



The Fire Protection Association
London Road
Moreton-in-the-Marsh
Gloucestershire
GL56 0RH

Date 16 April 2019

Contract Number: CPD/004/119/231

CONTRACT AWARD LETTER

CONTRACT FOR FIRE SAFETY TESTING OF HPL CLADDING

1. The documents listed below form a binding contract (the "Contract") between The Fire Protection Association with offices at London Road, Moreton In Marsh, Gloucestershire, GL56 0RH (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 Specification (Appendix B);
 - iii. 03. the Contract Terms and Conditions (Appendix C);
 - iv. 04. the Price Schedule (Appendix E);
 - v. 05. the Supplier's Clarification Responses dated 09 April 2019 (Annex B);
 - vi. 06. the Supplier's Tender dated 28 March 2019 (Annex A).
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 (Appendix E).

Contract Term

4. Subject to any termination provisions within the Contract, the term of the Contract shall commence on 17 April 2019 (the "Effective Date") and shall terminate on 31 May 2019. *MHCLG reserves the right to extend the term of the Contract by up to 3 months by giving the Supplier not less than 10 days written notice. MHCLG cannot guarantee any extension.*

Prices and Invoicing

5. The firm price for the initial term of the Contract is £40,000 (exclusive of VAT).
6. All invoices are to be submitted to: **REDACTED**.



7. 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.
8. 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

9. MHCLG's representatives for this Contract are:

REDACTED

10. The Supplier's representative for this Contract are:

REDACTED

11. The Supplier's Key Personnel are as follows:

REDACTED
REDACTED
REDACTED

Tax

12. 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

13. The Services are to be performed at the Supplier's Premises:

Execution

14. 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