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**Enterprise Systems Solutions Limited**

**Barton End Barn,  
Barton End,  
Horsley,  
Stroud.  
GL6 0QF**

Attn: **REDACTED**  
**REDACTED**

Date: 25/08/2017

Procurement ref: CCIS17B36

Dear Sir/Madam,

**Award of contract for the Renewal of ESS Support for REDCAP and COPPERS**

Following your proposal for the supply of ESS Support for REDCAP and COPPERS to Ministry of Defence, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Ministry of Defence as the Customer and ESS 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 **the Customer's premises**, predominantly REDACTED
- 1.2. The charges for the Services shall be as set out in Annex 2a and Annex 2b. The total contract value shall be £765,450.00, including all extension options.
- 1.3. The specification of the Services to be supplied is as set out in Annex 3 (also referred to as Schedule 1) as well as the Suppliers response at Annex 2a and Annex 2b. Where there is conflict Annex 3 shall take precedence.

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1.4. The Term shall commence on 21<sup>st</sup> day August 2017 (the “Start Date”) and the Expiry Date shall be 20<sup>th</sup> day August 2018. **The Authority reserves the option to extend the contract by one period of 12 months.**

1.5. The following DEFCONs apply to this award and should be used in conjunction with Annex 1. Where there is conflict, the DEFCONs will take precedent:

1.5.1. **DEFCON 522** – Payment and Recovery of Sums Due (Annex A)

1.6. The address for notices of the Parties are:

**Customer**

REDACTED

Attention: **REDACTED**  
Email: **REDACTED**

**Supplier**

REDACTED

Attention: **REDACTED**  
Email: **REDACTED**

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

Name	Title/Role
REDACTED	REDACTED

1.8. 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. The terms outlined in DEFCON 522 shall apply to the payment of these service.

2.2. Annex 1 also outlines supplementary information to this.

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 this letter to [technology.operations@crowcommercial.gov.uk](mailto:technology.operations@crowcommercial.gov.uk) referencing the following: **ref: 00Db0egy4\_500b019PXki:ref** . This much be returned **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 Army HQ (“the Customer”)

**Name:** REDACTED

**Job Title:** REDACTED

**Signature:** REDACTED

**Date:** 25/08/2017

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

Signed for and on behalf of ESS Ltd (“the Supplier”)

**Name:** REDACTED

**Job Title:** REDACTED

**Signature:** REDACTED

**Date:** 05/09/2017