

Dear Sirs

## Offer Of Contract 700059343 for the Provision of Maintenance/Upkeep and Support of Defence Targeting Toolset

1. You are hereby informed of the Authority's requirement and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the 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 no later than 8th July 2020. 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.

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,