



Department for Transport

██████████
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Web Site: www.dft.gov.uk

26th May 2017

Dear ██████████

STAR PACKAGE ORDER PPRO 04/101/080: Commercial Advisor for South Eastern Franchise

THIS AGREEMENT is made on the 26th May 2017

BETWEEN:

- (1) **Department for Transport;** and
- (2) **Roland Berger Limited, 55 Baker Street, London, W1U 8EW, United Kingdom**
("the **Supplier**").

WHEREAS:

- (A) The Consultant 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 Consultant to provide certain services outlined in the Department's Service Description issued on 28th April 2017 and subsequent clarifications. The contract is set to commence on 26th May 2017 and will conclude on 7th February 2018 (approximately 190 working days) capped at £260,000 (including VAT)

(C) Appointment of individuals for this contract is subject to security requirements stated in para 12.7 of the Framework Agreement, and requires that all staff who will have regular access to, or will be based at the Employer's premises have completed the Employer's Baseline Personnel Security Standard (BPSS)

<https://www.gov.uk/government/publications/security-policy-framework>.

The named individuals for this contract are as follows:

██████████ – Cleared
██████████ – Cleared
██████████ – Awaiting Clearance
██████████ – Awaiting Clearance.

The DfT will confirm when clearance has been received for the two individuals currently being processed.

(D) The Consultant has submitted a Proposal dated 10th May 2017 and subsequent clarifications in response to the *Employer's Work Package Request Form* 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.

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 under your reference “2016-05-10-SouthEasternCommericalAdvisor-Price-vFINAL.pdf and subsequent clarifications”, dated 10th May 2017.
- (vi) Your signed COI declarations dated 24th May 2017.

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, the DfT will require to operate within the provisions in the NEC Professional Services Contract Clause 90 Termination. This provides the ability to terminate the contract should the need arise and pay costs up to that point on a Time and Material basis subject to the Supplier complying with his obligations and the Key Performance Indicators agreed for the work package services

Given the sensitive nature and the specialist Technical advisory resources required for this project 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

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. 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**

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 contact [REDACTED] [REDACTED] [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: [REDACTED]

Name: [REDACTED]

Position: Partner (on behalf of Roland Berger Limited)

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