

BABCOCK DSG Limited

PURCHASE ORDER

Contract No: IRM17/2374

Contract Name: The Supply of Tote Boxes

Dated: 22st February 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)

Contractor	Quality Assurance Requirement (Clause 8)
Name: Schoeller Allibert Limited Registered Address: Road One Industrial Estate Winsford Cheshire CW7 3RA	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

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

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

Payment (Clause 21)
<p>Payment is to be enabled by: Commercial Invoice</p> <p>Address to which Commercial Invoice (approval for payment) should be sent:</p> <p>I&RM Accounts Payable, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT</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: DESLCCLS-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</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: Miss Lauren Smith
Address: Procurement Officer, Babcock DSG Ltd, Defence & Security, Babcock International Group, Building B15, MOD Donnington, Telford, Shropshire, TF2 8JT
Email: Lauren.Smith2@babcockinternational.com
 ☎ +44 (0) 1952 673930

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

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:

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 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

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

 ☎

(b) U.I.N.

B. JSCS
 JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
 JSCS Fax No. 01869 256837
www.freightcollection.com

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-accounts payable@babcockinternational.com

6. Intentionally Blank

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

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.diiif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

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 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).</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>Position:</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
TOTE BOXES**

Deliverables									
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	F3/3990-99-175-4985	7924760.502	BOX,TOTE;400 MM O/A LG;300 MM O/A WD;220 MM MAX O/A H;STACKING & NESTING FEATURES;RIGID CONSTRUCTION;GREY:W/O LID	XY	Packaging Level A PPQ 1 D of Q EA				
2	F3/3990-99-879-5589	SN101804AA	BOX,TOTE;600 MM O/A LG;400 MM O/A WD;120 MM MAX O/A H;STACKING & NESTING FEATURES;RIGID CONSTRUCTION;GREY:W/O LID	XY	Packaging Level A PPQ 1 D of Q EA				
3	F3/3990-99-257-3940	SN110305AB	BOX,TOTE;600 MM O/A LG;400 MM O/A WD;220 MM MAX O/A H;STACKING & NESTING FEATURES;RIGID CONSTRUCTION;GREY:W/O LID	XY	Packaging Level A PPQ 1 D of Q EA				
4	F3/3990-99-154-0921	SN1106050AC	BOX,TOTE;600 MM O/A LG;400 MM O/A WD;420 MM MAX O/A H;STACKING & NESTING FEATURES;RIGID CONSTRUCTION;GREY:W/O LID	XY	Packaging Level A PPQ 1 D of Q EA				
								Total Firm Price	£87,687.40

Item Number	Consignee Address (XY code only)
ALL	TRADE RECEIPTS & ISSUES LCS (T), SITE D&E, LCS BICESTER, OXFORDSHIRE, OX25 2LD

DELIVERY Details upon Contract award

DELIVERIES – LOGISTICS SERVICES (LS) BICESTER

Unless an alternative procedure has been agreed by LS Bicester and has been communicated to the supplier/delivery team, the following procedures are applied when agreeing and booking in trade deliveries to the Bicester site.

ALL DELIVERIES TO LS BICESTER

All Contractors/Hauliers delivering articles to LS Bicester, must initially contact the Receipts Clerk to obtain a booking reference. A minimum of 48 hours' notice shall be given for the delivery of 40-foot trailer loads. This ensures that resources are available to complete the offloading of articles on the agreed day and time.

The Receipts Clerk, LS Bicester can be contacted by telephone on +44 (0)1869 257039. This service is available between the hours of 07:30hrs to 16:00hrs Monday to Thursday and 08:00hrs to 13:00hrs Friday. Outside these hours, Contractors/Hauliers should leave a message and the Receipts Clerk will action on the next working day.

The Receipts Clerk will require the following information:

- a. The 13 digit NATO Stock Number (NSN)
- b. Description of Article
- c. Requirement Change Form (RCF) number as advised by the Project Team/DSG Land Supply (if applicable)
- d. Number of packages/pallets
- e. Priority of the articles being delivered
- f. Ultimate consignee address for packages going overseas. This should also include the Unit Identification Number (UIN) and British Forces Post Office (BFPO) number.
- g. Whether the consignment contains Dangerous Goods
- h. Supplier/Haulier details
- i. Contact telephone name and telephone number
- j. Preferable date and time for delivery
- k. If any special type of mechanical handling aids are required.
- l. Any specialist information e.g. Urgent Operation Requirement/Valuable and Attractive.
- m. A safety data sheet for hazardous items.

At the point of delivery being made, LS Bicester reserves the right to:

- a. Not accept a delivery outside the hours of 08:00hrs to 15:30hrs Monday – Thursday and 08:00hrs to 12:30hrs Friday.
- b. Reject loosely loaded articles that should have been palletised.
- c. Reject dangerous goods consignments that are not documented/labelled/packaged correctly, in accordance with the modal regulations.
- d. Re-direct the Contractor/Haulier to the building that the articles are addressed for delivery to.
- e. Re-direct the Contractor/Haulier to an approved area for offloading

- f. Reject any unsafe loads.
- g. Refuse delivery of articles should there be evidence of damage or if packages are missing.
- h. Refuse access to the site if, after investigation, the Contractor/Haulier is identified as not having a valid booking reference.
- i. Refuse the delivery of the product, if after investigation the Contractor/Haulier is not in possession of or has knowledge of the booking reference.

LS Bicester shall not take responsibility for undelivered articles should the Contractor/Haulier choose not to be re-directed.

Important Note: LS Bicester are restricted on the amount of Tote Boxes they can store at any one time as a result of Bicester's capacity issues the Potential Supplier is advised that they will need to liaise regularly with LS Bicester when arranging deliveries to ensure that the maximum capacity is not exceeded; failure to manage the delivery profile will result in deliveries being turned away. The Potential Supplier must state clearly in their ITT response that they have the ability to store interim Articles, should the need arise, at no additional cost to the Authority until delivery can be made.

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 than 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.

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

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

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