

SCHEDULE 7B

Order Form for Competed Goods and Services

Mini Competition Hardware (7500 Desktop computers)

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.

The Authority	Ministry of Justice (MOJ), 10 South Colonnade, Canary Wharf London, E14 4PU
The Supplier	XMA Limited, Wilford Industrial Estate Ruddington Lane Wilford Nottingham NG11 7EP
HealthTrust Europe Contract Reference	HTE- 005709

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 22nd March, 2023 with a contract value of **£3,440,925.00 Exc VAT** for the provision of **7500 Desktop computers**.
5. The Term of this Contract shall be initial term of 12 months from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than 2 years in total.
6. **Data Protection**
In performing its obligations under this Contract, the Authority does not expect the Supplier to process personal data for the Authority or any other person and will only process personal data on behalf of the Authority or any other person hereunder upon receiving a separate formal written instruction from the Authority to the Supplier requesting the Supplier to do so.
7. Supplier should be able to deliver the full requirements by 31st March, 2023. The supplier should provide free 1 year bonded storage consistent with supplier tender/ bid/submission. At the sole discretion of the contracting authority, orders not delivered (customs cleared and in suppliers bonded storage/warehouse) by the 31st March, 2023 may be cancelled.

8. The payment profile for this Contract shall be within 30 days from Invoice. Invoice is generated only after goods/services are taken delivery of at suppliers bonded warehouse in the UK. Supplier should aim to provide full invoice within 24 hours of taking full delivery of items in bonded storage/warehouse.
9. The Use of Subcontractors
The Authority grants permission for the Supplier to Subcontract any of its obligations/ specific obligations 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 Subcontractor 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. Delivery responsibilities for the contract lies with the Supplier and not the subcontractor.

10. The Contract Managers at the commencement of this Contract are:

a. for the Authority:

[REDACTED]

b. for the Supplier:

[REDACTED]

12 Notices served under this Contract are to be delivered to:

(a) for the Authority:

[REDACTED]

(b) for the supplier:

[REDACTED] In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

13 The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification/supplier response
Appendix 2	Contract Price

**Signed by the authorised representative of THE
AUTHORITY**

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]	Date	[REDACTED]

**Signed by the authorised representative of THE
SUPPLIER**

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]	Date	[REDACTED]

Appendix 1

Authority Specification and Tender Response

[REDACTED]

Appendix 2

[REDACTED]

