



# Department for Transport

JMP Systra  
Innovation Court  
121 Edmund Street  
Birmingham  
B3 2HJ  
United Kingdom

for Transport  
Procurement Excellence Team  
Great Minster House  
33 Horseferry Road  
London SW1P 4DR

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Web Site: [www.dft.gov.uk](http://www.dft.gov.uk)

16th December 2016

Dear

## STAR PACKAGE ORDER PPRO 04/101/043

### Enhanced Passenger Compensation Project – Supporting Advisor Role Northern Rail and Chiltern Railways

**THIS AGREEMENT** is made on the 16<sup>th</sup> December 2016

#### **BETWEEN:**

- (1) **Department for Transport, Great Minster House, 33 Horseferry Road, London SW1P 4DR** (“the **Employer**”) and
- (2) **JMP Systra, Innovation Court, 121 Edmund Street, Birmingham, B3 2HJ, United Kingdom** (“the **Supplier**”).

#### **WHEREAS:**

(A) The Supplier has been appointed to the Specialist Technical Advice for Rail (STAR) Framework and has entered into a framework agreement in relation to its appointment (the “Framework Agreement”).

(B) The *Employer* wishes to appoint the Supplier to provide certain SUPPORTING ADVISOR services outlined in the Department’s Service Description issued on 5<sup>th</sup> August 2016 and subsequent clarifications. The contract will commence from 19<sup>th</sup>

December 2016 and conclude 31<sup>st</sup> March 2019. The Supplier has submitted a Proposal dated 26<sup>th</sup> August 2016 and 6<sup>th</sup> October 2016 in response to the *Employer's Work Package Request Form* in accordance with terms of the Framework Agreement. The *Employer* has examined the Supplier's said tender and subject to the provisions of this contract is willing to engage the Supplier to carry out those Supporting Advisor services in accordance with this contract.

**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 *NEC 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 NEC Professional Services Contract (Third Edition April 2013 with amendments June 2006 and September 2011) together with and as amended by Dispute Resolution Option W2, and Secondary Option Clauses as specified in the Contract Data Part One, Y(UK)2 (with amendments dated September 2011);
  - (ii) The Contract Data Part One (amended – see attachment) 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 resource and pricing schedule incorporated in your tender under section Price Response Table 3 – Supporting Advisor – Systra JMP – Chiltern Railways; and Northern Rail”, dated 26<sup>th</sup> August 2016, and updated on 6<sup>th</sup> October 2016.
  - (vi) Your signed COI declarations dated 26<sup>th</sup> August 2016.
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1) in accordance with this contract.

4. Due to the sensitive political nature of this work package and required TOC involvement, DfT will require the *Supplier* to operate within the provisions in the NEC Professional Services Contract Clause 90 Termination. This provides DfT the ability to terminate the contract should the need arise and pay costs up to that point on a Time and Materials basis.
5. Given the sensitive prolonged nature of the project, and the varying need for advisory resources over this period should the named resources 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
6. 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.
7. 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.
8. 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. Invoices submitted to the Department **must also quote the Purchase Order (PO) Number** and must be submitted as directed **in the PO to:**

**Accounts Payable  
DfT Shared Service Avarto,  
5 Sandringham Park  
Swansea Vale  
Swansea SA7 0EA**

9. 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.

10. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and contact [REDACTED] [@dft.gsi.gov.uk](mailto:[REDACTED]@dft.gsi.gov.uk) to discuss arrangements for the commencement of this work package.

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

Signed by: [REDACTED]

Name: [REDACTED]

Position: **STAR Framework Manager**

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

and

Signed by: .....

Name: .....

Position: .....

On behalf of [Insert Company Name] (*Supplier*)