***[Sender name  
Sender address***]

[***Concessionaire name  
Concessionaire address***]

Attn: [***insert Concessionaire contact name***]

By email to: [***insert Supplier contact email address***]

Date: [***Insert date***]

Our ref:

Dear XXX,

**Award of contract for the Provision of Better Business Cases Programme**

Following your proposal for the provision of **Better Business Cases Programme** to **HM Treasury,** (The Contracting Authority) we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between HM Treasury as the Authority and **[insert Supplier’s name and DUNS number]** 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 the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

1. **For the purposes of the Agreement, the Contracting Authority and the Supplier agree as follows:** 
   1. The Supplier must have capacity to provide any of the deliverables under this contract to primarily the United Kingdom but also the international market. This may be direct by the Supplier or by their Key Subcontractor(s), subject to the agreement of the Authority.
   2. This Contract shall be a Concessions Contract, and therefore there is no actual value in terms of Spend for the Contracting Authority.
   3. The specification of the Services to be supplied is as set out in Annex 2 – Statement of Requirement and the Supplier’s response to the Mandatory Questions can be found in Annex 3 – Mandatory Information.
   4. The Term shall commence on [date] (the “Start Date”) and the Expiry Date shall be [date]. The Customer reserves the option to extend the contract by two (2) periods of two (2) years**.**
   5. The address for notices of the Parties are:

|  |  |
| --- | --- |
| **Contracting Authority** | **Supplier** |
| **HM Treasury  1 Horse Guards Road**  **London**  **SW1A 2HQ** | [***insert name and address of Supplier****]*  Attention: *[****insert title***]  Email: [***insert email address***] |

* 1. The following persons are Key Personnel for the purposes of the Agreement:
     1. For the Supplier:

|  |  |
| --- | --- |
| **Name** | **Title/Role for the Supplier** |
|  |  |

1.7.2 For the Contracting Authority:

|  |  |
| --- | --- |
| **Name** | **Title/Role for the Contracting Authority** |
|  |  |

* 1. The Contracting Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Contracting Authority, or is of a type otherwise advised by the Contracting Authority (each such conviction a “Relevant Conviction”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

1. **Payment**
   1. As there is no cost to the Contracting Authority for this requirement, there is no immediate need for a payment and invoicing system to be in place.
   2. The Contracting Authority won’t be charged or invoiced for this requirement, however they will accrue revenue from the requirement. This revenue will be generated as a portion of the fees charged by the supplier to Accredited Training Organisations (ATOs) and individual trainers. This process will be overseen by the Joint Management Board (JMB) and the payment of this revenue will be agreed by both the Contracting Authority and the Supplier.
   3. In consideration of the appointment of the Supplier and the licences granted to the Supplier by the Conditions, the Supplier shall pay the Authority a royalty of 25% of all examination fees.
   4. The Authority shall invoice the Supplier for all Authority Revenue and any other payments due from the Supplier under this Agreement as directed by the Authority.

* 1. The Supplier shall pay the amount specified in each invoice issued by the Authority or the Welsh Government hereunder within thirty (30) days of receipt by the Bankers’ Automated Clearing Service (BACS) payable against the bank details issued on the invoice or by such other means of payment as the Authority or Welsh Government shall from time to time notify to the Supplier in writing.
  2. The Supplier shall notify the Authority when a payment is made by BACS and send a remittance advice to:

1. the Authority Credit Controller, Accounting Services (Norwich) with a copy to the Authority’s contract manager; and
2. The Welsh Governments Credit Controller, Accounting Services with a copy to the Authority’s contract manager
   1. setting out all relevant details, including the date and amount of the payment, the period covered and such other details as may be required to enable the Authority and the Welsh Government to relate such payment to the relevant Revenue Statement.
   2. If any amount payable to the Authority or Welsh Government under this Agreement is not paid when due interest shall be payable by the Supplier on the amount outstanding from the due date until the date of actual payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
3. **Insurance**

3.1. The Supplier shall insure under an all risks policy with a reputable insurance company:

* 1. in respect of its public liability to a minimum value of £2 (two) million;
  2. in respect of employers (compulsory) liability to a minimum value of £10 (ten) million[[1]](#footnote-1); and
  3. in respect of professional indemnity insurance to a minimum value of £5 (five) million;

against all loss, damage, actions, claims, demands, costs and expenses arising under or in respect of the Supplier’s obligations under this Agreement and any breach thereof (“**Insurance Cover**”). Except as specified above such insurance shall be kept in force for the duration of this Agreement. The Supplier shall provide to the Authority as soon as reasonably possible full information and appropriate evidence (including without limitation, if required a certificate from the Supplier's broker) as to the scope, cover and validity of the Insurance Cover obtained by the Supplier pursuant to this paragraph 10 (including without limitation as to any relevant exclusions or limitations upon the cover). Such insurance shall require the insurer to give the Authority not less than thirty (30) days’ notice of cancellation, termination or material change and not less than ten (10) days’ notice to the Authority for non-payment of the premium by the Supplier. If the Supplier does not obtain insurance cover in accordance with this paragraph 10 or does not produce evidence of the validity thereof in accordance with this paragraph 10 the Authority shall be entitled (but shall not be obliged) to obtain the Insurance Cover for itself and the Supplier shall forthwith on demand reimburse the Authority for all costs and expenses it may incur in so doing.

1. **Liaison**
   1. For general liaison, your contact should be [name] or, in their absence, [name].
   2. 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 this letter via the e-Sourcing Suite (as used during the procurement process) **within 7 days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

|  |  |
| --- | --- |
| Signed for and on behalf of Her Majesty’s Treasury | |
| Name: [***insert name***]  [***insert job title***] | Name: Buyer name (Procurement) |
| Signature: | Signature: |
| Date: | Date: |
|  |  |

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

|  |  |
| --- | --- |
| Signed for and on behalf of [***insert name of Supplier***] | |
| Name: [***insert name***]  [***insert job title***] |  |
| Signature: | Date: |

1. \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to sole traders. [↑](#footnote-ref-1)