



Department for Transport

Below-threshold ITT
Contract Reference: TRAS3084

Schedule 1 - Contract including Order Form and Contract Conditions

Order Form

1. Contract Reference	TRAS3084	
2. Date	[Insert date on which the last party signs]	
3. Buyer	The Department for Transport (on behalf of the Secretary of State for Transport) Great Minster House 33 Horseferry Road London SW1P 4DR	
4. Supplier	MDS Transmodal Ltd 5-6 Hunters Walk Canal Street Chester CH1 4EB Company Registration number: 3608206	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None



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	<p>Services</p> <p>The Department for Transport ('DfT'/'Department') requires a feasible and detailed analytical system design for Freight Analysis and Modelling Environment (FAME) in order to enhance the Department's analytical capability to support investment decisions, policy development, emergency responses and strategic directions.</p> <p>This study (Stage 1 of the FAME) should deliver the following three key deliverables:</p> <ul style="list-style-type: none">a. a systematic understanding on freight and logistics;b. a feasible framework of the FAME with suitable analytical levers for scenario-based analysis; and,c. a detailed blueprint of viable analytical solutions supporting the DfT's freight analyses, including both modelling and non-modelling methodologies. <p>Please note, the awarded supplier should not incorporate any non-DfT owned intellectual property into the deliverables for this procurement.</p>
7. Specification	<p>The specification of the Deliverables is set out in Schedule 2: Requirements.</p>
8. Term	<p>The Term shall commence on</p> <p>07/08/2023</p> <p>and the Expiry Date shall be 08/12/2023, unless the Contract is otherwise extended or terminated in accordance with its terms and conditions.</p> <p>The Buyer may extend the Contract for a period of up to 2 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	<p>The Charges for the Deliverables are set out in the completed Schedule 5 – Pricing submitted within the Supplier's tender of 03/07/2023 (Annex 2 to this Order Form).</p>



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10.Payment	<p>Suppliers must be in possession of a written purchase order (PO) before commencing any work under this contract. You will be issued with this PO Number after this contract has been signed, and will need to quote this number on all invoices, which should be submitted directly to:</p> <p>Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section:</p> <p>ssa.invoice@sharedservicesarvato.co.uk</p>						
11.Buyer Authorised Representative(s)	<p>For general liaison, your contacts will be</p> <p>[REDACTED] @dft.gov.uk</p> <p>and</p> <p>[REDACTED] @dft.gov.uk</p>						
12.Address notices for	<table><tr><td>Buyer:</td><td>Supplier:</td></tr><tr><td>The Department for Transport</td><td>MDS Transmodal Ltd</td></tr><tr><td>Great Minster House 33 Horseferry Road London SW1P 4DR</td><td>5-6 Hunters Walk Canal Street Chester CH1 4EB</td></tr></table>	Buyer:	Supplier:	The Department for Transport	MDS Transmodal Ltd	Great Minster House 33 Horseferry Road London SW1P 4DR	5-6 Hunters Walk Canal Street Chester CH1 4EB
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	Attention: [REDACTED] Email: [REDACTED]@dft.gov.uk	Attention: [REDACTED] Email: [REDACTED]@mdst.co.uk
13.Key Personnel	Buyer: [REDACTED] [REDACTED]@dft.gov.uk and [REDACTED] [REDACTED]@dft.gov.uk	Supplier: [REDACTED] [REDACTED]@mdst.co.uk And [REDACTED] [REDACTED]@mdst.co.uk
14.Procedures and Policies	N/A	

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer (<i>on behalf of the Secretary of State for Transport</i>)
Name: [REDACTED] Chairman	Name: [REDACTED] Commercial Relationship Manager
Date: 25.07.23	Date: 03/08/2023
Signature: [REDACTED]	Signature: [REDACTED]



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Annex 1 – Specification

Schedule 2 – Specification of Requirements

1 INTRODUCTION

The Department for Transport ('DfT'/'Department') wishes to set up a contract to seek a feasible and detailed analytical system design for Freight Analysis and Modelling Environment (FAME), a new cross-modal freight analysis environment, in order to enhance the Department's analytical capability to support investment decisions, policy development, emergency responses and strategic directions.'

This study (Stage 1 of the FAME) should deliver the following three key deliverables:

- a. a literature review and a systematic understanding of freight and logistics;
- b. a feasible framework for the FAME with suitable analytical levers for scenario-based analysis; and,
- c. a detailed and feasible technical blueprint of viable analytical solutions supporting the DfT's freight analyses, such as those on end-to-end freight journeys and multimodal forecasting, including the methodologies for a national freight transport model and non-modelling tools, and data requirements.

Stage 2 and 3 of the proposed FAME project, subject to a separate procurement process and dependent on the outcome of Stage 1, will include the development and adaptation of FAME and are discussed in Section 3 of this specification.

2 BACKGROUND AND OBJECTIVES

2.1 Existing practices

Freight analysis within the DfT's Transport Appraisal and Strategic Modelling team (TASM) currently relies on available statistics and several modelling suites to support policy development and produce future traffic estimation, such as the National Road Traffic Projection 2022.

Although the current approach has been successfully applied over years, its freight model (Great Britain Freight Model – GBFMv5) has gradually shown limitations to support the work within the Department and beyond, especially on cross-modal analysis and the freight transport chain, following Brexit and the pandemic.

To continue to support the Department's work with robust freight analytical evidence and to meet future challenges, it is essential to ensure that freight analysis continues to operate in an efficient, effective, flexible and stable environment.



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Some brief descriptions related to TASM's freight modelling tools and work are listed below to provide some snapshots on the status of freight analysis at TASM. The associated reports can be found on the government's website.

GBFMv5

The Great Britain Freight Model v5 (GBFMv5) was developed by MDS Transmodal. It allocates freight demands onto the road network based on the operation costs of freight businesses and therefore is capable of estimating future Heavy Goods Vehicles (HGV) traffic. The GBFMv5 provides HGV traffic growths to the National Transport Model (NTM) to estimate the overall road traffic level on Great Britain's (GB) road network in the future, which is regularly published by the DfT.

NTM

The National Transport Model (NTM) is a multi-modal model of land-based transport in Great Britain, incorporating economic and demographic data and evidence on travel behaviour and the factors influencing it. The NTM enables the DfT to estimate the impact of transport policies or future traffic situation through key travel indicators such as levels of traffic, including HGVs, congestion and vehicle emissions, presented as National Road Traffic Projection 2022 (N RTP22).

N RTP22

A 2022 report presenting the Department for Transport's updated strategic view of future road travel demand, including long term projection data of road traffic, including HGVs, congestion and emissions in England and Wales from 2025 to 2060. A number of plausible scenarios are used to reflect the uncertainty in the factors affecting road traffic demand. These scenarios have been updated since the Road Traffic Forecasts 2018 publication. These scenarios are described in the TAG Uncertainty Toolkit.

2.2 Objectives

The DfT is seeking to increase its collaboration and capabilities on cross-modal freight analysis and scenario developments to enable better understanding of freight demands, movements, forecasts, and its impacts on transport system, environment, economics and transport users.

The final product of the FAME should be able to broadly support the following use cases.

2.2.1 Supporting DfT's strategic priorities and investment decisions

The Department sets out its strategic directions to grow and level up the economy, improve transport for users and reduce environmental impacts through improving connectivity across the United Kingdom, enhancing the transport network on time and on budget, delivering and maintaining a transport system that meets the needs of the public and addresses what they care about most, and decarbonising transport. Significant investments have been made towards those ambitions, supported by Green Book.



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Freight transport, cross-cutting multimode across the country, carries the economy between productions and consumptions, and between locations. Like other transport users, freight moves from one place to another all the time and is affected by behaviour changes. It shares the congestion with others and benefits from infrastructure investments and contributes to economy growth both directly and indirectly. Technology improvements can lead to lower carbon emissions from freight transport and improve our living environment.

2.2.2 Supporting impactful policy developments and delivery

Freight has been highlighted as a key element in many policy areas. The following provides examples of workstreams which could be supported by greater analytical understanding of current and future freight movements.

Future of Freight Plan and National Freight Network

The Future of Freight plan, published June 2022, recognised a lack of visibility and understanding of the freight network as a cross-modal system and stated an aim to expand the Government's data and evidence picture of the domestic freight network.

Transport Decarbonisation Plan (TDP)

The TDP sets out the Department's plan to decarbonise the entire transport system in the UK, creating a better, greener Britain. The TDP sets out a number of commitments to achieve this goal, including modal shift, stimulating demand for zero emission trucks and transforming last-mile deliveries.

Modal Shift

The Department has outlined its support for rail freight and recognises the benefits to reduced road congestion, improved productivity and reducing carbon emissions and air pollution. The Mode Shift Revenue Support (MSRS) scheme underlines the Department's support for freight modal shift onto both rail and inland waterways.

William-Shapps Plan for Rail

"Rail freight has shown the value of having a dynamic, innovative and customer-driven business model and now acts as a key supply line to national priorities such as construction and supply of food and medicines."

"The government will also set a growth target for rail freight, as has been done in Scotland, but this should not become a ceiling."

Union Connectivity Review

"The capacity, connectivity and reliability of the transport network is key to the free movement of goods and supply chains across the country. Freight in the UK is integrated across the borders of England, Scotland, Wales and Northern Ireland—reflecting the single market—and therefore



infrastructure improvements in one part of the UK will contribute to the resilience and benefits of another part of the UK.”

2.2.3 Supporting emergency operations

During Brexit and the pandemic, the freight industry has shown great resilience to move goods around and support people’s day-to-day lives and the economy. On the other hand, the Department requires rapid analytical supports and ready-to-use information for decision making and operations to deal with emergency situations, such as congestion at ports, HGV driver shortage, severe weather, etc.

2.3 What is FAME?

The Freight Analysis and Modelling Environment (FAME) is part of TASM’s plan to replace GBFMv5 and fill analytical gaps to support the Department’s work.

FAME is a cross-modal freight analysis environment including the following three components, described in further detail throughout this subsection:

- A new national freight transport model at least capable of simulating and forecasting freight demand and flows.
- A ‘Scenario Studio’ to manage the use of the model and tools.
- Non-modelling tools which interact and complement the model.

Its applications are driven by scenarios which describes possible futures through an analytical lens based on economics, demographics, land use, investments, policies, behaviour changes and technology adoption.

It brings available evidence and algorithms together, rather than reinventing the wheel, to maximise their impacts through both modelling and non-modelling analysis. It will enhance the Department’s capability and collaboration on cross-modal analysis of freights to support investment decisions, policy development, emergency responses and strategic directions. The FAME is illustrated in the following figure.

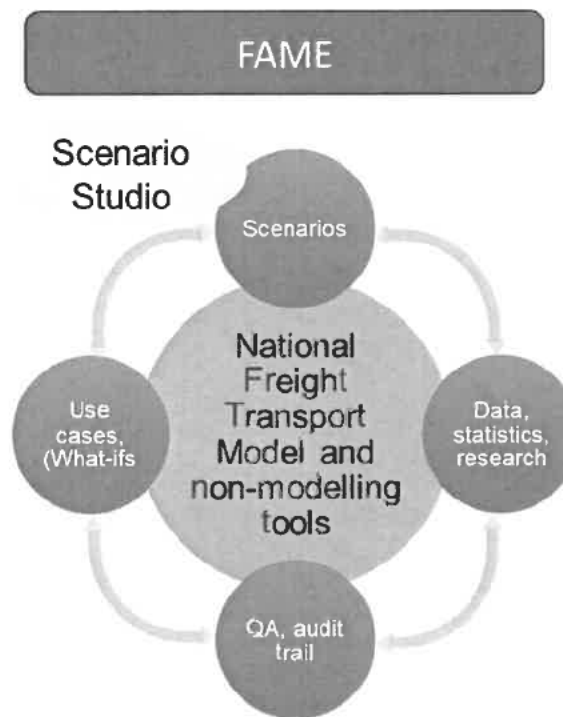


Figure 1 - FAME system illustration

By bringing together available data and relevant workstreams at the DfT, it will bring freight data gaps into the spotlight. This will enable targeted improvements with the expertise within the DfT to shape the directions of future analysis and research.

The mechanism built in the FAME and the ways it would be applied would provide some levels of quality assurance and audit trail on the DfT's work. In some cases, this information would enable rapid response to cross modal policy requests and emergency operations.

The DfT will own the Intellectual Property Rights (IPR) of the FAME. This will speed up the processes of policy developments, improve transparency and understanding, increase flexibility in freight analysis, and enhance the capability of exploring options supporting the work in the Department.

2.3.1 Scenario Studio

The Scenario Studio is about the way of working, rather than a comprehensive IT solution. It will catalyse the evolution of collaboration within the DfT and data connections to enhance the efficiency and effectiveness in freight analysis and responding to policy requests. It includes the following key functions:



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- Provides pre-defined or bespoke analytical levers for scenario development and scenario-based analysis.
- Registers and maintains audit trails of scenario definitions along with the meta information of associated data and applications.
- Supports multimodal analysis.
- Supports both modelling and non-modelling analysis.

The Scenario Studio should provide relevant analytical levers to enable analysts to define scenarios practically and effectively through adjusting multimodal input data for modelling and/or non-modelling analysis.

To ensure the FAME can be managed and applied effectively and minimise the interference with existing analytical work across the public sector, outside of the freight transport model, the Studio doesn't physically store the data used for modelling and non-modelling analysis. Instead, it will only retain the necessary meta information on scenario definitions, applications and associated data, rather than the actual data itself, based on users' inputs. In principle, it doesn't automatically connect with individual workstreams' work.

2.3.2 National Freight Transport Model

The National Freight Transport Model is the core analytical tool within the FAME. It should integrate a wide range of available data, research evidence and assumptions into a comprehensive algorithm to reasonably describe the current freight and logistics at high level and produce analytical evidence for policy, forecast and downstream analyses.

It is essential for the model to be able to estimate freight demands and movements by modes and commodity types on transport networks (see section 3.2.4.4) in a current year, near future (over next 15 months) and longer term (up to 40 years), so that the modelled results could be used as evidence to measure the impacts of interventions, the roll-out of new technologies (e.g. vehicle charging, automation) and other factors on transport network, transport users, decarbonisation and economic growths.

The model should be able to present its results succinctly in pre-defined templates or customised formats to highlight insights and maximise impacts of analysis, based on the scenarios defined in the Scenario Studio.

2.3.3 Non-modelling tools

Along with a National Freight Transport Model, other non-modelling analysis tools can often provide fast-paced, fit-for-purpose, and impactful insights for the DfT's work, based on directly available data and/or modelled results. These tools should be built into the FAME.

2.3.4 Development stages



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The FAME's development includes three key stages:

- Stage 1: Feasibility, framework and blueprint. This will deliver a systematic understanding of the freight and logistics system, a feasible framework for the FAME with suitable analytical levers for scenario-based analysis, and a viable blueprint detailing the National Freight Transport Model and non-modelling analysis, including algorithms, methodologies, limitations, assumptions, data requirements, and results presentations. The Stage 1 work will provide a foundation for the FAME's development and application in the following stages.
- Stage 2: Development. Based on the Stage 1 work and expert reviews, this stage will develop the FAME into a product, including the model, the Scenario Studio and non-modelling tools.
- Stage 3: Adaptation. To fit the system into the Department's analytical practices and incorporate the latest evidence. Training will be provided to embed the systems into teams.

Please note, Stage 2 and 3, should they proceed, will be subject to a separate procurement process and are not covered by this contract.

3 TECHNICAL REQUIREMENTS

This section provides the technical requirements of the Stage 1 work (Section 3.1), which is the object of this procurement. Further details of the FAME are provided in Section 3.2.

3.1 Stage 1 work

3.1.1 Overview

The Contractor is required to deliver the FAME's full design in the Stage 1 work. The contractor should adopt suitable approaches to detail its design to the Department in both abstract and detailed ways.

This study (Stage 1 of the FAME) should deliver the following three key deliverables:

- a literature review and a systematic understanding of freight and logistics of sufficient detail to inform the design of FAME;
- a feasible framework for the overall FAME system (as illustrated in Figure 1) with suitable analytical levers for scenario-based analysis; and,
- a detailed and feasible technical blueprint of viable analytical solutions supporting the DfT's freight analyses, such as those on end-to-end freight journeys and multimodal forecasting, including the methodologies for the national freight model and non-modelling tools, and data requirements.

Please note, the Stage 1 work is about methodologies and design, rather than production of the actual ready to use tool.



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Following consultation with relevant stakeholders, carried out by the DfT, a list of policy questions will be provided to the Contractor at the commencement of work to guide the design of the FAME. An example of the type of policy question which could be included is: *'Where will the highest demand for refuelling and recharging infrastructure for zero emission freight vehicles be?'.* The feasibility of FAME must be considered in the design so that the framework and the blueprint are fit to provide analytical support to help answer these questions.

In addition, consideration and discussions should be made to ensure the FAME's results support economic appraisal of freight infrastructure investments at both national and local levels, either through the DfT's National Transport Models or on its own.

A brief discussion on the value of freight to the economy and how FAME could be used to inform them would also be welcomed.

The Contractor is encouraged to bring in further details, alternatives and extensions to ensure the FAME is feasible, evidence-based, practical, and insightful. These should be highlighted in tenders.

Any technical departure from this section should be explicitly identified with rationale in tenders so that they can be considered in the tender assessment to ensure the Stage 1 work starts with a clear scope. Subsequent minor amendments to the scope to overcome unforeseen difficulties and where necessary to enable the successful delivery of Stage 1, may be permitted with the prior agreement of the Department.

The Contractor is also strongly encouraged to recommend innovative ideas to enhance the FAME's ability to support the Department's work. These should be highlighted in the tender to inform the tender assessment process.

3.1.2 Literature and Systems Review

3.1.2.1 Literature review and parallel work

The Contractor will need to provide a proportionate review of freight modelling frameworks, drawing on worldwide experience, available data and evidence, best practices, academic research, and relevant publications from the DfT, where they would be beneficial to the FAME's design, so that an overall understanding on freight modelling and analysis can be established and suitable information can be used in the design of the FAME. The review should be of sufficient detail to inform the design of the FAME and the Scenario Studio and the blueprint of the National Freight Transport Model, and non-modelling analysis.

Where possible, the Contractor should also consider the relationship between other DfT published work and the FAME in order to avoid duplication and utilise that work to enhance the FAME.

3.1.2.2 Understanding of freight and logistics system



It is essential for the Contractor to provide a comprehensive view relevant to the FAME on the freight market and logistics system and how this interacts with the transport system, covering all transport modes for end-to-end freight journeys, and to reasonably convert the views into the design of the FAME through scenarios, modelling and non-modelling analysis.

Where limitations to replicate the key functions of the market or system are clearly identified, suitable workarounds should be in place and recommendations should be made to overcome the limitation in longer term.

It should be based on the current situation and consider the direct and indirect impacts from Brexit, Covid and behaviour changes in both customers and businesses.

The understandings should be delivered through both report and system map.

3.1.3 Framework

3.1.3.1 Focused areas

The design should be supported with detailed discussions on how the characters listed in Section 3.2.1 would be represented in the systematic approach through modelling and non-modelling analysis and how they would impact on each other where interrelationships exist.

The Contractor would be encouraged to highlight additional factors or elements within the freight system which would benefit the study.

3.1.3.2 Scenario-based analysis

The FAME's application should be driven by the scenarios representing both potential future situations based on a range of factors, such as economic status, demographic forecasts, land use changes and policy directions, and short-term disruptive situations.

The Contractor is required to clearly identify a set of levers to allow users to develop scenarios in the FAME for both modelling and non-modelling work, including Common Analytical Scenarios (CASs).

Based on those levers, a list of examples of scenarios and discussions should be provided by the Contractor to demonstrate the capabilities and the limitations of the design. All scenario definitions should be multi-modal.

Sufficient explanations to the levers and adjustable ranges should be visible to users while defining a scenario so that users are supported with suitably defined parameter limits and an associated warning mechanism if these are breached, allowing confident of making reasonable and realistic adjustments.

3.1.4 Technical Blueprint



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This study should consider the feasibility of methodologies, data, functionalities, outputs, scenarios, and the time/IT required to develop and apply the FAME in order to meet the objectives of this work and enable multimodal freight analysis at the DfT.

The blueprint of the methodologies for both National Freight Transport Model and Non-modelling tools should draw on those considerations to ensure that it is feasible and practical for the DfT to develop the model and the non-modelling tools based on the blueprint.

3.1.4.1 National Freight Transport Model

The methodology should include representing freight demand (such as production and consumption), describing multimodal movements and converting them into multimodal traffic on transport networks in both base year and future years. This would enable multimodal analysis on both freight and traffic over air, sea, river and land under given scenarios.

The Contractor should set out how inter-modal freight transport can be assessed and reflect freight's end-to-end journey in the model with a suitable level of granularity on both demand and network, based on common or compatible commodity types.

The Contractor is required to recommend the geographical coverage of the model and discuss the feasibility of including the Devolved Administrations (i.e., Northern Ireland, Scotland and Wales) along with the pros and cons. In addition, it is also required to define a suitable geographical structure to ensure seamless data connections and results presentations. It is not expected that the model will have detailed representations of freight movements outside of the UK.

For the Base Year model, it is essential to set out the appropriate methods and criteria used to validate the model so that it can reflect the base year situation robustly.

Forecast capabilities on multimodal freight demands and traffics must be included in the design to enable the model to inform policies and infrastructure investments. The methodologies should ensure the model can provide reasonable response for given scenarios and set out the criteria and measurements to assess the responses in the model.

A list of potential modelling results from the FAME is provided in the Section 3.2.4.4. The feasibility of producing these from the model should be discussed along with the methodology. Where it is considered that they couldn't be directly output from the model, alternatives or workarounds through non-modelling tools should be provided in this study. Any results which cannot be derived through either modelling or non-modelling tools under the Contractor's proposed approach should be highlighted in the tender for the DfT to consider.

The study should explicitly set out the limitations and usability of assumptions and what steps would be required to convert the assumptions into evidence. Assumptions could be made based on UK and international empirical evidence, literature, partial data, or research.

3.1.4.2 Non-modelling tools



The non-modelling tools are not mutually exclusive to modelling processes.

The DfT will provide five pilot questions related to freight analysis, after the work starts, for the contractor to develop corresponding non-modelling methodologies for them.

They could cover several individual areas, such as air quality calculations, HGV driver demands estimations, local freight forecasts, etc. The contractors are encouraged to develop additional innovative ideas to maximise the impacts of the data and analysis. The DfT might adopt or amend them in the future.

Recommendations should be made within the Study as to how these non-modelling tools could answer the provided analytical questions and could interact with and complement the model.

3.1.4.3 Data

In general, the FAME should maximise the benefits from existing and available data to minimise new data collections. However, where new data would play significant role in the FAME to enable key functionalities or strengthen evidence base, it should be considered as data gaps (see 3.1.4.3.2).

(a) Existing Data

All data used in the FAME development should be clearly identified in Stage 1.

The Contractor is required to explicitly state the data's source, suitability, availability, ownerships, and limitations, along with their meta information. It is also essential to clearly set out where a dataset would be used in the FAME and how it would be used to develop the tool.

Where required, the Department can help to obtain necessary information and data samples to support the delivery.

(b) Data Gaps

During Stage 1, any data gaps should be highlighted explicitly, and short-term mitigations should be provided by the Contractor to enable progress of the FAME's development.

To fill data gaps in the future, the study should propose suitable and feasible data collection aiming at replacing those mitigations. It should also consider the scale of the data collection required and factor this into the suggested timeframes and programme for Stage 2.

3.1.4.4 Treatment of assumptions and research

Any existing research used to inform the FAME should be clearly identified. The Contractor should ensure the limitations of the research are highlighted and would not impact on the FAME's applications and objectives.



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If recommendations are made within the study for further research to strengthen the evidence base and algorithms used in the FAME, the Contractor should ensure that other options have been explored and the recommended research would be the most feasible and beneficial way to address this. The Department might consider the need in the future to bridge the gap.

Where a research gap is identified, the Contractor should provide a temporary alternative to enable the FAME's design and development to be able to continue. In this case, targeted research or data collections should be clearly outlined so that the DfT could consider those work in the future.

Any suggested future research should not form a fundamental part of the design and should be considered as supplementary.

3.1.5 Additional Information

3.1.5.1 Supporting Stage 2 work

The Stage 1 work will provide the foundation to the Stage 2 work developing the FAME. The DfT may decide to review, use or alter any material developed during Stage 1 in the future. Any materials delivered within Stage 1 will be published and therefore available to parties awarded the contract for Stage 2.

The Stage 1 work should explicitly suggest an achievable programme and timescale to deliver the proposed methodology in the Stage 2, including data, research and how they would fit in. The programme and timescale for Stage 2 will be determined by the Department taking account of this advice and any other factors.

An indicative cost range estimation to deliver the Stage 2 work should be included in this work. This cost range will be used to inform internal discussions.

3.1.5.2 Transparency

It is the intention to use the FAME within the DfT only. Although all parts should be open and visible to the users, there should be restrictions on modifying the algorithm and methodologies to most of users, so that users can be confident on applying the model and its associated results.

On the other hand, it is essential to ensure the transparency of the system. The final report including all the details of the design will be published by the Department.

The design should ensure that the National Freight Transport Model could be packed on its own and shared with stakeholders where necessary.

3.1.5.3 Timescale

The FAME Stage 1 work is expected to be completed within 15 weeks of starting the work.



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3.2 Details of the FAME

This section set out the Department's expectation for the FAME in further details, which should be used to guide the Stage 1 work.

3.2.1 Focused areas

The Department would like to improve its analytical capabilities in understanding cross-modal freight demands, movements, forecasts, mode shift, decarbonisation, and end-to-end journey, supported by proportionated freight analysis and a strong evidence base.

As a result, it is expected that the FAME will be capable of clearly representing the following points in the system and measuring the impacts of changes to them. Please note, the below list is not exhaustive.

- land use (warehouse/interchange development and operations)
- operation costs (levy/tax, toll, fuel/electricity/hydrogen price and consumption rates, driver wage and resources)
- congestion (border disruptions, bottlenecks, seasonality)
- infrastructure (transport network, connectivity, capacities at ports and on rail, HGV parking/roadside services locations)
- policy (uptakes on non-fossil energy vehicles, regulations, recharging/refuelling facilities, Free Ports, clean air zones)
- customer behaviour (online shopping, last mile, flexible working)
- demography (regions, population, incomes)
- economic forecasts (GDP, employment)
- operations (route choices, vehicle choice, mode choice, time choices, empty running/loading factors, consignment, dwell times).
- technology (zero emission vehicles, connected and autonomous vehicles, efficiency improvement at warehouses)
- fleets (UK registered, foreign, temperature controlled, non-temperature controlled)

3.2.2 Operations

The FAME should be accessible by multiple users at the same time and allow multiple instances to be active independently, subject to available computing resources. It should be able to provide a wide range of outputs to support other teams' work and build in great GIS compatibility (in line with DfT's GIS Standards) to ensure data and results could be updated and shared with others seamlessly.

Default templates to present analysis results should be provided to save time for users. On the other hand, the FAME should provide the flexibility for users to add their own templates and share with others.



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The system should also provide direct inputs to the Department's National Transport Models (both v2r and v5).

Suitable mechanisms should be in place to protect audit trails and some scenarios if required.

The following steps illustrate a potential way of using the FAME.

- a. All users should start from Scenario Studio.
- b. Users need to search scenarios and decide whether to develop a new one or not. A scenario should be associated with a unique ID so that it can be searchable, retrievable, duplicatable, and updatable. The FAME should allow users to identify all of the information associated with the ID, such as data used, assumptions made, QA process, etc.
- c. Users could simply carry out further analysis based on the results of an existing scenario under a new ID.
- d. If users choose to create a new scenario based on an existing one with changes to the inputs, a new ID will be created and all data requirements/assumptions/parameters would be listed. This will allow users to proceed to either modelling, non-modelling analysis or both.
- e. A check out process might also be useful to ensure necessary information is recorded for future application.

3.2.3 Scenario-based analysis

The FAME's application should be driven by scenarios representing both possible situations in the future and short-term disruptive situations based on reasonable assumptions.

All scenario definitions should be multi-modal and defined through a fixed set of levers in the Scenario Studio which are linked with input data and assumptions for both National Freight Transport Model and non-modelling tools.

The Department has published Common Analytical Scenarios (CASs) along with its levers, such as economic and demographical factors, to assist practitioners to consider possible future situations. The levers in the FAME should be compatible with those in the CASs and be systematic, clear and manageable to allow users to make sensible assumptions and develop bespoke scenarios for freight analytical works.

In addition to long term strategic scenarios, the FAME should be capable of defining what-if scenarios to describe and measure the impacts of disruptive situations in the logistics system, such as but not limited to:

- Port disruptions
- Industrial action impacting freight
- Network closures (i.e., roadworks and severe weather incidents)
- Changes to freight infrastructure or operations



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- Impacts of investment decisions

3.2.4 National Freight Transport Model

A National Freight Transport Model is the centre piece of the FAME. It should abstractly reflect the understanding of freight and logistics system with a comprehensive and robust algorithm to provide systematic analysis on multimodal freights, by integrating a wide range of data, evidence, research and best practices.

3.2.4.1 Geographical structure

The model should have suitable geographical coverage to describe the demands and movements of freights and multi-modal logistics operations, so that the scenarios, modelling and non-modelling analysis can meet the Department's needs based on feasibility, pros/cons and data availability.

In addition, it should be based on a suitable geographical structure for the model compatible with other models/analysis in the Department and available data, such as MSOA (Middle Layer Super Output Areas) or other compatible systems.

All freight interchanges, medium/large warehouse, national/regional distribution centres, seaports and airports should be explicitly defined in the geographic structure. A list of the ports will be provided by the DfT.

3.2.4.2 Base year

The algorithm should be developed to provide a broad reflection of freight demands, freight operations, freight transport supply and infrastructure in a base year, supported by clear evidence.

It is expected to include approaches to the following aspects, taking into account any relevant guidance and best practices, including reference to TAG (Transport Analysis Guidance):

- Matrix development – The model should consider demand within the different legs of freight transport entering, exiting, and moving within the UK, based on the geographical structure.
- Network development – It is required that the network would include road, rail, port, sea, warehousing and airport infrastructure.
- Capacity constraints – It is required to build in the capacity of rail, road and ports in the base year and consider the means to adjust them in future years.
- Seasonality – The mode should include means to reflect the seasonality variations of freight demand, supply, and market.



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- Validation – It is essential for the model to represent the base year situation robustly, such as on the demand and the movements by volumes, weights, modes and/or vehicles.

3.2.4.3 Forecasting

A key requirement of FAME will be its ability to forecast future freight demand and supply, which are then converted into traffic and delays to measure the impacts of a scenario setting.

The Department would like to move away from simple trend-based estimation on the future freight demands and explore a scenario-based way considering a range of levers related to economy, demography, land use, etc. It should distinguish domestic and international freight in the evidence-based forecasting methods.

It is expected a forecast would represent a stable situation in the future, as defined in the Scenario Studio, based on multiple demand and supply balances. Therefore, strong theoretical evidence would be preferred to support the methodology.

3.2.4.4 Outputs

The model outputs will be used to directly inform the Department's work or support downstream non-modelling analysis. The model should provide estimations which include, but are not limited to the following, based on the geographical structure for both current and future years:

- Freight demands in tonnages or other measures by commodity types based on productions and consumptions.
- Impacts of mode shift.
- The route taken, time and distance travelled, and costs between locations based on geographical structure.
- Time and distance travelled and cost on any road link, train track or sea route.
- Volume over Capacity on roads, tracks and sea routes, where applicable.

The following table gives examples of some of the expected modelling results. The fuel types in the table refer to petrol, diesel, electricity, hydrogen, and other alternative fuels where applicable.

	National	Regional	County / Local Authority	Airports, seaports, or interchanges	Any road link, train track or sea route	Between locations based on geographical structure
Road	Tonnes, tonne km, vehicles and vehicles kms by commodity types, LGV/Rigid/Artic, fuel types, UK/Foreign;					



Rail	Tonnes, tonne km, trains, vehicles, train kms, vehicle kms by commodity types and fuel types
Aviation	Tonnes, all-cargo air traffic movements (ATM)
Maritime	Tonnes, units, accompanied/unaccompanied by commodity types, fuel types
Inland Waterways	Tonnes, units, accompanied/unaccompanied by commodity types, fuel types

3.2.5 Non-modelling analysis

It is essential to build in some non-modelling methods to work either independently or supplement the modelling process to ensure the feasibility, robustness, effectiveness and flexibility in the freight analysis.

Under any scenario and its associated input data, the non-modelling tools could be used in the following ways:

- meaningfully manipulate the model's input data to represent a desired scenario;
- bypass the entire modelling process to provide fast paced and pragmatic estimates;
- replace part of the modelling processes to speed up the analysis or represent a desired scenario;
- use the model's outputs for further downstream analysis.

The FAME should make reasonable efforts to build in some non-modelling analysis as templates and allow further templates to be added by users.

4 IMPLEMENTATION AND DELIVERABLES

The technical notes (TN1, TN2 and TN3) should be delivered in Word document format, which helps the DfT to provide comments effectively on the contents and might be published by the DfT.

An Executive Summary must be included in the Final report. The awarded Supplier is encouraged to use all suitable means to present and summarise the understandings, the design, and the blueprint, such as system maps, flow charts, etc.

The Final Report resulting from this commission will be published. It must be in PDF format and meet the international WCAG 2.1 AA accessibility standard. It will be checked by the DfT's independent accessibility experts, Dig Inclusion.



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The Contractor will need to pay for this check. If Dig Inclusion find that the document does not meet the legal standard, the Contractor will be required to fix it or pay for Dig Inclusion to fix it.

The time for the checking and any required work to fix it should be built in the programme so that the final report can be delivered on time.

Any costs related to accessibility are not reimbursable.

Along with the accessible PDF format, a Word format should also be delivered at the same time for the DfT's internal use.

The following table sets out the payment schedule for this contract, which is based on the percentage of completion linked with deliverables.

Deliverables		Delivery Date / Milestone	Payment upon Completion (%)
Technical note 1	Literature review and the understandings of the UK freight and logistics system, available evidence, and best practice including system map style illustration, or similar.	At the end of the 3 rd week	10%
Technical note 2	Design of the FAME and the Scenario Studio, including system map style illustration, or similar.	At the end of the 6 th week	20%
Technical note3	Blueprint of the National Freight Transport Model, and non-modelling analysis, including system map style illustration, or similar.	At the end of the 12 th week	40%
Final report	FAME Stage 1 feasibility study report (accessible PDF), including system map style illustration, or similar.	At the end of the 15 th week	30%

5 RESTRICTIONS UPON THE INCORPORATION OF EXISTING INTELLECTUAL PROPERTY

The DfT intends that the Stage 1 blueprint should be implemented by the supplier(s) of future stages of the project. This implementation may require development of any aspect of the blueprint. For this reason, the awarded supplier should not incorporate any non-DfT-owned existing intellectual property into the deliverables for this procurement.



6 QUALITY ASSURANCE REQUIREMENTS

The Contractor is responsible for delivering quality work successfully to the Department in time and within budget.

The quality assurance plan submitted in tenders should be followed and reviewed during the delivery. In addition, the contractor is encouraged to seek suitable opportunities to improve the quality of the work where possible.

A risk management plan must be prepared in the kick-off meeting and reviewed regularly with the Department during the delivery.

One week at least should be allowed for the DfT to comment on the Technical Notes (TNs) and the final report. The Contractor should provide spoken responses during planned meetings to the DfT's comments.

7 SERVICE CONDITIONS AND ENVIRONMENTAL FACTORS

In general, it is not expected that the FAME will require any significant IT facilities beyond those the DfT currently has, including both storage and computing power. It should operate in Windows.

The Stage 1 work should explore potential IT requirements (both software and hardware) for the FAME in the delivery and identify a viable and practical environment, on which the National Freight Transport Model, the non-modelling analysis and the Scenario Studio are based, to meet the users' needs effectively and fit with the Department's IT requirements.

The Annex (or attachment) provides further information on the high-level requirements (DfT Digital Service Architecture - Principles & Standards) of the IT environment which the FAME would be expected to operate within.

Any risks of conflicting with the principles and standards should be clearly highlighted and explained, including the rationale behind.

Given the complexity of the freight and logistic system, the Contractor should clearly state the steps taken in the design to ensure the FAME's National Freight Model can complete a model run (per year per scenario) as fast as possible (within 3 hours).

It should be accessible through shared servers remotely. The system is expected to be used by the DfT internally and accessed by multiple disciplinary analysts at the same time, such as economists, statisticians, data scientists, operational researchers, and modellers, with minimal training.

The work should also clarify the requirements on licenses and maintenance where applicable.



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8 DATA PROTECTION

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

The Contractor will not be required to process any Personal Data on behalf of the DfT.

9 MANAGEMENT AND CONTRACT ADMINISTRATION

The aim of this contract is to bring a wide range of expertise together to deliver a comprehensive product.

Where several companies/academics join together in a single tender, there must be one leading company or organisation, who will be fully responsible for all aspects of the contract and the entire delivery, commercial arrangement and payments.

The DfT will only deal with the leading company or organisation directly for effective management and clear responsibility.

There should be a kick off meeting to clarify the expectations, the programme and other aspects if needed, and a summary presentation to the DfT’s wider stakeholders at the end of the project.

During the delivery, meetings should be used effectively and driven by clarifying the plan on the next steps and addressing the DfT’s comments on each deliverable. Only where necessary, meetings could be called to address specific issues. Otherwise, it is encouraged to use other means of communications.

Fortnightly emails are required to inform the DfT on progress. Where it is essential for the DfT to get involved and any urgent situation arises, the DfT project manager should be informed as early as possible to avoid unnecessary delay and missing opportunity.

10 TRAINING / SKILLS / KNOWLEDGE TRANSFER

Following the DfT’s review on the final report, the Contractor is expected to present the study to the Department’s wider stakeholders before the final payments.

11 ARRANGEMENT FOR THE END OF THE CONTRACT

At the end of the contract, the contractor shall return any material or information used in this study to the Department, so that the Department can provide full support to the next stage of the FAME.



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The Contractor shall fully cooperate with the Department to ensure a fair and transparent re-tendering process for future stages of the FAME. In order to promote fair competition, bidders will be assessed against criteria for future stages of this project which do not favour any incumbent supplier.

12 ANNEX

DfTc Digital Service Architecture -Principles & Standards (attached)



4. TRAS3084 -
Architecture Principi



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Annex 2 – Charges

Appendix 2 – Pricing Schedule

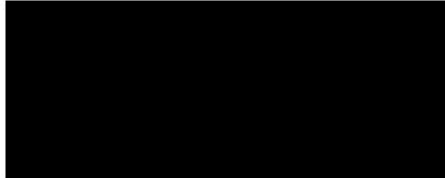


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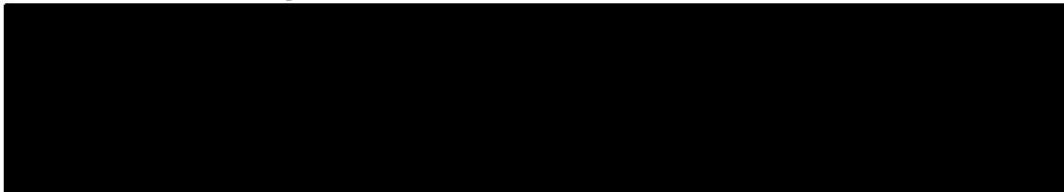
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Annex 3 – Supplier's Tender

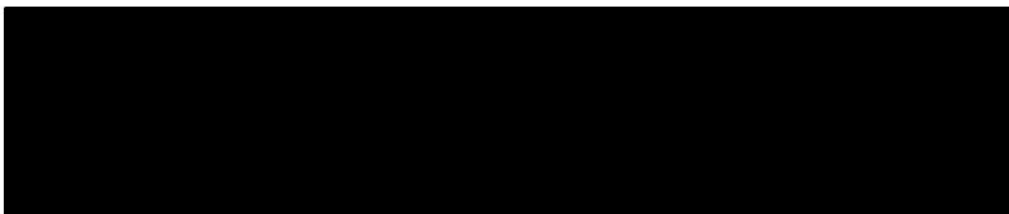
Qualification Envelope



Technical Envelope



Appendices





Contract Conditions

1 Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Buyer"	means the person identified in the letterhead of the Order Form;
"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;
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing



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the Order Form and includes the Order Form and Annexes;

"Controller"	has the meaning given to it in the UK GDPR;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"DPA 2018:"	Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2020
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; (iv) the EU GDPR where applicable to the processing.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific



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arrangements agreed by both parties. Delivered and Delivery shall be construed accordingly;

"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which



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"Data"	are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;



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"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Storage Media"	means the part of any device that is capable of storing and retrieving data;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;



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"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"UK GDPR"	as given effect by Part 2 of the DPA 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020.
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;



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- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

the singular includes the plural and vice versa;

- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3 How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 What needs to be delivered

4.1 All Deliverables

4.1.1 The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.



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- 4.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 4.2.3 The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- 4.2.4 Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- 4.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 4.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- 4.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.10 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- 4.2.11 The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 4.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.



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4.2.13 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

4.3.1 Late delivery of the Services will be a default of the Contract.

4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.

4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.

4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.



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5 Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

All Charges:

5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice;

5.2.2 include all costs connected with the supply of Deliverables.

- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

A Supplier invoice is only valid if it:

5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;

5.4.2 includes a detailed breakdown of Deliverables which have been delivered (if any).

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6 The Buyer's obligations to the Supplier

If Supplier fails to comply with the Contract as a result of a Buyer Cause:

6.1.1 the Buyer cannot terminate the Contract under clause 11;



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6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables;

6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;

6.2.2 demonstrates that the failure only happened because of the Buyer Cause;

6.2.3 mitigated the impact of the Buyer Cause.

7 Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

7.5.1 tell the Buyer and give reasons;

7.5.2 propose corrective action;

7.5.3 provide a deadline for completing the corrective action.



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- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

7.6.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand

7.6.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8 Supplier staff

The Supplier Staff involved in the performance of the Contract must:

- 8.1.1 be appropriately trained and qualified;
- 8.1.2 be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form;
- 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer (not to be unreasonably withheld or delayed);



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8.6.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

8.6.3 the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9 Rights and protection

The Supplier warrants and represents that:

9.1.1 it has full capacity and authority to enter into and to perform the Contract;

9.1.2 the Contract is executed by its authorised representative;

9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

9.1.5 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:

9.3.1 wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.



9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9.6 Supplier shall ensure it has adequate insurance cover for this contract.

10 Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

10.1.1 receive and use the Deliverables;

10.1.2 use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Buyer 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 Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

10.6.1 obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

10.6.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.



11 Ending the contract

- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5.2 to 11.5.7 applies.

When the Buyer can end the Contract

11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- 11.4.1.1 there's a Supplier Insolvency Event;
- 11.4.1.2 if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- 11.4.1.3 if 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;
- 11.4.1.4 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
- 11.4.1.5 if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- 11.4.1.6 the courts of the United Kingdom declares that the Contract should not have been awarded to the Supplier because of a serious breach of the Regulations;



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11.4.1.7 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.

11.4.2 If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5.2 to 11.5.7 applies.

What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4.1 all of the following apply:

11.5.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

11.5.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.3 accumulated rights of the Parties are not affected;

11.5.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by law;

11.5.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;

11.5.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;

11.5.7 the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

When the Supplier can end the Contract

11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.



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11.6.2 If a Supplier terminates the Contract under clause 11.6.1:

11.6.2.1 the Buyer must promptly pay all outstanding charges incurred to the Supplier;

11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

11.6.2.3 clauses 11.5.4 to 11.5.7 apply.

Partially ending and suspending the Contract

11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

11.7.3 The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 reject the variation;

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

12.2.1 any indirect losses;



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- 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - 12.3.3 any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers

13 Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
 - 13.1.1 comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - 13.1.2 support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - 13.1.3 not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;



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13.1.4 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
- 13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations

14 Data protection

- 14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 14.7.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;



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- 14.7.2 restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- 14.11.1 a systematic description of the expected processing and its purpose;
 - 14.11.2 the necessity and proportionality of the processing operations;
 - 14.11.3 the risks to the rights and freedoms of Data Subjects;
 - 14.11.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- 14.15.1 are aware of and comply with the Supplier's duties under this clause 14;



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- 14.15.2 are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - 14.15.3 are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - 14.15.4 have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the UK unless all of the following are true:
- 14.16.1 it has obtained prior written consent of the Buyer;
 - 14.16.2 the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
 - 14.16.3 the Data Subject has enforceable rights and effective legal remedies when transferred;
 - 14.16.4 the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - 14.16.5 where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
 - 14.16.6 the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer immediately if it:
- 14.17.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.17.2 receives a request to rectify, block or erase any Personal Data;
 - 14.17.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;



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- 14.17.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.17.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - 14.17.6 becomes aware of a Data Loss Event.
- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
- 14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- 14.19.1 full details and copies of the complaint, communication or request;
 - 14.19.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.19.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.19.4 assistance that it requests following any Data Loss Event;
 - 14.19.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- 14.20.1 is not occasional;
 - 14.20.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;



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- 14.20.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- 14.22.1 notify the Buyer in writing of the intended Subprocessor and processing;
 - 14.22.2 obtain the written consent of the Buyer;
 - 14.22.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - 14.22.4 provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- 14.24.1 replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
 - 14.24.2 ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:
- 14.26.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - 14.26.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;



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14.26.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

14.26.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;

14.26.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15 What you must keep confidential

15.1 Each Party must:

15.1.1 keep all Confidential Information it receives confidential and secure;

15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

15.2.1 where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

15.2.3 if the information was given to it by a third party without obligation of confidentiality;

15.2.4 if the information was in the public domain at the time of the disclosure;

15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;

15.2.6 to its auditors or for the purposes of regulatory requirements;



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- 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis;
- 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
 - 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament;
 - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.
- 16 When you can share information**
 - 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.



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- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

16.2.1 comply with any Freedom of Information Act (FOIA) request;

16.2.2 comply with any Environmental Information Regulations (EIR) request.

The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

16A. Transparency

- (1) The Parties acknowledge that the content of this Contract, including any changes to this Contract agreed from time to time is not Confidential Information, except for –
 - (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
 - (ii) Commercially Sensitive Information;
- (2) Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public this Contract in its entirety or parts of this contract thereof (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted).
- (3) The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- (4) The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish.

17 Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.



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18 No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19 Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

20.1.1 provides written notice to the other Party;

20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under clause 20.2:

20.3.1 each party must cover its own losses;

20.3.2 clause 11.5.2 to 11.5.7 applies.

21 Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.



23 Transferring responsibilities

- 23.1 The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 23.6.1 their name;
 - 23.6.2 the scope of their appointment;
 - 23.6.3 the duration of their appointment.

24 Changing the contract

- 24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

25 How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.



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26 Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

26.1.1 commit any criminal offence referred to in the Regulations 57(1) and 57(2);

26.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) 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 Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

26.3.1 terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or

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

27 Equality, diversity and human rights

27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

27.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;



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27.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28 Health and safety

28.1 The Supplier must perform its obligations meeting the requirements of:

28.1.1 all applicable law regarding health and safety;

28.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

29 Environment

29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

30 Tax

30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:

30.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;



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30.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

30.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

30.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

30.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;

30.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31 Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.

31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.



32 Reporting a breach of the contract

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33 Resolving disputes

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 33.3.1 determine the dispute;
 - 33.3.2 grant interim remedies;
 - 33.3.3 grant any other provisional or protective relief.
- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.



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33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34 Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.