



Contract Specification

Decommissioning of Equipment at DVSA sites – Estates
Rationalisation Programme

DVSA Reference: K280021082

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1. PURPOSE

- 1.1 The purpose of this procurement is to appoint a single supplier for the provision of services relating to the decommissioning of redundant DVSA testing equipment.
- 1.2 Driver and Vehicle Standards Agency (DVSA) will continue to reduce the volume of its Heavy Vehicle Testing Estates and Facilities in accordance with observed incremental growth rate in the Authorised Testing Facilities market. The Testing Transformation Programme (TTP) was set up to bring statutory vehicle testing closer to Vehicle Operators and Vehicle Maintainers; by encouraging private individuals and entrepreneurs to set up an Authorised Vehicle Testing Facility (ATF) for private and public use. This was a strategic and positive shift in the way DVSA conducts its vehicle testing business. TTP has now been replaced by the Estates Rationalisation Programme (ERP) in a bid to lower the DVSA's Estate throughout the Country.

2. BACKGROUND TO THE CONTRACTING AGENCY

- 2.1 DVSA is an executive agency, sponsored by the Department for Transport, and carries out driving tests, approves people to be driving instructors and MOT testers, carries out tests to make sure lorries and buses are safe to drive, carries out roadside checks on drivers and vehicles, and monitor vehicle recalls.
- 2.2 DVSA helps you stay safe on Great Britain's roads by:
- helping you through a lifetime of safe driving
 - helping you keep your vehicle safe to drive
 - protecting you from unsafe drivers and vehicles
- 2.3 DVSA employs around 4,600 staff in Great Britain in a variety of operational and administrative roles. DVSA's Head Office is at Berkeley House, Croydon Street, Bristol with other administrative offices and operational sites across Great Britain.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Driver and vehicle Standards Agency (DVSA) invite proposals for the services identified within this specification and its related Technical specification. The Technical Specification explains what course of action that will be needed for each separate item of equipment.
- 3.2 The Driver and Vehicle Standards Agency (DVSA) will continue a path to reduce the volume of its Goods Vehicle Testing Station (GVTS) Estate and Facilities. This initiative, in conjunction with the Authorised Testing Facilities (ATF) market will assist DVSA to meet its primary objective of bringing statutory vehicle testing closer to Vehicle Operators and Vehicle Maintainers.

- 3.3 As a result of this initiative DVSA testing equipment will become redundant and require decommissioning in readiness for disposal or relocation. All the equipment to be decommissioned is installed in DVSA's GVTS and Enforcement sites network throughout Great Britain. Due to the complexity of the ERP it is not possible at this time to disclose the location of the equipment and when it will require decommissioning. However, the DVSA Contract Manager will inform the Contractor when this information becomes available.

4. THE REQUIREMENT AND COMPETITION TIMETABLE

- 4.1 The agency is seeking to award a Contract to a single supplier for the provision of services covered within this document and the Technical Specification. The contract will be subject to the Department for Transport (DfT) Standard Conditions of Contract.
- 4.2 This contract will be for a period of 3 years with a possible extension annually for a further 2 years (3+1+1).
- 4.3 The timetable for this Competition is set out in the table below.
- 4.4 This timetable may be changed by the Authority at any time. The potential provider will be informed if changes to this timetable are necessary.
- 4.5 Your tender must be submitted to the e-Sourcing suite and received by the Authority before the tender submission deadline.
- 4.6 If your tender is received on or after the tender submission deadline, it may be rejected by the Authority. If you are having any issues completing your submission or uploading your submission, this must be highlighted to the Authority as soon as possible. The decision whether to reject a Tender received after the tender submission deadline is made entirely at the Authority's discretion.

DATE	ACTIVITY
20 th October 2020	Publication of the Invitation to Tender Documents
20 th October 2020	Clarification period starts
16:00hrs 3 rd November 2020	Clarification period closes (" Tender Clarifications Deadline ")
5 th November 2020	Deadline for the publication of responses to Tender Clarification questions
12:00hrs 17 th November 2020	Deadline for submission of a Tender to the Authority Contract (" Tender Submission Deadline ")

DATE	ACTIVITY
17 th November 2020	Evaluation starts
25 th November 2020	Contract award notified to bidders. Standstill period starts
9 th December 2020	Finalise and issue contract
10 th Decemeber 2020	Contract start

5. KEY MILESTONES AND DELIVERABLES

5.1 The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Contract Start Meeting with the Agency	Within week 1 of Contract Award
2	Full Implementation plan to be submitted to the Agency	Within week 2 of Contract Award
3	Expected Service Commencement	Within week 4 of Contract Award
4	Security Management Plan to be submitted to the Agency (to include details on Security Management Policy)	Within 20 working days of Contract Award
5	Supplier to provide monthly and cumulative reporting to the Agency as detailed in section 6 (See Section 10.2)	5 th of every month.

6. MANAGEMENT INFORMATION/REPORTING AND DOCUMENTATION

6.1 The Supplier shall provide a complete MI function, enabling data and trend analysis from corporate level down to the individual.

6.1.1 The Supplier shall provide monthly and cumulative statistics, narrative and analysis to DVSA, reporting on achievement of the agreed KPIs, by 5th of the month.

6.2 The Supplier's narrative analysis shall cover ordering trends, delivery timescales, quality, and review.

6.3 A site-specific risk assessment and method statement must be submitted to the Contract Manager for each task. The format will be agreed at the contract implementation meeting.

- 6.4 All applicable documents detailed in the technical specification must be submitted to the Contract Manager.
- 6.5 Contractors should endeavour to have their worksheet signed by the Contract Manager (If available on site) or by the Station Contact.

7. VOLUMES

- 7.1 Volumes for this requirement are not guaranteed. However, at the time of writing the Estates Rationalisation Plan is to close 24+ GVTSS before the end of this Contracts Term.

8. CONTINUOUS IMPROVEMENT

- 8.1 The Supplier shall continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2 The Supplier shall present new ways of working to the Agency during Contract review meetings at the schedule detailed within section 16.1 of this Statement of Requirements.
- 8.3 Changes to the way in which the Services are to be delivered must be brought to the DVLA's attention and agreed prior to any changes being implemented.

9. SUSTAINABILITY

9.1 Ethical Standards of Production

- 9.1.1 Potential Suppliers must ensure that their supply chain has established standards of production and logistics, where:

- 9.1.1.1 Working conditions are safe;
- 9.1.1.2 Good health is promoted;
- 9.1.1.3 Employment is freely chosen;
- 9.1.1.4 Working hours are not excessive;
- 9.1.1.5 Wages meet at least national legal standards;
- 9.1.1.6 Training is provided;
- 9.1.1.7 No discrimination is practised;
- 9.1.1.8 Diversity and good workforce practices are encouraged;
- 9.1.1.9 Child labour is eliminated; and
- 9.1.1.10 No inhumane treatment is allowed.

- 9.2 Sub-Contracting to Small and Medium Enterprises (SMEs)

- 9.2.1 Department for Transport 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 DVSA's website for further information).
- 9.2.2 To help the DVLA measure the volume of business they do with SMEs, their Form of Tender document asks about the size of the Potential Supplier's own organisation and those in their supply chain.
- 9.2.3 If the Supplier tells the DVLA that they are likely to sub-contract to SMEs, and are awarded this contract, the DVLA will send the Supplier a short questionnaire asking for further information. This data will help the DVLA contribute towards Government targets on the use of SMEs. The DVLA may also publish success stories and examples of good practice on their website.

10. SPECIFYING GOODS & / SERVICES

- 10.1 Please refer to the Technical Specification for full details of the goods and / or services required.

11. PRICE

- 11.1 Prices are to be submitted via the Jaggaer e-Sourcing Suite using the Price Schedule excel document from this Invitation to Tender pack. Prices submitted are to be excluding VAT and including all other costs relating to Contract delivery.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.
- 12.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. Details of qualifications, certification and experience can be found in the Technical Specification.
- 12.3 The Supplier shall ensure that staff understand the agency's vision and objectives and will provide excellent customer service to the agency throughout the duration of the Contract.

13. MANAGEMENT AND CONTRACT ADMINISTRATION

- 13.1 The DVSA Contract Manager will set in place contract review meetings at a frequency appropriate to the length, value, and complexity of the contract. The Contract Manager will agree with the supplier at the contract implementation meeting what will be reviewed and measured at these meetings, and define the format data should be provided in.

- 13.2 The contract will be measures against the following KPIs on a task by task basis:

Key Performance Indicator	Service credit to be applied
All acceptance / validation criteria have been completed to the satisfaction of the DVSA project manager. This applies to all aspects of the technical specification which apply to a defined task.	5% of the total cost of the defined task
The contractor will be expected to adhere to the task schedule agreed with the project manager. Any deviation from this schedule will require a minimum notice period, in writing, of 10 working days.	£50 per day under the minimum notice period up to a maximum of £500
Within 48 hours of completion of the task, a document (format to be agreed), signed by both parties, should be sent to the DVSA representative to provide evidence of works carried out.	£25 per day over 48 hours to a maximum of £100
Transportation of equipment to another location is completed within 10 working days of the request date.	£25 per day over 10 days to a maximum of £250
Equipment Condition reports are to be received by the DVSA Project Manager within 3 working days of the commencement of the decommissioning.	£25 per day over 3 days to a maximum of £100

14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 14.1 The Supplier must ensure confidentiality of commercial information and prevent theft of DVSA property.
- 14.2 A Security Management plan must be submitted 20 working days after award of the Contract.

15. PAYMENT AND INVOICING

- 15.1 Payment can only be made following satisfactory completion of pre-agreed work.

- 15.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 15.3 Credit notes should be raised as necessary.
- 15.4 Suppliers must email their invoices as PDF to DVSA's Finance Shared Services with a valid Purchase Order (PO) number: ssa.invoice@sharedservicesarvato.co.uk
- 15.5 Upon receipt, Shared Services completes a 3-way match of the supplier's invoice; as follows:
 - 15.5.1 Valid purchase order, with PO number;
 - 15.5.2 Goods receipt confirmation – completed on receipt of goods/services; and
 - 15.5.3 Correct invoice – matches PO and goods receipt confirmation.
- 15.6 When matched, the supplier's invoice will be paid by BACS within 5 working days.

16. CONTRACT MANAGEMENT

- 16.1 Regular Contract Management meetings will be held during the life of the contract: monthly, as necessary at the inception of the contract, but then quarterly as the contract matures. It is expected that meetings will be held at DVSA's premises, or elsewhere, by agreement of DVSA.
- 16.2 Contract Management meetings are for both parties to discuss contract performance against KPIs, any issues arising from delivery of the contract and to review progress on any developments. The Supplier will meet the cost of its travel to any DVSA premises. DVSA's Head Office: Berkeley House, Croydon St, Bristol BS5 0DA.
- 16.3 When necessary, the Supplier must bring to the attention of DVSA any issues arising with the delivery of the contract, in line with KPIs, and to propose a communication/escalation process/path, which will be agreed by both parties, on award of contract.
- 16.4 DVSA will reference and maintain a Contract Management Plan, to ensure that terms of the contract are delivered.
- 16.5 Terms of Reference and Agenda for meetings will be agreed between DVSA and the Supplier and, as standard, the Agenda will include minutes and actions of the previous meeting, performance against the KPIs and continuous improvements. An Actions log will be kept, to track progress. Minutes of meetings will be completed by a DVSA attendee and agreed with the Supplier. DVSA anticipates that other ad-hoc meetings will be required to support the contract, usually by phone, but averaging weekly, to discuss e.g. the planning or status of projects, service management, catalogue changes and product innovation.

16.6 The Supplier is expected to make themselves available with reasonable notice for any additional ad-hoc meetings that may be requested by DVSA, such as product demonstrations/roadshows, up to twice a year.

16.7 Attendance at Contract Review meetings shall be at the Supplier's own expense.

17. DATA PROTECTION

17.1 The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), the Law Enforcement Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy.

17.2 Personal Data means any information relating to an identified or identifiable living individual, e.g. a staff member, member of the public, customer, etc. This includes but is not limited to an individual's name, address, phone number, date of birth, place of work, dietary preferences, opinions, trade union membership, political beliefs, ethnicity, religion, sexuality and email address or job title (if they can be identified from it). Processing includes storage.

Further information on GDPR is available from the Information Commissioner's Office: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/>

18. EVALUATION CRITERIA

18.1 Evaluation will be based on the criteria detailed below that will determine the most economically advantageous tender.

18.2 Your tender will be evaluated to obtain the optimal balance of quality and cost. The weighting for quality (Technical Envelope) will be 60% and the weighting for the cost (Commercial Envelope) will be 40%.

18.3 Please note the completed online response to the Selection Questionnaire needs to be submitted at the same time as your Tender.

18.4 The weightings will be applied to the evaluation process as this procurement is following the open competition procedure. The following evaluation methods will be utilised in the Evaluation to ascertain the best value for money proposition:

Selection Questionnaire:

The response to the Selection Questionnaire will be assessed against the criteria specified in the online Selection Questionnaire.

Please note you are also requested to complete and return the Annex 1 that can be found at the end of this document. This will not be assessed as this is required for GDPR purposes.

Quality Factors:

The Quality Factors will be assessed against the criteria specified in 18.5. Your response to the criteria will be assessed as 'acceptable' or 'not acceptable'. Should your response be deemed acceptable, the Authority will process evaluating your price. If your response is deemed as 'not acceptable', the Authority may request clarification and may reassess. If your response is still deemed as 'not acceptable' following clarifications, the Authority reserves the right to withdraw the procurement.

See the Award Questionnaire document for a further breakdown of the evaluation criteria.

Price Factors:

The pricing you submit will be reviewed by the Authority to determine whether you have complied with all instructions within the Invitation to Tender. You must ensure that you have completed all relevant fields within the Price Schedule.

Should your quality and pricing assessment both be deemed as acceptable, the Authority will progress with the procurement.

All queries/questions must be submitted via the Jaggaer e-Sourcing Portal in line with the clarification period stipulated within this document.

18.5 Evaluation Criteria: Quality Factors

Quality Factor / Criteria	Factor/Criteria Scoring	Question number	Evidence Requirement	Weightings (%)
Resources & Personnel	Scored as per Section 18.2	Q1	Suitability and availability of contract specific key personnel.	35%
Physical Resources/Ability	Scored as per Section 18.2	Q2	2a – Resources and facilities available to support the delivery of the contract. 2b - Contract Management Proposals	25% 10%
Control / Management of Resources	Scored as per Section 18.2	Q3	Demonstration of Quality Control and control over whole supply chain, management of subcontractors	0% (information only)
Demonstrable understanding of DVSA's line of work	Scored as per Section 18.2	Q4	Understanding DVSA's needs and business objectives.	10%
Quality Assurance	Scored as per Section 18.2	Q5	Demonstration of a quality assurance plan for the delivery of this contract	10%
Innovation	Scored as per Section 18.2	Q6	Demonstration of new ideas or alternative methods	10%

18.6 Annex 1 – Schedule of Processing, Personal Data & Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are:

David Coker

D/04 AHH. Ashdown House, Sedlescombe Road North, St Leonards on Sea, TN37 7GA

Email: david.coker@dft.gov.uk

The contact details of the DVSA Data Protection Manager are:

Shirley Harding. Driver and Vehicle Standards Agency, The Axis Building, 112 Upper Parliament Street, Nottingham, NG16LP

Phone: 0115 936 6765 Email: shirley.harding@dvsa.gov.uk

2. The contact details of the Processor's Data Protection Officer are: [to be inserted by the Tenderer].
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E1.1.
Subject matter of the processing	In delivery of the Services (delivery of the IRTEC inspection assessment for large commercial vehicles and delivery of the IRTEC advanced assessment for large commercial vehicles) it is expected that the Contractor will require access to Personal Data controlled by the Authority.
Duration of the processing	As required throughout the Contract Period.
Nature and purposes of the processing	<p>The nature of the processing is expected to include:</p> <ul style="list-style-type: none"> • Collection - as part of the registration as an accredited technician in the required level, in this instance either inspection or advanced levels • Recording - details on processor database • Storage – on Contractors own network • Destroyed - only if accreditation subsides, for example if individual does not continue membership. <p>The purpose of the processing is for IRTEC inspection assessments for large commercial vehicles and IRTEC advanced assessments for large commercial vehicles.</p>
Type of Personal Data being Processed	Type of Personal data is expected to include Name, Address, DoB, E-mail Address and Phone Number

Categories of Data Subject	Categories of Data Subject are expected to include: Staff (including volunteers, agents, and temporary workers).
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In accordance with Clause E.1.4(e) the Contractor shall – at the written direction of the Controller – delete or return all Personal Data (and any copies of it) upon Termination, evidencing electronic deletion if necessary.</p>