

Award Form

Contract Reference: TLOT0037A

Title: Framework Agreement: Local and Regional
Transport Analysis (LRТА) and Roads Economics,
Modelling and Evaluation (REME)

This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	The Department for Transport [DfT] (the Buyer). Its offices are on: Great Minster House, 33 Horseferry Road, London, SW1P 4DR
2.	Supplier	Name: <i>Ipsos</i> Ipsos (market research) Limited t/a Ipsos Address: 3 Thomas More Square, London, United Kingdom, E1W 1YW Registration number: Company registration no.: 948470
3.	Framework Contract	This framework contract between the Buyer and the Supplier is for the supply of social research, monitoring, evaluation, and economic analysis, on behalf of the following two DfT Divisions: - <ul style="list-style-type: none"> • Local and Regional Transport Analysis (LRTA), and • Roads Economics, Modelling and Evaluation (REME) <p>The research activities commissioned under this Contract will be called off on a rolling basis as set out in Section 5 – Contract Mechanisms (Schedule 2 – Specification).</p> <p>This opportunity was advertised in the Contract Notice in Find A Tender, reference 2022/S 000-034834 (FTS Contract Notice).</p>
4.	Contract reference	TLOT0037A
5.	Deliverables	See Schedule 2 (Specification) for further details.
6.	Buyer Cause	Any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
7.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.
9.	Start Date	06/03/2023

10.	Expiry Date	05/03/2027
11.	Extension Period	<p>As this Contract is let under the definition of a Framework Agreement (defined under Public Contract Regulations 2015), the Contract period is limited to 4 years, however the individual research which will be called off under the framework contract (once committed), can continue to be delivered for up to 7 years after the project begins.</p> <p>In the event of the budget being fully committed (before the Expiry date) across one, or more of the framework contracts, the authority may (at its discretion) exercise a financial extension (of up to 50%) of the framework contract value, such extensions will fall under Regulation 72(1) of the Public Contract Regulations</p>
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
13.	<p>Framework Incorporated Terms</p> <p>(Together these documents form the "the Framework Contract")</p>	<p>The following documents are incorporated into the Framework Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) This Framework Award Form b) Any Special Terms (see Section 14 – Special Terms, below) c) Core Terms d) Schedule 36 (Intellectual Property Rights) e) Schedule 1 (Definitions) f) Schedule 6 (Transparency Reports) g) Schedule 20 (Processing Data) h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> I. Schedule 2 (Specification) II. Schedule 3 (Charges) III. Schedule 5 (Commercially Sensitive Information) IV. Schedule 16 (Security) – Part A only V. Schedule 19 (Cyber Essentials Scheme) VI. Schedule 21 (Variation Form) VII. Schedule 22 (Insurance Requirements) VIII. Schedule 25 (Rectification Plan) IX. Schedule 26 (Sustainability) X. Schedule 27 (Key Subcontractors) i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its

		absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.
14.	Special Terms	<p>Special Term 1 – Contract Management (additional context to Schedule 2 – point 14.3) - The authority intends for there to be contract transparency (via the contract management meetings) with all 3 framework suppliers, as such you'll have visibility of the research being delivered by all 3 parties and a high-level view of the costs of each project.</p> <p>Special Term 2 – Pricing Clarifications</p> <ul style="list-style-type: none"> • (Schedule 3) – In the event of a project (contract value) moving into the next day rate band (e.g., a shift from a small to medium size project, due to follow on work), then we'd expect to pay the day rates at a lower cost at the point the additional work exceeds the band rate i.e., > £50k on the overall contract value. • Non-staff direct costs (Schedule 3) - DfT's contract manager will discuss and agree instances where you seek to levy non-staff direct costs on a commission (we anticipate these will cover fees such as travel costs, recruitment fees, venue hire, incentives etc), as such non-staff direct costs will fall outside of the proposed day rate bandings. • Value vs Duration Clarification (Schedule 2, point 4.3) – The authorities focus on vfm (and the application of bandings) should be on the project value alone and where the costed commissions falls within the value bandings. The project duration point is more of an indicator related to the banding ranges.
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes set out in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
17.	Buyer's Security Policy	Schedule 16 (Security) – Part A
18.	Commercially Sensitive Information	TLOT0037 Attachment 4 - Price Schedule and Rate Card to be commercially sensitive
19.	Charges	<p>The overall Framework Contract value is set at a maximum £1,666,666.67. This figure cannot be exceeded without the prior written permission from the Authority – refer to Clause 11 above.</p> <p>For a breakdown of fixed costs relating to the deliverables, and daily rates, please refer to Schedule 3 (Charges)</p>

20.	Reimbursable expenses	All costs submitted as part of your bid, as set out in Schedule 3 (Charges), are inclusive of all costs for example your operating costs, profit, and expenses. The only exception to this is non-staff direct costs, as set out in Special Condition 3 above.
21.	Payment method	<p>Payment can only be made following satisfactory delivery of pre-agreed milestones and deliverables. We'll work with the supplier at the start of every new piece of work to agree payment milestones. There may be instances where we agree monthly payment in arrears, to process such payments, we'll need to ensure we're satisfied with the services/deliverables provided.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed, associated costs and must include the PO number that the authority will provide at the start of each call off/commission.</p> <p>Invoices should be submitted to: DFT Shared Services Centre, 5 Sandringham Park, Swansea, SA7 0EA.</p> <p>Or via email: SSa.invoice@sharedservicesarvato.co.uk</p>
22.	Service Levels	Not applicable
23.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
24.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1 million</p> <p>Each Party's total aggregate liability in each Contract Year under each Call-off agreement (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified by the Buyers Contract Manager for each Call-off.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability cap, being £5million per Contract Year</p>
25.	Cyber Essentials Certification	Cyber Essentials Scheme [Basic] Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
26.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> ● The Supplier shall attend Progress Meetings with the Buyer every TBC at the Contract Inception Meeting ● The Supplier shall provide the Buyer with Progress Reports every TBC at the Contract Inception Meeting
27.	Guarantee	Not applicable

[TLOT0037A – Research Framework – LRTA & REME Divisions]
Award Form

Signature:		Signature:	
Name:	██████████	Name:	██████████
Role:	Research Director (Contract Director)	Role:	Commercial Relationship Manager
Date:	01/03/2023	Date:	01/03/2023

-  TLOT0037 - Schedule 36 - IPR.docx
  TLOT0037 - Schedule 27 - Key Subcontract
  TLOT0037 - Schedule 26 - Sustainability.docx
  TLOT0037 - Schedule 25 - Rectification Plan
  TLOT0037 - Schedule 22 - Insurance.docx
  TLOT0037 - Schedule 21 - Variation Form.d
-  TLOT0037 - Schedule 20 - Processing Data.c
  TLOT0037 - Schedule 19 - Cyber Essentials !
  TLOT0037 - Schedule 16 - Security.docx
  TLOT0037 - Schedule 6 - Transparency Rep
  Schedule 5
  TLOT0037 - Schedule 4 - Framework Suppli
-  TLOT0037 - Schedule 3 - Charges.docx
  TLOT0037 - Schedule 2 - Specification.docx
  TLOT0037 - Schedule 1 - Definitions.docx
  TLOT0037 - Mid-Tier - Core Terms.docx