

Transport Advisor Framework Agreement

TENDER FOR: Transport Advisor Framework Agreement

LATEST RETURN DATE: 12 May 2008

TIME: 12.00 noon

**TO: SEStran Secretary
SEStran
First Floor
Hopetoun Gate
8b McDonald Road
EDINBURGH
EH7 4LZ**

For Office Use Only

Date and Time Received:

Received By:

Tender opened on (date):

Opening Time:

Opened By:

In Presence of:

Tender Return Label

The tender and all enclosed documents shall be carefully parcelled, sealed and have addressed as detailed and delivered to:

Tender for:

Transport Advisor Framework

**SEStran Secretary
SEStran
First Floor
Hopetoun Gate
8b McDonald Road
EDINBURGH
EH7 4LZ**

To arrive NO later than 12:00 noon on 12 May 2008

No marking or means of identification shall be on the outside of the parcel.

Tenders received after 12:00 noon on 12 May 2008, or tenders which are not complete or have not been submitted in all respect in accordance with these instructions, will NOT be considered.

Consultant's name: **Document A**



FRAMEWORK AGREEMENT

for

Transport Advisor Framework

- TENDER INSTRUCTIONS**
- GENERAL INFORMATION**
- STATEMENT OF CONDITIONS OF CONTRACT**
- CONTRACT DATA**
- FRAMEWORK INFORMATION**
- SELECTION PROCEDURE**
- QUOTATION PROCEDURE**
- TENDER QUESTIONNAIRES**
- SPECIFICATION OF CONSULTANCY SERVICE**
- PRICING SCHEDULE**
- CONSULTANCY TENDER**

**SEStran
First Floor
Hopetoun Gate
8b McDonald Road
EDINBURGH
EH7 4LZ**

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Tender Instructions

1. This document (Document A) together with the Pre-Tender Information Form (Document B) must be completed and submitted by post or by hand, **using the Tender Return Label included on page 2** above, to
SEStran Secretary
SEStran
First Floor
Hopetoun Gate
8b McDonald Road
EDINBURGH EH7 4LZ
2. You should provide two copies of your submission, and an electronic version in CD format.
3. Prospective tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tenders are accepted
4. The following documents are referred to but not issued to Tenderers :-
The NEC3 Framework Contract (ISBN 0 7277 3379 6)
The NEC3 Professional Services Contract (ISBN 0 7277 3370 2)
Both documents published by Thomas Telford Ltd (a wholly owned subsidiary of the Institution of Civil Engineers (ICE) 2005
5. Should any prospective tenderers be in doubt as to the interpretation of any part of the contract documents, the Partnership shall endeavour to answer enquiries received in writing at least 10 working days before the Tender Return Date of 12 May 2008.
6. Tender submissions should include all relevant certificates and schedules attached to this document, all completed and duly signed where necessary.
7. It is the responsibility of prospective tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their tenders.
8. All information supplied by the Partnership in connection with this invitation to tender shall be treated as confidential by prospective tenderers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the tender.
9. The attached documents are, and shall remain the property of the Partnership and shall be returned with the tender and, if no tender is submitted, upon demand.
10. Tender prices are exclusive of VAT. Although Value Added Tax will be paid at the current rate, prices quoted should exclude tax.
11. The Applicant is to complete all required insertions in the Contract Documents electronically or in black ball point ink or typescript. Any corrections required must be initialled and signed. The Applicant **MUST** complete Contract Data – Part Two (Data provided by the Consultant)
12. Where prices are required in the Contract Documents each item must be individually completed.

13. Clauses within the Tender Specification (Brief) describe the consultancy service required. All information within the Specification clauses shall be deemed to have been taken into consideration in pricing the Contract Documents.
14. Unless otherwise stated, all documents requiring a signature must be signed by a Director and/or the Secretary of the company, or such person being duly authorised for that purpose.
15. The Partnership is not bound to accept the lowest or any tender submitted.
16. The tender will be evaluated by the Partnership with an overall emphasis to Best Value for the Partnership using the evaluation criteria and their respective weightings as set out in page 8 below (Tender Evaluation and Award of Contract).
17. Tenders must remain open for acceptance for a period of 6 months from the return date.
18. The Conditions of Contract that will apply to this Contract are described in page 9 of this document.



General Information

Tender Timetable

Please note: Return of Tender Documents received by SEStran after Noon on 12 May 2008 will not be considered

| | |
|--|--|
| Issue of Tender Documents | 4 April 2008 |
| Latest date for requesting clarification on Tender Documents | 5 Working days before 12 May 2008 |
| Return of Tender Documents | Noon, 12 May 2008 |
| Evaluation of Tender Documents | Week following return of Tender |
| Probable Interview date (if deemed relevant) | 30 May 2008 |
| Anticipated Contract Award | 30 June 2008 |
| Contract Commencement | 01 July 2008 |
| Contract Period | Four years from contract date of award |

Responsible Officer - Contact details

Ian Mathie
 Programme Manager
 SEStran
 First Floor
 Hopetoun Gate
 8b McDonald Road
 Edinburgh
 EH7 4LZ

Tel 0131 524 5160
 Fax 0131 524 5151

Mob 07889 010 288
 E-mail ian.mathie@sestran.gov.uk

Any questions relating to this document should in the first instance be addressed to the above contact but alternatively, the following persons could be contacted - at the same address as above:-

Trond Haugen
 Advisor to SEStran

OR

Lex Harrison
 Advisor to SEStran

Tel 0131 524 5155
 Mob 07707 23 03 05
 Fax 0131 524 5151

Tel 0131 524 5157
 Mob 07799288733
 Fax 0131 524 5151

E-mail trond.haugen@sestran.gov.uk

E-mail lex.harrison@sestran.gov.uk

Tender Evaluation and Award of Contract

The final decision to purchase will be on the most economically advantageous offer demonstrating Best Value to SEStran.

The fee bid tender will be evaluated in conjunction with the Pre-Interview Information Form and Interview (Quality Score). The assessment scoring process will be weighted on price and on quality submission as follows

Price 30%

Quality 70% (of which 70% pre-interview/ 30%interview)

The pre-interview information shall be assessed and "scored" independently by the members of the selection panel and the average score calculated. Failure to meet a specific essential criterion may preclude an otherwise high-scoring applicant from further consideration. Where the pre-interview information requested has a specific size limitation and where the applicant's response exceeds that limit then additional information above that limit will be ignored by the selection panel in their assessment (scoring).

All organisations submitting Pre-Interview Documents and Fee Bid will be invited to attend for interview at the SEStran offices. The interview will be scored independently by the members of the selection panel.

The criteria to be used to assess quality will include

- Evidence of recent relevant experience
- Staff Resources & Skills available for the Commission
- Knowledge Base Resources and Skills available for the Commission
- Approach to Managing Services in the Commission

The tenderer submitting the highest combined weighted score for price and quality will be recommended for acceptance. Unsuccessful tenderers shall be advised of the relative scores achieved by others.

The pre-qualification questionnaire previously returned by the prospective tenderers will not be used in this stage of the evaluation process except to resolve a potential "tie break" situation where more than one applicant has the same score.

Payment of Accounts

Payments shall be made in accordance with the Conditions of Contract as augmented in the Contract Data. Payment will normally be made within 30 days of receipt of an invoice (see "Optional statements" in Part One Contract Data).

Freedom of Information

The Freedom of Information (Scotland) Act 2002, which came into force on 1 January 2005, designates SEStran as a Scottish public Partnership and therefore subject to the provisions and obligations in that Act. This means that from 1 January 2005, any person who makes a valid request for recorded information held by SEStran will be entitled to receive it, unless all or part of that information can be withheld as a result of the exemptions in that Act.

As part of our responsibility under the Act, SEStran may be required to disclose any information held relating to your response to anyone who makes a request under that Act. Such information may only be withheld if it meets one or more of the exemptions or conditions in that Act. Information held cannot simply be classified as "confidential" or "commercial in confidence" to enable it to be protected from disclosure.

Information may also be requested under the Data Protection Act 1998 and The Environmental Information (Scotland) Regulations 2004 which came into effect on 1st January 2005.

Clause Z17 of the Part One Contract Data for Time Charge Orders and Package Orders applies.

Statement Of Conditions Of Contract

The Consultancy Services shall be provided in accordance with and regulated by The NEC3 Framework Contract (ISBN 0 7277 3379 6). in conjunction with The NEC3 Professional Services Contract (ISBN 0 7277 3370 2) both published by Thomas Telford Publishing (a wholly owned subsidiary of the Institution of Civil Engineers (ICE) 2005 and both of which are subject to the amplifications and modifications as detailed hereafter and all of which are held to be incorporated in and to form part of this contract.

All the Core Clauses of the NEC3 Framework Contract apply. Under the Framework Contract Individual Work Packages may be instructed by the Employer. These Work Packages may be instructed as either Time Charge Orders or Package Orders. The particular Clauses in the NEC Professional Services Contract that will apply to **all** individual Package Orders are described in the Contract Data for the Framework Contract. Certain elements of the Contract Data can only apply to individual work packages and are identified as such in the Contract Data. These elements will be completed when the Employers makes Time Charge Orders or Package Orders as described in the Framework Information.

For the avoidance of doubt the following Main Option Clauses are not applicable (within the Professional Services Contract as included in the Contract Data) :-

- o Option C Target contract
- o Option G Term, contract.

Package Orders only

- o Option E Time contract

Time Charge Orders only

- o Option A Priced contract with activity schedule.

Also for the avoidance of doubt the following Secondary Option Clauses are not included (within the Professional Services Contract as included in the Contract Data):-

- o Option X3 Multiple currencies
- o Option X5 Sectional completion
- o Option X6 Bonus for early completion
- o Option X7 Delay damages
- o Option X8 Collateral warranty agreements
- o Option X10 Employers Agent
- o Option X12 Partnering
- o Option X13 Performance Bond
- o Option X18 Limitation of Liability
- o Option X20 Key Performance Indicators
- o Option Y(UK)2 The Housing Grants, Construction and Regeneration Act 1996

A number of additional clauses have been included within the Contract Data as it applies to Time Charge Orders and to Package Orders. These additional clauses are identified as “Z” Clauses and concern the following headings:

Z Clause No

- 1
- 2
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

- **Heading**
- Staff Vetting
- Project Evaluation and Feedback
- VAT
- Extension of Contract
- Regular Assessment
- SEStran Standing Orders
- Key Personnel
- SEStran Staff
- Access to Premises
- Record Keeping
- Data Protection Act
- Freedom of Information
- Rights and Confidentiality under Termination
- Recovery of Sums Due
- Notices
- Waiver
- Other Jurisdictions
- SEStran’s Statutory Functions
- Collusion of Corrupt Gifts or Payments
- Discriminatory Practices
- Termination

Contract Data

Part one – Data provided by the Employer

The Data which will apply to all work under the Framework Contract is

- The conditions of this contract are the clauses of the NEC3 Framework Contract (June 2005).
- The Employer is
SEStran
First Floor
Hopetoun Gate
8b McDonald Road
EDINBURGH EH7 4LZ

.....
.....

- The Framework Information is in Document A (The Invitation to Tender).

.....
.....

- The scope is in Document A (The Invitation to Tender).

.....
.....

- The selection procedure is in Document A (The Invitation to Tender).

.....
.....

- The quotation procedure is in Document A (The Invitation to Tender).

.....
.....

- The end date is July 2012...(extendable by negotiation see Clause Z9)

**The Data which will apply to all Time Charge Orders is
Time Charge Orders Part one – Data provided by the Employer**

**Statements given in all
contracts**

- 1 General • The *conditions of contract* are the core clauses and the clauses for main Option **E** , dispute resolution Option **W1**..... and secondary Options **X1, X2, X4, X9, X11,** of the NEC3 Professional Services Contract June 2005 (with amendments June 2006).

- The *Employer* is

**SEStran
First Floor
Hopetoun Gate
8b McDonald Road
EDINBURGH EH7 4LZ**

- The Adjudicator, **if the Parties cannot agree a choice, is an individual to be nominated as the Adjudicator by the President, for the time being, of the Law Society of Scotland**
- The services are **to provide Transport Services Advisor consultancy services as described in individual package orders**

.....

- The *Scope* is in.
- The *language of this contract* is English.....
- The *law of the contract* is the Law of Scotland.....
- The *period for reply* is Three... weeks.
- The *period for retention* is Seven years following Completion or earlier termination.
- The *Adjudicator nominating body* is the Law Society of Scotland.
- The *tribunal* is Litigation by way of an Ordinary Action raised under the Sheriff Courts (Scotland) Act 1907 at the Sheriff Court of the Lothian and Borders at Edinburgh, which court shall have sole jurisdiction
- **The following matters will be included in the Risk Register**

.....
.....
.....
.....

| | | |
|---|---|------------------------|
| death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | £5million in respect of each claim, without limit to the number of claims | 1 year |
|---|---|------------------------|

- The *Employer* provides the following insurances

Insurance in respect of damage by Fire only to the Employers existing buildings

.....

- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

.....

**Optional statements
 THESE PROVIDED
 FOR EACH PACKAGE**

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within weeks of the Contract Date.

**Optional statements
 THESE PROVIDED
 FOR EACH PACKAGE
 unless stated
 otherwise**

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

| <i>condition</i> to be met | <i>key date</i> |
|----------------------------|-----------------|
| 1..... | |
| 2..... | |
| 3..... | |

Applies to all packages

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is **thirty days**

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are

| item | amount |
|-------|--------|
| | |
| | |
| | |

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances

..... **1. Insurance against**

.....

..... **Cover is**

.....

..... **Period of cover**

.....

..... **Deductibles are**

.....

..... **2. Insurance against**

.....

..... **Cover is**

.....

..... **Period of cover**

.....

..... **Deductibles are**

.....

If the *tribunal* is arbitration

- The *arbitration procedure* is

.....

.....

- The place where arbitration is to be held is

.....

.....

- The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator is

.....

.....

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- The main contract Adjudicator is

If Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than **Four** weeks.

If Option C, E or G is used

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **Four** weeks.
- The *exchange rates* are those published in
on (date).

If Option C is used

- The *Consultant's share percentages* and the *share ranges* are

| <i>share range</i> | <i>Consultant's share percentage</i> |
|-------------------------|--------------------------------------|
| less than % | % |
| from % to % | % |
| from % to % | % |
| greater than..... % | % |

If Option X1 is used

- The *index* is the **Retail Price Index**

If Option X2 is used

- The *law of the project* is **The Law of Scotland**

.....

.....

If Option X3 is used

- The *Employer* will pay for the items or activities listed below in the currencies stated

| <i>items and activities</i> | <i>other currency</i> | <i>total maximum payment in the currency</i> |
|-----------------------------|-----------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |

- The *exchange rates* are those published in **on** **(date)**.

If Option X5 is used

- The *completion date* for each *section* of the *services* is

| <i>section</i> | <i>description</i> | <i>completion date</i> |
|----------------|--------------------|------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

If Options X5 and X6 are used together

- The bonus for each *section* of the *services* are

| <i>section</i> | <i>description</i> | <i>amount per day</i> |
|--|--------------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| Remainder of the <i>services</i> | | |

If Options X5 and X7 are used together

- Delay damages for each *section* of the *services* are

| <i>section</i> | <i>description</i> | <i>amount per day</i> |
|--|--------------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| Remainder of the <i>services</i> | | |

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *services* is per day.

If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)

- Delay damages for Completion of the whole of the *services* are per day.

If Option X8 is used

- The *collateral warranty agreements* are agreement reference

third party

| | |
|-------|-------|
| | |
| | |
| | |
| | |

If Option X10 is used

- The *Employer's Agent* is

Name

Address

.....

.....

The authority of the *Employer's Agent* is

.....

If Option X12 is used

- The *Client* is

..... **Name**

.....

..... **Address**

.....

.....

.....

- The *Client's objective* is

.....

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- The *Partnering Information* is in

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.....

If Option X13 is used

- The amount of the performance bond is

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to
- The *end of liability date* is years after Completion of the whole of the *services*.

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in
- A report of performance against each Key Performance Indicator is provided at intervals of months.

If Option Y(UK)3 is used

- term person or organisation

If Option Z is used

The additional conditions of contract are given in Clauses Z1 to ZXX below.

Note that clauses Z12 onwards are taken from the SEStran Standard Conditions of Contract for Non-Works Consultancies and include appropriate references to those clauses

Z1 Staff Vetting: The Consultant shall carry out a thorough vetting of all staff that may come into contact with young or vulnerable people during the course of this contract. The vetting process should be designed to ensure that staff are suitable in all respects to have unrestricted and unsupervised contact with young or vulnerable people. A list of such staff and details of such vetting shall be recorded and made available for examination by the Employer together with such particulars as the Client may require. The Client will respect the confidentiality of all such information provided.

Notwithstanding the requirement for the Consultant to vet staff, the Employer reserves the right to carry out an independent review of the Consultant's staff which may include full lifetime Scottish Criminal Record Office (SCRO) checks and exclude personnel where this is considered appropriate. The Employer shall not be required to give reasons for such exclusion.

Z2 Project Evaluation and Feedback: The Employer requires the Consultant to evaluate their team's performance on a continuing basis and to prepare and submit regular written reports on individual tasks and department's work programmes to the Employer. Further details of the Employers requirements are given in the Scope under Service Protocols

- Z8 **VAT:** For the avoidance of doubt, value added tax or sales tax properly payable is added to invoices calculated in accordance with the Pricing Schedule.
- Z9 **Extension of Contract:** The Contract may be extended by mutual agreement between the Employer and the Consultant so that “the completion date for the whole of the services” becomes **July 2013**.
- Z10 **Regular assessment:** The Employer shall retain the right to assess the performance of the Consultant regularly, but not more than four times per annum, and where the Employer considers such performance is inadequate or where the Employer considers that this contract is not providing anticipated benefits, terminate this contract without payment for loss of profit or abortive costs. The Employer will give the Consultant appropriate feedback on the Consultants performance and will only invoke this clause to terminate this contract if the Consultant fails to significantly improve performance.
- Z11 **SEStran Standing Orders:** In undertaking any work under this contract, the Consultant must comply with the provisions of the Employer’s most recent Standing Orders
- Z12 **Key Personnel**
 SSC ref 4.3 The Consultant shall make available for the purposes of the Project any individuals named in the Contract as key personnel. The Consultant shall provide the Client with a list of the names and addresses of all others regarded by the Consultant as key personnel and, if and when instructed by the Client, all other persons who may at any time be concerned with the Project or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Client may at any time by notice to the Consultant designate any person concerned with the Project or any part of it as a key person. The Consultant shall not without the prior written approval of the Client make any changes in the key personnel referred to in this Condition.
- Z13 **SEStran Staff**
 SSC ref 4.4 Hiring of staff who are at the relevant time employed by the Client, or any attempt to induce any such employee of the Client to be engaged directly in work for the Consultant and/or any of its sub-contractors shall be deemed to be a default on the part of the Consultant and shall entitle the Client to terminate the Contract under Option X11 of these conditions.
- Z14 **Access to Premises**
 SSC ref 4.5 The Consultant shall take the steps reasonably required by the Client, to prevent unauthorised persons being admitted to the Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, the Consultant shall take all reasonable steps to comply with such notice and if required by the Client the Consultant shall replace any person removed under this Condition with another suitably qualified person as soon as practicable and procure that any security pass issued to the person removed is surrendered. The decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project or as to the designation or approval of key personnel and as to whether the Consultant has furnished the information or taken the steps required of him by this Condition shall be final and conclusive. The giving of such notice by the Client to the Consultant shall not entitle the Consultant to delay, suspend, terminate or withhold the performance of any of its obligations in terms of the Contract and it shall remain bound to timeously implement its obligations in full, whether or not it complies with the terms of the said notice or otherwise.
- Z15 **Record Keeping**

SSC ref 6.1 The Consultant shall keep and maintain until 2 years after the Contract has been completed accurate records relating to the provision of the Contract in such form as the Client may from time to time specify of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Consultant or in connection with any employees of the Consultant paid for by the Client on a time charge basis. The Consultant shall on request afford the Client or his representatives such access to those records as may be required by the Client in connection with the Contract.

Z16 Data Protection Act

SSC ref 7.5.2 The Consultant shall comply with the security measures required by the seventh data protection principle in part 1 of schedule 1 to the Data Protection Act 1998 (as interpreted by Condition 9 of part 2 of that schedule).

SSC ref 7.5.3 The Consultant shall, upon request, demonstrate to the reasonable satisfaction of the Client the security and related organisational measures operated by the Consultant and as applied to the contract.

SSC ref 7.5.4 The Consultant shall ensure the written agreement of any sub-contractor to observe the same obligations to the Client as outlined above.

SSC ref 7.6 The Consultant shall, from time to time as the Client may require, report in confidence on the measures which it has introduced and operates in order to achieve compliance with the requirements of this Condition and the provisions of the Data Protection Act and subsequent revisions.

Z17 Freedom of Information

SSC ref 7.7 In accordance with the Freedom of Information (Scotland) Act (FOI) 2002, the Client will presume the information submitted by the Consultant to the Client is not commercially sensitive unless specifically drawn to the Client's attention. The Client must act in accordance with FOI requirements but in deciding whether to release any information in response to a request for information shall where practicable take into account any opinion of the Consultant as regards commercial confidentiality and, in particular, any reasons given to support such exemption.

Z 18 Rights and Confidentiality under Termination

SSC ref 10.4 Termination of this Contract shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client or the Consultant and shall not affect the continued operation of continuing obligations hereunder (including, without prejudice to that generality, those set out in Clause 7 and Clauses Z 15 and Z16 of these conditions

Z19 Recovery of Sums Due

Wherever under this Contract any sum of money is recoverable from or payable by the Consultant, that sum may be deducted from any sum then due or which at any later time may become due, to the Consultant under this Contract or under any other agreement or contract with the Client or with any department or agency of the Client.

Z 20 Notices

SSC 12.1 Notwithstanding the conditions under Clause 13 of the NEC Professional Services Contract the Notices served on the Consultant must be sent by recorded delivery or registered post to the Consultant's registered office or principal office. Notices served on the Client must be sent by recorded delivery or registered post to the Partnership Director, SESTRAN, 8b McDonald Road, Edinburgh 4LZ, with a copy to the SESTRAN legal adviser, per the Head of Law and Administration, Fife Council, Fife House, North Street, Glenrothes, Fife, KY7 5LT. Receipt of such Notice shall be deemed to have occurred within two working days following the date of posting.

Z 21 Waiver

SSC 16.1 Failure by either party at any time to insist upon strict performance of any term, condition or provision of the Contract, or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and

shall not cause a diminution of the obligations established by the Contract. A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the terms, conditions or provisions of the Contract shall be effective unless it is agreed in writing.

Z 22 Other Jurisdictions

SSC 17.1 The specification of the law of this contract under Clause 12 of the NEC Professional Services Contract and defined in the Contract Data shall not limit the right of the Employer to take proceedings against the Consultant in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

Z 23 SEStran's Statutory Functions

SSC 17.2 Nothing in this Contract shall prejudice, fetter or otherwise affect the discharge of the Client's statutory functions as a regional transport partnership.

Z 24 Collusion or Corrupt Gifts or Payments

The Consultant shall not offer or give or agree to give, to any member, employee or representative of the Client any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract. The attention of the Consultant is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

The Client will be entitled to cancel the Contract and to recover from the Consultant the amount of any loss resulting from such cancellation if the Consultant or their representative (whether with or without the knowledge of the Consultant) shall have practised collusion in tendering for the Contract or any other contract with the Client or shall have employed any corrupt or illegal practices either in the obtaining or execution of the Contract or any other contract with the Client.

Z 25 Discriminatory Practices

The Consultant certifies that he has not, and throughout the performance of the Contract shall not, unlawfully discriminate within the meaning and scope of the provisions of the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976 and/or the Disability Discrimination Act 2005 or any statutory modification or re-enactment thereof relating to discrimination in employment.

The Consultant shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Consultant and all sub-contractors employed in the execution of the Contract.

Z26 Termination

Termination of this Contract under Clause 9 shall not prejudice or affect any right of action or remedy which shall have accrued or may accrue to the Employer or the Consultant.

The Data which will apply to all Package Orders is

(

Package Orders Part one – Data provided by the Employer

Statements given in all contracts

- 1 General • The *conditions of contract* are the core clauses and the clauses for main Option ...A..., dispute resolution Option W1..... and secondary Options X1, X2, X4, X9, X11, of the NEC3 Professional Services Contract June 2005 (with amendments June 2006).

- The *Employer* is

SEStran

First Floor
 Hopetoun Gate
 8b McDonald Road
 EDINBURGH EH7 4LZ

- The *Adjudicator* is
- , if the Parties cannot agree a choice, is an individual to be nominated as the Adjudicator by the President, for the time being, of the Law Society of Scotland
- The *services* are to provide Transport Services Advisor consultancy services as described in individual work package orders
- The Scope is in the Contract Data for individual work package orders
- The *language of this contract* is English.....
- The *law of the contract* is the Law of Scotland.....
- The *period for reply* is three... weeks.
- The *period for retention* is Seven years following Completion or earlier termination.
- The *Adjudicator nominating body* is the Law Society of Scotland.
- The *tribunal* is Litigation by way of an Ordinary Action raised under the Sheriff Courts (Scotland) Act 1907 at the Sheriff Court of the Lothian and Borders at Edinburgh, which court shall have sole jurisdiction
- The following matters will be included in the Risk Register

.....

.....

.....

.....

- 2 The Parties' main responsibilities
- The *Employer* provides access to the following persons, places and things
 access to *access date*

- 3 Time
- The *starting date* is notified for each individual work package
 - The *Consultant* submits revised programmes at intervals no longer than **four** weeks
- 4 Quality
- The quality policy statement and quality plan are provided within **four** weeks of the Contract Date.
 - The *defects date* is **Fifty Two** weeks after Completion of the whole of the *services*.
- 5 Payment
- The *assessment interval* is **One Month**
 - The *currency of this contract* is **Pounds Sterling**
 - The *interest rate* is **2%** per annum above the **Base Lending rate of the Bank of England**.
- 8 Indemnity, insurance and liability
- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

| event | cover | period following Completion of the whole of the <i>services</i> or earlier termination |
|--|--|--|
| failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i> | £5 million in respect of each claim, without limit to the number of claims in respect of each claim, without limit to the number of claims | 10 years |
| death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | £5 million in respect of each claim, without limit to the number of claims in respect of each claim, without limit to the number of claims | 1 year |

| | | |
|---|--|--------------|
| death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | £5 million in respect of each claim, without limit to the number of claims in respect of each claim, without limit to the number of claims | |
|---|--|--------------|

- The *Employer* provides the following insurances
 Insurance in respect of damage by Fire only to the *Employers* existing buildings

- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

.....

**Optional statements
 THESE PROVIDED
 FOR EACH PACKAGE
 unless stated
 otherwise**

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within weeks of the Contract Date.

**Optional statements
 THESE PROVIDED
 FOR EACH PACKAGE
 unless stated
 otherwise**

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

| <i>condition to be met</i> | <i>key date</i> |
|----------------------------|-----------------|
| 1..... | |
| 2..... | |
| 3..... | |

Applies to all packages

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is **thirty days**

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are

| item | amount |
|-------|--------|
| | |
| | |
| | |

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances

..... **1. Insurance against**

.....
 **Cover is**

 **Period of cover**

 **Deductibles are**

 **2. Insurance against**

 **Cover is**

 **Period of cover**

 **Deductibles are**

If the *tribunal* is arbitration

- The *arbitration procedure* is

- The place where arbitration is to be held is

- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- The main contract Adjudicator is

If Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than **Four** weeks.

If Option C, E or G is used

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **Four** weeks.
- The *exchange rates* are those published in on (date).

If Option C is used

- The *Consultant's share percentages* and the *share ranges* are
share range *Consultant's share percentage*

less than % %
 from % to % %
 from % to % %
 greater than..... % %

If Option X1 is used

- The *index* is the **Retail Price Index**

If Option X2 is used

- The *law of the project* is **The Law of Scotland**

If Option X3 is used

- The *Employer* will pay for the items or activities listed below in the currencies stated

| items and activities | other currency | total maximum payment in the currency |
|----------------------|----------------|---------------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |

- The *exchange rates* are those published in
 **on**
 **(date)**.

If Option X5 is used

- The *completion date* for each *section* of the *services* is

| section | description | completion date |
|---------|-------------|-----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

If Options X5 and X6 are used together

- The bonus for each *section* of the *services* are

| section | description | amount per day |
|--|-------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| Remainder of the <i>services</i> | | |

If Options X5 and X7 are used together

- Delay damages for each *section* of the *services* are

| section | description | amount per day |
|---------|-------------|----------------|
| 1 | | |
| 2 | | |

3
4
5
Remainder of the *services*

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *services* is per day.

If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)

- Delay damages for Completion of the whole of the *services* are per day.

If Option X8 is used

- The *collateral warranty agreements* are agreement reference

third party

| | |
|-------|-------|
| | |
| | |
| | |
| | |

If Option X10 is used

- The *Employer's Agent* is

Name

Address

.....
.....

The authority of the *Employer's Agent* is

.....

If Option X12 is used

- The *Client* is

..... **Name**

.....

..... **Address**

.....

.....

- The *Client's objective* is

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

- The Partnering Information is in

.....

.....

.....

.....

.....

.....

.....

.....

.....

If Option X13 is used

- The amount of the performance bond is

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to
- The *end of liability date* is years after Completion of the whole of the *services*.

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in
- A report of performance against each Key Performance Indicator is provided at intervals of months.

If Option Y(UK)3 is used

- term person or organisation

If Option Z is used

The additional conditions of contract are given in Clauses Z12 to ZXX below

Note that clauses Z12 onwards are taken from the SEStran Standard Conditions of Contract for Non-Works Consultancies and include appropriate references to those clauses

Z1 Staff Vetting: The Consultant shall carry out a thorough vetting of all staff that may come into contact with young or vulnerable people during the course of this contract. The vetting process should be designed to ensure that staff are suitable in all respects to have unrestricted and unsupervised contact with young or vulnerable people. A list of such staff and details of such vetting shall be recorded and made available for examination by the Employer together with such particulars as the Client may require. The Client will respect the confidentiality of all such information provided.

Notwithstanding the requirement for the Consultant to vet staff, the Employer reserves the right to carry out an independent review of the Consultant's staff which may include full lifetime Scottish Criminal Record Office (SCRO) checks and exclude personnel where this is considered appropriate. The Employer shall not be required to give reasons for such exclusion.

Z2 Project Evaluation and Feedback: The Employer requires the Consultant to evaluate their team's performance on a continuing basis and to prepare and submit regular written reports on individual tasks and department's work programmes to the Employer. Further details of the Employers requirements are given in the Scope under Service Protocols.

Z8 VAT: For the avoidance of doubt, value added tax or sales tax properly payable is added to invoices calculated in accordance with the Pricing Schedule.

- Z9 Extension of Contract: The Contract may be extended by mutual agreement between the Employer and the Consultant so that “the completion date for the whole of the services” becomes **July 2013**.
- Z10 Regular assessment: The Employer shall retain the right to assess the performance of the Consultant regularly, but not more than four times per annum, and where the Employer considers such performance is inadequate or where the Employer considers that this contract is not providing anticipated benefits, terminate this contract without payment for loss of profit or abortive costs. The Employer will give the Consultant appropriate feedback on the Consultants performance and will only invoke this clause to terminate this contract if the Consultant fails to significantly improve performance.
- Z11 Standing Orders: In undertaking any work under this contract, the Consultant must comply with the provisions of the Employer’s most recent Standing Orders
- Z12 **Key Personnel**
 SSC ref 4.3 The Consultant shall make available for the purposes of the Project any individuals named in the Contract as key personnel. The Consultant shall provide the Client with a list of the names and addresses of all others regarded by the Consultant as key personnel and, if and when instructed by the Client, all other persons who may at any time be concerned with the Project or/ or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Client may at any time by notice to the Consultant designate any person concerned with the Project or any part of it as a key person. The Consultant shall not without the prior written approval of the Client make any changes in the key personnel referred to in this Condition.
- Z13 **SEStran Staff**
 SSC ref 4.4 Hiring of staff who are at the relevant time employed by the Client, or any attempt to induce any such employee of the Client to be engaged directly in work for the Consultant and/or any of its sub-contractors shall be deemed to be a default on the part of the Consultant and shall entitle the Client to terminate the Contract under Option X11 of these conditions
- Z14 **Access to Premises**
 SSC ref 4.5 The Consultant shall take the steps reasonably required by the Client, to prevent unauthorised persons being admitted to the Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, the Consultant shall take all reasonable steps to comply with such notice and if required by the Client the Consultant shall replace any person removed under this Condition with another suitably qualified person as soon as practicable and procure that any security pass issued to the person removed is surrendered. The decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project or as to the designation or approval of key personnel and as to whether the Consultant has furnished the information or taken the steps required of him by this Condition shall be final and conclusive. The giving of such notice by the Client to the Consultant shall not entitle the Consultant to delay, suspend, terminate or withhold the performance of any of its obligations in terms of the Contract and it shall remain bound to timeously implement its obligations in full, whether or not it complies with the terms of the said notice or otherwise.
- Z15 **Record Keeping**
 SSC ref 6.1 The Consultant shall keep and maintain until 2 years after the Contract has been completed accurate records relating to the provision of the

Contract in such form as the Client may from time to time specify of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Consultant or in connection with any employees of the Consultant paid for by the Client on a time charge basis. The Consultant shall on request afford the Client or his representatives such access to those records as may be required by the Client in connection with the Contract.

Z16 Data Protection Act

SSC ref 7.5.2 The Consultant shall comply with the security measures required by the seventh data protection principle in part 1 of schedule 1 to the Data Protection Act 1998 (as interpreted by Condition 9 of part 2 of that schedule).

SSC ref 7.5.3 The Consultant shall, upon request, demonstrate to the reasonable satisfaction of the Client the security and related organisational measures operated by the Consultant and as applied to the contract.

SSC ref 7.5.4 The Consultant shall ensure the written agreement of any sub-contractor to observe the same obligations to the Client as outlined above.

SSC ref 7.6 The Consultant shall, from time to time as the Client may require, report in confidence on the measures which it has introduced and operates in order to achieve compliance with the requirements of this Condition and the provisions of the Data Protection Act and subsequent revisions.

Z17 Freedom of Information

SSC ref 7.7 In accordance with the Freedom of Information (Scotland) Act (FOI) 2002, the Client will presume the information submitted by the Consultant to the Client is not commercially sensitive unless specifically drawn to the Client's attention. The Client must act in accordance with FOI requirements but in deciding whether to release any information in response to a request for information shall where practicable take into account any opinion of the Consultant as regards commercial confidentiality and, in particular, any reasons given to support such exemption.

Z 18 Rights and Confidentiality under Termination

SSC ref 10.4 Termination of this Contract shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client or the Consultant and shall not affect the continued operation of continuing obligations hereunder (including, without prejudice to that generality, those set out in Clause 7 and Clauses Z 15 and Z16 of these conditions

Z19 Recovery of Sums Due

Wherever under this Contract any sum of money is recoverable from or payable by the Consultant, that sum may be deducted from any sum then due or which at any later time may become due, to the Consultant under this Contract or under any other agreement or contract with the Client or with any department or agency of the Client.

Z 20 Notices

SSC 12.1 Notwithstanding the conditions under Clause 13 of the NEC Professional Services Contract the Notices served on the Consultant must be sent by recorded delivery or registered post to the Consultant's registered office or principal office. Notices served on the Client must be sent by recorded delivery or registered post to the Partnership Director, SESTRAN, 8b McDonald Road, Edinburgh 4LZ, with a copy to the SESTRAN legal adviser, per the Head of Law and Administration, Fife Council, Fife House, North Street, Glenrothes, Fife, KY7 5LT. Receipt of such Notice shall be deemed to have occurred within two working days following the date of posting.

Z 21 Waiver

SSC 16.1 Failure by either party at any time to insist upon strict performance of any term, condition or provision of the Contract, or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by the Contract. A waiver of any

default shall not constitute a waiver of any subsequent default. No waiver of any of the terms, conditions or provisions of the Contract shall be effective unless it is agreed in writing.

Z 22 Other Jurisdictions

SSC 17.1 The specification of the law of this contract under Clause 12 of the NEC Professional Services Contract and defined in the Contract Data shall not limit the right of the Employer to take proceedings against the Consultant in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

Z 23 SEStran's Statutory Functions

SSC 17.2 Nothing in this Contract shall prejudice, fetter or otherwise affect the discharge of the Client's statutory functions as a regional transport partnership.

Z 24 Collusion or Corrupt Gifts or Payments

The Consultant shall not offer or give or agree to give, to any member, employee or representative of the Client any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract. The attention of the Consultant is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

The Client will be entitled to cancel the Contract and to recover from the Consultant the amount of any loss resulting from such cancellation if the Consultant or their representative (whether with or without the knowledge of the Consultant) shall have practised collusion in tendering for the Contract or any other contract with the Client or shall have employed any corrupt or illegal practices either in the obtaining or execution of the Contract or any other contract with the Client.

Z 25 Discriminatory Practices

The Consultant certifies that he has not, and throughout the performance of the Contract shall not, unlawfully discriminate within the meaning and scope of the provisions of the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976 and/or the Disability Discrimination Act 2005 or any statutory modification or re-enactment thereof relating to discrimination in employment. The Consultant shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Consultant and all sub-contractors employed in the execution of the Contract.

Z26 Termination

Termination of this Contract under Clause 9 shall not prejudice or affect any right of action or remedy which shall have accrued or may accrue to the Employer or the Consultant.

Part two – Data provided by the Supplier
The Data which will apply to all work under the Framework Contract is

- The Supplier is
 - **Name**
 -
 - **Address**
 -
 -
 -
- The quotation information is in
- *The key persons are (use additional sheets as necessary)*
 -**(1) Name**
 -
 - **Job**
 -
 - **Responsibilities**
 -
 - **Qualifications**
 -
 - **Experience**
 -

The *staff rates* are given in the Pricing Schedule

For the purposes of comparative tender evaluation tenderers are required to complete the following illustrative schedule of hourly rates for staff resource categories. Tenders will be assessed by applying the rates in this illustrative schedule to a notional amount of chargeable hours of work in each category based on the experience of the City Development Department’s experience with its current term support contract. Tenderers should note that they are also required to complete (in the Pricing Schedule) a schedule of hourly rates for named staff resources. The hourly charge rates for any named resource category in the Pricing Schedule should fall within the bounds given in the illustrative schedule below

Illustrative Hourly Rates Schedule

| Staff Resource Category | Minimum Charge Rate | Maximum Charge Rate |
|----------------------------------|---------------------|---------------------|
| | £/Hour | £/Hour |
| Director Partner | | |
| Associate or Divisional Director | | |
| Team Leader | | |
| Chartered Professional | | |
| Graduate Professional | | |
| Senior Technician | | |
| Technician | | |

**The Data which will apply to all Time Charge Orders is
Time Charge Orders Part two – Data provided by the Consultant**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract. . Additional sheets may be used if required to provide information for all the key persons allocated to the Work Package

Statements given in all time charge orders

- The *Consultant* is
..... **Name**
.....
..... **Address**
.....
.....
.....
.....
.....

- The following matters will be included in the Risk Register
.....
.....
.....
.....
.....
.....
.....
.....

Optional statements If the *Consultant* is to decide the *completion date* for the whole of the services

- The *completion date* for the whole of the services will be given in the Work Package Contract Data.

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data will be given in the Work Package Contract Data

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* will be given in the Individual Work Package Contract Data

If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things
access to *access date*
.....
.....

If Option A or C is used

- The *activity schedule* will be provided for individual Work Packages
- The tendered total of the Prices will be given for individual Work Packages

If Option G is used

- The *task schedule* will be given for individual Work Packages

The Data which will apply to all Package Orders is Package Orders Part two – Data provided by the Consultant

Completion of the data in full, according to the Options chosen, is essential to create a complete contract. Additional sheets may be used if required to provide information for all the key persons allocated to the Work Package.

Statements given in all contracts

- The *Consultant* is
..... **Name**
.....
.....
..... **Address**
.....
.....
.....
.....
.....

- The *staff rates* are given in the Pricing Schedule
- The following matters will be included in the Risk Register
.....
.....
.....
.....
.....
.....
.....
.....

Optional statements **If the *Consultant* is to decide the *completion date* for the whole of the *services***

- The *completion date* for the whole of the *services* will be given in the Contract Data for the individual Work Packages

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data will be given in the Work Package Data

If the *Consultant* states any *expenses*

- The *expenses* stated by the *Consultant* will be given in the Individual Work Package Contract Data

If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things
access to *access date*
.....
.....

If Option A or C is used

- The *activity schedule* will be provided for individual Work Packages
- The tendered total of the Prices will be given for individual Work Packages

If Option G is used

- The *task schedule* is

Framework Information

This section of the Invitation to Tender explains how this Framework contract will be managed. Details of the services required from the operation of the Framework are given in the Tender Specification Study Brief.

SEStran will appoint a SEStran Framework Manager and individual SEStran Work Package Managers. Most work packages will also be overseen by a steering group representing SEStran, and relevant Local Authorities within the SEStran Partnership and other stakeholders where appropriate.

The Framework Manager will hold overall responsibility for the Framework Contract including:

- Establishing financial reporting procedures
- Establishing appropriate payment authorisation procedures
- Establishing performance quality tracking procedures
- Preparation of briefs for individual work packages
- Inviting Proposals for individual work packages from the appointed Supplier(s)
- Inviting Quotations for individual work packages
- Specifying appropriate clauses to be added to the Contract Data for Time Charge Orders and Package Orders
- Selecting the appropriate Supplier to carry out individual work packages (assuming that more than one Consultant has been appointed to carry out work under the Framework Contract)
- Financial monitoring of work carried out under the Framework Contract including, including preparing projections of expenditure
- Quality monitoring of work carried out under the Framework Contract
- Coordinating the activities of the Supplier(s) appointed to carry out work under the Framework Contract
- Management of the appointed Supplier(s) through a Time Charge Order, that will be the initial instruction issued by SEStran under the Framework Contract.

Work done by the Supplier(s) in preparing proposal and quotations will usually be charged to SEStran under this initial instruction as will attendance at Framework Coordination meetings.

A central element of the management of the Framework Contract will be the quality monitoring of work carried out under the Framework Contract. Feedback from this monitoring process will enable both the achievement of good management of individual Work Packages but also improved management across other Work Packages being carried out under the Framework Contract. The Employer may also use the monitoring in his assessment of the performance of the Consultant for the purposes of awarding further Work Packages among alternative consultants selected to carry out work in the Framework Contract. Attention is drawn to the details of Clause Z10.

Details of the obligations upon the appointed supplier are given in the Scope under the headings General Responsibilities and Service Protocols.

Selection Procedure

General

In view of the wide range of skills required within the work area of this framework commission, up to three consultants may be selected as preferred service providers for each of the framework contracts. This will enable SEStran to select the most suitable consultant for any particular work package based on their performance, resources and technical ability. . The procedures described below will be used to select the most suitable consultant for a particular work package where the work required cannot be sufficiently defined in advance to permit consultants to submit quotations. Where the work package has been sufficiently defined, the procedures set out in the Quotation Procedure of this document will be applied.

SEStran will invite proposals based on additional information supplied by SEStran including the Scope of the work required and appropriate and necessary information as Contract Data under the NEC3 Professional Services Contract. In all cases Consultants will be required to submit costed and programmed proposals, based on the charge rates given in the Pricing Schedule. These costed proposals will serve as budget estimates for work carried out under Time Charge Orders. SEStran reserves the right not to proceed with any individual work packages for budgetary or other reasons (see contract conditions Optional clause X11).

SEStran will endeavour to provide the Framework Consultants with details of its implementation plan and associated consultancy commission programme to enable the Consultants to carry out appropriate resource planning.

Firstly the procedures that shall apply where more than one Consultant has been chosen as service providers are presented below.

More than One Consultant

Normal procedure

It is envisaged that normally a single preferred Consultant will be invited to carry out particular packages of work within the scope of the Framework Contract. The favored consultancy will be selected on the basis of their tracked performance within the framework contract, the relevant experience of the consultancy and of appropriate key persons identified in the Contract Data. In addition the Consultant's recent experience on other projects, including clients other than SEStran may be taken into account, subject to appropriate information being provided by the Consultants themselves.

The Consultants performance under the Framework Contract will follow the procedures described in the Framework Information.

Following its in-house assessment of the consultants available within the Framework Contract SEStran will confirm the favored consultancy's availability to carry out the work package and the availability of the key persons.

Initiation of the work will follow the procedures set out in the Framework Information

Mini-proposals

When necessary, particularly where the scope of the work package implies an innovative or creative approach to the work, SEStran may approach more than one consultancy. In these circumstances SEStran will prepare an outline brief focusing on the broad objectives of the work package and highlighting those work areas that SEStran believes require innovative consideration. SEStran will then invite mini – proposals from those consultancies and evaluate the proposals solely on quality aspects. The final selection of the consultancy to carry out the work package will be based on a combined evaluation of the proposals and SEStran's assessment carried out on the same basis as described in the Normal Procedure section above. In the

event of a the mini-proposal procedure being adopted consultancies will be given feedback on the quality of their submissions

Single Framework Consultant

If only one consultant has been engaged under the Framework Contract SEStran and SEStran consider that the Framework Consultant has the skills and available and appropriate resources to carry out the work within the timescale required SEStran will invite the Framework Consultant to submit costed proposals for carrying out the work package.

The definition of the work to be carried out (the Scope), the programme and budget for the work will be finalised by SEStran following discussions between SEStran and the Framework Consultant. SEStran will then issue a Time Charge Order to initiate the work package. Appropriate documentation including any necessary Contract Data will be issued to the Consultant.

Quotation Procedure

Where SEStran has prepared a detailed specification of the work required in any work package (perhaps with the assistance of one or more Framework Consultants) SEStran will issue a request to one or more consultants to submit quotations to carry out the specified work. These quotations shall constitute a firm fixed priced sum for completing the work package and be submitted to SEStran strictly in accordance with the timetable required by SEStran.

Quotations shall be based on the rates given in the Pricing Schedule and shall include full details of the staff, staff grades, staff days and charge rates that have been applied to prepare the quotation.

Background Information and Business Probity

All tenderers must complete and include with their tender the following questionnaires on Background Information (Part A) on the Company and Business Probity (Part B).

Please note that we may require clarification of the answers provided or ask for additional information.

Should the response be found to be erroneous or in any other way incorrect, we reserve the right to remove the candidate from the tender list. In the case where the error or misrepresentation is not discovered until after the contract is awarded, we reserve the right to determine the contract and all costs incurred by us because of the determination shall be recoverable from the provider under the contract

In respect of tendering parties which includes consortia or sub-contractors, it is the lead organisation that completes the entire questionnaire and, in addition, arranges for each named organisation to complete Parts A and B and attach them to the completed questionnaire.

Part A - Background Information
(All Tenderers must complete this section)

| | | |
|---|--|--|
| 1 | Name of Organisation | |
| 2 | Address for all correspondence | |
| 3 | Contact Name | |
| 4 | Contact Position | |
| 5 | Telephone Number | |
| 6 | Fax Number | |
| 7 | E-mail address | |
| 8 | Website address (if applicable) | |
| 9 | Address of Registered Office (If applicable) | |
| 1 | Number of Employees | |
| 1 | Names of the Directors or Partners | |
| 1 | Please state if any Directors/Partners or Senior members of staff has a relative(s) who is a member/councillor of, or is employed by SEStran at a senior level | |

Part B - Business Probity

(All Tenderers must complete this section)

| | | |
|---|--|---|
| 1 | Please confirm whether any of the following criteria applies to your organisation: | |
| | Is the organisation bankrupt or being wound up, having its affairs administered by the court, or have you entered into an arrangement with creditors, suspended business activities, or any analogous situation arising from similar proceedings under national laws or regulations? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | Is the organisation the subject of proceedings for a declaration of bankruptcy, for compulsory winding-up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | Has any employee whom you would propose to use to deliver this service been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata? ¹ | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | Has any employee whom you would propose to use to deliver this service been guilty of misrepresentation in supplying or failing to supply the information that may be required in this Section? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | Has any employee whom you would propose to use to deliver this service been guilty of grave professional misconduct? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | Has the organisation failed to fulfil obligations relating to the payment of social security contributions in accordance with the legal provisions of the United Kingdom or the country in which it is established? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| | Has the organisation failed to fulfil obligations relating to the payment of taxes in accordance with the legal provisions of the United Kingdom or the country in which it is established? | YES <input type="checkbox"/> NO <input type="checkbox"/> |

Notes on Business Probity

Failure to disclose information relevant to this section may result in your exclusion from this and/or other competitions.

¹ A matter already settled in court



The Scope

Tender Specification - Study Brief

Background

SEStran (South East Scotland Transport Partnership) is the statutory transport partnership of the eight local authorities Clackmannanshire, East Lothian, City of Edinburgh, Falkirk, Fife, Midlothian, Scottish Borders and West Lothian. It is one of seven Statutory Regional Partnerships in Scotland established under the Transport (Scotland) Act 2005 and covers 10.5% of Scotland's land area and approximately 28% of Scotland's population. SEStran originally presented its Regional Transport Strategy (RTS) to the Scottish Executive in March 2007 and is currently awaiting the approval of a revised version of the RTS that was submitted in January 2008.. The Regional Transport Strategy contains proposals for the delivery of a wide range of Transport projects throughout the region. Further information can be found at www.sestran.org.uk.

The Delivery Plan which is presently under review accompanies the SEStran Regional Transport Strategy provides details of projects and estimated costs. However it should be noted that the volume and value of projects instructed under this contract are indicative only and the actual value and volume of work cannot be guaranteed.

No claim for loss of profit or indirect disruption costs or loss/ expense will be considered where the volume and value of the works instructed under this contract varies from those stated. The number, distribution and estimated costs of individual projects that may indicated elsewhere in this document are solely for the purpose of comparing competing bids during the selection process. No claim for loss of profit, direct or indirect disruption costs or loss/expense will be considered where the volume and value of the works instructed under this contract varies from those stated.

SEStran is seeking to commission consultants to provide multi-discipline consultancy support services to assist at any stage in the implementation of these projects from initial conception through to final design, the procurement of works contracts and construction. The Consultant may provide these services directly or may on occasion commission others to carry out the tasks.

It was originally intended to establish seven individual framework contracts, but budgetary constraints now mean that only three Agreements can be implemented at the present time. These Agreements are as follows:

- Transport Services
- Strategic Transport Planning
- Travel Planning

In view of the wide range of skills required within these work areas, up to three consultants may be selected as preferred service providers for each of the framework contracts. This will enable SEStran to select the most suitable consultant for any particular work package based on performance, resources or technical ability. The procedures for engaging consultants to carry out individual work packages are given in the Selection Procedure and Quotation Procedure sections in this document. It is possible that any one consultant may be engaged through more than one of the framework contracts.

Consultancy Services

This section of the Scope concerns the services to be provided under the heading Transport Advisor. The appointed Consultants shall provide all the necessary professional services under this heading for this contract. The Consultant shall be responsible for all individual projects, individual services and the overall programme of work.

General Responsibilities

The Consultant (the appointed organisation or consortium providing the services) shall be responsible for the provision of all necessary professional services for this contract. The Consultant shall be responsible for all individual work packages, individual services and also the overall programme of work. The Consultant shall make available a consultancy pool comprising the following core disciplines – – Project Manager, Team Leader, , Civil Engineer, , Highway Engineer, Transportation Engineer, Transport Economist, Transport Planner, Public Transport Planners, Public Transport Operational Specialists, Traffic Engineer, Quantity Surveyor, Landscape Architect, Environmental Specialist, Planning Supervisor, Clerk of Works. Additional professional services also will be provided as required. The Consultant shall designate a Team Leader to manage and co-ordinate the efforts of the other consultants to satisfy the Client's requirements for the work packages. The rates inserted by the Consultant in the Pricing Schedule for the Team Leader will be deemed to include the cost of providing such management and co-ordination services.

The Team Leader shall establish, in consultation with the client, the functional requirements for the individual work packages and the level of quality and service required. The Team Leader shall co-ordinate the efforts of the sub-consultants to ensure that all individual work packages are completed on time, to the required quality and within budget. The specific aim of the Team Leader shall be to co-ordinate the Team and contribute expertise, guidance and advice to deliver individual work packages which are within budget and satisfy the functional requirements of the brief. All disciplines and specialist sub-consultants required for the work packages instructed under this contract shall be appointed directly by the Consultant and all resultant costs and charges shall be deemed to be included in the fees inserted by the Consultant in the Pricing Schedule.

Where the scope of service or standard of performance is not explicitly stated within this Specification the Team Leader shall ensure that the individual disciplines exercise reasonable skill and care and provide the service in conformity with the normal standards of the their professions. The Team Leader shall be responsible for ensuring that the provision of the services described or implied by this specification are provided and must advise the Client of any omission or ambiguity that could lead to additional costs being incurred.

Service Protocols

1 GENERAL

- | | | |
|-----|-------------------------|---|
| 1.1 | Recording and Reporting | Maintain a written record of the Client's programmes and individual work packages and prepare and submit written and/or verbal reports to the Client at monthly intervals or at such other agreed interval appropriate to the stage |
|-----|-------------------------|---|

of the package. When the Client considers it appropriate, submit additional written and/or verbal reports.

- | | | |
|-----|----------------------|--|
| 1.2 | Meetings | Arrange and contribute to meetings with the Client, Design Team, individual team members, suppliers and contractors as required. The Team Leader, and Team representatives attending a meeting shall be qualified to offer comprehensive advice that can be acted upon without reference to or need confirmation by others. |
| 1.3 | Communications | <p>Arrange and comply with reporting arrangements with the Team and comply with formal lines of communication with the Client and Team members.</p> <p>Where appropriate arrange and attend meetings with community groups, facility users etc and, wherever practical, consider and integrate their requirements and aspirations.</p> |
| 1.4 | Project instructions | <p>Outline briefs for individual work packages will be issued by the Client in writing. The Team Leader will confirm receipt of each individual outline brief in writing or electronic means within two weeks. Within a further two weeks, the Team Leader will provide an outline programme identifying key project milestones and the names of the professional staff that will work on the project. The professional staff allocated to the project will be expected to work continuously on each project from inception to completion.</p> <p>In the event that key professional staff become unavailable to continue to work on the project for reasons out with the control of the Consultant, the Client's written approval to any proposed substitute must be sought. Approval to any proposed substitute will not be unreasonably withheld but the Client has the right to reject the proposed substitute without being required to give reasons for such rejection. The proposed substitute must be of equivalent grade to the project staff to be replaced.</p> |
| 1.5 | Programme | Prepare, develop and update a programme setting out the various stages and milestones for the Client's programmes and individual work packages. Immediately inform the Client when it becomes likely that a significant milestone will not be achieved. Advise on alternative courses of action. |

2 WORK PACKAGE EVALUATION AND FEEDBACK

- | | | |
|-----|-----------------------------|---|
| 2.1 | Employer requirements | The Employer requires the Consultant to evaluate, in full consultation with the Employer's work package manager, their team's performance on a continuing basis and to prepare regular written performance reports on individual work packages. These reports should clearly identify achievement of project programmes, compliance with the Employers brief and cost over or under-spend both in terms of the individual project budget and the programme budget and other details as specified by the Employer. Rating scores for individual Work Packages will be mutually agreed between the Employer and the Consultant and summarised, in monthly reports to the Employer showing overall satisfaction levels across all extant Work Packages and trends over an agreed period of time. |
| 2.2 | Ongoing works work packages | <p>The primary reasons for project evaluation and feedback are:</p> <ul style="list-style-type: none"> • to allow the overall trends in performance to be monitored and if necessary applied in the selection of consultants for further work packages ordered by the Employer (see the Selection Procedure) to ensure that the individual work packages remain on track; • to confirm whether the individual work package meets user needs; • to determine whether the work package delivers value for money; • To transfer the knowledge and any lessons from one project to other |

work packages.

Project evaluation and feedback should not be seen as an optional extra but more as a useful, important and integral part of normal project management. Because of the importance of transferring the lessons from one project to another, project evaluation and feedback reports must be brief, to the point, written in plain English and illustrated where appropriate by photographs, diagrams and illustrations.

Range Of Services To Be Provided

The Consultant shall provide all necessary professional services for this contract and shall be responsible for all individual projects, and individual services. The Consultant shall carry out all necessary liaison with other Transport Partnerships, Local Authorities, Government Agencies and other bodies as necessary to ensure timeous implementation of projects.

Services will be required as and when necessary by the SEStran and may cover any of the activities of the section from survey and analysis through to project evaluation and monitoring. The headings below summarises the envisaged range of typical activities that may be required. These and similar activities may fall within the scope of the contract.

Aspects of consultancy services required as a minimum may include those activities set out in the activity schedule below.

| Area | Area |
|---|--|
| Data Gathering and Analysis | Scheme Design |
| Service Planning | Preliminary Design |
| Feasibility Studies | Detail Design |
| Transport Modelling | |
| Demand Analysis | |
| Forecasting | Procurement Strategy |
| Timetable Analysis | |
| Scheme Development Configuration | Project Management |
| Environmental Assessment | Contract Preparation |
| Economic Assessment | Tender Management |
| Route Development | CDM/ HMRI |
| Preliminary Scheduling | Site Supervision. |
| Consultation | |
| Scheme Evaluation (STAG) | Monitoring |
| Statutory Process | |
| Business Case Development | Additional non-defined services |
| Financial Appraisal | |
| Financial Management | |
| Risk Assessment / Management | |
| | |

Services will be required as and when necessary by the SEStran and may cover any of the activities of the section from policy development through to scheme development and procurement (including the procurement of other consultancy services) and implementation. The headings below summarise, at a high level, the envisaged range of typical activities that may be required from the Transport Advisor.

- Strategy Development & Review
- Overall Programme Management
- Programme Development
- Project Development
- Project Procurement
- Project and Programme Monitoring

All of these activities may be applied to a wide range of activities across all modes of transport and interventions in related areas. For example SEStran has already been involved in ferry and hovercraft services, rail facilities, bus and light rail rapid transit, bus information systems, parking strategies and travel planning programmes.

Clearly the Transport Advisor will provide particularly important support to SEStran.

General Additional Requirements

1. PARENT COMPANY GUARANTEE

- 1.1 Where the Consultant (or where the Consultant is a consortium, any part of the consortium) has a parent company, then the Employer may require the Consultant to obtain a written guarantee (in a form agreed by the Employer) from the parent company underwriting the liabilities of the Consultant (or relevant part of the consortium) to the Employer. Note that Option X4 of the NEC3 Professional Services Contract applies.

2 HEALTH & SAFETY ETC

- 2.1 In addition to the normal requirements for Health and Safety etc. under Statutes etc. and stated or implied under good professional practice, the Consultant will implement the following provisions.
- 2.2 The Consultant must take all reasonable means to ensure the safety of and avoid inconvenience to any occupiers of premises where services are to be undertaken and others.
- 2.3 The Consultant shall be responsible for ascertaining whether the undertaking of any services under this contract or the execution of builder work etc. using a design or proposal produced under this contract will or is likely to involve any interference with any material that could contain a potentially dangerous substance (e.g. asbestos) and any other potentially hazardous installations.
- 2.4 In such a case, the Consultant shall take all precautions necessary to eliminate any risk and in so doing shall comply with all relevant statutory regulations etc.
- 2.5 In certain (but not all) of the Employers properties, an Asbestos Register is available, but the absence of such a Register is not a guarantee that there is no danger of encountering asbestos and the Consultant must continue to take all necessary precautions.
- 2.6 In addition to the foregoing, the Consultant shall comply with the relevant provisions of the Employer's Safety Policies applicable to operations or buildings in which services under this contract are to be carried out.
- 2.7 The Consultant will be deemed to have made full allowance in his tender for fulfilling the requirements of the Construction Design and Management (CDM) Regulations 2007 and shall not do anything which might jeopardise SEStran's own obligations under these regulations and shall comply with all reasonable requests from SEStran to verify that adequate management arrangements are in place to ensure that the roles, functions and responsibilities of all members working on any project or work package are clear and understood.

3 ACCOUNT SUBMISSION

- 3.1 The Consultant shall submit accounts in accordance with this contract which clearly identifies the services undertaken and contain the following information :-
- 3.2 The Consultant's name and address
 The Consultant's VAT Registration Number
 The Account reference number
 A description of the services undertaken including full details of the calculation of the amount of the account

The date of the account
The VAT category and amount

4 CORPORATE APPROACH TO VIOLENCE

- 4.1 The Consultant shall observe and fully comply with SEStran's Policy Statement and Guidelines on Violence.
- In this regard the Consultant shall, take all reasonable steps to provide adequate and suitable written procedures and provide evidence thereof to the Employer upon request, for
- 1 avoiding incidents of violence and/or harassment to others;
 - 2 dealing with the consequences of violence and/or harassment to others; and
 - 3 Monitoring the incidents of violence and/or harassment to others.
- 4.2 The Consultant shall ensure that he complies with and in no way interrupts or prejudices the implementation of the Employer's said policy
- 4.3 Failure to implement this shall constitute a material breach of contract

5 QUALITY POLICY STATEMENT AND QUALITY PLAN

- 5.1 Quality Policy Statement The Consultant shall supply within four weeks of appointment a copy of their firms Quality Policy Statement.
- 5.2 Quality Plan The Consultant shall supply within four weeks of appointment a copy of the Quality Plan for the commission.

6 Rights to Material

- 6.1 Clients use of Material All rights (including ownership and copyright) in any reports, documents, specifications, instructions, plans, drawings, patents, models or designs whether in writing or on magnetic or other media:
- Furnished to or made available to the Consultant shall remain vested in the Employer absolutely.
- Prepared by or for the Consultant for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Employer absolutely, and (without prejudice to Condition 7) the Consultant shall not and shall procure that his servants and agents shall not (except to the extent necessary for the implementation of this Contract) without the prior written consent of the Employer use or disclose any such reports, documents, specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract which the Consultant may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Consultant shall not refer to the Employer or the Contract in any advertisement without the Employer's prior written consent. Note that Option X9 of the NEC3 Professional Services Contract Applies

7 Protecting the Environment

- 7.1 Environmental Damage
- The Consultant shall satisfy itself that no product will be supplied or used in the Project which will endanger the health of the consumers or others, will cause significant damage to the environment during manufacture, use, or disposal, which consumes a disproportionate amount of energy during manufacture, use, or disposal, which causes unnecessary waste because of over-packaging or because of an unusually short shelf life, or which contains materials derived from threatened species or threatened environments.
- Compliance with the Regional Transportation Strategy
- Prior to commencement of the Contract and at such reasonable periods as the Employer may thereafter determine the Consultant shall demonstrate compliance with the policies and objectives of the Employer's Regional Transport Strategy then in force, in particular in relation to the movement of persons and freight by the most environmentally acceptable manner reasonably practicable to ensure effective performance of the Contract.

Transport Advisor Framework
Certificate of Insurance

(All Tenderers must complete this section)

I/We hereby certify that: -

The under mentioned insurance policies are held by

(Name of Insured) _____

of _____

Employer's Liability Policy No. (If applicable) _____

with _____

Public Liability Policy No. _____

with _____

Professional Indemnity Policy No. _____

with _____

The policies contain a Principal's Clause that will indemnify SEStran in respect of any claims that may arise in connection with the insured carrying out Services under a contract with SEStran.

The indemnity provided by the Public Liability Policy is not less than £5,000,000 for any one incident or any one claim. The indemnity provided by the Professional Indemnity is not less than £5,000,000 in respect of any one claim and in total.

The policy Premiums have been paid and the policies are in force until the dates shown below: -

Employers Liability (If applicable) Date _____

Public Liability Date _____

Professional Liability Date _____

Signed _____

Name _____

Position _____

Name of Organisation _____

Date _____ day of _____ 2008

An Insurance Company or Broker must sign this form.

Signed _____

Name _____

Position _____

Name of Organisation _____

Date _____ day of _____ 2008

Transport Advisor Framework**Tender Certificate****(All Tenderers must complete this section)**

The essence of selective Tendering is that the client shall receive bona fide competitive Tenders from all those Tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts

- A. Communicate to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- B. Enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted;
- C. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed Tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and any body or association corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed _____ Date _____

On behalf of _____

TENDER

I/We, the undersigned, hereby offer to supply to SEStran in accordance with the foregoing Conditions of Contract, the Service specified in the foregoing Schedule at the prices stated by me/us therein, commencing approximately 1st February 2008

N.B. The Schedules actually used for the quotation of prices must be signed by offerers on every page.

Signed _____ Date _____

Name and Address of Firm _____

ACCEPTANCE

Edinburgh _____ 2008

On behalf of SEStran, I hereby accept the above offer to supply the Service specified therein at the terms stated therein, commencing _____ 2008

(Signature).....

Alex Macaulay
SEStran Partnership Director

Transport Advisor Framework

Tender Declaration

(All tenderers must complete this section)

To Supply consultancy service to SEStran for **Transport Advisor** Project

To: SEStran
8b McDonald Road
Edinburgh EH7 4LZ

*I/We _____
Carrying on business at

hereby tender and undertake to execute and complete the Service, in accordance with the Preamble, Contract Conditions, Specification, Pricing Documents and any other documents.

*I/We agree that the insertion by *me/us of any conditions qualifying this tender or any unauthorised alteration to any of the tender document shall not affect the Contract Conditions and may cause the tender to be rejected.

*I/We agree that this tender shall remain open to be accepted or not by the Partnership and shall not be withdrawn for a period of six months from this date.

And * I/we further undertake to execute a Contract to be prepared at your expense for the proper and complete fulfilment of the Service.

**Delete as appropriate*

*I/We certify that the details of this tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

*I/We understand that you are not bound to accept the lowest or any tender you may receive

* I/We certify that this is a *bona fide* tender.

Contractors Signature(s)*\$

(Print name(s) in full)

Date _____

Name and Address of Firm/Company/Organisation

**Delete as appropriate*

\$. Where the Contractor is an incorporate association, the Company Secretary and a duly authorised Director should sign. In the case of a partnership, at least two duly authorised partners should sign. In the case of an individual, the individual should sign and have his signature witnessed.

Transport Advisor Framework

The Pricing Schedule

(All Tenderers must complete this section)

Payment for work carried out for this commission will be on the basis of an hourly time charge for individual staff. The time charge will be calculated on the basis of an on-cost multiplier as set out below. Where work is carried out under a Package Order payment will be on the basis of the Quotation provided by the supplier following the Quotation Procedure.

Tenderers are required to state the multiplier that will apply to the calculation of their time charge and must be given to two decimal places. They are also required to complete the schedule of rates for Staff Resources of the core team who will service this commission. This will detail names, grades and hourly charge rates. The hourly charge will comprise the basic remuneration cost multiplied by the on-cost multiplier plus other payroll costs.

The rates and percentages inserted by the Consultant in the Pricing Schedule are deemed to include all expenses including travelling expenses, printing expenses and copying expenses etc. No expenses will be paid in addition to the rates inserted by the Consultant in the Pricing Schedule.

BASIS OF FEE CALCULATION

Consultant's remuneration shall be on the basis of a time charge as follows:

An hourly rate derived from the basic remuneration costs (see note 1) divided by annual average standard hours (1600)

The hourly rate will be multiplied by actual hours worked and then the on-cost multiplier will be applied.

To this will be added the net amount of payroll costs (see note 2)

Notes

In this context the following definitions and conditions apply:

1. Basic Remuneration Cost shall be the annualised cost to the consultant of the gross remuneration paid to the person employed excluding any bonuses or incentive payments.
2. Other Payroll Costs shall be the annualised cost to the consultant of all contributions and payments made directly in respect of a person employed for pension, life assurance, prolonged disability insurance and also the amount for National Insurance contributions and any other tax, charge, levy, impost or payment of any kind whatsoever which the consultant is obliged at any time during the performance of this contract by law to make in respect of such person.
3. When calculating the amounts chargeable on a time basis, a Consultant is not entitled to include time spent travelling to or from home or the companies office to the Council, but is entitled to charge for time spent travelling from council offices to projects to the SESTRAN area.
4. The time charged by secretarial, administrative and IT backup staff engaged on general accountancy, administrative and IT support duties in the Consultants office is not chargeable unless otherwise agreed.
5. The time charges for individual members of staff agreed at the commencement of the commission cannot be increased beyond the rate of inflation on an annual basis without the prior approval of the Council.
6. Requests by the Client to the Consultant to commence individual projects shall be treated as compensation events within the meaning of this contract. Before commencing any individual contract the Consultant shall submit to the client a costed schedule identifying the individual resource categories together with estimates of their respective hours needed to complete the project. The hourly charge rates for these individual resource categories shall comply with the schedule below. For the sake of clarity promotion of any team member from a lower to a higher resource category will not, without the written approval of the client, imply that the charge rate for the higher resource category can be charged for the named team member.
7. The Consultant shall on the request of the client produce a list of the remuneration costs for any staff member employed on the commission. Where this is not possible e.g. In the event of employing agency staff, the consultant will agree a revised on-cost multiplier and rate in advance.
8. The major part of the multiplier is attributable to the Consultants expenses which may include, amongst other things but not restricted to the following indirect costs and expenses.
 - Rent rates and other expenses of up-keep of office, furnishings equipment and supplies

- Insurance premiums other than those recovered in the payroll costs
- Administrative, accounting, secretarial and financing costs
- The cost of ensuring that staff keep abreast of advances in their field and continuing professional development
- The expense of preliminary arrangements for new or prospective projects
- Loss of productive time of technical staff between assignments
- IT costs associated with this commission
- Travel costs not recoverable through the commission (see note 3)
- All expenses incurred in the commission not specifically identified in the brief agreed with the client

