

NFC170 – Order Form and Contract

NFC170 Microsoft Aggregation – Order Form

ORDER FORM (SLA)

CALL-OFF REFERENCE:	RM6068
THE BUYER:	NHS North England Commissioning Support Unit
BUYER ADDRESS:	John Snow House Durham University Science Park Durham DH1 3YG United Kingdom
THE SUPPLIER:	Insight Direct (UK) LTD
SUPPLIER ADDRESS:	4th floor The Charter Building Charter Place Uxbridge UB8 1JG United Kingdom
REGISTRATION NUMBER:	02579852
DUNS NUMBER:	769387739
SID4GOV ID:	208171

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables from the Call Off Start Date.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

NFC170 – Order Form and Contract**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Attachments.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for this contract
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3.0.6) (including those amends from the Framework Award Form)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
7. Annex B Call-Off Schedule 6 (ICT Services)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the Buyer will still be bound by the terms of their Enterprise Agreement with Microsoft, which is a separate signed document and outside of this Call-Off Contract.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE:

The later date of signature by either Supplier or Buyer on this Order Form

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CALL-OFF EXPIRY DATE: Three (3) Years after the initial enrolment date (except where the Optional Extension Period is taken, then the Call-Off Expiry Date shall be Four (4) Years after the initial enrolment date). Call-Off Contract to co-term and expire at the same date as agreement with Microsoft.

CALL-OFF INITIAL PERIOD: Three (3) Years from the initial enrolment date

CALL-OFF OPTIONAL EXTENSION PERIOD Up to one (1) Year

CALL-OFF DELIVERABLES
See Attachment 3 Statement of Requirement

LOCATION FOR DELIVERY
There is no physical delivery required.

DATES FOR DELIVERY OF THE DELIVERABLES
Expiry of existing licensing is outlined in Attachment 4 Price Schedule. Initial licensing and enrolment must be completed in line with 18.1 of Attachment 3 Statement of Requirements.

TESTING OF DELIVERABLES
None

WARRANTY PERIOD
The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

MAXIMUM LIABILITY
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is set out in Attachment 4 Price Schedule.

CALL-OFF CHARGES
The whole life Call Off contract value is £1,275,345 excluding VAT.

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See Attachment 4 Price Schedule and see details in Attachment 3 Statement of Requirements

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Buyer shall pay by BACs following a valid Invoice

BUYER'S INVOICE ADDRESS:

NHS North of England CSU OAR Payables M265
PO box 312
Leeds LS11 HP
United Kingdom

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

BUYER'S CONTRACT MANAGER:

[REDACTED]

BUYER'S DATA PROTECTION OFFICER:

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

SUPPLIER'S CONTRACT MANAGER:

[REDACTED]

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SUPPLIER'S DATA PROTECTION OFFICER:

[REDACTED]

PROGRESS REPORT FREQUENCY

As Per Call-Off Schedule 14 and the Account Management Plan outlined in Attachment 3 Statement of Requirements.

PROGRESS MEETING FREQUENCY

As Per the Account Management Plan outlined in Attachment 3 Statement of Requirement.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As set out in Call-Off Schedule 4 – Commercially Sensitive Information
Order Form Attachment 4 – Price Schedule

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable





GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Full Name:	
Role:	Contracts Manager	Job Title/Role:	Director of Financial Control
Date:	26/01/2024	Date Signed:	23 February 2024
		Signature:	
		Name:	
		Role:	
		Date:	

ORDER FORM ATTACHMENT 3 – STATEMENT OF REQUIREMENTS

- 1. PURPOSE
 - 1.1 This procurement seeks to procure the Goods and Services, on behalf of the Buyers, from the successful Supplier.
 - 1.2 All organisations named in this Attachment 3 are eligible Contracting Authorities.
 - 1.3 This procurement is broken down into 4 Lots.
 - 1.4 All Contracting Authorities in this NFC170 aggregation have the same requirements as stated within this Attachment 3.

2. LIST OF CONTRACTING AUTHORITIES

- 2.1 The following organisations are participants of this further competition:

2.1.1	Lot 1	London and East of England

2.1.2 Lot 2 Midlands

Government	Percentage
Current government	85%
Previous government	15%

	95%
	55%
	60%
	85%
	45%
	35%
	75%
	100%
	15%
	25%
	40%
	98%
	98%
	70%
	70%
	80%
	85%
	65%
	90%
	95%

- 2.2 Only these organisations (including any future successors) will be eligible to issue Call Off Orders as a result of this NFC170.
- 2.3 Any organisation that becomes a part of these participating organisations as a result of the Machinery of Government Change shall also be included.
- 2.4 Participation in this procurement is not a commitment to enter a contract and the Buyers will use the results of this NFC170 further competition to decide whether they wish to enter into discussions with the winning bidder ahead of signing the contract. Therefore Bidders are reminded of the importance of submitting their most advantageous offers in response to this procurement.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 For the purposes of NFC170, Crown Commercial Service (CCS) is acting as an agent on behalf of the Buyers participating in this aggregated procurement. All contracts and service offerings resultant from this procurement will be between the winning Supplier and the Buyers participating in NFC170.

4. DEFINITIONS

Expression or Acronym	Definition
Account Management Plan	Means; the activities outlined at section 18 of this document
Agreement with Microsoft	Means; any volume license agreement with Microsoft procured as part of the Contract
Buyer	Means; any Contracting Authority as defined within the scope of this bid pack
EA	Enterprise Agreement
EES	Enrolment for Education Solutions
ESA	Enterprise Subscription Agreement
Order Form	Means; the Draft Order Form at Attachment 6 – Order Form of this bid pack
Price/Pricing Schedule	Means; Attachment 4 - Price Schedule of this bid pack.
SCE	Server and Cloud Enrolment
Supplier	Means; you, your organisation you represent

5. QUOTES, INVOICING AND PAYMENT

- 5.1 Invoices should be submitted to an address determined by the Buyer as per the final completed Order Form.
- 5.2 Invoices may only be submitted once an order has been successfully processed.
- 5.3 Invoices and quotes must show the list price from Microsoft and the margin applied by the Supplier broken down by each product type. The breakdown can be supplied as a separate document, but must be supplied at the same time as the Invoice.
- 5.4 Quotes must show services that will incur an extra charge.
- 5.5 Invoices must show services provided that have incurred an extra charge.
- 5.6 Licenses are to be billed annually in advance, with newly added licenses to be charged pro-rata and billed as they are ordered and added to the Contract.
- 5.7 Consumption for Azure will be billed according to the type of plan the Buyer has.
- 5.8 Invoice Schedule:

Enrolment Date	Invoice for Year 1 initial Agreement with Microsoft product set (as refined in enrolment period)
Throughout Year 1	Where the Buyer adds true-up products or product additions, pro-rata invoices are issued once the product is added to Contract. Where applicable, Azure consumption is invoiced.
1st Year Anniversary Date	Invoice for Year 2 Agreement with Microsoft amended product set (including true-up licenses and accounting for any true-downs)
Throughout Year 2	Where the Buyer adds true-up products or product additions, pro-rata invoices are issued once the product is added to Contract. Where applicable, Azure consumption is invoiced.
2nd Year Anniversary Date	Invoice for Year 3 Agreement with Microsoft amended product set (including true-up licenses and accounting for any true-downs)
Throughout Year 3	Where the Buyer adds true-up products or product additions, pro-rata invoices are issued once the product is added to Contract. Where applicable, Azure consumption is invoiced.
Below Year 4 applies ONLY where the Buyer invokes the optional one (1) year extension	
3rd Year Anniversary Date	Invoice for Year 4 product set – likely to be a new enrolment year of Agreement with Microsoft

Throughout Year 4	Where the Buyer adds true-up products or product additions, pro-rata invoices are issued once the product is added to Contract. Where applicable, Azure consumption is invoiced.
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- 5.9 Payment terms shall be 30 days from a valid invoice, unless other payment terms are agreed between the Buyer and Supplier.
- 5.10 The Supplier shall comply with Buyer requirements for set up and invoicing via any e-payment systems. The Supplier shall not charge for any differing requirements per Buyer around invoicing.

Quotation for :	North of England Commissioning Support Unit (hosted by NHS Commissioning Board)
Contact:	[REDACTED]
Quote Ref:	Microsoft NHSE23 Enterprise Subscription Agreement (ESA) Year 1, Year 2 and Year 3 Payment Schedule [F I N A L]
Quotation by:	[REDACTED]
Date :	19/01/2024
Quote valid to :	31/01/2024

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Call-Off Schedule 14 (Service Levels)

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JOINT SCHEDULE 2 (VARIATION FORM)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete as applicable: CCS / Buyer]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address