

**SCHEDULE 7B****Order Form for Competed Goods and Services- Mini Competition**

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.**

<b>The Authority</b>	For Competition and Markets Authority The Cabot 25 Cabot Square London E14 4QZ United Kingdom
<b>The Supplier</b>	BOXXE LIMITED, Artemis House, Eboracum Way, York, YO31 7RE
<b>HealthTrust Europe Contract Reference</b>	<i><b>HTE-005707</b></i>

The Supplier and the Authority hereby agree as follows:

1. Following the completion of a mini-competition exercise ("**Mini-Competition**"), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
  - (b) the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out at Appendix A or Appendix B, as applicable, to the Framework Agreement (including the front page and all Schedules thereto).

3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular , as stated below for the avoidance of doubt:
  - (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause **Error! Reference source not found.** of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.
  - (b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
  - (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.
4. The Commencement Date of the Contract shall be 22<sup>nd</sup> December 2023.
5. The Term of this Contract shall start on the Commencement Date and end 29<sup>th</sup> March 2024. This Contract may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than one (1) month.
6. Data Protection
  - 6.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.
  - 6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.1(i) of Schedule 2.
8. For the purposes of Clause 4.2 of Schedule 2, the Authority shall visually inspect the Goods within **one (1) calendar month** of the date of delivery of the relevant Goods.
9. The payment profile for this Contract shall be within 30 days of having received a valid invoice. Payments shall be made in arrears.
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on one (1) weeks written notice.
11. The provision of Services **Clause 11 is not applicable.**
  - (A) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations set out in the Mini-Competition Specification at:
    - (i) The Competition and Markets Authority, 25 Cabot square, Canary wharf London E14 4QZ
- 12 Training/ Support Services/ Help Desk **Clause 12 is not applicable**

[The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Authority, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods the Authority. The Supplier shall provide as much training and support to the Authority as the Authority may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Authority with copies of all training materials and resources, such materials to include a suitable "train the trainer" programme with sufficient detail to enable trained clinical staff to train others]

### 13 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

- (A) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
- (B) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
- (C) Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.]
- (D) **Not applicable** - Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Appendix 8 shall apply to such transfer.
- (E) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.
- (F) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.
- (G) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9.
- (H) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (I) The bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for are detailed in Appendix 11.

<b>Appendix 1</b>	Mini-Competition Specification
<b>Appendix 2</b>	Mini-Competition Response Document
<b>Appendix 3</b>	Change Control Process
<b>Appendix 4</b>	Implementation Plan <b>(Not applicable)</b>
<b>Appendix 5</b>	Locations subject to lease and/or licence (Not applicable) <b>(Not applicable)</b>
<b>Appendix 6</b>	Step In Rights <b>(Not applicable)</b>
<b>Appendix 7</b>	Termination <b>(Not applicable)</b>
<b>Appendix 8</b>	TUPE Transfer <b>(Not applicable)</b>
<b>Appendix 9</b>	Software and End User License Agreement (EULA) <b>(Not applicable)</b>
<b>Appendix 10</b>	Key Performance Indicators <b>(Not applicable)</b>

Appendix 11	Subcontractors (Not applicable)
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Signed by the authorised representative of THE AUTHORITY

Name:	<div>.....</div>	Signature:	<div>..</div>
Position:	<div>.....</div>		22/12/2023

Signed by the authorised representative of THE SUPPLIER

Name:	<div>.....</div>	Signature	<div>...</div>
Position:	<div>.....</div>		22/12/2023

Appendix 1

Mini Competition Specification

Config Name: CMA\_DL380Gen11\_GPU\_v3

UCID: 5136057544-08 ( Solution Level )

Customer  
Account :

Qty	Product #	Product Description	Mainstream	Parent Node Name	Estimated Availability Lead Time
1			N/A	With Installation	Medium
1			N/A	With Installation	Medium
2			Y	With Installation	Short
2			Y	With Installation	Short
16			Y	With Installation	Short
16			Y	With Installation	Short
2			N/A	With Installation	Medium
2			N/A	With Installation	Medium
8			Y	With Installation	Short
8			Y	With Installation	Short
4			Y	With Installation	Short
4			Y	With Installation	Short
1			N/A	With Installation	Medium
1			N/A	With Installation	Medium
2			N/A	With Installation	Long
2			N/A	With Installation	Long
1			Y	With Installation	Short
1			Y	With Installation	Short
1			N/A	With Installation	Short
1			N/A	With Installation	Short
1			N/A	With Installation	Short
1			N/A	With Installation	Short
1			Y	With Installation	Short
1			Y	With Installation	Short
1			Y	With Installation	Short



Appendix 2

Mini Competition Response Document

Item	Product Code	Description/ Specification	Quantity	Question	Cost per Item (ex VAT)	Total Value (ex VAT)	VAT	Total Value (Inc VAT)
1.1.1	UCID: 5136057 544-08	HP Configure to Order Server as per Specification	1	Please state total cost in £GBP				
		Delivery	1	Please state total cost in £GBP	£ -	£ -	£ -	£ -
Total								

MANDATORY REQUIREMENTS - PASS/ FAIL QUESTIONS					CONTRACTOR'S RESPONSE
Please Note: Questions 2 to 7 are Pass / Fail questions, therefore if a Potential Provider cannot, or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement.					
1	<a href="#">PLEASE CONFIRM YOU HAVE SIGNED AND COMPLETED THE INSTRUCTION TAB HERE</a>	Yes	No	YES	
2	Please confirm that you can meet the requirements to deliver as per the Commercial Response Tab.	Yes	No	Yes	
3	Please confirm that the pricing quoted is for product which matches the specifications as detailed on the Commercial response Tab and the attached specification and that you fully understand the requirement.	Yes	No	Yes	
4	Please confirm that if you are awarded this contract, all invoices will contain the full details and your specific HTE Framework reference	Yes	No	YES	

5	Please confirm that you are able to deliver the complete specification to 25 Cabot square, Canary wharf, London, E14 4QZ	Yes	No	YES
6	Please confirm that you can deliver the specification by 29th March 2024	Yes	No	YES
7	Please confirm the earliest delivery date of required specification and corresponding volumes. No Date will result in a fail.	Yes	No	currently 28/02/2024

Appendix 3

Change Control Process

CHANGE OF CONTROL PROCESS - HTE

CNN NO:	TITLE:	Date Raised:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
KEY MILESTONE DATE:		
FULL DESCRIPTION OF REQUESTED CHANGE (INCUDING PROPOSED CHANGES TO WORDING OF THE CONTRACT):		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE PROVIDER
SIGNATURE:	SIGNATURE:
NAME:	NAME:
POSITION:	POSITION:
DATE:	DATE:

Appendix 4

Implementation Plan

***Not applicable***

Appendix 5

Lease and/or Licence to access Premises and Locations

***Not applicable***

Appendix 6

Step In Rights

***Not applicable***

Appendix 7

Termination Sum

***Not applicable***

Appendix 8

Staff Transfer

***Not applicable***

Appendix 9

Software and EULA

***Not applicable***

Appendix 10

**Key Performance Indicators**

***Not applicable***

Appendix 11

Subcontractors

***Not applicable***