



Element Energy



Attn: [Redacted]



Date: 7<sup>th</sup> July 2017

Procurement ref: CCSN17A08

Dear [Redacted],

**Award of contract for the supply of Cost analysis of future heat infrastructure options**

Following your tender / proposal for the supply of Cost analysis of future heat infrastructure options to 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 National Infrastructure Commission as the Customer and Element Energy 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:**

- 1.1. The Services shall be performed at [Redacted] (Supplier’s premises). However frequent meeting will need to take place with the Authority who are based in the City of London
- 1.2. The charges for the Services shall be as set out in Annex 2. The total contract value shall be £78,768.75 (excl. VAT), including all extension options.
- 1.3. 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.
- 1.4. The Term shall commence on 10<sup>th</sup> July 2017 (the “Start Date”) and the Expiry Date shall be 11<sup>th</sup> December 2017. The Authority reserves the option to extend the contract by one week.



[Redacted]

T [Redacted]  
E [Redacted]

www.gov.uk/ccs

1.5. The address for notices of the Parties are:

**Customer**

National Infrastructure Commission

[Redacted]

Attention: [Redacted]  
Email: [Redacted]

**Supplier**

Element Energy

[Redacted]

Attention: [Redacted]  
Email: [Redacted]

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

Name	Title/Role
[Redacted]	Sourcing Executive
[Redacted]	Energy Policy Advisor

**2. Payment**

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice 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: HM Treasury

Finance Department, [Redacted]. 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.

**3. Liaison**

For general liaison your contact will continue to be [Redacted] ([Redacted]) or, in their absence, [Redacted] ([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 through the CCS e-Sourcing portal within 5 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 (“the Customer”)

Name:

Energy Policy Advisor

Signature:

Date: 7<sup>th</sup> July 2017

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

Signed for and on behalf of Element Energy (“the Supplier”)

Name:

Director

Signature:

Date: 27<sup>th</sup> July 2017