



Tibbalds Planning and Urban Design
19 Maltings Place
169 Tower Bridge Road
London
SE1 3JB

14 May 2019

Contract Number: CPD/004/119/220

CONTRACT AWARD LETTER

Contract for Design Manual Development - Planning Practice Guidance

1. The documents listed below form a binding contract (the “Contract”) between Tibbalds Planning and Urban Design with offices at 19 Maltings Place, 169 Tower Bridge Road, London, SE1 3JB (the “Supplier”) and the Secretary of State for the Ministry of Housing, Communities and Local Government (“MHCLG”):
 - i. 01. this Contract Award Letter;
 - ii. 02. the Statement of Requirements (Appendix B);
 - iii. 03. the Contract Terms and Conditions v2.0 (Appendix C);
 - iv. 04. the Price Schedule (Appendix E);
 - v. 05. the Supplier’s Clarification Response dated 29 April 2019 (Annex A)
 - vi. 06. the Supplier’s Tender (Annex B).
2. In the event of conflict between any of the documents forming the Contract, the conflict shall be resolved by giving precedence to the documents in the order set out above.
3. In consideration of the full and proper performance by the Supplier of this Contract and subject to the other terms of this Contract, MHCLG shall pay the prices, rates and expenses specified in the Price Schedule (Annex C).

Contract Term

4. Subject to any termination provisions within the Contract, the initial term of the Contract shall commence on 27 May 2019 (the “Effective Date”) and shall terminate on 30 August 2019. *MHCLG reserves the right to extend the term of the Contract by up to 3 months by giving the Supplier not less than one week written notice. MHCLG cannot guarantee any extension.*
5. Not Used.



Prices and Invoicing

6. The **maximum price** for the initial term of the Contract is £48,616.25 (exclusive of Value Added Tax (VAT)). The following milestone payments have been agreed:

REDACTED
REDACTED
REDACTED

7. All invoices are to be submitted to: **REDACTED**
8. Invoices must quote MHCLG's contract number and purchase order number (to be confirmed) and an appropriate description. Failure to do so may result in a delay in payment for which MHCLG cannot be held responsible.
9. Invoices must also quote MHCLG's vendor number. If the Supplier has not received a vendor number, the Supplier should complete a SAP7B form (available on request) and send it to MHCLG's Commercial Representative.

Contract Representatives

10. MHCLG's representatives for this Contract are:

Commercial Representative:

REDACTED

Contract Manager:

REDACTED

11. The Supplier's representative for this Contract is:

REDACTED

12. The Key Personnel are as follows:

REDACTED	Director - Tibbalds
REDACTED	Director - Tibbalds
REDACTED	Associate - Tibbalds
REDACTED	Director - Design Council
REDACTED	Cities Programme lead - Design Council

Tax

13. MHCLG may consult Her Majesty's Revenue and Customs (HMRC) for advice as to whether Schedule D or E tax applies to payments made under this Contract. The decision will be based upon the content of the Contract. Copies of the Contract may be submitted to HMRC. As there may be some delay before the decision is made, it may be necessary for MHCLG to deduct tax from early payments under the Contract. Such tax will be refunded if HMRC advise that Schedule D tax applies.



Premises

14. The Services are to be performed at the Supplier's premises.

Execution

15. The Parties have executed and delivered this Contract as of the Effective Date.

Signed _____

Signed _____

Name _____

Name _____

Position _____

Position _____

Date _____

Date _____

for and on behalf of the
Secretary of State for **Housing,**
Communities & Local Government

for the **Supplier**

Please confirm acceptance of this Contract as soon as possible by signing and returning this document to **REDACTED**. MHCLG will accept a PDF version.