



Department for Transport

Steer Davies & Gleave Limited
14-21 Rushworth Street
London
SE1 0RB
United Kingdom

Via email

STAR Two Framework
Commercial Relationship Manager
Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR

Mobile:

E-mail:

Website: www.gov.uk/dft

12th April 2023

Dear

Procurement Reference TTWO0209 – Estimates of Station Usage

THIS AGREEMENT is made on the 12th April 2023

BETWEEN:

- (1) **Department for Transport; Great Minster House, 33 Horseferry Road, London, SW1P 4DR (“the *Employer*”)**
- (2) **The Office of Rail and Road; 25 Cabot Square, London, E14 4QZ; (“the *Client*”)**
and
- (3) **Steer Davies & Gleave Limited, 28-32 Upper Ground, London, SE1 9PD (“the *Supplier*”).**

WHEREAS:

- (A) The Consultant has been appointed to the Specialist Technical Advice for Rail and other Transport Modes (STAR Two) Framework and has entered into a framework agreement in relation to its appointment (the “Framework Agreement”).
- (B) The *Employer* wishes to appoint the Consultant to provide certain services outlined in the Department’s ITT pack issued on **16th December 2022**. The contract is awarded for the services and will be priced on a blend of Option A Fixed Price (Fixed Price Core

Work and Optional Fixed Price Work) and Option E Time Charge basis (Optional Time Charge) (in accordance with the STAR Framework rules and New Engineering Contract (NEC) 4 terms).

(C) The contract period will commence from **1st April 2023** and conclude on **31st March 2026**. The contract value for the fixed price core work shall be **£162,596** excluding VAT as per Table 1A of the Pricing proposal. At the discretion of the *Client* the optional work may be commissioned. The contract value for the Optional work shall be up to the value of **£165,904** excluding VAT which includes the optional fixed price work (Table 1B of the Pricing proposal) and the optional time charge price elements. For the avoidance of doubt the total value of the contract is up to **£328,500**.

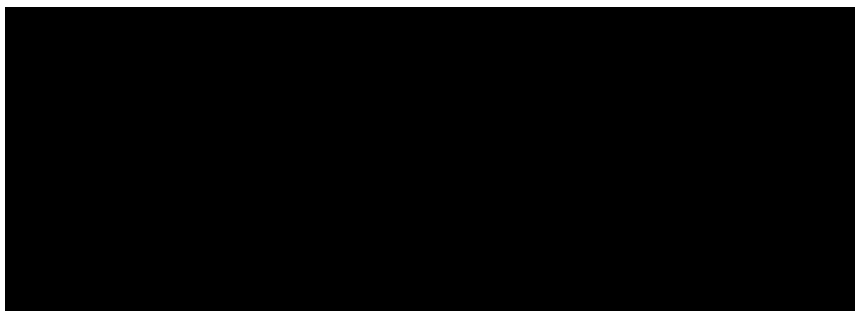
(D) The Consultant has submitted a Proposal dated **25th January 2023** in response to the *Client's* Service Description and Response Guidance in accordance with terms of the Framework Agreement. The *Employer and the Client* has examined the Consultant's said tender and subject to the provisions of this contract is willing to engage the Consultant to carry out those services in accordance with this contract on the above fixed price and time charge basis.

NOW IT IS AGREED THAT:

1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC4 Professional Services Contract *Conditions of Contract*.
2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:
 - (i) The NEC *Conditions of Contract* are the NEC4 Professional Services Contract dated June 2017;
 - (ii) The Contract Data Part One including, the Option Z clauses set out in the Contract Data Part One;
 - (iii) The Contract Data Part Two;
 - (iv) The terms of the Framework Agreement insofar as they relate to the provision of services;

(v) Your signed COI declaration dated **24th January 2023**.

3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1 and Service Description) in accordance with this contract.
4. Given the sensitive nature and the Specialist Technical Advisory resource required for this project over this period, should the named resource not be available the *Supplier* will:
 - notify the *Employer* and *Client* in writing immediately using the Change Control Form
 - provide suitably qualified and experienced resources, who will work to an equivalent standard
 - the *Supplier* will cover all costs of hand-over to the new resources including:
 - o making them available for hand-over meetings with the named resources
 - o only charging *the Client* for the new resources once they are fully up to speed and productive
5. The *Supplier* reaffirms that, under Section 14 of the Framework Agreement, the *Supplier* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.
6. In consideration of the provision by the *Supplier* of the Services the Client shall pay to the *Supplier* the amount due in accordance with this contract.
7. You must be in possession of a purchase order (PO), before commencing any work under this contract. You will be informed of the PO for this contract in due course. Prior to issuing an invoice to the below address, a Schedule 10 application for payment must be sent to and approved by the Contract Manager. Invoices submitted to the *Client* **must also quote the PO number** and must be submitted as directed **in the PO to:**



8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer's* rights to issue instructions in accordance with this contract.

9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and the contract manager [REDACTED]

IN WITNESS WHEREOF the Parties have entered into the Agreement on the date written above.

Signed by:

[REDACTED]

Name: [REDACTED]

Position: **Commercial Relationship Manager**

On behalf of the Secretary State for Transport (*Employer*)
and

Signed by:

[REDACTED]

Name: [REDACTED]

Position: **Head of Procurement (Interim)**

On behalf of **The Office of Rail and Road** (*Client*)
and

Signed by:

[REDACTED]

Name:

Position: Head of Rail Advisory

On behalf **Steer Davies & Gleave Limited** (*Supplier*)