

SCHEDULE 7B

Order Form for Competed Goods and Services

Mini Comp Hardware (Microsoft Surfaces)

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	[REDACTED] 10 South Colonnade, London, E14 4PU
The Supplier	SOFTCAT PLC FIELDHOUSE LANE MARLOW SL7 1LW
HealthTrust Europe Contract Reference	HTE- 005706

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 16th December, 2022.
- 5. The Term of this Contract shall be initial term of 1 year 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 1 year in total.
- 6. Data Protection
 - 6.1 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 make reasonable effort to deliver all orders the orders placed under this contract by 20th March, 2023. At the request of the Authority, the supplier should also have capacity to provide storage at no extra cost in bonded storage for up to 90 days. Unless otherwise requested by the authority, orders or partial orders not fulfilled and invoiced by 20th March 2023 shall be cancelled. Contracting Authority reserves the right to not purchase any item that cannot be delivered before end of financial year.
8. Equipment may be substituted, increased or decreased in instances where there is long lead times or no stock of items as originally tendered. This contract shall allow flexibility of up to 20% modification of contract value of [REDACTED] to allow for any substitution, increase and decrease of stock if needed.
9. 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.
10. 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.
11. 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]

13 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.

14 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

Mini Competition Response Document

Contract Price

[REDACTED]