



Department for Transport

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

APS Partnership Limited
136 Gray Street
Workington
Cumbria
CA14 2LU

Website: www.gov.uk/dft

28th September 2022

Via email

Procurement Reference TTWO0200 Senior Commercial Advisor –

On behalf of the Secretary of State for Transport, I am writing to thank you for your proposal which was submitted in response to the Department's invitation to tender for the above work package.

The proposal has been carefully evaluated and I am pleased to inform you that your proposal has been successful.

Please find below feedback against the evaluation:

Feedback

Assessment Criteria	Score	Rationale
Knowledge and Expertise: of proposed resource	■	

		[REDACTED]
Method and Approach: to carrying out key elements of the requirement	■	[REDACTED]
Quality Assurance: How will the Bidder ensure a resilient quality assurance process is followed at key stages of the outputs and deliverables	■	[REDACTED]

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THIS AGREEMENT is made on the 28 September 2022

BETWEEN:

- (1) **Department for Transport**; and
- (2) **APS Partnership Limited, 136 Gray Street, Workington, Cumbria, CA14 2LU**
("the **Supplier**").

WHEREAS:

- (A) The Consultant has been appointed to the Specialist Technical Advice for Rail and other Transport Modes (STARTwo) 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 Work Package Request issued on **22 September 2022** and subsequent clarifications. The contract will commence on **01 October 2022** and is expected to conclude on **31 August 2023**. The Department at its sole discretion can exercise to extend this contract by a further month.
- (C) The Consultant has submitted a Proposal dated **25 September 2022** in response to the *Employer's* Work Package Request Form in accordance with terms of the Framework Agreement. The *Employer* 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.

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 (amended – see attachment) 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 resource and pricing under the Contract Data Part 2, Section 5, Table 1A, dated **25 September 2022** where the services will be priced on a *per diem* basis; with an estimated contract value of £202,125.
 - (vi) Your signed COI declarations dated **25 September 2022**.
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1) 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 DfT 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:
 - making them available for hand-over meetings with the named resources
 - only charging DfT 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 *Employer* 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

Department **must also quote the PO number** and must be submitted as directed in the PO to:

**Accounts Payable
DfT Shared Service Arvato,
5 Sandringham Park
Swansea Vale
Swansea SA7 0EA**

Ssa.invoice@sharedservicesarvato.co.uk

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. Please also contact me [REDACTED] to discuss arrangements for the commencement of this work package.

Yours sincerely,

[REDACTED]

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

[REDACTED]

Position: Commercial Relationship Manager
On behalf of the Secretary of Transport (*Employer*)

and



On behalf of APS Partnership Limited (*Supplier*)