

**Schedule 7A****Order Form for Standard Services – Direct Award****Contract for the provision of DELL Laptops**

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Provision of Windows Laptops and Peripherals.

<b>The Authority</b>	<b>Registered address:</b> Department for Energy Security and Net Zero 1, Victoria Street, London SW1H0ET  <b>Billing Address:</b> <b>REDACTED</b> Department for Energy Security and Net Zero, 22 Whitehall, London SW1A 2EG
<b>The Supplier</b>	<b>Dell Corporation Limited, Dell House, 1st &amp; 2nd Floor, One Creechurch Place, London, England, EC3A 5AF (Company number 02081369)</b>
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-006049</b>
<b>Authority Reference</b>	<b>DDaT24595</b>

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Dell Corporation Limited dated 10<sup>th</sup> February 2025 (the “Framework Agreement”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
  - (b) the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out at Appendix A 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 these Call-off Terms and Conditions 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 14 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 17<sup>th</sup> February 2025.
5. The Term of this Contract shall be 2 years from the Commencement Date
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. For the purpose of Clause 11.3 of Schedule 1 (Key provisions), time shall not be of the essence and any delivery dates are estimates. The Department requires all laptops delivered within 3 batches in February
8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 1 month of delivery.
9. The payment profile for this Contract shall be 30 days from receipt of invoice. Subject to confirmation of satisfactory delivery.

10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within 1 year of the Commencement Date.

11. The provision of Services

- (A) The Services Commencement Date shall be 3<sup>rd</sup> March 2025. The contract will run for 24 months.
- (B) The Long Stop Date for the commencement of provision of the Services shall be an additional 30 days from service commencement date.
- (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Location below:

Department for Energy Security and Net Zero, 22 Whitehall, London SW1A 2EG

12. New Technologies

During the Term, if any new product or new technology related to the Goods (each a "**New Technology Product**") becomes available from the Supplier or any other supplier, and will replace existing Goods pursuant to the Call off Contract for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the call-off Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

- 11.1 The Supplier shall notify the Authority and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.
- 11.2 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 16.2 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period of 1 month, prior to such New Technology Product being made available for purchase through commercial/public release.

13. Early Payment Discount

Not applicable

14. Training/Support Services/Help Desk

Not applicable



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

- for the Authority:

REDACTED

REDACTED

Telephone REDACTED

- for the Supplier:

- REDACTED
- REDACTED
- REDACTED

16. Notices served under this Contract are to be delivered to:

- for the Authority:

- REDACTED
- REDACTED

Telephone REDACTED

- for the Supplier:

- REDACTED
- REDACTED

07717 156 862

17. 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.

The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification
<b>Appendix 2</b>	The supplier's proposal
<b>Appendix 3</b>	Key Performance Indicators

18. The Authority acknowledges that the Goods and Services sold under this Contract which may include technology, authentication and encryption, are for the Authority's own use, not for resale, export, reexport, or transfer. Goods may not be sold, leased, exported, imported, reexported, or transferred except with Dell's prior written authorization (such authorization not to be unreasonably withheld) and in compliance any applicable laws.

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

Name:	REDACTED .....	Signature:	REDACTED
Position:	REDACTED .....	Date:	.....27/02/2025.....

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

Name:	REDACTED .....	Signature:	REDACTED
Position:	.....	Date:	27/02/2025



## Appendix 1

### (Authority Specification)

The specification lists the minimum ideal technical specification.

Please note the USB-C port must have display Port and power delivery capabilities, so can be used with docking stations to extend the display to a monitor and power the device.

#### Windows Laptop Minimum Specification:

Specification	
<b>Dell Windows Laptop Device</b>	Must be Windows 11 compatible
<b>Weight</b>	Up to 1.27KG
<b>CPU Spec</b>	i5 – ideally 1335U or above
<b>Graphics</b>	Full HD
<b>Display (Screen Size and Resolution)</b>	Screen size 14" Full HD (FHD) (1920X1200) Touchscreen
<b>RAM</b>	16GB DDR5
<b>Storage</b>	256GB SSD
<b>Wireless Connectivity</b>	Bluetooth Wi-Fi
<b>Ports</b>	Must have 1 x USB-C with power delivery to charge laptops 1 x 3.5mm headphone/microphone combo jack HDMI port USB-A
<b>Security</b>	Fingerprint Reader Infrared Camera Windows Hello camera
<b>Keyboard</b>	UK layout backlit keyboard
<b>Chip Set</b>	Must have Trusted Platform Module (TPM) enabled
<b>Optical Drive</b>	None required
<b>Opening Style</b>	Laptop not 2 in 1 flip over screen

**Laptop Carry Case:**

<b>Carry Case</b>	<b>Bag must have the following features:</b> <ul style="list-style-type: none"> <li>• Shoulder strap</li> <li>• Specified Laptop must be able fit in the bag</li> <li>• Separate zipped outer pocket would be beneficial</li> </ul>
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- All laptop orders may be with and/or without bags included

**Peripherals:**

<b>Monitors – Where possible latest monitor should be specified – use model numbers shown as guide. We require P series models</b>	<b>Dell 27 inch P2725H with stand</b> Dell 27 Monitor - P2725H (210-BMGC)
	<b>Dell 27 inch P2725H without stand</b> Dell 27 Monitor - P2725H, without stand (210-BMGD)
	<b>Dell 24 inch P2422H with stand</b> Dell 24 Monitor - P2422H - 60.5cm (23.8") (210-AZYX)
	<b>Dell 24 inch P2422H without stand</b> Dell 24 Monitor - P2422H no stand - 60.5cm (23.8") (210-AZYY)
	<b>Dell 27 inch USB-C hub monitor P2725HE</b>
	<b>Dell 24 Inch USB-C hub monitor P2425HE</b>
<b>Docking station</b>	Dell Dock WD19S, 130W (210-AZBX)
<b>Dell Keyboard</b>	Dell Multimedia Keyboard-KB216 - UK (QWERTY) – Black (580-ADGV)
<b>Dell Mouse</b>	Dell Optical Mouse-MS116 – Black (570-AAIS)
<b>Dell Dock Mounting Plate</b>	Dell VESA Mounting Kit for Dell Dock WD19S
<b>Dell Laptop Charging cable</b>	Dell USB-C 65W Power Adapter with 3ft cord - United Kingdom (450-ALJI)

**Desktop:**

<b>Desktop</b>	<ul style="list-style-type: none"><li>○ Dell OptiPlex 7020 or newer</li><li>○ Micro form factor</li><li>○ i5 chipset</li><li>○ 16Gb RAM</li><li>○ 256 SSD hard drive</li></ul>
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OFFICIAL

	<ul style="list-style-type: none"><li>○ WiFi enabled</li><li>○ 12 months basic onsite support with option to increase to 3 years</li></ul>
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**Appendix 2**  
**(The supplier's Proposal)**

7. Dell 24 Monitor - P2425H, without stand	1	£81.00	£81.00
8. Dell 27 USB-C Hub Monitor - P2725HE UK	25	£140.00	£3,500.00
9. Dell 24 USB-C Hub Monitor - P2425HE UK	25	£125.00	£3,125.00
10. Dell Dock WD19 S, 130W	50	£99.00	£4,950.00
11. Dell Multimedia Keyboard-KB216 - UK (QWERTY) - Black	50	£11.00	£550.00
12. Dell Optical Mouse-MS116 - Black	50	£7.00	£350.00
13. Dell USB-C 65 W AC Adapter with 1 meter Power Cord - United Kingdom	1	£27.00	£27.00

**Tax Summary**

Type	VAT Rate(%)	GBP Net	GBP VAT
SR	20.00	63,781.00	12,756.20

Subtotal:	£63,781.00
Shipping:	£0.00
VAT:	£12,756.20

**Total (GBP): £76,537.20**

**The Total Value for the duration of this contract will not exceed £4,000,000 exc VAT.**



### Appendix 3

#### (Key Performance Indicators)

These Key Performance Indicators are intended as templates for each customer, they may be amended as applicable to each subsequent contract, subject to the customer's requirements.

- **Provisional delivery schedule to be agreed by both parties**

Timeline	Qty (Laptops)
31 <sup>st</sup> March 2025	500
July/August 2025	250 - 500
February/March 2026	250 - 500

The Supplier shall use reasonable endeavours, having due regard for estimated lead times, at date of order receipt, to deliver all Laptops ordered pursuant to this Call Off Contract by the 16<sup>th</sup> February 2027.