

# Order Form

Confidential When Complete

Call-off Contract Details	
Title of Framework Agreement:	Audio Visual Solutions & Integrated Operating Theatres 2
Framework Agreement Reference:	10245
Lot number:	3
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	
Estimated Patient Numbers: [indicative patients to be seen/treated during this contact]	NA
Purchase Order:	TBC
Authority Contact Details:	
Name:	
Phone Number:	
Category Generic Email Address:	enquiries@ukhsa.gov.uk

## Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

Period of the Agreement			
Commencement Date:	17/01/2025	Expiry Date:	31/03/2025
Extension Period(s): [Optional]	NA		
Maximum Permissible Term	NA		

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

## Supplier Order Form Signature Panel

The "Supplier"	
Name of Supplier:	Cinos Limited
Name of Supplier Authorised Signatory:	[REDACTED]
Job Title of Supplier Authorised Signatory:	Solutions Architect
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Supplier:	Frimley, Surrey GU16 7SG

The "Approved Organisation"	
Name of Approved Organisation:	UKHSA
Authorised Signatory:	[REDACTED]
Job Title of Approved Organisation Authorised Signatory:	Commercial Lead and Contracts Manager • L2: Commercial
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Approved Organisation:	10 South Colonnade London E14 4PU United Kingdom

Please note each party authorised signatory shall be also that Signatory above shall also be that Party's authorised representative for the purposes of Clause 23.3 of Schedule 2 of the Call-off Terms and Conditions

Subject to the Parties complying with Clause 30 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

# Agreement

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## 1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties.

The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

## 2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

Supplier Call-off Contract Manager Details:	
Supplier Call-off Contract Manager:	
Supplier Call-off Contract Manager contact details:	
Approved Organisation Contract Manager Details:	
Approved Organisation Call-off Contract Manager:	
Approved Organisation Call-off Contract Manager contact details:	

## 3. Periodic Review

In accordance with Clause 16.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

[REDACTED]

[REDACTED]

Supply and installation of the recommended Poly DECT Base Stations, Repeaters and Handsets. Full location details are provided in the report which the Cinos installation team will adhere to for base station and repeater installation locations. The total system comprises of 53 Poly Rove DECT B4 Base Stations, 9x R8 DECT Repeaters and 80 x Rove 40 Handsets. All equipment will be pre-staged at the Cinos offices to allow for all equipment to be updated to the latest software releases from Poly prior to installation. A technical pre-installation site survey has also been included to allow for the Cinos project team to verify that all suggested installation locations are suitable and have accessible data and power outlets nearby. Basic consumables have been included to allow for device patching and some power extensions to the nearest outlets if needed, however additional costs may apply if there is no suitable power or data nearby to the installation location and longer Cat6 or power extensions are needed beyond the included figures. Following discussions with the UKHSA Voice Team, an engineering test kit of a single Rove 40 handset and B2 DECT Base Station have been included for testing firmware updates prior to rollout to the production system. Installation works have been costed to take place in standard business hours and are currently expected to be 6-8

[REDACTED]

As

[REDACTED]

#### **Goods Delivery Schedule/Services Implementation Plan**

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

[REDACTED]

#### **D. Key Personnel**

Pursuant to Clause 6.3 of Schedule 2 of the Call-off Contract please set out key personnel required for the supply of Goods and/or the provision of Services.

4.9 Frimley 4 Business Park  
Frimley, Surrey GU16 7SG

#### **E. Sub-contracting and Personnel**

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

Not applicable

#### **F. Policies**

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

As NHS SBS Audio Visual Solutions and Integrated Operating Theatres 2 (SBS10245)

#### **G. Leases or Licences**

Where applicable, please detail any leases or licences to be provided by either Party to the other.

Not applicable

#### **H. Special Terms**

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and

- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

None

#### **I. Charges**

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule in and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation (see Schedule 12 of the Framework Agreement)?

Y/N

No

#### **J. Confidential Information**

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

None

#### **K. Complaints/Escalation Procedure**

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation's additional requirements regarding complaints.



None

#### **L. Limit of Liability**

Please populate the limit of liability values.

The limits of liability set out in Clause 14.2 of Schedule 2 of the Call-Off Terms and Conditions shall apply.

#### **M. Management Information (MI)**

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

None

#### **N. Invoicing**

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

#### **O. Exit Requirements**

Please include details of any exit requirements with which the Supplier is required to comply.

Not applicable

## P. Termination

Please detail specific termination provisions here.

### 1. Termination Right:

Either party may terminate this Contract, in whole or in part, for convenience and without cause by providing 10 days' written notice to the other party.

### 2. Notice Period:

The notice of termination must be delivered in writing to the other party at the address specified in the Contract and must clearly state the intention to terminate the Contract under this clause.

### 3. Obligations on Termination:

Upon termination for convenience, the following will apply:

- The Contractor will cease all work under the Contract on the termination date and will deliver to the Authority any work in progress or completed work up to the termination date.
- The Authority will pay the Contractor for all work satisfactorily performed up to the termination date, including any reasonable costs directly incurred as a result of the termination.
- The Contractor will not be entitled to any additional compensation or damages as a result of the termination.

### 4. Return of Materials:

Each party shall promptly return or destroy any confidential or proprietary information and materials received from the other party in connection with the Contract.

## 6. Other Specific Requirements

### Detailed Requirements

include an attachment with full details.

In accordance with Clause 2.5 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager.

**All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.**

## **Appendix 1 – Data Protection Protocol**

Not Applicable