



# Department for Transport

Riverside House,  
2A Southwark Bridge Rd,  
London  
SE1 9HA

Via email

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

Mobile:

E-mail:

Website: [www.gov.uk/dft](http://www.gov.uk/dft)

18 January 2023

Dear ,

## Procurement Reference TTWO0204 Specialist Advice and Rail Analytics

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 it has been successful.

Please find below feedback against the evaluation:

### Feedback

Assessment Criteria	Score	Rationale
Knowledge and Expertise: of proposed resource	4	This was a particularly robust response demonstrating that the Sub-Supplier has a strong background in property, particularly in compulsory purchase through specific work-based application. Also, the response provides evidence that the Sub-Supplier has very strong specific experience of HS2 in role as Residents Commissioner and panel work for the discretionary purchase schemes, which is strong first-hand experience. The Sub-Supplier has also undertaken extensive reviews of HS2 as instructed by DfT and Ministers previously, giving a high level of confidence that they are fully cognisant of the issues involved which is coupled with their background and knowledge of CPO.

		<p>However, the panel felt that the response would have benefitted from further details around the Sub-Supplier's understanding of the requirement 3.3 of how HS2 systems operate as they only mention how the "HS2 team operate" which is different to the actual systems.</p>
Method and Approach: to carrying out key elements of the requirement	3	<p>This was an acceptable response that provides good confidence overall in the Bidder's approach and their consequential ability to deliver the required services. The Sub-Supplier sets out an approach which involves reviewing a cross-section of cases to identify factors causing delay, and to use this to make recommendations as required in the project specification. The Sub-Supplier cites previous experience of similar projects that have delivered recommendations which have been accepted and implemented by DfT and/or HS2 Ltd. The response also demonstrates that the Sub-Supplier has undertaken similar type of work previously when instructed by Ministers during their time as Residents' Commissioner giving confidence that the Sub-Supplier has good working relationships with stakeholders and understands the brief and process and what is required of them to deliver this piece of work.</p> <p>However, the panel felt that the response would have benefitted from further details demonstrating that it is a robust quantitative method of analysis to fully understand what is a very qualitative process. The response would have also benefitted from further evidence of a robust methodology with options to draw out the data including addressing themes and observations; then how the Sub-Supplier would view this and what would or could be implemented through a metric.</p>
Quality Assurance: How will the Bidder ensure a resilient quality assurance process is followed at key stages of the outputs and deliverables	3	<p>This was an acceptable response that provides good confidence overall in the Bidder's approach and their consequential ability to deliver the required services, once the Authority's Clarification was answered.</p>

		<p>The Panel assumed that the examples of previous work cited, such as the User Experience Report and the supplier's 16 public reports as Residents Commissioner, will have required suitable quality assurance processes and the fact that all recommendations of the User Experience Report were implemented is evidence that these were of a suitable quality.</p> <p>However, this is based inference by the Panel, which led to the requirement to raise an Authority Clarification, enabling the Panel to evaluate this question. The response would have certainly benefitted from being more specific on what had been done previously, and what would be undertaken for this specific scope of work, regarding quality assurance. This would have prevented any inference from the Panel.</p>
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**THIS AGREEMENT** is made on the 18 January 2023

**BETWEEN:**

- (1) **Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR; and**
- (2) **Alchemmy Consulting, Riverside House, 2A Southwark Bridge Road, London, SE1 9HA ("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 Form issued on **16 December 2022** and subsequent clarifications. The contract will commence on **20 January 2023** and is expected to conclude on **20 March 2023**. The contract is for **10 days** with a potential

additional 1 day which will be at the sole discretion of the Authority, but currently it is not envisaged that an extension period will be needed. The contract value shall be up to the value of **£14,520** excluding VAT.

(C) The Consultant has submitted a Proposal dated **22 December 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 schedule dated **22 December 2022** where the services will be priced on a *per diem* basis
  - (vi) Your signed COI declarations dated **21 December 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 Arvarto,  
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.

Yours sincerely,

[Redacted]

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

Signed by:

[Redacted]

Name: [Redacted]

Position: Commercial Relationship Advisor

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

and

Signed by: ... [Redacted] .....

Name: ... [Redacted] .....

Position: [Redacted] .....

On behalf of **Alchemmy Consulting** (*Supplier*)