



# Department for Transport

Jacobs  
2<sup>nd</sup> Floor, Cottons Centre  
Cottons Lane  
London  
SE1 2QC

Via email

Commercial Relationship Advisor  
Department for Transport  
Great Minster House  
33 Horseferry Road  
London SW1P 4DR

Mobile:

E-mail:  
Website: [www.gov.uk/dft](http://www.gov.uk/dft)

3 March 2021

Dear

## Procurement Reference TTWO0112 Demand Driver Generator (DDG) Re-build Peer Review

On behalf of the Secretary of State for Transport, I am writing to inform you to thank you for your proposal which was submitted in response to the Department's invitation to tender for the above work package.

The proposal has been carefully evaluated and I am pleased to inform you that your proposal has been successful.

Please see the below feedback provided by the Department's Project Sponsor:

Q	Score	Commentary
5.1		
5.2		
5.3		

**THIS AGREEMENT** is made on the 3<sup>rd</sup> March 2021

**BETWEEN:**

- (1) **Department for Transport**; and
- (2) **Jacobs UK Ltd, 2<sup>nd</sup> Floor, Cottons Centre, Cottons Lane, London SE1 2QC** (“the *Supplier*”).

**WHEREAS:**

- (A) The Consultant has been appointed to the Specialist Technical Advice for Rail and other Transport Modes (STARTwo) Framework and has entered into a framework agreement in relation to its appointment (the “Framework Agreement”).
- (B) The Employer wishes to appoint the Consultant to provide certain services outlined in the Department’s ITT pack issued on **16<sup>th</sup> February 2021**. The contract is awarded for the services will be priced on a fixed charge basis (in accordance with the STAR Framework rules). The contract period will commence from **8<sup>th</sup> March 2021** and conclude on **30<sup>th</sup> September 2021**.
- (C) The Consultant has submitted a Proposal dated **24<sup>th</sup> February 2021** in response to the *Employer’s* Service Description and Response Guidance in accordance with terms of the Framework Agreement. The *Employer* has examined the Consultant’s said tender and subject to the provisions of this contract is willing to engage the Consultant to carry out those services in accordance with this contract on a time charge basis.

**NOW IT IS AGREED THAT:**

1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC4 Professional Services Contract *Conditions of Contract*.
2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:
  - (i) The NEC *Conditions of Contract* are the NEC4 Professional Services Contract dated June 2017;

- (ii) The Contract Data Part One including, the Option Z clauses set out in the Contract Data Part One;
  - (iii) The Contract Data Part Two;
  - (iv) The terms of the Framework Agreement insofar as they relate to the provision of services;
  - (v) Your signed COI declarations dated **24<sup>th</sup> February 2021**.
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1 and Service Description) in accordance with this contract.
4. Given the sensitive nature and the Specialist Technical Advisory resource required for this project over this period, should the named resource not be available the Supplier will:
- notify DfT in writing immediately using the Change Control Form
  - provide suitably qualified and experienced resources, who will work to an equivalent standard
  - the Supplier will cover all costs of hand-over to the new resources including:
    - o making them available for hand-over meetings with the named resources
    - o only charging DfT for the new resources once they are fully up to speed and productive
5. The *Supplier* reaffirms that, under Section 14 of the Framework Agreement, the *Supplier* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.
6. In consideration of the provision by the Supplier of the Services the *Employer* shall pay to the *Supplier* the amount due in accordance with this contract.
7. You must be in possession of a purchase order (PO), before commencing any work under this contract. You will be informed of the PO for this contract in due course. Prior to issuing an invoice to the below address, a Schedule 10 application for payment must be sent to and approved by the Contract Manager. Invoices submitted to the Department **must also quote the PO number** and must be submitted as directed **in the PO to:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer's* rights to issue instructions in accordance with this contract.

9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and the contract manager [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

IN WITNESS WHEREOF the Parties have entered into the Agreement on the date written above.

Signed by:

[Redacted Signature]

Name: [Redacted Name]

Position: **Commercial Relationship Advisor**

On behalf of the Secretary of Transport (*Employer*)

and

[Redacted Signature]

Signed by: .....

Name: ..... [Redacted Name] .....

Position: Authorised Signatory & Head of Operations

On behalf *Jacobs UK Ltd (Supplier)*