



Building Research Establishment Limited



Attn:



Date: 11th August 2017

Procurement ref: CCSN17A10

Dear ,

Award of contract for the supply of Eurocode and Structural Engineering Support

Following your tender / proposal for the supply of Eurocode and Structural Engineering Support to Department for Communities and Local Government (DCLG), we are pleased to award this contract to you. The attached appendix provides detailed feedback on your submitted proposal.

This letter (Award Letter) and its Annexes set out the terms of the contract between Department for Communities and Local Government as the Customer and Building Research Establishment Limited as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter (and its Annexes) and the Conditions, this Award Letter (and its Annexes) shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

1. For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1.1. The Services shall be performed at (Supplier’s premises) although there may be a need for some tasks to be undertaken at DCLG’s office (currently).
- 1.2. The charges for the Services shall be as set out in Annex 2. The total contract value shall be £240,000.00 (for both capped cost & call off element), including all extension options.
- 1.3. The specification of the Services to be supplied is as set out in Annex 3 and within the Supplier’s response at Annex 4. Where there is conflict Annex 3 shall take precedence.
- 1.4. The Term shall commence on 11th August 2017 (the “Start Date”) and the Expiry Date shall be 10th August 2020. The Authority reserves the option to extend the contract by one year.



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1.5. The address for notices of the Parties are:

Customer

Department for Communities and Local
Government



Attention:

Email:

Supplier

Building Research Establishment Limited



Attention:

Email:

1.6. The following persons are Key Personnel for the purposes of the Agreement:

| Name | Title/Role |
|------------|-----------------------------|
| [Redacted] | Procurement - Customer Lead |
| [Redacted] | Sourcing Executive |

2. Payment

- 2.1. During the start-up phase, the Contractor should update the milestone payment schedule provided with the proposal and then keep it updated throughout the contract, to enable DCLG to forecast expenditure over the duration of the contract. The schedule should include T&S payments. All milestones must have a specific date (day, month and year).
- 2.2. An invoices cannot be submitted for payment until the milestone deliverable and a draft invoice have been accepted by the DCLG contract manager.
- 2.3. Once a deliverable has been accepted by the DCLG contract manager, the invoice, which should include a detailed elemental breakdown of work completed and the associated costs, should be submitted to: Invoice Processing, [Redacted]. The invoice must quote the purchase order number.
- 2.4. Any task request shall be made in writing by the DCLG contract manager or UK Building Regulator, who will agree the fee for the work before the task work is undertaken.
- 2.5. All costs should be exclusive of VAT.

3. Liaison

For general liaison your contact will continue to be [Redacted] or, in their absence, [Redacted].

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning a copy of this letter via the eSourcing portal within 7 days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the procurement reference number above in any future communications relating to this contract.



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Yours faithfully,

Signed for and on behalf of Department for Communities and Local Government (“the Customer”)

Name:

Head of Procurement (CCS)

Signature:

Date: 14/09/2017

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of Building Research Establishment Limited (“the Supplier”)

Name:

Director, Fire and Building Technology
Group

Signature:

Date: 29/08/2017