

BABCOCK

PURCHASE ORDER

Contract Number: IRM19/7236

Contract Name: The Supply of Portable Fire Extinguisher & Bracket

Dated: 5th June 2019

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (Edn 02/18)

Contractor	Quality Assurance Requirement (Clause 8)
<p>Name: Firemark Ltd BFF Business Park Bath Road Bridgwater Somerset TA6 4NZ</p>	<p>AQAP 2110 Edition D 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 9001:2015 (or ISO 9001:2008)</p>

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
<p>Name: Address:</p>	<p>Select method of transport of Deliverables To be Delivered by the Contractor [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.</p>

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>N/A</p>	<p>The Contractor is required to submit the following Reports:</p> <p>N/A</p>

Payment (Clause 14)
<p>Payment is to be enabled via: Commercial Invoice to I&RM-accountspayable@babcockinternational.com</p>

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>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:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Carol Jones
Address: Babcock DSG Ltd, Building B15, MoD Donnington, Telford, TF2 8JT
Email: carol.jones@babcockinternational.com
☎ 01952 967363

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: Ian Bullough
Address: Babcock DSG Ltd, Building B15, MoD Donnington, Telford, TF2 8JT
Email: ian.bullough@Babcockinternational.com
☎ 01952 967285

3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)
☎

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:

☎

(b) U.I.N.

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

Name: Keith Roberts (Keith.Roberts@babcockinternational.com)
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.djif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

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 5397
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

LEIDOS c/o Kuehne & Nagel, Trade Receipts & Issues, Donnington, Telford TF2 8JT

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 8JH
[Air Freight Centre](#)
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
[Surface Freight Centre](#)
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎ 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

11. The Invoice Paying Authority

I&RM Accounts Payable
Babcock DSG Ltd,
Building B15,
MoD Donnington,
Telford,
Shropshire, TF2 8JT
Email: I&RM-accounts payable@babcockinternational.com

12. Forms and Documentation are available through*:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcnott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: DESLCSSL-OpsFormsandPubs@mod.uk

NOTE

Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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:

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 10 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 £118,133) (Edn 02/18).</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <p>Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>MARK FORD</p> <p>Position: COMMERCIAL</p> <p>DIRECTOR EQUIPMENT</p> <p>SUPPORT, LAND</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>Date:</p>
<p>C) Effective Date of Contract:</p>	

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF TENTAGE
INSUALTION PANELS**

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address as 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	4210-99-993-5409		FIRE EXTINGUISHER	DONNINGTON	Pack Code A PPQ =1 DofQ = EA Shelf Life = 60 Months Hazard Code = 2.2	01/07/2019	138		
2	4210-99-299-1278		BRACKET	DONNINGTON	Pack Code A PPQ =1 DofQ = EA	01/07/2019	138		
								Total Firm Price	

Item Number	Consignee Address
All	LEIDOS c/o Kuehne & Nagel, Trade Receipts & Issues, Donnington, Telford TF2 8JT

Delivery Details upon Contract award

DELIVERIES – Kuehne & Nagel Gov Defence (KNGD) DONNINGTON

Each consignment is to be accompanied by a DEFFORM 129J

All Contract Deliverables shall be shipped in accordance with the requirements of the Logistic Commodities and Services Transformation (LCST) Supplier Manual Version LDOC/CMO/V1 dated 21 March 18 and Frequently Asked Questions (FAQs) at Schedule 10 and Schedule 11. Where contradictions exist between the Terms and Conditions and the LCST Supplier Manual the LCST Supplier Manual shall take precedence unless advised otherwise.

In the event that the Contractor does not adhere to the time of delivery notified by Babcock DSG, Babcock DSG shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time.

Non-Conforming Receipts (NCR)

Please note that following a recent amendment to Joint Service Publication (JSP) 886 Vol 2 Part 1, it is now Leidos Supply Ltd 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 Leidos Supply Ltd 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 at Leidos Supply Ltd or arrange for the Contractor Deliverables to be collected and rectified at the Contractor's premises and returned to Leidos Supply Ltd 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 Leidos Supply Ltd 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

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.

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.

Contract Novation

- 1.1 The Authority and Babcock DSG Limited (Company Number 09329025) (**Babcock**) entered into a Land Equipment Service Provision and Transformation Contract dated 31 March 2015 (the **SPC**) in respect of which certain services transfer, on a phased basis, from the Authority to Babcock.
- 1.2 The Contractor acknowledges and agrees that the Authority (in its sole discretion) may transfer its rights and obligations under this Contract to Babcock as part of the transfer of services under the SPC.
- 1.3 Following the receipt of a written notice by the Authority to the Contractor, the Contractor shall enter into the novation agreement set out at Appendix 1 to Annex A5 (the **Novation Agreement**).
- 1.4 Notwithstanding Clause 1.1 above, 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 and/or the Novation Agreement.
- 1.5 The Contractor shall disclose to Babcock such Confidential Information as may be required for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use all reasonable endeavors to obtain such consent.