



UK Health
Security
Agency

Purchase Order Number



Purchase Order

Order Number and Date must be quoted on Invoices,
Delivery Notes and any other Correspondence.

Page Number: 1 of 2

Date : 08-FEB-23

Supplier Name and Address:	Delivery Address:	All Invoices To Be Sent To:
DALE POWER SOLUTIONS LIMITED SALTER ROAD EASTFIELD INDUSTRIAL ESTATE SCARBOROUGH NORTH YORKSHIRE YO11 3DU	UKHSA PORTON MAIN STORES MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom	UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom Email: g

Special Instructions :

Your Reference	Description	Unit Of Measure	Quantity	Unit Price (excl. VAT)	Total Price (excl. VAT)
	Dale Power-New UPS and Bypass switch as per OPP105365 (BC, MF) 07/02/2023 Need by Date 15-Jun-2023				
Order Total				GBP	16,895.00

NOTES

1. A Delivery Note quoting the Purchase Order number must accompany each consignment. A copy of the Delivery Note must be sent by post to the Delivery Address specified on the Purchase Order.
2. Each consignment must be clearly marked with the UKHSA Purchase Order number.
3. Deliveries will only be accepted on Mondays to Fridays between the hours of 09:00 and 16:30, unless an alternative has been agreed with the recipient.
4. Delivery and packaging arrangements must comply with all legislative and regulatory requirements.

CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 In these conditions "UKHSA" means United Kingdom Health Security Agency, and "Supplier" means the person or company to whom this purchase order is addressed.
- 1.2 Where the Contract is for the provision of services, the words "the goods" shall be read, where the Contract permits, as meaning the services which the Supplier has contracted to provide.

2. CONDITIONS

- 2.1 These conditions shall form the basis of the Contract between UKHSA and the Supplier.
- 2.2 Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued or sent by the Supplier, these conditions shall apply insofar as expressly agreed in writing by UKHSA.
- 2.3 No servant or agent of the UKHSA has the authority to vary these conditions orally.
- 2.4 If the Supplier shall not previously have accepted these conditions, then delivery shall constitute such acceptance.
- 2.5 These general conditions shall be subject to such further special conditions as may be prescribed by UKHSA in writing.
- 2.6 In the event of any conflict, or apparent conflict, between the special conditions and the general conditions, the special conditions shall prevail.

3. PRICES

- 3.1 Prices shall be net, all cash and trade discounts being allowed for but include for packing and transport unless otherwise stated.
- 3.2 All invoices and statements must show separately the VAT rate and the amount of VAT charged, where applicable, and the Supplier's VAT registration number.

4. PAYMENT

- 4.1 Payment in respect of the goods and/or services supplied shall normally be made within 30 days of a valid invoice being received at The UKHSA Accounts Payable Team, Financial Accounting Services, UKHSA Porton Down, Salisbury, Wiltshire, SP4 0JG.

5. PACKING

- 5.1 All goods must be properly packaged to survive transit to the delivery address and to resist pilferage, distortion, corrosion or contamination.
- 5.2 All goods shall be clearly and legibly labelled and addressed.

6. DELIVERY

- 6.1 The Supplier shall deliver and unload the goods to the point of delivery specified not later than any date for delivery stated on the Purchase Order.
- 6.2 Time shall be of the essence for this Contract.

7. GUARANTEE

- 7.1 It shall be a condition of the Contract that the goods or services comply in all respects with the Contract description overleaf, and with any statements or undertakings made by the Supplier, or his servants or agents, prior to the issuance of the Purchase Order.
- 7.2 The Supplier undertakes that all goods and services supplied by him shall be of first class quality and recognises that UKHSA has placed the order relying upon the skills and expertise of the Supplier and any statements and representations made by him.
- 7.3 If any part of the goods or services supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then UKHSA may call upon the Supplier (but without prejudice to UKHSA's other rights) to rectify the defects or replace the goods (at UKHSA's option) at the Supplier's own expense.
- 7.4 All obligations within Clause 7 shall further apply to any such rectified or replacement goods.

8. PASSING OF PROPERTY AND RISK

- 8.1 The property and risk in the goods shall pass to UKHSA on delivery but without prejudice to any right of rejection.

9. RECOVERY OF SUMS DUE

- 9.1 Whenever under the Contract any sum of money shall be recoverable 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 UKHSA.

10. CANCELLATION

- 10.1 UKHSA shall be entitled to cancel this order at any time by giving written notice to the Supplier.
- 10.2 If UKHSA exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability

11. INDEMNITY

- 11.1 The Supplier shall keep UKHSA fully and effectively indemnified against:
 - (i) Any claims for infringement of any letters patent or registered design trademark or trade name by reason of the use or sale of the goods supplied, and against all costs and damages which UKHSA may incur in any action for such infringement or for which UKHSA may become liable in such action; and
 - (ii) Any royalties payable by the Supplier; and
 - (iii) Any claim in Contract or tort or otherwise; for any direct or indirect damages, expenses or costs relating to damage to property; or injury or loss to any person, firm or company; or for any loss of profit or production arising out of, or occasioned by, any error in design or drawings; or any defects in or failure of the goods or part thereof provided; or work performed by the Supplier or occasioned by reason of any act or omission by the seller of any sub-contract of his.

12. BANKRUPTCY

- 12.1 If the Supplier shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamating, or carry on its business under a receiver for the benefit of its creditors or any of them, UKHSA shall be at liberty either:
 - (i) To terminate the Contract forthwith by notice in writing to the Supplier, or to the receiver or liquidator, or to any person in whom the Contract may become vested; or
 - (ii) To give such receiver, liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract.

13. CONFIDENTIALITY

- 13.1 The Supplier shall not during or after the end of the Contract disclose any information relating to UKHSA's business or operating methods that become known to the Supplier during the provision of the Supplies under the Contract save such information which:
 - (i) Is or becomes generally available to the public through no act or default on the part of the Supplier; or
 - (ii) Was already in the possession of the Supplier and at its free disposal before disclosure to the Supplier hereunder; or
 - (iii) Is disclosed to the Supplier without any obligations of confidence by a third party who has not derived it directly or indirectly from UKHSA; or
 - (iv) The Supplier is obliged to disclose under the terms of any order of the court or any other administrative body or under any legislation, regulation or statutory instrument.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All copyright, designs, patents, trademarks or other intellectual property rights in any work performance by or on behalf of the Supplier shall vest in and be the sole property of UKHSA.
- 14.2 The Supplier shall take all necessary steps to ensure that he has the right to secure such vesting including, if so required by UKHSA, that all staff employed on the Contract sign a separate undertaking to the effect that all such intellectual property rights in any work undertaken by them shall vest in and be the sole property of UKHSA.
- 14.3 The Supplier shall not use any work performed under the Contract otherwise than for the purposes of the Contract.
- 14.4 The Supplier further warrants that any work which he produces or supplies under the Contract will not infringe the intellectual property rights of anyone else.

15. FORCE MAJEURE

- 15.1 If delivery is delayed by some cause totally outside the control of the Supplier, then he shall give written notice of such cause within seven days of its occurrence and UKHSA may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the circumstances.

16. LAW

- 16.1 This Contract shall be subject to the laws of England and Wales and the exclusive jurisdiction of the English Courts.

Appendix C

Optional Additional Call-off Terms and Conditions for Maintenance Services

1 Maintenance Services

- 1.1 From the point set out in the Specification and Tender Response Document at which Maintenance Services are triggered or as otherwise agreed by the Parties in writing taking into account any warranty period applicable to the Goods, all Goods forming part of the Maintenance Inventory shall be maintained throughout the Term by the Supplier so as to comply with:
- 1.1.1 any applicable specification set out in this Contract (to include, without limitation, the provisions of the Authority's requirements set out in the Specification and Tender Response Document and the Supplier's response to such requirements set out as part of the Specification and Tender Response Document); and
 - 1.1.2 any applicable manufacturers' specifications.
- 1.2 The Supplier shall provide the Maintenance Services:
- 1.2.1 promptly and in any event within any time limits as may be set out in this Contract;
 - 1.2.2 in accordance with all other provisions of this Contract;
 - 1.2.3 using reasonable skill and care;
 - 1.2.4 in accordance with any quality assurance standards as set out in the Contract;
 - 1.2.5 in accordance with the Law and with Guidance;
 - 1.2.6 in accordance with Good Industry Practice;
 - 1.2.7 in accordance with the original manufacture's guidelines and recommendations relating to the Goods being maintained;
 - 1.2.8 in accordance with the Policies;
 - 1.2.9 in a professional and courteous manner; and
 - 1.2.10 using appropriately skilled, trained and experienced Staff.

2 General maintenance requirements

- 2.1 The Supplier, in accordance with Good Industry Practice and the original equipment manufacturer's guidelines and recommendations, shall:
- 2.1.1 provide effective planned preventative maintenance for all Goods to the extent this requirement is set out in the Specification and Tender Response Document and/or as otherwise agreed between the Parties in writing; and

Requirements

- 2.1.2 provide appropriate remedial maintenance for all Goods to the extent this requirement is set out in the Specification and Tender Response Document and/or as otherwise agreed between the Parties in writing.

3 Service visits

- 3.1 The Supplier shall ensure that the Authority is notified in writing in advance of all service visits to any Premises and Locations and that Staff comply with any relevant Policies and/or reasonable instructions and/or security procedures notified to the Supplier by the Authority from time to time in connection with such site visits.

4 Provision of information

- 4.1 Without prejudice to any specific records keeping requirements set out in this Contract, including as part of the Specification and Tender Response Document, the Supplier shall:
- 4.1.1 maintain a record of all Goods that are covered by the Maintenance Services ("**Maintenance Inventory**"). For the avoidance of doubt, such Maintenance Inventory shall be deemed to form part of the Specification and Tender Response Document and may be in a single document or separate documents, as amended and/or updated in accordance with this Contract from time to time;
- 4.1.2 maintain records of all maintenance work carried out on any Goods in connection with this Contract; and
- 4.1.3 provide all required management information to the Authority promptly upon the Authority's written request to demonstrate, to the Authority's reasonable satisfaction, compliance with requirements to provide planned preventative maintenance and, where applicable, remedial maintenance in connection with all Goods listed in the Maintenance Inventory.
- 4.2 Without prejudice to any other audit or information requirements set out as part of this Contract, any records kept by the Supplier in connection with the Maintenance Services, the Maintenance Inventory and any service visits shall be made available by the Supplier for inspection by the Authority and/or its authorised representatives on request.
- 4.3 Subject always to the provisions of Clause 8 of this Appendix C, the Supplier shall inform the Authority in writing as soon as it becomes aware that either of the following circumstances will, or are likely to, arise in connection with any Goods forming part of the Maintenance Inventory:
- 4.3.1 the Supplier will no longer be able to maintain the item of Goods as any required third party support will no longer be available (including, without limitation, support from the original equipment manufacturer); or
- 4.3.2 the Supplier will no longer not be able to obtain from any third party (including, without limitation, the original equipment manufacturer) any required spare parts and/or consumable items required to provide the Maintenance Services in relation to those Goods.

Requirements

- 4.4 Where the Supplier provides information to the Authority under Clause 4.3 of this Appendix C, it will inform the Authority in writing promptly upon becoming aware that this information has changed or may change.

5 Loan Goods and replacement Goods

- 5.1 Where the Supplier is unable to fix any Goods forming part of the Maintenance Inventory as part of the Maintenance Services during a site visit, and the Specification and Tender Response Document provides for substitute Goods to be provided to the Authority in these circumstances on a loan and/or replacement basis, the Supplier shall:

- 5.1.1 provide the Authority with such substitute Goods in accordance with the relevant provisions and timescales, as set out in the Specification and Tender Response Document;
- 5.1.2 comply with any installation, commissioning, inspection and testing processes as may be set out in this Contract or otherwise agreed by the Parties in writing; and
- 5.1.3 update the Maintenance Inventory accordingly to include any substitute Goods.

Where the Supplier loans Goods to the Authority and subsequently replaces the loaned Goods, the Supplier shall comply with the provisions of Clauses 5.1.2 and 5.1.3 of this Appendix C in relation to such replacement of the loaned Goods.

- 5.2 Subject to Clauses 7 and 8 of this Appendix C, any Goods added to the Maintenance Inventory in accordance with Clause 5.1.3 of this Appendix C will be covered by the Maintenance Services for the remainder of the Term from the point set out in the Specification and Tender Response Document at which Maintenance Services are triggered for such substitute Goods or as otherwise agreed by the Parties in writing taking into account any warranty period applicable to such substitute Goods. For the avoidance of doubt, this Contract shall apply in full to the supply, installation, and commissioning (as applicable) of such substitute Goods.

6 Additional warranties

- 6.1 The Supplier warrants and undertakes that:

- 6.1.1 when providing the Maintenance Services (including, without limitation, providing any loan or replacement Goods), it shall comply with all timescales and KPIs set out in the Specification and Tender Response Document associated with such requirements;
- 6.1.2 any replacement parts, consumable items, replacement Goods and/or loan Goods shall be of satisfactory quality, fit for their intended purpose, installed (where applicable) in accordance with Good Industry Practice and shall comply with the standards and requirements set out in this Contract;
- 6.1.3 it will ensure sufficient stock levels of any replacement parts, consumable items, replacement Goods and/or loan Goods to comply with its obligations to provide the Maintenance Services in accordance with the provisions of this Contract;

Requirements

- 6.1.4 it has and shall maintain a properly documented system of quality controls in respect of the Maintenance Services including, without limitation, covering the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods and shall at all times comply with such quality controls;
 - 6.1.5 any equipment it uses in the installation of any replacement parts, consumable items, replacement Goods and/or loan Goods shall comply with all relevant Law and Guidance, be fit for its intended purpose and shall be maintained fully in accordance with the manufacturer's specification;
 - 6.1.6 receipt of any replacement parts, consumable items, replacement Goods and/or loan Goods by or on behalf of the Authority and use of such items or of any other related item or information supplied, or made available, to the Authority will not infringe any third party rights, to include without limitation, any Intellectual Property Rights;
 - 6.1.7 it will comply with all Law, Guidance and Good Industry Practice in so far as it is relevant to the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods to the Authority; and
 - 6.1.8 it will promptly notify the Authority of any health and safety hazard which arises, or the Supplier is aware may arise, in connection with the Maintenance Services including, without limitation, in connection with the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards.
- 6.2 Where the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods relates to medical devices or medicinal products (as defined under any relevant Law and Guidance), the Supplier warrants and undertakes that it will comply with any such Law and Guidance and with Good Industry Practice relating to such activities in relation to such medical devices or medicinal products. In particular, but without limitation, the Supplier warrants that at the point such replacement parts, consumable items, replacement Goods and/or loan Goods are supplied to the Authority, all such items which are medical devices shall have valid CE marking or UKCA marking as required by Law and Guidance and that all relevant marking, authorisation, registration, approval and documentation requirements as required under Law, Guidance and Good Industry Practice relating to the supply, manufacture, assembly, importation, storage, distribution, delivery, or installation of such items shall have been complied with. Without limitation to the foregoing provisions of this Clause 6.2 of this Appendix C, the Supplier shall, upon written request from the Authority, make available to the Authority evidence of such valid CE marking or UKCA marking, and evidence of any other authorisations, registrations, approvals or documentation required.
- 6.3 If the Supplier is in breach of Clause 6.2 of this Appendix C, in relation to any items supplied to the Authority, then, without prejudice to any other right or remedy of the Authority, the Authority shall be entitled to reject and/or return such items and the Supplier shall, subject to Clause 13.2 of Schedule 2 of these Call-off Terms and Conditions, indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by the Authority as a result of such breach.

Requirements

- 6.4 The Supplier agrees to use reasonable endeavours to assign to the Authority upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of any replacement parts, consumable items and/or replacement Goods in full or part.
- 6.5 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 6 of this Appendix C have been breached or there is a risk that any warranties may be breached.

7 The Authority's rights to remove Goods from the Maintenance Inventory

- 7.1 By giving a minimum of thirty (30) days written notice to the Supplier, the Authority may remove any Goods from the Maintenance Inventory and discontinue the Maintenance Services on such Goods in the event that:
- 7.1.1 it decommissions or replaces the Goods for health and safety reasons and/or for reliability reasons;
 - 7.1.2 it sells, transfers or otherwise disposes of the Goods;
 - 7.1.3 the Goods are lost or stolen; or
 - 7.1.4 the Goods are replaced by the Authority and the replacement Goods are still under warranty.

8 The Supplier's rights to remove Goods from the Maintenance Inventory

- 8.1 By giving a minimum of twelve (12) months written notice to the Authority, the Supplier may remove Goods from the Maintenance Inventory and discontinue the Maintenance Services on such Goods in the following circumstances:
- 8.1.1 the Supplier will no longer be able to maintain the Goods as any required third party support is no longer available (including, without limitation, support from the original equipment manufacturer); and/or
 - 8.1.2 the Supplier will permanently not be able to obtain from any third party (including, without limitation, the original equipment manufacturer) any required spare parts and/or consumable items required to provide the Maintenance Services in relation to those Goods.
- 8.2 The Parties acknowledge that:
- 8.2.1 at all times the Supplier shall be required to provide the Authority with information in accordance with Clauses 4.3 and 4.4 of this Appendix C notwithstanding the length of the Term of the Contract or the period of the Term still remaining; and
 - 8.2.2 Clause 8.1 of this Appendix C shall only apply where the Term of the Contract exceeds twelve (12) months.

Requirements

9 Adjustment to the Contract Price where Goods are removed from the Maintenance Inventory

9.1 Following the removal of any Goods from the Maintenance Inventory in accordance with Clauses 7.1 or 8.1 of this Appendix C:

9.1.1 there shall be a pro-rata adjustment to the Contract Price to account for such removal; and

9.1.2 where applicable, the Supplier shall make a full refund to the Authority in respect of the balance of the Contract Price paid in advance for any period following the removal of such Goods. Such refund shall be paid automatically by the Supplier to the Authority within thirty (30) days following the effective date of the removal of the relevant Goods from the Maintenance Inventory and may be by credit note where the Supplier continues to provide ongoing Maintenance Services to the Authority.

9.2 If the Parties are unable to agree the pro-rata adjustment to the Contract Price in accordance with Clause 9.1.1 of this Appendix C within thirty (30) days of the effective date of the removal of such Goods from the Maintenance Inventory, this failure to agree shall be referred to (and resolved in accordance with) the Dispute Resolution Procedure.

10 Additional termination provisions

10.1 If the Authority removes any Goods from the Maintenance Inventory in accordance with Clause 7.1 of this Appendix C and no Goods will remain part the Maintenance Inventory following such removal, the Authority may terminate the Maintenance Services by giving a minimum of thirty (30) days written notice to the Supplier. Such notice may be given by the Authority at the same time as it gives the notice of removal of the last remaining Goods in accordance with the Clause 7.1 of this Appendix C or at any time afterwards.

10.2 If the Supplier removes Goods from the Maintenance Inventory in accordance with Clause 8.1 of this Appendix C and no Goods will remain part of the Maintenance Inventory following such removal, the Authority may terminate the Maintenance Services by giving a minimum of thirty (30) days written notice to the Supplier. Such notice may be given by the Authority at any point after it receives the notice of removal of the last remaining Goods in accordance with Clause 8.1 of this Appendix C or at any time afterwards, but shall not take effect before the effective date of the removal of such Goods from the Maintenance Inventory.

10.3 Following any termination of the Maintenance Services by the Authority in accordance with Clause 10.1 or Clause 10.2 of this Appendix C, the Supplier shall make a full refund to the Authority in respect of the balance of the Contract Price paid in advance for the Maintenance Services for any period following such termination to the extent such balance has not already been paid to the Authority in accordance with Clause 9.1.2 of this Appendix C. Such refund shall be paid automatically by the Supplier to the Authority within thirty (30) days following the effective termination date of this Contract.

11 Non-performance

11.1 The Supplier acknowledges the critical importance that the Authority places on ensuring that all Goods used by the Authority are properly maintained in a timely manner so as to ensure the safety of its staff, patients and other service users.

Requirements

Therefore, without prejudice to any other provisions of the Contract, where the Supplier does not provide the Maintenance Services in accordance with any time periods and/or other requirements set out in the Contract ("**Non-performed Services**"), without prejudice to its other right and remedies under this Contract, the Authority may elect to: (i) follow the remedial process set out in Clause 15.3 of Schedule 2 of these Call-off Terms and Conditions; or (ii) the Authority may procure alternative maintenance services from a third party.

11.2 The Authority confirms that it will act reasonably at all times when electing to exercise its rights to procure alternative services from a third party under Clause 11.1 of this Appendix C. In particular, the Authority will only elect to procure alternative services from a third party where the following circumstances apply:

11.2.1 the alternative services are required urgently due to health and safety reasons and/or to keep the relevant Goods operative;

11.2.2 the Supplier has been notified of the urgency of the requirement and its failure to provide the Maintenance Services in accordance with the requirements of this Contract; and

11.2.3 the Supplier has been given a reasonable period of time (taking into account the urgency of the requirement) to perform the Non-performed Services itself. What is a "reasonable period of time" in the particular circumstances shall be determined at the Authority's sole discretion taking into account its obligation under this Clause 11.2 of this Appendix C to act reasonably.

11.3 In the event that the Authority elects to procure alternative services from a third party in accordance with Clause 11.1 of this Appendix C, the following provisions shall apply:

11.3.1 where the Supplier has been paid the Contract Price in advance for such Non-performed Services, the Supplier shall (i) refund the Authority the full Contract Price paid; and (ii) pay to the Authority upon demand any additional charges that the Authority has incurred in connection with any alternative services additional to the Contract Price paid to the Supplier; and

11.3.2 where the Supplier has not yet been paid the Contract Price for such Non-performed Services, the Supplier shall: (i) forfeit the Contract Price for such Maintenance Services; and (ii) pay to the Authority upon demand any additional charges that the Authority has incurred in connection with any alternative services additional to the Contract Price that would have been paid to the Supplier had the Supplier performed the Non-performed Services in accordance with any time periods and/or other requirements set out in the Contract.

12 **Supplier's obligation to make good any damage**

12.1 The Supplier shall make good at the Supplier's expense any damage to any property or equipment caused by the Supplier when providing the Maintenance Services.