



Attachment No 10

Specification of Services

Freight Capacity Procurement - Invitation to Tender

For information: Describes the scope and specification of the services required. This will also be included at Schedule 2 of the Freight Capacity Framework Agreement.

Terms used but not defined herein shall have the meaning ascribed to them in the Glossary.

1. INTRODUCTION / BACKGROUND

- 1.1 This specification sets out the strategic objective of the Freight Capacity Framework Agreement, the scope of the Freight Capacity Framework Agreement, the service requirements at Mini-Competition stage for services under the Freight Capacity Framework Agreement, reporting requirements under a Call Off Agreement as well as the criteria for further clarification at Mini-Competition stage.
- 1.2 In the event of any inconsistency between the terms of a Freight Capacity Framework Agreement and/or any Call Off Agreement subsequently entered into and the contents of this document (and any explanatory notes), the terms of an executed Freight Capacity Framework Agreement and any Call Off Agreement entered into will prevail and will be binding between the parties.

2. STRATEGIC OBJECTIVE OF THE FREIGHT CAPACITY FRAMEWORK AGREEMENT

- 2.1 The Authority is seeking to put in place a framework of approved Freight Operators who can deliver Freight Capacity via any Conveyance for the transportation of Category 1 Goods on Freight Vehicles between the United Kingdom (“**UK**”) and the European Economic Area (“**EEA**”) and/or between Great Britain (“**GB**”) and Northern Ireland (“**NI**”). The Freight Operators will also be required to deliver all actions, incidentals and services required to facilitate the transportation of Freight Vehicles in order to meet the strategic objective of supporting the continued flow of Category 1 Goods in light of Disruption Events.

3. SCOPE OF THE FREIGHT CAPACITY FRAMEWORK AGREEMENT

- 3.1 To put in place a framework of approved Freight Operators who can deliver Freight Capacity for the transportation of Freight Vehicles:
 - 3.1.1 via any Conveyance;
 - 3.1.2 between the UK and the EEA and/or between GB and NI;
 - 3.1.3 including all actions, incidentals and services required to facilitate the transportation of Freight Vehicles (including but not limited to ticketing services, marketing, operations, etc.);
 - 3.1.4 using Existing Capacity and/or New Capacity options;
 - 3.1.5 using accompanied and/or unaccompanied Freight Capacity; and
 - 3.1.6 providing Terminal to Terminal transportation only.

4. CALL OFF AGREEMENT SERVICE REQUIREMENTS

The Freight Operator must satisfy the following service requirements:

- 4.1 To provide Freight Capacity, for a contracted volume and to operate it on a specified Leg.
- 4.2 To provide a marketing, sales and ticketing service, for the sale of tickets attributable to the Purchased Capacity in accordance with the Customer's requirements.
- 4.3 To provide services supported by the relevant assets and Terminal agreements.
- 4.4 To provide fully operational accompanied and/or unaccompanied services.
- 4.5 To mobilise and maintain a team with the relevant expertise and experience to deliver the services (i.e. the Freight Services and other services as set out at paragraph 3.1.3 above including the marketing, sales and ticketing service).
- 4.6 To ensure all necessary resources are mobilised and deployed in time for Freight Services to be delivered by the Freight Operator on and from Capacity Commencement Date and in time for all other services (e.g. the marketing, sales and ticketing services) to be provided by the Freight Operator throughout the term of a Call Off Agreement.
- 4.7 To develop, provide and maintain a realistic and detailed delivery plan to ensure the delivery of the Freight Services by the Freight Operator on and from the Capacity Commencement Date and to ensure the set up and maintenance of the other services (e.g. the marketing, sales and ticketing service) to be provided by the Freight Operator throughout the term of a Call Off Agreement.
- 4.8 To provide a copy of the current Standard Terms of Carriage that will govern the tickets attributable to the Purchased Capacity sold to Ticket Purchasers throughout the term of a Call Off Agreement.
- 4.9 To provide a service that supports the Customer in reducing the impact of Disruption Events.
- 4.10 To deliver services through Terminals that accommodate the necessary border facilities (including security facilities) and staff.
- 4.11 To deliver services through Terminals with the appropriate Terminal infrastructure or equivalent to accommodate the Freight Services.
- 4.12 To provide a service that will enable Freight Vehicles to be transported with minimal traffic restrictions at both Terminals.
- 4.13 To ensure a comprehensive risk management methodology and provide risk management information to the Customer upon request, including a comprehensive risk log and associated mitigations.
- 4.14 To provide the Customer with, as applicable, timely and informative Freight Service schedule(s) including but not limited to route timetables, dates, origin and destination, times and Conveyance used for the Freight Service (including vehicle type and/or ID(s)),

as applicable, total capacity, specifications and any limitations or potential points of variance from the Freight Service schedule).

- 4.15 To provide a service that allows Ticket Holders physical access to their booked capacity in any and all circumstances including in respect of a Disruption Event.
- 4.16 The Freight Operator must have all of the necessary infrastructure, staff, licences, certificates and permits needed in connection with operating the service and marketing, sales and ticketing facilities.
- 4.17 In addition, if there are any necessary related infrastructure works and/or other mobilisation activities, the Freight Operator shall provide details of the dependency and evidence that these are on schedule/will be completed in time for the Capacity Commencement Date.
- 4.18 The Freight Operator will be subject to various statutory and regulatory obligations in respect of the services to be provided. These will be primarily that the Freight Operator must comply with all applicable national and international freight shipping regulations and legislation.
- 4.19 In respect of all services, Freight Operators must comply with relevant industry codes and practices and the co-ordination of their activities with those of all relevant industry participants.
- 4.20 The Freight Operator shall provide a ticketing and information service during business hours, including but not limited to an electronic portal, customer support, phone line, email inbox, and website. At least one of these should always be available outside of business hours.
- 4.21 At point of sale of tickets, where these are to be sold in accordance with the Customer's ticketing requirements, the Freight Operator will need to check and confirm that only the Approved Ticket Purchasers have access to the Purchased Capacity.
- 4.22 The Freight Operator will complete the required checks using all the necessary details provided by the Customer (e.g. Supplier Access Codes and Ticketing Access Codes).
- 4.23 Freight Operators will not be required to determine which goods are on the Category 1 Goods list and there is no additional requirement on the Freight Operator for physical fraud inspection beyond a Freight Operator's existing practices.
- 4.24 If there are tickets that the Customer no longer requires, a resale mechanism is in place for the Freight Operator to sell the tickets attributable to the Purchased Capacity on the open market. The resale mechanism is outlined in the Template Call Off Terms and Conditions (Attachment 6).

Reporting Requirements under a Call Off Agreement

- 4.25 Unless otherwise notified by the Authority and/or Customer, reporting requirements during the term of any Call Off Agreement will include the following elements:
- 4.25.1 Forward look (showing at least 2 weeks of capacity data)
 - 4.25.2 Backward look (showing all capacity data since the beginning of the period)
 - 4.25.3 Total look (showing all capacity data)
- 4.26 The information provided in the daily reports should include (but need not be limited to) the below:
- 4.26.1 Booking data (e.g. whether capacity has been booked, or is available, and total capacity)
 - 4.26.2 Date of Freight Service
 - 4.26.3 Freight Service ID
 - 4.26.4 Booking reference number generated by the Freight Operator
 - 4.26.5 Lane Metres (Lms) (both available and used)
 - 4.26.6 Number and type of Freight Vehicles
 - 4.26.7 Refrigerated, non-refrigerated or temperature controlled capacity details
 - 4.26.8 Special handling details (e.g. Dangerous Goods or Hazardous Materials, etc.)
 - 4.26.9 Number of drivers and drivers' mates
 - 4.26.10 Whether accompanied or unaccompanied capacity
 - 4.26.11 Capacity details by reference to category of ticket as defined in the Customer's ticketing requirements e.g. ticket sold to an Approved Ticket Purchaser versus a ticket sold to the open market.
 - 4.26.12 Purchased Capacity price by Freight Vehicle using conversion rates as given, exclusive of VAT or any other excise duty and surcharges
 - 4.26.13 Price at which ticket attributable to Purchased Capacity is sold to Ticket Purchaser(s)
 - 4.26.14 Surcharges and VAT or any other excise duty applied to the Ticket Purchaser
 - 4.26.15 Type of Ticket Purchaser (i.e. cash, credit or on account)

- 4.26.16 Whether each Trip was completed or not completed
- 4.26.17 Whether each Trip was cancelled or not
- 4.26.18 Whether the booked ticket was cancelled or not used (e.g. no show)
- 4.26.19 Ticketing Access Code
- 4.26.20 Supplier Access Code(s) - there may be more than one per booking
- 4.27 If required the Freight Operator will use a reporting template provided by the Customer as long as it is reasonable
- 4.28 Reports shall be broken down by individual transaction lines
- 4.29 A breakdown of Purchased Capacity by Leg, Route, by Trip, by ticket, by Ticket Purchaser, by capacity type, by region, etc.
- 4.30 The frequency of reports will be daily
- 4.31 The Customer will use the daily reports as outlined above as part of the reconciliation process for the invoices that the Freight Operator submits

5. PRECISE FORMULATION OF REQUIREMENTS AT MINI-COMPETITION STAGE

- 5.1 Depending on the Customer's specific requirements as determined by the relevant Disruption Event, the Customer can, at Mini-Competition stage, more precisely formulate its requirements. The criteria for these Mini-Competitions may be refined as required in order to accommodate the Customer's requirements in relation to the areas listed below. Such requirements may be applied to the whole or specific parts of the services required.
 - 5.1.1 Geographical area(s) and / or dependency on areas expected to be adversely affected by Disruption Event(s);
 - 5.1.2 Route(s) and/or Terminal(s) (whether specifying a certain Route(s) and/or Terminal(s) or excluding a certain Route(s) and/or Terminal(s));
 - 5.1.3 Leg or Legs of Route;
 - 5.1.4 Whether inbound and/or outbound (in the context of the Terminal(s) being proposed)
 - 5.1.5 The type of capacity needed, which may include but not be limited to:
 - 5.1.5.1 accompanied and/or unaccompanied;
 - 5.1.5.2 Existing Capacity and/or New Capacity;

- 5.1.5.3 capacity that is suitable and available for the carriage of goods requiring specialist handling (e.g. Dangerous Goods, Hazardous Goods etc.);
- 5.1.5.4 provision for abnormal loads;
- 5.1.5.5 provision for temperature control on the Conveyance including refrigerated (e.g. plug in points for chilled and/or frozen temperature regimes) and/or non-refrigerated.
- 5.1.6 The amount or volume of capacity needed;
- 5.1.7 The maximum length of time to mobilise the services and the Capacity Commencement Date;
- 5.1.8 Whether or not a dedicated Conveyance to the Customer is required (for the avoidance of doubt this means no other customer could purchase capacity on the Conveyance);
- 5.1.9 Day(s) of the week for the Freight Service(s);
- 5.1.10 Time of day of Freight Service(s) (e.g. day or night);
- 5.1.11 Frequency of Freight Service(s);
- 5.1.12 Term of Call Off Agreement;
- 5.1.13 Any required security arrangements;
- 5.1.14 Any bespoke ticketing requirements;
- 5.1.15 Reporting requirements;
- 5.1.16 Suitability for a specified type of Freight Vehicle(s);
- 5.1.17 Additional or alternative Freight Vehicle conversion rate(s) to Lane Metres.

6. MANAGEMENT AND CONTRACT ADMINISTRATION

The Freight Operator will be expected to work closely with the Authority and/or Customer throughout the term of any Freight Capacity Framework Agreement and/or Call Off Agreement awarded and may be required from time to time to attend meetings in the Authority's and/or Customer's premises (or nearby).

7. SUB-CONTRACTING TO SMALL AND MEDIUM ENTERPRISES (SMES)

- 7.1 The Authority is committed to removing barriers to SME participation in its contracts, and actively encourages Freight Operators to make their sub-contracts accessible to smaller companies; and to implement SME-friendly policies in their supply-chains.

7.2 If you are likely to sub-contract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us inform Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.