



Crown  
Commercial  
Service

**HER MAJESTY'S TREASURY**

**- and -**

**OVE ARUP & PARTNERS LTD**

**AGREEMENT ANNEXES**

**relating to**

**PROVISION OF CONSULTANCY SERVICES FOR CAMBRIDGE,  
MILTON KEYNES, OXFORD AND NORTHAMPTON GROWTH  
CORRIDOR – TRANSPORT FRAMEWORK**

**CONTRACT REFERENCE: CCCC16A46**

## CONTENTS

ANNEX 1 – TERMS AND CONDITIONS.....	5
1 INTERPRETATION .....	5
2 BASIS OF CONTRACT .....	7
3 SUPPLY OF SERVICES.....	7
4 REPRESENTATIONS AND WARRANTIES.....	7
5 VARIATION OF THE SERVICES .....	7
6 CHARGES AND PAYMENT .....	7
7 RECOVERY OF SUMS DUE .....	8
8 PROPERTY .....	8
9 KEY PERSONNEL .....	8
10 INSPECTION OF PREMISES.....	9
11 INSURANCE .....	9
12 INTELLECTUAL PROPERTY RIGHTS.....	9
13 ASSIGNMENT AND SUB-CONTRACTING .....	9
14 TERM .....	10
15 TERMINATION.....	10
16 CONSEQUENCES OF TERMINATION/EXPIRY .....	11
17 VARIATION .....	11
18 PREVENTION OF CORRUPTION.....	11
19 PREVENTION OF FRAUD .....	11
20 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 .....	12
21 HEALTH AND SAFETY .....	12
22 DISCRIMINATION .....	12
23 DATA PROTECTION ACT.....	12
24 OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989.....	12
25 FREEDOM OF INFORMATION .....	13
26 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES .....	13
27 SECURITY .....	14
28 SUPPLIER’S STAFF .....	14
29 AUDIT.....	15
30 TRANSPARENCY .....	15
31 CONFLICTS OF INTEREST .....	15

32	CONFIDENTIALITY .....	15
33	COMPLIANCE WITH VALUE ADDED TAX AND OTHER TAX REQUIREMENTS .....	16
34	FORCE MAJEURE .....	16
35	ENTIRE AGREEMENT .....	16
36	WAIVER .....	16
37	AGENCY, PARTNERSHIP ETC .....	16
38	REMEDIES CUMULATIVE .....	16
39	SEVERANCE .....	16
40	DISPUTE RESOLUTION .....	17
41	NOTICES .....	17
42	GOVERNING LAW AND JURISDICTION .....	17
	<b>ANNEX 2 – PRICE SCHEDULE .....</b>	<b>18</b>
	<b>ANNEX 3 – STATEMENT OF REQUIREMENT .....</b>	<b>19</b>
1.	PURPOSE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
2.	BACKGROUND TO THE CONTRACTING AUTHORITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
3.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
4.	DEFINITIONS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.	SCOPE OF REQUIREMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
6.	THE REQUIREMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
7.	KEY MILESTONES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
8.	AUTHORITY'S RESPONSIBILITIES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
9.	REPORTING .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
10.	VOLUMES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
11.	CONTINUOUS IMPROVEMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
12.	SUSTAINABILITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
13.	QUALITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.	PRICE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
15.	STAFF AND CUSTOMER SERVICE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
16.	SERVICE LEVELS AND PERFORMANCE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
17.	SECURITY REQUIREMENTS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
18.	INTELLECTUAL PROPERTY RIGHTS (IPR) .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
19.	PAYMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>

20.	ADDITIONAL INFORMATION .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
21.	LOCATION .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	<b>(AS PROVIDED WITHIN THE E-SOURCING EVENT) .....</b>	<b>27</b>
22.	QUESTION 5.1: PROJECT PLAN .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	<b>ANNEX 5 – CLARIFICATIONS .....</b>	<b>43</b>
	<b>ANNEX 6 – ADDITIONAL TERMS &amp; CONDITIONS .....</b>	<b>48</b>
	<b>ANNEX 7 – CHANGE CONTROL FORMS .....</b>	<b>49</b>



## ANNEX 1 – TERMS AND CONDITIONS

### 1 INTERPRETATION

1.1 In this Agreement, the following words shall have the following meanings:

"Agreement"	shall mean these terms and conditions, the Purchase Order, and (if applicable) the Award Letter;
"Award Letter"	means the letter signed by the Customer and the Supplier which confirms the award of the contract and which may give details of the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
"Charges"	means the charges for the Services as set out in the Purchase Order or Award Letter (as applicable);
"Crown"	means the government of the United Kingdom including, but not limited to, government ministers, government departments, government offices and government agencies;
"DPA"	means the Data Protection Act 1998;
"Expiry Date"	means the date for expiry of this Agreement as set out in the Purchase Order or Award Letter;
"FOIA"	means the Freedom of Information Act 2000;
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	any persons specified as such in the Purchase Order or Award Letter (as the case may be), or otherwise notified by the Customer to the Supplier in writing;
"Party/Parties"	the Supplier and/or the Customer (as appropriate);
"Premises"	shall mean have the meaning detailed in the Purchase Order or Award Letter (as applicable) or if such term is not defined it shall be the "Ship To" address;
"Purchase Order"	means the Customer's order for Services which has a unique PO number, and details the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
"Relevant Convictions"	means a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or as otherwise advised by the Customer;

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"Request for Information"	shall have 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 provided by the Supplier to the Customer under this Agreement as specified in the Purchase Order or Award Letter (as applicable);
"Specification"	means any specification for the Services produced by the Supplier and agreed with the Customer; or supplied to the Supplier by the Customer including any specification contained in the Purchase Order or Award Letter and any documents referred to therein which set out the quantity, description, quality and price of the Services;
"Staff"	means all persons employed by the Supplier to perform its obligations under this Agreement together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Agreement;
"Staff Vetting Procedures"	shall mean the Customer's procedures for the vetting of personnel as advised to the Supplier by the Customer;
"Term"	shall mean the term set out in the Purchase Order or Award Letter unless extended or terminated earlier in accordance with the terms and conditions of this 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 where a capitalised word is not defined in this Agreement it shall have the meaning given to it in the Purchase Order or Award Letter.
- 1.3 In this Agreement unless the context otherwise requires:
- 1.3.1 references to numbered clauses are references to the relevant clause in this Agreement;
- 1.3.2 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 1.3.3 the headings to the clauses of this Agreement are for information only and do not affect the interpretation of this Agreement;
- 1.3.4 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;
- 1.3.5 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

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Agreement Annexes – Services

**REDACTED**

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V2.1 26th August 2016



## **2 BASIS OF CONTRACT**

- 2.1 The Purchase Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with this Agreement.
- 2.2 The Agreement shall be deemed to be accepted on the earlier of: (a) the Supplier signing the Award Letter or Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order.

## **3 SUPPLY OF SERVICES**

- 3.1 In consideration of the amounts due under this Agreement, the Supplier shall, from the date set out in the Purchase Order or Award Letter, provide the Services to the Customer for the Term, in accordance with the terms and conditions with this Agreement.
- 3.2 In providing the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - 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 personnel 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 this Agreement;
  - 3.2.4 ensure that the Services will conform with all descriptions 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 such other items as are required to provide the Services.
- 3.3 On completion of the Services, or termination or expiry of this Agreement (whichever is the earlier) the Supplier shall vacate the Premises, remove his plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.
- 3.4 The Customer may inspect and examine the manner in which the Supplier supplies the Services, at the Premises, during normal business hours, on reasonable notice.

## **4 REPRESENTATIONS AND WARRANTIES**

The Supplier warrants that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Agreement, and that this Agreement is executed by a duly authorised representative of the Supplier.

## **5 VARIATION OF THE SERVICES**

The Customer reserves the right to vary the Services required, should this at any time become necessary. In the event of any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed between the Customer and the Supplier.

## **6 CHARGES AND PAYMENT**

- 6.1 The Charges for the Services shall be as set out in the Purchase Order or Award Letter, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in

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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.

- 6.2 The Supplier shall invoice the Customer as specified in the PO. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice including but not limited to the relevant purchase order number and a breakdown of the Services supplied in the invoice period.
- 6.3 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 receipt of a valid invoice which includes a valid PO number. Payments may be withheld or reduced by the Customer in the event of unsatisfactory performance without prejudice to the Customer's other rights and remedies under this Agreement.
- 6.4 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 on the value of the Services supplied in accordance with this Agreement.
- 6.5 If there is a dispute as to the amount invoiced the Customer shall pay the undisputed amount.
- 6.6 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 a rate which shall compensate for such loss as has been directly caused by the late payment. The interest rate shall not be at a rate higher than the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 40.
- 6.7 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate this Agreement for a failure to pay undisputed sums in accordance with clause 15.2.

## **7 RECOVERY OF SUMS DUE**

Wherever under this Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of this Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which at any later time may become due, to the Supplier under this Agreement or under any other agreement or contract with the Customer or with any department, agency or authority of the Crown. 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.

## **8 PROPERTY**

- 8.1 The Customer shall provide the Supplier with reasonable access at reasonable times to the Premises for the purpose of providing the Services.
- 8.2 All equipment, tools and vehicles brought onto the Premises shall be at the Supplier's risk.
- 8.3 Any equipment provided by the Customer for the purpose of this Agreement shall remain property of the Customer and shall only be used for the purpose of carrying out this Agreement, and shall be returned promptly to the Customer on expiry or termination of this Agreement. The Supplier will reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier unless the Customer is notified otherwise in writing within seven days.

## **9 KEY PERSONNEL**

- 9.1 Any Key Personnel shall not be released from supplying the Services without the Agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating

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circumstances.

- 9.2 Any replacements to the Key Personnel shall be subject to the 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.

## **10 INSPECTION OF PREMISES**

The Supplier is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and satisfied himself in relation to all matters connected with the performance of its obligations under this Agreement.

## **11 INSURANCE**

- 11.1 The Supplier shall effect and maintain (for the Term and for 1 year following the end of the Term), with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover in respect of (i) all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Agreement; (ii) public liability insurance; and (iii) professional indemnity insurance.
- 11.2 The Supplier, shall give to the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 11.3 The insurance may be limited in respect of one claim (but not in any other respect) provided that any such limit shall be at least £2 million.

## **12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All intellectual property rights in any materials (i) provided by the Customer to the Supplier for the purposes of this Agreement, shall remain the property of the Customer; and (ii) prepared by or for the Supplier solely for delivery of the Services under this Agreement, shall vest in the Customer. If, and to the extent, that such materials do not vest automatically in the Customer, the Supplier hereby assigns (with full title guarantee and free from all third party rights) all intellectual property rights in such materials to the Customer.
- 12.2 The Supplier hereby grants to the Customer a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any intellectual property rights that the Supplier owns, or has developed, prior to the Commencement Date of this Agreement and which the Customer reasonably requires in order to exercise its rights and take the benefit of this Agreement including the Services provided.
- 12.3 The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, 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, its employees, agents or subcontractors.

## **13 ASSIGNMENT AND SUB-CONTRACTING**

- 13.1 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 this Agreement or any part thereof. 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

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were its own.

- 13.2 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under this Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 13.3 Where the Customer has consented to the placing of sub-contracts copies of each sub-contract, shall at the request of the Customer, be sent to the Supplier to the Customer as soon as reasonably practicable.
- 13.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under this 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 this Agreement.

#### **14 TERM**

- 14.1 This Agreement shall take effect on the date of the Purchase Order and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 14.2 below, or terminated in accordance with the terms and conditions of this Agreement.
- 14.2 The Customer may, by giving written notice to the Supplier not less than 3 months prior to the Expiry Date, extend this Agreement for a period of up to six (6) months. The provisions of this Agreement will apply throughout any such extended period.

#### **15 TERMINATION**

- 15.1 Without prejudice to any other right or remedy it might have, the Customer may terminate this Agreement by written notice to the Supplier with immediate effect if:
- 15.1.1 the Customer gives the Supplier three (3) month's written notice
- 15.1.2 the Supplier is in material breach of any obligation which is not capable of remedy;
- 15.1.3 the Supplier repeatedly breaches any of the terms of this 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 of this Agreement;
- 15.1.4 the Supplier 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;
- 15.1.5 the Supplier undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988; or
- 15.1.6 the Supplier 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 15.1.6) in consequence of debt in any jurisdiction.
- 15.2 The Supplier may terminate this Agreement if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 15.3 Termination or expiry of this Agreement shall not affect the continuing rights under clauses 2, 3.2, 3.3, 8, 11, 12, 16, 23, 24, 25, 29, 31, 38 and 40.

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## **16 CONSEQUENCES OF TERMINATION/EXPIRY**

16.1 Upon termination or expiry of this Agreement, the Supplier shall:

16.1.1 give all reasonable assistance to the incoming supplier of the Services.

16.1.2 return all relevant documents, information and data to the Customer as soon as reasonably practicable.

## **17 VARIATION**

This Agreement cannot be varied except in writing signed by a duly authorised representative of both the parties.

## **18 PREVENTION OF CORRUPTION**

18.1 The Supplier shall comply with, and shall ensure that its Staff or anyone acting on the Supplier's behalf comply with the applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

18.2 The Supplier shall not offer or give, or agree to give, to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body any gift or consideration of any kind as 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 any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.

18.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body in connection with the Agreement.

18.4 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses 18.1 or 18.3, the Customer may:

18.4.1 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

18.4.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of those clauses.

## **19 PREVENTION OF FRAUD**

19.1 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

19.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

19.3 If the Supplier or its Staff commits fraud in relation to this or any other contract with the Crown (including the Customer) the Customer may:

19.3.1 terminate this 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

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19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## **20 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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 both Parties.

## **21 HEALTH AND SAFETY**

- 21.1 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 Premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 21.2 While on the Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.
- 21.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

## **22 DISCRIMINATION**

- 22.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998 and the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 22.2 The Contractor shall take all reasonable steps to secure the observance of clause 22.1 by all Staff.

## **23 DATA PROTECTION ACT**

- 23.1 The Supplier shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 23.2 Notwithstanding the general obligation in clause 23.1, where the Supplier is processing Personal Data (as defined by the DPA) as a Data Processor for the Customer (as defined by the DPA) the Supplier shall 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; and
- 23.2.1 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;
- 23.2.2 promptly notify the Customer of any breach of the security measures to be put in place pursuant to this clause; and
- 23.2.3 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.

## **24 OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989**

- 24.1 The Supplier shall comply with, and shall ensure that its Staff comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and

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- (b) Section 182 of the Finance Act 1989.

24.2 In the event that the Supplier or its Staff fail to comply with this clause, the Customer reserves the right to terminate the Agreement by giving notice in writing to the Supplier.

## **25 FREEDOM OF INFORMATION**

25.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

25.2 The Supplier shall and shall procure that any sub-contractors shall transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within [two] Working Days of receiving a Request for Information;

- (a) provide the Customer with a copy of all Information in its possession, or power in the form that the Customer requires within [five] Working Days (or such other period as the Customer may specify) of the Customer's request; and
- (b) provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations 2004.

25.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004.

25.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

25.5 The Supplier acknowledges that (notwithstanding the provisions of this clause 25 and the provisions of clause 32) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations 2004 to disclose information concerning the Supplier or the Services in certain circumstances:

- (a) without consulting the Supplier; or
- (b) following consultation with the Supplier and having taken their views into account;

provided always that where clause 25.5(a) applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

25.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

## **26 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

26.1 Without prejudice to the Customer's obligations under the FOIA, neither Party shall make any press announcement or publicise this Agreement or any part thereof in any way, except with the prior written consent of the other Party.

26.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers,

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professional advisors and consultants comply with clause 26.1.

## **27 SECURITY**

27.1 The Customer shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply with all security requirements of the Customer while on the Premises, and shall ensure that all Staff comply with such requirements.

27.2 Where additional data security measures are required, as indicated in the Purchase Order, the Supplier shall comply with the security measures contained in the Annex (Security) in full

## **28 SUPPLIER'S STAFF**

28.1 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

28.2 The Supplier shall take the steps reasonably required by the Customer to prevent unauthorised persons from being admitted to the Premises. If the Customer gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Customer the Supplier shall replace any person removed under this clause with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

28.3 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Agreement to the Premises, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as the Customer may reasonably request.

28.4 The Supplier's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.

28.5 If the Supplier fails to comply with clause 28.2 within [2] months of the date of the request and in the reasonable opinion of the Customer such failure may be prejudicial to the interests of the Crown then the Customer may terminate the Agreement, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

28.6 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with clause 28.2 shall be final and conclusive.

28.7 The Supplier shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

28.8 The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures. The Supplier shall ensure that no

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person who discloses that he/she has a Relevant Conviction, or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged in the provision of any part of the Services.

## **29 AUDIT**

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, all expenditure reimbursed by the Customer, 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.

## **30 TRANSPARENCY**

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not confidential. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Customer to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public.

## **31 CONFLICTS OF INTEREST**

- 31.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the agreement or contract.
- 31.2 The Supplier shall promptly notify the Customer and provide the Customer with full particulars or as much detail as it is able to in circumstances where any conflict referred to in clause 31.1 above arises or is reasonably foreseeable.
- 31.3 The Customer reserves the right to terminate the agreement or contract immediately by giving notice in writing to the Supplier and/or take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of this agreement or contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 31.4 This clause 31 shall apply:
- (a) During the period of the agreement or contract; and
  - (b) For a period of two (2) years following the end of the agreement or contract period or such other period as agreed in the Purchase Order.

## **32 CONFIDENTIALITY**

(Subject to clause 24 and 25) each Party shall keep confidential and not disclose, and shall procure that his employees and the employees of any sub-contractor keep confidential and do not disclose, any information of a confidential nature obtained by him (concerning the other Party) by reason of this Agreement except information which (a) is in the public domain otherwise than by reason of a breach of this provision; (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; (c) was in a Party's possession without restriction as to its disclosure prior to receiving such information

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from the other Party; (d) is required to be disclosed by law (including under the FOIA and Environmental Information Regulations), or for the purposes of audit or regulatory requirements; (e) is necessary for a Party to disclose for the purposes of the performing its obligations under this Agreement (but only to the extent it is necessary to do so); (f) the other Party has given its specific express prior written consent can be disclosed; (g) in the case of the Customer, disclosed to any other government department provided that such government department shall comply with confidentiality provisions in respect of such disclosed information which are no less onerous than this clause 32. The provisions of this clause 32 shall apply during the continuance of this Agreement and after its expiry or termination howsoever arising.

### **33 COMPLIANCE WITH VALUE ADDED TAX AND OTHER TAX REQUIREMENTS**

- 33.1 The Supplier shall at all times comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes.
- 33.2 Failure to comply may constitute a material breach of this Agreement and the Customer may exercise the rights and provisions conferred by clause 14.
- 33.3 The Supplier shall furnish to the Customer the name, and if applicable, the Value Added Tax registration number and relevant Income Tax reference number(s) of any agent, supplier or sub-contractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or sub-contractor. Upon a request by the Customer, the Supplier shall not employ or will cease to employ any agent, supplier or sub-contractor.

### **34 FORCE MAJEURE**

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party (those circumstances excluding any industrial action occurring within the Supplier's organisation). The Party affected by such circumstances 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 six months, either Party may terminate this Agreement by written notice to the other Party.

### **35 ENTIRE AGREEMENT**

This 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 this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

### **36 WAIVER**

Any waiver or relaxation either partly, or wholly of any of the 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.

### **37 AGENCY, PARTNERSHIP ETC**

This 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 this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

### **38 REMEDIES CUMULATIVE**

Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement (whether under this 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.

### **39 SEVERANCE**

If any provision of this 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 this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

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#### **40 DISPUTE RESOLUTION**

- 40.1 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. If the dispute cannot be resolved by the parties within a reasonable period, the dispute may, by agreement between the parties, be referred to a neutral adviser or mediator ("the Mediator") chosen by agreement between the parties. If they are unable to agree a Mediator or if the chosen Mediator is unable or unwilling to act either party shall be able to apply an appropriate mediation provider to appoint a Mediator. Within 10 Working Days of appointing the Mediator, the parties will meet with the Mediator to agree a procedure for negotiations.
- 40.2 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings. The parties agree to be bound by any written agreement once signed by both parties. If the parties fail to appoint a Mediator, or fail to reach agreement within one month of the Mediator being appointed, either party may exercise any remedy that it has under this Agreement.

#### **41 NOTICES**

- 41.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant Party set out in the Purchase Order or Award Letter, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause.
- 41.2 Notices sent as above shall be deemed effectively given on the day when in ordinary course of the means of transmission, it would first be received by the addressee in normal business hours.

#### **42 GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of this 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.



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Agreement Annexes - Services  
Provision of Consultancy Services for Cambridge, Milton Keynes, Oxford  
and Northampton Growth Corridor:  
Transport Framework  
Contract Reference: CCCC16A46

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## ANNEX 2 – PRICE SCHEDULE

REDACTED

## ANNEX 3 – STATEMENT OF REQUIREMENT

### CONTENTS

1.	PURPOSE .....	20
2.	BACKGROUND TO THE CONTRACTING AUTHORITY .....	20
3.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT .....	20
4.	DEFINITIONS .....	20
5.	SCOPE OF REQUIREMENT .....	21
6.	THE REQUIREMENT .....	21
7.	KEY MILESTONES .....	23
8.	AUTHORITY'S RESPONSIBILITIES .....	23
9.	REPORTING .....	23
10.	VOLUMES .....	24
11.	CONTINUOUS IMPROVEMENT .....	24
12.	SUSTAINABILITY .....	24
13.	QUALITY .....	24
14.	PRICE .....	24
15.	STAFF AND CUSTOMER SERVICE .....	24
16.	SERVICE LEVELS AND PERFORMANCE .....	25
17.	SECURITY REQUIREMENTS .....	25
18.	INTELLECTUAL PROPERTY RIGHTS (IPR) .....	26
19.	PAYMENT .....	26
20.	ADDITIONAL INFORMATION .....	26
21.	LOCATION .....	26

## 1. PURPOSE

1.1 The purpose of this requirement is to:

- Map the strategic case for transport investment in the Cambridge - Milton Keynes - Oxford corridor. This will include current investments, proposed investment and priorities identified through the call for evidence.

## 2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Authority (Her Majesty's Treasury) is the Government's economic and finance ministry, maintaining control over public spending, setting the direction of the UK's economic policy and working to achieve strong and sustainable economic growth.

## 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 The National Infrastructure Commission is an independent body that enables long term strategic decision making to build effective and efficient infrastructure for the UK.

3.2 The NIC was set up on 5 October 2015 and will look at the UK's future needs for nationally significant infrastructure, help to maintain UK's competitiveness amongst the G20 nations and provide greater certainty for investors by taking a long term approach to the major investment decisions facing the country.

3.3 The NIC will deliver a long-term plan and assessment of national infrastructure needs early in each parliament, setting out what a government is expected to do over the next five years. It will be overseen by a small board, appointed by the Chancellor, and able to commission research and call for evidence from public sector bodies and private sector experts.

3.4 The Commission has begun work on a national infrastructure assessment, looking ahead to requirements for the next 30 years. Alongside that, the Commission will carry out specific studies on pressing national infrastructure challenges in order to support the long term competitiveness of the UK economy.

3.5 In March, the Chancellor of the Exchequer asked the Commission to:

*"make recommendations to maximize the potential of the Cambridge – Milton Keynes – Oxford corridor as a single, knowledge intensive cluster that competes on the global stage, whilst protecting the area's high quality environment and securing the homes and jobs the area needs. The commission will look at the priority infrastructure improvements needed and assess the economic case for which investments would generate the most growth."*

3.6 Bidders should read the detailed [Terms of Reference](#) for the study, as well as the Commission's [call for evidence](#), which will end on 5<sup>th</sup> August, 2016, in order to understand the broader context for this requirement and inform their response.

3.7 The aim of the NIC study is to deliver an independent and unbiased assessment of the broad infrastructure priorities and the economic case for investment across the corridor in order to maximise growth and quality of life. The Commission will publish:

- **an interim report in autumn 2016** that assesses the economic case for planned road and rail investment, maps planned local and national development, identifies constraints to growth, regeneration and quality of life, and future opportunities over the next 30 years.
- **a final report in late 2017** that provides recommendations to boost connectivity, growth, jobs, housing, sustainability, local governance and a framework to measure the impact of investment.

#### 4. DEFINITIONS

##### 4.1 Definitions:

Expression or Acronym	Definition
Corridor	Towns, cities and their hinterlands referred to in the terms of reference, including key economic relationships with surrounding places.

#### 5. SCOPE OF REQUIREMENT

5.1 The aim of the report is to map the strategic case for transport investment in the Cambridge - Milton Keynes - Oxford corridor. This will include current investments, proposed investment and priorities identified through the call for evidence. The report should capture schemes of national, regional and local importance. Of key importance will be the interaction between scheme objectives, including where they support each other and other economic and housing priorities along the corridor.

#### 6. THE REQUIREMENT

6.1 Outputs: the aim of this work is to provide:

- 6.1.1 A contextual overview of the current transport infrastructure use and arrangements across the corridor including a description of where the key transport infrastructure pinch points and challenges lie. (Including where different areas of the corridor have taken different historical approaches). This should include:
- an assessment of commuter flows between 'travel to work areas' by road and rail, and other forms, using census data.

- modes of transport analysis to provide accurate average journey times and identify areas where existing infrastructure is under strain from congestion or overcrowding.
- 6.1.2 Mapping of the strategic and economic cases for transport investment in the corridor. This will include current investments, proposed investment and priorities identified through the call for evidence. This should include a reflection on how these cases meet the identified challenges. This should include:
- an analysis of the interdependencies and linkages between proposed road, rail and local schemes and how they complement each other and complement local growth plans.
  - an analysis of the relative merits of better connectivity between urban centres on the corridor versus shorter journey times within them – and which approach could have a more favourable long-term impact on growth.
- 6.1.3 A view of what a future transport package for the corridor could look like including the transport provision what would be needed to support more radical approaches to growth e.g. significant urban extensions or new towns. This should also include a view on future sustainable transport infrastructure.
- 6.1.4 An ongoing dialogue with the Commission and other successful third party contracted by the Commission, to share expert views and judgements about the analysis as it develops, and to provide expert views and judgements on other relevant aspects of the Cambridge – Milton Keynes – Oxford study as more evidence and analysis becomes available.
- 6.2 All materials (including research, calculations and models) used to generate the analysis should be made available to the Commission for future use.
- 6.3 At the start of the project the Authority would expect to hold an inception/scoping meeting with the successful supplier, and for a short inception report to then be provided which clarifies the approach to be taken, along with a plan setting out key milestones and dates for deliverables, risks and how these will be managed etc. – for agreement, before proceeding to carry out the analysis. During the evidence gathering and subsequent phases the Authority expects the bidder to work closely with the Commission, including through regular meetings and other communication.
- 6.4 The Commission is currently procuring third party support/research covering economics, transport, housing and, finance/investment. If required by the Commission the successful supplier should work collaboratively with other third parties contracted by the Commission. That may include, but is not limited to sharing analysis and methodologies, developing jointly agreed assessments and conclusions to support the overall findings of individually commissioned pieces of research.
- 6.5 The Commission will provide relevant responses from the call for evidence, and other supporting documentation. Given time constraints we would not expect the winning bidder to spend a significant amount

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of time meeting with or interviewing a wider range of stakeholders. The NIC has already undertaken a significant amount of engagement with key stakeholder and where appropriate will be able to provide analysis and views from those engagements.

- 6.6 Empirical data should be derived from a broad range of credible sources, in particular drawing on information and analysis that is already in the public domain, and fine grained analysis of firm level micro data, case studies looking in detail at previous success stories, lessons learned and deep dives into key facilitators of growth such as transport, housing and skills.
- 6.7 The successful supplier should also be prepared to present to technical and non-technical members of the Commission in a clear and concise fashion, to set out the key findings from the literature review, and the key assumptions, results, and caveats for the wider economic assessment in a clear and concise fashion, to ensure these are fully understood.

## 7. KEY MILESTONES

- 7.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Project inception meeting with NIC to include draft inception report to be provided, and agreed by NIC, clarifying the approach to be taken, along with a plan setting out key milestones and dates for deliverables, risks and how these will be managed, etc.	Within week 1 of Contract Award
2	Inception report finalised and agreed with NIC. Agreed approach and work plan in place and weekly updates with NIC diarised and underway.	Within week 2 of Contract Award
3	Initial outputs describing initial data analysis to underpin the work provided for discussion with NIC, and to share with other contractors working on economic, housing and finance work streams.	Within week 4 of Contract Award
4	First drafts of key outputs to be shared with NIC	Within week 6 of Contract Award
5	Final draft of key output to be submitted to NIC	31 <sup>st</sup> October 2016

## 8. AUTHORITY'S RESPONSIBILITIES

- 8.1 The Contracting Authority will provide the necessary information as stated in No. 6 - The Requirement

**9. REPORTING**

9.1 N/A

**10. VOLUMES**

10.1 This is a substantial piece of work – the expectation is that the key outputs and related materials will be both extensive and of publishable standard.

**11. CONTINUOUS IMPROVEMENT**

11.1 The Supplier will 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.

11.2 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.

**12. SUSTAINABILITY**

12.1 N/A

**13. QUALITY**

13.1 The Commission will be looking to cite the findings from the project before the end of the year, therefore, outputs should be to a publishable standard, with all assumptions and caveats clearly highlighted.

13.2 The source of data and assumptions, and advice on its robustness, should be clearly set out, and it will need to be demonstrated how the findings have been suitably quality assured, including through peer review and audit.

**14. PRICE**

14.1 Prices are to be submitted via the e-Sourcing Suite using Appendix E pricing table excluding VAT. This excel spreadsheet is to be submitted at question level on the Emptoris system.

14.2 The maximum budget for the full requirement is £100,000 (exc. VAT), and bids received over this budget will be deemed non-compliant.

14.3 Prices should be inclusive of all expenses and exclusive of VAT.

**15. STAFF AND CUSTOMER SERVICE**

15.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

15.2 Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.



- 15.3 The Potential Provider 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.

## 16. SERVICE LEVELS AND PERFORMANCE

- 16.1 The Authority will measure the quality of the Supplier's delivery by:

### 16.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
#1	Agreed approach	An inception report to be provided, and agreed by NIC, clarifying the approach to be taken, along with a plan setting out key milestones and dates for deliverables, risks and how these will be managed, etc.	Within 2 weeks of contract award
#2	Key outputs delivered in draft	An initial draft paper describing the data analysis done to date and initial on priority infrastructure requirements necessary to sustain growth.  This report will be main available to third parties to inform work being undertaken for the NIC on economic, housing and commercial development and other aspects of the corridor study.	19 September 2016
#3	Key outputs in final, publishable form	A final report cover the key outputs described in the requirement.	By 31 <sup>st</sup> October 2016

## 17. SECURITY REQUIREMENTS

- 17.1 N/A

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

- 18.1 All analysis (including any calculations and models) used to generate the outputs should be provided to the Commission for future use.

**19. PAYMENT**

- 19.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 19.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

**20. ADDITIONAL INFORMATION**

- 20.1 The supplier should demonstrate that they are open to working collaboratively with other suppliers, contracted by the Commission in order to deliver related pieces of analysis.

**21. LOCATION**

- 21.1 The location of the Services will be carried out at the offices of the supplier. However frequent meeting will need to take place with the National Infrastructure Commission at the supplier's offices, or at the Commission's offices in the Eastcheap Court 11 Philpot Lane, London EC3M 8UD and meeting spaces at 1 Horse Guard Road, London SW1A 2HQ.

## ANNEX 4 – SUPPLIERS RESPONSE (As provided within the e-Sourcing event)

- **Question 4.1: Experience of individuals working on the project and how this will be applied**

We are delighted to submit our bid to provide consultancy support to map the strategic case for transport investment in the Cambridge, Milton Keynes, Oxford and Northampton growth corridor. The overarching aim of the National Infrastructure Commission is to identify a set of enabling infrastructure proposals that if delivered would unlock significant economic growth across the corridor through the provision of new transport links, jobs and housing and improved productivity. A key component of our work will be the interaction between transport scheme investment, including where they support economic goals and housing priorities along the corridor.

We have therefore formed a consortium of three firms, to bid for the four lots, each of whom has expertise in one of those components. Arup is one of the world's leading infrastructure advisors with a wealth of transport planning, infrastructure planning and consultancy experience; Metro Dynamics has a strong track record of developing new economic spatial modelling techniques; and Savills is a global real estate practice with a long history of working in the growth corridor. From our three firms we have pulled together a joint project team to deliver this engagement and to bid for all four lots with one team that could work across each project. We have the necessary project management in place and stand ready to build the leadership team of those leading the other three lots. The team will deliver the individual projects they are awarded, and work closely with other contracted providers. Were the team to be awarded all four or multiple projects this would increase our ability to deliver maximum value for the Commission. In any outcome, the project will be supported by a steering group of our most senior technical experts, provided on a pro bono basis.

A core strength of our proposal lies not only in our ability to deliver market leading expertise in the three areas, but to provide a team which can work iteratively across the piece to deliver a high quality, integrated piece of work within the challenging timescale. For this reason, we propose a core project leadership team as well as a panel of technical experts which will be consistent across our bids for the four workstreams.

- **Engagement Team**

Our Engagement Leader for the transport workstream is **REDACTED**. **REDACTED** is a director in Arup's City Economics team. An economist by training **REDACTED** professional expertise is in advising clients how to best deliver regeneration and transport projects to meet their economic, financial and wider strategic objectives. In addition to his international experience, **REDACTED** has worked with the Department for Transport, Transport for London and a number of local authorities. **REDACTED** was Arup's Project Director for the MCA-award winning London 2050 Infrastructure plan, for the Coast to Capital Infrastructure plan and, in association with the What Works Centre, a ground-breaking Crossrail baseline evaluation study for DfT and TfL. **REDACTED** is a Fellow of the Chartered Institute of Logistics and Transport. **REDACTED** is an occasional visiting lecturer at the LSE and writes regularly on transport, infrastructure and the devolution challenges facing cities.

Our Engagement Manager for the project is **REDACTED**, an Associate in Arup's City Economics team, and a specialist in transport and infrastructure. **REDACTED** has provided advice to a range of public and private sector clients on major transactions, economic appraisals and business cases, including leading the transport work on Arup's MCA-award winning London 2050 Infrastructure plan, project manager for the Coast to Capital Infrastructure Plan, lead the Arup team advising the purchasers of the government's purchase of Eurostar, project manager for Arup's ongoing advice to HS2's rolling stock and operations team, and is currently Project Director for Arup's work for the DfT that is investigating the long term economic benefits of transport infrastructure

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investments. Before joining Arup, **REDACTED** fulfilled a Senior Civil Service role at the UK Department for Transport, where he led the team working on the £5.7bn Intercity Express Programme, and was a DfT project sponsor for other major infrastructure programmes, including briefly, the East-West Rail Link.

**REDACTED** will lead the transport planning analysis. **REDACTED** is an Associate Director in Arup's Transport Consulting team, based in London. **REDACTED** is a transport planning specialist with over 20 years' experience in developing effective and deliverable transport solutions. **REDACTED** has particular experience in strategic transport planning projects for local authority clients in London and the South East of England, and led Arup's work on the Surrey Rail Strategy.

Our GIS and mapping will be led by **REDACTED**, an Associate in Arup's Digital practice. **REDACTED** is GIS consultant and the lead for software and web engineering' within Arup Digital, and has 15 years of professional experience working for both public and private sectors clients providing digital consultancy in the transport and built environments. **REDACTED** has a background as a consultant in Enterprise GIS and specialises in unlocking client data through the design and build of integrated applications. **REDACTED** combines **REDACTED** interpersonal skills and geospatial market knowledge to build strong client relationships. **REDACTED** extends his professional work by volunteering with the charity MapAction, who provide GIS services during humanitarian disasters.

**REDACTED**, an Associate Director at Metro Dynamics, will lead on the links with the analysis prepared as part of the economics framework workstream and bring Metro Dynamics spatial analysis expertise to the transport. **REDACTED** has worked for many years advising cities on economic growth policy. As a Policy Analyst at the OECD, **REDACTED** worked with over thirty cities across twenty countries, in many instances to specifically develop their knowledge economies. **REDACTED** was also a Principal Researcher at NESTA and has a strong working knowledge of innovation and growth theory.

The work examining the relative merits of better connectivity between urban centres on the corridor versus shorter journey times within them – and which approach could have a more favourable long-term impact on growth - will be led by **REDACTED**. **REDACTED** specializes in the economic effects of transport infrastructure, and the impacts of transport investments on the wider economy. **REDACTED** leads Arup's research team on agglomeration and the wider benefits of transport investment, and has applied these appraisal methods to major road and rail schemes, including Euston station, rail franchise bids and northern transport strategies. **REDACTED** has worked as an economist in both the public and private sectors – having recently completed a two year part time secondment at the Welsh Government where he was responsible for undertaking and reviewing transport business cases submitted to the Welsh Government. **REDACTED** has also acted as an expert witness on the economic impacts of major transport investments.

There will be several analysts and consultants in our specialist transport and GIS teams including **REDACTED**, **REDACTED**, **REDACTED** and **REDACTED**. Each of these analysts brings a particular skill to the commission, and each is assigned a particular area of responsibility according their area of expertise.

- **Pro-Bono Peer Review and Technical Input:**

Our companies are clear that there is enormous value in undertaking peer review exercises led by experienced professionals and ensuring that the project gets the benefit of the expertise of our most senior colleagues. We have therefore allocated 10 days of pro-bono director time to challenge and input to the work, with a market value of **REDACTED**. This pro-bono work will look at the project from a number of angles, reflecting the relevant experience of our different directors, but we expect the directors to input substantially to the ongoing dialogue with the Commission, to share expert views and judgements about the analysis and other

relevant aspects of the Cambridge – Milton Keynes – Oxford study. We found this approach worked very well on Arup's previous commission for the London Infrastructure Plan. We also expect the peers to comment on the consistency of approach with the economics, finance and housing workstream (should we be offered more than one commission). The peer review will be undertaken by:

**REDACTED** is the Global Transport Leader in Arup's London office. Prior to joining Arup earlier this year, **REDACTED** was London's Deputy Mayor for Transport and Deputy Chair of Transport for London, working for Boris Johnson. In this capacity she was responsible for setting policy and ensuring program delivery across the Mayor's transport portfolio.

**REDACTED** leads Arup's planning business for the UK, middle east and Africa. As a qualified town planner and transport planner, **REDACTED** brings over 23 years' experience of all aspects of planning, particularly those relating to the management and development of transport and infrastructure in cities and urban areas. Before joining Arup in 2016, **REDACTED** was Director of Planning for Transport for London, and as such, he was responsible for developing the strategic transport plans for London and delivering the transport priorities of the Mayor of London.

**REDACTED** leads the Arup planning business globally. **REDACTED** is an economist with over 20 years of wide ranging transport, economics, and planning consultancy experience. **REDACTED** combines practical experience of development consenting, with experience of high level, evidence-based strategy and policy development for Government, especially related to city growth and development.

**REDACTED** is Head of Savills' Economic Team. **REDACTED** has an extensive background in transport, economic development, infrastructure, funding and property consultancy. **REDACTED** experience includes work on the social and economic case for HS2, Crossrail 2 and Heathrow Hub as well as significant residential and commercial property research and development. **REDACTED** was a member of the TfL Economics advisory group assessing the economic benefits of Crossrail 2. **REDACTED** will provide expert input across the project.

**REDACTED** is a Founding Director of Metro Dynamics and led the work with the West Midland Combined Authority as well as supporting the North East Combined Authority. Most recently **REDACTED** established and led the Government & Infrastructure team at CBRE. **REDACTED** has worked with governments, local authorities, LEPs, banks and institutional investors, both in the UK and internationally, on various aspects of the devolution and decentralisation agenda. **REDACTED** is a Visiting Fellow with the Department of Land Economy at the University of Cambridge where **REDACTED** teaches Planning, Growth and Regeneration at undergraduate and postgraduate level.

**REDACTED** is a Director at Metro Dynamics. Caroline advises a number of cities in the UK and globally on economic growth. In 2015, whilst at KPMG, **REDACTED** authored a book called *Magnet Cities* that unpicks the drivers of urban economic growth, particularly in second tier cities and towns. **REDACTED** is an advisor on the MSc in Urban Sustainability at the University of Oxford and lectures regularly on theories of economic growth in cities. **REDACTED** leads Metro Dynamics' economic spatial modelling practice and will also provide insight on urban growth theory and knowledge of analogous growth corridors in other parts of the world through her international work.

- **Figure 1: Team Structure**
- **REDACTED**

- **Question 4.2: Details of corporate experience in dealing with similar work**

Arup, and our consortium partners have significant recent experience of all aspects of this project. We have an understanding of transport planning, engineering and their impact on the economy, as well as the importance of delivering a clear, elegant spatial display of our findings. Arup has worked together with MetroDynamics and Savills, our strong links and existing relationships will support the pace of delivery required. A few of our recent projects are shown below.

**Transport infrastructure needs assessment and delivery**

- ***London 2050 Infrastructure Plan***

Arup was commissioned to produce an evidence base for the Greater London Authority (GLA) London Infrastructure Plan (setting out the capital's strategic infrastructure investment requirements for 2050). This plan includes transport, energy, waste, water, green infrastructure, telecoms and social infrastructure. Our study examined projects identified to date and recommended any additions and deletions, as well as appraising the costs and benefits of each project. By reviewing financing and funding options, we identified synergies and financing models illustrating how projects could be best packaged to optimise ordering, timing and value for money for the GLA.

This work included a future transport package for London under nine different housing and growth scenarios, including significant urban extensions and new towns. It also included a view on future sustainable transport infrastructure, and a requirement for that infrastructure to be climate change resilient. As part of this work, our peer review group provided input to interim workshops with the client group, summarizing the findings to date, introducing new ideas and assessing the deliverability and themes of the proposed investment plan. We plan to take a similar approach as part of this commission.

*Arup and the Greater London Authority won the 2016 Management Consultancies Association Strategy award for their work on the London 2050 Infrastructure Plan.*

- ***Surrey Rail Strategy***

Arup was commissioned by Surrey County Council (SCC) to develop a Rail Strategy for Surrey in 2013. The study reviewed travel to work areas, and areas of congestion and high loadings. It proposed an investment programme to deal with the issues, including an option selection process. Results were displayed spatially in graphically elegant GIS maps. The study included an assessment on the Crossrail 2 scheme, to identify optimum configuration of Crossrail 2 services for Surrey and to provide an evidence base for use when providing input and response to the Crossrail 2 design development, and subsequent consultation process. The study helped Surrey define its position on rail services and rail infrastructure, inform future rail franchise consultations, and provided a robust evidence base for funding opportunities. It will also form part of 'Surrey Future', which will support economic development by identifying investment priorities for the next 15 to 20 years.

- ***Coast to Capital Infrastructure Plan***

Arup led an infrastructure study for the Coast to Capital LEP covering the transport, water and digital sectors over a thirty-five year period, from Croydon to the south coast. Our scope was to develop an economic development narrative, costed schedule of projects and quantified assessment of the benefits that the improved infrastructure could bring to the region. We worked alongside local authorities across the region to develop the plan and to share and secure stakeholder support for our findings. Our analysis



formed part of the body of evidence to assist the LEP in making its case to government for continued and enhanced investment in this economically productive region of the UK.

### ***High Speed 2 Rolling Stock and Wider Operations Programmed Economic and Business Case Advice, High Speed 2***

Arup is providing High Speed 2 Ltd with advice on their high speed rolling stock and wider operations programme. This includes developing a fleet strategy, including determining the type of trains to be purchased, their speed, capacity, gauge and interior fit out based on economic analysis and the results of a market sounding exercise. Future work includes advising on the forthcoming rolling stock procurement.

#### **Economic benefits of transport investment**

- ***Crossrail Baseline Evaluation***

Arup has been commissioned to develop a methodology and carry out baselining to enable a uniquely robust evaluation of the impact of Crossrail in terms of transport, environment and wider economic impacts. The approach is being developed in the context of recommendations by the National Audit Office and the What Works Centre for Local Economic Growth that government should push for the highest possible quality of impact evaluation, including robust quantitative methods wherever possible. The Evaluation is setting out the framework for an econometric approach to measuring the investment's impacts in terms of employment, population, productivity and property market. As part of this three-year commission, Arup will be carrying out econometric analysis of the pre-opening and construction impacts of Crossrail on the economy.

- ***What Works Centre for Local Economic Growth***

Arup is collaborating with the London School of Economics and Political Science (LSE) and the Centre for Cities as part of the What Works Centre for Local Economic Growth. The WWCLEG is one of a network of research centres which aims to promote and improve the use of high quality evidence in government decision making about public services in areas as diverse as crime, promoting active and independent ageing, educational performance, the impact of transport schemes on local economic growth.

#### **GIS and mapping**

- ***Vauxhall Nine Elms Battersea (VNEB), TfL***

Arup helped TfL to develop a tool that provides a holistic overview of planned construction vehicle movements in major development areas, initially in the Vauxhall Nine Elms Battersea (VNEB) area. The tool will help TfL to manage peak demand, and minimise the cumulative impact of construction activity during the first quarter of 2016. The tool could make better use of information currently available through disparate sources, and create a single point of reference for construction vehicle movements to better manage their impacts on London's roads. Key elements of the tool include the capacity of roads in the development area, where and when thresholds will be exceeded, congestion issues at junctions and aggregated vehicle numbers. Ultimately TfL wants to expand the tool for other development and opportunity areas across London, such as Crossrail2, Silvertown and Old Oak Common.

### ***London 2012 Olympic Games – Transport***

Arup played a pivotal role in gaining planning permission for the Olympic Park, with many elements carried out in parallel to meet the project's demanding programme. This included modelling of highways, rail and crowds to assess the effects of construction, Games and legacy transformation. Our transport professionals worked closely with many consultants and stakeholders to achieve

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this important programme. A key element of the planning application were the figures and maps created in GIS, which were used as the medium to bring all the data and models together to show the outcomes and tell the story through figures.

- **London Fruit and Wool Exchange Commuting Assessment, Exemplar**

Arup used accessibility planning software, the locations of existing employees and up to date and predicted public transport timetables to predict the cumulative and individual impacts of commuting time by moving office location on employees. The client wished to lease their building to the potential occupier. They commissioned Arup to undertake an analysis of current and future commuting journeys by public transport and calculated the overall effect on journey times for the potential new tenant. We produced tabular, graphical and mapping output to assist with their presentation to the potential tenant. As part of the modelling exercise we ensured that we included the effect of new transport developments that served the area, including Crossrail, Thameslink and London Overground.

- **Croydon Programme Delivery Dashboard**

Arup developed a tailor-made, web-based dashboard that defines the programme, allows the cumulative effects of transport and other projects to be easily understood and balanced, and their progressive delivery to be tracked and managed, all in real time, for the London Borough of Croydon. The dashboard provides an intelligent 'single point of truth' by capturing all 169 regeneration projects in an interactive map, allowing users to navigate central Croydon and add a range of background layers, such as masterplan areas or political boundaries. The Central Croydon Area-Based team can use the centralized programme management tool to understand the cumulative impacts of projects and construction traffic, essential to keeping Croydon moving towards delivering the programme.

- *This project won the Management Consultancies Award for Innovation 2015.*

- **Question 5.1: Quality service delivery**

**Project management approach**

**REDACTED** and **REDACTED** will be the main points of contact for the study. Throughout the project **REDACTED** and **REDACTED** will work closely with the NIC project team, through succinct weekly conference calls and meetings as required to ensure that:

- work proceeds in line with the agreed approach.
- any issues are raised and dealt with at an early stage.
- outputs are delivered on time.

Given the short timescales for this piece of work, we propose a short weekly catch up call with the NIC involving the Engagement Lead, Engagement Manager and others as appropriate. This meeting will serve as a monitor of progress and an opportunity to talk through any emerging findings.

We also propose to hold working group discussions with the NIC team, potentially with other advisors, during the course of our work. These discussions will allow for collaboration between Arup, Metro-Dynamics, Savills and the NIC, supplementing other meetings and updates. We propose the first workshop-style discussion to be held in week 6 of the proposed programme and to include consideration of the transport strategy and the read across to and from the conclusions of the housing, economics and finance workstreams. We propose to follow this discussion with a detailed workshop covering conclusions in week 9 of the



programme. Feedback and output from the two will inform the conclusions found in our final report. These discussions will be attended by our core team and by some expert advisors, as available and appropriate.

The high level project plan overleaf sets out our intended activity for each deliverable and workstream, alongside the number of days contributed per person.

### **Risks**

- The main risks of this work are as follows:
  - That it must sit alongside a number of other pieces of technical work over a similarly tight timescale. We have attempted to mitigate this through putting together a consortium which is bidding for all four pieces of related work, and provides for extensive (pro-bono) peer review to ensure a cross-disciplinary perspective. In the event that we were not to win all four workstreams, we have included allowance for collaboration with other workstreams, including multi-disciplinary workshops. We have also responded to the tight timescales by providing a large team with more than sufficient capacity to address the tender objectives in the timescales provided
  - The risk of non-or partial- availability of data. We have mitigated for this by sourcing data from publically available sources where possible. It may enhance the study, in some cases, for us to have access to underlying figures. We have included, as part of work from week 1 of the commission, to review data and to contact (through NIC) data providers if greater granularity of data is required.
  - The risk of future changes in population, employment, scheme costs, housing policy, or other factors that may influence the optimum future transport strategy for the growth corridor. We will mitigate this by documenting all of our assumptions carefully, and using drivers from reputable sources. We will also comment on the sensitivities of the transport package to changes in assumptions (e.g. where a particular element of the strategy has a particular dependency).

## High-level project plan

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Provision of Consultancy Services for Cambridge, Milton Keynes, Oxford  
and Northampton Growth Corridor:  
Transport Framework  
Contract Reference: CCCC16A46

Week beginning Week ending	Contract start 22nd August 26th August	Week 1 29th August 2nd September	Week 2 5th September 9th September	Week 3 12th September 16th September	Week 4 19th September 23rd September	Week 5 26th September 30th September	Week 6 3rd October 7th October	Week 7 10th October 14th October	Week 8 17th October 21st October	Week 9 24th October 28th October	Final draft 31st October 4th November	Contract end 28th November 2nd December
Weekly catch up call												
6.1 Literature review of existing material, inception report, narrative												
Milestone 1	Contract start date	Inception meeting, delivery of draft inception report										
6.1 Issues identification and deep dive into consultation responses												
Milestone 2			Inception report finalised and agreed with NIC									
6.2 Data analysis, GIS mapping of issues												
6.2 Connectivity within and between urban centres analysis												
Milestone 3					Initial outputs describing initial data analysis to underpin the work provided for discussion with NIC							
Milestone 4							First draft submission					
6.3 Future transport package												
Identification of options												
Analysis of options												
Transport strategy												
GIS mapping of impact of future transport package												
Consolidation of analysis outputs and report writing												
6.4 Broader judgements, peer review												
Refine report												
Milestone 5											Final draft submission	Contract end date 30 November
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Interim deliverables required by NIC  
Workstream deliverables  
Peer review  
Final report delivered

**Number of days contributed per person**

**REDACTED**



- **Question 6.1: Approach to transport overview and challenges**

The NIC requires a contextual overview of the current transport infrastructure use and arrangements across the corridor including a description of where the key transport infrastructure pinch points and challenges lie. The main steps we propose are outlined below.

- **Step 1: Inception report, literature review and narrative**

If we were to be appointed, we will arrange an Inception Meeting during week one of contract award. The Inception Meeting will be held between key members of the NIC and our team, including our Project Director and Project Manager. At this meeting we will share our project plan, agree our ways of working, and share our emerging thoughts.

We propose ensuring that we have an agreed baseline understanding of the historical context, current economic situation and anticipated future trends facing the region. As well as anticipated economic growth and housing demand for the area. These will inform our understanding and work programme with respect to addressing the transport challenges facing the corridor. This will be carried out through desktop study and through brief review of current investments, proposed investment and – if time permits – the priorities identified through the call for evidence with stakeholders and major transport infrastructure providers (ahead of a more detailed review in the next stage detailed below).

Output: An inception report setting out key milestones and dates for deliverables, risk management and other working arrangements. Succinct written summary of the transport challenges and opportunities facing the Oxford, Milton Keynes, Cambridge and Northampton growth corridor.

- **Step 2: Issues identification and review of responses to call to evidence**

The purpose of this task is to undertake a review of existing and available information in order to prepare an issues paper. We will build on the documentation delivered as part of inception reporting to provide a 'deeper dive' into the existing transport challenges.

The economic success of the region has brought with it a number of challenges. For example, a growing economy has been a contributing factor to growing business and personal travel, both of which have led to congestion on the major road and rail networks. As such, rail routes into London are frequently overcrowded, particularly at peak commuter and leisure time. For movements within the arc, there is comparatively less rail provision, and commuter movements are less popular, although, road routes into Oxford, Milton Keynes, Cambridge and Northampton, and along the major inter-regional trunk roads are frequently congested. An interesting point of note is the different historical approaches taken by the cities along the arc, with the compact, historical university cities introducing pro-cycling policies, with Milton Keynes being perhaps more car-friendly. In the future, on the rail side, planned upgrades including High Speed 2 and the opening of the western leg of a proposed East-West Rail Link provide opportunities for easing congestion and creating new journey opportunities, whilst on the roads, the Highways England RIS included plans for investment in the A34 near Oxford, and the M11. We will investigate these, and the potential impacts of autonomous vehicles.



- The paper will identify policy objectives (economic, spatial, congestion relief, etc.) and the key issues with regard to transport along the arc. In particular the focus will be on issues that prevent transport supporting the policy objectives of economic growth and housing provision, such as capacity constraints and adequacy of the railway services and the road network. We will also gather data on journey times, travel to work areas and others, in preparation for the mapping phase. We intend to review:

- Highways England road congestion data.
- Network Rail and DfT data on rail service crowding, including possible access to data underlying Long Term Planning Process and Route Utilisation Strategies.
- 'Travel to work areas' and other census data.
- National travel survey.
- Monitors of local congestion (such as the Oxfordshire and Oxford City Congestion Monitoring Report, 2015, and the figures underlying them).

Where publically available data is not sufficient, we will request (through NIC) underlying data from the key providers.

This work will enable us to establish a future baseline for transport in the growth corridor, for certain points in the future (for example 2020, and 2040, dates to be determined based on data availability, co-ordination with other workstreams and discussion with you).

We will review the current investments, proposed investment and priorities identified through the call for evidence. We understand that 10-15 responses, each of 10-20 pages each, will be made available as responses to the call for evidence. Through the Commission, we will follow up any clarifications surrounding these.

The review will identify policy objectives and requirements (aims, objectives, targets and indicators), committed policies and plans, longer term aspirations for travel across the region, future drivers of change (e.g. demand patterns and housing plans, including the interaction with the Housing workstream), and key issues and challenges facing travel in the region (e.g. existing or forecast capacity gaps).

Output: We will log formally the data gathered from each of the sources. We will build on the note delivered at inception to deliver a summary report of the transport challenges facing Oxford, Milton Keynes, Cambridge and Northampton growth corridor, in the future baseline years (e.g. 2020 and 2040) and come to a preliminary written view on how well the existing investment plans might address them. This will allow us to identify any gaps that will form the foundation of the next stages of our analysis to be addressed. We will deliver a succinct summary of the responses to the transport call for evidence.

## 6.2 Approach to mapping of transport investment

### GIS

Building on task 6.1, we will use GIS analysis to present maps and graphics of the existing travel patterns across the Oxford – Milton Keynes – Cambridge – Northampton arc, the challenges faced and the future plans for the network. GIS is a powerful means of communicating information that would be difficult to interpret if presented in tables or charts. It can be particularly useful when engaging with stakeholders. Arup has a dedicated GIS team located in London whose skills and expertise will be drawn upon to produce professional and compelling map graphics that we have applied successfully to transport projects in the past. The purpose of this set of analyses is to unpick the dynamics of how the growth corridor functions (or does not function) today as a single area. We expect this to include:

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- Commuter flows between 'travel to work areas' by road and rail, and other forms, both within and outside the arc, using census data.
- Where the other major flows are. Where are flows smaller than we might expect, and why this might be?
- Journey time isochrones showing how accessible each city centre is.
- Average journey times - and areas where existing infrastructure is under strain from congestion or overcrowding.
- Areas of congestion and delay.
- A graphical representation of how radial journey patterns (to / from London) appear to differ from circular ones. Do they take longer? Are there fewer of them?
- Key freight flows on the road and rail network.
- A focus on rural transport within the arc. How do rural journey patterns differ from urban ones?
- A graphical assessment of how this base case might change as a result of future market developments.
- A graphical assessment of what the impact of future committed transport investment plans might be on the above (including HS2), and where the gaps might lie.
- An initial view on the propensity for technological, societal or other major impacts to affect the future baseline.

We will work alongside our economics and housing counterparts to ensure consistency of approach (for example, using the same underlying datasets where possible) so as to better determine the underlying reasons for the journey patterns. For example, the impact of higher wages, from London-based employment, on regional travel patterns, and how this might develop in future.

Output: A powerpoint-style presentation of findings, together with notes on causal factors, and an initial view on how gaps might be addressed, with reference to the baseline years (e.g. 2020 and 2040). A report that sets out the transport story of the growth corridor from an evidential point of view and revisits the hypotheses set out in the initial literature review. The summary will draw conclusions and assess the areas of strength, the areas of weaknesses, throughout the growth area. It will set out pointers towards future transport infrastructure investment.

### **Connectivity within and between urban centres**

Arguably, the potential opportunity of the Oxford to Cambridge growth corridor lies not only, or even mainly, in enabling travel directly between Oxford and Cambridge, but in enabling easier movement between multiple nodes along the arc. Encouraging movements between Northampton and Milton Keynes, Aylesbury and Oxford, Sandy and Cambridge would strengthen the arc as a whole. We will deliver an analysis of the relative merits of better connectivity between urban centres on the corridor versus shorter journey times within them by carrying out a case study assessment. We will choose 1-2 case study links from each category (1-2 pair of intra-urban links and 1-2 extra-urban links). We will use existing agglomeration elasticities (such as the ones from WebTAG Wider Impacts, although it might be feasible to use alternatives), and existing data on minimum travel time. Depending on the links chosen, and the availability of data, this may include rail timetables and online journey planners or demand models such as MOIRA and road traffic models (access to these models is likely to require permission from the Department for Transport). We will use the demand data to estimate direct efficiency gains from time savings for each of the links studied.

Output: A case-study analysis of the relative merits of better connectivity between urban centres on the corridor versus shorter journey times within them, and the economic impacts of them. From the results



of the case studies, we may be able to point towards which approach would have a more favourable long-term impact on growth. This will feed into our selection of transport options below.

### 6.3 Future transport package

The purpose of this task is to identify and analyse options to resolve problems and to improve transport across the growth corridor. This will include both policy initiatives and infrastructure investment to support further economic development.

#### Step 1: Identification of options

A long list of transport investment options will be identified from task 6.2. This will include current investments, proposed investment and priorities identified through the call for evidence, potentially added to by our Independent Expert panel. We will also examine the findings of other workstreams (economics, housing and finance) as a study team to identify synergies across development options that will enable the transport network to better support wider policy objectives.

The future transport strategy options may include:

- Extensions to East-West rail (the central and eastern legs).
- Investments in the orbital road network (across the growth corridor).
- Simple, targeted congestion relief schemes on the road or rail network.
- Identification of non-transport initiatives that support transport and economic development in the growth corridor, for example, identifying locations as priority sites for housing or business growth, town centre regeneration, densification and/or promoting new business and employment and new industries in certain locations to achieve a transport goal.
- Further roadspace reallocation, to improve townscape and quality of life within city centres.
- Other policy initiatives to be developed by Highways England, Network Rail, local authorities (or possibly others).
- Options that make use of freed up rail network capacity from HS2.

To enable the analysis, each strategy option will be documented. Typically we would expect to cover:

- Description of the option.
- Source of the option (e.g. stakeholder).
- Current status (e.g. new idea, committed under development).
- Timescale to complete (categorised by short, medium or long term – to be defined during the study).
- Where available, expected costs (capital and operating).
- Potential funding sources (e.g. via SCC or other stakeholders).
- Risks (e.g. potential obstacles or reliance on other initiatives/projects).
- Expected outcomes (e.g. benefits) and evidence for this.
- Synergies with other transport schemes.
- Synergies with other workstreams (economics, housing, finance).

#### Step 2: Analysis of options

The long list of transport strategy options documented above will be analysed through an assessment framework developed by us and agreed with the NIC and our counterparts working on the economics, finance and housing workstreams, such that the options identified maximize their contribution to the wider policy package. We expect the assessment framework to be based loosely upon the HM Treasury five-case model, and to include economic contribution, environmental aspects (sustainable transport infrastructure), resilience, affordability, densification, and ability to fill “missing links”. During this task

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we will also undertake an equality impact assessment, and feed any key issues arising into the option analysis.

Each option will be assessed against the criteria and scored according to how well it meets each criterion. Options scoring higher against the criteria will be considered as priorities for investment. The options can be categorised into priorities for the short, medium and long term to help identify those that should be pursued now and those that rely on other developments occurring before they can be taken forward, for example options that relate to new housing or other investments e.g. significant urban extensions or new towns.

### **Step 3: Expert workshop**

After our initial application of the assessment framework, we propose to hold an options workshop to review the scoring and prioritisation of schemes. This could be an internal workshop with the NIC project team, and other workstream leaders. It could however be a larger workshop with some representation from other key stakeholders (including the respondents to the call for evidence). As a minimum, we propose a half day expert workshop with the Commission's team and Arup, Metro Dynamics and Savills experts. The purpose of the workshop would be to present and discuss the findings from the review of the evidence base; the key relevant findings from the other work packages which will contribute towards making the strategic investment case; and the implications for the Commission's work. We would propose that this should be a single integrated workshop across the workstreams to maximize efficiency of participation. The workshop will be a valuable opportunity to review the emerging findings of the transport strategy with the wider team before the strategy document is drafted. It will also be an opportunity to identify key issues and potential next steps in taking the strategy forward.

### **Step 4: Transport strategy**

The preferred strategy will include a list of prioritised and programmed options for improvement to transport infrastructure in the growth corridor that:

- Support the aims and objectives of the NIC (including boosting connectivity, growth, jobs, housing, sustainability, local governance).
- Support wider plans and policies for growth, particularly economic priorities.
- Are evidence-based and can demonstrate clear benefits.
- Are commercially deliverable.

Following selection and prioritization of the transport options, using the GIS techniques outlined in Question 6.2, we will display the impact of each of these interventions spatially to determine what the likely impact will be on the economic strength, residents, property market and businesses of the region in the baseline years (e.g. 2020 and 2040). We will work further with your economics, housing and finance parties to develop a phasing of projects and programmes that consider availability of funds, fit with other initiatives, including the mechanics of infrastructure development and operation in the growth corridor.

Output: An options paper reporting on the options identification and assessment. A high-level assessment and spatial maps that depict the outcome of each transport intervention or investment (modelled and mapped separately, or as packages, as appropriate) in the baseline years (e.g. 2020 and 2040). A transport strategy report, including the strategy and analysis of the transport outcomes of each aspect, together with a draft delivery plan which will outline potential next steps.



#### 6.4 Broader judgements

You require an ongoing dialogue with the Commission and other successful third parties contracted by the Commission, to share expert views and judgements about the analysis as it develops, and to provide expert views and judgements on other relevant aspects of the Cambridge – Milton Keynes – Oxford – Northampton study as more evidence and analysis becomes available. We believe that early and ongoing dialogue between all third parties contracted by the Commission and with the Commission itself will be vital in ensuring that the Commission's longer term work produces the analysis, ideas and proposals needed to maximize the potential of the corridor. We are committed to working as part of this wider shared endeavour. Dialogue will need to start immediately, given the close links between the different contracts being let and continue over time as the Commission develops its proposals. Arup's internal working group meetings and sessions with the NIC could be open to other advisors as required. Initially, we anticipate that broader judgements will involve independent peer review and input to:

- Scheme identification and initial sift.
- Expert workshop on transport strategy (and link to other workstreams).
- Review first draft of report.
- Workshop on conclusions.
- Senior support to the NIC throughout the commission, including senior attendance at key meetings when required.

We will make senior and technical members of the team available for meetings with the Commission and other suppliers as required and also share invitations to key meetings. We found that this process worked well in our delivery of the London Infrastructure and Coast to Capital Infrastructure plan work.

We have strong experience in engaging with people in commissioner roles and senior leaders and experts in other fields. Our combined team is highly adept at both presenting technical material in highly accessible and relevant ways and in working with other people's specialisms and areas of expertise.

As a consortium we propose a series of workshops with other suppliers, to be agreed across the wider set of providers. These would focus on those areas of analysis of most importance to the other projects. We envisage this including one to cover future growth scenarios, for example, and another to cover the conclusions from the initial spatial and economic analysis.

The Peer Review process we have built into this proposal is another way that we will ensure ongoing dialogue and exposure of our work to new and emerging analysis from elsewhere.

## ANNEX 5 – CLARIFICATIONS

Ref	Appendix D Question Number	Clarification Question	Response	Date Issued
1	Appendix C, Terms and Conditions	Would it be possible to include a liability cap at a reasonable commercial level within the Terms and Conditions of Contract for Services?	The Terms and Conditions contained in the Appendix C document will be amended in the Letter of Appointment to include a liability cap of 125% of the total contract value.	12 <sup>th</sup> August 2016
2	Appendix C, Terms and Conditions	We are keen to be compliant and meet the specification for this tender but there are a minimal number of contractual points where we would welcome the opportunity to negotiate a mutually agreeable position. Is this possible?	HMT are not willing to negotiate on any further changes to the Terms and Conditions or contract.	12 <sup>th</sup> August 2016
3	Appendix B Statement of Requirement	How many responses have there been to the 'call for evidence' and how extensive is each typical response (a rough estimate of number of pages)?	Approximately 60 10-20pp. However the NIC will provide any responses that are relevant to the requirement, which is likely to be 10-15.	12 <sup>th</sup> August 2016
4	Appendix B Statement of Requirement	Please can you let us know what transport data and models will be made available to the study?	There is a lot of publically available data on transport. If however, the supplier requires additional data held by government we could access that data and ask DfT to run specific model for the NIC.	12 <sup>th</sup> August 2016
5	Appendix B Statement of Requirement	Could the client please provide confirmation as to the availability of strategic models (both highway and multi-modal) covering the study area and advise concerning the data output	The NIC has access to a wide range of models. We are willing to discuss, with the winning bidder, how those models and any existing data can be used to	12 <sup>th</sup> August 2016

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		likely to be made available to the successful tenderer. Of particular interest is whether or not we would be able to extract baseline data concerning existing conditions, if / what future development scenarios have been modelled and whether or not this information would be made available to the study?	support and enable the requirement to be delivered to the highest standard.	
6	Appendix C, Terms and Conditions	<p>The contract does not include a limitation on the supplier's liability. As limitations are common in industry standard appointments (for example the NEC), could you please confirm if the following clause can be inserted:</p> <p>"Notwithstanding anything to the contrary in this Agreement, the liability of the Supplier under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of the statutory duty of otherwise (other than in respect of personal injury or death) shall not exceed the sum of £1,000,000."</p>	Please see question 1 for this answer	12 <sup>th</sup> August 2016
7	Appendix C, Terms and Conditions	Clause 3.2.4 is a guarantee that the Services will conform with the Specification. That amounts to a fitness for purpose obligation, which is not covered by professional indemnity insurance policies. Can you therefore confirm if the following wording can be included in the	HMT are not willing to negotiate on any further changes to the Terms and Conditions or contract.	12 <sup>th</sup> August 2016

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		contract:  “For the avoidance of doubt nothing contained in this Agreement shall be construed as imposing on the Supplier any obligation or undertaking to give any express or implied warranty or guarantee as to fitness for purpose.”		
8	Appendix C, Terms and Conditions	Clause 11.2 could allow the client to request copies of all insurance policies. Please note our insurance policies are confidential and so cannot be disclosed to third parties. Can this wording please be deleted? We would provide broker's verification certificates (and we note clause 11.2 allows for those as well).	HMT are not willing to negotiate on any further changes to the Terms and Conditions or contract.	12 <sup>th</sup> August 2016
9	Appendix C, Terms and Conditions	Clause 11.3 states that the insurance may be limited in respect of one claim “(but not in any other respect)”. Please note that our insurances have aggregate limits for all claims relating to pollution, contamination and asbestos and this is common for insurances available. As those types of claims will not affect these services can you confirm those aggregates will be acceptable.	Noted	12 <sup>th</sup> August 2016
10	Appendix C, Terms and Conditions	Clause 13.4 does not include a limit on the number of times the client can assign the contract. Can you confirm if this can be amended to limit the assignments to two	HMT are not willing to negotiate on any further changes to the Terms and Conditions or contract.	12 <sup>th</sup> August 2016

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		occasions without consent of the supplier, with further assignments subject to the supplier's prior written consent?		
11	Appendix B Statement of Requirement	The Statement of Requirements states at para 6.6 'Empirical data should be derived from a broad range of credible sources, in particular drawing on information and analysis that is already in the public domain, and "fine grained analysis of firm level micro data, case studies looking in detail at previous success stories, lessons learned and deep dives into key facilitators of growth such as transport, housing and skills."' Could you please confirm whether the sections in full quotation marks (i.e. "'") are relevant to the transport framework contract?	They are not relevant.	12 <sup>th</sup> August 2016
12	Appendix C, Terms and Conditions	We note that the proposed Terms and Conditions of Contract for Services do not include a limitation on the Supplier's liability. Before we invest time in preparing a proposal, we would appreciate Crown Commercial Service confirming whether our proposal may request that such a limitation be included in the resulting contract if we are selected (we would not wish that request to lead to automatic disqualification).	See answer to question 1.	12 <sup>th</sup> August 2016
13	Appendix C, Terms and Conditions	Would Crown Commercial Service consider contracting under the ConsultancyONE	No.	12 <sup>th</sup> August 2016

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		framework if the successful bidder is a panel supplier under that framework?		
14	Appendix C, Terms and Conditions	We note that clause 12.3 of the proposed Terms and Conditions of Contract for Services requires the Supplier to indemnify the Customer in relation to third party claims for misuse of third party intellectual property rights. May we assume that the normal condition associated with such an indemnity would apply (i.e. prompt notice of any potential claim, cooperation from the Customer at the Supplier's cost and the Supplier being entitled to control defence/settlement of the claim)?	We suggest that take your own legal advice on this matter.	
15	Appendix B Statement of Requirement	Are you able to provide details of any data that you have received as a result of the call for evidence that recently ended?	We will do so with the successful supplier.	12 <sup>th</sup> August 2016



## **ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

### **SPECIAL TERMS**

#### **Insurance**

The insurance may be limited in respect of one claim (but not in any other respect) provided that any such limit shall be capped of 125% of the total contract value.





## 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 Control Process map:

**Change Management Process**

**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:

*[lump sum/ ongoing payments]*

Required delivery date, with rationale:

*[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)]*

Change authorised to  
proceed to Stage 2  
(Customer  
organisation  
representative)

Signature

Print Name & Position

Date

Change authorised to  
proceed to Stage 2  
(CCS representative):

Signature

Print Name & Position

Date

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<b><u>STAGE 2 – SUPPLIER</u></b>		
<b>Comments/ Caveats on requested change</b>		<i>[e.g. proposed implementation route; conditions of delivery]</i>
<b><u>CAPITAL / IMPLEMENTATION COST</u></b>		
<b>Labour</b>		
<b>Materials</b>		
<b>Other Costs</b>		
<b>TOTAL:</b>		
<b><u>REVENUE COSTS (per annum)</u></b>		
	<b>Contract Base Rate</b>	<b>Current Contract Rate</b>
Breakdown		
Breakdown		
Breakdown		
Breakdown		
<b>TOTAL</b>		
<b><u>ABORTIVE COSTS:</u></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 customer before being incurred</i>		



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:

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

CCN Withdrawn:

[Yes/ no]

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



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and Northampton Growth Corridor:  
Transport Framework  
Contract Reference: CCCC16A46

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**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 Control Process map:

Change Management Process

**CLIENT 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 - CLIENT**



Summary of proposals/ requirements :	Further to the current contract expiry date of [insert date] the [insert contracting authority name] wishes to take up the option of a [insert extensions duration] extension to [insert new expiry date] as per the [Contract/ Agreement/ Call off].  The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.		
Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 <b>(Customer organisation representative):</b>	<div></div> Signature	<div></div> Print Name & Position	<div></div> Date
Change authorised to proceed to Stage 2 <b>(CCS representative)</b>	<div></div> Signature	<div></div> Print Name & Position	<div></div> Date
<b><u>STAGE 2 – SUPPLIER</u></b>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
ABORTIVE COSTS :	<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>		
NB: Any abortive costs to be discussed with the client before being incurred			





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

[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 (**Supplier Representative**):

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.]*

Clarification/ queries to  
to supplier regarding  
their proposals:

Date:

Supplier response

Date:

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

Variation Withdrawn

[Yes/No]

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  
(Customer  
Representative)

Signature

Print Name & Position

Date

Change  
authorised to  
proceed to  
implementation  
(CCS):

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

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