# Crown Copyright 2023

### Dangerous Goods Unit Consultancy Service

SOCOTEC UK LTD,

By email to:

Date: 15/10/2024 Our ref: TMAF3038

Dear

Following your tender/proposal for the supply of Consultancy services for the Dangerous Goods Unit, **Department of Transport**, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between **Department of Transport** and Socotec for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to service within 5 working days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully.

Commercial Relationship Manager Department for Transport

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1.	Contract Reference	TMAF3038	
2.	Buyer	Department for Transport         Great Minster House         33 Horseferry Road,         Westminster,         London SW1P 4DR         In entering into this Contract, the Buyer is acting as part of the Crown and the         Supplier shall be treated as contracting with the Crown as a whole.	
3.	Supplier	SOCOTEC UK LTD SOCOTEC	
4.	The Contract	<ul> <li>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</li> <li>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</li> <li>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</li> </ul>	
5.	Deliverables	Goods Services	<ul> <li>N/A</li> <li>The Supplier shall support the Dangerous Goods Unit's (DGU) various activities as the need presents itself. Services may include the following: <ul> <li>Supporting officials within the DGU on the development of the international agreements relative to dangerous goods and national regulations. Services may include but are not limited to: <ul> <li>offering interpretations on regulatory texts</li> <li>drafting papers to amend the regulations</li> <li>providing feedback on proposals to amend regulations</li> </ul> </li> </ul></li></ul>

Crown Copyright 2023	Contract Ref: TMAF3038
	<ul> <li>attendance and/or chairing meetings and technical working groups</li> </ul>
	<ul> <li>consultancy on certification issues</li> </ul>
	<ul> <li>technical assistance with the development of procedures</li> </ul>
	<ul> <li>technical review of draft documentation</li> </ul>
	On international meetings in particular, the Supplier will be responsible for:
	<ul> <li>chairing the international working group on tank containers and following up on the associated actions</li> </ul>
	<ul> <li>participation in the biannual international meetings on the carriage of dangerous goods by Rail and possibly Road, as the need presents itself supporting one of the Department's policy Suppliers</li> </ul>
	<ul> <li>Participation at national level on stakeholder briefing sessions in preparation for the international meetings, as well as national and international working groups and other ad hoc meetings</li> </ul>
	In addition, the Supplier will provide advice to the DGU on various subjects on which they have expertise; these may include but are not limited to;
	<ul> <li>classification of dangerous goods in the different international regulations</li> </ul>
	tank container provisions
	<ul> <li>the carriage of dangerous goods by Rail and the associated provisions</li> </ul>
	Finally, the Supplier will, as required, deliver introductory training on dangerous goods to new joiners in the DGU. As a minimum this training is to include
	an overview of dangerous goods
	an introductory to the regulatory framework
	<ul> <li>ways of working within the DfT referenced to the above</li> </ul>
	This training is anticipated to take up to one working day and should be planned with the DfT to ensure that it is delivered efficiently to manage new starters and where possible group into cohorts.

#### The Short Form Contract

Crown Copyright 2023	Contract Ref: TMAF3038
6. Specificatio n	<ul> <li>The specification of the Deliverables is as set out:</li> <li></li></ul>
7. Start Date	15/10/2024
8. Expiry Date	15/01/2027
9. Extension Period	There is no option to extend this contract.
10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
11. Optional Intellectual Property Rights ("IPR") Clauses	N/A

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Crown Copyright 2023	Contract Ref: TMAF3038
12. Charges	The total contract award value ex VAT for this requirement is £125,000 over a term of 27 months. The Charges for the Deliverables shall be as set out <ul> <li>[Annex 3 – Charges]</li> </ul>
13. Payment	Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier. All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment. Should you have any issues relating to invoices or payment and need to contact the Unity Business Services (UBS) support desk, you can email them at
14. Data Protection Liability Cap	In accordance with clause 0 of the Conditions, the Supplier's total aggregate liability under clause 0 of the Conditions is no more than the Data Protection Liability Cap,
15. Progress Meetings and Progress Reports	Monthly. This is to be further refined as required during the initial kick-off meeting between the parties.
16. Buyer Authorised	For general liaison your contact will continue to be

#### The Short Form Contract

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Re	presentat e(s)	Senior Policy Advisor
	thorised presentat	For general liaison your contact will continue to be
	dress for tices	SOCOTEC UK LTD
		Attention: Commercial Relationship Manager
19. Ke	y Staff	Key Staff Role: Chief Consultant, Dangerous Goods Key Staff Name: Additional Key Information:
	ocedures d Policies	N/A
21. Sp Te	ecial rms	Special Term 1 <b>Management of Estimated Travel and Expenses</b> The Supplier shall be responsible for tracking the overall expense budget and actuals during the course of this contract and notify the Authority on a quarterly basis on how this is affecting the overall contract total in line with Section 5 Deliverables and the itemised Charges set out in Annex 3.

Crown Copyright 2023	Contract Ref: TMAF3038	
	As part of quarterly reconciliation and if required, the Authority will consider a change request for reasonable additional expense amount but will expect the Supplier to manage and limit any increase by way of seeking efficiencies to ensure a minimal impact to the Authority. If there are any overall reductions to estimated expense costs incurred, the Supplier is to ensure that this is passed onto the Authority by way of an end of contract reconciliation.	
22. Incorporate d Terms	<ul> <li>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</li> <li>(a) The cover letter from the Buyer to the Supplier dated 15/10/24</li> <li>(b) This Order Form</li> <li>(c) Any Special Terms (see row 21 (Special Terms) in this Order Form)</li> <li>(d) The following Annexes in equal order of precedence: <ul> <li>i. Annex 1 – Processing Personal Data</li> <li>ii. [[Annex 2 – Specification]</li> <li>iii. [[Annex 4 – Supplier Tender]</li> </ul> </li> </ul>	

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Date: 21.10.2024	Date: 21st october 2024
Signature:	Signatu