



Qinetiq Ltd
REDACT

Attn: **REDACT**

REDACT

Date: 08/10/2018

Procurement ref: CCZN18A11

Dear Sir,

Award of contract for the Provision of Third Party Integration

Following your tender / proposal for the Provision of Third Party Integration for Department for Transport (DfT), 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 the Department for Transport (DfT) as the Customer and Qinetiq Ltd 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 an agreed location which will be confirmed by both parties during the inception meeting to be held at the Customer’s address: REDACT
- 1.2. The charges for the Services shall be as set out in Annex 2. The total Contract value shall be £76,984.41.
- 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. Where there is conflict Annex 3 shall take precedence.
- 1.4. The Term shall commence upon Contract Award for a period of nine (9) months. There will be no option to extend this Contract.

1.5. The address for notices of the Parties are:

Customer

Supplier



Department for Transport (DfT)
REDACT

Qinetiq Ltd
REDACT

Attention: REDACT
Email: REDACT
Mobile: REDACT

Attention: REDACT
Email: REDACT

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

Name	Title/Role
REDACT	Science & Technology Advisor
REDACT	Commercial Relationship Management Assistant

1.7. The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

2. Payment

- 2.1. Purchase order will be raised and the Supplier should issue invoices in accordance with the milestones as set out in paragraph 7.1 above
- 2.2. Invoices must show the Customer’s purchase order number. This information will be handed over at the inception meeting.
- 2.3. The Supplier must send the invoice (no accompanying information needs to be included with this invoice) to the Customer’s Shared Service Centre at:

DfT Shared Services Centre
5 Sandringham Park
Lansamlet
Swansea Vale
Swansea
SA7 0EA

- 2.4. The payment mechanism shall be Milestone Payments. Invoices shall be submitted for amounts to be agreed by the parties at the inception meeting, indicative of the provider’s bid submission and the Delivery Plan as set out in section 9.1.
- 2.5. Payments will be made on satisfactory performance of the services, at the payment points defined as per the schedule of payments. At each payment point set criteria as defined in the Delivery



Plan will be used as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority.

2.6. If the provider is late in meeting a specific milestone, that payment and subsequent milestone payments will not be made until the progress of the work is back on schedule.

3. Liaison

For general liaison your contact will continue to be REDACT or, in their absence, REDACT

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 a copy of this letter via the eSourcing Portal **within 7** 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. You are reminded that no engagement with the Contracting Authority is permitted until a copy of the signed contract is received.

Yours faithfully,

Signed for and on behalf of the Department for Transport

Name: REDACT

Signature REDACT

Date: 12th October 2018

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

Signed for and on behalf of the Qinetiq Ltd

Name: REDACT

Signature: REDACT

Date: 17th October 2018