# **Specification**

## **Executive Car Support Services**

for the Government Car Service

**Contract Reference: TRSS0023** 

Date: 16/10/2019

Version: **V2** 

## **CONTENTS**

1. Introduction	3
2. Background to the Requirement	3
3. Indicative Procurement Timeline	3
4. Scope	4
5. Implementation and Deliverables	5
6. Specifying Services	6
7. Security - Mandatory	10
8. Quality Assurance Requirements	11
9. Environmental Factors	12
10. Management and Contract Administration	12
11. Purchase to Pay Procedure	14
12. Data Protection	15
13. Documentation	15
14. Arrangement for End of Contract	15
16. Points of Contact	16
Annex 1 – Schedule of Processing, Personal Data & Data Subjects	17

#### 1. Introduction

The Department for Transport (DfT) invites proposals for the provision of Executive Car Support Services for the Government Car Service (GCS). This contract will be subject to the DfT General Conditions of Contract for Services below £5m 24 January 2019 as found on <a href="https://www.gov.uk/government/publications/general-conditions-of-contract-for-services">https://www.gov.uk/government/publications/general-conditions-of-contract-for-services</a>.

Please see the document entitled '03 Instructions for Tenderers by electronic means' for details on how to bid for this requirement.

Tenders can only be submitted by electronic means via the AWARD e-tendering system. Please email ruth.morley@dft.gov.uk for access to this system.

### 2. Background to the Requirement

The GCS is a part of the central DfT. GCS provides secure car and driver services to the UK Government, its Ministers and senior officials, enabling passengers to still work while travelling safely and securely. GCS has provided its service to the UK Government for over 70 years.

DfT requires the services of a supplier(s) to support the GCS in the provision of its Pre-Booked Service on the occasion(s) when it is unable to meet customer demand using its own secure car and driver resources.

#### 3. Indicative Procurement Timeline

Description	Date
Publication of the ITT	21/10/2019
Clarification Period starts	21/10/2019
Clarification Period closes Tender Clarifications Deadline	09/11/2019 (12:00 Noon)
Deadline for the publication of responses to Tender Clarification questions	12/11/2019 (17:00)
Deadline for submission of Tenders Tender Submission Deadline	15/11/2019 (12:00 noon)

Commencement of Evaluation Process	15/11/2019 (12:00 Midday)
Conclusion of Evaluation Process	21/11/2019
Potential Conclusion of Standstill Period	05/12/2019
Potential Contract Award	06/12/2019
Potential Contract Signature	06/12/2019
Potential Contract Commencement	09/12/2019

### 4. Scope

- 4.1 The Contract is for the operational support of the GCS in the delivery of its Pre-Booked Service. The Contract is not accessible by any other Government department or their agencies.
- 4.2 The Contract will be administered from the GCS Operations centre, located in London SE1. All orders/requests for services will be issued to the Supplier(s) from the GCS Operations centre.
- 4.3 The Pre-Booked Service offers GCS customers a secure car and driver service booked in advance for single, ad hoc journeys, primarily in and around central London (principally in SW1). Services may be required to/from major transport hubs (i.e. London's airports and train stations) and to other locations in greater London postal districts within the boundary of the M25 motorway and further afield (i.e. to/from the English Home Counties/Regions etc.) when required.
- 4.4 GCS provides its service to a high profile but restricted clientele. Demand is not extensive and fluctuates; it is dictated by the Parliamentary timetable and GCS's ability to resource the service with its own staff. Average monthly expenditure on outsourced Executive car and equivalent services for the last three financial years is £2.18k (excl. VAT).
- 4.5 Most journeys would expect to be undertaken on weekdays either early in the morning (pre 09:00 hours) or in the evening (post 18:00 hours), predominantly during Parliamentary session dates. There are limited requirements within between 09:00 18:00 hours Monday to Friday) and occasionally at weekends/public holidays.
- 4.6 Bidders should note that this competition may result in the award of Contracts to more than one supplier. DfT does not guarantee a minimal level of work or value of orders being placed, nor that any orders shall be placed to support GCS in the

delivery of this ad hoc service requirement. However, it is GCS's intention that any work required will be allocated amongst the suppliers in a fair and transparent manner.

### 5. Implementation and Deliverables

#### 5.1 Commencement date and Contract duration

Subject to the Department's right of termination under the Conditions, the Contract shall be in force from the Award Date for an initial period of two (2) years with the Department having the option to extend the Contract for a further (1) year. The initial three (3) to six (6) month period commencing from the Contract Award date will form the basis of a mobilisation period as detailed in section 5.2. The actual length of the mobilisation period will be dependent upon the time taken to obtain security clearance of the nominated Supplier's staff to the required standard (see section 7 – Security). Contract activity and orders for work will commence once a satisfactory number of Supplier's staff achieve clearance to the required standard (see section 7.3).

#### 5.2 Milestones and deliverables

Upon Contract Award, an initial three (3) month to six (6) month mobilisation period will be commenced to implement the following key milestones:

Milestone	Description	Timeframe
1	Attend Contract inception meeting with GCS representatives to establish expectations of both parties, define operational procedures in line with the Contract requirements (vehicle and driver) and set out realistic timelines for commencement, covering limitations of use whilst awaiting security clearances.	Within week 2 of Contract Award
2	Nominate operational and driving employees to be used on this Contract, providing evidence that they meet the mandatory staffing requirements for this Contract (see section 6.1.1).	Within week 3 of Contract Award
3	Provide evidence of required staff qualifications (see section 6.1.3)	Within week 3 of Contract Award
4	Commence security clearance by one of the government's regulatory bodies (see section 7 – Security). It is only upon the successful completion of this milestone (receipt of CTC clearance notification) that activity on the Contract can commence. GCS will issue an NSV Application form upon Contract Award to be completed by the Supplier(s) for this process to begin.	Within week 3 of Contract Award
5	Provide company bank details (on company headed paper), main point of contact details and other company information necessary for setting the Supplier up as a vendor within DfT's Shared Services system and the GCS Operational system.	Within week 2 of Contract Award.
6	To process and obtain security clearances to a point where it is considered by GCS to be adequate to commence activity.	Within weeks 12 to 26 of Contract

Award

### 5.3 Regulatory Operator's licence

DfT require the successful bidder(s) to provide proof of a valid Transport for London (TfL) or Local Authority Private Hire Vehicle (PHV) operator's licence as part of their tender response.

### 6. Specifying Services

### 6.1 Required Supplier's staffing requirements – Mandatory

- 6.1.1 Supplier(s) shall provide the services required using:
  - a) their own directly employed staff; and/or
  - b) designated self-employed staff, who have a demonstrable minimum term of a one (1) year working relationship with the Supplier.

Sub-contracting GCS's requirement to third party suppliers is strictly forbidden.

- 6.1.2 Bidders are to disclose, within their tender, the current (i.e. at the date of their tender response) number of their operational and driver employees that meet this (section 6.1.1) minimum qualifying criterion (i.e. bidders should include an outline company structure, including management, operational and driving employees as part of their tender proposal). DfT will require the successful Supplier(s) to provide GCS with evidence of their staff's employment type/status (i.e. company employees/self-employed staff/payroll list data) when nominating employees for security clearance (see section 7).
- 6.1.3 Prior to the commence of services under this contract, and successful completion of security clearance to the level specified in section 7, Supplier's staff shall have the qualifications and competencies appropriate to the performance aspect of the service that they are employed to perform. Successful supplier(s) shall provide GCS with the evidence during the Contract mobilisation period (i.e. licence copies etc.) to support:
  - Whether they hold Baseline Personnel Security Standard (BPSS)<sup>1</sup>;
  - The employee's right to work in the United Kingdom;
  - That they hold an appropriate, valid, current UK driving licence<sup>2</sup>
  - That they hold a valid TfL or Local Authority PHV Operator's Licence (see section 5.3);
  - Professional driver training qualification(s) held i.e. RoSPA, IAM etc.

-

<sup>&</sup>lt;sup>1</sup> See Security requirement detailed within section 7.1

<sup>&</sup>lt;sup>2</sup> GCS will seek a assurance from the successful Supplier(s) that they regularly check individual's driving licences online via DVLA website at the start of and periodically (minimum annually) throughout the duration of the Contract to ensure that their employees are legally licenced to drive.

- 6.2 **Required Driver standards.**
- 6.2.1 Drivers shall observe the strictest standards of safe driving at all times, regardless of any pressures of time. Drivers shall conform to all road traffic regulations and legislation, taking into account all future legislation that may be brought into force during the period of the Contract.
- 6.2.2 The safety of the passenger(s) is the prime consideration at all times. Drivers shall observe all road and traffic conditions at any time, including parking restrictions. See section 6.5.9 in relation to any fines incurred whilst operating under this Contract.
- 6.2.3 Drivers shall demonstrate a thorough geographical knowledge of the London road network whilst carrying out their duties, especially within the central London postcodes (SW1, WC1, SE1 & W1); only using satellite navigation systems as a support device and not as a default device. Knowledge of prominent UK Government building locations in central London (i.e. the Houses of Parliament etc.) is paramount. If a driver does not demonstrate competence in being capable of efficiently performing their duties (i.e. GCS receive negative customer feedback in the form of a written complaint (that is subsequently upheld) relating to a driver getting lost or not knowing prominent UK Government buildings), it shall not be in the DfT's interest for such a person to be employed or engaged by the Supplier in relation to the Contract, the Supplier shall remove such person from the list of drivers available to GCS on this Contract without delay or upon being requested to do so.

#### 6.2.4 Drivers shall not:

- a) smoke in, near or within the immediate vicinity of the vehicle;
- b) carry out any unlawful act at the behest of their passengers i.e. break speed limits etc.;
- c) consume alcohol (in any form) or any illegal drug or intoxicant during an assignment, and during the twenty-four hour period preceding.
- 6.2.5 Drivers shall be dressed in either a corporate uniform or a suit (n<sub>.</sub>b. hats/caps are not required) and be of neat and tidy appearance.
- 6.2.6 Drivers shall prominently display on their person their company's photo identification pass, which is to include the full name of the driver. A specimen pass is required to be submitted as part of the tender submission.
- 6.2.7 Drivers are to be able to communicate clearly with passengers and the GCS in the English language. Drivers are to be courteous, considerate and have a good manner, avoiding unnecessary conversation with GCS passengers. Car audio systems etc. are not to be played while passengers are present unless specifically requested to do so.
- 6.3 **Vehicle standards Mandatory**

- 6.3.1 Ownership all vehicles used for this contract are to be either registered, outright purchased or contract hired/leased to the successful Supplier(s). Bidders are to state the number of vehicles they operate that meet this qualifying criterion as part of their tender. Proof of vehicle ownership, by presentation of the vehicle's V5 document or lease hire agreement documentation, shall be made to GCS upon request. The use of owner/driver operators will not be permitted (see section 6.1.1).
- 6.3.2 Vehicles shall be at least medium executive saloon class, able to carry a minimum of four (4) passengers and their luggage, and shall:
  - Conform to <u>all</u> legal requirements, be taxed and carry <u>all</u> relevant certification documents;
  - Be comprehensively insured against all risks associated with the carrying of passengers for hire and reward – a copy of the insurance certificate(s) to be provided as part of the tender and provided annually thereafter upon the policy's renewal date;
  - Be less than 4 years old;
  - Be professionally serviced and maintained in line with the manufacturer's standards:
  - Be kept clean inside and out <u>at all times</u>;
  - Be fitted with suitable reading lights;
  - Shall not be fitted with an in-car two-way radio system of any description (or show signs of one being fitted e.g. external aerial); and
  - Be equipped with up to date satellite navigation system.

The Supplier's vehicles and premises are to be open for inspection by DfT officials at all reasonable times. The Supplier shall seek approval from GCS regarding acceptability of any vehicle(s) under the Contract and will discontinue the use of any vehicle identified as unsatisfactory.

### 6.4 Ordering procedure

- 6.4.1 The Contract will be administered from the GCS Operations centre, currently located in London SE1. The centre is open between 06:00-00:00 hours Monday to Friday incl. and at weekends between 09:00-17:00 hours whilst the UK Parliament is in session.
- 6.4.2 All requests will be issued from the GCS Operations centre. On no account will Suppliers accept orders/requests from anyone other than a member of the GCS Operations centre's management (a defined list if approved GCS personnel will be shared with the appointed Supplier(s).
- 6.4.3 A unique job reference no. will be quoted for each request. This reference no. is to be shown on all correspondence relating to each request, including the billing of the request on an invoice.
- 6.4.4 GCS will provide the following job details at the time each request is made:
  - Unique GCS job reference no.
  - Journey date and pick-up time (24-hour clock);

- Passenger's name;
- Journey type (i.e. drop, wait & return etc.);
- Pick-up point(s) address;
- Drop-off point(s) address;
- Type of vehicle required (i.e. saloon or MPV etc.); and
- Any special instructions.

### 6.5 Standards of performance

- 6.5.1 Booking acceptance<sup>3</sup> GCS will give the Supplier as much prior notice as possible for all pre-booked service requests. The Supplier shall not accept any booking without first guaranteeing to provide the vehicle and security cleared driver at the requested time and pick-up address point. The Supplier will respond to all service requests with an acknowledgement and GCS booking reference.
- 6.5.2 Response times For central London (e.g. SW1, WC1, SE1 & W1 postcode areas) where a vehicle is required immediately, the Supplier shall provide a vehicle within 30 minutes from the time of the request. For Greater London postcode areas within the boundary of the M25 Orbital, the Supplier shall provide a vehicle within 1 hour of the request.
- 6.5.3 Punctuality arriving at the pick-up point on time is of the utmost importance. The vehicle shall be at the pick-up point at the time specified by the GCS. Suppliers should aim to have their resources arrive at the pick-up point address a minimum of five (5) minutes in advance of the specified time. If a vehicle is not available or cannot reach a pick-up point before the specified time, the Supplier shall notify the GCS as soon as the Supplier is aware that the service cannot be fulfilled on time and no later than the time of the specified booking.
- 6.5.4 Consequence of non-arrival Upon a Supplier accepting a request; if a vehicle is not available at the pick-up point address at the time specified, directly leading to a service failure, the GCS will be able to employ other means to meet the requirement. The Supplier will not be able to charge GCS for a failed service.

In the instance of non-arrival, the GCS may recover from the Supplier the following losses incurred by the GCS to the extent that they arise as a result of the service failure:

- any additional operational and/or administrative costs and expenses incurred by the GCS, including costs relating to time spent by or on behalf of the GCS in dealing with the consequences of the service failure;
- any wasted expenditure or charges;
- the additional cost of procurement replacement services
- 6.5.5 Passenger delays there will be times when passengers may be delayed (e.g. late train/flight arrivals etc.). Under such circumstances, the Supplier's driver

<sup>&</sup>lt;sup>3</sup> All GCS requests are to be processed through the Supplier's operating system, which shall adhere to the GDPR requirements as set out in this Specification (see section 12 – Data Protection).

shall inform the GCS after twenty (20) minutes if no contact is made with the passenger. Drivers shall not leave the pick-up point without seeking the authority from the GCS to do so.

- 6.5.6 Vehicle breakdown/accidents
- 6.5.6.1 The Supplier's drivers shall contact their control centre to allow for immediate notification of delays, breakdown or accident etc. The Supplier shall maintain regular contact with the GCS Operations centre during such incidents, providing updates etc. as appropriate.
- 6.5.6.2 Continuation of journey in the event of a vehicle incident whilst carrying a passenger, a replacement vehicle shall be supplied at the earliest possible moment; target time of thirty (30) minutes within central London. If this is not possible, GCS will be able to employ other means to meet the requirement. Any extra cost reasonably incurred by the GCS because of the Supplier's vehicle being unable to complete a journey due to breakdown/accident etc. will be borne by the Supplier (see 6.5.4).
- 6.5.6.3 The Supplier will make no claim for any period of time incurred due to breakdown or any other occurrences that renders their vehicle immobile.
- 6.5.7 Performance/Service failure the Supplier is to provide the service to the performance standards detailed within the specification. Repeated performance/service failures, as identified and reported within the KPIs (see section 10.4) will be grounds for DfT to initiate the termination of the Contract
- 6.5.8 Cancellation the GCS reserves the right to cancel a request/order/booking etc. at any time. Should cancellation be made by GCS after the Supplier has despatched its service to meet the designated pick-up time (and within the response times quoted at section 6.5.2), agreed minimum charge will be payable as a cancellation fee. No payment will be made for requests/orders/bookings cancelled prior to despatch of service.
- 6.5.9 Fines It is the Supplier's responsibility to liaise with the relevant issuing authority for any fines (i.e. Notice of Impending Prosecution, parking fines or other Penalty Charge Notices (PCN's) etc.) incurred by any driver of a vehicle on hire to the DfT under this Contract. DfT is not liable to pay any fine incurred by the Supplier's staff in the performance of this Contract.

### 7. Security - Mandatory

7.1 Security is of paramount importance to DfT/GCS in the provision of this service. Tenderers shall demonstrate their compliance with the requirements of the UK Government's Baseline Personnel Security Standards (BPSS) when submitting their bid (<a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>).

- 7.2 Upon Contract award, Supplier(s) will be required to submit names of directly employed, salaried staff and self-employed staff (operational and drivers) to work directly on this Contract to enable satisfactory security clearance by one of the regulatory bodies to Counter Terrorist Check (CTC) level.
- 7.3 Security clearances will be initiated by DfT and then rely on the prompt action of the individual(s) to provide all the information required by the regulatory body within a defined timeline. Instructions and guidance for the security clearance process will be issued to the successful Supplier(s) via inline portal. Delays by any individual will prolong the full commencement of the Contract.
- 7.4 All control room staff, due to their access to the sensitive nature of the information of this contract, shall have obtained CTC clearance before any work can commence on this contract.
- 7.5 In addition, all drivers, which are to be used in the delivery of this contract shall have obtained CTC clearance before any work can commence on this contract.
- 7.6 Supplier(s) shall inform GCS within 24 hours of any changes to their personnel who hold valid Government security clearance i.e. should a person leave their employment, a change of personal circumstances (i.e. marriage/civil partnership/divorce etc.) or be convicted of a criminal offence. Security Clearances will be rescinded immediately upon notification of a person leaving the Supplier's employment. DfT may audit (or even spot check) Suppliers' compliance with this mandatory requirement.
- 7.7 Identifier boards the successful bidder(s) will be permitted to use the initials "GCS" on their identifier boards when meeting GCS passengers only. The identifier is to be of sufficient size to enable the customer to recognise it from a reasonable distance. The board/design shall not resemble an official GCS board (i.e. it will not display the government crest/crown) and Suppliers' staff shall not masquerade as official GCS employees/representatives. The "GCS" identifier is not to be openly displayed at any other time and is to be removed from view once the passenger is on board.
- 7.8 Successful Suppliers shall not actively market, promote, advertise or use for commercial advantage the security clearance granted to their staff or organisation as applied for under the auspices of this Contract.

Any breach of this condition (Section 7 - Security) by a Supplier may result in the immediate termination of this Contract.

#### 8. Quality Assurance Requirements

Bidders are to detail a quality plan to cover the provision of the Services to the requirements of the specification and to the standards contained within the Supplier's accredited Quality Management System (i.e. ISO9001 or equivalent).

Bidders are to outline how they expect to adhere to the performance standards of the Contract and continually improve the way in which the required Services are to be

delivered throughout the duration of the Contract, including how they would present new ways of working during Contract review meetings i.e. any proposed technological improvements to their service operation (any changes require agreement by DfT prior to implementation).

#### 9. Environmental Factors

- 9.1 DfT are very concerned about the impact that our contracted services have on the environment, both globally (i.e. using sustainable or recycled resources) and on the local community (i.e. reducing pollution, waste and improving local air quality). Our everyday activities can have a significant impact on the environment and DfT take responsibility to reduce these impacts very seriously.
- 9.2 GCS is working to remove diesel vehicles from its fleet, replacing them as they become due for renewal with fit for purpose non-diesel alternatives that take into consideration operational requirements. GCS are committed to meeting the target that 25% of cars in central government will be ultra-low emission by 2022.
- 9.3 Suppliers are required to provide DfT with details of how they intend to augment or replace their own vehicle fleet with ultra-low emission vehicles over the duration of this Contract.
- 9.4 Transport for London (TfL) Central London Congestion Charge/Ultra Low Emission Zone Supplier(s) are asked to state what effect (if any) the central London Congestion Charge and the ULEZ charge (introduced on 8th April 2019) has on their prices and rates within the Price Schedule.

### 10. Management and Contract Administration

- 10.1 Operational working methods will be established to provide the key components for the operation of this Contract. This will\_refer directly to the performance requirements detailed within this Specification.
- 10.2 DfT/GCS will monitor the Supplier's performance in their provision of the Services required. A quarterly review meeting will be scheduled throughout the duration of the Contract. These meetings will review:
  - Ordering procedures;
  - Service performance/delivery;
  - Contractual/Operational lines of communication;
  - Activity report;
  - KPIs;
  - Incident reporting;
  - Invoicing/payment performance;
  - Complaints/improvements;
  - Security clearance issues.

- 10.3 Activity report a quarterly (summary) activity report shall be sent to GCS contract representative detailing any issues that arose and details of the resolutions. This is to be provided in an Excel spreadsheet format, detailing among other things the number of jobs completed, cumulative value, no. of incidents, the issue, resolution, and time taken to resolve. Bidders are required to submit a sample report outlining what content will be provided as part of the Contract Management provision.
- 10.4 Key Performance Indicators (KPIs)
- 10.4.1 The following KPIs will be used to monitor the Supplier's performance under this Contract:

KPI	Detail	Relevant	Required
No.		Section	%
1	Use of security cleared drivers	7	100%
2	Correct response to service requests from GCS	6.5.1	100%
3	Response times	6.5.2	100%
4	Punctuality	6.5.3 &	100%
		6.5.4	
5	Contingency plan implementation/performance	6.5.6.2	100%
6	Invoice accuracy and timing	13.1	100%
7	Security clearance monitoring	7.6	100%

KPIs are to be collated on a monthly basis and reported to GCS at each quarterly review meeting (Section 10.2). Suppliers should note that KPI failure could result in a reduction of the number of service requests to the Supplier, initiation of remedial actions (Section 10.4.2) or the initiation of the termination of the Contract (see section 6.5.7).

#### 10.4.2 Performance Management

The following remedies are in addition to those arrangements made within DfT General Conditions of Contract for Services below £5m 24 January 2019 as found on <a href="https://www.gov.uk/government/publications/general-conditions-of-contract-for-services">https://www.gov.uk/government/publications/general-conditions-of-contract-for-services</a>.

If the Supplier fails to achieve any of the KPI targets (Section 10.4.1) on any one or more occasions, the DfT shall have the right to exercise (in its absolute discretion) all or any of the following remedial actions set out in sections 10.4.2 (a) to (e) below:

- a) Require the Supplier to attend, within a reasonable time, one (1) or more meetings that the request of DfT in order to resolve the issues raised by DfT in its notice to the Supplier requesting such meetings;
- b) DfT shall be entitled to issue an improvement notice on the Supplier and the Supplier shall implement such requirements for improvement set out in the improvement notice;

- c) DfT shall be entitled to suspend the Supplier from being offered any work under the auspices of this Contract until DfT is satisfied that the Supplier has implemented such requirements for improvement as set out in the improvement notice and/or implemented an improvement plan submitted pursuant to Section 10.4.2 (a) above and approved by DfT;
- d) In the event that the DfT has, in its absolute discretion, invoked one or more of the remedies set out in Section 10.4.2 (a) to (d) above and the Supplier either:
  - i. Fails to implement such requirements for improvement as set out in any improvement plan requested and approved and/or;
  - ii. Fails to implement any improvement plan approved by DfT pursuant to Section 10.4.2 (a) and/or;
  - iii. Fails to comply with any reasonable request made by the DfT within such reasonable timescales as have been specified by the DfT; or
  - iv. Does not comply with such requests made by -the DfT within such reasonable timescales as have been specified by the DfT but the Supplier fails to achieve any of the KPI targets on any one occasion,

Then, without prejudice to any other rights and remedies of termination provided for within the Contract documentation, the Supplier shall be in Default and the DfT shall be entitled by notice in writing to terminate this Contract.

### 10.5 Escalation procedure

The Supplier is required to provide a copy of their proposed escalation procedure and business continuity plan relevant to the service provision of this Contract. It will be reviewed as part of the tender process to ensure that it is fit for purpose.

#### 10.6 Misconduct

If, in the opinion of GCS, any representative of the Supplier shall be guilty of misconduct or be incapable of efficiently performing their duties, or it shall not be in the public interest for any person to be employed or engaged by the Supplier in relation to the Contract, the Supplier shall remove such person without delay upon being requested to do so. The Supplier shall then arrange for the services to be performed by such other person as may be necessary, in default which, GCS may then employ their own person as may deem necessary for the purpose of carrying out the services and recover any costs thereby incurred (e.g. driver time/overtime etc.) from the Supplier.

#### 11. Purchase to Pay Procedure

- 11.1 Supplier(s) will adhere to the following purchase to pay procedure
  - 11.1 Supplier(s) will be issued with a DfT Purchase Order reference number.
  - 11.2 All Supplier invoices are to quote the DfT Purchase Order reference number.
  - 11.3 Invoices are to be submitted electronically on a weekly basis, received by GCS no later than the Friday of the following week to which they refer.

- 11.4 Invoices are to meet the format requirements as set out in section 13.1 (Documentation Invoicing).
- 11.5 Invoices will be checked for accuracy and compliance with the agreed Contract price/rates against the original booking data held by GCS.
- 11.6 Approved invoices will be processed by GCS and sent to the DfT's Shared Services Centre for payment processing.

#### 12. Data Protection

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

Delivery of this contract will require the supplier(s) to process Personal Data (as defined in the GDPR) on the DfT's behalf. The DfT will be the Data Controller and the supplier(s) will act as the Data Processor. The supplier(s) will process Personal Data only on the DfT's documented instructions, as set out in Annex 1 (Schedule of Processing, Personal Data & Data Subjects) of this Specification.

#### 13. Documentation

- 13.1 Invoicing invoices are to be submitted electronically on a weekly basis, received by GCS no later than the Friday of the following week to which they refer.
- 13.2 Each invoice shall quote the relevant DfT purchase order number and shall contain a breakdown of the following details for each job/journey undertaken:
  - Unique GCS job reference no.
  - Passenger name(s);
  - Journey date & pick-up time;
  - Journey undertaken (pick-up address & destination);
  - Journey start and end times;
  - Waiting time (where incurred);
  - Vehicle type;
  - Total journey (driven) mileage; and
  - Charge, calculated against the agreed price structure (detailed in the Price Schedule).
- 13.3 Reports the presentation and design/layout of all KPI and MI reports will be agreed with the Supplier(s) during the mobilisation period.

### 14. Arrangement for End of Contract

### 14.1 Security Clearances

The Security Clearances issued by UK Government regulatory bodies to Supplier's staff for working directly on this Contract (see section 7 – Security) will be rescinded immediately upon expiry of the Contract.

### 14.2 Bookings/Customer/Passenger Data

All GCS customer address data, held within a Supplier's operating system to facilitate ease of booking, is to be deleted upon the expiry of the Contract. Address data held in completed GCS bookings (to satisfy future audit requirements) is to be held in accordance with the Data Protection requirements (see Section 12 – Data Protection).

#### 14.3 Ethical Walls

DfT reserve the right to re-tender this service requirement. The Contractor shall fully cooperate with the DfT to ensure a fair and transparent re-tendering process for this Contract. This may require the Contractor to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

#### 15. Evaluation Criteria

Please see separate document entitled '05 Appendix B Response Guidance' for the evaluation criteria applicable to this requirement.

#### 16. Points of Contact

Procurement Contact	Name	Ruth Morley
	Tel	07773 073296
	e-mail	ruth.morley@dft.gov.uk
	Address	Great Minster House 33 Horseferry Rd
Basin (Land	NI.	London. SW1P 4DR
Project Lead Government Car Service	Name	Ben Davis
	Tel	07974 440806
	e-mail	Ben.davis@dft.gov.uk

All queries/ questions should be sent to the procurement contact.

### Annex 1 - Schedule of Processing, Personal Data & Data Subjects

All clause numbers in this Annex refer to DfT's General Conditions of Contract for Services which can be located at the following link: <a href="https://www.gov.uk/government/publications/general-conditions-of-contract-for-services">https://www.gov.uk/government/publications/general-conditions-of-contract-for-services</a>

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

- 1. The contact details of the Controller's Data Protection Officer are: Ben Davis, Head of Operations, Government Car Service.
- 2. The contact details of the Processor's Data Protection Officer are: [insert successful Supplier's contact details].
- 3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the DfT is the Controller and the Supplier is the Processor in accordance with Clause [E1.1].
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to the Government Car Service and its customers.
Duration of the processing	From Contract start date and throughout the duration of the Contract.
Nature and purposes of the processing	The nature of the processing means any operation, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
	The purpose of the processing is to enable the Processor to provide the service to the Government Car Service using operational IT systems and to prepare invoice

OFFICIAL - Appendix A - Specification
TRSS0023 - Executive Car Support Services

11000023 - Executive Gai Support Services		
	production. The purpose is not for the creation, retention or storage of GCS customer data into a customer database owned/operated by the Processor.	
Type of Personal Data being Processed	Name, position, address, locations, routes, travel plans, telephone/mobile phone number and email address.	
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), CTC vetted Supplier's staff, customers, clients	
Plan for return and destruction of the data once the processing is complete	The processor shall retain the data until individual job completion and until invoice production. There is no reason for the processor to retain/store GCS data within an operational IT system under GDPR regulations once this aspect of the service is completed.	
UNLESS requirement under union or member state law to preserve that type of data	Invoice data is to be retained for audit purposes only in line with legal requirements.	