

Further Competition Order Form

CALL-OFF REFERENCE	DN589121-MFT21-0044-Provision of Resilient Internet Links
THE BUYER:	Manchester Foundation Trust
BUYER ADDRESS	Manchester Foundation Trust Oxford Road Manchester, M13 9WL
SUPPLIER REFERENCE	OP001055444
THE SUPPLIER:	Virgin Media Business Limited
SUPPLIER ADDRESS:	500 Brook Drive, Reading, RG2 6UU
REGISTRATION NUMBER:	01785381
DUNS NUMBER:	289824328
SID4GOV ID:	289824328

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated is dated as per the final signature date on the last page of this Order Form

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 1 : Data Access Services

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 Call-Off Special Terms and Call-Off special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3808



3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3808
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **[Insert Call-Off reference number]**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3. 0.5)
5. Joint Schedule 5 (Corporate Social Responsibility)
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

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.

CALL-OFF SPECIAL TERMS

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

Capitalised terms used in these special terms have the meaning given to them in Joint Schedule 1 (Definitions), unless the context requires otherwise.

1. The Buyer acknowledges that the Deliverables or the Services described in Call Off Schedule 4 (Call Off Tender) meet the requirements of the Buyer and Call Off Schedule 20 (Call Off Specification).
 2. Each Service is subject to the Supplier carrying out a survey of the relevant Operating Environment. If Supplier's survey reveals that any aspect of the Operating Environment is unsuitable for the provision of the Service the Supplier shall advise the Buyer in writing of the actions, timetable and cost (which shall be borne by the Buyer) to make the Operating Environment suitable.
 3. The Buyer shall be responsible for configuring the Buyer System to operate with the Supplier System and shall ensure the Buyer System is maintained in accordance with Good Industry Practice.
 4. The Buyer acknowledges that the Call Off Contract is for the provision of the Deliverables or the Service only and that it does not cover the development of
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IPR. Accordingly, and notwithstanding any other provision of the Call Off Contract the Buyer shall not acquire any IPR (including but not limited to New IPR) arising out of or in connection with the provision of the Deliverables or the Service or the performance of the Supplier's obligations under the Call Off Contract.

5. Notwithstanding clause 9 of the Core Terms or any other provision of the Call Off Contract, if the Supplier provides any Supplier Existing IPR or any licence to use software under the Call Off Contract, the Buyer's licence to use the Supplier Existing IPR or software will automatically cease at the end of the Contract Period.
6. The Supplier shall perform its obligations under the Call Off Contract in accordance with the Supplier's own policies unless compliance with a specific Buyer policy is confirmed in the Call Off Order Form or the Call Off Tender.
7. The Buyer shall comply with the Supplier's policies when conducting an Audit or when it exercises any right arising under the under the Contract that requires access to the Supplier's premises, assets and systems, information or personnel.
8. Despite the provisions of Call Off Schedule 10, the Buyer acknowledges that there are no Transferable Assets or Transferable Contracts connected with the Call Off Contract.
9. The Buyer Obligations set out in the Implementation Plan, and the pricing conditions and assumptions set out in Call Off Schedule 5 (Pricing Details) will have effect as Special Terms.

CALL-OFF START DATE 01/10/2022

CALL-OFF EXPIRY DATE 30/09/2027

CALL-OFF INITIAL PERIOD 5 Years

CALL-OFF OPTIONAL EXTENSION PERIOD N/A

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate the Contract by giving the Supplier not less than 90 days' written notice, provided such notice does not take effect until the last date of the Call Off Initial Period.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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 **£67,590.(Ex Vat)**

5 Year Estimated Total Charges - £ 337,950 (Ex VAT)

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

Payment is to be made by BACS

Payment details will be provided with the Supplier's invoice

Remittances can be e mailed to bacspayments@virginmedia.co.uk or posted to

Virgin Media Business, Business Payments, PO Box 4459, Worthing, BN13 1XP

BUYER'S INVOICE ADDRESS:

Accounts Payable - Central Invoices
Finance and Procurement Business Unit
Trafford General Hospital Davyhulme
M41 5SL
Email Invoices to: accounts.payable@mft.nhs.uk

BUYER'S AUTHORISED REPRESENTATIVE

Karen Flintoft
Head of Informatics Commercial Services
Karen.Flintoft@mft.nhs.uk
Trafford General Hospital,
Davyhulme, Manchester, M41 5SL

BUYER'S ENVIRONMENTAL POLICY

The Supplier will comply with its own Environmental Policy

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

Part C (No Staff Transfer on the Start Date) and PART E (Staff Transfer on Exit) of Call -Off Schedule 2 (Staff Transfer) applies

QUALITY PLAN

Not Applicable

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies

The Supplier will not be required to complete a 'Statement of Assurance' questionnaire (as stated in Call-Off Schedule 4 'Call Off Tender' Section 14). The Supplier will maintain ISMS certified to ISO27001 and will also maintain Cyber Essential Plus certification (certificates to be made available on request).

BUYER'S SECURITY POLICY

Not Applicable

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits)

The required Service Maintenance Level is Level 4.

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is 1 Calendar Month

PERFORMANCE MONITORING

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Martin Horrocks
Account Director
Martin.horrocks@virginmedia.co.uk
Concord Business Park
Threapwood Road
Manchester
M22 0EY

SUPPLIER'S CONTRACT MANAGER

Phil Welch
Head of IT Infrastructure
phil.welch@mft.nhs.uk
Trafford House, Manchester, M23 9XD

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

OPERATIONAL BOARD

Not Applicable

KEY STAFF



Not Applicable

KEY SUBCONTRACTOR(S)

British Telecommunications plc
81 Newgate Street, London, EC1A 7AJ

COMMERCIALLY SENSITIVE INFORMATION

The following is Supplier's Commercially Sensitive Information: Call-Off Schedule 4 (Call Off Tender, Call-Off Schedule 5 (Pricing Details), Supplier's Business Continuity and Disaster Recovery Plan, Supplier's Security Management Plan and all Supplier's policies.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Martin McFadyen	Name:	Dan Prescott
Role:	Head of Public Sector	Role:	CIO
Date:	29/09/2022	Date:	8 November 2022

Joint Schedule 11 (Data Processing)

1. At the Call-Off Start Date the Parties do not envisage that the Supplier will Process Personal Data on behalf of the Buyer. If the Buyer subsequently requires the Supplier to Process Personal Data as a Processor on its behalf then the Parties will first complete the Processing Personal Data Annex together with a Variation Form.
2. The Buyer can find the Supplier's Data Privacy Policy set out in the following link: <https://www.virginmediabusiness.co.uk/legal/privacy-policy/>

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Call-Off Schedule 4 (Call Off Tender)

Original tendered contract:



OP001055444 - New
Internet Links Mini-Cc

Please find the attached quote.



Virign Quote.xlsx

Call-Off Schedule 5 (Pricing Details)



Appendix D – Pricing
Schedule v2.docx

5 Year Total Charges - £ 337,950 (Ex VAT)

Pricing conditions and assumptions

Capitalised terms used in these conditions and assumptions have the meaning given to them in Joint Schedule 1 (Definitions), unless the context requires otherwise.

1. The Supplier estimates the costs for installing and connecting the Services, and those estimated costs will be covered by the prices set out in this Call Off Schedule 5 (Pricing Details). After the Start Date the Supplier may carry out a survey of each Site (or the Operating Environment) where the Supplier will provide Service. If:-
 - 1.1 when the Supplier carries out a survey, the survey indicates that there will be extra costs (above the Supplier's estimated costs) to provide the Service; or
 - 1.2 when the Supplier is installing and connecting the Service, the Supplier discovers something which was not highlighted by the survey, and this results in there being extra costs (above the Supplier's estimated costs as confirmed or as changed as a result of any extra costs arising from the Supplier's survey); or
 - 1.3 when the Supplier is installing and connecting the Service, the Buyer or Buyer's landlord at a Site asks the Supplier to (and the Supplier agrees to) make a change to the Service, and this results in there being extra costs,then the Supplier will notify the Buyer of the amount of the extra costs and may increase the Charges by the amount of the extra costs identified. On notification of the increase to the Charges to the Buyer, the Supplier may suspend further installation works at an affected Site (without liability to the Buyer) until the Buyer has confirmed it accepts the new Charges or exercises the right to cancel the Service pursuant to paragraph 3 below.
2. Without limiting the extra costs that the Supplier may pass on to the Buyer under paragraph 1, if following the site survey, additional infrastructure, capacity or network is identified as being required to provide the Service, the following additional costs may apply:

2.1 Dig costs including ducting for first 5 metres - £1500.

2.2 Dig cost including ducting after first 5 metres per metre - £200.

2.3 Cable pull through ducting with spare capacity including cable, per metre - £50.

2.4 Call out charge cable pull - £100.

3. Upon receipt of the Supplier's notice to increase the Charges in accordance with paragraph 1 above, the Buyer may cancel the Service to an affected Site (without liability on the part of the Supplier) by giving the Supplier written notice. If the Buyer does not confirm it accepts the new Charges or has not cancelled the Service to the affected Site within 7 days of notification of the new Charges the Supplier may cancel Service to the affected Site without liability to the Buyer. Upon cancellation of a Service by either Party the Buyer shall (as a primary obligation) pay the Supplier the Cancellation Charges. The Buyer acknowledges that these amounts do not constitute a penalty at law and are a genuine pre-estimate of the loss suffered by the Supplier.
 4. The Supplier (or its group company acting on the Supplier' behalf) may invoice the Buyer for Services as set out below:
 - 4.1 Installation Charges may be invoiced on or after completion of the installation at a Site;
 - 4.2 Professional Service Charges may be invoiced on or after the completion of any applicable milestone or when a scheduled payment becomes due;
 - 4.3 Annual Recurring and Maintenance Costs will be invoiced annually in advance, the first invoice will be raised on or after the completion of the installation of the Service at a Site;
 - 4.4 Cancellation Charges may be invoiced on or after cancellation of the affected Service.
 5. The Supplier may invoice the Buyer and the Buyer shall pay all Charges that should have been paid by the Buyer on a target installation date for a Service if the target installation date is delayed due to an Authority Cause. In addition the Buyer shall pay the Supplier the aborted site visit costs and any third-party costs incurred as a result of such delay.
 6. All prices are based on the Supplier carrying out works on a Working Day during Supplier's normal working hours. The Supplier reserves the right to apply the Out of Hours Charges (as defined in this Call Off Schedule 5 (Pricing Details) where the Supplier agrees to carry out works on a Non-Working Day or outside of the Supplier's normal working hours.
 7. If the Buyer cancels the Call Off Contract or the Service in accordance with its terms it shall pay the Cancellation Charges. Cancellation Charges for the Buyer terminating the Call Off Contract or cancelling a Service after the service commencement date but prior to expiry of the Call-off Initial Period (or any extension thereof) shall be the equivalent of all outstanding Charges as at the date of cancellation plus 100% of Charges that would have been paid by the Buyer up to and including the end of the Call-Off Initial Period (or any extension thereof) had the Buyer not terminated the Contract or cancelled a Service early. The Buyer acknowledges that these amounts do not constitute
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a penalty at law and are a genuine pre-estimate of the loss suffered by the Supplier.

8. The prices set out in this Call Off Schedule 5 (Pricing Details) are based on the Buyer purchasing all mandatory Services described in Call Off Schedule 4 (Call Off Tender) and the Supplier reserves the right to amend the Charges if the Buyer does not purchase all mandatory services.
 9. Notwithstanding clause 4.8 of the Core Terms, the Buyer acknowledges that the Services described in this Service Offer do not provide for the supply of materials, goods or services used to provide Deliverables at a cost that is reimbursable by the Supplier, accordingly clause 4.8 of the Core Terms will not apply to the Services.
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Call-Off Schedule 20 (Call-Off Specification)



New Internet Links
Mini-Comp v1.1 (003)

Please find the attached quote.



Virign Quote.xlsx