 24 hours of booked appointment time; * Authority cancelled appointment. |
| Monthly Performance Summary | Monthly  by 5th of each month  (retrospective) |  | For the previous calendar month:   * For each Key Performance Indicator, the performance achieved that month against its target as per Section 6.13 * Details of all Service Failures that occurred during that month, including for each failure: * The Unique Reference Number and CaseNumber; * Which KPI has not been achieved; * The underlying cause; * the action being taken to reduce the likelihood of recurrence; * Whether it was a Repeat Failure; * Whether it was resolved, and when; * If still unresolved at the time of reporting, the latest progress update; * Any lessons learned * The corresponding Service Credit to be applied. * The total Service Credits to be applied for that month’s performance; * A rolling total of the number of Service Failures that have occurred and the amount of Service Credits that have been incurred by the Contractor over the past six (6) months; |
| Daily Complaints Received | Daily (each Working Day)  by 10:30 |  | For the previous Working Day (or day the service was in use if weekends are offered):   * List of Customer complaints received, including for each: * The VRN, VIN or Authority case ref; * High level subject matter of the complaint, including the category chosen from: * Availability of preferred inspection date/time * Conduct/professionalism of Inspector * Conduct/professionalism of office staff * Appointment booking process * Alleged damage to vehicle and/or property * Other |
| Quarterly Complaints Summary | Quarterly  by end of Mar/Jun/Sept/ Dec |  | For the previous quarter:   * Number of complaints received, broken down by subject matter category (as above) |
| Complaints Log | Ongoing (rolling) | Updated as each new complaint is received, updated or closed | For each complaint received:   * The VRN, VIN or Authority case ref; * The date received & responded to; * the remedial action taken; * Any lessons learned and how they have been (or will be) implemented. * Any compensation payment offered and/or made to the customer * NB Any complaints relating to the processing or personal data must be highlighted on the Log |

1. **Ad-hoc Reports**
   * 1. The Contractor shall have the flexibility to produce and provide to the Authority any other non-Standard Reports as may be reasonably requested by the Authority from time to time.
   1. **Complaints & Correspondence**
      1. Upon being made aware that a Customer is dissatisfied with the performance of the Services, the Contractor shall take reasonable steps to resolve the Customer's concerns immediately. If the Contractor Personnel are not able to resolve the issue, they shall provide the Customer with the relevant complaints handling procedures and points of contact.
      2. The Contractor shall ensure it has in place an efficient and effective methodology for complaints handling and dispute management in order to support a consistently positive Customer experience.
      3. The Contractor shall advise the Authority immediately of any significant issue or occurrence in its performance of the Service which it reasonably expects may generate a Complaint, attract regulatory or press attention, or otherwise negatively impact the image or reputation of the Authority or the Contractor.
      4. The Contractor shall refer any Customer queries or complaints about the selection process for determining that a vehicle requires an Inspection to the Authority for the Authority to respond.
      5. For all other Customer queries or complaints regarding Vehicle Inspections not covered by 6.12.4:
2. If received by the Contractor, the Contractor shall acknowledge receipt in writing to the Customer within 1 Working day of receipt. The Contractor shall then issue a full written response to the Customer directly within 10 Working Days of receipt and shall report all instances to the Authority in accordance with the Reporting Requirements at Section 6.11. The Contractor shall provide the Authority with a copy of their full written response on the same day the response is issued to the Customer; or
3. If received by the Authority, the Authority shall request a contribution from the Contractor to inform its response, which the Contractor shall provide in writing within 3 Working Days of the Authority’s request. The Authority shall then respond to the Customer directly.
   * 1. The Contractor shall investigate thoroughly all complaints received or referred to them for a contribution and shall issue an accurate and proportionate written response in each instance.
     2. Where a customer claims that their vehicle or property has been damaged by the Contractor in the course of an inspection appointment, the Contractor will investigate in line with their standard complaints procedure and be liable for any compensation costs.
     3. The Contractor shall respond in writing to all queries from the Authority within 3 Working Days, There may be some limited circumstances where an urgent reply may be required more quickly, in this event the Contractor will be required to work with the Authority to meet the required timescale as specified.
     4. The Authority is obliged to respond to ad-hoc Ministerial and other official queries (“Official Correspondence”) within strict timescales, for which a contribution from the Contractor may be crucial. In such cases, the Contractor shall provide such contributions in writing within the timescale agreed with the Authority at the point of request.
   1. **Service Levels**

Please see Schedule 10 (Service Levels in the ITT Pack)

**6.14 Social Value Considerations**

Please see Schedule 26 (Sustainability) of the ITT Pack

The Social Value Act (2012) requires contracting authorities to consider social

value when procuring services, by taking, into account the additional social benefits that can be achieved in the delivery of its contracts. It has been identified that Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts applies to this procurement.

Using policy outcomes aligned with Government’s priorities, a weighting of **10%** of the overall score for this requirement isdedicated to social value criteria.

The social value theme for this requirement is **Wellbeing**, which requires Tenderers to demonstrate how, in the delivery of this contract, they can assist the DVLA in delivering the policy outcome of **Improving health and wellbeing.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Social Value Evaluation Requirements = 10%** | | | |
| **Theme 5: Wellbeing** | | **Policy Outcome: Improve health and wellbeing** | |
| **Model Evaluation Question**  Describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:  ● your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and  ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:  ○ timed action plan  ○ use of metrics  ○ tools/processes used to gather data  ○ reporting  ○ feedback and improvement  ○ transparency | **Model Award Criteria (MAC)**  Effective measures to deliver any/all of the following benefits through the contract:  Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce. | **Sub-criteria for MAC:**  **Support health and wellbeing in the workforce**  Activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.  ● Inclusive and accessible recruitment practices, development practices and retention-focussed activities including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.  ● Actions to invest in the physical and mental health and wellbeing of the contract workforce. **Illustrative examples**:  ○ implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just ‘following the recommendations.  ○ public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework.  ○ engagement plans to engage the contract workforce in deciding the most important issues to address.  ● Methods to measure staff engagement over time and adapt to any changes in the results.  ● Processes for acting on issues identified. | **Reporting Metrics**  ● Number of the workforce including the overall percentage, of the workforce under the contract to have engaged with the measures to improve the physical and mental health and wellbeing of employees.  ● Number of the workforce including the overall percentage, under the contract to have engaged with the 6 standards in the Mental Health at Work commitment.  ● Number of the workforce including the overall percentage, under the contract to have engaged with the mental health enhanced standards, for companies with more than 500 employees, in Thriving at Work |

**6.15 Modern Slavery Considerations**

**Please see Schedule 26 of the ITT Pack**

6.15.1 Modern Slavery Assessment Tool (MSAT)

The MSAT is a modern slavery risk identification and management tool. This tool has been designed to help public sector organisations work in partnership with suppliers to improve protections and reduce the risk of exploitation of workers in their supply chains. It also aims to help public sector organisations understand where there may be risks of modern slavery in the supply chains of goods and services they have procured.

Please note that the successful supplier, as part of the contract, may be requested to complete the MSAT and, where appropriate, work with the DVLA in resolving any issues identified. If completion of the MSAT is required, the Commercial Advisor will instruct as appropriate. suppliers who have previously completed the MSAT for another Government body may share their results with the DVLA.

The requirement to complete and assess the MSAT at appropriate intervals throughout the lifecycle of the contract may also form part of the Contract Management process.

In addition to completing the MSAT, and depending on the outcome of this assessment, it may be necessary for the DVLA to work with the successful supplier to undertake a supply chain mapping exercise to have a more informed position of any modern slavery risks within the wider supply chain beyond first tier/prime supplier. Such an exercise may also cover wider compliance with all relevant social, ethical and legal requirements of first tier/prime suppliers and their supply chain.

For further information on the MSAT and registration process, please visit:

<https://supplierregistration.cabinetoffice.gov.uk/msat>

* 1. **– Continuous Improvement**

**Please see Schedule 11 – Continuous Improvement**

6.16.1 The Contractor shall throughout the contract Term:

1. apply a continuous proactive process to identify potential Improvements to the efficiency or effectiveness of its delivery of the Services; and
2. assess the viability of any proposals made by the Authority for potential Improvements to the Services.
   * 1. The Contractor shall report on Continuous Improvement changes at least quarterly via the Performance Review meetings, including:
3. Any new potential Improvements;
4. Progress of any Improvements currently being implemented; and
5. Benefits being obtained from any Improvements already-implemented.
   * 1. Potential Improvements may include but not be limited to changes in business processes or ways of working that would enable the Services to be delivered at lower cost and/or at greater benefit to the Authority.
     2. Where the implementation of any proposed Improvements is agreed between the Authority and the Contractor, any changes necessary to facilitate their delivery shall be implemented via the contract Variation procedure specified in the Conditions of Contract.

## 7. Quality Assurance Requirements

The Supplier shall maintain quality throughout the contract in accordance with their quality

management system such as ISO 9001 or equivalent certification. Please provide details and copies of all relevant up to date certification.

7.1 The Contractor shall quality assure 100% of data, reports and photographs in advance of supplying to the Authority including, but not limited to, ensuring that the following quality standards are met:

1. All required data fields are populated;
2. All data supplied is valid and up to date;
3. The meaning of any text supplied is clear and understandable;
4. All required photographs are available;
5. All photographs clearly show:
   * the required aspects of the vehicle, fully within frame (i.e. with no part cut out of frame), and
   * any text or numbers that were legible to the Inspector’s eye captured so as to be readable from the photograph;
6. Photographic evidence supports (i.e. does not contradict) the contents of any report supplied, and vice versa;
7. All reports and photographs are clearly and appropriately labelled for ease of identification, with photographs linked to their corresponding report using the Unique Reference Number and/or Case Number.

**7.2 Contractor audit activity:**

7.2.1 The Contractor shall audit all aspects of service delivery at least once per year in accordance with their risk profiles to ensure compliance with this Service Specification.

* + 1. The Contractor shall provide written evidence of its audit findings to the Authority on request, including appropriate remedial action plans to address any issues identified by audit.
  1. **Authority audit activity:**
     1. The Authority reserves the right to visit the Contractor’s premises up to twice per year, subject to appropriate notice, to audit the Contractor’s compliance with the data retention requirements.
     2. During such visits the Authority shall audit any information related to a sample, of the Authority’s choosing, of up to 5% of Inspection requests for the preceding 12 months.
     3. The Contractor shall provide the Authority with such access to premises, systems and records (both soft and hard copies) as is appropriate to facilitate such audits.
     4. Where practical the Parties shall seek to combine such audit visits with the routine Performance Review meeting.

## 8. Other Requirements

**8.1 Information Assurance**

**Removable Media**

Tenderers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Supplier Staff to take data off site in electronic format, the DVLA will consider if it is appropriate to supply an encrypted hard drive.

**Security Clearance**

**Level 1**

Tenderers are required to acknowledge in their response that any Supplier Staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff.

**Level 2**

The supplier is required to confirm that Baseline Personnel Security Standard clearance (BPSS) is held for any supplier staff that will have:

* access to or will process DVLA (customer or staff) data or information
* access to the DVLA site to provide routine maintenance
* access to the DVLA site and DVLA systems

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 BPSS verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. The supplier is required to provide evidence of relevant supplier staff clearance in their response.

**Processing Personal Data and Data**

Please note that the successful tenderer as part of the contract agrees to comply with all applicable requirements of UK Data Protection Legislation (including UK GDPR) and all applicable Law about the processing of personal data and privacy.

Delivery of this contract will require the supplier to process Personal Data (as defined in the GDPR) on the DVLA’s behalf. The supplier will process Personal Data only on the DVLA’s documented instructions, as set out in Appendix 8(Processing Data).

**Processing of Government Data**

This contract will require the successful tenderer to process Government data on DVLA’s behalf. The successful tenderer will be required to complete a Statement of Assurance Questionnaire (SoAQ) prior to formal contract award and before any processing of data commences in relation to this contract, to satisfy DVLA that its data will be appropriately protected. The SoAQ is included as part of the ITT as an Appendix. 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.

Tenders 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 DVLA will work with the successful tenderer 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. DVLA may also audit suppliers to validate the responses and evidence provided in the Questionnaire.

**Information Supply Chain**

Tenderers are required to confirm how DVLA Data will be securely managed at each stage of the Information Supply Chain. This applies to both Successful suppliers and Subcontractors. Retention schedules will need to be defined and agreed prior to award of 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.

Tenderers must indicate in their response whether any DVLA data supplied as part of the contract, would be offshored. If so, tenderers 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 tenderer proposes to offshore any DVLA 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 tenderer 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 DVLA sourced data must be disposed of securely on the DVLA Site.

**Cyber Security**

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 tenderers 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 commencement of the required services/deliverables; **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 tenderer 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 commencement of the required services/deliverables. This will be through the completion of the Statement of Assurance Questionnaire (SoAQ).

The successful tenderer 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**

DVLA’s Contract Owner will work with the successful tenderer to implement any information sharing or data sharing procedures and associated DVLA 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 DVLA through the Data Sharing Clearance Process, managed by the Information Assurance & Governance team (IAG).

The Supplier will submit any requirements for information / data sharing via the Contract Owner to the DVLA 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 DVLA and the Supplier 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 specification document.

**8.4 Sustainability**

DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns to the Greening Government Commitments which state we 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.”

DVLA 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>

DVLA requires the Supplier to confirm their understanding and acceptance of each point **8.4.1 – 8.4.10** and supply information if it has been requested.

* + 1. The Supplier shall comply with DVLA’s Environmental Policy.
    2. Where appropriate, the Supplier shall assist DVLA in achieving its [Greening Government Commitments](https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025) i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced.
    3. The Supplier shall ensure its own supply chain does not have any negative environmental or social impact.
    4. The Supplier shall be able to evidence continual environmental improvements in their own organisation (ideally through a certified EMS, i.e. ISO 14001).
    5. If requested, the Supplier shall be able to provide data on carbon emissions related to the products / services being supplied to aid with scope 3 emission calculations.
    6. The Supplier shall provide the specified goods / services without the use of single use plastic in line with Government commitments.
    7. If possible, the Supplier shall provide their sustainability or environmental policy.
    8. The Supplier shall promote resource efficiency and waste avoidance, to reduce waste arising and consumption of natural resources. Any waste shall be disposed of correctly and in accordance with the waste hierarchy and duty of care, and any applicable legislation.
    9. The Supplier shall continually aim to travel sustainably whilst conducting DVLA business.
    10. The Supplier shall be committed to reducing their carbon emissions in line with per year.

**8.5 Health and Safety**

DVLA 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.

All Supplier Staff working in the DVLA 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 DVLA. 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, suppliers 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 suppliers, and passing relevant information to local line management and staff. Supplier’s safety performance will be monitored and checked as part of normal contract management.

The supplier of service should have a Health and Safety Policy and have risk assessments (RA’s) for the service that they are carrying out.  They should also be trained and competent in the area of service being provided, and their engineers/employees should have received H&S training. The supplier’s H&S policy, risk assessments, and competency documents should be readily available for DVLA to see and review.

Tenderers should:

Have an appointed competent person responsible for H&S, details to be made available to DVLA on request

* Have emergency arrangements and plans for their goods/product/service, and observe DVLA’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 DVLA site should be reported immediately to the DVLA’s Health and Safety Team
* Communicate with DVLA on any health and safety matter or issue in relation to the contract/product/supply of goods or service, notifying DVLA of any Health and Safety hazard, which may arise in connection with its supply of goods, products, or services
* Indemnify DVLA 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 DVLA
* Have suitable and sufficient insurance cover for all business/products/services supplied/that are provided to DVLA
* 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 DVLA on request
* Provide suitable and sufficient health and safety training, information and instruction for all its employees/contractors/subcontractors. Records to be made available on request
* Engage with DVLA’s Security/Estates Management Group to arrange access to all DVLA premises/buildings

Comply with all vehicle and driver legal requirements and DVLA policies whilst driving on premises or conducting business for DVLA

**8.6 Estates**

* All contractors visiting DVLA will be booked in via the relevant pass offices (main site or Richard Ley Development Centre) and adhere to the pass off procedures.
* Contractor’s visiting DVLA will adhere to agency and security policies.
* Any equipment hired/used has been tested and inspected- and is safe to use – supplier to have insurances/evidences of this.
* All contractors visiting DVLA will be made aware of emergency procedures in the event of an emergency.

**8.7 Diversity and Inclusion**

The Public Sector Equality Duty (PSED) is a legal requirement under the Equality Act 2010. The Equality Duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day-to-day work – in shaping policy, in delivering services, and in relation to their own employees. DVLA is committed to encouraging equality, diversity and inclusion within our workforce and against unlawful discrimination of employees, customers and the public. We promote dignity and respect for all and will not tolerate bullying, harassment or discrimination by staff, customers or partners we work with. Everyone working for us and with us, as partners in delivering our services, has a personal responsibility for implementing and promoting these policy principles in their day- to-day transactions with customers and our staff.

Suppliers working with our DVLA customers on our behalf should be aware of their expected standards of behaviour and treat everyone fairly and without discrimination as per Equality Act 2010 & PSED.

A full copy of our Equality, Diversity and Inclusion Policy is at Annex 2

**8.8 Business Continuity**

**Please see Schedule 14 (Business Continuity and Disaster Recovery) of the ITT Pack**

suppliers shall provide a statement regarding the scope of their Business Continuity and Disaster Recovery Plans to protect the Agency from the consequences of business interruptions.

**8.9 Procurement Fraud**

Please see Invitation to Tender of the ITT Pack Appendix 10 - DfT Counter Fraud, Bribery, Corruption and Ethical Procurement Statement

Please see also Annex 4 for DVLA’s policy.

**8.10 Use of DVLA Brands, Logos and Trademarks**

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

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

**8.11 Welsh Language Scheme Requirements**

The contract will require the contracted Supplier to deliver services to the public in Wales, on behalf of the DVLA. Consequently, the requirements of the Welsh Language Scheme (Annex 1) will apply.

Further guidance/information can be obtained by contacting DVLA’s Welsh Language Policy Team on [UnedyGymraeg@dvla.gov.uk](mailto:UnedyGymraeg@dvla.gov.uk)

## 9. Management and Contract Administration

**Please see Schedules 13 and 29**

* 1. The Contractor and the Authority 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 and by conference call on all other occasions. There will be no cost to the Authority for the Contractor’s attendance at any Performance Review meeting.
  2. Performance Review meetings shall include as a minimum a review of, for the previous Quarter:

1. the Contractor’s performance against the agreed Service Levels (see Section 6) Performance Failures, progress against proposed corrective actions, and Lessons Learned ;
2. risks and issues relating to the Service;
3. Continuous Improvement activities; and
4. The ongoing Complaints Log.
   1. 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. |
| Acco**u**nt Manager | Contractor |
| Commercial Advisor | Authority | * Contractual queries or changes; * Escalation of contractual issues. |
| Commercial Manager | Contractor | * Contractual queries or changes; * Escalation of contractual issues. |
| Data Protection Officer | Contractor | * Discussion of security controls protecting DVLA information in this service * Contact point for Data Incidents |

* 1. A Contractor representative shall be available to provide support to the Authority on operational and financial queries Monday – Friday during the Authority’s working hours of 08:30 – 16:30 (excluding Bank Holidays).
  2. The Contractor shall provide a detailed implementation plan. This shall include but not be limited to:
* Communications
* Training (encompassing both Contractor staff and any training necessary for the Authority if appropriate)
* Milestones; and
* Milestone Dates.
* Demonstrate how this implementation plan will provide an effective transition from the current service providers to the new contracted service.
* TUPE
  1. The Contractor 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.
  1. The Contractors 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.
  2. After Contract commencement the Contractor 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
  1. The Contractor shall ensure all minutes of meetings are recorded, agreed and distributed electronically to the appropriate persons within five Working Days after the meeting.
  2. 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
  3. The Contractor shall prepare and maintain a contract and operational risk register in accordance with Authority’s instructions. The Contractor 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 Contractor and the Authority.
  4. The Contractor shall advise the Authority immediately of any material issues which it would reasonably expect may generate complaints or receive regulatory or press attention.
  5. The Contractor shall ensure fully robust staffing and disciplinary procedures are in place and are applied for all Contractor personnel.

10. Sub-contracting to Small and Medium Enterprises (SMEs)

**Please see Schedule 27**

1. 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 our [**website**](http://www.dft.gov.uk/about/doing-business-with-us) for further information).
2. To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.
3. If you tell us you are likely to sub-contract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.

11. Invoicing

* 1. The Contractor shall invoice the Authority for the Services monthly, in arrears. That is, by the end of each calendar month, the Contractor shall invoice the Authority for the agreed and authorised Charges for the Services carried out by the Contractor during the calendar month immediately prior.
  2. Proposed invoice data as per Clause 9.6 must first be sent to the Performance Team at the Authority, by email (address to be provided) for approval. Only once this has been checked and confirmed that the invoice is correct, should the Contractor send the invoice to the address below for payment. Any corrections that are identified by the Performance Team and agreed with the Contractor must be completed before the invoice is submitted for payment.
  3. The Contractor shall comply with the DVLA standard Invoicing Procedures detailed below:

|  |
| --- |
| **DVLA Invoicing Procedures**   1. All invoices and/or credit notes must be an original document. 2. **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.** 3. 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**: [ssainvoice@sharedservicesarvato.co.uk](mailto:ssainvoice@sharedservicesarvato.co.uk)  **Postal Address:** Shared Services arvato 5 Sandringham Park Swansea Vale  SA7 0EA   1. 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. 2. 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. 3. 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. 4. A 10Mb maximum file size per email is applicable. 5. If the e-invoice is encrypted, this could result in the invoice being blocked by arvato email security filters. 6. 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. 7. You should not provide goods or services without receipt of a valid Purchase Order. 8. Do not undertake new work or supply goods or services in excess of the original Purchase Order Value. 9. 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. 10. 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. 11. Identify the business unit the invoice or credit note relates to e.g. DVLA. 12. **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 supplier.**   **All supplier 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, we will need written official correspondence. Please notify Shared Services arvato as soon as possible:  **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**   1. 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. DVLA. 2. 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. 3. You should quote the service ticket number in any follow up conversations. 4. 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. 5. 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. 6. If a response from Shared Services arvato is required, one will be provided to you within 10 working days. 7. 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)   1. 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). |

* 1. The Contractor shall ensure that each invoice submitted to the Authority contains the following minimum information:

1. The total charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Authority under the terms of the Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
2. Details of any Service Credits or similar deductions that shall apply to the charges detailed on the invoice;
3. A contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries;
4. The Service period (date range) to which the invoice applies;
5. The itemised cost for each Chargeable Inspection Appointment (as per Section 9.8 "Chargeable Services”) that occurred within the invoice period, including for each the Unique Reference Number, the Case number and the type of charge;
6. any other itemised costs relating to any Inspection which must be agreed in writing in advance of invoicing;
7. The banking details for payment to the Contractor via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
   1. The Authority shall reconcile each valid Contractor Invoice received against the management information it holds and shall pay the Contractor Charges for Services that were delivered in accordance with this Service Agreement only.

12. Chargeable Services

* 1. The chargeable elements of the Services are detailed in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Charge** | **Vehicle Category** | **Forecast volume range\***  **(Chargeable Inspection Appointments per year)** | |
| **Great Britain** | **Northern Ireland (subject to Section 6.1)** |
| Standard Inspection | Private Light Goods | 5,766 | 154 |
| HGV | 120 | 12 |
| Tractor | 10 | 12 |
|  | Trailer | 12 | 0 |
| Enhanced Inspection E1 (Half Day) | All | 10 | 0 |
| Enhanced Inspection E2 (Full Day) | All | 10 | 0 |
| TOTAL |  | 5928 | 178 |

\*Please note these volumes are forecasts, please be aware that the DVLA does not guarantee any specific volumes.

* 1. The Contractor shall provide their costs against the forecast volumes by populating the Pricing Schedule at Annex 6 to enable the Authority to estimate the overall Contract Value.
  2. The specific Charges for the Service shall be as per the populated and agreed version of the Pricing Schedule at Annex 6.
  3. Charges are the SAME regardless of geographical location, except where the Contractor is entitled to claim for additional Exceptional Travel Expenses, as defined at Section 6.4.
  4. Volumes and Charges for Northern Ireland shall ONLY apply if the optional Northern Ireland expansion has been invoked as per Section 6.1.
  5. All Inspection Charges are the SAME regardless of the day of the week. For the avoidance of doubt, this means that no premium can be charged where the Service is offered on weekends. See Section 6.2 for clarification on Service requirements for Public Holidays.
  6. The table below defines the circumstances in which the Charges shall apply (“Chargeable Inspection Appointments”) and the circumstances in which the Charges shall not apply (“Non-Chargeable Inspection Appointments”):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Inspection Appointment Type** | **Description** | **Chargeable Inspection Appointment?** | **Charging basis** | **Evidence required from Contractor** |
| Completed Inspection | A fully completed Vehicle Inspection | Yes | Charge per instance | Completed Inspection Findings Report & Photographs, as per Section 6.9 |
| Abandoned Appointment | A booked Inspection Appointment where the Vehicle Inspector attended at the agreed time and location but could not start or could not complete the Inspection, due to circumstances beyond the reasonable control of either the Contractor or the Authority.  Examples include but are not limited to:   * Customer not available at the agreed appointment location and/or time; * Vehicle not available at the agreed appointment location and/or time; * Agreed location found to be (or became) unsafe or inaccessible; * Unforeseen emergency interruption to Inspection. | Yes | Charge per instance | One or more of the following, as appropriate to the individual circumstance:   * appointment booking confirmations and corresponding cancellation correspondence; * photographs showing the Vehicle Inspector’s attendance at the agreed time and location (where applicable) and showing the vehicle (if present) and the environment in which it is stored; * written statement from the Vehicle Inspector; * any other relevant evidence as may be reasonably requested by the Authority. |
| Short-Notice Cancellation | A booked Inspection Appointment that is cancelled by either the Authority or the Customer within 24hrs of the booked appointment time | Yes | Charge per instance | As for Abandoned Appointments |
| Contractor Cancellation | A booked Inspection Appointment that is cancelled by the Contractor, at ANY time | No | None | None |
| Cancellation with notice | A booked Inspection Appointment that is cancelled by the Customer or the Authority with more than 24hrs notice from the booked appointment time | No | None | None |
| Re-visit | Subsequent visit to complete an Inspection, if for any reason a re-visit is necessary including if the submitted report is incomplete or photos do not meet the required standard (Charges are per fully completed Inspection, not per visit). | No | None | None |

* 1. For each Short-Notice Cancellation or Abandoned Appointment, the Contractor shall provide evidence to the Authority for authorisation of the corresponding Charge prior to invoicing, as detailed in the table at 22.7. In the absence of satisfactory evidence the Authority reserves the right to refuse such authorisation at its sole discretion in which case the Contractor shall not invoice the Authority for that Charge.
  2. For information only, historically Short-Notice Cancellations and Abandoned Appointments combined account for an average of 1.3% of the Volumes indicated at 22.1, equating to a total of approximately 65 per year.

13. Training / Skills / Knowledge Transfer

* 1. Where it will be necessary for Authority Personnel to access or use any Contractor-provided system(s) to receive any part of the Contractor’s Service provision, the Contractor shall provide relevant training to Authority Personnel to enable this, at no additional cost to the Authority.
  2. The Contractor shall ensure that all Contractor Personnel have the appropriate competency, proficiency, capability and experience to deliver the Services in accordance with the Requirements and the Service Levels. For the avoidance of doubt, no specific formal technical qualifications are required for Vehicle Inspectors.
  3. The Contractor shall ensure that all Contractor Personnel receive proactive, appropriate and timely training on all relevant aspects of Service delivery to enable them to demonstrate capability to carry out their role consistently to the required level of quality.
  4. Upon the Authority’s request, the Contractor shall provide evidence of ongoing staff training plans and their delivery.
  5. The Contractor shall provide continuous investment in relevant skills, learning and development for Contractor Personnel.

14. Documentation

* + 1. The following photographs shall be taken during each Standard Inspection and submitted as a word document. Photographs of the VIN Plate/Type Approval sticker must be taken both with and without a UV torch shining on the plate. The UV light source must be 365nm wavelength.

|  |  |  |  |
| --- | --- | --- | --- |
| Aspect to be photographed | Vehicle type applicable to | | |
| ALL vehicle types | All Vehicle types EXCEPT motorcycles and tricycles | Motorcycles and tricycles ONLY |
| Front of vehicle, including any number plate | X |  |  |
| Rear of vehicle, including any number plate | X |  |  |
| Nearside side of vehicle | X |  |  |
| Offside side of vehicle | X |  |  |
| Vehicle odometer  (showing recorded mileage where visible) | X |  |  |
| EACH identifying mark visible on the vehicle (including VIN or frame number) | X |  |  |
| Vehicle engine number (where visible) | X |  |  |
| Any additional photos of specific aspects of the vehicle that the Authority may reasonably request (to be itemised per vehicle on the Authority’s Inspection Request where required) – see Clause 6.6.3 | X |  |  |
| Front interior of vehicle |  | X |  |
| Rear interior of vehicle |  | X |  |
| Interior of vehicle engine compartment |  | X |  |
| Interior of vehicle boot |  | X |  |

* + 1. The following checks shall be conducted during each Standard Inspection:

|  |  |  |  |
| --- | --- | --- | --- |
| Item to inspect | Vehicle type applicable to | | |
| ALL vehicle types | All Vehicle types EXCEPT motorcycles and tricycles | Motorcycles and tricycles ONLY |
| Make | X |  |  |
| Model | X |  |  |
| Colour | X |  |  |
| Number of seat belts | X |  |  |
| Mileage according to vehicle odometer | X |  |  |
| Registration number at front of vehicle | X |  |  |
| Registration number at rear of vehicle | X |  |  |
| Is the registration number displayed correctly in accordance with Annex 3 – VEHICLE REGISTRATION NUMBERS & NUMBER PLATES | X |  |  |
| Engine make | X |  |  |
| Engine serial number | X |  |  |
| Is the engine number stamped in | X |  |  |
| Is the engine new or used | X |  |  |
| Is the engine is the original component of the vehicle | X |  |  |
| Transmission type (manual or automatic) | X |  |  |
| Is the transmission new or used | X |  |  |
| Is the transmission is the original component of the vehicle | X |  |  |
| Number of axles | X |  |  |
| Number of wheels | X |  |  |
| Vehicle Identification Number (VIN) (or chassis or frame number depending on vehicle age) | X |  |  |
| Is the VIN / chassis / frame number stamped in | X |  |  |
| If the VIN / chassis / frame number is a stamped plate, does the plate appear to have been tampered with | X |  |  |
| Does the VIN / chassis / frame number correspond to the age of the vehicle | X |  |  |
| Is the vehicle serviceable in its current state | X |  |  |
| Is the vehicle, with the components currently fitted, able to move of its own accord | X |  |  |
| Any additional checks of specific vehicle components that the Authority may reasonably request (to be itemised per vehicle on the Authority’s Inspection Request where required) – see Clause 6.6.3 | X |  |  |
| Body type (e.g. Saloon, hatchback, van etc.) |  | X |  |
| Is the chassis/Monocoque/frame new or used |  | X |  |
| Does the chassis/Monocoque/frame appear to have been modified |  | X |  |
| Is the chassis/Monocoque/frame the original component of the vehicle |  | X |  |
| Is the body shell / Monocoque new or used |  | X |  |
| Is the body shell / Monocoque the original component of the vehicle |  | X |  |
| Are the axles all from the same vehicle |  | X |  |
| Is the steering assembly new or used |  | X |  |
| Is the steering assembly the original component of the vehicle |  | X |  |
| Is the suspension new or used |  | X |  |
| Is the suspension the original component of the vehicle |  | X |  |
| Serial number of the gearbox |  |  | X |
| Serial numbers of the forks |  |  | X |
| Are the forks new or used |  |  | X |
| Are the forks the original components of the vehicle |  |  | X |
| Serial number of each wheel |  |  | X |
| Are the wheels new or used |  |  | X |
| Are the wheels the original components of the vehicle |  |  | X |

|  |  |
| --- | --- |
| **Inspected Item** | **Vehicle type to be reported for** |
| Trailer Registration Number (TRN) | Commercial Trailers with a gross weight over 750kg and all trailers with a gross weight over 3500kg |
| Manufacturer |
| Number of axles |
| Number of wheels |
| VIN/Chassis No. (Check to ensure TRN and vehicle match registration records) |
| Is the trailer serviceable in its current state |
| Does the trailer have all original components? |
| Any additional checks of specific trailer components that the Authority may reasonably request (to be itemised per vehicle on the Authority’s Inspection Request where required) |

15. Inspection Findings

1. The Inspection Findings reported to the Authority by the Contractor for each Inspection shall be comprised of:
2. The following identifying data:
3. Unique Reference Number
4. Case Number

AND

1. The following photographs:

|  |  |  |
| --- | --- | --- |
| **Aspect photographed** | **Valid entries** | **Vehicle types to be reported for** |
| Front of vehicle, including any number plate |  | ALL vehicles |
| Rear of vehicle, including any number plate |  |
| Nearside side of vehicle |  |
| Offside side of vehicle |  |
| Vehicle odometer  (showing recorded mileage where visible) |  |
| EACH identifying mark visible on the vehicle (including VIN or frame number and type approval) under both normal and Ultraviolet lighting conditions |  |
| Vehicle engine number (where visible) |  |
| Any additional photos of specific aspects of the vehicle that the Authority may reasonably request (to be itemised per vehicle on the Authority’s Inspection Request where required) – see Clause 6.6.3 |  |
| Front interior of vehicle |  | ALL vehicles EXCEPT motorcycles and tricycles |
| Rear interior of vehicle |  |
| Interior of vehicle engine compartment |  |
| Interior of vehicle boot |  |
| Any additional photos of specific aspects of the vehicle that the Authority may reasonably request (to be itemised per vehicle on the Authority’s Inspection Request where required) – see Clause 6.6.3 |  | ALL vehicles, where specifically requested on the Inspection Request |
| Any supporting documentation that the customer has presented regarding the authenticity of the vehicle inspected |  | ALL vehicles |

AND

1. The following data:

|  |  |  |
| --- | --- | --- |
| **Inspected Item** | **Valid entries** | **Vehicle types to be reported for** |
| Make | Free text | ALL vehicles |
| Model | Free text |
| Colour | Free text |
| Number of seat belts | Number |
| Mileage according to vehicle odometer | Number |
| Registration number at front of vehicle | Free text |
| Registration number at rear of vehicle | Free text |
| Is the registration number displayed correctly in accordance with Annex 3 – VEHICLE REGISTRATION NUMBERS & NUMBER PLATES | Yes / No |
| Engine make | Free text |
| Engine serial number | Free text |
| Is the engine number stamped in | Yes / No |
| Is the engine new or used | New / Used |
| Is the engine the original component of the vehicle | Yes / No |
| Transmission type | Manual / Automatic |
| Is the transmission new or used | New / Used |
| Is the transmission the original component of the vehicle | Yes / No |
| Number of axles | Number |
| Number of wheels | Number |
| Vehicle Identification Number (VIN) (or chassis or frame number depending on vehicle age) | Free Text |
| Is the VIN / chassis / frame number stamped in | Yes / No |
| If the VIN / chassis / frame number is a stamped plate, does the plate appear to have been tampered with | Yes / No |
| Does the VIN / chassis / frame number correspond to the age of the vehicle | Yes / No |
| Is the vehicle serviceable in its current state | Yes / No |
| Is the vehicle, with the components currently fitted, able to move of its own accord | Yes / No |
| Any additional checks of specific vehicle components that the Authority may reasonably request (to be itemised per vehicle on the Authority’s Inspection Request where required) – see Clause 6.6.3 | Free text | ALL vehicles, where specifically requested on the Inspection Request |
| Any additional information that could assist the Authority pursuant to Clause 6.9.2 | Free text | ALL vehicles, where relevant pursuant to Clause 6.9.2 |
| Body type | Free text | ALL vehicles EXCEPT motorcycles and tricycles |
| Is the chassis/Monocoque/frame new or used | New / Used |
| Does the chassis/Monocoque/frame appear to have been modified | Yes / No |
| Is the chassis/Monocoque/frame the original component of the vehicle | Yes / No |
| Is the body shell / Monocoque new or used | New / Used |
| Is the body shell / Monocoque the original component of the vehicle | Yes / No |
| Are the axles all from the same vehicle | Yes / No |
| Is the steering assembly new or used | New / Used |
| Is the steering assembly the original component of the vehicle | Yes / No |
| Is the suspension new or used | New / Used |
| Is the suspension the original component of the vehicle | Yes / No |
| Serial number of the gearbox | Free text | Motorcycles and tricycles ONLY |
| Serial numbers of the forks | Free text |
| Are the forks new or used | New / Used |
| Are the forks the original components of the vehicle | Yes / No |
| Serial number of each wheel | Free text |
| Are the wheels new or used | New / Used |
| Are the wheels the original components of the vehicle | Yes / No |

16. Arrangement for End of Contract

The Contractor shall fully cooperate with the Authority to ensure a fair and transparent re-tendering process for this contract. This may require the Contractor 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.

At the Authority’s request the Contractor shall return to the Authority and/or hand over to any new Contractor any Authority-owned material or information as may be reasonably requested, in such a manner that does not inhibit the smooth transition of the Service to any replacement Contractor.

In line with the Transfer of Undertakings (Protection of Employment) (TUPE) regulations prevailing at the time of re-tendering this Contract, the Contractor shall fully cooperate with any Authority requests for the collation and/or sharing of relevant TUPE data, in such a manner that does not inhibit the smooth transition of the Service to any replacement Contractor.

17. Tender Evaluation

This will comprise of the following elements:

1. an assessment of the Selection Questionnaire (Appendix 4 (Selection)) of the ITT Pack.
2. an evaluation of mandatory requirements, if applicable. These will be assessed on a pass/fail basis. Tenders that fail any of the mandatory requirements may be disqualified from further consideration
3. an evaluation of the tender based on the quality criteria and social value criteria (if applicable)
4. an evaluation of the prices tendered

Your tender will be evaluated using the weightings **and** criteria weightings set out within the ITT, Appendix 5 (Pricing) and Appendix 6 (Quality and Social Value).

## Annex 1

**Welsh Language Scheme Requirements**

DVLA must ensure that arrangements and contracts with third parties that relate to the provision of services to the public in Wales are consistent with the terms of the Welsh Language Scheme and are implemented accordingly.

This means that where DVLA provides services in English through use of a 3rd party supplier, it will deliver the same quality of service to residents in Wales, specifically:

* documentation and publications in English and in Welsh will be provided to the same quality and timescale. The majority of forms and correspondence provided as part of the Service will be provided by DVLA.
* target times for response to correspondence will be the same whether the correspondence is conducted in English or in Welsh;

Where the service is supported by a corporate or telephone support service located outside Wales, it will not be practicable to offer a Welsh Language telephone service. However, the Supplier must offer those who call and who wish to speak in Welsh the option of writing in Welsh or continuing the conversation in English.

Successful suppliers must adopt a bilingual corporate identity within Wales. This means Welsh and English must be displayed on all material which displays corporate identity. This includes identity badges and vehicles.

All signs, which give information to the public, must be bilingual with the Welsh and English text being treated equally with regard to size, legibility and prominence.

Each agent or supplier who delivers services to the public on behalf of DVLA in Wales will be monitored on an annual basis to ensure compliance with the Welsh Language terms of their agreements or arrangements.

## Annex 2

**Equality, Diversity and Inclusion Policy**

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## Annex 3

**Code of Conduct**

1. Without prejudice to the Authority Requirements or any other provision of the Agreement, the Contractor and its Personnel shall perform the Services in accordance with the provisions of this “Code of Conduct.
2. The Contractor and its Personnel shall perform the Services in accordance with the principles of fairness and non-discrimination.
3. The Contractor and its Personnel shall:
   1. treat all Customers with dignity and respect; and
   2. provide Services free from discrimination, harassment and/or victimisation.
4. The Contractor and its Personnel shall not discriminate against Customers on any grounds including (without limitation) grounds of sex, race, ethnic origin, disability, sexual orientation, religion or religious belief or age.
5. The Contractor and its Personnel shall provide customer service to the standards required by the Authority (as set out in the Authority Requirements and the applicable provisions of the Agreement) and in accordance with good industry practice at all times.
6. The Contractor and its Personnel shall take all reasonable steps to provide a friendly and professional customer experience of the Service.
7. The Contractor and its Personnel shall not use any behaviour that may harm the Customer’s or the wider public’s perception of the Authority, or that may harm the Authority’s reputation.
8. The Contractor and its Personnel shall not use behaviour that could be deemed to be unprofessional, threatening, intimidating or aggressive.
9. The Contractor shall keep a record of all Contractor Personnel and shall ensure at all times during provision of the Services that:
10. All Contractor Personnel carry identity cards and wear any uniform prescribed and supplied by the Contractor;
11. The Contractor’s personnel records contain the same information as that shown on Contractor Personnel identity cards; and
12. The Contractor Personnel identity cards include the following minimum information:
    * 1. a photograph of the holder;
      2. the unique identification number of the holder; and
      3. the name, address and phone number of the operating company.
13. Contractor Personnel shall abide by the terms of the Highway Code at all times.
14. The Contractor shall ensure that any vehicles used by Contractor Personnel in the performance of the Services are correctly licensed, insured and roadworthy.
15. The Contractor and its Personnel shall not take any payments from Customers.
16. The Contractor shall ensure that any Contractor Personnel conflicts of interest in performance of the Services are disclosed to the Authority immediately following identification. This includes both actual and perceived conflicts of interest.
17. At the reasonable request of the Authority the Contractor shall remove any Contractor Personnel from performance of the Services.
18. The Contractor and its Personnel shall not share any information about a Customer with any third party unless authorised in writing by the Authority or as otherwise permitted in accordance with the terms of the Agreement.
19. The Contractor shall report any breaches of this Code of Conduct to the Authority immediately following identification.
20. This Code of Conduct reflects the Authority’s interpretation of the law at the date of publication. However, the Contractor is responsible for familiarising itself with the prevailing law on any activities covered by the Code of Conduct.

## Annex 4

