



Department for Transport

Rail People Solutions Limited
1 The Old Flour Mills
Mill Road
Buckden
PE19 5WX

Via email

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

Mobile:

E-mail:

Website: www.gov.uk/dft

23 October 2020

Dear

Procurement Reference TTWO0093 Review of Hammersmith Bridge technical analysis

The Authority has reviewed your proposal dated 08 October 2020 in respect of the above Work Package Request Form issued on the same date for the services of Professor Norman Fleck.

The proposals have been carefully evaluated and I am pleased to inform you that, on this occasion the proposal has been successful. The Department's Project Sponsor has provided some high-level scoring for against the assessment criteria, as set out below: -

Assessment Criteria	Minimum Score	Maximum Score	Achieved Score
Crack and fracture mechanics analysis	4	5	5
Provision of advice and recommendations based on analysis of technical reports by others	4	5	5

THIS AGREEMENT is made on the 23 October 2020

BETWEEN:

- (1) **Department for Transport**; and
- (2) **Rail People Solutions Ltd, 1 The Old Flour Mills, Mill Road, Buckden, PE19 5WX**
(“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 Work Package Request issued on **08 October 2020**. The contract is awarded for the services will be priced on a fixed price basis (in accordance with the STAR Framework rules). The Authority has budgeted a total amount due under this work package which shall not exceed **£14,512.50 + VAT**.
- (C) it is anticipated that the resource [REDACTED] will conclude a maximum of 40 hours of work by **30 October 2020**.
- (D) The Consultant has submitted a Proposal dated **08 October 2020** 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 on a fixed price 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 (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 signed COI declarations dated **(TBC)**.
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:
 - 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 (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

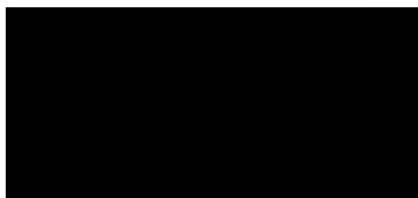
Department **must also quote the PO number** and must be submitted as directed in the PO to:

**Accounts Payable
DfT Shared Service Arvato,
5 Sandringham Park
Swansea Vale
Swansea SA7 0EA
Email: 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 and the contract manager 

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

Signed by:



Position: **STARTwo Commercial Relationship Manager;**

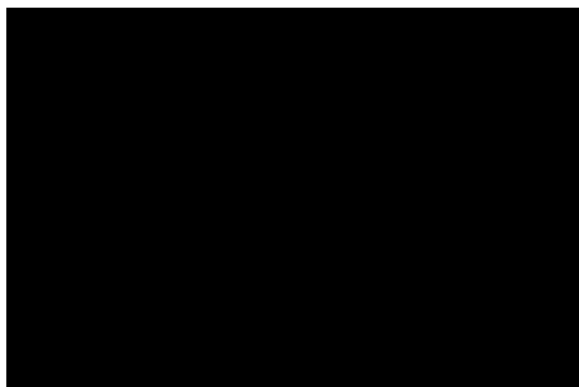
On behalf of the Secretary of Transport (*Employer*)

and

Signed by:

Name:

Position:



On behalf *Rail People Solutions Limited (Supplier)*