

Contract LSBU7/0206

For

Supply of BT51 MilliOhm Meter

Contents

This invitation consists of the following documentation:

- Schedule of Requirements
- Contract Conditions
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information

Name and Address of Tenderer:
 Alpha Electronics (Southern) Ltd
 Unit 6, Spectrum Business Estate
 Bircholt road
 Parkwood
 Maidstone
 ME15 9YP

MINISTRY OF DEFENCE
Schedule of Requirements For
 The Supply of BT51 MilliOhm Meter

Contract No:
LSBU7/0206
 Issued On:
30 March 2015

Table I – Articles Required

Item No.	Description	Quantity	Firm Price (£) EX VAT
1	W115 6625-99-7632517 Bt51 MILLIOHM METER	23 PPQ 1	Per EA £1,385.00
		Total	£31,855.00

Table II – Articles Required

Packaging Requirements:
 COMMERCIAL PACKAGING

Table III – Delivery of Articles

DELIVERY TO BE COMPLETED 05 JUNE 2015 OR EARLIER	<u>CONDITIONS OF CONTRACT</u> This Contract is subject to the Terms and Conditions of Contract
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CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

DEFCON 68 (Edn 11/14) - Supply of Data For Hazardous Articles, Materials And Substances

DEFCON 113 (Edn 10/04) - Diversion Orders

DEFCON 129 (Edn 3/14) - Packaging for Articles other than Munitions

DEFCON 501 (Edn 12/14) - Definitions and Interpretations

DEFCON 502 (Edn 06/14) - Specifications

DEFCON 503 (Edn 12/14) - Formal Amendments to Contract

DEFCON 507 (Edn 10/98) - Delivery

DEFCON 509 (Edn 09/97) - Recovery of Sums Due

DEFCON 513 (Edn 06/10) - Value Added Tax

DEFCON 515 (Edn 10/04) - Bankruptcy and Insolvency

DEFCON 516 (Edn 04/12) - Equality

DEFCON 518 (Edn 11/12) - Transfer

DEFCON 520 (Edn 07/11) - Corrupt Gifts and Payments of Commission

DEFCON 521 (Edn 04/12) - Sub-Contracting To Supported Businesses

DEFCON 522 (Edn 07/99) - Payment

Note: DEFFORM 522A is not attached. For the purposes of this Contract and DEFCON 522 the "Relevant Form" shall be Commercial Invoice/Brown copy of MOD Form 640 and the "Representative of the Authority" shall be Head of E Ops Resources, DSG Land Supply Telford, Building B15, MOD Donnington, Telford TF2 8JT unless otherwise specified elsewhere in the Contract.

With regard to paragraph 3 of DEFCON 522, the Contractor shall submit all claims for payment to the Bill Paying Branch using a properly completed DAB Form 10.

DEFCON 523 (Edn 03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON 524 (Edn 10/98) - Rejection

DEFCON 525 (Edn 10/98) - Acceptance

DEFCON 526 (Edn 08/02) - Notices

DEFCON 527 (Edn 09/97) - Waiver

DEFCON 528 (Edn 05/12) - Overseas Expenditure and Import and Export Licences

Note: The Contractor's attention is drawn to Clause 1 of DEFCON 528 requiring notification of overseas expenditure.

DEFCON 529 (Edn 09/97) - Law (English)

DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)

DEFCON 531 (Edn 11/14) - Disclosure of Information

DEFCON 532A (Edn 06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/97) - Prompt Payment (Sub-Contracts)

DEFCON 537 (Edn 06/02) - Rights of Third Parties

DEFCON 538 (Edn 06/02) - Severability

DEFCON 539 (Edn 08/13) - Transparency

DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

DEFCON 566 (Edn 07/14) - Change of Control of Contractor

DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 609 (Edn 06/14) - Contractor's Records

DEFCON 612 (Edn 10/98) - Loss of or Damage to the Articles

DEFCON 614 (Edn 09/03) - Default

DEFCON 619A (Edn 09/97) - Customs Duty Drawback

DEFCON 620 (Edn 06/14) - Contract Change Control Procedure

DEFCON 621B (Edn 10/04) - Transport (if the Contractor is responsible for Transport)

DEFCON 624 (Edn 11/13) - Use of Asbestos

DEFCON 632 (Edn 08/12) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 644 (Edn 06/13) - Marking of Articles

DEFENCE ELECTRONIC COMMERCE SERVICE (DECS)

During the period of the Contract, the Authority may wish to switch from a manual system of tasking/receipt/payment to an electronic system. Further details will be provided when available, at which point the Authority will seek the Contractor's agreements that:

- i. DEFCON 5J (Edn 07/08) will supersede DEFCON 5 and any other conditions which are linked to DEFCON 5 shall operate under DEFCON 5J.
- ii. DEFCON 129J (Edn 07/08) - The Use of Electronic Business Delivery Form shall apply.

- iii. DEFCON 522J (Edn 05/03) - Payment under P2P shall apply.
- iv. DEFCON 522JA (Edn 04/09) – Payment under P2P (Matching the Invoice and Order (Two-Way Match))

COMPLIANCE WITH ELECTRONIC TRANSACTIONS AGREEMENT (Shall only apply to orders delivered via DECS)

The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30 (Edn 02/14). The sending by the Contractor of an "Acknowledgement of Receipt" Message is to be regarded as acceptance of the Purchase Order Message to which it refers, unless the Purchase Order Message itself constitutes acceptance in accordance with the terms and conditions of the Contract. Messages under DEFFORM 30 (Edn 02/14) received by the Contractor shall be regarded as having been authorised by the Authority.

EXISTING CONTRACTS CREATED OFF-LINE (Shall only apply to orders delivered via DECS)

Where an offer and acceptance has already taken place off-line to establish the Contract, the Authority shall issue a Purchase Order Message in order to establish Unique Order Identifiers for the Items on the Schedule of Requirements for the purpose of subsequent P2P transactions. The Contractor shall respond with an Acknowledgement Message. In these circumstances, Purchase Order Message serve only to convey to the Contractor the information necessary against which to supply an item, prepare a delivery label and to submit an Invoice Message; the Purchase Order Acknowledgement Message serves only to confirm receipt of a Purchase Order Message. No new contract is understood to be formed by this Purchase Order transaction. The Authority shall hold the Contractor harmless for any delay or failure by the Authority to issue a Purchase Order. However, any delay or failure to issue a Purchase Order shall not relieve the Contractor of his obligations under the Contract.

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT NOVATION

1.1 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 DSG Newco. 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:

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

1.1.2 DSG Newco will automatically become responsible for all future obligations (the "Assumed Obligations") owed by the Authority to the Contractor in respect of this Contract;

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

1.2 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.

1.3 If this Contract is novated pursuant to Clause 1.1 above then DSG Newco shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior written consent of the Contractor.

1.4 The Contractor shall disclose to DSG Newco such Confidential Information (which may include commercially sensitive information) as may be requested for the operation of the Contract. Where third-party consent is required before such Confidential Information can

be disclosed, the Contractor shall use its best endeavours to obtain such consent. DSG Newco shall only use such Confidential Information for purposes relating to the performance of the Contract and for no other purposes.

1.5 The Authority reserves to itself the right at its sole discretion to appoint an agent to manage this Contract, 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 act.

"Completion Date" means the day when Completion takes place.

"Completion" means completion of the transfer and acquisition of the business of the DSG Trading Fund.

"DSG Newco" means DSG Land Equipment Support Limited (Company Number: 9329025) (or any successor)

2. PRICE

2.1 Unless otherwise stated in the schedule the price shall be the price of the Articles packaged in accordance with the terms of the Contract and delivered to the consignee.

2.2 Price shall allow for all discounts.

3. DESCRIPTION OF DEF STAN

DEFSTAN 00-56 Part 1 - Safety Management Requirements For Defence System

DEFSTAN 05-61 Part 1, Issue 5 - Concessions

DEFSTAN 05-135 Issue 1 - Avoidance of Counterfeit Materiel

DEFSTAN 81-41 Pts 1-6 - Packing of Defence Material (in accordance with DEFCON 129)

4. DESCRIPTION OF AQAPS

AQAP 2130 - NATO Quality Assurance Requirements for Inspection and Test Certificate of Conformance shall be provided in accordance with DEFCON 627

5. INFORMATIVE QA STANDARDS

AQAP 2009 Edn 3 - For guidance on application and interpretation of AQAPs

6. ADDITIONAL REQUIREMENTS

The following are strict requirements for the items:

6.1 ISO Calibration Certificate

6.2 Operating Instructions

7. DELIVERY TERMS

Contract is carriage paid, not ex-works.

8. PACKING REQUIREMENTS

Items require Commercial Packing A

As specified in DEFCON 129 (Edn 3/14) Para 6 – Commercial Packaging

9. BAR CODE LABELS

Bar Coding as specified in DEFCON 129 (Edn 3/14) Para 14, will be a strict requirement of any subsequent Contract. Any items not Bar Coded will be rejected unless expressly agreed with the Authority.

10. CONSIGNEE

Trade Receipts B5, LCS Donnington, Telford

11. DELIVERY INSTRUCTIONS

For Parcel deliveries to LCS 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 DESDDA-FMWSLOTS@mod.uk and quoting the following:

1. The 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.

DESDDA-FMWSLOTS@mod.uk

Should the email communication links be unavailable please contact:

Booking Slots Mobile - 07500 123710, Landline - 01952 673322

Receipts Manager - 01952 673305

Receipts Supervisor - 01952 673389

12. NON CONFORMING DELIVERIES

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

12.2 Should any consignments be deemed as non-conforming by JSCS the Authority will notify the contractor as to the reason(s) for non-conformance. In accordance with DEFCON 524 (Edn 10/98) - Rejection, it will be the responsibility of the contractor to rectify the problem on site at JSCS or arrange for the items to be collected and rectified at the contractor's premises at no cost to the crown. The list at 3.4 details the reasons upon which a consignment may be rejected.

12.3 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 JSCS to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

12.4 Reasons for Non Conformance:

- Incorrect DMC/NSN
- Incorrect Description
- Part/Batch Numbers 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
- In adequate Shelf Life
- No hazard Data Sheet
- Incorrect Quantity - Surplus

13. NEW STORES REJECT (NSR)

13.1 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 paragraphs below.

13.2 Once notified in accordance with paragraph 13.1 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.

13.3 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.

Appendix - Addresses and Other Information

1. Commercial Officer

LSBU7 Procurement, DSG Land Supply Business Systems,
Building B15, MOD Donnington, Telford, Shropshire, TF2
8JT

Email: farida.mansurali@dsg.mod.uk

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

TLS Technical, DSG Land Supply Business Systems, Building B15,
MOD Donnington, Telford, Shropshire TF2 8JT

Email: ben.sullivan@dsg.mod.uk

3. Packaging Approving Authority

AS BOX 2

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

Tel No: 01952 673815
(b) U.I.N. D5475C

5. Drawings/Specifications are available from

Not applicable

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

As per Conditions of the Contract – Condition 3, 4 and 5

AQAPS and DEF STANs are available from UK Defence Standardization,
for access to the documents and details of the helpdesk visit
<http://dstan.uwh.diffr.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:

As per Contract Condition 10 - Consignee

10. Transport. The appropriate Ministry of Defence Transport Offices are:

N/A – Carriage paid Contract

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL

Website is:
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:
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)
Applications via fax or email:
DESLCSLS-OpsFormsandPubs@mod.uk

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12.. All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

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

For Official Use Only Recoverable YES NO

Issue of Government Property YES NO

VAT Contractor - Country of Origin (delete those not applicable)

UK	Overseas (non-EC Country)	Overseas (EC Country)
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If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	<input style="width: 95%;" type="text"/>
Exempt	<input type="checkbox"/>	Item Nos	<input style="width: 95%;" type="text"/>
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input style="width: 95%;" type="text"/>
Taxable - Standard Rate	<input checked="" type="checkbox"/>	Item Nos	ALL ITEMS

(where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted)

Finance Branch

LH No/Project No

Requisition No

Project Management/
Production branch
reference

Place of manufacture

Place of packaging

Contractor's Tel No