



**Ernst & Young LLP  
1 More London Place  
London  
SE1 2AF**

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

Date: 09/08/2017

Procurement ref: CCCC17A55

Dear Sir,

**Award of contract for the supply of Consultancy for National Infrastructure Commission study: International best practice in using technology to improve infrastructure productivity**

Following your tender / proposal for the supply of consultancy services to the National Infrastructure Commission (an Executive Agency of Her Majesty's Treasury) 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 to the National Infrastructure Commission (an Executive Agency of Her Majesty's Treasury) as the Customer and Ernst & Young LLP 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 – Agreement Conditions' 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 the Suppliers premises at 1 More London Place SE1 2AF. Frequent meetings will need to take place with the National Infrastructure Commission at the Supplier's offices, or at the NIC's offices at Eastcheap Court 11 Philpot Lane, London EC3M 8UD and/or 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 – Price Schedule'. The total contract value shall be £63,084. Should the Authority wish to extend the scope of services the contract may need to be varied in accordance with the Annex 1 and reasonable costs agreed between the Authority and the Supplier.
- 1.3. The specification of the Services to be supplied is as set out in 'Annex 3 – Statement of Requirement' and within the Supplier's response at 'Annex 4 – Provider Response' subject to any

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clarifications as set out in 'Annex 5 – Bid Clarification'. Where there is conflict Annex 3 shall take precedence.

1.4. The Term shall commence on 10/08/2017 (the "Start Date") and the Expiry Date shall be 13/09/2017 unless extended or subject to early termination. The Authority reserves the option to extend the contract by up to two weeks.

1.5. The address for notices of the Parties are:

Customer	Supplier
National Infrastructure Commission Eastcheap Court 11 Philpot Lane, London EC3M 8UD Attention: REDACTED	Ernst & Young LLP 1 More London Place London SE1 2AF Attention: REDACTED

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

Name	Title/Role
REDACTED	REDACTED
REDACTED	REDACTED

1.7. The Customer 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 Customer, or is of a type otherwise advised by the Customer (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.

## 2. Payment

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.

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

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.



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](mailto: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 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 pdf version of this letter by email only to REDACTED at the above address **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.

Yours faithfully,

Signed for and on behalf of National Infrastructure Commission (an Executive Agency of Her Majesty's Treasury) ("the Customer")

Name: REDACTED

Signature:

REDACTED

Date: 09/08/2017

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

Signed for and on behalf of Ernst & Young LLP ("the Supplier")

Name: REDACTED

Signature:

Date:

REDACTED