

Order Form Confidential When Complete

Call-off Contract Details					
Title of Framework Agreement:	1783 - Audio Visual Solutions & Integrated Operating Theatres 2				
Framework Agreement Reference:	10245				
Lot number:	2 - Multi-Disciplinary Team Rooms and Conferencing Facility Room				
Call-off procedure used:	Further Competition				
Total Call-off Contract Value:	£50,547.00 (Excluding VAT) Which comprises of (Excluding VAT) for goods and 5 year support service (as per Suppliers Bid) + (Excluding VAT) contingency for additional fees.				
Estimated Patient Numbers:	n/a				
Purchase Order:	TBC				
Authority Contact Details:					
Name:	Head of Estates – Corporate Services				
Phone Number:					
Category Generic Email Address:					

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NHS Shared Business Services Limited, Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH www.sbs.nhs.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:	1 st March 2025	Expiry Date:	29 th February 2028		
Extension Period(s): [Optional]	1 year + 1 year				
Maximum Permissible Term	5 years				

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:	IDNS Ltd
Name of Supplier Authorised Signatory:	
Job Title of Supplier Authorised Signatory:	
Contact Details Email Address:	
Contact Details Phone Number:	
Address of Supplier:	Unit 1b, Springfield Court, Summerfield Rd, Bolton,
	BL3 2NT

Signature of	Date of Signature:	[<mark>12/02/2025</mark>
Authorised		
Signatory:		

Approved Organisation Order Form Signature Panel

The "Approved Organisation"	
Name of Approved Organisation:	NHS England on behalf of South, Central and West
	(SCW) Commissioning Support Unit
Name of Approved Organisation	
Authorised Signatory:	
Job Title of Approved Organisation	
Authorised Signatory:	Director of Specialist Services
Contact Details Email Address:	
Contact Details Phone Number:	
Address of Approved Organisation:	Omega House, Eastleigh, SO50 5PB

Signature of	Date of Signature:	
Approved		13/02/2025
Organisation		
Authorised Signatory:		

Please Note: Each Party's respective Authorised 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 in respect of any variations to the Call-off Contract during its Term.

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	Approved Organisation Contract Manager Details:				
Approved Organisation Call-off Contract					
Manager:	Head of Estates Corporate Services				
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.

4. Requirements

A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

Authority's Specification

Background and Context

Following the opening of a new office premise in Bristol and the continuation of working from home principles, it was decided that enhanced video conference provision be made at multiple SCW office locations; Temple Street, Bristol and Omega House, Eastleigh. The deliverable requirements include a video conferencing hardware provision and software service which should be scalable from the initial 2 Office premises.

Service Delivery / Product Requirement

A Video Conferencing solution that includes both a hardware and software package for multiple meeting rooms at SCW offices in Omega House, Eastleigh and Temple Street, Bristol. This needs to be scalable should SCW's estate expand/grow. SCW also require a remote and onsite support service as part of the submission.

Meeting room sizes are: Omega House, Eastleigh Room 2 (capacity 14) - Length 6.07m (plus 0.55m into recess) Width – 4.23m Room 2a (capacity 8) - Length 4.18m; Width – 3.8m

Temple Street, Bristol 1N8 (capacity 10) - 5.4m x 6.8m 1N2 (capacity 8) - 3.75m x 3.8m 1N7 (capacity 20) - 7m x 5.6m

Additionally, 2 portable conferencing devices mounted on wheels; one for Temple Street and one for Omega House are also required.

Requirements

Hardware/software

- All solutions must be built into the room infrastructure and be tamper proof, with the exception of two mobile units which should still be tamperproof.
- Must use LED style screens readable from the back of the room (Not projectors)
- Must be Microsoft Teams Rooms based
- Must be able to guest join Google, Zoom, Webex and other internet VC hosted meetings
- Should have HDMI, Display port and USBC connectivity to display directly to the screen.
- Must have wireless and wired connectivity WAN connectivity

• Must have a "wireless sharing" and "wired sharing" capability so attendees can share content from their own devices

- Must have accessibility features for users with different needs
- Should have automatic presenter/speaker tracking
- Should have an intuitive "meeting panel" control system
- Should be a Windows based device
- Touchscreen capability is NOT essential
- Team's Room outbound calls to mobile and landlines is NOT required
- Team's Room integration with existing telephony systems is NOT required
- Bid must include installation and comprehensive handover by 31st March 2025

Support service

• Must have a hardware and software support contract for an initial contract term of 3 years, with the option to extend by 1 +1 years

• Provided Software and Hardware must have an "End of Life" no earlier than 5 years from date of installation

• The system must be able to be regularly patched to maintain security

• Should have a centralised monitoring and management solution included for remote support by supplier staff

Outcomes

SCW is expecting a managed video conference service installed within the room fabric of 5 rooms in 2 office locations and be simple and intuitive to use. It should be supported by the supplier for hardware and software, including a user helpdesk. We would look to install as soon as possible following contract award.

Monitoring and Reporting

Quarterly Management Information will need to be put into place for the duration of the contract to oversee the following topics:

- a) Support service availability
- b) No of support calls raised, reason, remedial action and time taken to resolve

Service Level Agreement (SLA) Service credits: as per framework agreement Service Availability - Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday (including end user support) Onsite assistance guaranteed within 72 hours during the business week for hardware failure or software failure

Data Protection and Personal Information (GDPR) Not applicable

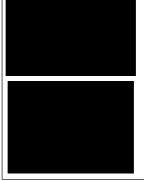
Delivery Address

- 1) SCW offices, 1st floor, North Wing, 100 Temple Street, Redcliffe, Bristol, BS1 6AG
- 2) SCW offices, 2nd floor, Omega House, Eastleigh, SO50 5PB

Contract Manager Head of Estates

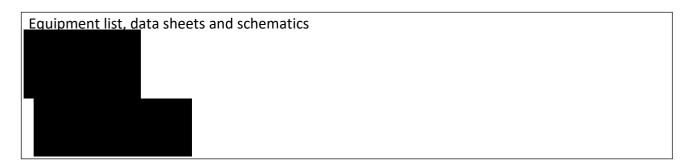
Supplier's Bid

Tender response inc clarification log



B. Goods to be Provided

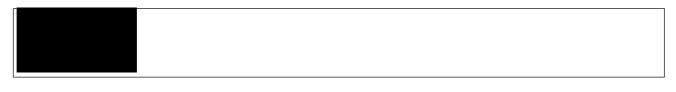
Please detail the Goods to be provided or include an attachment with full details.





C. 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.



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.



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.

No sub-contractors will be used on this contract.

F. Policies

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

Not applicable

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.

Not applicable	

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)?

Ν

This contract will comprise of 3 elements with a combined total contract value of £50,547.00 (excluding VAT):

1) A fixed cost element for hardware and installation of element (excluding VAT)

- A fixed cost for the support for years 1-3 committed with the option to extend for years 4 and 5 of (excluding VAT)
- A call off element for contingency to cover engineer call outs only of (excluding VAT)

The costs of an on-site engineer on a call-out basis will be charged at **Control** + VAT per visit. The Supplier must consult the Approved Organisation in advance to seek approval for all additional fees. Approval is required in writing to the named Contract Manager.

Financial Template				
NHS South, Central and West (SCW)				
Commissioning S	upport Unit			
Contract for the	Contract for			
provision of	the Provision			
	of Audio			
	Visual			
	Conferencing			
	Equipment			
	2024-25 with			
	associated			
	support			
Project no.	1783			
Bidder	IDNS Ltd			
organisational				
name				

Information to Bidders

The Bidder should complete this "Proposal Cost" tab and share it as part of their bid response.

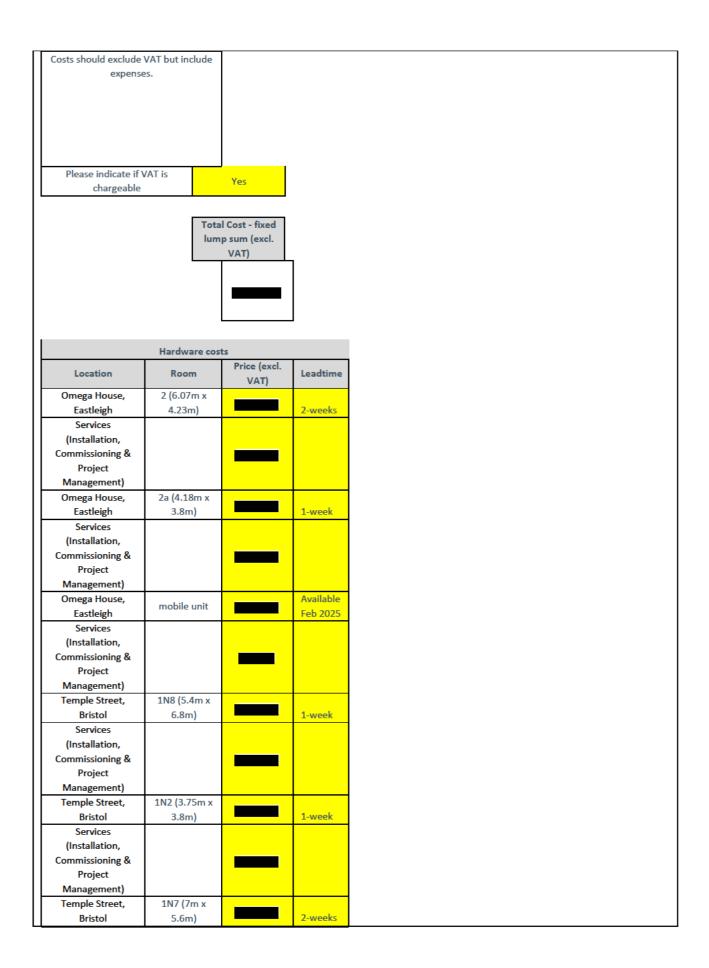
Please note this contract will be evaluated on a total cost over 5 years:

 a) fixed lump sum price for hardware/software solution
 b) 3+1+1 years annual support service

Please insert a fixed cost per room relevant to this contract.

All items offered Free of Charge (FOC) must be clearly marked as such - this will allow the Commissioner to clearly recognise competitive nature of your bid.

Please use the comment box at the bottom to explain any assumptions, or provide any points of clarity you wish to inform the commissioner of.



Services (Installation, Commissioning & Project Management) Temple Street, Bristol Services (Installation,	mobile	unit		Available Feb 2025					
Commissioning & Project									
Management) SUB-TOTAL (e	xcl VAT)								
Support solution			Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	Total	
Omega House,	2 (6.07)	пx	Tear I	fearz	Tear 5	(optional)	(optional)	Total	
Eastleigh	4.23m								
Omega House,	2a (4.18								\neg
Eastleigh	3.8m)							
Omega House, Eastleigh	mobile unit								
Temple Street,	1N8 (5.4	m x							
Bristol	6.8m								
Temple Street,	1N2 (3.75m x								
Bristol	3.8m)								_
Temple Street,	1N7 (7r								
Bristol Temple Street,	5.6m)							_
Bristol	mobile unit								
SUB-TOTAL (excl. VAT)									
		ty							
Comments and Points of Clarity "As part of the Bidder's tender submission, they should identify whether VAT will be recoverable." - In IDNS's experience VAT is recoverable on such works, but it is the Trust's responsibility to organise. All equipment comes with 5-year manufacturer warranty.									

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.

Bidding supplier to confirm

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.

Not applicable

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.

Quarterly Management Information will need to be put into place for the duration of the contract to oversee the following topics:

- a) Support service availability
- b) No of support calls raised, reason, remedial action and time taken to resolve

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.

Invoice Address:

NHS South, Central and West Commissioning Support Unit, 0DF Payables M425, PO BOX 312, Leeds, LS11 1HP

Email to:

sbs.apsinvoicing@nhs.net

All invoices must include:

- the Purchase Order number;
- total value excluding Value Added Tax (VAT);

- the VAT percentage;
- the total value including VAT;
- a contact name and telephone number of an appropriate individual in the Supplier's finance department in the event of administrative queries; and
- the banking details for payment to the Supplier via electronic transfer of funds (name and address of bank, sort code, account name and number).

Please submit:

- an invoice on the completion of the installation work
- quarterly invoices for the service support

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.

Persistent failure (to be defined according to the number/and period within which certain failures occur) frequency by the Supplier to meet the agreed service levels as specified within the Order Form may lead to the Contract being terminated or alternative supplier(s) being appointed by the Approved Organisation to maintain levels of service to service users.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Approved Organisation will be allowed to terminate the Call-Off Contract immediately.

6. Other Specific Requirements

Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

Not applicable

PLEASE NOTE:

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 used.