



Department for Transport

██████████
Leigh Fisher
New City Court
20 St Thomas Street
London
SE1 9RS
United Kingdom

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

Direct Line: 020 7944 ██████████
██████████@dft.gsi.gov.uk

Web Site: www.dft.gov.uk

21st December 2016

Dear ██████████

STAR PACKAGE ORDER PPRO 04/101/044: NSD West and NSD Intercity economic Advisors Work Package B2 Wessex

THIS AGREEMENT is made on the 21st December 2016

BETWEEN:

- (1) **Department for Transport, Great Minster House, 33 Horseferry Road, London SW1P 4DR (“the Employer”)** and
- (2) **Leigh Fisher, New City Court, 20 St Thomas Street, London, SE1 9RS, United Kingdom (“the Supplier”).**

WHEREAS:

The contract is for a period of 24 months with an option to extend by 12 months, plus an option to extend by a further 12 months.

- (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 services outlined in the Department's Service Description issued on 25th August 2016 and subsequent clarifications. The contract will commence from 1st June 2016 and conclude 1st June 2018. The contract will commence from 3rd January 2017 and conclude 3rd January 2019, with the option to extend to 3rd January 2020 and a further option to extend to 3rd January 2021.

(C) The Supplier has submitted a Proposal dated 21st September 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 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 (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 under your reference table 1 "Day Rates – Leigh Fisher" and Table 2 "Day rates – Tracsis", dated 21st September 2016.
 - (vi) Your signed COI declarations dated 21st September 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. 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.
5. 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.
6. 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 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**

7. 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.
8. 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 Contract Manager**;
On behalf of the Secretary of for Transport (*Employer*)

and

Signed by:

Name:

Position:

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