



Department for Transport

Rail People Solutions Ltd
1 The Old Flour Mills
Mill Road
Buckden
Cambridgeshire
PE19 5WX
United Kingdom

STAR Framework Procurement
Advisor
Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR

Mobile:

E-mail:

Website: www.gov.uk/dft

16 December 2019

Dear ,

Procurement Reference TTWO 0037 Passenger Services Franchise Advisor

THIS AGREEMENT is made on the 16 December 2019

BETWEEN:

- (1) **Department for Transport**; and
- (2) **RPS Limited, 1 The Old Flour Mills, Mill Road, Buckden, Cambridgeshire, PE19 5WX, United Kingdom** (“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 Service Description issued on 6th December 2019 and subsequent clarifications. The contract will commence from 16th December 2019 and conclude on 31st May 2020 with an option to extend the contract for a further 6-month period at the discretion of the DfT, should this be required.

(C) The Consultant has submitted a Proposal dated 8th December 2019 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 NEC 4 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 NEC 4 Professional Services Contract dated June 2017;
 - ii The Contract Data Part One (see attachment) including, the Option Z clauses (as set out in the STARTwo Framework Agreement) 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 schedule under your reference "Table 1A – Daily Rate for proposed Supplier Resources", dated 8th December 2019
 - vi Your signed COI declarations dated 8th December 2019.
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 of the Specialist Technical Advisory resource required for this project over this period, should the named resource(s) 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:
 - o making them available for hand-over meetings with the named resources
 - o 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 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 Avarto,
5 Sandringham Park
Swansea Vale
Swansea SA7 0EA

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

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

Signed by: [REDACTED]

Name: [REDACTED]

Position: **STAR Framework Contract Manager;**

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

and

Signed by: [REDACTED]

Name: [REDACTED]

Position: Director

On behalf of **RPS Limited** (*Supplier*)