

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

### Order Form

CALL-OFF REFERENCE: **K280022593**

THE BUYER: **Driver and Vehicle Standards Agency (DVSA)**

BUYER ADDRESS **Berkeley House, Croydon Street, Bristol. BS5 0DA**

THE SUPPLIER: **PA Consulting Services Limited**

SUPPLIER ADDRESS: **10 Bressenden Place, London, SW1E 5DN**

REGISTRATION NUMBER: **00414220**

DUNS NUMBER: **211000617**

SID4GOV ID: **211000617**

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **06/01/25**. It's issued under the Framework Contract with the reference number RM6187 for the provision of T3 Procurement Specialist Review.

### CALL-OFF LOT(S):

Lot 6: Procurement & Supply Chain

### Call-off incorporated terms

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

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

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

3. The following Schedules in equal order of precedence:

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

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

### **Call-Off Schedules**

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

### **Call-off special terms**

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

[None]

**Call-off start date:** 10/02/25

**Call-off expiry date:** 09/02/25

**Call-off initial period:** 12 months

**CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months**

**Call-off deliverables:**

**Option B:** See details in Call-Off Schedule 20 (Call-Off Specification)

## **Security**

[Short form security requirements apply]

**[and]**

[Security Policy]

## **Maximum liability**

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

**£1,000,000.00**

## **Call-off charges**

**Option B:** See details in Call-Off Schedule 5 (Pricing Details)

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

## **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

## **Payment method**

Via Invoice/Purchase Order (BACS)

## **Buyer's invoice address**

Invoices must be sent either electronically. All electronic invoices and credit notes can be emailed, in PDF format, to: [SSa.invoice@Ubusinessservices.co.uk](mailto:SSa.invoice@Ubusinessservices.co.uk)

## FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

### Buyer's authorised representative

XXXXXX redacted under FOIA section No 40  
DVSA, The Ellipse, Padley Road, Swansea. SA1 8AN

### Supplier's authorised representative

XXXXXX redacted under FOIA section No 40  
10 Bressenden Place, London, SW1E 5DN

### Supplier's contract manager

XXXXXX redacted under FOIA section No 40  
10 Bressenden Place, London, SW1E 5DN

### Progress report frequency

On the first Monday of each calendar month

### Progress meeting frequency

On the first Monday of each calendar month (if not a Bank Holiday)

### Key staff

XXXXXX redacted under FOIA section No 40  
10 Bressenden Place, London, SW1E 5DN

XXXXXX redacted under FOIA section No 40  
10 Bressenden Place, London, SW1E 5DN

XXXXXX redacted under FOIA section No 40  
10 Bressenden Place, London, SW1E 5DN

### Key subcontractor(s)

PA Holdings Limited

### Commercially sensitive information

No.	Item(s)	Duration of
<b>Confidentiality</b>		
1	Identity of professional staff and skills experience	5 years
2	Fee rates for professional staff	5 years
3	PA Consulting Methodologies and Tools	5 years

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

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

[DVSA sustainability strategy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/682212/DVSA_sustainability_strategy.pdf)

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

**Formation of call off contract**

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

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

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

Signature: XXXXXX redacted under FOIA section No 40

Name: XXXXXX redacted under FOIA section No 40

Role: XXXXXX redacted under FOIA section No 40

Date: 11/02/2025

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

Signature: XXXXXX redacted under FOIA section No 40

Name: XXXXXX redacted under FOIA section No 40

Role: XXXXXX redacted under FOIA section No 40

Date: 12/02/2025

## **Call-Off Schedules**

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## Call-Off Schedule 3 (Continuous Improvement)

- **Buyer's Rights**

- i. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

### 7. **Supplier's Obligations**

- i. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- ii. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- iii. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - i. identifying the emergence of relevant new and evolving technologies;
  - ii. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - iii. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - iv. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- iv. The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- v. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- vi. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- vii. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- viii. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
  - i. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - ii. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- ix. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- x. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- xi. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- xii. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



## Call-Off Schedule 4 (Call Off Tender)

XXXXXX redacted under FOIA section No 43

## Call-Off Schedule 5 (Pricing Details)

XXXXXX redacted under FOIA section No 43

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Call-Off Schedule 9 (Security)

### Part A: Short Form Security Requirements

- **Definitions**

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

<b>"Breach of Security"</b>	<ul style="list-style-type: none"><li>• the occurrence of:<ul style="list-style-type: none"><li>any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</li><li>the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li></ul></li></ul> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and has been updated from time to time.

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

- The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- Where the Security Policy applies the Buyer shall notify the Supplier of any

changes or proposed changes to the Security Policy.

- iv. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- v. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

## **9. Security Standards**

- i. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- ii. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - i. is in accordance with the Law and this Contract;
  - ii. as a minimum demonstrates Good Industry Practice;
  - iii. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - iv. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- iii. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- iv. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

## **10. Security Management Plan**

- i. **Introduction**
  - i. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- ii. **Content of the Security Management Plan**
  - i. The Security Management Plan shall:
    - 1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
    - 2. identify the necessary delegated organisational roles for those

responsible for ensuring it is complied with by the Supplier;

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

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

- i. Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- ii. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working

Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- iii. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- iv. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

iv. **Amendment of the Security Management Plan**

- i. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - 1. emerging changes in Good Industry Practice;
  - 2. any change or proposed change to the Deliverables and/or associated processes;
  - 3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - 4. any new perceived or changed security threats; and
  - 5. any reasonable change in requirements requested by the Buyer.
- ii. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
  - 1. suggested improvements to the effectiveness of the Security Management Plan;
  - 2. updates to the risk assessments; and
  - 3. suggested improvements in measuring the effectiveness of controls.
- iii. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- iv. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on



timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 11. Security breach

- i. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- ii. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
  1. minimise the extent of actual or potential harm caused by any Breach of Security;
  2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  3. prevent an equivalent breach in the future exploiting the same cause failure; and
  4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- i. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
  1. minimise the extent of actual or potential harm caused by any Breach of Security;
  2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  3. prevent an equivalent breach in the future exploiting the same cause failure; and
  4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- iii. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## Call-Off Schedule 15 (Call-Off Contract Management)

- **Definitions**

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

<b>"Operational Board"</b>	the board established in accordance with paragraph 4.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;

### **Project Management**

**The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.**

**The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.**

**Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.**

### **12. Role of the Supplier Contract Manager**

- i. The Supplier's Contract Manager'(s) shall be:

the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;

able to cancel any delegation and recommence the position himself; and

replaced only after the Buyer has received notification of the proposed change.

- ii. The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- iii. Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### **Role of the Operational Board**

**The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.**

**The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.**

**In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.**

**Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.**

**The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.**

### **13. Contract Risk Management**

- i. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- ii. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

the identification and management of risks;

- i. the identification and management of issues; and
- ii. monitoring and controlling project plans.
- iii. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

- iv. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

## Call-Off Schedule 16 (Benchmarking)

### • Definitions

v. In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	In respect of Benchmarked Rates, based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value

	for money for the recipients of Comparable Deliverables.
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#### 14. When you should use this Schedule

- i. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- ii. This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- iii. Amounts payable under this Schedule shall not fall with the definition of a Cost.

#### 15. Benchmarking

##### i. How benchmarking works

- i. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- ii. The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- iii. The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- iv. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- v. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- vi. Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- vii. The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the

Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

**ii. Benchmarking Process**

- i. The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
  1. a proposed cost and timetable for the Benchmark Review;
  2. a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
  3. a description of how the benchmarker will scope and identify the Comparison Group.
- ii. The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- iii. The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- iv. Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- v. Once it has received the Approval of the draft plan, the benchmarker shall:
  1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgement using:
    - a. market intelligence;
    - b. the benchmarker's own data and experience;
    - c. relevant published information; and
    - d. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
  2. by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

3. using the Equivalent Data, calculate the Upper Quartile;
4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- vi. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- vii. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
  1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  2. exchange rates;
  3. any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### iii. **Benchmarking Report**

- i. For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- ii. The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
  1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  2. if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  3. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- iii. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).





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

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

An aerial photograph of a multi-lane highway interchange. A light blue rectangular box is overlaid on the left side of the image, containing text. The highway has several lanes with white lane markings. A few cars are visible on the road. To the left of the highway is a dense green forest. A curved road or ramp is visible in the lower left corner.

**K280022593**

**T3 Procurement Specialist  
Review**

**Requirements Specification**

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## OVERVIEW OF THE AUTHORITY

The Driver and Vehicle Standards Agency (DVSA) an executive agency of the Department for Transport.

DVSA's primary aim is to improve road safety in Great Britain by setting standards for driving and motorcycling, and making sure drivers, vehicle operators and MOT garages understand and follow roadworthiness standards. DVSA also provides a range of licensing, testing, education and enforcement services.

DVSA employs over 4,500 staff who work out of over 1,000 varied locations, including third party and remote sites across Great Britain. DVSA's Head Office is at Berkeley House, Croydon Street, Bristol, BS5 0DA with other administrative offices across Great Britain. You can find more information about what we do via this link: [Driver and Vehicle Standards Agency - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/organisations/dvsa)

## BACKGROUND TO YOUR REQUIREMENT

The Theory Test Service (TSS) is a live service which delivers the ability for users to book and manage theory tests as well as the creation and delivery of tests on an e-assessment platform. This Statement of Work covers the Strategic Outline Business Case, including potentially changing the existing delivery model to one of "Home Based" remote first delivery utilising innovative delivery models.

This SOW delivers scope defined and will work in collaboration with DVA, CDDO, DVSA Policy, TSS and current TTS staff.





The current volumes are forecast to at 3.7 million tests from 210 UK test centres and a number of third party dedicated in house facilities. The service is provided under an MOU to DVA Northern Ireland.

This phase of work will provide options for further opportunities for DVSA to:

- Explore other commercial delivery models which may be able to improve market competition and therefore value for money.
- Address any gaps in the current service provision, to meet and exceed user expectations.
- Transform from a fundamentally transactional service to one that can support DVSA's strategic aim of helping drivers through a lifetime of safe driving.

## YOUR REQUIREMENT

For DVSA to move towards the realisation of a remote first theory test, we would like to produce a Strategic Outline Business Case (SOBC) (and all subsequent business cases) that is attractive to the market in the e-assessment field and network provision of fixed test sites.

This first phase (one) will help DVSA to address the options and assumptions with key questions around new delivery models through the SOBC and seek stakeholder approval on approaches to fraud mitigation, public adoption, and considerations for both the service and commercial proposition.

DVSA will during the early weeks seek guidance on the appetite and ambition of the new Government for the level of transformation of the service.

By February 2025, we will have created the SOBC for a Transformed Theory Test operational delivery model that allows stakeholders to determine the pace and ambition for remote delivery of the test.

### Business Cases.

- For the phase one of **development** of the T3 service approvals build a SOBC using the approved Government 5 cases model.
- Economic and risk analysis in accordance with HMT Greenbook rules.

- Financial case required content and how this fits with the economic case (the Project will make available a DfT Finance Officer to assist).
- Commercial case - standard ways of contracting for real estate solutions (including FM, refurbishment and “in-concession mini-projects”).
- Quality control on all products and other Business Case support as required and directed.
- **Ensure** all developments adopt an approach that is aligned to DVSA's future strategic plans and wider DfT policies.
- Options in the SOBC must be **implementable** and translate into practical implementation within the timescales of the project.
- Conceptual options must be clearly captured with **risks stated**.
- **Identify opportunities** for commercialisation of the Theory Test service.
- **Development of OBC and FBC in line with SOBC.**
- **Support in presentation** of business cases to all relevant approval boards/committees.

#### **Application of Cabinet Office Playbook Key “Plays”**

- Should cost modelling.
- Familiarity with the Cabinet Office playbook guidance.
- Discounted cash flow analysis.
- Techniques for risk adjustment (e.g., expected value).
- Practicalities of making estimates for unknowns, based on reasonable assumptions and benchmarks.
- To contribute to aligning the SCM into the overall DVSA/Cabinet Office Delivery Model Assessment.

#### **Market Engagement**

- Scheduling, organizing and hosting market engagement sessions for the upcoming T3 Theory Test tender process to engage industry leading prospective suppliers.
- Conducting stakeholder engagement sessions to inform the development of the new service.

#### **Ongoing ad hoc assurance and support**

- To provide ongoing ad hoc capability to support DVSA throughout the Theory Test tender process. This will include assurance on processes and documentation, assistance with market health assessments and support on supplier-created approaches and documentation.
- Please note all services stated within RM6187 Lot 6 framework specification may be required. Services are listed below:

- Provision of objective advice in relation to procurement and supply chain. This may include identification of options with recommendations as well as implementation and delivery.

### **Additional services**

The following services may be required within the contract period, including the following specific within the RM6187 Framework Specification for Lot 6.

- Category management;
- Commercial review;
- Contract management;
- Cost reduction;
- Digitalisation;
- Financial advice;
- Outsourcing and insourcing;
- P2P;
- Procurement process;
- Sourcing;
- Supplier management;
- Supply chain and logistics; and
- Tender development and analysis

### **WORKERS**

Please note that an IR35 assessment of this work has been completed and IR35 rules do apply.

### **BASE LOCATION**

The base location for this work will be DVSA's admin office in Nottingham, however this work can be completed remotely with occasional travel to physical location. The frequency will be established upon contract award.

### **PAYMENT**

Via Invoice/Purchase Order (BACS)

Suppliers must be in possession of a valid Purchase Order number prior to submitting an invoice. All invoices must be submitted electronically.

Full payment processes will be provided upon contract award.

### **KEY MILESTONES**

**Please note that these deliverables indicate parts of the work that is known to be required in the early stages. The work conducted within these phases will inform DVSA of what is required within the later phases.**

#### **Deliverables 1: Strategic Outline Business Case**

- **Drafting, finalization and presentation of the Strategic Outline Business Case to all relevant approval boards and committees. (Supplier to lead on creation of documents with support from DVSA project team).**

**Timeframe: Finalisation of SOBC Within 6 weeks of Contract Award.**

#### **Deliverable 2: Creation of full Should Cost Model (SCM)**

- **Development of dedicated SCM to support and inform the SOBC. Including market assessment to inform the SCM.**

**Timeframe: To coincide with submission of SOBC to DVSA.**

#### **Deliverable 3: Market Engagement**

- **Support on internal and external stakeholder engagement**
- **Engagement with relevant markets**
- **Development of market engagement strategies**

**Timeframe: End of Sept 25**

#### **Deliverable 4: Transfer of contract specific knowledge to DVSA staff**

**Timeframe: Continuous**

#### **Deliverable 5: Ad Hoc Commercial Delivery Support**

**Timeframe: Continuous**

### **AUTHORITY'S RESPONSIBILITIES**

- **To provide the Supplier with access all relevant and**



**necessary information/data required to fulfil the stated deliverables.**

## REPORTING

- **Progress reports will be required from the supplier at monthly intervals and upon approved completion of any milestones.**

## KEY PERFORMANCE INDICATORS (KPIs)

Performance Indicator (PI)	PI Target	Measured by
Response timing – Response to all DVSA communications within 24 hours (excluding weekends).	100%. 50% up to 1 day late. 0% over 1 day late.	Confirmation of receipt and time of receipt by DVSA.
All undisputed invoices to be paid within 30 calendar days of issue.	100% if paid within 30 calendar days. 0% if paid over 30 calendar days.	Confirmation of receipt and time of receipt by DVSA.
Provision of stated works on agreed project deadlines.	100%.	Confirmation of receipt and time of receipt by DVSA.
Rectification of work in report.	100% within 5 working days.	Confirmation of receipt and time of receipt by DVSA.
Transfer of contract specific expert knowledge to DVSA staff.	N/A	Ongoing, with regular meetings to be conducted between supplier and DVSA to discuss development. (frequency of meetings to be confirmed upon award).

Attendance at DVSA meetings.	100% unless exceptional circumstance or with prior notice given.	Confirmation of receipt and time of receipt by DVSA.
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## DEFINITIONS AND ACRONYMS

N/A

## CALL-OFF INCORPORATED TERMS

The following documents will be incorporated alongside the core terms (version 3.0.10 v5) and all mandatory schedules into the Call-Off Contract awarded as a result of this ITT.

### Joint Schedules

- iv. [Joint Schedule 6 (Key Subcontractors)]
- v. [Joint Schedule 7 (Financial Difficulties)]
- vi. [Joint Schedule 8 (Guarantee)]
- vii. [Joint Schedule 9 (Minimum Standards of Reliability)]

### Call-Off Schedules

- viii. [Call-Off Schedule 5 (Pricing Details)]
- ix. [Call-Off Schedule 6 (ICT Services)]
- x. [Call-Off Schedule 7 (Key Supplier Staff)]
- xi. [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
- xii. [Call-Off Schedule 9 (Security)]
- xiii. [Call-Off Schedule 10 (Exit Management)]
- ~~xiv. [Call-Off Schedule 12 (Clustering)]~~
- xv. [Call-Off Schedule 13 (Implementation Plan and Testing)]
- ~~xvi. [Call-Off Schedule 14 (Service Levels)]~~
- xvii. [Call-Off Schedule 15 (Call-Off Contract Management)]
- xviii. [Call-Off Schedule 16 (Benchmarking)]
- ~~xix. [Call-Off Schedule 17 (MOD Terms)]~~
- xx. [Call-Off Schedule 18 (Background Checks)]
- xxi. [Call-Off Schedule 19 (Scottish Law)]
- xxii. [Call-Off Schedule 20 (Call-Off Specification)]
- ~~xxiii. [Call-Off Schedule 21 (Northern Ireland Law)]~~
- ~~xxiv. [Call-Off Schedule 23 (HMRC Terms)]~~

No other Supplier terms will be part of the Call-Off Contract awarded as a result of this ITT.