



Crown  
Commercial  
Service

**THE NATIONAL INFRASTRUCTURE COMMISSION  
AN EXECUTIVE AGENCY OF HM TREASURY**

**- and -**

**STEER DAVIES & GLEAVE LTD**

**ANNEXES  
relating to  
PROVISION OF URBAN TRANSPORT NETWORK REVIEW  
CCZZ17A42**

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## ANNEX 1 – TERMS AND CONDITIONS

### 1 INTERPRETATION

#### 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department;  (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  (c) Non-Ministerial Department; or  (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

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“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause <b>Error! Reference source not found.</b> or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## 2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

### **3 SUPPLY OF SERVICES**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

### **4 TERM**

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause Error! Reference source not found. or terminated in accordance with the terms and conditions of the Agreement.

### **5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
  - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at

or from the relevant premises.

- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7 STAFF AND KEY PERSONNEL**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 ASSIGNMENT AND SUB-CONTRACTING**

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any

part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
  - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising

out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 GOVERNANCE AND RECORDS**

### **10.1 The Supplier shall:**

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **11.1 Subject to clause 11.2, each Party shall:**

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
  - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
  - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 FREEDOM OF INFORMATION**

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
  - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

### **14 LIABILITY**

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;

- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## 15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## 16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or

labour law.

- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
  - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17 COMPLIANCE**

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
  - 17.5.2 section 182 of the Finance Act 1989.

## **18 PREVENTION OF FRAUD AND CORRUPTION**

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing,

any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and

expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



**ANNEX 2 – PRICE SCHEDULE**

**REDACTED**

### ANNEX 3 – STATEMENT OF REQUIREMENT

- 1.1 The Urban Transport Capacity Analysis shall include three components:
  - 1.1.1 An ‘Urban Transport Capacity Metric’ which measures current urban transport capacity in a range of cities in the UK;
  - 1.1.2 A high-level assessment of the transport interventions needed to increase transport capacity in selected cities in a set of scenarios (Cost Scenario Analysis part one);
  - 1.1.3 An estimate of the approximate costs of the transport interventions required in each case (Cost Scenario Analysis part two).
- 1.2 In each case, what is required is an order of magnitude estimate – not a precise and detailed forecast.
- 1.3 This work is not an attempt to design detailed transport improvement programmes for individual cities or to make recommendations on the appropriateness of specific interventions in specific places. Rather the Authority are aiming to understand broadly how much different levels of intervention are likely to cost in different types of city.
- 1.4 To this end, the Authority envisage the use of simplified models or approximations of transport networks, benchmarked data on unit costs of different types of intervention, and local context to be reflected in broad terms rather than through detailed individual assessment of projects and locations.
- 1.5 This work is focused on understanding how transport capacity limits access to city centres. It is not necessary to understand in detail any constraints on the wider city network or to consider inter-city connections, though conclusions shall be realistic with regard to the infrastructure context.
- 1.6 This work is also not an economic analysis of the desirability of increased capacity: it is **not** necessary to forecast future demand for or economic benefits of interventions.

## 2. THE REQUIREMENT

### 2.1 Urban Transport Capacity Metric

- 2.1.1 This section covers the cities in scope for the Urban Transport Capacity Metric.
- 2.1.2 For each city, the Supplier shall develop a metric for the current capacity of the urban transport network along the following lines:
  - 2.1.2.1 Define a ‘city centre’ for each city, representing a cordon around the highest area of employment density in the city. Approach to be consistent between cities;
  - 2.1.2.2 Estimate the approximate capacity of significant transport corridors crossing the cordon into the city centre, measured as

- the maximum number of people who can enter during the one hour morning peak;
- 2.1.2.3 The capacity of corridors accessing the centre must be realistic in context, but a detailed understanding of networks beyond the city centre, or links to inter-city networks, is **not** required;
- 2.1.2.4 Road/car capacity shall reflect the maximum realistic traffic flow on the roads in place. It is desirable but not essential to take into account how far parking availability is a restriction on capacity for cars;
- 2.1.2.5 Public transport capacity shall be based on existing peak hour service patterns (on a working day outside school holidays), including any unused capacity on these services;
- 2.1.2.6 Walking and cycling capacity shall assume existing peak time travel patterns;
- 2.1.2.7 The output that is required is an order of magnitude estimate, not a precise forecast.
- 2.1.3 It is desirable for the metric to include a 'utilisation' component i.e. how many people do in fact enter the city during the one hour peak as a percentage of how many could do so at full capacity.
- 2.1.4 It shall also be desirable to consider the approximate impact of any major new capacity for which there are firm plans and funding in place.

## **2.2 Cost Scenario Analysis part one: scenarios for increased infrastructure capacity**

- 2.2.1 This section covers cities in scope for the Cost Scenario Analysis.
- 2.2.2 For each city, the Supplier shall develop a baseline for transport capacity. This is calculated according to the methodology for the Urban Transport Capacity Metric above, but must include the approximate impact of any major new capacity for which there are firm plans and funding in place.
- 2.2.3 The Supplier shall then assess the improvements that would be required to achieve increases in transport capacity in different scenarios.
- 2.2.4 There will be at least three transport scenarios for each city, reflecting interventions required to deliver a 5%, 10% or 20% increase in transport capacity.
- 2.2.5 Interventions in each scenario shall be appropriate to the capacity increase required and the size and density of the city.
- 2.2.6 Broadly the interventions selected shall represent the lowest cost realistic approach to delivering the required capacity. The approach to designing scenarios shall be consistent between cities with similar characteristics. Interventions to be considered shall include:

- 2.2.6.1 Realistic measures to improve traffic flow;
- 2.2.6.2 Manage public transport better, or encourage mode shift to public transport;
  - (a) Cycling and walking;
  - (b) Bus priority schemes;
  - (c) Dedicated bus rapid transit routes and tram routes;
  - (d) Rail schemes to increase train capacity or frequency.
- 2.2.7 A share of the increase in capacity shall come from cycling and walking. This shall reflect an assumed baseline rate of cycling and walking in the city and in addition the effects of any policy interventions to increase the rate of cycling and walking.
- 2.2.8 The Supplier shall agree the exact approach for design of scenarios with the Authority before detailed assessment is carried out.
- 2.2.9 Assessment shall be on an approximate basis, for instance based on evidence of the typical capacity that can be expected on transport corridors with different characteristics. Precise forecasting and detailed assessment of local conditions are **not** necessary.
- 2.2.10 It is desirable for there to be more than three transport scenarios in each city, either illustrating different approaches to achieving the same amount of capacity increase or representing different levels of capacity increase.
- 2.2.11 The Supplier shall provide sensitivity analysis, to show how results for transport capacity in each city are affected by varying any major assumptions either in the baseline scenario or the improvement scenarios. This shall include consideration of potential road capacity changes associated with connected and autonomous vehicles (as set out in research done for Department for Transport (DfT) which can be found <https://www.gov.uk/government/publications/driverless-vehicles-impacts-on-traffic-flow>).

### **2.3 Cost Scenario Analysis part two: estimating the costs of upgrade scenarios**

- 2.3.1 The Supplier shall calculate the expected costs of each of the transport improvement scenarios developed in each city at the previous stage.
- 2.3.2 The approach taken shall be fairly simple: for instance using benchmarks for the cost per unit of different policy options in different contexts, an approximate estimate of the volume needed for each selected intervention in each scenario, and the appropriate unit cost given the city's context.
- 2.3.3 The approximate volume of cost units needed for a selected intervention in a particular city shall reflect, where appropriate, the need to extend the network out from the city centre to where the population live.

- 2.3.3.1 For this it will be necessary to make an assumption about how the population is distributed within the city's catchment area.
- 2.3.3.2 The base case for how far networks need to be extended in each transport improvement scenario shall be based on forecast population distributions.
- 2.3.3.3 For each transport improvement scenario, two to three further alternative cost profiles shall be generated reflecting different assumptions about where population growth is distributed (i.e. shorter networks for increased density within the centre of the city, and extended networks for higher commuting in from the surrounding area, and additionally further extended networks for areas where green belt implies long distance commuting).
- 2.3.4 Cost estimates for transport scenarios shall reflect the costs to the public sector of policy interventions. This includes ongoing resource costs of operational interventions, and the upfront capital costs and ongoing operational and maintenance costs of infrastructure interventions.
- 2.3.5 Cost estimates shall **not** include the cost of any services and infrastructure that would likely be provided by the private sector as a response to an increase in demand consistent with the capacity increase scenario. Any income received by the public sector (e.g. through fare revenue) shall be discounted from costs on the same basis.
- 2.3.6 The cost of operating and maintaining infrastructure within the baseline shall **not** be included in the cost estimates.
- 2.3.7 Costs shall be presented as an expenditure profile.
  - 2.3.7.1 The expenditure profile shall cover an appraisal period of sixty years.
  - 2.3.7.2 Presentation of results shall be in a form that includes calculation of discounted cost profiles reflecting net present value.
  - 2.3.7.3 Presentation of cost profiles shall be in a form that makes it easily possible to recalculate the cost profiles and Net Present Value given different assumptions about the start date for each improvement scenario.
- 2.3.8 For the purposes of sensitivity analysis, results shall show how costs in each scenario are affected by varying major assumptions made in the calculation of the approximate costs.

## 2.4 Cities in scope

- 2.4.1 The Cost Scenario Analysis shall cover at least twelve cities: Birmingham, Manchester, Newcastle, Sheffield, Leeds and Bristol; and a representative selection of six medium and smaller cities in England. It is desirable to

include more cities, up to around twenty (in total i.e. inclusive of the first twelve). London shall **not** be included. The exact final list of cities in scope will be agreed with the Authority.

- 2.4.2 The Urban Transport Capacity Metric work shall cover all of the above, plus it is desirable to include further cities. London shall not be included. The exact final list of cities in scope will be agreed with the Authority.

## 2.5 Essential requirements and desirable elements

- 2.5.1 Detailed requirements for each of the three components are set out in the following section. Unless marked otherwise, requirements are essential.

- 2.5.2 The significance of desirable elements are listed from highest priority to lowest, is as follows:

2.5.2.1 Increase the number of cities to be included in the Cost Scenario Analysis, up to twenty.

2.5.2.2 Include more transport scenarios in the Cost Scenario Analysis illustrating different approaches to achieve the same level of capacity.

2.5.2.3 Include in the Urban Transport Capacity Metric a measure of the utilisation of existing capacity.

2.5.2.4 Include in the Urban Transport Capacity Metric assessment of effect on capacity of parking constraints.

2.5.2.5 Increase the number of cities to be included in the Urban Transport Capacity Metric, beyond the number included in the Cost Scenario Analysis.

2.5.2.6 Include expected new capacity in the Urban Transport Capacity Metric (i.e. with firm plans and funding in place).

2.5.2.7 Include more transport scenarios in the Cost Scenario Analysis illustrating different levels of capacity increase.

## 2.6 Products and presentation of results

- 2.6.1 Following initial work, the Supplier shall draft and agree with the Authority a detailed statement of the cities and scenarios to be covered and the approach to be taken to designing transport scenarios.

- 2.6.2 Before finalising cost analysis, the Supplier shall present to the Authority the portfolio of transport interventions proposed for each city and scenario and agree with the Authority the final approach to be taken.

- 2.6.3 The Supplier shall provide indicative results for both the Urban Transport Capacity Metric and the Cost Scenario Analysis as they emerge, but this

does not need any formal presentation and there is no expectation that indicative results will be of sufficient robustness to rely on for other work.

- 2.6.4 The Supplier shall provide Interim Results for both the Urban Transport Capacity Metric and the Cost Scenario Analysis. These results shall be of sufficient quality and robustness that they can be used in other analysis but on the understanding that results may be the subject of further refinements before finalisation. Any relevant qualifications, simplifications or assumptions shall be made clear. Sensitivity analysis is **not** required for Interim Results.
- 2.6.5 Interim Results and Final Results shall be provided to the Authority in an Excel format including all data, assumptions and formulas, in a form that can be readily understood. Presentation of results data shall be followed with a meeting for the Supplier to explain and discuss the results.
- 2.6.6 The Supplier shall produce a Final Report summarising the brief, the approach taken and the Final Results, in a format suitable for publication, in accordance with further instructions to be given by the Authority to the Supplier prior to commencement of drafting. The Final Report shall be drafted so that it can be easily be understood by those who are not technical experts. The Final Report shall be presented in draft so that the Authority's comments can be incorporated into the final version.
- 2.6.7 The Supplier shall **not** include any policy recommendations or proposed policy recommendations in the Final Report or any other material produced for this contract.

## 2.7 Peer review

- 2.7.1 The Authority may arrange for academic experts to review the project, including at the initial stage, interim results, final results and the final report including drafts. The Supplier shall engage with peer reviewers as reasonably required by Authority, including making results available, responding to queries and incorporating suggestions where they are agreed by the Authority.

## 3. KEY MILESTONES

- 3.1 The Supplier shall note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Project inception meeting with the Authority to discuss detailed approach to work	Within one week of Contract Award
2	Supplier shall present to the Authority a draft statement of the cities and scenarios to be covered and the approach to be taken	Within two weeks of Contract Award

	to designing transport scenarios, for the Authority to agree	
3	Supplier shall present to the Authority a draft portfolio of transport interventions proposed for each city and scenario, for the Authority to agree	To be agreed with the Authority at project inception meeting
4	Supplier shall present to the Authority Interim Results on Urban Transport Capacity Metric	23 February 2018, or preferably at an earlier date to be agreed with the Authority at project inception meeting
5	Supplier shall present to the Authority all remaining Interim Results.	16 March 2018
6	Supplier shall present to the Authority Final Results on Urban Transport Capacity Metric	30 March 2018, or preferably at an earlier date to be agreed with the Authority at project inception meeting
7	Supplier shall present to the Authority all remaining final results.	14 April 2018 (may be extended by the Authority up to two weeks)
8	Supplier shall present to the Authority draft version of Final Report, ready for the Authority's comments.	4 May 2018 (may be extended by the Authority by up to two weeks)
9	Supplier shall present to the Authority final version of Final Report, ready for publication.	25 May 2018 (may be extended by the Authority by up to four weeks)

#### 4. AUTHORITY'S RESPONSIBILITIES

- 4.1 The Authority shall ensure personnel are available to provide responses to work done by the Supplier and to provide ongoing feedback and review of the progress of the project.

#### 5. REPORTING

- 5.1 The Supplier shall be expected to update the Authority on project progress on at least a fortnightly basis via a meeting or phone calls, including the need to flag any issues or early findings.

## 6. CONTINUOUS IMPROVEMENT

- 6.1 The Supplier shall be expected to give due consideration to how the way in which the required Services are to be delivered throughout the Contract duration can be continually improved.
- 6.2 This is a substantial piece of work – the expectation is that the research, key outputs and related materials will be of a high quality and publishable standard.
- 6.3 Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

## 7. QUALITY

- 7.1 The Authority will be looking to use the outputs of this research to inform its final recommendations to government in the National Infrastructure Assessment. The final report will be published on the Authority’s website. Therefore, it is critical that the project runs to time, analysis is to a high standard of reliability and robustness, relevant assumptions and caveats are clearly highlighted and outputs are written with clarity and presented to a publishable standard.
- 7.2 The source of data and assumptions, and advice on its robustness, shall be clearly set out, and it will need to be demonstrated how the findings have been suitably quality assured.

## 8. STAFF AND CUSTOMER SERVICE

- 8.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 8.2 The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 8.3 The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## 9. SERVICE LEVELS AND PERFORMANCE

- 9.1 The Authority shall measure the quality of the Supplier’s delivery by quality assessment of Interim Results, Final Results and Final Report.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Satisfactory delivery of Interim Results	All Interim Results provided according to the description set out in section 2 and in accordance with deadlines set out for Milestones 4 and 5.	Quality satisfactory for the Authority to use in other analysis.

2	Satisfactory delivery of Final Results	All Final Results provided according to the description set out in section 2 and in accordance with deadlines set out for Milestones 6 and 7.	Quality satisfactory for the Authority to publish.
3	Satisfactory delivery of Final Report	Final Report provided according to the description set out in section 2 and in accordance with deadlines set out for Milestones 8 and 9.	Quality satisfactory for the Authority to publish.
4	Timely Delivery	All deliverables throughout this project are to be delivered in a timely manner to the Milestones set out within Section 3.1 above.	100%

9.2 The Authority shall respond to the Supplier within two weeks of receiving Interim Results, Final Results and Final Report indicating whether work has been satisfactorily delivered or requires further work to reach satisfactory standard.

9.3 If KPI/SLA for Interim Results, Final Results and Final Report are not met satisfactorily by the specified date, payment for that Payment Point will be withheld until the Authority are content that the KPI/SLA has been satisfactorily met.

**10. INTELLECTUAL PROPERTY RIGHTS (IPR)**

10.1 All analysis (including any calculations, main assumptions and model descriptions) used to generate the outputs shall be provided to the Authority for future use. This analysis, and the final report, will be the property of the Authority. The successful Supplier must not disclose the report (either in part or in full) to any third parties prior to publication by the Authority, unless the Authority gives express consent to do so.



**ANNEX 4 – SUPPLIERS RESPONSE**

**REDACTED**



**ANNEX 5 – CLARIFICATIONS**

N/A



**ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

N/A

**ANNEX 7 – CHANGE CONTROL FORMS**

**Contract Management Guidance – Template #10  
CHANGE CONTROL FORM- General – v. 4**

**Contract Name:**

**Contract Ref. No.**

*[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]*

***Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]***

*[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*



Change

Management Process

Change Control Process map:

**CUSTOMER CHANGE NOTICE (CCN)**

*[insert summary of contractual provision/ process agreed with the supplier for contractual change control]*

Initiated by:

*[name/ job title/ organisation]*

CCN Reference:

*[unique ref. No., as recorded in Change Control Register]*

Source of change:

*[Customer/ CCS/ Supplier]*

Date CCN  
Raised by  
relevant  
party:

**STAGE 1 - CUSTOMER**

Summary of proposals/  
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

Proposed payment:	<i>[lump sum/ ongoing payments]</i>		
Required delivery date, with rationale:	<i>[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]</i>		
Change authorised to proceed to Stage 2 <b>(Customer organisation representative)</b>			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 <b>(CCS representative):</b>			
	Signature	Print Name & Position	Date
<b><u>STAGE 2 – SUPPLIER</u></b>			
Comments/ Caveats on requested change	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
<b>CAPITAL / IMPLEMENTATION COST</b>			
Labour			
Materials			
Other Costs			
<b>TOTAL:</b>			
<b>REVENUE COSTS (per annum)</b>			
	<b>Contract Base Rate</b>	<b>Current Contract Rate</b>	
Breakdown			
<b>TOTAL</b>			

**ABORTIVE COSTS:**

*[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]*

*NB: Any abortive costs to be discussed with the customer before being incurred*

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**)  
:

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):




Signature

Print Name & Position

Date

**STAGE 3 - CLARIFICATIONS**

*[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]*

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

**STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION**

CCN Withdrawn:

By signing below, unless CCN is withdrawn, *the [Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed  
(**Customer  
Representative**)

Print Name & Position

Date:

Change  
authorised to  
proceed to  
implementation  
(**CCS**):

Signature

Print Name & Position

Date:

**STAGE 5 - CCN COMPLETION SIGN-OFF**

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been  
completed/ provision  
required under the CCN  
commenced:

Date Signed  
by Customer:

Signed  
(**Customer  
representative**)

Print Name &  
Position

**Contract Management Guidance – Template #10**  
**CHANGE CONTROL FORM- Extensions – v. 5**

<b>Contract Name:</b>	XXXX	<b>Contract Ref. No.</b>	XXXX [Insert CCN Change Number]
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*[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.*

***Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance***

*[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*

  
 Change Management Process

**Change Control Process map:**

**CLIENT CHANGE NOTICE (CCN)**

*[insert summary of contractual provision/ process agreed with the supplier for contractual change control]*

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	

**STAGE 1 - CLIENT**

Summary of proposals/ requirements :	<p>Further to the current contract expiry date of <i>[insert date]</i> the <i>[insert contracting authority name]</i> wishes to take up the option of a <i>[insert extensions duration]</i> extension to <i>[insert new expiry date]</i> as per the <i>[Contract/ Agreement/ Call off]</i>.</p> <p>The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.</p>
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Proposed payment:	<b>In line with the Terms and Conditions of Contract</b>		
Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 <b>(Customer organisation representative):</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 <b>(CCS representative)</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
<b><u>STAGE 2 – SUPPLIER</u></b>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
<b>ABORTIVE COSTS :</b>	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal )]</i>		
<i>NB: Any abortive costs to be discussed with the client before being incurred</i>			
Anticipated period from CCN being authorised by client to start of related provision	<input type="text"/>		
[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			

Signed ( <b>Supplier Representative</b> ):	<input style="width: 95%;" type="text"/>	
Print Name & Position:	<input style="width: 95%;" type="text"/>	
Date:	<input style="width: 50%;" type="text"/>	

**STAGE 3 – CLARIFICATIONS**

*[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]*

Clarification/ queries to to supplier regarding their proposals:	<input style="width: 95%;" type="text"/>	Date:	<input style="width: 95%;" type="text"/>
Supplier response	<input style="width: 95%;" type="text"/>	Date:	<input style="width: 95%;" type="text"/>

**STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION**

Variation Withdrawn	<input style="width: 95%; color: red;" type="text" value="[Yes/No]"/>
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By signing below, unless CCN is withdrawn, *the [Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed <b>(Customer Representative)</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to implementation <b>(CCS):</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Signature	Print Name & Position	Date

**STAGE 5 - CCN COMPLETION SIGN-OFF**

*[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]*

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been completed/ provision required under the CCN commenced:		Date Signed by Customer:	
Signed (Customer representative):		Print Name & Position	