

OFFICIAL



REDACTED
Commercial Manager

REDACTED

Tel: REDACTED
Email: REDACTED

REDACTED

Your Reference:
73639

Our Reference: ANPR
701575700

FAO: REDACTED

Date: 9th July 2021

Dear REDACTED,

- A. REDACTED quotation ref. 74466 dated 8 July 2021
- B. Thames Valley Police Framework Agreement, entitled "Automatic Numberplate Recognition (ANPR) Servicing, Maintenance and Associated Services Framework", dated 5 March 2018, ref. "ANPR Collaboration"

REDACTED - Offer of Contract under Thames Valley Police Framework Agreement ref. 'ANPR Collaboration' dated 5 March 2018 for the provision of ANPR upgrade (goods and services)

1. You are hereby informed of the Authority's requirement, which your company has quoted against (under ref. A) and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements, the terms and conditions under the Thames Valley Framework Agreement under ref. B and the additional conditions. The Schedule of Requirements included herein describes the requirements and the additional conditions set out the full Contract terms and conditions which will take effect on acceptance by you of the Authority's Offer.

2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10, returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Authority's Offer must be unqualified. If you do not accept the Authority's Offer within the period specified, then the Authority's Offer will lapse.

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3. No Contract will come into existence until you have accepted the Authority's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any:

- a. work undertaken by you; or
- b. costs incurred by you.

4. When you have accepted the Authority's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.

5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain

6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Authority of your acceptance, and / or ahead of the Authority's announcement of the Contract award.

8. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely,

REDACTED
DNO Commercial Manager

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1. SCHEDULE OF REQUIREMENTS

Ref.	Description	Qty	Unit Price ex VAT	Total Price ex VAT
1	REDACTED	REDACTED	REDACTED	REDACTED
1.1	REDACTED			
1.2	REDACTED			
1.3	REDACTED			
1.4	REDACTED			
1.5	REDACTED			
2	REDACTED			
2.1	REDACTED	REDACTED	REDACTED	REDACTED
3	REDACTED			
3.1	REDACTED	REDACTED	REDACTED	REDACTED
4	REDACTED			
4.1	REDACTED	REDACTED	REDACTED	REDACTED
	REDACTED			
5	REDACTED			
5.1	REDACTED	REDACTED	REDACTED	REDACTED
5.2	REDACTED	REDACTED	REDACTED	REDACTED
5.3	REDACTED	REDACTED	REDACTED	REDACTED
5.4	REDACTED	REDACTED	REDACTED	REDACTED
6	REDACTED			
6.1	REDACTED	REDACTED	REDACTED	REDACTED
6.2	REDACTED	REDACTED	REDACTED	REDACTED
6.3	REDACTED	REDACTED	REDACTED	REDACTED
7	REDACTED			
7.1	REDACTED	REDACTED	REDACTED	REDACTED
7.2	REDACTED	REDACTED	REDACTED	REDACTED
7.3	REDACTED	REDACTED	REDACTED	REDACTED
8	REDACTED			
8.1	REDACTED	REDACTED	REDACTED	REDACTED
	REDACTED			
	Total			REDACTED
9. Option	REDACTED			
9.1	REDACTED	REDACTED	REDACTED	REDACTED
9.2	REDACTED	REDACTED	REDACTED	REDACTED
9.3	REDACTED	REDACTED	REDACTED	REDACTED

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2. GENERAL CONDITIONS

2.1 Scope of Contract

This is a call-off contract under the Thames Valley Police Framework Agreement ref. 'ANPR Collaboration' dated 5th March 2018, entitled "Automatic Numberplate Recognition (ANPR) Servicing, Maintenance and Associated Services Framework". All work shall be performed under those terms and conditions. Should a conflict arise, precedence shall be given to the additional terms and conditions stated below.

3. SPECIFICATIONS, PLANS ETC

3.1 The Authority's requirements are provided in Clause 1. herein (Schedule of Requirements).

3.2 Any included services are to be performed by the Contractor in compliance with the original Contract for the Defence Nuclear Organisations' ANPR systems, contract ref. REDACTED.

3.3 Additional Works

3.3.1 Authority to proceed with work under any option items included in Clause 1 (Schedule of Requirements), or any work items not otherwise listed, shall be approved in accordance with the tasking arrangement below. No work shall be undertaken on a task without the prior approval of the Authority's Commercial Officer.

3.3.2 Each task shall be controlled by the use of a Task Approval Form (TAF), a blank copy of which to be provided by the Authority upon request by the Contractor. Upon identification of additional works, the Contractor shall supply the following information on the TAF:

3.3.2.1 A unique serial number;

3.3.2.2 A comprehensive task description, stating why the works are not covered by the scope of work under Clause 1 (Schedule of Requirements);

3.3.2.3 Proposed task start and end dates;

3.3.2.4 A Firm Price quotation for the work showing a comprehensive breakdown of elements of the quotation including:

- a) Labour hours
- b) Labour rates
- c) Materials and other non-labour costs
- d) Any additional rates, e.g. profit rates

3.3.3 Following the Contractor's completion of the TAF, the Contractor shall forward the TAF to the Authority's Commercial Officer for approval to proceed. Approval and signature of the TAF shall act as acceptance of the TAF, and as authority for the Contractor to commence the work. The approved TAF will act as the formal pricing agreement. No other formal contract amendment or pricing letter will be issued.

4. PRICE

DEFCON 127 (Edn. 12/14) Pricing Fixing Condition for Contracts of a Lesser Value

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4.1 Price

- 4.1.1 The prices payable under the Contract for items ref. 1 to 7 of the Schedule of Requirements (Clause 1), and the option item, shall be FIRM (i.e. not subject to escalation or revision during the course of the Contract). The Firm Prices shall be net, after allowing for all cash and trade discounts, and shall be inclusive of travel and living expenses for Contractor personnel working on the project, documentation, loading, unloading and handling, packaging and carriage, insurance and freight where applicable to the consignee as specified in the Contract.
- 4.1.2 The prices payable for any additional works as contemplated in Clause 3.3 (Additional Works) herein shall be agreed in accordance with DEFCON 127 and authorised in accordance with Clause 3.3.
- 4.1.3 All Contract prices are inclusive of all appropriate taxes (but excluding VAT), royalties, licence fees and the cost of complying with all conditions of the Contract.

5. LOANS

DEFCON 76 (Edn. 06/21) Contractors Personnel at Government Establishments

6. DELIVERY

6.1 Duration

The contract shall commence at the date of Contract Award and shall expire on completion of all required works under the Contract.

Contract Award: 12 July 2021

6.2 Delivery

6.2.1 Items 1, 4 and 5 of the Schedule of Requirements

The Contractor shall deliver all equipment listed in items 1,4 and 5 of Clause 1 (Schedule of Requirements) to REDACTED, unless otherwise directed by the Authority.

- 6.2.2 The Contractor will contact the Authority to arrange a suitable date and time for the installation works for each vehicle.

7. PAYMENTS/ RECEIPTS

DEFCON 522 (Edn. 11/17) Payment and Recovery of Sums Due

DEFCON 513 (Edn. 07/21) Value Added Tax

DEFCON 534 (Edn. 06/21) Subcontracting and Prompt Payment

7.1 Payment

All payments will be made via the C,P&F system only.

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For Schedule of Requirements Items 1,2,3,4 5 and 7: Payment will be made upon delivery of goods and/ or completion of services (as appropriate) and within 30 days of receipt of a valid invoice, made via the C,P&F system.

For Schedule of Requirements Item 6, payment will be made annually in arrears and within 30 days of receipt of a valid invoice to be made via the CP&F system and in accordance with the following payment plan (Note: values shown below include Vehicle systems, Truck system and Covert solution support components):

Year 1: Completion of installation to 31 March 2022 REDACTED

Year 2: 1 April 2022 to 31 March 2023 REDACTED

Year 3: (OPTIONAL) 1 April 2023 to 31 March 2024 REDACTED