



Thales UK Limited
350 Longwater Avenue
Green Park
Reading
RG2 6GF

Attn: REDACTED
REDACTED

Date: 21st July 2017

Procurement ref: CCCC17A56

Dear Sir/Madam,

Award of contract for the Provision of Consultancy for Review of Software Updates and Safety Cases

Following your tender proposal for the Provision of Consultancy for Review of Software Updates and Safety Cases to Department for Transport, 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 Department for Transport as the Customer and Thales UK Limited 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 will be carried out at the Suppliers premises at 350 Longwater Avenue, Green Park, Reading, RG2 6GF. The base location will be Department for Transport offices in London. The Supplier shall travel to DfT premises, London for a maximum of 3 meetings. Travel to any other locations will only be permitted with prior permission of the authority and will be at Department for Transport T&S rates.
- 1.2. The charges for the Services shall be as set out in Annex 2. The total Contract value shall not exceed £50,500.00.
- 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 on Monday 24th July 2017 (the “Start Date”) and the Expiry Date shall be Monday 18th September 2017

1.5. The address for notices of the Parties are:

Customer

Great Minster House,
33 Horseferry Rd,
Westminster,
London
SW1P 4DR

Attention: REDACTED

Email: [REDACTED](#)

Supplier

Thales UK Limited
350 Longwater Avenue
Green Park
Reading
RG2 6GF

Attention: REDACTED

Email: [REDACTED](#)

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

Name	Title/Role
REDACTED	Department for Transport

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

Invoices to be submitted in pounds sterling exclusive of VAT.

Invoices to be submitted to DfT on completion of each agreed milestone as detailed within Annex 3.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

All invoices must be sent, quoting a valid purchase order number (PO Number), to Department for Transport. Invoices are to be submitted on completion of the agreed milestones as detailed within Annex 3.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager).



Non-compliant invoices will be returned, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact Department for Transport Accounts Payable section 09:00-17:00 Monday to Friday.

3. Liaison

For general liaison your contact will be REDACTED, Department for Transport.

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 signed copy of the Contract via the eSourcing portal within 3 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 Department For Transport (“the Customer”)

Name: REDACTED – Lead Commercial Relationship
Manager

Signature: REDACTED

Date: 25 July 2017

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

Signed for and on behalf of Thales UK Limited (“the Supplier”)

Name: REDACTED

Signature:
REDACTED

Date: 24 July 2017