

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	3544 1682 2471 778
Call-Off Contract reference	TIS0659
Call-Off Contract title	e-Procurement System
Call-Off Contract description	e-Procurement System Provision of an e-sourcing tool to include e-Tendering, e-Evaluation and Contract Management.
Start date	05 November 2024
Expiry date	04 November 2026 Unless extended in accordance with the extension period.
Call-Off Contract value	£90,736 Ex VAT £108,883.20 Inc VAT
Charging method	Purchase Order – Invoice – BACS To be invoiced annually in advance.
Purchase order number	PO to be provided by the Buyer Annually in advance of the service deliverables or upon request.

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	Insolvency Service 16th Floor, 1 Westfield Avenue Stratford London E20 1HZ
To the Supplier	In-tend Ltd 0114 407 0056 In-tend House 74 High Street Maltby Rotherham South Yorkshire S66 7BN UNITED KINGDOM

	Company number: 05845701
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: REDACTED

Name: REDACTED

Email: REDACTED

Phone: REDACTED

For the Supplier:

Title: REDACTED

Name: REDACTED

Email: REDACTED

Phone: REDACTED Call-Off Contract term

Start date	This Call-Off Contract Starts on 05 November 2024 and is valid for 24 months until 04 November 2026.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 90 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 3 months written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> Lot 2: Cloud software
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>Provision of the In-tend e-Procurement System, including annual maintenance and hosting</p>
Additional Services	REDACTED
Location	The Services will be delivered remotely by the Supplier.

Quality Standards	The quality standards required for this Call-Off Contract are as defined in the Supplier's G-Cloud 13 Service Definition on the digital marketplace. See Schedule 1.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are ISO 27001. Schedule 1 refers.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are referenced in the Supplier's Software User and Service License Agreement of 25 March 2024. See Schedule 1.
Onboarding	Not applicable
Offboarding	REDACTED
Collaboration agreement	Not Used

Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125%</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term whichever is the greater).</p>
Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract. • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	<p>REDACTED</p>

Buyer's equipment	Not Applicable

Supplier's information

Subcontractors or partners	Not Applicable
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is Annually as per Schedule 2: Call-Off Contract charges.
Invoice details	The Supplier will issue electronic invoices 30 days in advance of the new annual term for seamless provision of service. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to REDACTED

Invoice information required	<p>All invoices must include the current and valid Purchase Order Number.</p> <p>Valid Insolvency Service Purchase Order Number; REDACTED</p>
Invoice frequency	<p>Invoice will be sent to the Buyer annually in advance. REDACTED</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is £90,736 Ex VAT or £108,883.20 Inc VAT</p>
Call-Off Contract charges	<p>REDACTED</p>

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the delivery of all items included in Schedule 1: Services and will be G-Cloud Services the Supplier is capable of providing through the Platform.</p> <p>REDACTED</p>
Guarantee	<p>Not Applicable</p>

Warranties, representations	Not Applicable
Supplemental requirements in addition to the Call-Off terms	Not Applicable
Alternative clauses	Not Applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Applicable
Personal Data and Data Subjects	The parties acknowledge and agree that Schedule 7 Annex 1 shall apply to this Call-off Contract.
Intellectual Property	REDACTED
Social Value	As per Supplier's G-Cloud 13 service offering re: Covid 19 recovery, Tackling economic inequality, Fighting climate change, Equal opportunity & Wellbeing.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

Signed	In-tend Ltd	Insolvency Service
Name	REDACTED	REDACTED
Title	REDACTED	REDACTED
Signature	REDACTED	REDACTED
Date	08 th November 2024	08 th November 2024

- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)

- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:

- 4.1.1 be appropriately experienced, qualified and trained to supply the Services
- 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoices under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

- 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
 - (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
 - (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
- 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
 - 11.6.1 rights granted to the Buyer under this Call-Off Contract
 - 11.6.2 Supplier's performance of the Services
 - 11.6.3 use by the Buyer of the Services
- 11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.7.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.8 Clause 11.6 will not apply if the IPR Claim is from:
 - 11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.8.2 other material provided by the Buyer necessary for the Services

- 11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.npsa.gov.uk/sensitive-information-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
 - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 13.6.6 Buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.

- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the

Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)

- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability),
24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without

the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain

approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- | | |
|--------|-----------------------------|
| 29.2.1 | the activities they perform |
| 29.2.2 | age |
| 29.2.3 | start date |
| 29.2.4 | place of work |
| 29.2.5 | notice period |

- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
 - 29.5.1 its failure to comply with the provisions of this clause
 - 29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For

reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

The G-Cloud Services the Supplier is capable of providing through the Platform.

The Supplier shall provide the Buyer with the functionality as detailed within the accepted proposal REDACTED

1) i) The Suppliers G-Cloud Service Offering is attached:

REDACTED

ii) Updated Software License and User Agreement applies as of 25 March 2024:

REDACTED

G-Cloud Services required:

The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:

Provision of the In-tend e-Procurement System, for the Provision of an e-sourcing tool to include e-Tendering, e-Evaluation and Contract Management, including annual maintenance and hosting

Additional optional services:

REDACTED

2) Clarifications:

REDACTED

REDACTED

REDACTED

REDACTED

3) The Supplier will provide services to the Authority as detailed below:

in-tend
Document Ref: MCP2334-E3128727
e-mail: sales@in-tend.co.uk
web: www.in-tend.co.uk

In-tend Ltd
In-tend House
Sheffield Road
Rotherham
South Yorkshire
S60 1DX

Service Definition Document G-Cloud 13 May 2022

Document Contents:

2	Company & System Overview
3	IT & Security
3	Disaster Recovery & Backups
4	Service Management and Availability
6	Training
7	On-Boarding & Off-Boarding
8	Data Importing
8	Termination
8	User Responsibilities
8	Technical requirements
8	System & Modules
8	Enterprise Licensing
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11	P2P (Procure To Pay)
12	Enhanced Tender Evaluation
13	e-Auctions
14	In-Manage – Project Management & CRM
15	Business Intelligence Analytics & Dashboards



The following document defines the various products and services provided by In-Tend within the G-Cloud 13 framework as well as providing an overview of the general, technical, support and training elements.

For full details of any/all sections of this document, please refer to our Software License and Agreement document. Alternatively, please contact a member of the In-Tend team as sales@in-tend.co.uk

Company & System Overview

In-tend is a proven global e-Procurement as a Service marketplace provider. Our agile suite of software can be used as standalone modules (from e-tendering to contract management), through to full P2P functionality, offering integration with financial systems and other 3rd party platforms for total end to end procurement management.

Our intelligent and intuitive software can be aligned to meet organisational requirements, no matter what the size or spend, and offers a managed approach to streamlining procurement processes. All modules provide transactional transparency with the associated risk reduction and spend management benefits, and MI reporting functionality.

With an current installed base of over 500 UK public sector organisations as well as additional private and non-profit sectors who currently use our systems and services for their e-Procurement needs, the In-tend system and in turn, high level of UK-based support, allows any organisation to carry out all of their e-Procurement requirements (e.g. open/restricted OJEU tenders, Contracts Finder exercises, mini competitions, DPS, RFQs, etc.), which are all fully audited.

Users can also manage their contracts through the Contract Management module, suppliers through the Supplier Management module and requisitions, purchase orders and invoices through the Financial Management module.

The In-tend system is modular and retains all user activity within a single interface, with the main components being:

- e-Tendering
- e-Evaluation
- Contract Management
- e-Auction
- Supplier Management
- Financial Management
- e-Cataloguing
- e-Signatures
- In-Tend Integration Services API
- Dashboards and Data Analytics

In addition to the system, in-tend are also extremely experienced in providing bespoke or custom solutions, whilst also providing many procurement services to meet the demands of our users. These have been detailed below and can be found via our website www.in-tend.com. Please contact us to discuss any specific requirements and how in-tend may be able to assist.



IT and Security

A primary concern and factor within our organisation, IT & Security covers a plethora of areas to include (but not be limited to):

A fully hosted system with all data stored in UK data centres

- Data centres are only physically accessible by authorised personnel.
- Hosted at multiple locations with possible fail-over between sites
- Backed with 4 Hour Vendor Support
- Managed by in-tend sales@in-tend.co.uk in place to ensure that only authorised in-tend Personnel have access
- Real-time monitoring systems and centralized logging with Administrator SMS Alerts

ISO 27001 Information Security certified

- Production systems hosted in Enterprise Data centres
- Systems are all N+ Multi-Redundant
- Fully Virtualised Environment
- All Flash SAN – Multi-path 10Gb network
- Limitless Scalability
- Active/Failover Firewall with IPS
- Centralised Software Endpoint Security

ISO 22301 Business Continuity Management certified

- Data-at-rest encryption available
- Data Encryption in transit – TLS only – Score A with SSL Labs
- Fully insured against Cyber Attacks including cyber attacks and ransom-ware

With **Cyber Essentials Certification** all measures are taken to ensure our IT and Security continues to be formidable and the forefront of our operations.

Disaster Recovery & Backups

In-Tend operates a stringent disaster recovery plan of which the major objectives include:

- To minimise interruptions to the normal operations.
- To limit the extent of disruption and damage.
- To minimise the economic impact of the interruption.
- To establish alternative means of operation in advance.
- To train personnel with emergency procedures.
- To provide for smooth and rapid restoration of service.

The system is delivered as a Software As A Service (SaaS) cloud based solution. As such there is no requirement to host data locally. The in-tend platform is accessed via an Internet connection, with the option for Wide Area Network access and all the user will require is access to the Internet via any internet capable PC, MAC, Tablet or SmartPhone with in-tend a trusted site on any internal network.

System security

The In-tend solution is protected by Intrusion Protection System firewalls running as an active/ passive fail-over pair. Each host is built to a hardened specification and are running centralised endpoint protection software. Systems storing customer data are running file system intrusion and firewalls have inbuilt protection against attacks. End point protection software protects against further attacks.



All data (whether buyer or supplier), is encrypted relating to the service, and that connections to In-tend are made via secure https protocols. TLS1.2 is the only accepted protocol and will be moving to TLS1.3 when it becomes readily available. Cipher suites are reviewed for securities suitability at regular intervals.

Access to the data centres is on a strict rights and permissions basis only with secure ID access to the building. The data-centre is a secure facility and is manned 24/7/365.

Platform maintenance is undertaken wherever possible in a non-disruptive manner at evenings and weekends. Notice is given to clients when upgrades take place and release notes are provided within the portal.

All hardware is owned and managed by In-tend and In-tend personnel. No aspect is outsourced and all systems are vendor supported with a four (4) hour fix and are all N+ redundant.

Service Management & Availability

It is often the case that In-tend's software is mission-critical either to a client's whole operation, or to a division or department. Thus In-tend places the highest priority on documenting its support policy and monitoring performance against that policy. All support calls need to be logged via In-tend's Support Help-desk for logging in the internal ticketing system 'MCP', and not directly via Sales or Training personnel.

Organisation of the support function In-tend has a dedicated customer support department with dedicated telephone and e-mail contact addresses.

Standard support is available between the hours of 8:30 and 17:00 GMT Monday and Friday excluding English public holidays. Additional extended support hours can be quoted for on request.

Support calls from receipt through to resolution are recorded on a bespoke database. This enables In-tend to run exception report on actions overdue, and to analyse the support activity from us to You as the Client.

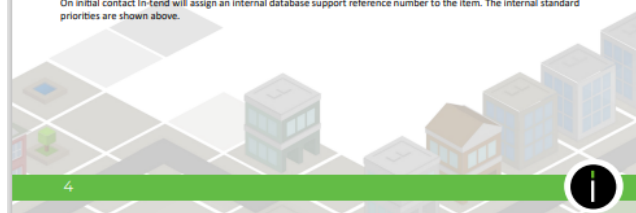
Methods of contacting In-tend for support:

- E-mail: In-tend will respond to all support e-mails however telephone support is the preferred option.
- Telephone: In-tend will complete a telephone call template to record the required data within In-tend's internal ticketing system 'MCP'. Whereby the call is of a Training nature, these will be advised to You and quoted accordingly.
- Via our self-service (support.in-tend.co.uk) where an on-line ticket can be raised along with viewing previously raised support tickets.

Problems will be prioritised as follows:

- Category 1 (Critical): The In-tend software used by the client is not functioning at all.
- Category 2 (High): A module or feature of the In-tend software is not functioning, and there is no short-term work around available.
- Category 3 (Medium): As category 2, but there is a short-term work around
- Category 4 (Low): "How to" calls. Minor problems with little impact on either the software's functionality or the client's operations.

On initial contact In-tend will assign an internal database support reference number to the item. The internal standard priorities are shown above.



In-tend response classifications:

- **General:** All support calls will be logged immediately in In-tend's internal ticketing system, MCP. All references in this section to periods of time are to periods of time within In-tend's standard support hours or such extended support hours as In-tend may have agreed in writing. Additional support hours are available at additional cost.
- **Category 1:** The client will be contacted with a solution/report of progress
- **Category 2:** The client will be contacted with a solution/report of progress
- **Category 3:** The client will be contacted with a solution/report of progress or made available online via support.in-tend.co.uk and/or via the system login page.
- **Category 4:** "How to" problems will be resolved immediately. In respect of other items, the client will be advised of the proposed response case by case. Training may be promoted whereby it is apparent that the user is unaware of the available system functionality, and the system user may be passed to the internal System Administrator where internal processes have not been followed in respect of buyers/users nominated to contact the support help-desk.

While all of your suppliers will be assisted, please note that forgotten account/unlocking requirements are the responsibility of You to resolve. It is your responsibility to ensure that you have the expressed written permission of your supplier base to include in any opportunities and to comply with Your requirements under GDPR legislative requirements.

Client response times

The same response times apply to the client where In-tend personnel, in the course of investigating a problem has asked the client to undertake an action or provide information. If the client has not responded (either with an answer or progress report) within two working days of In-tend's request, then In-tend may without further reference to the client treat the item as closed.

Product updates ("Releases")

System upgrades and maintenance will be conducted (in the main when non-essential) overnight or at weekends wherever possible. Scheduled maintenance times will be notified in advance and a message placed on Your portal. You must allow In-tend to upgrade your software at the times specified in order to receive additional functionality provided with each release and for support services.

In-tend continuously works to update and improve its systems. From legislative changes through to API's and even specific customer wants, we have a dedicated development team who can work with organisations to cater for their requirements.



System Availability

Uptime excluding planned maintenance which is typically performed outside core hours.

Schedule 3 – Service Level Agreements (Availability of Software and Responsiveness)

Category	Availability	Response	Outcome
1	Availability of Software The Software shall be Available 99.9% of the time during Core Hours during the relevant Service Period and 99.9% outside of Core Hours during the relevant Service Period	N/A	N/A
2	Category 1 and 2 service failure (as defined in Schedule 3) The Contractor shall restore the Software 4 hours following the receipt of a notification that a Category 1 or 2 service failure has occurred during the Core Hours.	Receipt of notification of a Category 1 or 2 service failure by You	Restoration of the Software so that the Software can be used by You
3	Category 3 service failure (as defined above) The Contractor shall restore the Service 17 hours following the receipt of notification that a Category 3 service failure has occurred during the Core Hours.	Receipt of notification of a Category 3 service failure by You	Restoration of the Software so that the Software can be used by You

"CORE HOURS" ARE 8.30AM TO 5.00PM MONDAY TO FRIDAY EXCLUDING ENGLISH PUBLIC HOLIDAYS

"Service Period" is one calendar month

Availability is as follows:

In-tend shall measure the Availability of the Software. The Software shall be Available (and "Available" shall be interpreted accordingly) when:

- You are able to access and utilise all the functions of the Software

- The Software is able to process Your Data and to provide any required reports. Depending on the reports required these may be chargeable.
- Availability shall be measured as a percentage of the total time in a Service Period.

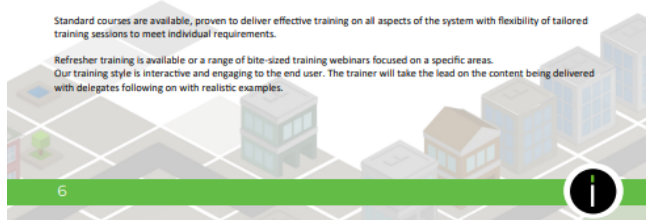
Training

In-tend have a dedicated team of knowledgeable system trainers who are not only able to provide expert training on each of the In-tend modules, but also demonstrate the best ways to integrate the system with your current processes via requirements mapping sessions. Some elements to note:

- Training can be delivered from
- Our in-house IT suite
- On-site at your own premises
- On-line via live webinars.

Standard courses are available, proven to deliver effective training on all aspects of the system with flexibility of tailored training sessions to meet individual requirements.

Refresher training is available or a range of bite-sized training webinars focused on a specific areas. Our training style is interactive and engaging to the end user. The trainer will take the lead on the content being delivered with delegates following on with realistic examples.



We adopt our training to meet the needs of all skill levels, so whether it's a 'train the trainer' approach or an occasional user, the content will be pertinent to the delegates role.

Training sessions involve using your own dedicated internal training database, this is completely separate to a Live Installation which allows for practical exercises to be conducted within a safe, secure and familiar training environment.

Delegates will finish their training course with the confidence to draw down on this new knowledge as they start their journey and benefits of using the In-tend system.

On-boarding and Off-boarding processes

In-Tend On-boarding is a simple and painless process where we work alongside your organisation to ensure that the system is setup and running as quickly and efficiently as possible. The process includes the following common time frame from receipt of an official PO

- Appointment of In-Tend project manager and key liaison contacts within your organisation
- Generation of internal new customer system design document which details all modules and features that are to be included along with specific elements such as e-mail addresses, URL's Contracts Finder details etc.
- Finalise branding and colour schemes
- System Build
- Setup and training with common time frame to include:
 - 1 Day System setup and customisation
 - 1-2 Days e-Tendering setup including Dynamic Wizards (Time also dependent on complexity of system selected)
 - 1 Day Contracts Management
 - 1 Day e-Evaluation/Other modules

A common/realistic time frame, taking into account back to back instigation of the above, would be a 5 working day time-frame from Official PO through to a fully functional and customised system with trained users.

We appreciate that moving from an existing system on to a new In-Tend platform, despite the significant benefits, can be a challenge in itself. With tenders and contracts running all the time, there is no convenient 'switch over' day.

As a result, organisations looking to transition from an existing e-Procurement system over to In-Tend are further supported by our zero cost transition phase.

As an example, for an organisation whose current contract is due to expire in December, the In-Tend system could be setup and running as much as 6 months ahead of this period allowing organisations to continue normal operations while slowly moving over to their new system.

While this element is offered at no additional cost, training would still remain a mandatory requirement from the onset in order to ensure users gain the most from their new system.



Data Import

In order to assist with the on-boarding process, we are able to import any existing data such as supplier lists or contracts. A simple and easy to use template is issued as part of the initial order process and, on correct completion can be used to seamlessly upload all existing data to your new system.

This is relevant for both new system users and existing 3rd party system users.

In the unlikely event that the In-Tend system no longer meets your organisational requirements, we are able to facilitate and support your transition to a 3rd party system.

Commonly data can be exported in a range of formats however the full off-boarding process would also be 3rd party system specific.

Termination

Please see our Software License and User Agreement for full details. In summary however, In-Tend require notice of contract cancellation 90 days prior to the end of the current annual maintenance and hosting term of each module.

User responsibilities

Please see our Software License and User Agreement document for full details of our acceptable and fair use policy

Technical requirements

In-Tend does not require the installation of any additional software and only requires the user(s) to have an internet connection and a device that is capable of running any of the current internet browsers such as (but not limited to) Chrome, Firefox & IE.

Please Note: We are unable to support browsers which are no longer supported themselves by their respective vendors for example Eol products.

The intuitive layout allows the system to be accessed on PC's, Mac devices, tablets and Smart Phones worldwide provided the user has an internet connection and has been granted access by the system administrators.

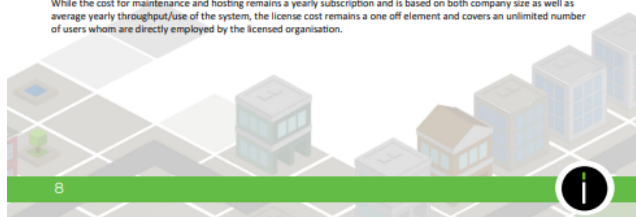
System & Modules: Specific details

Enterprise Licensing

Unlike other software packages, the In-tend system is provided via a single, unlimited user, Enterprise License. The result of which is that the In-tend system is licensed for use by the purchasing company as an entirety and is not governed by a finite number of users.

The advantages to this are many (with cost reduction being one of the primary elements) and results in a less restrictive environment when considering the number of users, organisation hierarchy, frequency of use and staff footfall year on year.

While the cost for maintenance and hosting remains a yearly subscription and is based on both company size as well as average yearly throughput/use of the system, the license cost remains a one off element and covers an unlimited number of users whom are directly employed by the licensed organisation.



Buying and Selling within Wales

As a global supplier of e-Procurement tools and support, we recognise the need to ensure that local Government rules, policies and procedures are adhered to. As a result, the in-tend system has been designed and developed to comply with local Government requirements. In this instance, the in-tend system functions and operates within the guidelines as set out in the Welsh Procurement Policy Statement (WPP5) to include (but not be limited to) key points such as:

- **Welsh language:** in-tend is available in Welsh for both buyers who are creating tenders and contracts within their organisation as well as sellers who wish to tender for opportunities with the subject organisation(s).
- **Existing systems:** in-tend does not preclude the use of any current systems or services such as Sell2Wales. The use of in-tend as the primary e-procurement management system while working alongside other 3rd party systems and agreements however offers significant advantages by providing additional interactive processes and layers that are both traceable and auditable as well as enabling the generating of detailed reports such as budget spend to date.
- **SQuID:** The system allows for the creation of bespoke questionnaires that cater for organisational needs. In the same manner, the SQuID approach used for standard supplier selection can also be adopted.
- **New and existing frameworks:** in-tend can be easily configured to manage existing frameworks and approved supplier lists that have previously been generated either in-house or via 3rd party sources. This can be particularly advantageous as specific information such as expiry dates, budgets and pricing can be recorded, monitored and shared with relevant members of the organisation team.

e-Tendering Module

With budgets being severely reduced, any organisational spend must be worthwhile, effective and demonstrably beneficial, expenditure on software packages must be subject to increased scrutiny. This is no less the case for procurement departments. in-tend looks at the evidence supporting electronic tendering and how our system helps organisations channel resources to effectively meet their core goals.

The e-tendering module is split into numerous sections, all of which provide the user with the ability to generate fast, accurate and effective RFQ's. With all sizes and scales of procurement possible, the system accounts for RFQ's and Mini-Competitions through to full and complex tenders, with compliance for EU regulation built into the system if necessary. Some of the key features include:

Quick Quotes - Easy Savings

Lower-value and less vigorous purchases are typically put through the RFQ and Mini-Competition templates. These allow the user to quickly and easily conduct purchases, with a linear progression through screens to input information, attach documents and questionnaires and then publish to a list of pre-approved suppliers. Supplier returns are then quickly and easily assessed from here, through to award.

High-spend Projects

For higher-spend projects with more comprehensive requirements, the system allows for multi-stage tenders including pre-qualification stages as and where required. Creation and managing each stage is easy and logical allowing for full e-Evaluation of returns at each stage and within each envelope as well as full document management and correspondence. The full project function is highly customisable, ensuring that any combination of stages can be utilised to ensure that the system most accurately meets your requirements.

Dynamic Wizards

in-tend Dynamic Wizards aid the procurement tendering and quotation process by reducing the time it takes to set-up an exercise by more than 50%. This creates a significant reduction in administration costs and allows staff more time to focus efforts on other value-added activities, contributing further to the goals and objectives of the Procurement department and the wider organisation.

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Procurement Review Committee (PRC)

Designed to meet the specific needs of individual organisations, the Procurement Review Committee module represents a key example of in-tend's commitment to ongoing improvements and development of the system.

The PRC module allows for creation of a tender award work-flow, ensuring transparency and auditability of the approval process. This is through the ability to configure the required approval process based on the project and final award value. The functionality also includes different user roles within the process and its associated rights and permissions.

Key Highlights include:

- Ability to dictate if the approval of tender award is optional, mandatory or not required based on your requirements
- Include custom templates within the submission and award report, ensuring all required information is recorded
- Various user roles allow for delegation of authority during the approval process
- Ability for members of the committee to provide their recommendations towards award for the review of the approving authority
- Automated e-mails sent to all users involved in the approval process giving status updates and actions to complete
- Ability to include all required documents on submission reports which can be shared/viewed between members of the committee
- Detailed snapshot and audit trail within the report of actions taken by committee members
- Full transparency of the process throughout with the ability to configure the tender approval work-flow

e-Tendering: The Benefits

The many benefits to e-Tendering include:

- Proven reduction in spend
- Significant reduction in time spent on tenders
- Reduced legal time-scales
- Increased transparency and audit-ability
- Increased security
- Broadened supplier base
- Ensuring equal opportunities for suppliers
- Simple buyer/supplier communication
- Full e-Evaluation
- Minimal environmental impact
- Re-aligned strategy to focus on key goals
- Electronically publish any/all tender sizes
- Simple/Easy RFQ's for smaller requirements
- Mini-Competitions for approved suppliers and/or frameworks
- Multi-stage projects with clear work-flow guidance for larger projects.

Contracts Management

The Contracts management module is a highly functional and strikingly intuitive part of the in-tend system allowing the user to fully manage and monitor all contracts with minimal fuss.

The module provides real-life benefits in terms of oversight and engagement, allowing you to boost the effectiveness of your whole in-tend system, as well as the procurement process as a whole. Adaptable to your time and resource, the module can be as simple or as comprehensive as you require.

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The module has three key uses:

1. As an adaptable and customisable consolidated Contract Register

- With many organisations relying on complex spreadsheets as a means of managing their contracts, our experience has shown that, while effective to a point, such a method is open to a plethora of issues including data corruption, loss of some/all

2. A highly functional and effective Document Storage space

3. The ability to use Key Performance Indicators (KPI's) to measure and monitor the performance of suppliers and the contract.

The CM module has an innate feel, resulting largely from the sharing of much of the information with the e-Tendering module. It is highly intuitive for any user of their existing in-tend system and information such as suppliers, departments and users, as well as most of the background administration is shared. This means that there is no time wasted adapting to or configuring a new system.

Full training ensures you extract the maximum possible benefit, whilst simultaneously making certain that inexperienced users are brought up to speed in no time. Users can begin to utilise the module within a very short time frame from initial implementation.

Some of the key benefits of the Contracts Management module include:

- A central register of all contracts with customisable summary of key information.
- Custom fields and templates allow for any information and easy replication.
- Upload documents or request them from suppliers using automated prompts.
- Email prompts for contract renewals and document expiry, at customisable intervals.
- Base KPI's on meetings, questionnaires/forms or supplier questionnaires.
- Automatically score KPI questionnaires and compare answers.
- Link to projects and existing contracts to minimise data replication.
- Make any information visible internally, to the supplier or the public.
- Full audit trail.
- Run ready-made reports or create your own.

P2P (Procure To Pay)

In-tend can integrate with many ERP solutions which can be essential at the start of a project, throughout the process and when it is complete. At the start of the process, a requisition can be created within the ERP Solution and sent through to the In-tend system to be stored. The user will then link a requisition to the tender project in which the requisition will detail the items being procured.

Functionality within in-tend (e-Evaluation, questionnaires, reports, PRC, etc) will be utilised to complete the tendering process. The outcome will be determined by the user within the in-tend solution. The user will select the supplier that the organisation intends to award to and a contract negotiation stage may start through to the contract signature. During the initial registration, suppliers will have completed simple information.

Now the supplier is to be contracted with, more information may be required. The user within the organisation can use 'Supplier Updates/ Forms' to confirm that all of the supplier record has been completed correctly.

The system can also confirm whether the supplier is synced with the ERP. The supplier can flag suppliers that are not verified or synchronised and can also allow the user to request synchronised supplier confirm that their information is up to date. The 'Supplier Update' will be aligned with the requirements of the ERP and the user experience for the supplier to complete any requested information should be easy and intuitive.

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The In-tend system will be configured in-line with the ERP solution, ensuring data is captured correctly before attempting to synchronise. On completion of the project, the user will be able to create the resulting e-Order and update the requisition.

The e-Order can be created within the tender project and will initially pull through the items from the e-Requisition. The user can alter the e-Order accordingly. Order construction will be configured in-line with the ERP solution. The e-Order can be published through to the supplier portal and can be accessed by the supplier to confirm the information is correct and propose any adjustments or modifications. The order can be downloaded in a PDF version to reflect and existing processes.

The e-order will detail all of the associated line items or deliverables and can be managed, along with detailing associated requisitions, tender projects, contract and e-Invoices. A contract can be created using the information from the tender project and the e-Order. The contract can also be published through to the supplier portal.

KPIs will be created to monitor performance during the lifespan of the contract. The supplier is able to upload or create an e-Invoice which will detail the associated items it relates to and will be passed from In-tend to the ERP Solution.

Controls can be configured to ensure invoices are submitted and created in line with the organisations processes alongside the ERP. Confirmation of payment can be passed from the ERP to In-tend for reporting purposes.

Tender Evaluation

While carrying out a detailed, transparent and legislatively compliant tender is essential, when it comes to awarding, its quite often a grey area. In many instances, its commonly seen that the lowest price often wins regardless of a suppliers other attributes such as quality, market presence, accreditation, skill set etc. As a result, the evaluation process should provide a detailed method or process of determining the outcome of a tender based on a varied amount of factors that are not singularly price driven.

Even if the results are uploaded into a digital e-Tendering system, the process itself can also be a time consuming one where the same evaluation criteria consisting of yes/no and pass fail answers has to be repeated on numerous occasions for a raft of supplier submissions.

The use of a fully electronic evaluation process can not only reduce the time taken to evaluate all bid submissions, it can also be used to drive other factors such as:

- Automated responses and scoring
- Non price related evaluation sections such as quality and technical attributes
- Supplier self certification for key criteria such as certification
- Automated disqualification based on specific mandatory requirements (which in turn can help to provide an immediate short list process for large quantities of submissions).
- Most importantly a fully auditable version of a process that has to take place regardless.

The In-Tend Enhanced e-Evaluation not only brings this critical part of the tender award process within the digital fold, it also streamlines the process while providing a much more detailed approach to the review of suppliers submissions.

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Some of the features and benefits to the In-Tend e-Evaluation module include:

- **Evaluators:** The evaluator will use the simple user interface to access supplier answers, documents, request clarifications from the moderator and enter scores and reasons behind each suppliers answers.
- **Moderators:** The moderator will have full view of the average scores from all evaluators and either amend or keep the scoring the same. Along with this role, the moderator will also manage clarifications from the evaluators, access documents and view a full audit history of the evaluation.
- **Automatic Scoring:** The system is capable of providing an automatic score against a question that the user has defined either acceptable or unacceptable during creation of the question.
- **Calculation:** The In-tend system will automatically calculate the scores to show the winning supplier.
- **Multi-Lot Evaluation:** The In-tend system allows multiple lots against tender project, if required, allowing the user to specify an evaluation against each lot and a different set of questions for the supplier to answer.
- **Evaluation Report:** The ability to export a report showing all evaluators scores and answers and the moderators final results, along with clarifications between evaluators and the moderator. This is ideal for internal meetings and can also be manipulated and sent to the suppliers as feedback.
- **Customisable Questionnaires:** The user is able to customise and specify what type of answer the supplier can provide (Numeric, Text, Selection etc.)
- **Access:** During creation of the evaluation, user roles can be defined with certain questions being answered by specific evaluators and some questions that may be hidden.
- **Audit:** All questions, scores, reasons are recorded with a date and time stamp to demonstrate full auditability.
- The user does not have to record the information within a spreadsheet
- No navigating out of the In-tend system to begin and complete evaluation.
- Full auditability to show the evaluators scores and reasons and changes made.
- Reporting tool that will export the evaluation showing full scores and reasons.
- The ability to restrict suppliers answers to what the user has asked for.
- Use of model answers to assist evaluators.

e-Auctions

The e-Auction Module allows a quick set up of a Forward or Reverse Auction Event allowing suppliers to bid against each other on-line for a range of Goods or Services.

When running an e-Auction the system provides:

- Real time monitoring of responses.
- Graphical status displayed within the auction stage summary that:
 - Update in real-time based on suppliers responses.
 - Show the time and value of the response
 - Enables users to easily gain a visual representation of how the e-auction is progressing.

E-Auctions have many benefits:

- On average a 20% reduction on the previous price.
- Guarantee that only the competitive market value is paid for goods and services.
- Ensure you never pay over the odds.

The In-Tend e-Auction module allows you to engage suppliers in an active bidding process to ensure that you achieve the lowest bid possible and never pay over the odds for your purchases. In essence, e-Auctions allow you to further increase your ability to reduce spend and guarantee the most value, effectiveness and efficiency for your purchases.

In some instances Auction RFQ's have been run alongside a DPS. In terms of the DPS, approved suppliers/supplier lists can be added to each lot on the DPS. An Auction RFQ can be configured to run with an approved supplier list. This is what you need it to do to run with a DPS.



Auctions are used for call off's on the DPS and act as Mini Competitions. Only when you make your first bid are you then part of the auction and can see the minimum bid. You can then extend and add in new suppliers from another approved supplier list from a separate lot and continue the process.

In-Manage

The most recent addition to the In-tend suite of products; functionality which blends together Project Management and Customer Relationship Management (CRM) in one place. This functionality can be used as a standalone tool for managing time and costs associated with tickets and projects, or it can be embedded directly into the Contract Management module.

Features:

- **Dashboard:** View to see all individual tasks and projects as well as summary information of number of tasks at each stage.
- **Projects:** Users can create, update and track projects and review tasks within each project.
- **Tasks:** Individual tasks can be created, update and viewed as standalone items, or linked to manage more complex projects.
- **Departments:** Allows you to define your organisations' teams or groups - Marketing, Procurement, Finance and Estates, each with the associated staff assigned to department/s.
- **Customers:** Create, update and filter all activity by Customer
- **Kanban Boards:** Boards allow task management and planning by department, team or individual, with capability to create multiple boards by teams and individuals.
- **Calendars:** System linked to tasks and projects with automatic recording of information/notes.
- **Reports:** Run reports on areas such as project costs, time spent by team or individuals on tasks, projects or during a specific time period.
- **Search Facility:** Simple search capability to search for tasks, projects, customers or contacts, all from one easy search box.
- **Admin:** Allows for the management of users to ensure correct areas are assigned to each individual.

The In-Tend Project Management system gives users the capabilities to manage and record all of their daily activities. A combination of daily tasks, Kanban boards and calendar events all help to ensure projects are tracked and activities recorded.

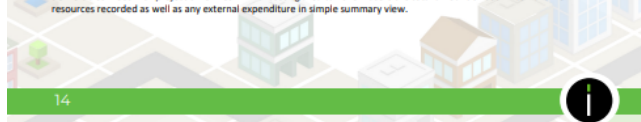
Auto numbering of projects and tasks ensures no gaps are created and the ability to add or delete projects can be limited to specific users.

Project times lines are built automatically through the creation of individual tasks, allowing the multiple departments to review and change target delivery times for their elements, with changes automatically fed into the project time line for review. This allows key decision-makers to monitor key departmental information in real-time, from Senior Management down to the performance of teams and individuals.

Condensing a huge amount of information into a summary screen with multiple tabs for each area of the project enables users to make fully informed critical decisions at the right time, based on a full set of evidence at their fingertips.

Within each project you have the ability to record the summary of the project outline with notes causing the initiation of the project to who is assigned to the project with multiple types of users ranging from Project Director to Project Team members. Tasks can be seen, again allowing further drill down into each element of the task for a fully detailed history if required.

A project Gantt chart which is completed automatically by the system from the created tasks, can be review to ensure deliverables meet with project time lines. A final costing area can show users the total amount of both internal time resources recorded as well as any external expenditure in simple summary view.



Individual tasks have the capacity to record a great deal of information with the task, but also shown on the summary screen, the status of task, what priority has been assigned to it, the type of task, who has the task been assigned to, as well as the total amount of time currently recorded against the task.

Within each task all activities can be recorded as time tracking is done by the simple click of a button, and when time has been completed, the user will be prompted to complete a work log entry detailing what has been done during this recorded time. Elements such as emails, notes and attachments can all be added to each task.

The benefits to Managers are evidenced by the summary views, allowing users with these rights to view key data; from time spent on projects or tasks, allocation of the time to departments in project gantt charts; quick status checks of each project through the dashboard or simply the number of projects and tasks being worked on.

Benefits

- Single unified system to track projects, record time spent on each task within the project.
- Project costs can be recorded within the project record against all individuals working on the project and using the specific cost for the individual rather than a flat rate.
- Automated actions can assigned and diary entries allocated to other users.
- Variable user rights and permissions to access to specific parts of the system

Business Intelligence Analytics & Dashboards

The In-tend Dashboard is an intelligent procurement tool that boosts the effectiveness of your whole In-tend system, meaning further spend and risk reductions and increases in transparency throughout your organisation.

What is the Dashboard?

The Dashboard is an additional module and operates separately to the In-tend Organiser, consisting of the e-Tendering, Contract Management and e-Auctions modules. These modules create an abundance of information and the Dashboard helps to comprehend this. Presenting all info as charts and tables, users can be sure to better understand their whole procurement process with the Dashboard.

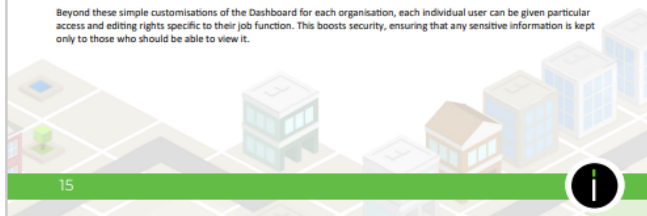
The Dashboard complements all modules of the organiser, further enriching their functionality and effectiveness. The Dashboard has previously been viewed by our customers as a way of eliminating the need to run endless time-consuming and laborious reports, but now the Dashboard increasingly acts as a reporting tool in itself, with further reporting functionality and the ability to export to further applications.

How is the Dashboard implemented?

One of In-tend's very own experienced and capable Project Managers will create the bespoke Dashboard for the organisation, modelling this around the needs, requirements and requests of the client.

Following set-up, the user can easily customise the Dashboard, with dashlets added or removed to most closely meet their needs. As with the Dashboard as a whole, customisation is all simple and intuitive, with layouts, charts, colour schemes and content all available to be tailored.

Beyond these simple customisations of the Dashboard for each organisation, each individual user can be given particular access and editing rights specific to their job function. This boosts security, ensuring that any sensitive information is kept only to those who should be able to view it.



This also prevents dilution, keeping the information viewed on the Dashboard relevant to each user, making sure that any charts and information viewed are the most important and relevant to each user.

The Benefits of BI Dashboards

- Oversight of the whole procurement process
- Real-time Organiser data
- Bespoke to your organisation
- Eliminate much of the need for reporting
- Base decisions on richer intelligence of performance – reduce risk and maximise gains
- Drill-down to underlying information
- Access otherwise disparate and dispersed information collated in one location
- Measure efficiencies/inefficiencies throughout the whole procurement cycle
- Align and consolidate strategies and organisational goals
- Developed by In-tend developers to meet specific requirements of the organisation

For more information on any/all of the elements contained within this document, please contact our team either via e-mail (sales@in-tend.co.uk), telephone (08453 849 4895) or visit our website at www.in-tend.co.uk



Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

InTend Pricing Overview

REDACTED

Schedule 3: Collaboration agreement - Not Used.

Schedule 4: Alternative clauses - Not Used.

Schedule 5: Guarantee - Not Used.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>

Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.

Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.

IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.

Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.

Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service

Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the

Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are:
REDACTED

1.1.1 [Personal information charter - Department for Business and Trade - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/612522/Personal-information-charter-Department-for-Business-and-Trade.pdf)

1.1.2 Data Protection Officer
Department for Business and Trade
Old Admiralty Building
Admiralty Place
London
SW1A 2DY

1.2 The contact details of the Supplier's Data Protection Officer are:
REDACTED

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
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Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller, and the Supplier is the Processor of the Personal Data recorded below.</p> <p>REDACTED</p>
Duration of the Processing	REDACTED
Nature and purposes of the Processing	REDACTED
Type of Personal Data	REDACTED
Categories of Data Subject	REDACTED

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	REDACTED
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Annex 2: Joint Controller Agreement - NOT USED