

Contract for Supply of Goods and/or Provision of Services with Power Control LTD

For 1715 Uninterruptable Power Supply (UPS) Maintenance Contract for SCW

Contract being awarded under:

NHS Terms and Conditions for the Supply of Goods and the Provision of Services: purchase order version:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/681017/NHS_TERMS_AND_CONDITIONS_FOR_THE_SUPPLY_OF_GOODS_AND_THE_PROVISION_OF_SERVICES_PO_VERSION.docx

The Authority	<i>NHS England on behalf of South, Central and West CSU Omega House Southampton Road Eastleigh Hampshire SO50 5PB</i>
The Supplier	<i>Power Control Ltd 272 Bath Street Glasgow G2 4JR Companies House No: SC152126</i>
Buyer invoice address	<i>ODF PAYABLES M425 PO BOX 312 Leeds LS11 1HP</i>
Date	<i>16/09/2024</i>

This Contract is made on the date set out above subject to the terms set out in the NHS Terms and Conditions for the Supply of Goods and/or the Provision of Services: purchase order version (as per the link above). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods and/or Services on the terms of this Contract.

The Supplier and the Authority hereby agree as follows:

1. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - a) The Specification of the Authority's requirements as appended in Appendix 1
 - b) The Contract Price schedule, as appended in Appendix 2
 - c) NHS Terms and Conditions for the Supply of Goods and/or the Provision of Services: purchase order version (as per the link above and attached)
2. The Commencement Date of the Contract shall be **16th September 2024**.
3. The Term of this Contract shall be **1 (one) years from the Commencement Date and have an option to extend for 1 (one years)**.

4. The payment profile for this Contract shall be **fixed term and yearly in advance on receipt of the first invoice.**
5. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time with three (3) months' written notice.
6. The Services shall be provided by the Supplier at the Premises and Locations listed below: N/A
7. The Contract Managers at the commencement of this Contract are:
 - a) for the Authority:
 South, Central and West CSU, Omega House, Southampton Road, Eastleigh, Hampshire, SO50 5PB
 - b) for the Supplier:
 Rotherside Road, Eckington, Sheffield, S21 4HL
8. Notices served under this Contract are to be delivered to:
 - a) for the Authority:
 South, Central and West CSU, Omega House, Southampton Road, Eastleigh, Hampshire, SO50 5PB
 - b) for the Supplier:
 Rotherside Road, Eckington, Sheffield, S21 4HL
9. The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price

Signed by the authorised representative of THE AUTHORITY

Name:	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	Signature:	<div style="background-color: black; width: 150px; height: 40px;"></div>
Position:	Director of Business Management & Governance	Date:	16/09/2024

AND

Signed by the authorised representative of THE SUPPLIER

Name:		Signature:	
Position:	Director	Date:	16/9/2024

Appendix 1
Authority Specification

Service Delivery / Product Requirement

UPS Maintenance for SCW and support; bidders should provide quote for each of the below:

[REDACTED]

[REDACTED]

The supplier is to provide an acceptable emergency response within 4 hours of a call being raised to the response team.

The supplier must carry out one Annual Preventative Maintenance visit, which is to be conducted during the weekend.

The expectation of a preventative maintenance visit will include assessment of the systems are working within operation parameters and as required, ensure the equipment is in a optimum operational state.

The supplier will ensure that all costs for labour and travel included for servicing, call outs and repairs are included in the contract cost and not charge any further costs. Except for additional parts which are chargeable.

Parts chargeable are to be agreed during the service visit on receipt of a maintenance report.

The supplier must provide a telephone technical support function.

The supplier must provide access to 24-hour emergency helpline number all year round.

[REDACTED]

[REDACTED]

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The supplier must provide access to 24-hour emergency helpline number all year round.

Outcome

The key outcome is to ensure we have a supported UPS platform for required infrastructure services.

Original Equipment Manufacturer

To ensure fair consistency in pricing when applying for the opportunity, the pricing originates from the original equipment manufacturer; UPS as (contact details provided below):

UPS Systems plc
Unit 71, Shrivenham Hundred Business Park
Majors Road, Swindon, SN6 8TY
Tel: 01488 680524

Monitoring and reporting

The supplier is to provide an ad hoc report of the Emergency calls and response times within 1 month of the call.

The supplier is to provide a report of the annual preventative maintenance visit, this must include, date, time, duration, service and tests carried out.

The supplier will provide an SLA availability report monthly.

Service Level Agreement (SLA)

Service Availability – 99.9%
Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday

Industry Standards or Accreditations (equivalents)

ISO27001

Contract Manager

Senior Technical Consultant | Digital, Data & Technology (DDaT)
NHS South, Central and West

Expected contract start date and End date

Contract Term: 12 months starting from 16/09/2024 to 15/09/2025 plus the optional 12-month extension as schedule 1.3 of Document 3.

Contract Term including the extension period date: 16/09/2024 to 15/09/2026

Delivery address:

Remote delivery
SCW's central licence email address:

Appendix 2
Contract Price

The financial model is to be based on Fixed Price term; annual payment as detailed in the table below.

Total Cost
£10,114.00

Description	Product Code	Quantity	Unit Price	Cost	Year 1 (Fixed Term)	Year 2 (Optional Extension Term)

Total Contract Duration: 2 Years	Total for Year 1 (Fixed Term)	Total for Year 2 (Optional Extension Term)
£10,114.00	£5,057.00	£5,057.00

Comments and Points of Clarity
Due to the age of the UPS units we are unable to offer parts inclusive. UPS Gold Cover - ONWH 24/7/365 Technical Support 4 hour emergency response to a fault call. 1 x Planned Maintenance visits per annum Outside Normal Working Hours - Saturday Parts chargeable as required.
