Specification

Provision of Ad-hoc bus travel for DVLA Swansea

**Contract Reference:** PS-24-42

**Date: 21/02/2025**

**Version: 1.0**

[1. Introduction 3](#_Toc191017792)

[2. Background to the Requirement 3](#_Toc191017793)

[3. Procurement Timetable 3](#_Toc191017794)

[4. Scope 4](#_Toc191017795)

[5. Implementation and Deliverables 4](#_Toc191017796)

[6. Specifying Goods and / or Services 5](#_Toc191017797)

[7. Service Level Agreement (SLA) and Key Performance Indicators (KPIs) 15](#_Toc191017798)

[8. Other Requirements 15](#_Toc191017799)

[9. Management and Contract Administration 20](#_Toc191017800)

[10. Subcontracting to Small and Medium Enterprises (SMEs): 21](#_Toc191017801)

[11. Arrangement for End of Contract 21](#_Toc191017802)

[12. Response Evaluation 21](#_Toc191017803)

[Annex 1 - Evaluation Criteria 24](#_Toc191017804)

[Annex 2 - Equality, Diversity, and Inclusion Policy 25](#_Toc191017805)

[Annex 3 - Fraud Procurement Statement 25](#_Toc191017806)

[Annex 4 - KPIs 25](#_Toc191017807)

[Annex 5 - Purchase to Pay procedure 25](#_Toc191017808)

[Annex 6 - Pricing Schedule 25](#_Toc191017809)

## 1. Introduction

* 1. As outlined in the Invitation to Tender (ITT), the Driver and Vehicle Licensing Agency (DVLA) invites tenders for the following Services. This specification outlines the provisions of an ad hoc bus service to supports DVLA’s operational needs. The service will be used on an as-needed basis to transport staff between specified locations. The contract ensures that the supplier provides a reliable, flexible, and cost-effective transport solution while adhering to all safety, regulatory, and service quality requirements.

## 2. Background to the Requirement

1. The Driver and Vehicle Licensing Agency (“DVLA” or the “Authority”) is an Executive Agency of the Department for Transport (DfT), based at 3 sites in the Swansea region and 1 site in Birmingham, employing over 6,000 staff. 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
2. **DVLA main site,** Morriston, Long View Rd, Morriston, Swansea SA6 7JL
3. **Swansea Vale**

* Contact Centre, Sandringham Park, Llansamlet, Swansea SA7 0AD and
* Richard Ley Development Centre and the Innovation Facility, Upper Fforest Way, Swansea Vale, Llansamlet, Swansea SA7 0AN

1. **Ty Felin,** Felinfach, Fforestfach, Swansea SA5 4HF

**Baskerville House, Birmingham**, Cambridge St, Birmingham B1 2ND. DVLA occupies the 4th floor at Baskerville House, which consists of 316 operator desks.

## 3. Procurement Timetable

The timetable for this procurement is set out [in the table below. The timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

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

The key dates for this procurement (Timetable) are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue of the ITQ to all potential suppliers | 21st Feb 2025 |
| Deadline for receipt of clarifications | 7th Mar 2025 @ 13:00 |
| Deadline for the publication of responses to ITQ clarification questions | 14th Mar 2025 |
| Deadline for receipt of responses | 5th Apr 2025 @ 13:00 |
| Evaluation of responses | 16th Apr 2025 |
| Notification of contract award decision | 17th Apr 2025 |
| "Standstill" period ends | 28th Apr 2025 |
| Confirmation of contract award | 29th Apr 2025 |
| Contract start date [and start of mobilisation period] | 1st May 2025 |
| Target service commencement date | 1st May 2025 |

DVLA reserves the right to amend the Timetable. Any changes to the Timetable shall be.

notified to all suppliers as soon as practicable.

## 4. Scope

* 1. DVLA require a provision of an ad-hoc bus travel for DVLA staff. The supplier is to deliver a professional, high-quality service, with particular attention being paid to:

o Vehicle safety

o Punctuality and reliability

o Vehicle cleanliness and passenger comfort

o Driver attitude and courtesy

* 1. Providing a Service for transporting our workers to locations across the UK for business purposes, and emergency cover for the DVLA Park and Ride service if required. Business Travel Services may include office to office, home to office and ad hoc journeys or/and routes as required. The Service may require a range of Vehicles including wheelchair-accessible Vehicles, minibuses, and coaches.
  2. Due to the fluid nature of the day-to-day service required, the DVLA requires a direct relationship with the successful supplier and therefore will not allow any sub-contracting to take place for this contract. Any suppliers who cannot meet the mandatory requirements without sub-contracting will be excluded from final evaluation.

## 5. Implementation and Deliverables

* 1. The scope of service required are detailed within section 6 of this document. The target commencement date for this contract is 01/05/2025 and the contract will be awarded for a 2 +1+1-year period.
  2. Proposed routes but not limited to:
     1. Morriston Site to Swansea Vale Site
     2. Morriston Site to Birmingham
     3. Morriston Site to Bristol
     4. Morriston Site to Cardiff
     5. Morriston Site to Swansea

## 6. Specifying Goods and / or Services

**Mandatory Service Requirements:**

* 1. This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety. It is important that the Supplier take time to fully understand this important part of the Service delivery requirement, all mandatory requirements as listed below shall be required at commencement date with DVLA.
     1. Compliance with Mandatory Legislation and Licensing Standards
     2. Capability to Meet Service Requirements
     3. Capability to Meet Vehicle Requirements
     4. Health and Safety
     5. Environment, Sustainability and Social Value
     6. Security
     7. Vetting and Safeguarding
     8. Employment Recruitment Checks
     9. Staff Records
     10. Training

* 1. **Compliance with Mandatory Legislation and Licensing Standards** 
     1. The Supplier shall have all the appropriate documents including licences, MOT certificates, insurance etc. for all Vehicles and drivers used for this Agreement.
     2. The Supplier shall remove any driver/Vehicle immediately from undertaking Contract work that does not have the correct licensing or has had their licence revoked/suspended or where the MOT is failed, until this is resolved.
     3. The Supplier shall notify DVLA of any occurrence of this nature in writing within 48 hours of the Supplier being aware.
     4. The Supplier shall hold a current valid Service Provider's licence appropriate to the Services provided.
     5. The Supplier shall, where appropriate, according to the Vehicle used, hold a Service Provider's licence issued by the Driver and Vehicle Standards Agency (DVSA).

* 1. **Contracts that carry 9 or more Passengers:** 
     1. The Supplier shall at its own cost have and keep in force a Public Service Vehicle (PSV) operator’s licence of the relevant classification, as required by Section 12 of the Public Passenger Vehicles Act 1981, or a Community Bus Permit issued under Sections 19 and/or 22 of the Transport Act 1985.
     2. The Supplier shall produce the licence or permit for inspection when required to do so by DVLA.
     3. The Supplier shall ensure all drivers are suitably trained in the operation of Vehicles used in the execution of PSV Services and must have the required professional certification as required by current legislation.
     4. The Supplier shall be aware, that a Contract may be suspended and/or terminated in accordance with the Agreement and at the DVLA discretion, in the event that the Supplier does not:
        1. hold the correct licence relevant to the Service provided.
        2. if any such licence or permit previously granted has been revoked or suspended for any reason; or
        3. has had conditions attached to it which prohibit or limit the operation of any Service.
        4. The Supplier shall notify DVLA in writing forthwith of any change or disciplinary action to its PSV Service Provider's Licence or Community Bus Permit imposed by the Traffic Commissioner.
     5. The Supplier shall notify DVLA in writing of any substantial change to such licence or permit sought by the Supplier and approved by the Traffic Commissioner.
     6. The Supplier shall notify DVLA in writing within seven (7) days of any Public Inquiry proceedings and consequent alteration, suspension or revocation of a Licence made by the authority issuing the Licence, whether for maintenance or other reasons.
     7. The Supplier shall comply with any and all conditions attached to any Licence, including conditions attached to any relevant planning consent. Failure to do so may, at DVLA discretion be considered to be a default and result in termination of the Contract.
  2. **Driver Licensing** 
     1. The Supplier shall ensure that drivers must hold current appropriate licences issued by the Driver and Vehicle Licencing Agency (DVLA) for the class of Vehicles driven in the execution of this Contract.
     2. The Supplier shall at DVLA request provide written confirmation of the status of driving licenses held by any driver employed for the delivery of these Services at any time during the lifetime of the Agreement.

* 1. **License Checks** 
     1. The Supplier shall ensure that driving licences are checked every six (6) months to identify any new endorsements that may have been incurred and that these licences are checked directly with the DVLA annually.
     2. The Supplier shall allow DVLA to inspect all Suppliers Vehicle and driver licenses relevant to the Services at any time.
  2. **Capability to Meet Service Requirements** 
     1. The Supplier shall where applicable provide private hire Vehicles, minibus and coach services for business travel, public services, and commercial purposes with a minimum for 24 hours’ notice. Any additional Service requirements will be outlined by DVLA during Competition stage.
     2. The Supplier shall hold the adequate licencing and insurance to carry Service Users. This includes specific licencing, insurances.
     3. The Supplier shall guarantee that all drivers and Vehicles are fit to carry Government and public sector employees and shall maintain the security and safety of Service Users at all times.
     4. The Supplier shall comply with legislation on the carriage of wheelchair Service Users and must comply with Wheelchair Tie-Down and Occupant Restraint System (WTORS) as outlined in paragraph 6.17 Restraint Equipment and Seatbelts.
     5. The Supplier shall provide Vehicles be fitted with 3-point seat belts or lap belts on all Service User seats.
     6. The Supplier shall comply with all seat belt regulations outlined in paragraph 6.16 Restraint Equipment and Seatbelts
     7. The Supplier shall ensure that all Vehicles must have a means of communication via a radio/telephone or mobile phone.
     8. The Supplier shall provide Services to all routes and locations which will be specified by DVLA during the Competition stage.
     9. The Supplier shall provide driver details prior to their arrival, preferably at time of booking if requested.
     10. The Supplier shall ensure all drivers always carry photo ID (e.g. driver’s license or passport).
     11. The Supplier shall provide a facility for the drivers to send SMS messages and/or call the Service User when the taxi arrives. The SMS message must include car registration and driver name.
  3. **Drivers** 
     1. The Supplier must ensure that all drivers of Vehicles possess a current driving licence of the relevant category for that type of Vehicle, and that it is carried by the driver during the operation of the Services.
     2. The Supplier shall be required, where applicable, to meet DBS requirements related to the Service as specified by the DVLA in relation to Vulnerable Adults and Children.
     3. The Supplier shall ensure that all drivers are medically able to carry out the work for which they are employed.
     4. The Supplier shall ensure that all drivers must neither smoke nor be under the influence of drugs or alcohol at any time during the operation of the Service, or on any placement journey prior to the operation of the services, or on DVLA premises.
     5. The Supplier shall ensure that all drivers must wear the ID badge issued by their local council when operating the Service and ensure that these are clearly visible.
     6. The Supplier shall ensure that all PSV drivers engaged in the provision of the Service must hold the driver Certificate of Professional Competence (CPC) qualification which will include elements for contract compliance and safeguarding as specified by DVLA at Competition stage.
  4. **Punctuality** 
     1. The Supplier shall ensure that its drivers are aware of the importance of them arriving at the designated location at the planned times for both pick up and dropping off.
     2. The Supplier shall ensure, that on occasions when delays are unavoidable, the driver must provide explanation(s) and appropriate apologies for the delay to the Service User, i.e. offer the reasonable courtesy most individuals expect under such circumstances.
     3. The Supplier shall ensure that drivers manage any potential enroute punctuality problems using an on-board communication system; keeping their management base up to date with the circumstances affecting their progress.
     4. The Supplier shall ensure immediate communication with the Service User and DVLA in respect of time delays for that specific journey; ensuring both are fully informed.
  5. **Vehicle breakdowns/resource** 
     1. The Supplier shall in the event of a Vehicle breakdown, resource shortage or other circumstances preventing the use of their own Vehicle, make alternative arrangements at their own cost to ensure the continuation of the Service with minimum delay.
     2. The Supplier shall in the event of a Vehicle breakdown, immediately confirm any delays or difficulties to DVLA stating what arrangements have put in place to rectify the situation.
  6. **Reporting of accidents** 
     1. The Supplier shall, in the event of any accident involving the Suppliers Vehicle, immediately report any accident to the DVLA by telephone and in writing within periods specified by DVLA at the Competition stage.
     2. The Supplier shall ensure drivers are aware of the accident reporting procedure to follow in the event of an accident.
  7. **Routes and size of Vehicle** 
     1. The Supplier may provide a larger Vehicle than required to meet contractual requirements. In the event that such action is undertaken, this will be at no extra charge to DVLA.
     2. The Supplier shall advise DVLA immediately if the notified schedule times result in regular early/late arrivals at the destination.
  8. **Use of Appropriate Vehicles** 
     1. The Supplier shall ensure that all Vehicles provided for the execution of journeys required by DVLA are safe and fit for purpose. Vehicles shall include but not be limited to providing:
        1. suitable seating
        2. safety and restraint equipment
        3. accessibility and restraint for wheelchairs
        4. heating and ventilation
     2. The Supplier shall ensure that all Vehicles are roadworthy and compliant with all relevant legislation. DVLA reserves the right to reject a Vehicle provided by a Supplier for the execution of the Services if it considers that the Vehicle does not meet these requirements.
     3. The Supplier shall ensure that any premises used for the purpose of maintaining Vehicles, whether hired in, Sub-Contracted or otherwise, are suitable for the purpose, compliant with relevant local authority permissions and of the public highway.
     4. The Supplier shall allow DVLA to inspect premises where Vehicle maintenance is undertaken and Vehicle maintenance records at any time.
     5. The Supplier must ensure that all Vehicles are in a clean condition both internally and externally at the commencement of every journey.
     6. The supplier shall ensure that Vehicles heating, and ventilation is kept at an appropriate temperature to the climatic conditions.
     7. The Supplier shall allow DVLA to undertake Vehicle inspections at any time, at an agreed place as determined at Competition stage.
        1. The Supplier shall ensure where a Vehicle has a capacity of sixteen (16) or fewer Service Users, they must not be carried in sideways facing seats.
        2. The Supplier shall ensure where a Vehicle has a capacity of sixteen (16) or fewer Service Users, three-point seat belts must be fitted to all seats.
     8. The Supplier shall ensure that three-point seat belts are supplied by a reputable manufacturer.
     9. The Supplier shall ensure seat belts, seat and mountings must have been tested to comply with the industry standard.
     10. The Supplier shall ensure smoking in Vehicles is prohibited at all times, including electronic cigarettes and vaping devices, even when Vehicles are not in use.
     11. The Supplier shall ensure that no smoking signs are displayed in Vehicles at all times.
     12. The Supplier shall in the event that a Vehicle defect is identified, cease to use the vehicle immediately and provide a suitable replacement Vehicle at nil cost to DVLA.
     13. The Supplier may be required to provide a Vehicle with reversing cameras as specified by DVLA at Competition stage.
     14. The Supplier shall ensure that all Vehicles containing CCTV surveillance systems must comply with the Information Commissioners Office Code of Practice~~.~~
     15. The Supplier shall ensure that Vehicles carrying children and/or vulnerable adults must be fitted with childproof locks.
  9. **Roadworthiness Obligation** 
     1. The Supplier shall ensure all Vehicles used in the execution of Services required by DVLA are at all times safe and roadworthy and that they conform to all relevant legal and statutory requirements.
     2. The Supplier shall ensure that all records of inspection relevant to roadworthiness requirements are available for inspection on request by DVLA.

* 1. **Maintenance and Inspection** 
     1. The Supplier shall ensure that Vehicles, and ancillary equipment such as tail-lifts, are maintained and inspected in accordance with the manufacturer's specification and the requirements of the licensing authorities, to ensure that the Vehicles remain safe and roadworthy at all times.
     2. The Supplier shall make available to DVLA, at all times, the necessary Vehicle maintenance, inspection, and certification records.
     3. The Supplier may be required to transport a Vehicle(s) for inspection at a DVLA nominated workshop, if requested by DVLA.
  2. **Breakdown Arrangements and Notification** 
     1. The Supplier shall ensure that, in the event of a Vehicle breakdown whilst carrying Service Users or enroute to the collection of Service Users, the driver contacts the DVLA immediately.
     2. The Supplier shall ensure that suitable breakdown repair/recovery arrangements are in place to rectify Vehicle breakdowns.
  3. **Vehicle Equipment** 
     1. The Supplier shall ensure that all relevant Vehicle equipment is ‘fit for purpose’, correctly fitted to the Vehicle and meets all regulatory requirements (as specified by DVLA at Competition stage).
     2. The Supplier shall ensure that all Vehicles with more than nine (9) seats carry a fire extinguisher, and that all Vehicles carry a first aid kit.
     3. The Supplier shall ensure that drivers are aware of the location of all safety equipment carried and are fully trained in its use.
     4. The Supplier shall ensure that safety equipment is inspected in line with the prescribed timescales.

* 1. **Restraint Equipment and Seat Belts** 
     1. The Supplier shall ensure that wheelchairs and other specialist forms of personal carriage are properly secured using the recommended restraint equipment as required by the appropriate European Directives, Central European Standards (CEN) or International Standards Organisation (ISO) according to the product type and application.
     2. Regulatory requirements include but shall not be limited to:
        1. Wheelchair Tie-Down and Occupant Restraint Systems
        2. ISO 7176 Part 19 - Wheeled Mobility devices for use as seats in motor Vehicles.
        3. Vehicle seat fixtures
        4. floor and anchorage systems
     3. The Supplier shall ensure that Vehicles are equipped with seatbelts that meet all prevailing legislative requirements and DVLA requirements as specified at Competition stage.
     4. The Supplier shall ensure that these seatbelts are worn at all times when these seats are occupied by Service Users.
     5. The Supplier shall ensure that Vehicles with nine (9) to sixteen (16) passenger seats must be fitted with a minimum of two (2) or three (3) point retractable seatbelts on all passenger seats.
     6. The Supplier shall ensure that Vehicles with eight (8) or fewer passenger seats must be fitted with 3-point retractable seatbelts on all seats.
  2. **Communication Equipment** 
     1. The Supplier shall ensure that all Vehicles carry a serviceable mobile telephone for communication and safety reasons.
     2. The Supplier shall ensure that the driver only uses this telephone to receive or make calls or SMS messages when the Vehicle is stationary and parked, and the engine is switched off.
  3. **Vehicle Cleanliness** 
     1. The Supplier shall ensure that the outside and inside of all Vehicles are cleaned on a regular basis and will keep the Vehicles free from rubbish at all times.

* 1. **Advertising on Vehicles** 
     1. The Supplier shall not advertise on any Vehicles used for the purpose of the Services without the prior consent and approval of DVLA.

* 1. **Vehicle Accidental Damage** 
     1. The Supplier shall ensure appropriate accidental damage insurance cover is in place at the Suppliers own expense, as DVLA will not be liable for accidental damage to Vehicles caused by Service Users, including but not limited to Service Users being ill in Vehicles.

* 1. **Health and Safety** 
     1. The Supplier shall meet all of the relevant health and safety legislation in accordance with the Health and Safety at Work Act 1974. (http://www.legislation.gov.uk/ukpga/1974/37/contents) [i](http://www.legislation.gov.uk/ukpga/1974/37/contents)n discharging their duties under this Agreement.
     2. The Supplier shall ensure all of the Supplier Staff concerned with the DVLA requirements are suitably trained and comply with all relevant health and safety legislation throughout the duration of the Agreement and any Contract awarded.
     3. The Supplier shall be required, but not limited to
        1. notifying DVLA of any changes to licenses and/or permits. Any drivers and/or Vehicles who have had licenses suspended, revoked, or withdrawn should be removed from delivering the Services with immediate effect and DVLA notified.
        2. being fully conversant with the route prior to undertaking the journey.
        3. to have the necessary access requirements and comply with The Equality Act 2010 for people with disabilities and mobility requirements.
        4. to ensure all Service Users are seated and doors properly closed before commencing, ensuring all car seats and booster seats are securely fitted.
        5. ensuring the driver of Vehicles with wheelchair provision have adequate training and are responsible for ensuring the wheelchair is secure with the clamps in good working order and engaged during all journeys, and for securing ramps to aid safe entry or exit from the Vehicle.
        6. comply with the rules of the Highway Code at all times and own company policies.
        7. drive at a speed appropriate to the conditions and comfort of the Service User and within legal limits
     4. the Supplier shall ensure that all drivers and/or Passenger Assistants/Escorts are prohibited from taking photographic and video images of Service Users, with the exception of authorised Closed-Circuit Television (CCTV) equipment. If a Supplier has CCTV fitted, they must advise DVLA.
     5. The Supplier shall ensure that all drivers, Passenger Assistants/Escorts comply with DVLA Health and safety requirements which will include, but not be limited to:
     6. informing DVLA as soon as becoming aware of any prosecution or likely prosecution of the Supplier for any offence pertaining to the health and safety of its employees or other persons,
     7. informing DVLA of any conviction or such prosecution and shall provide the DVLA with such further information as they may reasonably require.
     8. preparing appropriate Risk Assessments for activities as specified by DVLA at Competition stage.
     9. providing relevant Personal Protective Equipment (PPE) where necessary together with information relating to the equipment provided.
     10. report all injuries, diseases and dangerous occurrences as required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1985 and ensure that DVLA are made aware of such reports.

* 1. **Environment, Sustainability and Social Value:** 
     1. The Supplier shall ensure that all Vehicles must meet appropriate European Union (EU) directives for Carbon Dioxide (CO2) emissions. The minimum current standard is Euro 4 (2006 registration) unless otherwise specified by DVLA at Competition stage.
     2. The Supplier may be requested to provide evidence of compliance with the requirements specified by Transport for London for the London Emission Zone (LEZ).
     3. The Supplier shall, where requested by DVLA, work with the DVLA to identify opportunities to introduce innovation, reduce cost and waste and ensure sustainable development is at the heart of their operations.
     4. The Supplier shall ensure that they consider the relevance of sustainability at all lifecycle stages of the Services provided under this
     5. Agreement. This includes consideration of commercial needs, minimisation of negative impacts and the maximisation of positive impacts on society and the environment.
     6. The Supplier shall comply with each of the following Government standards (hyperlinked) for the duration of this Agreement:
* <https://www.gov.uk/government/policies/sustainable-development>
* <https://www.gov.uk/government/publications/guidelines-for-the-directive-on-the-promotion-of-clean-and-energy-efficient-road-transport-vehicles-2009-33-ec>

* + 1. The Supplier shall ensure that all Electric and Electronic Equipment (EEE) provided in association with the delivery of the goods and/or services, is compliant with Restriction of Hazardous Substances (RoHs), Regulations and WEEE Regulations, where appropriate, including Producer Compliance Scheme registration. Full details can be accessed via the following links:
* <https://www.gov.uk/guidance/rohs-compliance-and-guidance><http://www.hse.gov.uk/waste/waste-electrical.htm>
  + 1. The Supplier shall, where applicable, effectively manage the Services supplied under this Agreement, in order to minimise any impact on the environment, including but not limited to reducing carbon emissions. Evidence of this shall be presented if requested.
    2. The Supplier shall, where applicable, work proactively with DVLA in relation to the provision of Services, which includes but is not limited to, the following areas:
       1. noise reduction.
       2. removal of unwanted consumables.
       3. heat production reduction in confined spaces.

* + 1. The Supplier shall be responsible, where applicable, for the collection and disposal of all packaging, materials and redundant or replacement spare parts in accordance with WEEE Regulations which can be accessed via the following link:
* <http://www.legislation.gov.uk/uksi/2013/3113/contents/made>
  + 1. The Supplier shall, where applicable, take steps to encourage the reuse of any WEEE generated in the delivery of Services as promoted by the WEEE Directive.
    2. The Supplier shall demonstrate their full re-use or recycling streams upon request from DVLA.

* 1. **Security** 
     1. The Supplier shall be required to have their own security operating procedures that shall be made available to DVLA.
     2. The Supplier shall ensure appropriate security standard, controls, and measures in place such as access to premises.
     3. The Supplier shall ensure that any suspected or actual security breaches are reported to the DVLA representative immediately.
     4. The Supplier shall provide details of their personnel security procedures and upon request by DVLA, details of all personnel that they intend to use in the delivery of the Services.

* 1. **Vetting and Safeguarding** 
     1. The Supplier shall ensure that all their personnel vetting procedures, under the Agreement and individual Contracts entered into under it by DVLA comply with the British Standard, Security Screening of Individuals Employed in a Security Environment – BS 7858:2012 or agreed equivalent, unless otherwise specified by the DVLA at the Competition stage.
     2. The Supplier shall ensure that Enhanced Disclosure and Barring Service (DBS) checks are carried out on all drivers, Passenger Assistants/Escorts before they are employed on the execution of the Services.
     3. The Supplier shall meet the following requirements, but not be limited to:
        1. meeting all costs associated with carrying out these checks, including, where necessary, the expense of registering with the DBS.
        2. ensuring these checks are renewed at least every three (3) years.
        3. maintaining a central system for recording Enhanced DBS checks with the date of issues, DBS reference number and evidence that these checks are being monitored and comply with requirements. These records must be made available for inspection by DVLA upon request. A safeguarding of children training course and enhanced DBS requirements may be required based on the Service provided and/or the requirements of DVLA.
  2. **Employment Recruitment Checks** 
     1. The Supplier is to ensure that it has clear written processes and procedures for the recruitment and selection of Supplier Staff which meet all the requirements of legislation and Employment Law in order to ensure the recruitment is fair and non-discriminatory.
     2. The Supplier shall ensure that the driver and/or Passenger Assistants/Escorts meet the following requirements.
        1. any non-UK residents must have Home Office (UK Visas and Immigration) clearance to work in the UK; must comply with Home Office (UK Visas and Immigration) visa conditions.
        2. must have a UK National Insurance number that has been verified, as well as Home Office (UK Visas and Immigration) verification and clearance.
        3. all drivers supplied must have a valid UK photo-type drivers’ licence (with no disqualification). DVLA may stipulate a maximum number of penalty points required at the Competition stage; and
        4. understand, speak, and write English to a standard sufficient to be able to communicate effectively with Service Users, with particular regard to the communication of safety and other important service-related information.
  3. **Staff Records** 
     1. The Supplier shall ensure the following records for driver, Passenger Assistants/Escorts are available for inspection by DVLA on request:
        1. full name and current residential address.
        2. details of next of kin, together with an emergency contact telephone number.
        3. a copy of the individuals immigration status, if appropriate (see Home Office guidance on Prevention of Illegal Working); [https://assets.publishing.service.gov.uk/government/uploads/system/upl oads/attachment\_data/file/304793/full-guide-illegal-working.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/304793/full-guide-illegal-working.pdf)
        4. verified personal identification (birth certificate or passport) and recent photograph.
        5. full Curriculum Vitae (CV) or employment history and evidence of all relevant training undertaken.
        6. record of any formal interview in accordance with a consistent and adequate procedure.
        7. a verified copy of the individual's driving licence (drivers only) appropriate to the duties to be carried out; and records of annual verification checks that have been carried out by the Supplier.
        8. all relevant medical records pertaining to the renewal of driving licences along with medical reports and results.
        9. copy of hire and reward Vehicle insurance (self-employed drivers)
        10. copy of other relevant licences

* 1. **Training** 
     1. The Supplier shall ensure that all drivers and/or Passenger Assistants/Escorts are:
        1. trained and competent to carry out all of the duties required of them, prior to being assigned to a role in execution of the Services for DVLA.
        2. all training is undertaken by individuals who are appropriately qualified to carry out the training.
     2. The Supplier shall ensure drivers and/or Passenger Assistants/Escorts attend other relevant training as specified by DVLA at Competition stage to meet changes in Service User needs and legislation.
     3. Suppliers may be required, where applicable to attend annual refresher training for the moving and handling of vulnerable persons, and biannual training for Safeguarding, as specified by DVLA at competition stage.
     4. The Supplier shall maintain accurate and up-to-date records of all training for drivers Passenger Assistants/Escorts and make such records available for inspection by DVLA on request.
  2. **Relief cover for P&R facility** 
     1. DVLA provides a free P&R facility at Felindre for staff that are unable to park on site car parks. A P&R service consisting of two vehicles (18-to-24-seater) to provide a continuous service between the P&R facility at Felindre and DVLA Morriston Visitor Car Park. DVLA P&R services operate between the hours of 06:45 and 10:00 and between 14:00 and 18:45, Monday to Friday except Public Holidays.
     2. In the event of service failure, DVLA would require the supplier to provide driver and vehicle coverage of this service with 24 hours’ notice.

## 7. Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

* 1. The details of the SLA and KPIs applicable to this requirement are outlined in Annex 4.

## 8. Other Requirements

* 1. **Information Assurance and Governance** 
     1. Where the Supplier processes Government data, including but not limited to, personal data on behalf of the DVLA the following requirements shall apply, unless otherwise specified or agreed in writing.

**Supplier Devices Removable Media**

The Supplier shall not use removable media in the delivery of this contract without the prior written consent of the DVLA.

**Governance**

**Organisational Structure**

The Supplier shall have a senior individual responsible for DVLA assets within your custody.

* **Asset Management**

The Supplier shall implement and maintain an asset register that identifies and records the value of sensitive DVLA assets which require protection. This includes both physical and information assets. Risk assessments should be managed to ensure that the security of the asset is proportionate to the risk depending on value and sensitivity.

* **Policies**

The Supplier shall establish, or indicate that they have in place, policies which detail how DVLA assets should be processed, handled, copied, stored, transmitted, destroyed and/or returned. These shall be regularly maintained. The Supplier shall provide evidence of relevant policies upon request.

**Personal Data**

* **Processing Personal Data**

The Supplier as part of the contract agrees to comply with all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018, and the EU GDPR where applicable to the processing.

* **International Transfers (Offshoring) of Government Data**

When international transfers or offshoring is described, the focus is typically on the physical location where data is hosted (such as where the data centres are located). However, 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.

The Supplier (and any of its third-party sub-contractors, sub-processors, or suppliers) shall not, transfer, store, process, access, or view DVLA data outside of the UK without the prior written approval of DVLA, which may be subject to conditions. Any changes to offshoring arrangements must also be approved by DVLA.

Any request to offshore DVLA data must receive formal approval from DVLA prior to the commencement of any data processing activity. This is requested through the completion of DVLA’s offshoring questionnaire.

In the event that the supplier proposes to offshore any DVLA data as part of the contract, they would be required to provide details in the offshoring questionnaire about the processing to be carried out offshore, including:

1. the privacy risks and the security controls in place to protect the data.
2. how the offshoring arrangement is legitimised to comply with relevant data protection legislation (e.g. adequacy decision, appropriate safeguards, Standard Contractual Clauses/International Data Transfer Agreements); and
3. where applicable details of any transfer risk assessment that has been conducted, along with any supplementary measures implemented.

**Personnel**

* **Security Clearance**
* **Level 1**

The Supplier is 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.

* **Employment Contracts**

The Supplier shall confirm that organisational and individual responsibilities for information security are clearly defined in the terms and conditions of employment contracts, along with relevant non-disclosure agreements, where the individual with have access to any DVLA data, information and /or the DVLA site or systems.

* **Training**

The Supplier shall maintain a mechanism to ensure employees and contractors receive appropriate information security awareness and data protection training upon appointment, and perform regular updates to organisational policies and procedures, as relevant for each job function. Evidence must be provided where reasonably requested by DVLA.

* **Access Rights**

The Supplier shall ensure their staff are provided only the necessary level of access (using the principle of least privilege) to DVLA data or information, to deliver their job function within the contracted service(s).

Upon staff migration, or termination of employment, the supplier shall verify that there is a process in place to ensure assets are returned and rights to assets revoked without undue delay.

Evidence of the above must be provide where reasonably requested by DVLA.

* 1. **Sustainability**
     1. The DVLA is committed to reducing any negative impacts produced by our activities, products, and services. This aligns to the Government’s Greening Commitment which states 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.”
     2. 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>

* + 1. The supplier shall comply with the above policy.
  1. **Health and Safety**
     1. The DVLA requires proactive management of health, safety, and environmental practices across all Services in accordance with and adherence to required health and safety and environmental legislation, compliance, and governance.
     2. The Supplier shall maintain industry best practice health, safety and environmental management systems and record keeping repositories, actively managing associated risks and incidents. The Supplier shall support the DVLA in promoting health, safety, and environmental good practice as a business improvement tool and not just to satisfy the requirement for regulatory compliance.
     3. The Supplier shall provide regular reviews and updates to ensure health, safety and environmental management systems and document repositories remain current and in line with any revisions to and/or amendment of statutory instruments. This information shall be readily available when requested.
     4. The following Standards and Requirements apply to this Service.
     5. The Supplier shall prepare and as appropriate, revise a written safety policy, risk assessment and method statement identifying any safety implications that its activities may have and how they will be managed. The Supplier Managing Director or appropriate senior manager must sign this safety policy.
     6. The Supplier shall have documented, appropriate risk assessments and method statements, covering all significant activities and deliveries of services. Copies shall be made available to DVLA on request.
     7. The Supplier shall ensure:
     8. Its safety policy statement aligns with the requirements of the DVLA.
     9. They have suitable organisational and arrangements in place to implement its safety policy throughout the Contract period; and
     10. Its safety policy aligns with all regulations and any Public Health England / Wales (PHE/W) and Department of Health and Social Care (DHSC) guidelines, in addition to any further measures set out in the health and safety executive guidelines and/or agreed with the DVLA. The Supplier shall recognise the regulations may vary between regions and across Devolved Administrations. The Supplier shall ensure that where required, it adopts and complies with any applicable regulations as appropriate wherever necessary.
     11. The safety policy and safety management plan shall be readily available and accessible to all its employees and anyone, including the DVLA, who may require sight of it.
     12. Details of its Safety Management plan shall be reviewed and revised accordingly to take account of legislation and other factors that may affect its effectiveness.
     13. They have appropriate number of first aid and CPR trained staff deployed to successfully meet its own requirements in accordance with the Health and Safety (First Aid Regulations) 1981.
     14. Have an accident reporting and recording process for all near miss, accidents/incidents, or violent and aggressive behaviours such that any incident on DVLA sites should be reported immediately to the DVLA’s Health & Safety Team.
     15. Indemnify DVLA against all losses where any failure of the company’s product/service and/or its acts or omissions, with regards to health and safety, results in economic penalty, time delay, issue, accident/incident or claim against the DVLA.
     16. The Supplier where required shall provide a health and safety expert who is either a member of the Institution of Occupational Safety and Health (IOSH) or hold an equivalent qualification that is issued by a recognised organisation.
     17. The Supplier shall be responsible for recording and investigating all accidents, incidents, dangerous occurrences and near misses involving its staff, A written report, must be provided including recommendations to prevent any repeat to the DVLA.
     18. The Supplier shall be responsible for ensuring that all RIDDOR related incidents are reported in accordance with HSE legislation. The Supplier shall be responsible for ensuring that the DVLA is notified of any such incidents immediately and followed up in writing.
  2. **Estates**

N/A

* 1. **Diversity and Inclusion**
     1. 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.
     2. A full copy of our Equality, Diversity and Inclusion Policy is included at annex 2.
  2. **Business Continuity** 
     1. The Supplier shall have business continuity and disaster recovery plans in place to maintain or quickly resume any services provided to DVLA and shall maintain compliance with relevant legislation.
  3. **Use of DVLA Brands, Logos and Trademarks**
     1. 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
     2. Approval for any further specific use of the DVLA’s brands, logos or trademarks must be requested and obtained in writing from the DVLA.

## 9. Management and Contract Administration

* 1. Purchase to pay procedure detailed in **Annex 5**.
  2. Mobilisation Meeting - Upon commencement of the contract, the Parties shall attend a mobilisation meeting to discuss key aspects of the contract and any relevant matters necessary for the effective commencement of services. This meeting shall take place within 30 days of the contract start date and shall be attended by the necessary representatives from both Parties
  3. Quarterly Contract Review Meetings - Throughout the term of the contract, the Parties shall hold quarterly contract review meetings to assess performance, address any issues, review compliance with contractual obligations, and discuss any improvements or changes required. These meetings shall be scheduled in advance and attended by key stakeholders from both Parties.

## 10. Subcontracting to Small and Medium Enterprises (SMEs):

* 1. DVLA is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their subcontracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk [website](https://www.gov.uk/government/publications/department-for-transport-actions-for-improving-business-opportunities-for-small-and-medium-enterprises) for further information). To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.
  2. If you tell us, you are likely to subcontract 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.

## 11. Arrangement for End of Contract

* 1. The Supplier shall fully cooperate with the DVLA to ensure a fair and transparent re-tendering process for this contract. This may require the Supplier 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.

## 12. Response Evaluation

The evaluation will comprise of the following elements:

1. an evaluation of mandatory requirements, if applicable. These will be assessed on a pass/fail basis. Responses that fail any of the mandatory requirements may be disqualified from further consideration.
2. an evaluation of the response based on the quality criteria
3. an evaluation of the prices submitted.

Your response will be evaluated using the weightings **and** criteria weightings set out in Annex 1.

Selection will be based on the evaluation criteria, which demonstrates a high degree of overall value for money, competence, credibility, and ability to deliver.

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

**Mandatory Requirements**

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

**Quality Criteria:**

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

**Quality Criteria Scoring Methodology:**

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

|  |  |
| --- | --- |
| **Points awarded** | **Description** |
| 100 | Fully meets/evidence provided that demonstrates the requirement can be met. |
| 60 | Minor concerns/issues that the requirement can be met. |
| 30 | Major concerns/issues that the requirement can be met. |
| 0 | Does not meet the requirement, not addressed or no evidence provided. |

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

(Allocated Score

X Weighting

Maximum Score)

For example, “Quality Element 1” can be allocated a score between 0 and 100 but carries a weighting of 10%. Supplier A is given a score of 60 for this element so receives a score of (60/100 x 10) = 6%. The scores for each element will then be added together to calculate the overall quality criteria score.

**Financial / Price Criteria**

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

**Financial / Price Criteria Scoring Methodology:**

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

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

(Lowest Quoted Price

X Maximum Score Available (i.e. Weighting)

Price Quoted per Supplier)

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

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

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

**Overall Weighting Allocation**

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| **Quality Criteria** | 50% |
| **Financial / Price Criteria** | 50% |
| **Total** | 100% |

**Calculation of Overall Score:**

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

## Annex 1 - Evaluation Criteria

**Mandatory Criteria**

| **Mandatory Criteria** | **Mandatory Criteria Description** | **Pass/Fail** |
| --- | --- | --- |
| **Availability of Vehicles** | Supplier can provide the DVLA with the required vehicle and driver within a minimum of 24 hours’ notice |  |
| The Supplier shall ensure that all Vehicles must meet appropriate European Union (EU) directives for Carbon Dioxide (CO2) emissions. The minimum current standard is Euro 4 (2006 registration) unless otherwise specified by DVLA at Competition stage. |  |
| Supplier confirms that there will be a direct contractual relationship with the DVLA and will not sub-contract any aspect of the contract requirements |  |

**Scored Quality Criteria**

| **Primary Scored Criteria** | **Primary Scored Criteria Weighting (%)** | **Scored Sub-criteria Description** | **Individual Scored Sub -Criteria Weighting (%)** |
| --- | --- | --- | --- |
|  | 50% | Please describe how do you propose to deliver all requirements outlined in Section 6 of this document | 20 |
| In line with DVLA's Environmental Policy and the Greening Government Commitments. How will you choose the most suitable and sustainable vehicle for each journey we request? This should include your approach to reducing carbon emissions, use of low emission fuels and any relevant sustainability initiatives | 15 |
| In the event of a vehicle breaking down how do you propose to get our staff to their onward location | 15 |
|  | **Total = 100%** |  |  |

**Financial/Pricing Criteria**

| **Primary Financial/Pricing Criteria** | **Financial/Pricing Weighting (%)** | **Description** |
| --- | --- | --- |
| **Pricing Requirements** | 50% | **Please see Annex 6** |
|  | **Total = 100%** |  |

## Annex 2 - Equality, Diversity, and Inclusion Policy

## Annex 3 - Fraud Procurement Statement

## Annex 4 - KPIs

## Annex 5 - Purchase to Pay procedure

## Annex 6 - Pricing Schedule