**BABCOCK DSG Limited**

**PURCHASE ORDER**

**Contract** **No:** IRM17/2425

**Contract Name:** The Supply of Panama Spares

**Dated:** 8th March 2017

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached

MOD Terms and Conditions for Less Complex Requirements (up to £106,047) (Edn 12/16)

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| **Contractor** | **Quality Assurance Requirement (Clause** | **8)** |  |
| Name: Horiba MIRA LimitedWatling StreetNuneatonWarwickshireCV10 0TU |  AQAP 2120 (Edn 11/09) DEF STAN 05-61 Issue 5 dated 02 Aug 2010 –  Quality Assurance DEF STAN 05-135 Issue 1 dated 10 Jul 2014 – Avoidance of Counterfeit Material ISO 9001:2008 |

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| **Consignor (if different from Contractor’s****registered address)** | **Transport Instructions (Clause** | **10)** |  |
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| Name: Address: | Select method of transport of DeliverablesTo be Delivered by the Contactor [x] [Special Instructions]Carriage Paid DeliveryTo be Collected by the Authority [ ] [Special Instructions]Each consignment of the Deliverables shall be accompanied by a delivery note. |

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| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:Subject: N/A Frequency:      Location:       | The Contractor is required to submit the following Reports:Subject: N/AFrequency:      Method of Delivery:      Delivery Address:       |

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| **Payment (Clause 21)**  |
| Payment is to be enabled by: Commercial InvoiceAddress to which Commercial Invoice (approval for payment) should be sent:I&RM Accounts Payable, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT |

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| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause** | **9** | **)** |
| Forms can be obtained from the following websites:<https://www.aof.mod.uk/aofcontent/tactical/toolkit>(Registration is required).[https://www.gov.uk/government/organisations/ministr y-of-defence/about/procurement#invoice-processing](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing)[https://www.dstan.mod.uk/](https://www.dstan.mod.uk/%20) (Registration is required).The MOD Forms and Documentation referred to in the Conditions are available free of charge from:Ministry of Defence, Forms and Pubs CommodityManagementPO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP(Tel. 01869 256197 Fax: 01869 256824)Applications via email:DESLCSLS-OpsFormsandPubs@mod.ukIf you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:a. The Commercial Officer detailed in the PurchaseOrder, andb. DSA-DLSR-MovTpt-DGHSIS@mod.uk by the following date:or if only hardcopy is available to the addresses below:Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA)Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019MOD Abbey Wood (North) Bristol BS34 8QW |

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| **DEFFORM 111****(Edn 11/16) Appendix - Addresses and Other Information** |
|  | **1. Commercial Officer****Name:** Mr Andrew Johnson**Address:** Category Manager, Babcock DSG Ltd, Defence & Security, Babcock International Group, Building B15, MOD Donnington, Telford, Shropshire, TF2 8JT**Email:** Andrew.Johnson1@babcockinternational.com+44 (0) 1952 673835 |  | **8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 PiccadillyGate, Store Street, Manchester, M1 2WD 44 (0) 161 233 5394 |  |
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|  | **2. Project Manager, Equipment Support Manager or PT Leader** **(from whom technical information is available)****Name:** Mr Nick Black**Address:** Head of Technical, Babcock DSG Ltd, Defence & Security, Babcock International Group, Building B15, MOD Donnington, Telford, Shropshire, TF2 8JT**Email:** Nick.Black@babcockinternational.com +44 (0) 1952 673732 |  | **9. Consignment Instructions**The items are to be consigned as follows:A delivery slot MUST be requested prior to delivery using email: DESDSDA-FMWSLOTS@mod.uk |  |
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|  | **3. Packaging Design Authority**Organisation & point of contact:(Where no address is shown please contact the Project Team in Box 2) |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight CentreIMPORTS  030 679 81113 / 81114 Fax 0117 913 8943EXPORTS  030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946**B. JSCS**JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837[www.freightcollection.com](http://www.freightcollection.com/) |  |
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|  | **4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name:****(b) U.I.N.** |  |  |
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|  | **5. Drawings/Specifications are available from** |  | **11. The Invoice Paying Authority:**I&RM Accounts Payable, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire TF2 8JT**Email:** I&RM-accountspayable@babcockinternational.com |  |
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|  | **6. Intentionally Blank** |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity ManagementPO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** DESLCSLS-OpsFormsandPubs@mod.uk |  |
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|  | **7. Quality Assurance Representative:**Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/>[intranet] or <https://www.dstan.mod.uk/>[extranet, registration needed]. |  | **NOTE**Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD InternetSite: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> |  |
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| **Contractor Commercially Sensitive Information (** | **Clause 5** | **). Not to be published.** |
| Description of Contractor’s Commercially Sensitive Information: |
| Cross reference to location of sensitive information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if Applicable): |
| Contact Details for Transparency / Freedom of Information matters: Name:Position:Address:Telephone Number: E-mail Address: |
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| **Offer and Acceptance** |
| A) The Purchase Order constitutes an offer by theContractor to supply the Deliverables. This is open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £106,047) (Edn 12/16). Name (Block Capitals): Position:For and on behalf of the ContractorAuthorised Signatory ……………………………..Date: | B) AcceptanceName (Block Capitals): Position:For and on behalf of the AuthorityAuthorised Signatory …………………………….Date: |
| C) **Effective Date of Contract:** |

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF PANAMA SPARES**

**SC1A PO (Edn 12/16)**

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| **Deliverables** |
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| **Item****Number** | **MOD Stock****Reference No.** | **Part No.****(where applicable)** | **Specification** | **Consignee****Address Code** (full address is detailed in DEFFORM 96) | **Packaging****Requirements inc. PPQ and DofQ** (as detailed in DEFFORM 96) | **Delivery****Date** | **Total Qty** | **Firm Price (£) Ex VAT** |
| **Per Item** | **Total inc.****packaging (and delivery if specified in the Purchase Order)** |
| 1 | 9RVP/5315998585865 | CH-10-227 | PIN, HOLLOW | XY | Packaging Level APPQ 1D of Q EA |  |  |  |  |
| 2 | 9RVP/2520999876011 | 1026069-PT-03-034 | TRANSMISSION, MECHANICAL | XY | Packaging Level CPPQ 1D of Q EA |  |  |  |  |
| 3 | 9RVP/4310999940491 | 1026069-PN-01-081 | COMPRESSOR UNIT, RECIPROCATING | XY | Packaging Level CPPQ 1D of Q EA |  |  |  |  |
| 4 | 9RVP/5895998199228 | EL-09-769 | ASSY, ITAMS ACTUATOR REC | XY | Packaging Level APPQ 1D of Q AY |  |  |  |  |
|  | **Total Firm Price** | £38,445.00 |

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| **Item****Number** | **Consignee Address (XY code only)** |
| ALL | LEIDOS, C/O KUHNE & NAGEL, RECEIPTS, DONNINGTON, TELFORD, SHROPSHIRE, TF2 8JT |

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**SC1A PO
(Edn 12/16)**
Annex A1 to Schedule of Requirements
Contract No: IRM17/2425

Delivery Details upon Contract Award

PARCEL DELIVERIES TO B5 WAREHOUSE LS DONNINGTON

For parcel deliveries to LS Donnington, the following criteria will apply:

A. Maximum weight per item 25 KG
B. Maximum length per item 80 CM
C. Maximum width per item 80 CM
D. Maximum height per item 40 CM

At the point of Parcel delivery, B5 LS Donnington reserves the right to:

• Not accept a delivery/collection outside of the hours 8.00 to 16:00 (15:30 Friday only)
• Allow up to 5 parcels per supplier per day.
• Defer a delivery to our Docks area if there is a Health and Safety concern.
• Redirect the driver to an approved area/an alternative building for offloading.
• Offer the next available space within the Vehicle Delivery Service if the delivery does not meet the criteria of that above.

LS will not take responsibility for undelivered goods should the company choose not to be re-directed.

PALLET DELIVERIES - LS DONNINGTON

Items requiring delivery to LS that fall outside of the above criteria, should be declared through our Logistics Commodities and Services Vehicle Booking Service (Booking Slots) situated in Trade Receipts, B5 FMW Donnington, using the Email address below. DESDSDA-FMWSLOTS@mod.uk quoting:

1. 13 digit NATO Stock Number (NSN) for deliveries of 10 NSNs or under (multiple pallet deliveries of a single NSN will not be accepted without it).
2. Type of Item (Description).
3. Requirement Change Form (RCF) Number as advised by Project Team.
4. Number of packages / pallets.
5. Any special type of Mechanical Handling aids required.
6. Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive.
7. Supplier / Carrier Details.
8. Contact Number in case of communication failure.
9. Preferable date and time for delivery.
10. A safety data sheet is needed for hazardous items.

NCR Collection

If the booking request is for a Non-Compliant Trade Receipt requiring collection from the Donnington site, the NCR number (NCR 0\*\*\*\*\*), NSN and any covering Documentation is required at the email stage.

DESDSDA-FMWSLOTS@mod.uk

Should the email communication links be unavailable please contact:

Booking Slots Mobile – 07500 123710
Civ – 01952 673322
Receipts Manager 01952 673305
Receipts Supervisor 01952 673389

All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract and shall be accompanied by one delivery note per order / delivery. In addition, to assist with the processing of the receipt and subsequent payment, the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font:

Contract Number
Order Number
NSN
PR Number(where applicable)
Qty

The delivery note shall make no reference to Terms and Conditions other that those stated in the Contract.

Failure to deliver by the agreed date shall enable Babcock DSG (at its option) to be released from any obligation to accept and pay for the Articles and/or cancel all or part of the order without prejudice to any other rights or remedies under the Contract.

All Articles should be packed to the standard stipulated on the Purchase Order and be delivered on a Carriage Paid basis, to the delivery address detailed on the Purchase Order.

**SC1A PO
(Edn 12/16)**
Annex A2 to Schedule of Requirements
Contract No: IRM17/2425

Non-Conforming Deliveries (NCD)

Please note that following a recent amendment to Joint Service Publication (JSP) 886 Vol. 2 Part 1, it is now policy to quarantine and reject any Contractor Deliverables that do not conform to the requirements of the contract.

Should any Contractor Deliverables be deemed as non-conforming by KNGD the Authority will notify the Contractor as to the reason(s) for non-conformance within 5 working days of notification. It will be the responsibility of the Contractor, within 5 working days of notification, to either rectify the problem on site or arrange for the Contractor Deliverables to be collected and rectified at the Contractor's premises and returned to stores within 10 working days of collection at no cost to the crown. The list attached details the reasons upon which a consignment may be rejected.

It is advised however that in certain circumstances the Authority may consider it impractical for the Contractor to undertake any rectification due to geographical location, nature of the non-conformance and/or urgency of need, in these situations the Authority may request stores to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

Reasons for Non-Conformance:

Incorrect DMC/NSN
Incorrect Description
Part/Batch No’s Incorrect
Incorrect PPQ
Incorrect D of Q
Packaging Level incorrect
No Bar Code Labelling
Insufficient/No Test Certificates
Damaged in Transit
Incorrectly Labelled
Incorrect Matcon
No Logo (ISPM 15) Fail
Mixed NSN
Non Codified Item
No Engineering Record Card
No Labelling
No Paperwork
No weight Label
Inadequate Shelf Life
No hazard Data Sheet
Incorrect Quantity - Surplus

**SC1A PO
(Edn 12/16)**
Annex A3 to Schedule of Requirements
Contract No: IRM17/2425

New Stores Reject (NSR)

If the Authority reasonably considers that any Contractor Deliverable fails to comply in all material respects to the specification, a New Stores Reject (NSR) shall be raised by the Authority. Such rejection shall be reported to the Contractor in writing, who will manage it in accordance with paragraph 2 and 3.

Once notified in accordance with paragraph 1 the Contractor shall respond to the Authority’s Representative (Procurement Branch) within 5 Business Days of receipt detailing its offer of repair and/or replacement at no cost to the Authority. The Authority’s Representative (Procurement Branch) shall respond to the Contractors proposed remedy within 5 Business Days.

Once the remedy is agreed between the Authority and the Contractor, the Parties shall agree a reasonable time period within which the NSR shall be fully resolved and the corrected Contractor Deliverables delivered, at the Contractor’s cost, to the Authority’s stated consignee.

**SC1A PO
(Edn 12/16)**
Annex A4 to Schedule of Requirements
Contract No: IRM17/2425

Reservist and other supplier support to the Armed Forces

The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and also Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.

The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:
• Employment of service leavers
• Employment of wounded, injured or sick veterans
• Employment of the partners of service personnel
• Helping local cadet units
• Support to Reservist employees
• Encouragement of Reserve service

Of particular interest to Defence is the need to have more reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, ‘Reserves in the Future Force 2020; Valuable and Valued’ <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf>

The authority therefore encourages all Tenderers, and their suppliers, to:
a. Consider whether they are able to support these objectives; and, if they are;
b. Sign the Corporate Covenant, declaring their support for the Armed Forces community.

Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: The corporate covenant - Detailed guidance - GOV.UK

Specific guidance on how you can support the Reserve Forces, what your support means in practice and what the potential benefits are for you can be found at: www.sabre.mod.uk

Please also provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included in the websites.

Email address: covenant-mailbox@mod.uk
Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.

None of the above is a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract.

However, the Authority very much hopes you will want to provide your support and we are committed to working with you to this end.

**SC1A PO
(Edn 12/16)**
Annex A5 to Schedule of Requirements
Contract No: IRM17/2425

Contract Novation

The Authority may notify the Contractor that agreement has been reached to transfer the business and assets, or substantially all of the business and assets, of the Authority to Babcock DSG. The Contractor agrees that, if it is so notified by the Authority, then with effect from the Completion Date or other date as stipulated by the Authority at its sole discretion:

The Authority’s rights, obligations and liabilities under this Agreement will be automatically transferred to Babcock DSG in place of the Authority without the need for any consent or action by the Contractor or the Authority;

i. Babcock DSG will automatically become responsible for all future obligations (the “Assumed Obligations”) owed by the Authority to the Contractor in respect of this Agreement;

ii. The Authority will be released automatically from the Assumed Obligations.

iii. The Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions.

If this Agreement is novated then Babcock DSG shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof with the prior written consent of the Contractor.

The Contractor shall disclose to Babcock DSG such Confidential Information (which may include commercially sensitive information) as may be requested for the operation of the Agreement. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use its best endeavours to obtain such consent. Babcock DSG shall only use such Confidential Information for purposes relating to the performance of the Agreement and for no other purposes.

The Authority reserves to itself the right at its sole discretion to appoint an agent to manage this Agreement, and to give directions to the Contractor, on its behalf. In the event of such appointment, the Authority will notify the Contractor of the identity of the agent and of the scope of the agent’s authority to so.

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