

## **SCHEDULE 7B**

### **Order Form for Competed Goods and Services**

#### **Mini Competition Hardware (150 HP Elitebooks laptops - 5Y4G3EA)**

**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>	<b>Ministry of Justice (MOJ), 10 South Colonnade, Canary Wharf London, E14 4PU</b>
<b>The Supplier</b>	<b>CDW Limited, One New Change, London, EC4M 9AF, United Kingdom</b>
<b>HealthTrust Europe Contract Reference</b>	<b>HTE- 005703</b>

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 18<sup>th</sup> January, 2023 with a contract value of **£99,500 Exc VAT**.
5. The Term of this Contract shall be initial term of 3 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 1 year 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. Subject to expected OEM fulfilment advice on shipment, the Supplier should be able to deliver the full requirement (150 units) and fully invoiced no later than 18th March, 2023. The Supplier will keep Authority fully informed if there are any changes to this.

At the request of the Authority, the supplier should also have capacity to store stock in bonded storage for up to 90 days.

At the sole discretion of the Buying Authority, orders or partial orders not delivered and fully invoiced within 2022/2023 financial year may be cancelled at no cost to the contracting authority. Supplier to provide the UUID's (hardware hashes and serial numbers ) in advance for autopilot builds.

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 by the contracting authority..
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:  
[supplier to complete]
12. Notices served under this Contract are to be delivered to:
  - (a) for the Authority:  
[REDACTED]
  - (b) for the supplier:  
[Name, Position]  
[email]
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:

<b>Appendix 1</b>	Authority Specification/supplier response
<b>Appendix 2</b>	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]

## Authority Specification and Tender Response

[REDACTED]

## **Appendix 2**

### **Mini Competition Response Document**

#### **Contract Price**

**[REDACTED]**

