

Ove Arup & Partners Ltd

REDACTED

Attn: REDACTED

REDACTED

Date: 13th April 2017

Procurement ref: CCCC17A17

Dear Sir/Madam,

Contract for the supply of NIC-Infrastructure Governance

Following your tender / proposal for the supply of Infrastructure Governance Research 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 the National Infrastructure Commission as the Customer and Ove Arup & Partners Ltd 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:

The Services shall be performed at **the Supplier’s premises at REDACTED**

- 1.1. The charges for the Services shall be as set out in Annex 2. The total contract value shall be £70,000.00 excluding VAT.
- 1.2. 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.
- 1.3. The Term shall commence on 20th April 2017 (the “Start Date”) and the Expiry Date shall be upon completion of the research. This is expected to take approximately 4 months.
- 1.4. The address for notices of the Parties are:

Customer

National Infrastructure Commission

Supplier

Ove Arup & Partners Ltd

REDACTED

Attention: REDACTED

Email: REDACTED

REDACTED

Attention: REDACTED

Email: REDACTED

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

Name	Title/Role
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

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.

40% of the capped fee will be paid at milestone 3; the remaining fee (60% of the overall value) will be paid on the successful completion of milestone 4. Each milestone is as described in Annex 3, Section 3.

All invoices must be sent, quoting a valid purchase order number (PO Number), to: REDACTED. 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.

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 via the e-sourcing portal **within 2** 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. You are reminded that no engagement with the Contracting Authority is permitted until a copy of the signed contract is received.

Yours faithfully,

On behalf of the National Infrastructure Commission

REDACTED

Category Specialist

REDACTED

13th April 2017

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

Signed for and on behalf of Ove Arup & Partners Ltd (“the Supplier”)

Name:

Job Title:

Signature:

Date:

Signed for and on behalf of the National Infrastructure Commission (“the Customer”)

Name:

Job Title:

Signature:

Date: