

REDACTED
JBA Consulting
Bank Quay House
Sankey Street
WARRINGTON
Cheshire
WA1 1NN

Attn: **REDACTED**
Email: **REDACTED**

Date: 7th November 2016

Procurement ref: CCCC16A62

Dear Madam,

Award of contract for the supply of National Infrastructure Assessment: Performance Measures

Following your tender / proposal for the supply of research and consultancy advice in relation to the National Infrastructure Assessment to the National Infrastructure Commission, 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 Her Majesty's Treasury as the Authority and JBA Consulting 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 delivered at the Supplier's address at Bank Quay House, Sankey Street, WARRINGTON, Cheshire, WA1 1NN. However, as set out in the Appendix B – Statement of Requirement, it will be necessary to hold regular liaison meetings to be arranged either at the Supplier's premises or the Customer's address at either Eastcheap Court 11 Philpot Lane, London EC3M 8UD or the meeting spaces at 1 Horse Guard Road, London SW1A 2HQ
- 1.2. The charges for the Services shall be as set out in Annex 2. The total contract value shall be £85,119. Any extension made by the Commission to the scope of the requirement that necessitates additional work from the supplier may require an agreement on additional costs. For the avoidance of doubt, any additional costs in excess of the total contract value must be agreed and approved in writing by the National Infrastructure Commission, prior to the associated works being commenced by the Supplier.



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, subject to any clarifications as set out in Annex 5. Where there is conflict Annex 3 shall take precedence.

1.4. The Term shall commence on 4th November 2016 (the "Start Date") and the Expiry Date shall be 3rd February 2017, unless extended or subject to early termination.

1.5. The address for notices of the Parties are:

Customer

National Infrastructure Commission
Eastcheap Court
1 Philpot Lane,
London EC3M 8UD
Attention: **REDACTED**
Email: **REDACTED**

Supplier

REDACTED
JBA Consulting
Bank Quay House
Sankey Street
WARRINGTON
Cheshire
WA1 1NN
Email: **REDACTED**

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

Name	Title/Role
REDACTED	REDACTED
REDACTED	REDACTED

2. Payment

2.1. Payment can only be made following satisfactory delivery of the pre-agreed certified products and deliverables. Payment will be made in arrears, subject to invoice(s) being submitted for work carried out.

2.2. Before payment can be considered, invoice(s) must include a detailed elemental breakdown of work completed and the associated costs.

2.3. All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts Payable, Finance Team - Finance & HR Operational Services, HM Treasury, Rosebery Court, St Andrew's Business Park, Norwich, NR7 0HS. Within 10 working days of receipt of your countersigned copy of this letter, the Customer will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

2.4. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be returned, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact the HM Treasury's Accounts Payable section either by email to



invoicequeries@hmtreasury.gsi.gov.uk or by telephone on 020 7270 6000 (option 3, then option 4) between 09:00-17:00 Monday to Friday.

3. Liaison

For general liaison your contact will continue to be **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 the enclosed copy of this letter electronically to **REDACTED** at **REDACTED** 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.

4. Additional

Please note the following amendments to the Terms and Conditions published in the Invitation to Tender. These amendments were detailed in the 'Bid Clarifications'.

- 4.1. Liability - The Authority will agree that the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125%, per individual claim, of the Charges paid or payable to the Supplier.
- 4.2. Terms and Conditions 14 Term – 14.2 The Customer may, by giving written notice to the Supplier not less than seven (7) days prior to the Expiry Date, extend this Agreement for a period of up to six (6) months. The provisions of this Agreement will apply throughout any such extended period.
- 4.3. Terms and Conditions – 15 Termination – 15.1 The Customer gives the Supplier seven (7) days written notice.

Yours faithfully,

Signed for The National Infrastructure Commission (“the Customer”)

Name: **REDACTED**
REDACTED

Signature:

REDACTED

Date: 7th November 2016

ARR

OFFICIAL



Crown
Commercial
Service

OFFICIAL

2nd Floor, Aviation House,
125 Kingsway,
London WC2B 6NH

T 0207 276 8886
E
ManagedProcurementService@crowncomme
rcial.gov.uk
www.gov.uk/ccs

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

Signed for and on behalf of JBA Consulting (“the Supplier”)

Name: **REDACTED**

Director

Signature:

Date:

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