



Purchase Order

Order No. P101004 For enquiries please contact: XXXXXXXX Tel: [REDACTED]

A. To Supplier

QUALITY COMPONENT ENGINEERING LTD
19 WOLSELEY CLOSE
PLYMOUTH
DEVON

PL2 3BY

B. From Purchaser

Met Office
Procurement Branch
FitzRoy Road
Exeter
Devon EX1 3PB United Kingdom
Tel:

Please proceed with this order in accordance with the Terms and Conditions overleaf.

Signed:

Date: 12th January 2016

C.

Item No.	Description of Goods/Services Required	Quantity	Unit Price	Firm Price
		each unless otherwise stated	per each carriage paid £	carriage paid £
1	[REDACTED] Refurbishment of Land Screen 0021780R [REDACTED]	XXXXXXXX	XXXXXXXX	XXXXXXXX

For deliveries over 20kg please telephone the Met Office on +44 (0)1392 885994 Mon to Fri 9am to 5pm to arrange a delivery time.

Total Value (Ex VAT)	12250.00
Standard Rate VAT (If Applicable)	2450.00
Total Value of Order	14700.00

D. Deliver To:

MET OFFICE STORES
1 HERON UNITS
HERON ROAD
SOWTON INDUSTRIAL ESTATE
EXETER
DEVON
EX2 7LL

E. Invoice To: (Invoices must quote Order Number)

Please email invoices to:
accounts payable@metoffice.gov.uk
Met Office
Accounts Payable
FitzRoy Road
Exeter
Devon EX1 3PB United Kingdom
Tel: +44 (0)1392 886966

F. Delivery Date	Consignee Reference	Contract No	Vendor ID
30th June 2017	XXXXXXXX	*****	P008529

**MET OFFICE
CONDITIONS OF CONTRACT FOR REPAIR**

1. Definitions and Interpretations

1.1 In this Contract (defined below):

Authority means the Secretary of State for Defence as represented by the Purchasing Branch;

Contract means the agreement concluded between the Authority and the Contractor including all specifications, plans, drawings and all other relevant documentation, expressly made part of the agreement;

Contractor means the named person or supplier who undertakes to supply the Goods;

Goods means all articles (excluding services) which the Contractor is required under the Contract to supply;

Information means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under the Contract;

Parties means the Authority and the Contractor;

Purchasing Branch means the Authority's branch responsible for the Contract and detailed in the Appendix to the Contract;

Specification means the description of the Goods to be supplied under the Contract, and shall include any sample, pattern, specification, plan, drawing or statement of work which individually or collectively forms part of the Contract, as referenced in the Schedule of Requirements.

1.2 The headings to Conditions shall not affect their interpretation.

2. Law and Dispute Resolution

2.1 The Contract shall be considered as a contract made in England and subject to English Law, and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

2.2 In the event that any dispute or claim is not resolved by negotiation, or where the Parties have agreed to use an Alternative Dispute Resolution (ADR) procedure, unless it is a question to be referred to the Review Board for Government Contracts, the dispute shall be referred to arbitration, under the provisions of the Arbitration Act 1996.

3. Amendments to the Contract

3.1 The Contract may only be amended with the written agreement of the Parties.

3.2 The written agreement shall be obtained by: a) a serially numbered amendment issued by the Purchasing Branch and shall only come into force when the Contractor has despatched to the Authority an unqualified acceptance on a METFORM 10B, or

b) the despatch by the Purchasing Branch of a serially numbered amendment letter as an unqualified acceptance of an offer from the Contractor.

3.3 Where an amendment to the Contract involves a change in price, the price shall be agreed prior to any authority to proceed being given by the Authority.

4. Specification

4.1 All Goods to be supplied under the Contract shall conform in all respects with the Specification, and shall be fit and sufficient for the purpose for which they are made known to the Contractor by the Authority and shall be strictly in accordance with the latest relevant Standard Specification where such exists, or otherwise shall be to the satisfaction of the Authority.

4.2 The Authority reserves the right, from time to time, to alter the Specification after consultation, as appropriate, with the Contractor.

4.3 Where any such alteration affects the Contract Price or the Delivery this may be subject to an Amendment to the Contract.

5. Scope of Contract.

The quantity mentioned in the Schedule is the estimated quantity of Articles to be covered by the Contract. The figure is for guidance only and no guarantee can be given that the full quantity will become available.

6. Supply of Articles and Parts.

6.1 Articles for repair and/or conversion will be issued to the Contractor on Contract Loan.

6.2 Insofar as requirements cannot be satisfied by serviceable or repairable parts recovered under Condition 7 below and unless specific provision is made elsewhere in the Contract to the contrary, the Contractor shall supply all materiel necessary for the repair and/or conversion of the Articles covered by the Contract.

6.3 The Contractor shall observe the instructions of the Authority about any materiel which the Contractor is authorised to demand from Government sources for the purpose of the Contract.

7. Articles Considered Beyond Economical Repair.

7.1. The Contractor shall submit to the Quality Assurance Representative (QAR) full details of any Article considered to be beyond economical repair (BER) and promptly notify the appropriate Authority. The Contractor shall then await further instructions from the Authority and, if it is decided to proceed with the repair, the appropriate branch will authorise the Contractor accordingly.

7.2 Should any Article be found to be beyond economical repair or if for any reason it should be decided at any stage to discontinue repair, the

Contractor will be paid a fair and reasonable price for all work authorised and undertaken up to that stage. The Contracts Branch will authorise:

7.2.1. complete disposal of the Article as scrap or otherwise to the best advantage of the Authority; OR

7.2.2 further work to enable serviceable components/assemblies to be identified, segregated and stored against future use. Remaining unserviceable Articles are to be disposed of as paragraph 7.2.1 above; OR

7.2.3 the return of the Article complete to the depot or other destination stipulated in the Contract

7.3 Unless other arrangements shall have been agreed with the Authority, a list of the unserviceable materiel disposed of under paragraphs a or b above shall be furnished to the Contracts Branch together with a statement of the proceeds.

8. Level of Repair and Operation of Local Equipment Repair Committee.

8.1 The Authority may establish at any time, subject to prior notification to the Contractor, a Local Equipment Repair Committee (LERC). This committee shall be responsible for deciding specific standards of repair, overhaul or conversion, including modification state.

8.2 The Articles covered by the Contract are to be repaired, overhauled or converted in accordance with the requirements of the drawings, specifications and details stipulated in the Contract Schedule qualified, where applicable, by the minutes of the LERC.

8.3 Upon receipt of sufficient quantity of repairable Articles and after preliminary inspection by the Contractor, a LERC Meeting will (unless otherwise agreed with the QAR and the Technical Authority) be convened by the Technical Authority to determine the extent of the work to be carried out and the acceptance requirement.

8.4 The Contractor shall prepare technical recommendations for repair, overhaul or conversion and submit copies to the QAR and the Technical Authority for examination, where applicable, by the LERC. These recommendations shall lay down, where practicable, the state of repair and clearly detail the extent to which each item should be stripped for each stage of the work.

8.5 Repair of the Articles may not proceed until authority is given by the Technical Authority.

9. TEST

Unless otherwise agreed by the LERC, where one operates, or the QAR, all repaired and/or converted Articles shall be subjected to the tests which are required by the relevant specification to be applied to all (as distinct from a percentage of) new production.

10. Disposal of Redundant Materiel.

10.1 All materiel arising from the Articles issued to the Contractor for repair and/or conversion, whether serviceable or not, shall remain the property of the Authority, and any such materiel not used in the repair and/or conversion of the Articles shall be disposed of as follows:

Serviceable and economically repairable parts shall be dealt with in accordance with the instructions of the Authority. Such parts may, with the approval of the QAR, be used in the repair of other Articles under the Contract or in repair or production under any other contract placed by the Authority. A fair and reasonable price, to be agreed with the Authority, shall be paid by the Contractor for any parts used in production. All unserviceable materiel shall be disposed of by the Contractor on the Authority's behalf on fair and reasonable terms. Where required by the QAR, such materiel shall be dismantled and disposed of under his supervision so as to preclude the possibility of re-sale in its existing form.

10.2 Unless other arrangements shall have been agreed with the Authority, a list of the unserviceable materiel disposed of under Condition 10.1.2 shall be furnished to the Contracts Branch together with a statement of the proceeds.

10.3 If there are no arisings of unserviceable materiel, the Contractor shall, on completion of the Contract, furnish a certificate to that effect to the Contracts Branch.

**MET OFFICE
CONDITIONS OF CONTRACT FOR REPAIR**

11. Limitation of Liability.

When the Price Column of the Schedule contains a limit of liability, the total amount to be paid by the Authority to the Contractor under the Contract shall not, without the approval in writing of the Contracts Branch, exceed the said limit. If at any time the Contractor considers that the work in question cannot be completed within this limit, he shall immediately inform the Contracts Branch and at the same time provide an explanation of the circumstances. Notification by the Contractor in accordance

with the foregoing does not constitute approval to exceed the limit stated in the Schedule. Any change in this limit will be authorised only by formal amendment to the Contract.

12. Certified Cost Statement. (Applicable only when SC53 is specified in the Price Column of the Schedule).

When submitting his quotation for final settlement, the Contractor shall forward to the Contacts Branch a certified cost statement in accordance with Appendices A and B to General Notice to Defence Contractors No. 1, Issue 2.

13. Transit Cases.

The transit cases in which Articles for repair, overhaul or conversion are received by the Contractor shall, if of the approved type, be utilised for re-delivery off the Contract. Where necessary, economical repair to such cases shall be carried out. Any shortage of such cases shall, where possible, be made good by demand on the appropriate Service Depot at least two months before the cases are required. Should the Contractor be advised by the Authority that suitable cases will not be available, he shall approach the Contracts Branch for instructions.

14. Delivery

14.1 The Contractor shall deliver the Goods in accordance with the terms of the Contract. Time shall be of the essence and failure to deliver within the specified time shall enable the Authority to terminate the Contract without any liability.

14.2 Any access to premises and labour and equipment that may be provided by the Authority for delivery shall be provided without acceptance by the Authority of any liability whatsoever. The Contractor and his sub-contractors shall at all times comply with the Authority's security regulations currently in force.

14.3 Unless otherwise agreed, delivery of Goods shall occur upon the Goods being handed over by the Contractor to the Authority or to the representative of the Authority.

14.4 Unless otherwise agreed, property and risk in the Goods shall without prejudice to any of the rights or remedies of the Authority pass to the Authority at the time of delivery.

15. Loss of or Damage to the Goods

15.1 Until delivery, the risk of loss of or damage to the Goods remains with the Contractor. The Contractor shall without delay and at his own expense, replace, make good, or compensate the Authority for any loss or damage to the Goods.

15.2 Property and risk of the Goods shall pass to the Authority on delivery without prejudice to any rights or remedies.

16. Rejection

16.1 The Authority may (with or without inspection) reject any of the Goods, which do not conform with the requirements of the Contract.

16.2 The Authority may (with or without inspection) reject the whole of the consignment of the Goods if either a specified proportion, or random samples from the consignment do not conform with the requirements of the Contract.

16.3 The Contractor shall at his own expense and within 14 days of being notified of the rejection, remove any Article or consignment which the Authority has rejected. In the event that the Contractor fails to remove the rejected Goods, the Authority may return it to the Contractor at the Contractor's risk and expense.

16.4 The Contractor shall at his own expense and within the contractual period for delivery, or within such further reasonable period as the Authority may allow, supply Goods that conform with the requirements of the Contract.

16.5 The Contractor may object in writing within 14 days of a notification of rejection by the Authority. If the objection is not resolved within a reasonable time, it shall be treated as a dispute within the meaning of the Contract.

17. Acceptance

17.1 Subject to Condition 8, acceptance occurs at the time and in accordance with the procedure specified in the Contract or, if none is so specified:

17.1.1 when specified within the Contract, a time limit within which to reject has elapsed;

17.1.2 where no time limit is specified, a reasonable time has elapsed since delivery;

17.1.3 when the Article has been delivered and the Authority does any act in relation to it which is inconsistent with the Contractor's ownership.

17.2 Acceptance of the Goods does not negate the rights of the Authority to any common law or Statutory provision relating to acceptance of goods.

18. Labelling and Packaging

18.1 The Contractor shall be responsible for packaging the Goods in accordance with the requirements of the Contract.

18.2 The packaging shall be marked with the Contract Number, the net, gross and tare weights, the name of the contents shall clearly be marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Contractor shall indemnify the Authority and the Crown against all expenditure which the Authority may incur as a result of any breach of this Condition.

18.3 All packaging materials will be considered non-returnable and will be destroyed unless the Contractor's advice note states that such materials will be charged for unless returned. The Authority accepts no responsibility in respect of non-arrival at the Contractor's premises of returned empty packages, unless the Contractor shall within ten days of receiving notice from the Authority that the packages have been despatched, notify the Purchasing Branch of such non-arrival.

18.4 The Contractor shall give without additional cost to the Authority, a preference to the use of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Where appropriate, packaging should be capable of recovery or reuse or recycling. The Contractor's packaging specifications should be revised periodically to ensure that no unnecessary limitations on the use of recycled materials exist.

19. Price

19.1 Prices given in the "Schedule of Requirements" shall be unit prices expressed in Pounds Sterling and shall include delivery to the Consignee detailed the Contract (including import duty), and any local taxes and/or export duties that may be applicable in the country of origin.

20. Payment Terms

20.1 The Contractor shall be entitled to submit an invoice for the Articles/Services as soon as delivery has been completed. The invoice shall quote the Authority's Contract number and shall be submitted to:

Met Office,
Purchase Ledger,
FitzRoy Road,
Exeter,
Devon.

EX1 3PB

20.2 Payment shall be made by the Authority within 30 days of receipt, by the Purchase Ledger section, of an invoice properly prepared, unless by the time when payment is due the Authority has rejected some or all of the Articles/Services.

20.3 If the Authority has rejected the Articles/Services or any of them without having made payment and such rejected Articles/Services are thereafter replaced by the Contractor with Articles/Services which conform to the Contract then payment shall be made by the Authority for the Articles/Services within 30 days of receipt of a properly prepared invoice for the same.

21. Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

The Purchase Ledger section shall make payment to the Contractor of all valid claims submitted for payment in accordance with the terms and conditions of the Contract by means of the Bankers Automated Clearing Service (BACS) directly into the Contractor's nominated bank account. To facilitate payment by means of the BACS system, the Contractor shall provide the Purchase Ledger section in advance of the submission of valid claims, if he has not already done so, details of the name and address of his bank, the sort code and account number.

22. Recovery of Sums Due

Whenever under the Contract any sum of money shall be recovered from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract, or under any other Contract with the Authority, or with any Government Department.

23. Subcontracts.

Where the Contractor enters a subcontract with a supplier or contractor for the purpose of performing the Contract, he shall cause a term to be included in such subcontract which requires payment to be made to the supplier or contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the subcontract requirements.

24 Transfer and Sub-Contracting

24.1 Neither party to the Contract shall give, bargain, sell, assign, or otherwise dispose of the Contract or any part thereof, or the benefit or advantage of the Contract or any part thereof, without the previous consent in writing of the other party.

24.2 Where the Contractor enters a sub-contract for the purpose of performing the Contract, he shall cause a term to be included in such sub-contract which requires payment to be made to the contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

25. Sub-Contracting to Supported Employment Enterprises

When placing sub-contracts the Contractor is asked to give consideration, as far as possible, to the placing of work on a competitive basis with Supported Employed Enterprises registered with the Department for Education and Employment under the Special Contracts Arrangement. Details of the capabilities of these enterprises are available from the Employment Service, Disability Services Division, Level 3, West Wing, Rockingham House, 123 West Street, Sheffield S1 4ER (Tel: 0114 259 6964).

26 Security Arrangements

26.1 Formal security clearance is required before access to Met Office/MoD sites. The visiting Contractor/Consultant is required to complete a security questionnaire. If the security check result is not favourable, a suitable alternative representative must be provided. If this is not possible (notwithstanding any other Conditions of Contract relating to termination), the Contract shall be terminated without notice.

26.2 If the Contract is terminated under clause (a) above, the Authority's liability shall be confined to payment for work done under the Contract up to the date of termination.

27 Smoking

27.1 You should note that the Met. Office has a non-smoking policy and contractors are required to comply whilst on any of its premises.

28 Discrimination

28.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

28.2 The Contractor shall take all reasonable steps to secure the observance of Clause B2.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

29. Bankruptcy and Insolvency

29.1 Without prejudice to any rights or remedies of the Authority, the Authority may terminate the Contract forthwith in any of the following events:

29.1.1 the Contractor makes any voluntary arrangement with creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

29.1.2 a receiver is appointed over any of the Contractor's assets;

29.1.3 the Contractor ceases or threatens to cease to carry on business;

29.1.4 the Authority reasonably believes that any of the foregoing events are about to occur.

30 Corrupt Gifts and Payments of Commission

30.1 In entering the Contract the Contractor shall not offer, give or agree to any Crown Servant any gift or consideration as an inducement or reward in connection with the placing of the Contract.

30.2 The Authority shall be entitled to terminate the Contract and recover any loss suffered as a result, recover from the Contractor the amount of any such gift or any loss sustained in consequence of any breach of this Condition.

31 Disclosure of Information

31.1 Information received by all Parties in connection with the Contract shall be treated in confidence and shall not be disclosed to any third party without prior written consent of the other party, shall not be used otherwise than for the purpose of the Contract and shall not be copied except where necessary in respect of the Contract.

31.2 The Contractor shall ensure that his employees and sub-contractors are aware of their obligations under this Condition before they receive Information, and take such steps as may be reasonably practical to enforce such arrangements.

32 Rights of Third Parties

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a party to the Contract to enforce any term of the Contract in his own right and the parties to the Contract declare that they have no intention to grant any such right.

33 Notices

Any notice given under the Contract may be delivered by hand or sent by post or transmitted by facsimile to the address shown in the Contract, or to such other address as the party may by notice have notified. It shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

34 Waiver

34.1 No act or omission of either party shall by itself amount to a waiver of any right or remedy unless expressly stated by that party in writing. In particular, no reasonable delay in exercising any right or remedy, shall by itself constitute a waiver of that right or remedy.

34.2 No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

35. Severability

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Authority and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

36. Entire Agreement

This Contract shall constitute the entire agreement between the Parties and supersede any previous agreement or representation in respect of the purchase.