

SCHEDULE 7B**Order Form for Competed Goods and Services- Mini Competition**

Call-Off Contract under the [REDACTED] Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.

The Authority	Government Legal Department 102 Petty France, London, SW1H 9GL
The Supplier	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Reference	[REDACTED]

1. The Supplier and the Authority hereby agree as follows:
2. Following the completion of a mini-competition exercise ("Mini-Competition"), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
3. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
4. the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 ;
5. the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 ; and
6. the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto) as appended at Appendix 3.
7. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the [REDACTED] as stated below for the avoidance of doubt:

- [REDACTED]
8. In the event that the Authority terminates its agreement with [REDACTED] (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with [REDACTED] (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, [REDACTED] shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 16 of Schedule 1 of the Framework Agreement ("Beneficiary Withdrawal Notice"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of [REDACTED].
 9. The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
 10. The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) [REDACTED] may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.
 11. The Commencement Date of the Contract shall be 7TH July 2023
 12. The Term of this Contract shall be two (2) years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than two (2) periods of one (1) year each in total.
 13. The Supplier shall provide the Authority with Goods that include but will not be limited to hardware and accessories; Laptops, Monitors, Docking Stations & Accessories as set out in the mini competition.
 14. Locations for the deliveries shall include:
 - i) 102 Petty France, Westminster, London, SW11 9GL;
 - ii) 7-8 Wellington Place, Leeds, LS1 4AP;
 - iii) Temple Quay House, Bristol 4)
 - iv) 2nd floor, Three New Bailey, Salford, Manchester M3 5AX; and
 - v) [REDACTED]
 15. Delivery of the Goods shall be in accordance with the Key Performance Indicators (KPIs) set out in Appendix 10. Where delivery dates are changed the Supplier Account Manager shall notify the Authority of revised delivery dates. Where a failure to deliver Goods is outside of the control of the Supplier, both parties shall agree a remedial plan.

- [REDACTED]
16. For the purposes of Clause 4.2 of Schedule 2, where Goods are delivered to any specified address under this Contract the Authority and any of its end user recipients of the Goods shall visually inspect the Goods delivered within forty-eight (48) hours of the date of delivery of the relevant Goods.
 17. The warranty period for the purposes of Clause 15.2 of the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement and Clause 3 of Schedule 2 of the General Terms and Conditions shall be a minimum of 3 Years commencing from date of delivery to the Authority / the Supplier warehouses as specified in the OEM warranty terms.
 18. The limitation of liability for this Contract is stated in Clause 13.2 of the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement.
 19. The Contract Charges are detailed in Appendix 2 Mini-Competition Response Document.
 20. The payment profile for this Contract shall be monthly in arrears. The Authority shall provide a purchase order number to the Supplier that shall be included on all invoices submitted. All accepted invoices are payable within thirty (30) working days of the date of invoice.
 21. All payments shall be made via BACS.
 22. Product pricing shall be subject to change from the OEM. The Supplier shall use reasonable endeavours to provide the Authority with notice in advance of any price changes.
 23. Where agreed by both parties in advance the Supplier shall claim for reimbursable expenses.
 24. Invoices shall be addressed to:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

- [REDACTED] is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.
26. The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.
 27. Either Party may terminate this Contract forthwith by notice in writing at any time on three (3) months' written notice. Such notice shall not be served within one (1) year of the Commencement Date.

28. The Authority grants permission for the Supplier to Sub-contract any of its obligations/ specific obligations under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.
29. Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 4.
30. The KPI's applicable to the Contract are detailed in Appendix 10. Service credits do not apply.
31. The Supplier shall provide monthly progress reports that provide successful delivery attempts and failures referencing the Goods placed on order.
32. The Supplier Account Manager shall attend quarterly progress meetings with the Authority (and Framework Body from time to time). The agenda shall include but not be limited to:
- i) Performance against KPIs
 - ii) Products sold
 - iii) Deliveries
 - iv) Pricing
 - v) Invoices payments
 - vi) Technology innovations and new products.
33. In accordance with Schedule 3 of the Call off Terms all Supplier pricing, processes and sensitive personnel information shall be considered confidential information for the duration of the Contract.
34. The Supplier agrees, in providing the Goods and performing its obligations under the Contract, that it will comply with the social value commitments in the mini competition response document.

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document
Appendix 3	Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement
Appendix 4	Change Control Process
Appendix 5	Implementation Plan
Appendix 6	Not Used
Appendix 7	Not used
Appendix 8	Termination
Appendix 9	Not Used
Appendix 10	Not Used



Appendix 11	Key Performance Indicators
Appendix 12	Subcontractors
Appendix 13	Data Protection Table A

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:	Director	Date	01 August 2023

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:		Date	01 August 2023

Appendix 1

Mini Competition Specification



[REDACTED]

[REDACTED] TO MINI COMPETITION TO ESTABLISH A CALL OFF CONTRACT FOR THE SUPPLY OF HARDWARE & ASSOCIATED SERVICES COVERED BY MINI-COMPETITION PURSUANT TO

THE [REDACTED] FRAMEWORK AGREEMENT FOR THE PROVISION OF ENTERPRISE LEVEL INFORMATION COMMUNICATION TECHNOLOGY (ICT) SOLUTIONS FOR HARDWARE, SOFTWARE, PROGRAMS, APPLICATIONS, SECURITY, COMPUTER SCIENCE, MANAGED SERVICES, CONSULTANCY, SUPPORT AND ASSOCIATED SERVICES – 2019

CONTRACT NOTICE (OJEU) REF:
OJ/SS8807/05/2019210470-2019-EN

[REDACTED] : sf050716



CONTENTS

Clause

1. Introduction and background1

2. Tender Timetable.....4

3. Tender completion information.....7

4. Tender evaluation model18

5. Assessment questions for completion by Tenderers21

Schedule

Schedule 1 Draft Framework Agreement 22

Schedule 2 Specification 23

Schedule 3 Commercially sensitive information. 24

Schedule 4 Deed of guarantee..... 25

Schedule 5 Form of Tender..... 26

1. Introduction and background

1.1 ***Contents of the ITT***

This invitation to tender (**ITT**) comprises:

- Tender completion requirements, evaluation model, specification and schedules.
- Call-Off Terms and Conditions and related Schedules.
- Technical and commercial questions which comprise separate 'envelopes' available in the e-Tendering Portal described in paragraph 3 below.

1.2 ***Introduction to***

On 9th March 2010, [REDACTED] under the trade name "NHS Healthcare Purchasing Consortium" placed a notice in the [REDACTED] European Union (**OJEU**) seeking expressions of interest from providers for the provision of core purchasing, strategic sourcing and other services (**Procurement Services**) to [REDACTED] and other contracting authorities (together, the **Beneficiaries**) pursuant to a framework [REDACTED]

[REDACTED] was selected by [REDACTED] to provide the Procurement Services to the Beneficiaries on a call-off basis. Pursuant to such [REDACTED] Framework [REDACTED] procures, manages and facilitates framework agreements and contracts on behalf of the Beneficiaries and also provides logistics and other procurement and supply chain services to the Beneficiaries.

In order to reduce unwarranted variance in purchasing practice and deliver discounts on prices paid for Beneficiaries, [REDACTED] is of the view that a group purchasing model is required. [REDACTED] is a Group Purchasing Organisation (**GPO**) with substantial experience gained in the [REDACTED] from its parent organisation with regards to group purchasing in a healthcare context, part of which follows a committed spend model. In order to achieve the maximum savings, [REDACTED] intends to implement its [REDACTED] based model, tailored for the UK marketplace.

The Beneficiaries identified below have therefore committed their spend in respect of the Goods and have agreed to follow the model for the procurement exercise as set out in this IMC.

Government Legal Department (referred to as the "**Authority**") have appointed HealthTrust Europe to assist with this Mini-Competition for the procurement of a hardware solution.

For the avoidance of doubt, [REDACTED] **this procurement**. If you have any queries about this Tender you should contact [REDACTED] using our Bravo Solutions [REDACTED] (See Paragraph 3 for further details of how to do so).

1.3 **Background to the Mini Competition**

2. [REDACTED] placed a contract notice with reference OJ/SS8807/05/2019210470-2019-EN on 22/05/2019 in the OJEU seeking expressions of interest for the provision of enterprise level Information Communication Technology (ICT) Solutions for ICT hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services. (the "**Goods/Services**"), (the "**OJEU Notice**").
3. Your organisation submitted an expression of interest in response to the OJEU Notice and completed the pre-qualification questionnaire ("**SQ**").
4. Following evaluation of the SQs, HTE invited potential suppliers (including the Tenderer) to tender pursuant to an Invitation to Tender ("**ITT**").
5. Following evaluation of the Tenders submitted in response to the ITT, your organisation was successful and entered into the resultant Framework Agreement with [REDACTED].
6. In accordance with the terms of such Framework Agreement, your organisation (the "**Tenderer**") is now invited to tender for this Call-Off Contract for the procurement a hardware solution (the "**Goods/Services**") for the benefit of the Authority pursuant to this Invitation to Mini-Competition ("**IMC**").
7. This IMC contains further information about the procurement process, the Goods, and assessment questions for Tenderers to complete. Each Tenderer's response (the "**Tender**") should be detailed enough to allow [REDACTED] to make an informed selection of the most appropriate solution.

7.1 **Scope of the Project**

The Government Legal Department are requesting pricing for the following hardware and accessories; Laptops, Monitors, Docking Stations & Accessories

7.2 **Contract Term**

The duration of this Call-Off Contract with the successful Tenderer (**Successful Tenderer**) shall be 2 years, with the option at the Authority's discretion to extend such Call-Off Contract for 2 periods of 1 year.

The anticipated commencement date is 23rd April 2023.

7.3 **Purpose and Scope of this IMC**

This IMC:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this IMC.
- Sets out the overall timetable and process for the mini competition to Tenderers.



- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

7.4 **Clarifications about the Goods/ Services or this IMC**

Any clarifications relating to this IMC **must** be submitted through the Bravo Solutions e-tendering portal <https://healthtrusteurope.bravosolution.co.uk> (**Portal**).

████ will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and HTE's response to them on the e-tendering Portal (**Clarifications Log**). If a Tenderer wishes █████ to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of █████, the clarification is not confidential, █████ will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Goods or this IMC is set out in paragraph 2.

Tenderers are advised not to rely on communications from █████ in respect of the Goods / Services or IMC unless they are made in accordance with these instructions.

7.5 **Clarifications about the Contents of the Tenders**

████ reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

8. **Tender Timetable**

8.1 **Key Dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
-------	------

IMC to be issued to Tenderers by [REDACTED]	15/03/2023
Deadline for receipt of clarifications	07/04/2023 @ 2pm
Deadline for receipt of Tenders by [REDACTED]	14/04/2023 @ 11am
Evaluation of Tenders	14/04/2023 – 21/04/2023
Notification to Tenderers whether their Tender has been successful or unsuccessful	22/04/2023
Appointment of successful Tenderer(s) to Call-Off Contract	22/04/2023
Commencement Date of Call-Off Contract	23/04/2023

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

8.2 ***Deadline for Receipt of Tenders***

Responses to this IMC must be uploaded to the e-Tendering Portal in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. [REDACTED] may, however, in its own absolute discretion and at any time before the Deadline is reached, extend the Deadline and in such circumstances [REDACTED] will notify all Tenderers of any change.

Topics for discussion for the presentation will be issued no later than 9 days before the presentation.

8.3 ***Contract Award***

The Authority may award the Call off Contract on the basis of a Tender submitted in accordance with the instructions below.

The Call off Contract award is subject to the formal approval process of [REDACTED] and the Authority. Until all necessary approvals are obtained no Call off Contract will be entered into.

Once the Authority and [REDACTED] has reached a decision in respect of a Call off Contract award, it will notify all bidders of that decision and provide for a voluntary standstill period in accordance with PCR 2015 before entering into any Call off Contract.

8.4 **Debrief**

The contract award notification will be sent to each Tenderer. [REDACTED] will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

9. **Tender completion information**

9.1 **Formalities**

All documents comprising the Tender must be completed and uploaded to the e-tendering Portal by the Deadline.

E-Tendering Portal

Tenders must be submitted using [REDACTED]'s [REDACTED] Portal. The Portal is accessed as follows:

- access the website [https://\[REDACTED\]](https://[REDACTED])
- log-in to the Portal with the username and password that were used to complete the PQQ;
- click on the "PQQs/ITTs Open To All Suppliers" link; and
- click on the ITT for the Goods/Services to access all documentation;
- access any attachments by clicking "Buyer Attachments" in the ITT details box;
- follow the onscreen instructions to complete the ITT; and
- submit your Tender using the "Submit Response" button at the top of the page.

[REDACTED] reserves the right to:

- reject any Tenders or documents which are not submitted using the Portal, and
- decline to respond to any communications in respect of this Tender which are not submitted using the Portal.

In the event of technical issues, Tenderers should contact the [REDACTED] HelpDesk using the following details:

- Phone: [REDACTED]
- e-mail [REDACTED]

The following requirements must be adhered to when submitting Tenders:

- The pages of the Tender documents must include the title of the document
- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this IMC should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this IMC.

The Tender must be clear, concise and complete. [REDACTED] reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this IMC. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender (*Schedule 5*). Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

9.2 ***Executive Summary***

Each Tenderer must also provide an executive summary of its Tender. Each Tenderer must include in its executive summary:

- An outline of the way in which the Authority's requirements are to be met by its proposal.
- A summary of all the Goods/ Services offered by the Tenderer in response to the IMC.
- An overview of the Tenderer's costs and proposals in relation to pricing.

- A clear statement of whether it is a consortium or a group of companies with one supplier.
- A clear statement of its commitment to meet the Authority's requirements and the pricing, payment and performance model.
- Confirmation that the Tender(s) will remain open for a period of 30 days, this includes 1 week (5 working days) for clarification questions.

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Tenderer must promptly notify [REDACTED] of them. [REDACTED] reserves the right to disqualify any Tenderer that fails to duly notify [REDACTED]. Tenderers are also reminded of the eligibility requirements that always apply to the procurement process. In particular, these include the provisions set out in regulation 57 of the PCR 2015 and the minimum standards set out in the PQQ. Any change in the eligibility of a Tenderer must be notified immediately to [REDACTED] in writing and may result in that Tenderer being disqualified from any further participation in the mini competition process.

9.3 ***Submission of Tenders***

Each Tenderer:

- Must submit one Tender.
- Must complete the Commercial Envelope, the Technical Envelope and the Qualification Envelope (if used).

The Tender must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by [REDACTED] in its own right.

9.4 ***Call off Contract Terms and Conditions***

The draft Call off Contract that the Authority proposes to use is attached at *Schedule 1*. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this IMC and the Call off Contract without further negotiation or amendment.

If the terms of the Call off Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.7 and [REDACTED] and the Authority will consider whether any amendment to the Call off Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to [REDACTED] and the Authority, [REDACTED] shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by [REDACTED] through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

9.5 ***Documents forming the Call off Contract***

The following documents shall form part of the Call off Contract between the Authority and the Successful Tenderer(s):

- Contract and its schedules.
- Specification.
- Schedules
- A pricing model (as completed by the Successful Tenderer in the Commercial Envelope).
- Responses to requirements.
- A list of commercially sensitive information (as completed by the Successful Tenderer).

9.6 ***Subcontractors***

■ requires all Tenderers to identify whether and which subcontracting arrangements apply in the case of their Tender, and in particular specify the share of the Call-Off Contracts it intends to sub-contract and any proposed sub-contractors.

9.7 ***Warnings and Disclaimers***

While the information contained in this IMC is believed to be correct at the time of issue, neither ■, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this IMC (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of ■.

Neither the issue of this IMC, nor any of the information presented in it, should be regarded as a commitment or representation on the part of ■ or the Authority to enter into a contractual arrangement.

9.8 ***Information and Confidentiality***

Information that is supplied to Tenderers as part of the procurement exercise is supplied in good faith. However, Tenderers must satisfy

themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Tenderers of such information, unless such information has been supplied fraudulently by [REDACTED]

All information supplied to Tenderers by [REDACTED] in connection with this procurement exercise shall be regarded as confidential. By submitting a Tender the Tenderer agrees to be bound by the obligation to preserve the confidentiality of all such information.

This invitation and its accompanying documents shall remain the property of [REDACTED] and must be returned upon demand.

[REDACTED] shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA in accordance with paragraph 3.9 below.

9.9 Freedom of Information Act 2000

The Freedom of Information Act 2000 (FOIA) applies to [REDACTED] in its capacity as acting as agent for [REDACTED]

Tenderers should be aware of [REDACTED]'s obligations and responsibilities under the FOIA to disclose, on request, recorded information held by [REDACTED]. Information provided by Tenderers in connection with this procurement exercise, or with any contract that may be awarded to Tenderers as a result of this exercise, may therefore have to be disclosed by [REDACTED] in response to

such a request, unless [REDACTED] or [REDACTED] decides that one of the statutory exemptions under the FOIA applies.

In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004, [REDACTED] may consider it appropriate to ask Tenderers for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, [REDACTED] must comply with a strict timetable and [REDACTED] would, therefore, expect a timely response to any such consultation within five working days.

If Tenderers provide any information to [REDACTED] in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, which is confidential or commercially sensitive in nature and which a Tenderer wishes to be held in confidence, then Tenderers must clearly identify in their Tender documentation and in Schedule 3 of this ITT, the information to which Tenderers consider a duty of confidentiality applies. Tenderers must clearly state in Schedule 3 the reasons why such information should be considered confidential, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "commercial in confidence" will not be appropriate. In addition, marking any material as "confidential" or equivalent should not be taken to mean that [REDACTED] accepts any duty of confidentiality by virtue of such marking. Please note that even where a

Tenderer has indicated that information is confidential, [REDACTED] may be required to disclose it under the FOIA if a request is received.

[REDACTED] cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

The decision as to which information will be disclosed is reserved to [REDACTED] notwithstanding any consultation with the Tenderer.

9.10 ***Publicity***

No publicity regarding the goods or the services or the award of any Call off Contract will be permitted unless and until [REDACTED] has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of [REDACTED]

9.11 ***Tenderer Conduct, Conflicts of Interest and [REDACTED] Commitment to Anti-Corruption***

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass [REDACTED] or any employees or agents of [REDACTED] in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of [REDACTED] or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, the Authority and [REDACTED] and its advisers. Any Tenderer who fails to comply [REDACTED] HTE.

[REDACTED] is fully committed to dealing with its colleagues, business partners and suppliers in a way that demonstrates its commitment to anti-corruption. All [REDACTED] staff, members, consultants and business partners are required to comply with all anti-corruption laws that apply to [REDACTED]'s operations, including those in the USA including but not limited to the US Foreign Corrupt Practices Act 1977, the U.K. Bribery Act 2010, and applicable anti-corruption laws of nations in which [REDACTED] conducts business. [REDACTED] has an anti-bribery policy that strictly prohibits bribes, kickbacks or other corrupt payments in connection to its business.

All [REDACTED] staff, consultants and third parties acting for the benefit of [REDACTED] must never offer, provide or authorise the provision of a financial or other advantage to, or for the benefit of, any person or entity to corruptly or unlawfully influence the recipient in any way related to [REDACTED]'s business.

Conversely, all [REDACTED] staff, consultants and third parties acting for the benefit of [REDACTED] must never request, agree to receive or accept a financial or other advantage from any person or entity:

- intending that, in consequence, a business function will be performed improperly; or
- as a reward for the improper performance of a business function.

By submitting a Tender, the Tenderer agrees that it shall not, and it shall procure that its directors, officers and employees shall not, request, agree to receive or accept a financial or other advantage from [REDACTED] or any person or entity in respect of its business dealings with [REDACTED], intending that, in consequence, a business function will be performed improperly or as a reward for the improper performance of a business function.

9.12 [REDACTED]'s Rights

[REDACTED] reserves the right to:

- Waive or change the requirements of this IMC from time to time without prior (or any) notice being given by [REDACTED]
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this IMC.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the tender process.

- Withdraw this IMC at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Call off Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

9.13 ***Bid Costs***

■ will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by ■

9.14 ***Base / List Prices***

The Tenderer warrants and represents that any base, baseline, catalogue or list prices submitted by the Tenderer as part of this procurement process materially reflect the true and accurate open market base prices of the Goods as have been quoted to Contracting Authorities in the UK in the 6 months prior to issue of this ITT. If ■ becomes aware (either directly or indirectly) of the Tenderer submitting artificially high base, baseline, catalogue or list prices for the Goods within this Tender, then ■ reserves the right to reject the Tenderer's bid due to misrepresentation of such pricing.

9.15 ***Obligations to Note***

Tenderers are advised that the Call-Off Contract awarded following this Mini-Competition shall be subject to payment of an activity based income (ABI) management charge of 1% of the value of invoices issued to the Authority pursuant to the Call-Off Contract.

10. Tender evaluation model

10.1 ***Award Criteria and Evaluation Criteria***

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to ■. The Award Criteria (**Award Criteria**) are:



- 45 % technical or quality.
- 55 % cost.

Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Tender.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure [REDACTED] has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at [REDACTED]'s discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.



Evaluation Process

Mandatory Requirements (Pass/Fail)

Pass or Fail will apply to this section – can you meet the requirement Yes or No.

If a Tenderer responds 'No' to any of the questions they will FAIL, the mini competition.

Technical Or Quality Evaluation

The Technical (Quality) evaluation will be scored in accordance with the attached document 'Government Legal Department Mini Competition'.

As an example, where a question weighting is 10% and the maximum available score for the question is 10:

- ***Each point available under the sub-section is worth 2%.***
- ***If a Tenderer scored a 0, they would be awarded 0%***
- ***If a Tenderer scored a 2, they would be awarded 2%***
- ***If a Tenderer scored a 4, they would be awarded 4%***
- ***If a Tenderer scored a 6, they would be awarded 6%***
- ***If a Tenderer scored a 8, they would be awarded 8%***
- ***If a Tenderer scored a 10, they would be awarded 10%***

10.2 Evaluation Process

The weighting for this tender will be 55% on Price and 45% on quality. Weightings will be determined by the table below;



Categories	Weighting Percentage
Pricing	55%
Account Management	10%
Innovation	10%
Social Values	10%
Value Added Services	10%
OEM Relations	5%

Each envelope will be scored out of 100% and

apportioned accordingly. Subsequently, 100% in quality will achieve a 55% score overall. 100% of the Pricing score will be awarded to the lowest priced bid which



incorporates all of the necessary parts. All other bids will be scored as an inverse proportion of the lowest bid.

The weighted scores within each question will be added together to arrive at the Total Quality Score for each Tenderer respectively.

The Tenderer with the highest Total Score offering the most economically advantageous bid will be recommended for acceptance.





Schedule 1 Draft Call off Contract

Please refer to Schedule 7B attached.

The awarded supplier will also be required to sign a Memorandum of Understanding which will define the roles and responsibilities of each party.

Schedule 2 Specification

Background to the Requirement


- GLD wishes to encourage a strategic supply partnership approach between their Authority and a Supplier for the procurement of ICT hardware, to promote a relationship of flexibility, innovation, and sustainability, which enables them to effectively meet their day to day ICT operations.

Objectives of the Agreement

The aims of this agreement are:

- Reduce costs through market leading pricing, value added service wraps and bundling vendor products and solutions.
- Enable consistently high service levels of service and on time delivery of hardware.
- Enable site level alongside home delivery of devices. Based on raw data for 2022 it is forecast that Home Delivery requests could exceed 2000 for the duration of the contract.
- Improve project delivery timescales for hardware through single point of accountability when procuring solutions.
- Assist the Authority with understanding their ICT hardware estate further, including renewals, savings opportunities, and asset management.

Scope of Solutions

GLD  have approved products for use and request you to tender for the following current hardware and accessories which are listed below but are not exhaustive and may be added to or amended.

Products

As part of this tender requirement, you are required to provide pricing for the following hardware and accessories.

Laptops

- Dell Latitude 7430 I7 2-IN-1 14" FHD 16 ref Number 110155233-2
- HP EliteBook x360 1040 G8 i7-1165G7 16GB 512GB.

Monitors

- Dell P3221D

Accessories

- Sennheiser EPOS Impact headsets Ref number 1000645
- Logitech K120 wired keyboard Reference number 920.002524
- Logitech M185 grey wired mouse reference number 910.002235
- Port Sydney Rucksack Laptop bag

Pricing

The Authority cannot provide estimated annual volumes, therefore have requested unit pricing.

Suppliers should note that :

The maximum value of the of the requirement is [REDACTED] per annum excluding VAT, this is based on current year spend FY22/23

Delivery

The customer has the following expectations as regards delivery.


GLD Sites:

- Site delivery is expected within 48 hours.
- All deliveries must contain proof of delivery.
- All deliveries must be booked in advance by the supplier and the asset manager.

Various [REDACTED] :

- [REDACTED] as part of this requirement. It is forecast that as part of this contract [REDACTED] will exceed [REDACTED]. This can be single items or bundled products.



- No item is to be left at a premises without proof of delivery. 2nd delivery must be attempted. If the 2nd delivery is unsuccessful the item must be returned to sender.
-  is expected within 5 days of the Purchase Order being raised.

Account Management

The Supplier will provide as a minimum;

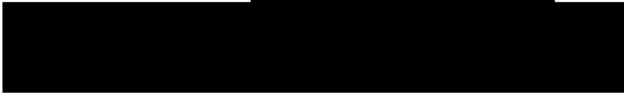
- A Quarterly Business Review each quarter for the duration of the agreement.
- 2 Workshops per annum to share technology preferences and new technology to be offered to the Customer for the duration of the agreement.
- Any spend data or asset data as required, to help GLD with their asset management process.

Service Levels (Quotations)

- Quotations will be provided via email to the applicable stakeholders for non-catalogue items.
- Quotations provided as part of this Agreement will be valid for as stated on the quote or proposal, to enable the Customer time to evaluate and raise the appropriate Orders.


Quotation response times for items not detailed within this Call off Contract are detailed below:

Response Time	Business Days
Response Times Hardware pricing:	1 Business Day 90% of the time and 2 Business Days 99%



Response Times Services pricing:	1 Business Day 90% of the time and 2 Business Days 99%

GLD Requirements

GLD Sites	GLD require delivery to the following sites. 1) 102 Petty France, Westminster, London, SW11 9GL 2) 7 – 8 Wellington Place, Leeds, LS1 4AP 3) Temple Quay House, Bristol 4) Manchester (Opening date and exact location to be confirmed) 5) 
GLD Site Requirements:	Deliveries must be booked in advance by the supplier with the Asset Manager. -

Delivery Times and KPI's

Delivery

The customer has the following expectations as regards delivery.

GLD Sites:

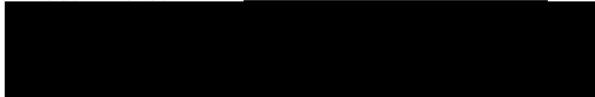
- Site delivery is expected within 48 hours.
- All deliveries must contain proof of delivery.
- All deliveries must be booked in advance by the supplier and the asset manager.

 Throughout The UK:

- In 2022 there were [REDACTED] as part of this requirement. It is forecast that as part of this contract home deliveries will [REDACTED] separate [REDACTED]. This can be single items or bundled products.
- No item is to be left at a premises without proof of delivery. 2nd delivery must be attempted. If the 2nd delivery is unsuccessful the item must be returned to sender.
- [REDACTED] expected within 5 days of the Purchase Order being raised.

Response Time	Business Days
Response Times Hardware pricing:	1 Business Day 90% of the time and 2 Business Days 99%
Response Times Services pricing:	1 Business Day 90% of the time and 2 Business Days 99%

These KPI's will be entered into Appendix 11 of the Call off Contract.



Schedule 3 Commercially Sensitive Information. – NOT USED

Commercially Sensitive Information

I declare that I wish the following information to be designated as commercially sensitive

Supplier pricing

Supplier processes

Sensitive supplier personnel information

The reason(s) it is considered that this information should be exempt under FOIA is:

Confidential Information

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

Duration of the contract.

SIGNATURE: _____

NAME (PRINT): _____

POSITION: _____

COMPANY: 

DATE: 14th April 2023_____

Schedule 4 Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

TO: [REDACTED]

DATE: 14th April 2023

PROVISION OF: supply of Hardware & associated Services

REFERENCE NUMBER: CONTRACT NOTICE (OJEU) REF: OJ/SS8807/05/2019210470-2019-EN

We [REDACTED] Limited the undersigned, having examined the IMC and all other schedules, do hereby offer to provide **Hardware & associated Services** as specified in those documents and in accordance with the attached documentation to Government Legal Department commencing 23/04/2023 and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within 30 days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the IMC, the formal acceptance of this Tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between [REDACTED]

We further agree with HTE in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.8 of the IMC.

We further undertake and it shall be a condition of any Contract, that:

- The amount of our Tender has not been calculated by agreement or arrangement with any person other than HTE and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of HTE.
- We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of HTE or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the IMC.

Signature

Name and status



Signature

Name and status

For and on behalf of

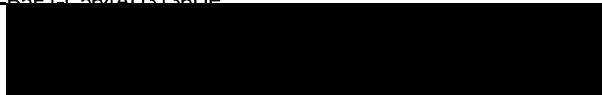




Appendix 2

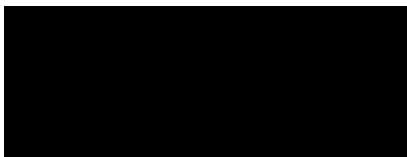
Mini Competition Response Document






Appendix 3

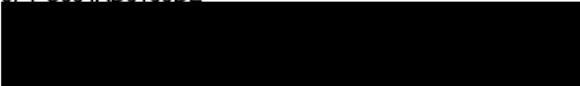
Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement



Appendix 4

Change Control Process

1. Either Party may propose changes to the deliverables ("Change") but no proposed Changes shall come into effect until a relevant change order form has been signed by both Parties. A change order template form is appended to this Appendix 2 (the "Change Order Form").
2. The Change Order Form shall set out the proposed Changes and the effect those Changes will have on:
 - a) the Goods;
 - b) the Charges;
 - c) the timetable for the delivery of Goods; and
 - d) any of the other terms of the relevant Order.
3. If either party wishes to make a Change to the deliverables, it shall notify the other providing as much detail as is reasonably necessary in preparing the draft Change Order Form.
4. Where either party submits a draft Change Order Form in order to comply with any applicable safety or regulatory requirements and such Changes do not affect the nature, scope of, or Charges for the deliverables, neither party shall not unreasonably withhold or delay consent to it.
5. If the parties agree to a Change Order, they shall sign the Change Order Form and that Change Order Form shall amend the relevant Contract.
6. On receipt of the notice described above, the Parties shall meet to discuss such Change detailed in the Change Order Form. In the event that such discussions do not result in agreement between the Customer and , the Parties shall not proceed further with the Change and no further action shall be taken with respect to the Change which will not take effect.



CHANGE CONTROL FORM

Purchase Order Number	
Title of Change:	
Originator of Change	
Date:	
Reason for Change:	
Description (giving full details, including any specifications):	
Deliverables:	
Acceptance Testing and Criteria (if any)	
Charges:	
Timetable:	
Likely Impact on the Agreement:	

Signed by [INSERT NAME]
duly authorised for and behalf of
Government Legal Department

Signature

Signed by [INSERT NAME]
duly authorised for and behalf of



Signature

Appendix 5

Implementation Plan

1. Both parties shall agree the implementation and transition of the services. An implementation plan will be agreed within ten (10) business days of the commencement of the Contract. This includes but is not limited to:

- i) Account Initial meeting with the Authority;
- ii) OEM considerations for alternative products;
- iii) Commencement date for ordering goods;
- iv) Stock availability;
- v) Storage of fast moving stock to successfully supply Goods to the Authority internal SLAs;
- vi) Delivery considerations for Authority office addresses (special considerations);
- vii) Reporting of deliveries and failed attempts; and
- viii) Billing



Appendix 6

Lease and/or Licence to access Premises and Locations

not used



Appendix 7

Step In Rights

Not used

Appendix 8

Termination Sum

1. In the event that the Authority terminates the contract for any reason it must promptly pay all outstanding Charges incurred to the Supplier
2. The Authority must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.



Appendix 9

Staff Transfer – not used



Appendix 10

Software and EULA

Not used

Appendix 11

Key Performance Indicators

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
- II. The Supplier is required to manage and provide the Goods in such a way as to meet the KPIs.
- III. The Supplier shall monitor its performance against each Target KPI and shall send the Authority a monthly report detailing the achieved KPIs in a form and format to be mutually agreed.

The KPIs relating to this Contract are as follows: -

Ref	KPI	Description	Period	Measurement
1	Response times to submitted orders	All orders submitted to the supplier internal team to be acknowledged within 1 hour	Monthly	➤ 90% of requests acknowledged within 1 Hour
2	Delivery times	Where correct orders are received by the Supplier no later than 12 noon on any business day and the Goods are in Supplier stock, delivery shall be the next available Business Day. Where Goods are to be dispatched directly from the OEM or distribution delivery shall be within two (2) Business days from the acceptance of the order.	Monthly	95% of in stock Goods are dispatched for next business day delivery 90% of Goods through Distribution are dispatched for 2 business day delivery.
3	Stock Availability	Both parties to agree a reasonable stock	Monthly	75% of fast moving Goods are stocked at the Supplier warehouse

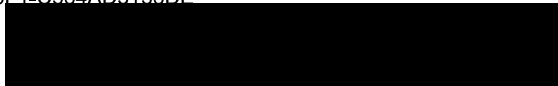
		level of fast moving Goods to be held by the Supplier.		
4	Reporting	Monthly delivery reports Quarterly Performance reports	Monthly Quarterly	Reports to be provided within 5 working days of request
5	Account Meetings	Quarterly Progress Meetings	Quarterly	Meeting to be confirmed no less than ten (10) days from the date of appointment

1 Monitoring Performance

- 1.1 The Supplier and Authority Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Goods. Such meetings will have a published Agenda prior to the meeting and shall be minuted by the elected Chair and copies of those minutes shall be circulated to and approved by both parties.
- 1.2 Prior to each meeting, the Managers shall notify each other of any problems relating to the provision of the Goods and be added to the agenda for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 1.3 The Authority and the Supplier shall review the KPIs every three (3) months throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Goods.

2 Service Level Failure

- 2.1 If there is a Service Level Failure, the Supplier shall within five (5) working days provide the Authority with a remedial plan. The Authority shall review the plan and accept or reject it within five (5) working days.
- 2.2 In the event that the remedial plan is accepted, the Supplier shall action all remedies within ten (10) working days.
- 2.3 In the event that the Authority rejects the plan it shall provide the Supplier with further time (up to a maximum of five (5) working days to resubmit the remedial plan for review.
- 2.4 In the case of a breach of the Contract by the Supplier Clause 15.3 of the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement shall apply,
- 2.5 Pursuant to Clause 15.4 of the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is
not capable of remedy; or
- 2.6 not remedied in accordance with a remedial plan.



Appendix 12

Subcontractors

None to date but leave in as we may engage later and can use this appendix to log key subcontractors. Will be part of any Change Notice Process

Appendix 13

Data Protection Protocol

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Framework Agreement and Call Off Contract terms and conditions shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

Party: a Party to the Framework Agreement and relevant Call Off Contract.

Agreement: the Framework Agreement and relevant Call Off Contract;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

GDPR CLAUSE DEFINITIONS:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws 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 Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising 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 the such measures adopted by it including those outlined in Appendix 1 Security .

Sub-processor: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

1. Data Protection

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 1. The only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- i) a systematic description of the envisaged processing operations and the purpose of the processing;
- ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
- iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

1.4.1 process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

1.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- i) nature of the data to be protected;
- ii) harm that might result from a Data Loss Event;
- iii) state of technological development; and
- iv) cost of implementing any measures;

ensure that :

- a) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
- b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - i) are aware of and comply with the Processor's duties under this clause;
 - ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - v) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - vi) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

1.4.3 the Data Subject has enforceable rights and effective legal remedies;

- i) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- ii) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- iii) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- i) receives a Data Subject Request (or purported Data Subject Request);
- ii) receives a request to rectify, block or erase any Personal Data;
- iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- v) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- vi) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

1.7.1 the Controller with full details and copies of the complaint, communication or request;

1.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

1.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

1.7.4 assistance as requested by the Controller following any Data Loss Event;

1.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

1.8.1. the Controller determines that the processing is not occasional;

1.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

1.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.


1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

1.11.1 notify the Controller in writing of the intended Sub-processor and processing;

1.11.2 obtain the written consent of the Controller;

1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

1.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

- 
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in Schedule 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.
- 1.16 The Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- 1.16.1 the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;

Schedule 1: Schedule of Processing, Personal Data and Data Subjects

Schedule 1 Processing, Personal Data and Data Subjects

This Schedule 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 Schedule shall be with the Controller at its absolute discretion.

The contact details of the Controller's Data Protection Officer are:

[REDACTED]

The contact details of the Processor's Data Protection Officer are:

[REDACTED]

[REDACTED] with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 1.1.</p> <p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 40 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Client data for the collection and delivery of goods Authority bank data for the payment of goods.</p>
Subject matter of the processing	<p>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.</p>
Duration of the processing	<p>Client data will be used for delivery purposes only.</p>

Nature and purposes of the processing	Collection and delivery of goods.
Type of Personal Data being Processed	Name, address, telephone number.
Categories of Data Subject	Staff
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	Data is retained only for delivery purposes for staff. For the Authority, data will be retained on payment information to adhere to financial accounting principles of audit for a company limited by shares.

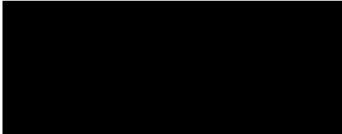
Appendix 1: Security

The Processor has the following certifications:

Cyber Essentials +



ISO 27001





Schedule 2: Schedule for Joint Controller Agreements – Not Used

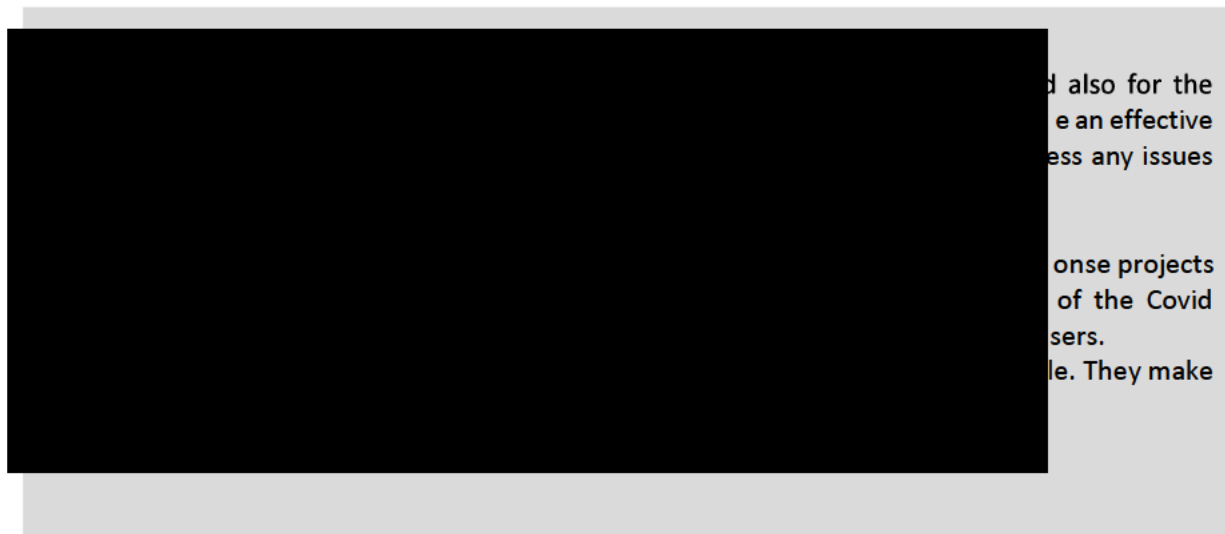
Account Management - As part of your tender submission, you are required to be able to demonstrate excellent account management and provide at least 5 important review topics typically delivered in your account management reviews.

██████ have appointed a dedicated Partnership Manager, ██████, with overall responsibility for the order fulfilment process and ensuring no additional support is needed from you to ensure a prompt delivery. ██████ is supported by a dedicated Account Management Team (AMT) who are readily contactable as and when you need them. These individuals form a strong team who have worked Central Government organisations for over eight years and have a firm understanding the requirements.

██████, as our overarching Partnership Manager, will work at a peer-to-peer level with your nominated Contract Manager and will provide ownership within ██████ for all matters of service delivery.

██████ will be assigned as your Internal Account Manager. She will support ██████, managing the day-to-day operational elements of the contract. ██████ will be your initial point of contact for purchase order and invoice queries, delivery updates and ad-hoc quotations.

Jason will introduce you to our 'One-Team' partnership model that will provide foundations for the delivery of ongoing and efficient support throughout the contract. Our 'One-Team' model is inclusive of all key stakeholder groups involved in service delivery, working to jointly agreed targets, goals, and objectives, to achieve a positive user experience.



'One-Team' Partnership Management

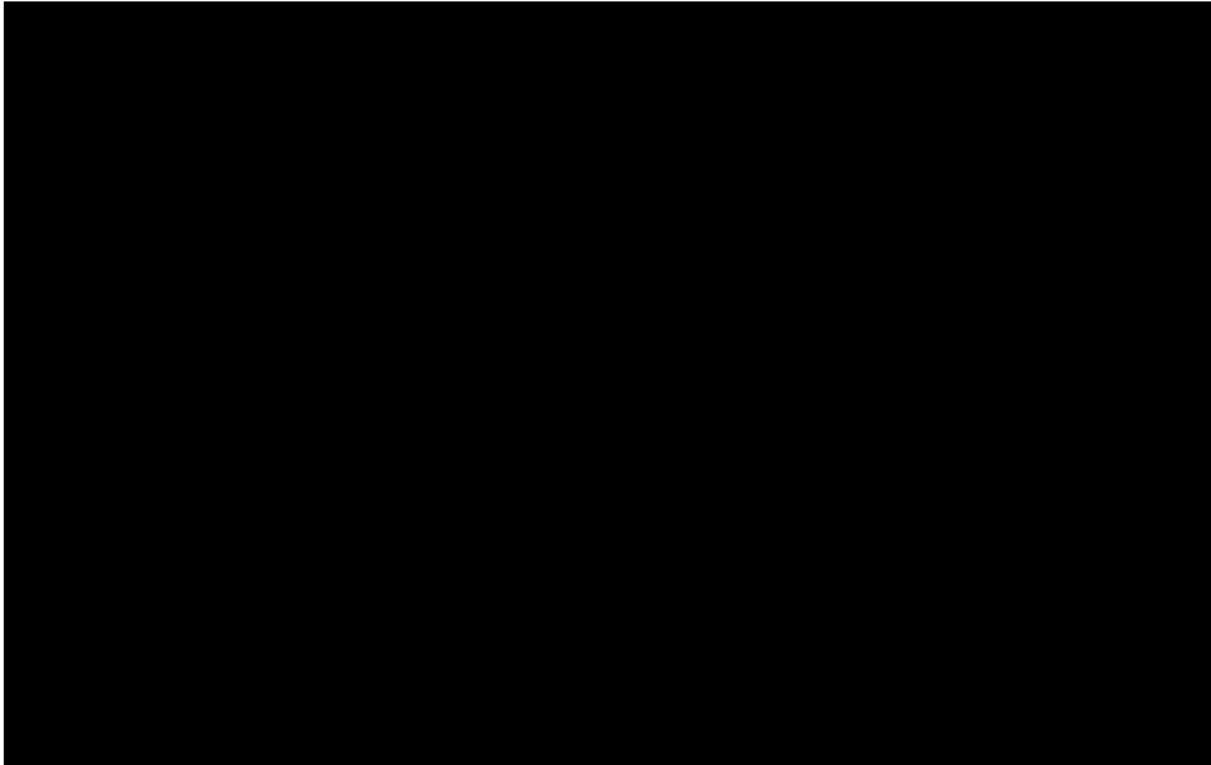
We firmly believe the key to joint success is the adoption of a 'One-Team' collaboration principle across your IT supply and service.

At the heart of 'One-Team' is working to jointly agreed targets, goals and objectives. We ensure that our resources work seamlessly together in partnership mode across the whole service lifecycle to achieve high levels of satisfaction and a harmonised, and positive, user experience.

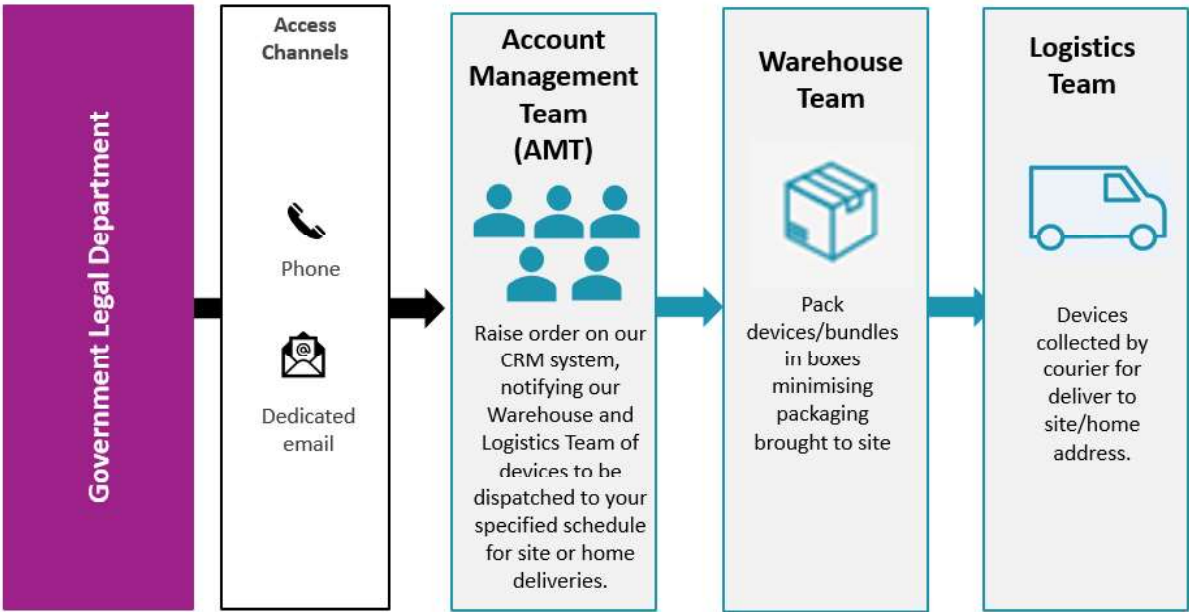
The key role in our service to you is our Partnership Manager. Their role is to ensure we meet all our service obligations and to foster a positive working relationship with the Government Legal Department.

They will be your overall single-point-of-contact (SPOC) and will run regular partnership review meetings, as a minimum quarterly, however, we suggest weekly for the first few months of our partnership.

The diagram below shows a robust hierarchal partnership structure. There will be a multitude of connection points across our 'One-Team' partnership and during the contract initiation stage, we will perform a stakeholder mapping exercise to ensure we have transparent and efficient communication channels in place, and that we document and circulate these to everyone in the team.



Order Process



As shown in the diagram above you can place orders with the AMT via email and telephone. We will provide a dedicated email address with which to raise enquiries. This has proven to be a successful means of contact, with emails to this address sent to all members of your AMT, ensuring prompt responses, and mitigating any risk of delivery requests going unanswered due to any team member absences. All contact details will be confirmed during the Contract Initiation Process.

All quotations will be carried out in line with the agreed Service levels as detailed in the GLD ITT document.

Once an order is placed the AMT will enter details of products to be delivered, to which site/home address and when, into our ERP System, automatically notifying our Warehousing and Logistics Teams of the order. All deliveries will be carried out in line with the Delivery Times and KPI's as detailed in the GLD ITT document.

Our AMT have escalation routes into our Public Sector Sales Director and Board of Directors to gain any additional support to ensure prompt deliveries, should this be required.

Business Review Meetings

██████ can confirm we will attend quarterly business review meetings, in line with the requirements of this tender. These meetings will be attended by the Partnership Manager ██████ who will discuss and review our performance in the delivery of the contract services to that point. Minutes will be taken, recorded and shared with the appropriate parties within 24 hours of the meeting.

In line with our proactive approach to Account Management, ahead of contract commencement, we will hold a meeting with the Authority. The purpose of this meeting is to fully scope and review the service requirements with you to ensure the required information is comprehensive and will deliver to the Authority an insightful and holistic view of progress across all aspects of delivery.

As a framework, quarterly meetings will have the following structure:

Activity report

- Show record of:
 - Spend data.
 - Number of quote requests.
 - Number of quote requests translated to orders.
 - Timescale of order – delivery.

Programme progress

- Register any potential risks to service.
- Track progress against milestones of contract.
- Set goals/next steps.
- Measure progress against established goals/next steps

Service Level Agreement Measurements

- Measure performance against SLAs.
- Agree action points against any areas of concern.

Future Business Opportunities

- Share developments from OEMs.
- Core list review for best value.
- Negotiation with manufacturers/suppliers.
- Benchmarking of contract.

Manufacturer Visits

- Arrange/schedule manufacturer visits.
- Record any requests for manufacturer to prepare ahead of visit.

Social Value/Environmental

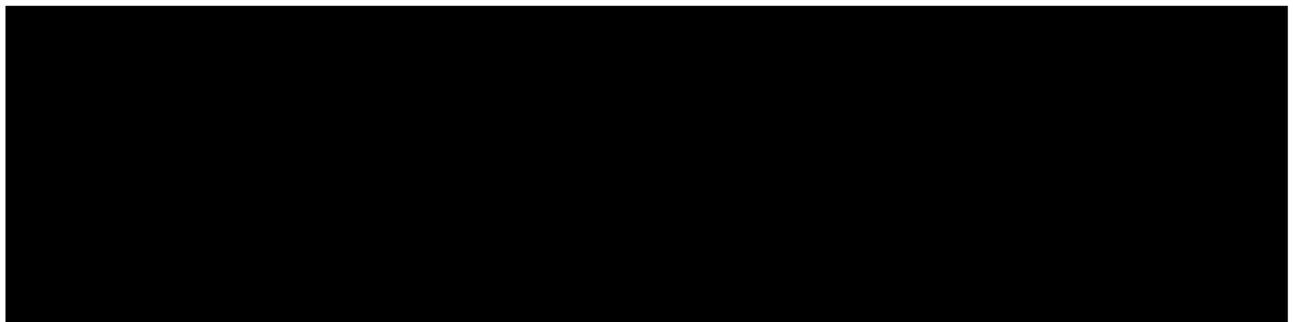
- Progress report against SV commitments.

Asset Register Update

- Update record of assets delivered during contract.
- Sustainability lifecycle/disposal report.

Any Other Business

Providing this level of contract management is standard in many of our Public Sector supply and service partnerships, such as Cabinet Office, House of Lords and Local Government (MHCLG), Surrey County Council and Somerset County Council to name a few. Please see below examples:



Workshops

In line with the requirements of this contract, we commit to delivering four workshops, two workshops per year, across the length of this contract. In order to provide the greatest benefit through these workshops to GLD, they will form part of the discussion at our kick off meeting. This way we can then tailor the workshops to suit the needs of GLD, rather than producing a generic session for your employees. We have facilities available to us to hold the workshops in a variety of locations, whether at our premises, at a specific manufacturers HQ or another off-site meeting space.

██████ will organise sessions with all Key partners either face to face or via TEAMS to give GLD updates on current Products and future developments, allowing for discontinuations with ample timing. These sessions will be hosted at either GLD, Manufactures or ██████ premises. Exec sponsors will be invited to participate on a regular occasion, giving sponsorship of the GLD Account at senior level.

Examples of workshops we have previously run are Networking days, with providers such as Juniper, PAN and Aruba, or Disposal workshops, such as one held at HP's facility in Erskine, Scotland.

We delivered an "OEM laptop day" for the Cabinet Office in 2019. This workshop gave an opportunity for different OEMs to attend and present to the Cabinet Office attendees. Topics were as follows:

Product Roadmap

All suppliers to provide a roadmap of current and future laptop devices for a minimum of the next 2 years.

Innovation

Discover opportunities for innovation and development. Leverage OEM partnerships to ensure customer receives unrivalled access to best support and value alongside insight into future product innovations and security.

Repairs and replacement parts

All suppliers will be expected to talk through the specifications including warranty and spares costs for key components such as screens and replacement batteries.

Sustainability.

Each OEM should be able to share their current sustainability programmes and future development in this very important area including any takeback programmes.

Supply Chain.

Each OEM will be asked to present an overview of their supply chain logistics from manufacturing sites to the importance of the role of distribution within the UK. To highlight and share any business continuity plans in the event of component shortages or natural disasters to allow continuity of supply.

Account Management

To provide a brief review what excellent Account Management looks like and how each OEM would attain and continue to provide ongoing excellent account management.

Spend Data

Our Business Intelligence and Data Analytics team will work strategically with the Authority to set up the reporting format and schedule using Microsoft Power BI to capture the required spend data, submitting it to the Authority in a manner that supports your asset management process.

Your Partnership Manager will have access to a live Power BI dashboard to keep up to date on spend data, providing live updates to the Authority upon request.

An example of how the spend data can support the Authority is that we will be able to provide an activity report that highlight purchase orders against individual Postcode Areas, enabling the Authority to monitor and manage spends across the contract.

Although our monthly reports will contain the information you require, we can further prioritise reporting schedules i.e., so information across key areas of the contract, such as those below, are available more frequently (weekly, bi-weekly etc.) supporting the monitoring and management of the contract, planning and enabling a strategic programme-based approach to the delivery of the works.

OEM Relations - Whilst it is not intended to have a direct commercial relationship with OEMS it is very important for GLD to be able to meet and have the support of OEM's. Please explain your role is ensuring the OEM's full support in supply and pipeline activities.

As one of the leading value-added resellers in the UK, [REDACTED] have full understanding of the importance of maintaining strong relationship with all stakeholders involved in our contracts. We have strong, long-established relationships with the Original Equipment Manufacturers (OEMs) of the goods required under this contract. These relationships bring a wealth of added value to our customers, whilst effectively mitigating any risks to delivery.

Our existing relationships are demonstrable through the following:

- Our partner accreditations.
- Leveraging added value.
- Our internal expertise on OEM product ranges and solutions.
- Peer-to-peer relationships.

Partner accreditations

In demonstration of our strong relationships with the OEMs please see the table below reflecting partner accreditations we have been awarded:

Partner	Partnership Status
Acer	Platinum
Adobe	Certified Reseller
APC	Premier
Apple	AAES Authorised Reseller - Apple Education Specialist / B2B
Arista	Authorised
Aruba	Silver
Barco	Silver
Brocade	Premier
Brother	Platinum
Checkpoint	Partner
Cisco	Premier
Citrix	Platinum
Dell Technologies	Platinum
Dynabook	Platinum
ESET	Partner
F5	Authorised partner
Google	Premier Partner Education, Google Cloud Partner
Hitachi Vantara	Silver
HP Inc	Power Services
HPE	Gold
IBM	Authorised
Igel	Gold
Juniper	Select

Kaspersky	Authorised
Kyocera	Enterprise plus
Lenovo	Platinum
Microsoft software	Gold - cloud platform, Silver - application development, application integration, small & mid-market cloud solutions
Microsoft Surface Device	Authorised device reseller platinum
Microsoft Surface Hub	Silver
NetApp	Registered
NexSAN	Partner
Nutanix	Champion
Palo Alto	Innovator
Parallels	Platinum
Promethean	Platinum
Quantum	Silver
Red Hat	Ready
RSA	Gold
Rubrik	Partner
Salesforce	Partner
Samsung	Elite Partner
SMART	Gold
Smoothwall	Premier
Sophos	Platinum
Trend Micro	Silver
Vast Data	Partner
Veeam	Gold
Veritas	Silver
VMWare	Partner Connect, Advanced
Watchguard	Registered
Zerto	Alliance

Strong OEM Relationships - Leveraging Added value.

Our accreditation status, deep OEM relationships, knowledge of roadmaps, legislative understanding of government challenges, broad cross-platform and operating system capabilities, will allow us to work, often in a tripartite way with the Government Legal Department (GLD) team and the OEM's to use roadmaps to plan transition, supply and service.

Our strong relationship with OEMs means they are happy to support our services wherever possible with accelerated lead-times and access to OEM information which we will share with Government Legal Department. For example:

As a Power Services Partner with HP (the top tier), [REDACTED] have a strong relationship with HP to reduce lead times where needed. We will process all GLD orders directly with HP, to ensure we get access to regular backorder reporting and management. We also have the facility through our senior

stakeholder relationships to escalate deliveries to meet customer demand, this includes applying for HP's top escalation of orders- a silver bullet, this allows orders to be moved up the manufacturing queue and shipped as soon as components become available.

We will hold joint meetings and road-mapping sessions with all OEM's, giving updated information on lead times, new products and evaluation devices, so that the objectives of GLD are common and met by both OEM and [REDACTED].

Initiatives include reduced lead times and ring-fenced stock, which mitigate risk to service delivery. Furthermore, our accreditations provide us with product discounts and free additional services from OEMs to pass onto our customers, such as technology introduction days and test devices.

During the first half of 2020, we managed supply chain issues caused by Intel processors shortages, COVID-19 disruption of manufacturing and increased demands from all areas of Public Sector. Our strength of OEM relationships enabled us to keep our supply chain open and deliver a vastly increased number of devices during this period.

Internal OEM expertise

Qualifying criteria for the accreditations we hold with OEMs is maintaining a wealth of internal expertise on their products and the benefits their solutions will bring to our customers. We have processes and commitments to continually keep up to date with certifications. As a result, our Solution Architects and Vendor Managers have attended and passed OEM led training courses and hold certifications, including but not limited to:

- Extreme ACWA, ACWP
- HP Sales certified
- HPE Storage ATP, ASE, MASE
- Microsoft MCP, MCITP, MCSE
- Apple ACTC, ACSP
- HPE Networking ATP, ASE, MASE
- Juniper JNCIA-Junos
- Palo Alto ACE

Peer to peer relationships

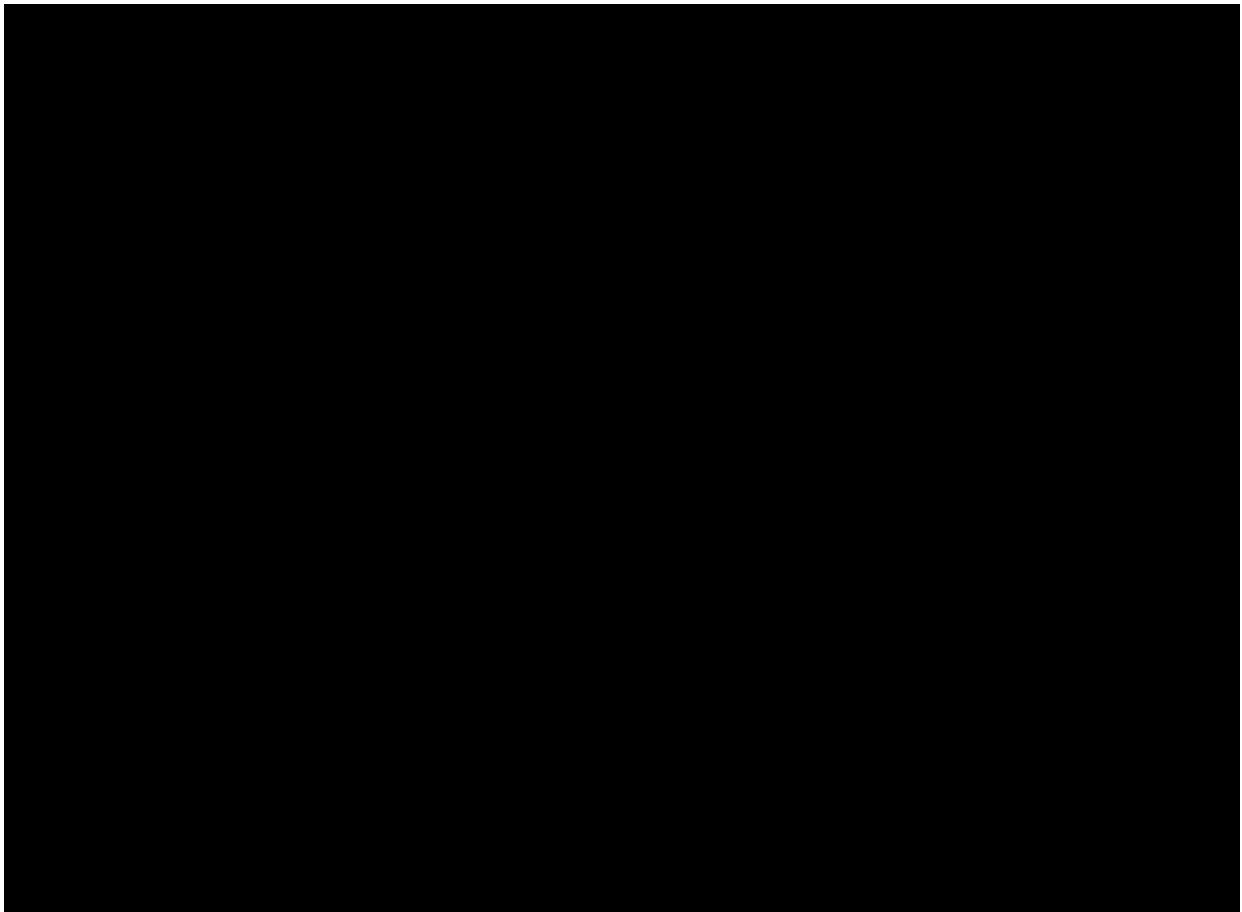
Our relationships with OEMs are not limited to an account management level with peer-to-peer relationships also maintained by our Vendor Managers, Solution Architects, Senior Management and Board of Directors.

Our Account and Vendor Management Team have built extremely strong relationships with all their counterparts in the OEMs that we will utilise for this contract. They also have a deep understanding of OEM processes and the information that we need to present to them for us to obtain best value.

These companywide relationships with OEMs ensure open and meaningful conversations occur across our organisations and furthermore provides us with an escalation route up to OEM Board level should any issues occur – effectively minimising risk to delivery.

We have a dedicated team of Vendor Alliance Managers who have built extremely strong relationships with their counterparts across the vendor landscape ensuring full support in supply and pipeline activities. Each Alliance Manager has responsibility for vendor relationships, accreditations, sales readiness, proposition development and escalations.

Our Alliance Managers and their counterparts at key Tier-1 Vendors, are set out below:



We have relationships with 100+ IT distributors at both strategic and transactional levels. We have mapped our top 50 vendors to multiple distributors, with a named first, second and third preferred supply routes, for each. This spreads the risk of constraint whilst the IT market experiences global supply issues.

Ongoing Competitive Pricing

We acknowledge that, as a Central Government organisation, there is pressure for you to obtain best-value and competitive pricing for all procurements. We will use several mechanisms to ensure we provide competitive pricing throughout this contract, including:

- **Requirements Forecasting**

Your Partnership Manager, [REDACTED], will lead regular forecasting exercises to identify future technology requirements and spend. He will share your forecasts with our Vendor Alliance Managers, Procurement Team, and relevant manufacturer/supply chain partner. This allows us to obtain competitive pricing through:

- **Deal registration and/or special bid pricing**

It is sometimes possible to register a specific project with a supplier in advance of the event resulting in improved pricing from the manufacturer.

- **Economies of scale**

Larger volumes allow us to unlock additional discounts. Where possible, we look to aggregate customer requirements to obtain maximum volume-based discounts.

- **Price Benchmarking**

Our Procurement Team iteratively performs price benchmarking reviews, enabling us to continue to provide competitive pricing across a product portfolio. We benchmark our pricing, through recognised industry organisations (e.g., Knowledgebus), to ensure it is in line with or better than pricing generally available in the marketplace.

- **Special Offers**

We flow-down manufacturer/supplier special offers.

- **Channel Stock vs Configure-to-Order.**

For relevant products we compare the prices of matching (or similar) specification devices that are in distribution stock against manufacturer configure-to-order product.

Value Added Services - Please describe through a case study where you deliver value added benefits to an organisation carrying out a similar type of exercise.

We will leverage our extensive capabilities and experience within Public Sector to offer GLD a range of Added Value services.

Detailed below is our value-added service case study demonstrating delivery to multiple home order

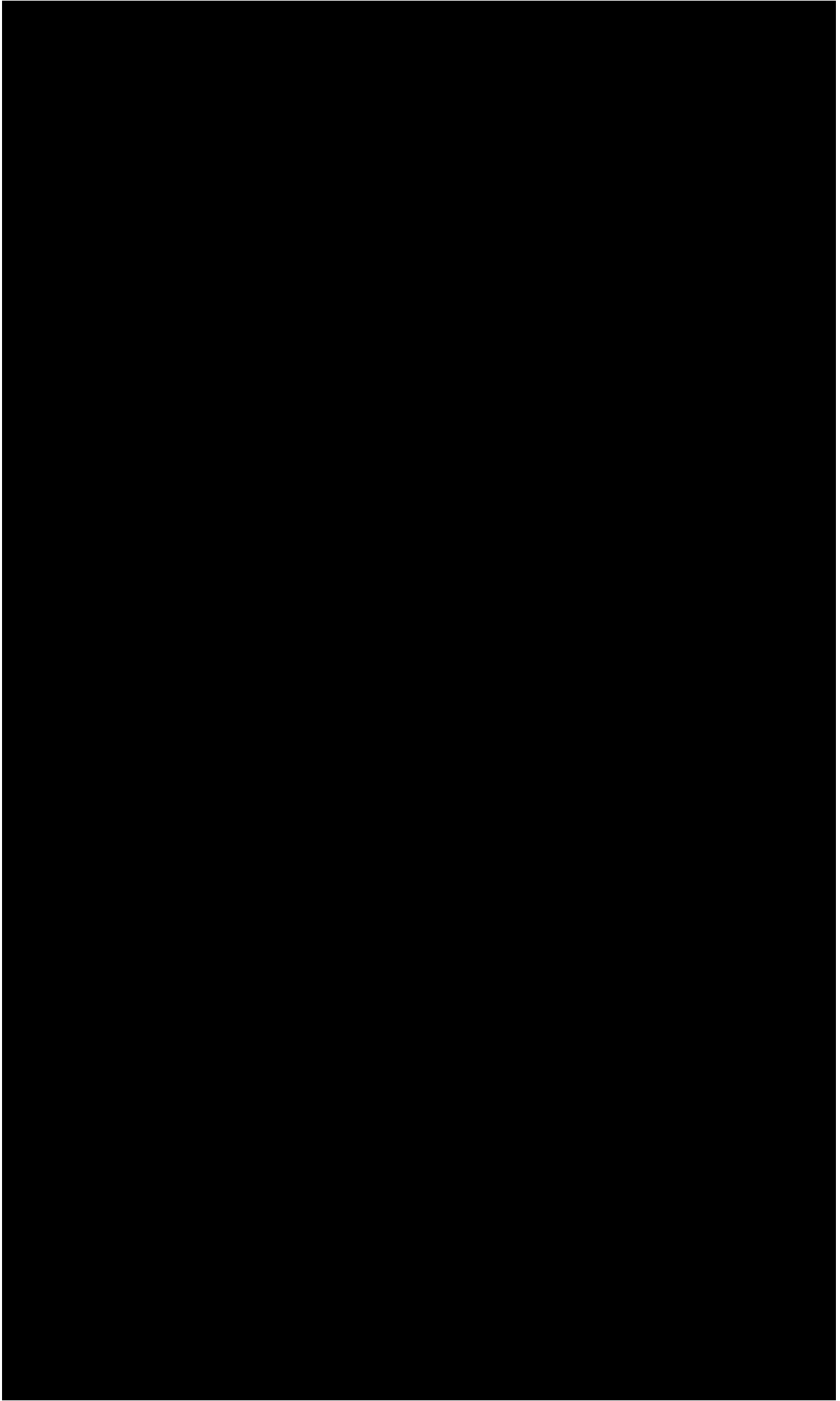
XMA's Offer –

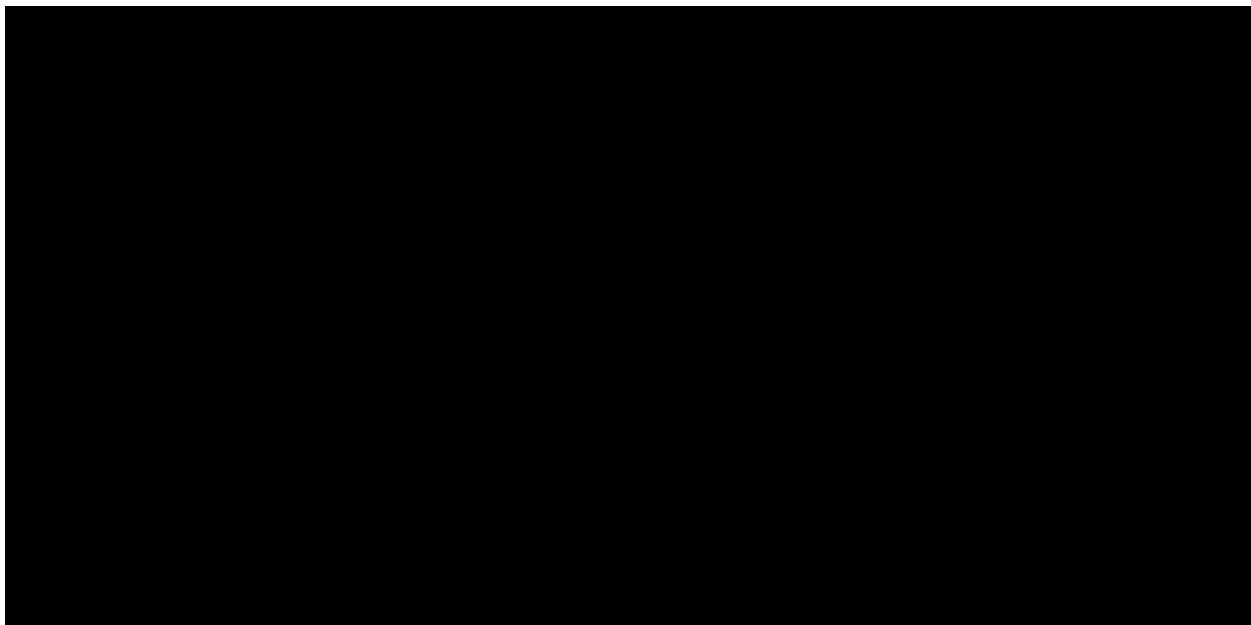


ys, with less than a day's training

- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]





Innovation - The customer requires you to be able to provide innovative ideas. You are also required to demonstrate innovation. Please provide at least 5 examples where you have demonstrated innovation. Innovation means the implementation of a new or significantly improved product, service or process.

Throughout our partnership with Government Legal Department (the Authority), we will utilise our considerable expertise and knowledge as an ICT Supply Partner and in the business of technology to drive innovation and support the Authority to continuously develop its service and solutions with improved products, service and processes with a real benefit to your users.

As a top 10 Value Added Reseller within the UK, innovation and development are inherent within our organisational and ICT strategy, in line with our ISO9001 Quality Management accreditation.

We will, throughout our partnership, work strategically with the Authority to discuss and develop innovations in an inclusive, safe and developmental way. Methods to achieve this will include:

Innovation and Development through our One-Team Approach



██████████ is extremely well connected with multiple Tier 1 vendors, including HP, Lenovo, Microsoft, Dell Technologies and many others and we will work closely together with these partners and the Authority through a One-Team approach and ethos.

Working as One-Team will enable us to fully understand the Authority's aims and objectives for improved product, service or process and any challenges within current products, services and solutions.

Additionally, as ██████████ and our partners actively work within Central and Local Government organisations we will share experiences, learning and ideas including innovations and developments that work within other Public Sector organisations.

Partnership Reviews – Strategic and Operational



We will regularly propose innovation and development ideas through a Continuous Service Improvement Plan (CSIP) which will be built into the quarterly business reviews and planner workshops.

We work with Central Government Departments and Community Care Groups and have worked together to drive forward innovation including on both a strategic and operational level, but not limited to:

- Putting user experience at the heart of all that we do,
- Utilising devices and software applications to support your users to work productively, collaboratively, and securely, wherever they are – helping them better serve the public,
- Embedding sustainability and value for money

The CSIP, developed and maintained by your Partnership Manager ██████████, will support you as you build upon your Standard Client Design and be shaped to deliver innovations which support your strategies, changes over the life of the contract and ultimately drive process excellence.

SMART Workspace Services



Underpinned by ESG principles, our SMART Workspace Services are designed to elevate hybrid working experiences while safeguarding the workforce. Our services will allow the Authority to confidently navigate the challenges of managing a hybrid workforce.

- **Modern Management Advisory** — Efficient end-user device management processes boosts IT security, efficiency, cost-effectiveness and user experience. Discover how we facilitate the transition to modern management, enabling you to reap the benefits.
 - [Stay connected and secure with HP](#)
 - [Discover your digital workspace with Dell](#)
- **Smarter Working Security Advisory** — Amid rising cyber threats, security models must adapt. Discover how we facilitate the transition from network-centric to identity-centric protection, ensuring the safety of your hybrid workforce in a dynamic landscape.
- **Smarter Working Experience Advisory** — Delivering engaging employee experiences enhances retention and elevates the customer experience. Discover how we can help you create digital and physical work environments that are intelligent, connected, and efficient.

Supporting your ESG Outcomes



We can support you to maximise the lifecycle of IT assets, reduce e-waste, adopt sustainable processes, and save time and money. Partnering with us, we can enhance your ESG strategy, for the good of the planet, your people, and your organisation:

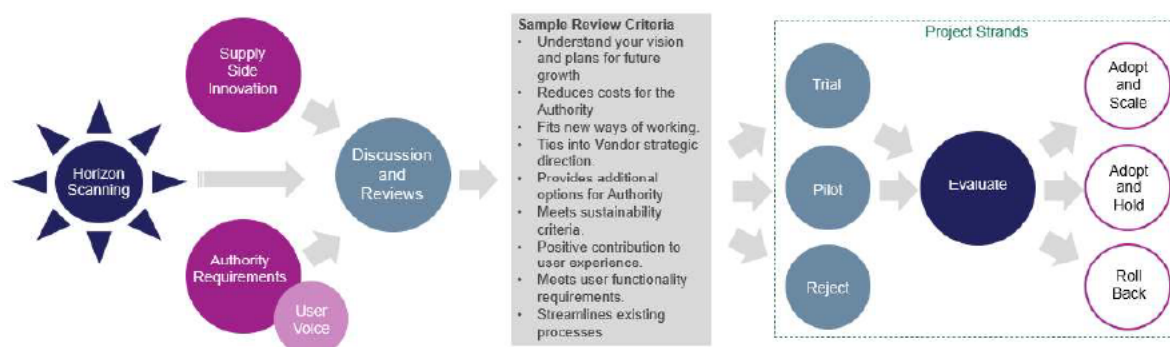
- **End User Device Upcycling** — Modernise older devices to improve security, energy efficiency, and reduce your carbon footprint.
- **IT Asset Upcycling** — Retire end-of-life assets in a secure, sustainable manner and capture residual value to fund new initiatives.
- **Software Asset Management** — Gain visibility of your software estate to identify digital waste and reduce costs.

Included in our proposal, we provide a complimentary half-day session to explore any aspects of the above, contingent upon consultant availability.

Horizon Scanning Activities



Your Partnership Manager, [REDACTED], will take the lead in providing you with structured updates around new technology innovations and market developments that will improve and enhance product or service delivery or be of general interest.

Structured Process for Managing Innovation & Improvement

We have a drive for continuous improvement, in line with our ISO9001 Quality Management Systems accreditation. In addition to reviewing management information between the formal quarterly business meetings, internal meetings between business units and with supply partners will take place so we can:

- Proactively identify any trends and potential risks to supply of equipment, for example.
- Discover opportunities for innovation and development.
- Respond to any changes in demand.

Our aim and objective will be to continuously drive improvement and ensure that as your ICT Supply Partner our service remains efficient and effective for the Authority.

Innovation Examples

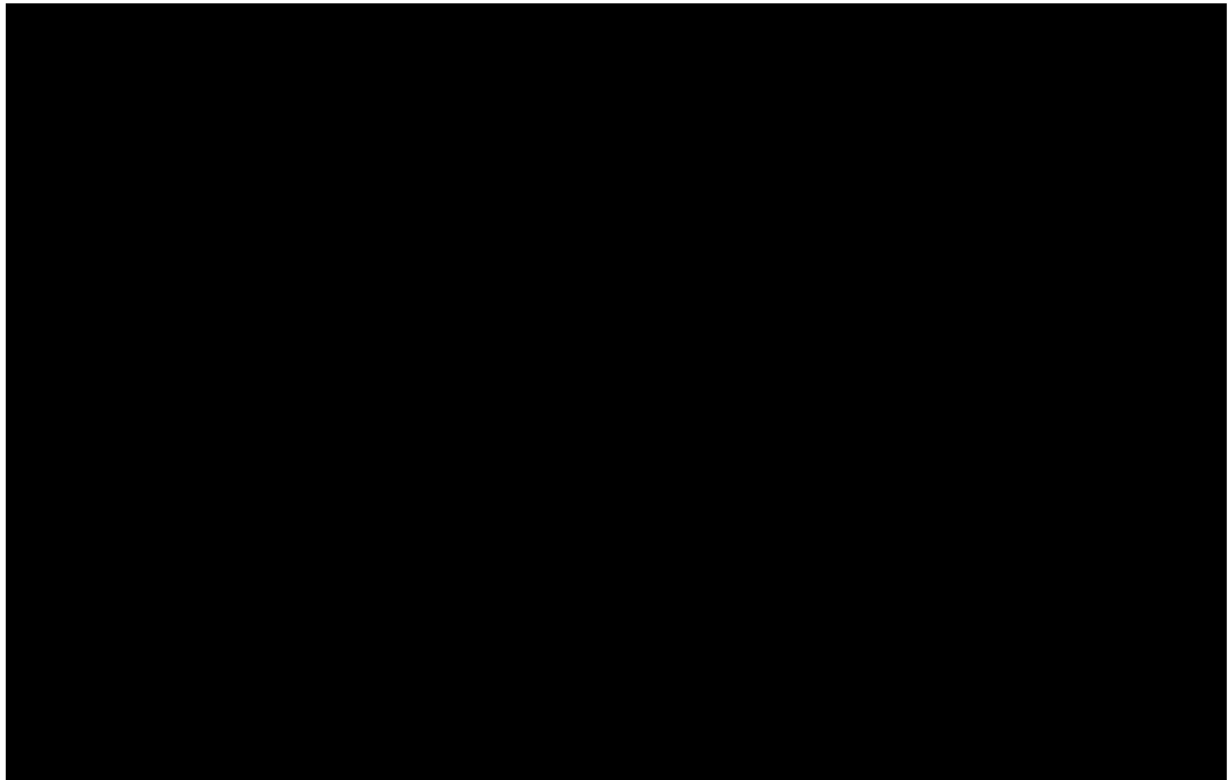
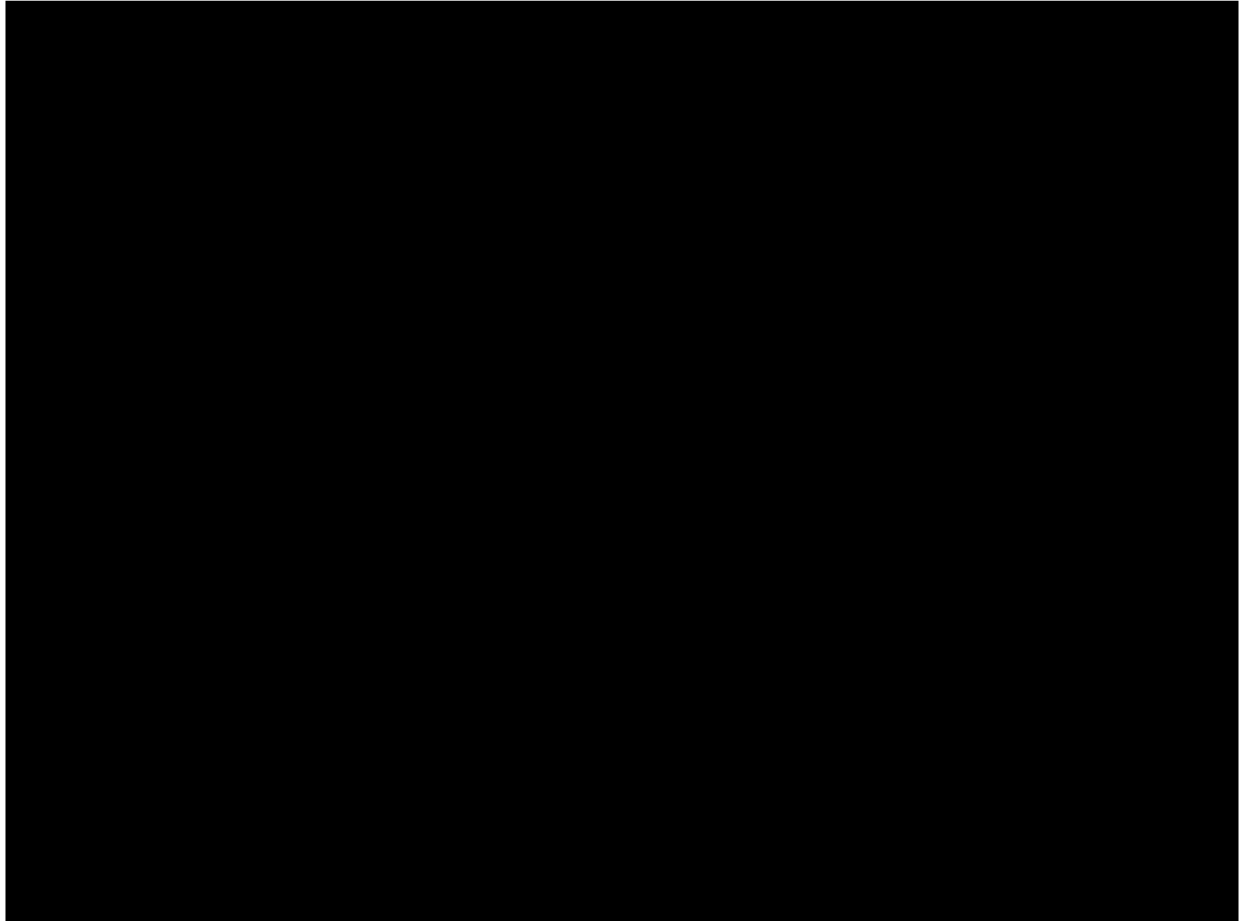


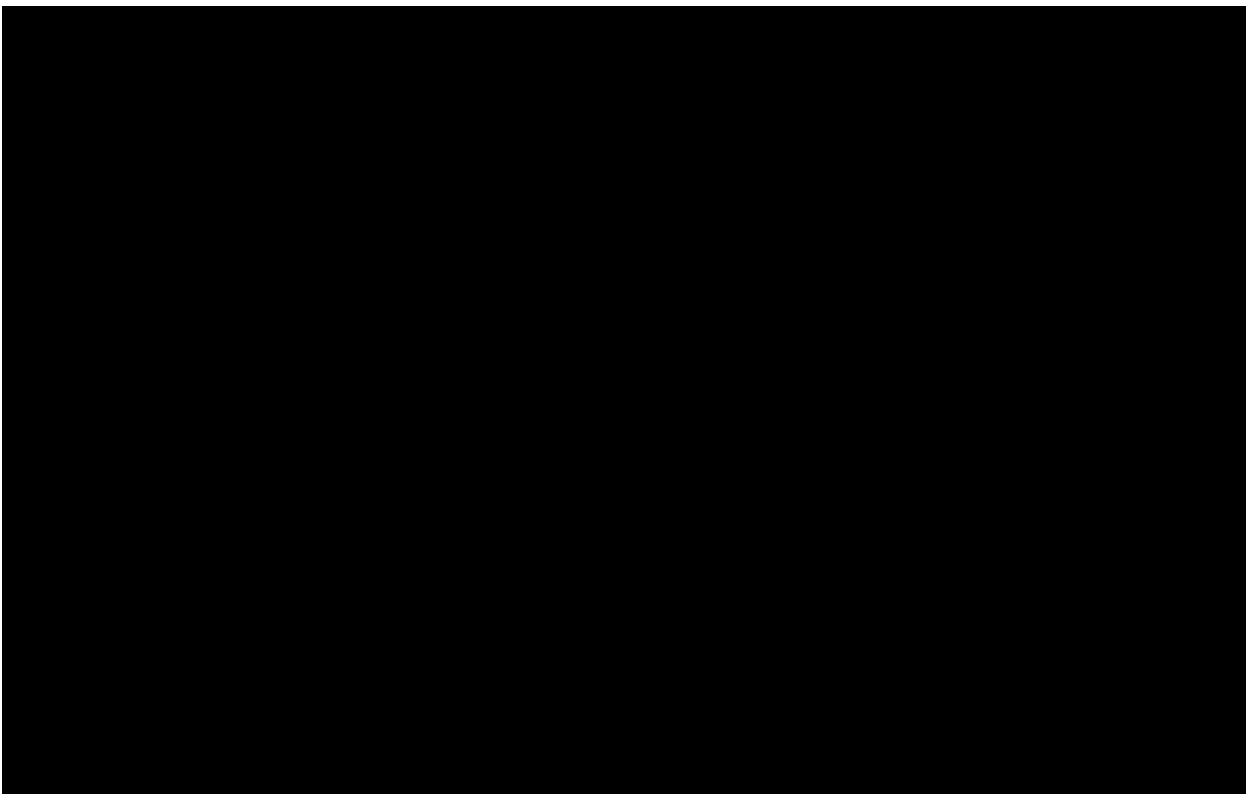
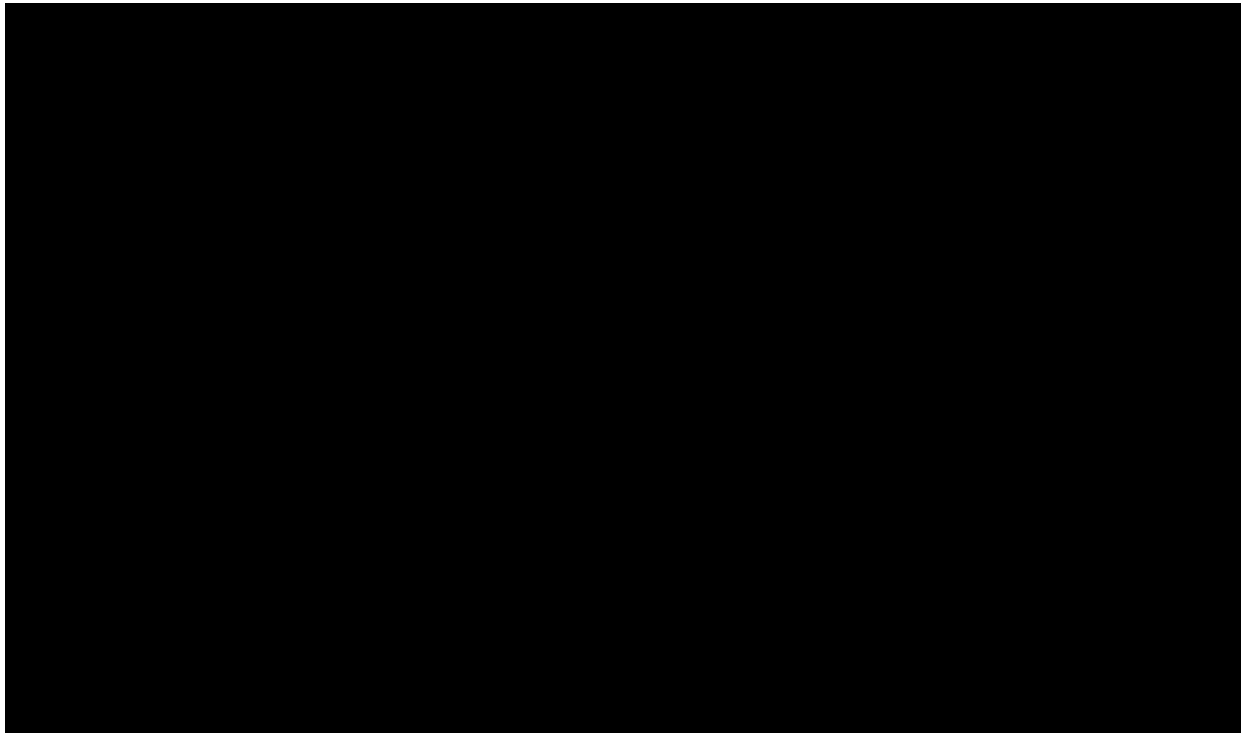
**Office for
National Statistics**

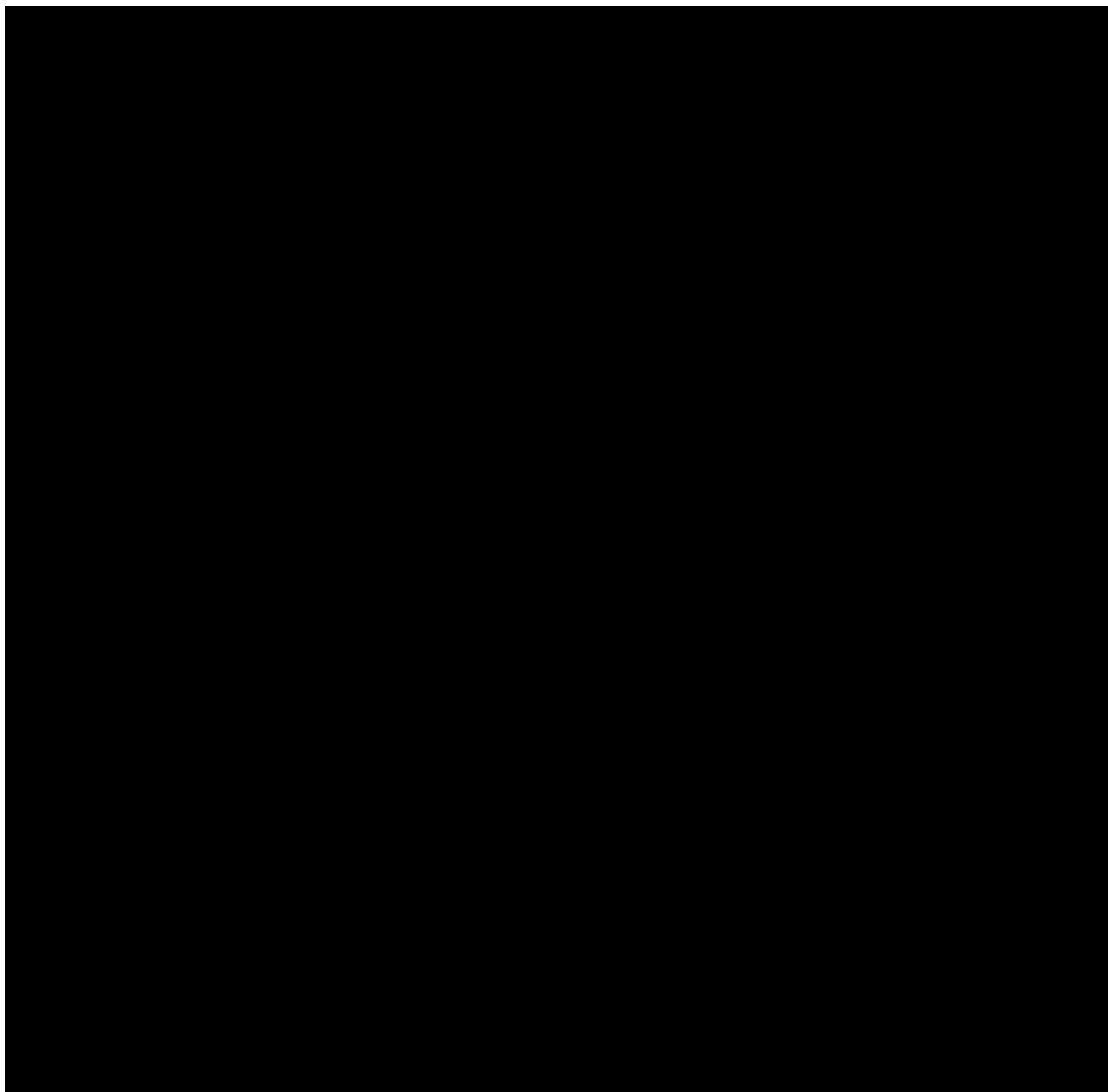
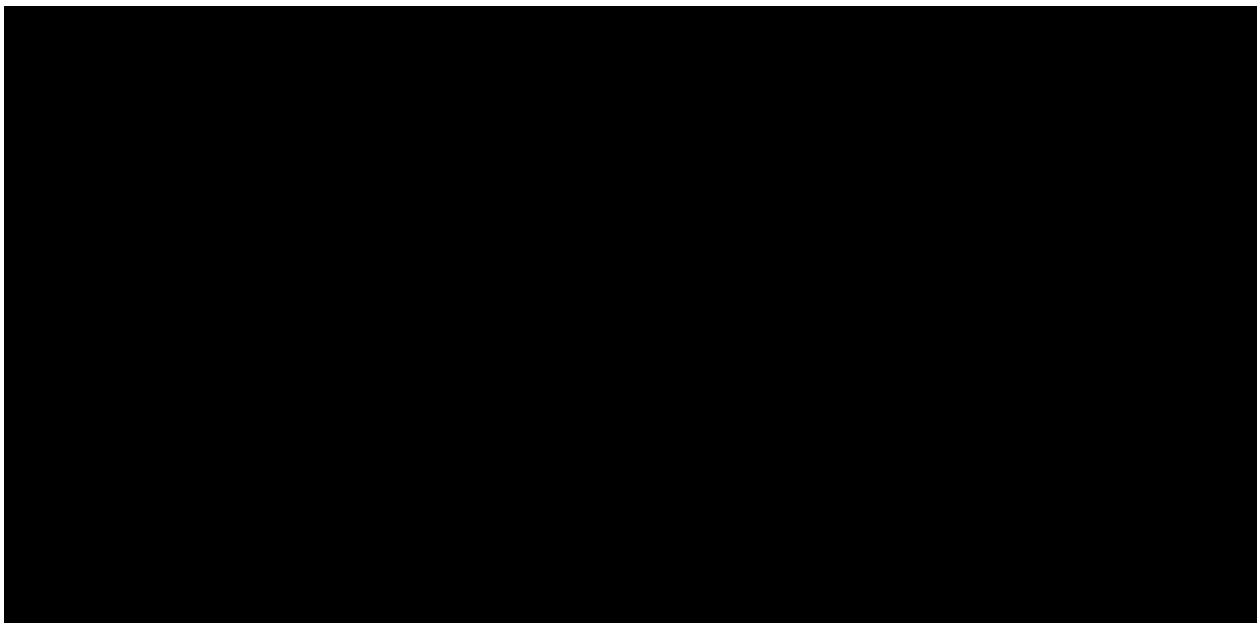
- Delivering a UK based content management system and secure data repository using the Google Enterprise Cloud Platform and VMware Mobile Device Management technology.
- Full MDM solution with Programme Managed rollout of various mobile devices including 40,000 Samsung phones, innovative phone connectivity using Anywhere SIM, laptops and Chromebook tablets.
- Highly responsive IT Service desk solution for end users, which significantly ramped up at key times.
- Collection of devices with appropriate cleansing and disposal

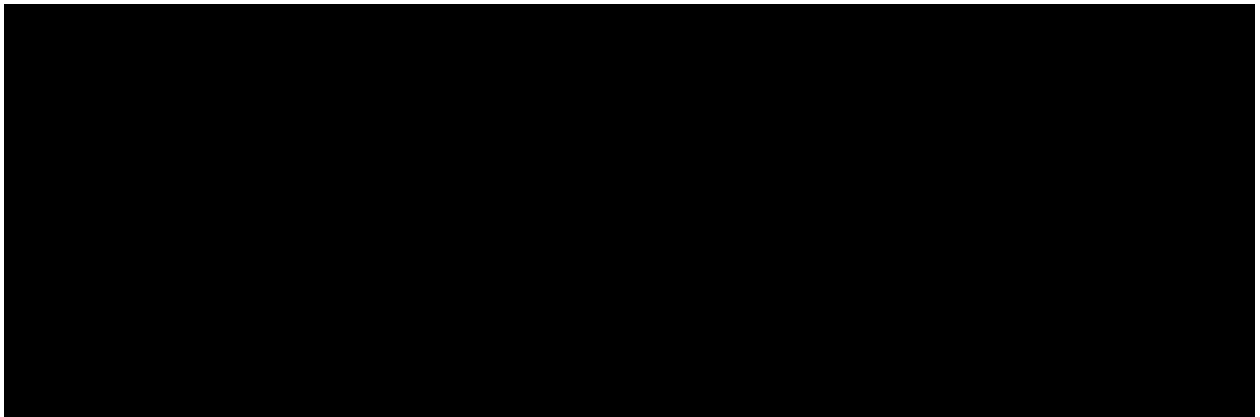
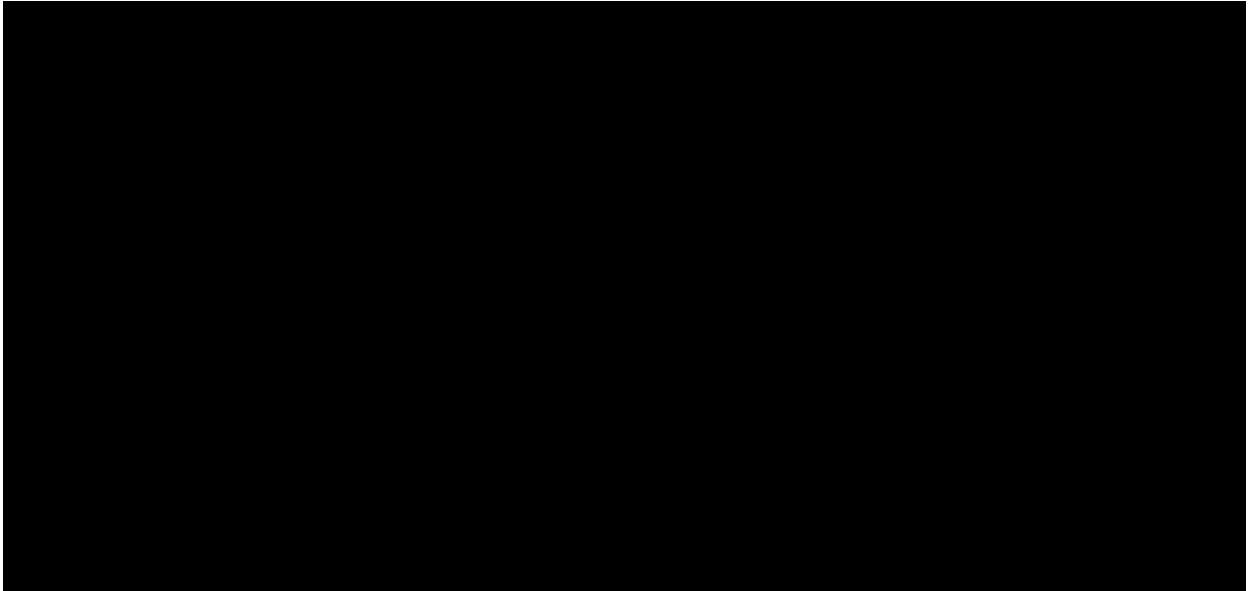
ONS was impressed with our innovative solution to use Google and G-suite. Through our knowledge and experience in working with Google we gave ONS confidence in our ability to deliver their requirement.

They were also confident in our project management ability with our solution offering good









Social Values

Please provide demonstrable examples of your adherence to social values under 1 or more of the following areas.

1) Covid-19 Recovery

- a) What is your company doing to help local communities to help local communities to manage and recover from the impact of COVID-19.**

2) Tackling economic inequality

- a) Creating new businesses, new jobs and new skills.**
- b) Increasing supply chain resilience and capacity.**

3) Fighting climate change

- a) Effective stewardship of the environment.**

4) Equal Opportunity

- a) Reduce the disability employment gap.**
- b) Tackle workforce inequality.**

5) Wellbeing

- a) Improving health and wellbeing.**

████ are a socially responsible organisation and social value is inherent within our operational planning and service delivery. In addition to this, we are an ISO14001 certified organisation, we place sustainability and consideration for the environment at the core of everything we do. Our company-wide target is to achieve Carbon Net Zero by 2030, across Scope 1, 2 emissions, and by 2045 for Scope 3 emissions.

Our Environmental Social Governance (ESG) Director, █████, provides leadership across █████ to implement ESG strategy. █████ chairs our ESG Board, which includes several senior business leaders. They meet monthly to design, plan and review our delivery against social value objectives and to agree future initiatives and commitments across █████. The ESG Board reports upwards to our Chief Operating Officer and Human Resources Director, providing executive board level sponsorship. █████ holds ultimate responsibility for ensuring we meet our social value commitments across our contracts.

Covid-19 Recovery

████ have purposely and carefully chosen initiatives, committed to by our board-aligned Environmental, Social and Governance forum, that support local people and the recovery from COVID-19.

Since the height of the COVID-19 pandemic, we have launched an apprenticeship programme at █████, providing opportunities for apprentices to gain hands-on work experience, learn skills and achieve industry-recognised qualifications. This actively supports their employability prospects, and an apprenticeship could lead to full-time employment at █████. In 2022, we supported 14 apprentices through our programme.

Our apprenticeship scheme pays significantly more than current Government guidelines and there is a progressive salary increase applied to these individuals every 6 months for the duration of their apprenticeship.

The pandemic evidenced the digital divide across the UK, showing the lack of access that large percentages of the population have to IT. In line with our commitments to Equity, Equality, Diversity and Inclusion we actively deliver initiatives to help bridge the digital divide and support local people to have access to IT. For example, with Manchester City Council, we are driving vendor supported initiatives and working with Manchester's social and digital inclusion teams. Activities include targeted initiatives to help bridge the digital divide in the community and increase the online capabilities of people from under-represented or minority groups and the elderly. This initiative will enable and empower people who before and during the pandemic were isolated and disconnected from the community to have access to IT and communication tools.

COVID-19 also put the spotlight on homelessness, and we have made this cause a focus of our charitable time and resources. For example, in Blackburn with Darwen, we partner with Nightsafe, a charity which offers a place to stay for young homeless people, and we contribute £1,000 per month to enable Safe to Stay areas to continue the great work they do.

A further example of our Social Value commitments is our partnership with Chris Luff MBE, founder of the Chamber of Conscience, a Network of Goodwill. They focus on taking care of people, our planet and local businesses. Through this partnership we provide training and support to local people and communities such as a 'Potential Not Past' project. These opportunities provide mentoring/coaching/psychometric profiling, Mental Health Awareness Level 1 accreditation, CV and

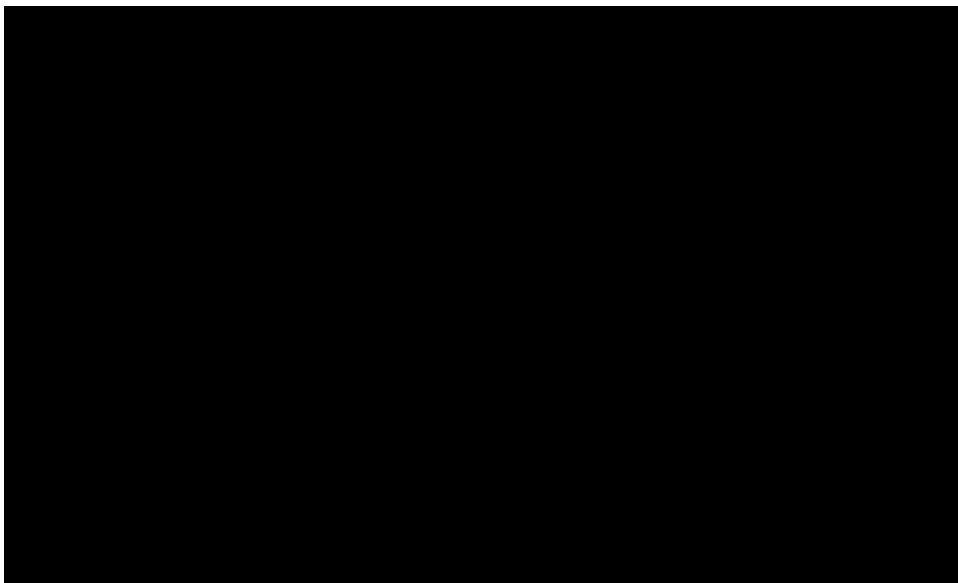
interview assessments and work experience to help vulnerable people into paid employment. This programme is also supporting Ukrainian refugee families.

Tackling Economic Inequality

a) Creating new businesses, new jobs and new skills.

Our ESG strategy drives our approach to tackling economic inequality in employment, skills and pay by driving forward key outcomes in Employability and Emerging Careers. Examples of initiatives we have already undertaken to tackle economic inequality include (not limited to):

- Creating a Tackling Inequality and Supporting Early Careers Framework (image below), focusing on creating new jobs, skills, and training opportunities, particularly for those who face barriers to employment and/or are based in areas with high Social and Economic issues, and for people in industries with known skills shortages.
- We have signed up to the [Real Living Wage](#) charter.
- We have achieved Investors in People.
- We are disability confident level 1, and currently undertaking assessment for level 2.
- We have employed 19 apprentice and work placement staff combined in the last 12 months.



b) Increasing supply chain resilience and capacity.

████ has a robust Supplier Relationship Management (SRM) structure which encourages communication and collaboration with supply chain partners, greater transparency and visibility and joint development of product and service offerings.

We demonstrate collaboration with our supply chain by following our SRM structure, which is underpinned by principles of mutual respect, transparency, trust, flexibility and fairness. We:

- Collaborate with GLD to understand the core requirements, which in turn will allow pro-active lead time communications, factory reports, and facilitate further opportunities to streamline and improve end-to-end deliverables.
- Engage in regular operational check-ins and quarterly reviews with partners, allowing proactive risk management and problem solving and minimising any potential impacts on our supply chain and GLD, such as component shortages, Macro/Micro-economic, geo-political and environmental pressures.
- Operate a tiered supply chain structure, facilitating visibility of spend across the market and fair yet competitive trading practices across the contract requirements.

This proactive structure will facilitate a 'whole supply chain' approach to ensuring customer deliverables are at the forefront of any proposed resolution. We build trusted partnerships as opposed to 'cut and run' transactional interactions, which can cause lasting damage to smaller suppliers.

We undertake due diligence on all potential supply chain partners before selection and assess the results of this information for risks and potential clashes. Our priority is to mitigate any differences in processes or where a risk remains, to remove the partner from our agreement.

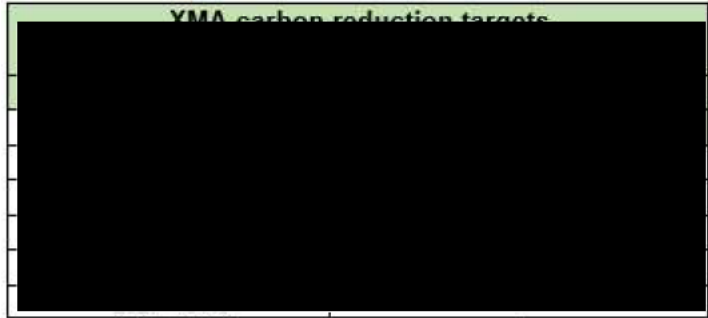
We run a standard Third-Party Contractor (3PC) Pre-Qualification Questionnaire (PQQ) process for all suppliers delivering services on behalf of █████. All suppliers delivering services will need to complete our 3PC PQQ to the satisfaction of our Procurement Team before approval by our COO and confirmation as an █████ supplier. We also ensure that all our suppliers comply with the minimum ethical standards of the International Labour Organisation (ILO), whether UK or internationally based. We challenge, and potentially remove from our authorised supplier listing, any suppliers found not to meet these standards.

Compliance is tracked by our HR department, who measure and review internal and supply chain performance and compliance. Our Chief Operating Officer (COO) uses this data to report Corporate Social Responsibility (CSR) compliance and performance at Board Level.

Fighting Climate Change

████ Environmental Strategy is aligned to 8 of the United Nations Sustainable Development Goals. Our aim is to continuously improve our environmental impact and care for our planet. In the last 12 months, we have reduced our CO₂e by 57% year-on-year, removed 350,000 meters of plastic tape from circulation, and donated 1,500 redundant user devices.

As mentioned previously, our company-wide target is to achieve Carbon Net Zero by 2030, across Scope 1, 2 emissions, and by 2045 for Scope 3 emissions. We publish our Carbon Reduction Plan annually to our website. We pledge to achieve an [REDACTED] our carbon emissions by 2027, measured against our 2019 baseline, and to have reduced plastic waste by a further 25% by 2030. We are regularly audited to ascertain our energy consumption, volume of waste sent to landfill and our carbon footprint. Furthermore, through third party audit and review procedures, we ensure that all organisations working with us comply with our sustainable and environmental practises. We are committed to improving all of these, and to this end we assess our environmental impact at all stages of service delivery and across the lifecycle of the products we supply.



We are investing £2M (15% of profits) per annum to fund sustainability initiatives. Recently completed projects include (not limited to):

- Warehouse refurbishments, including LED lighting and control upgrades.
- Creating green spaces, such as the bee garden recently commissioned at our Nottingham Office.
- Staff electric vehicle salary sacrifice scheme.
- Innovative shipping solutions, including:
 - Zero packaging options.
 - Use of machine wrappers when wrapping pallets.
 - Shredding cardboard waste for use as packaging infills.

In 2022, British Transport Police awarded XMA as Highly Commended in their Sustainable Supplier Award category.

Equal Opportunities

Our Social and our Governance strategies give centre stage to tackling inequality to drive forwards key outcomes in Employability and Emerging Careers. Our governance strategy is designed to help everyone achieve their full potential in a safe, supportive environment. We ensure that everyone is treated equally at [REDACTED], no matter an employee's background or education.

We feel strongly about employment inequality and doing our part to end it. Our employment policies are helping create new, equal opportunities for people across society. We invest in our employees by providing specialist training and skills opportunities. We are creating employment and training opportunities for neurodivergent people. Our initiatives are also reaching out to support other groups including ex-services, ex-offenders, disadvantaged and minority groups as well as refugees.

We have a Tackling Inequality and Supporting Early Careers Framework (image shown on page 3). By supporting emerging careers, [REDACTED] can offer opportunities to individuals who may not otherwise have one. Our objective is to create new jobs, skills and training opportunities, particularly for people facing barriers to employment or who are located in areas with severe social and economic problems, as well

as for people in industries with skills shortages. It allows us to provide equal employment opportunities for people of all skill levels, regardless of age or background.

We are an Investors in People organisation. Investors in People advise and support us on improving workplace culture specifically in the areas of employee engagement, communication, organisational culture and work practices. A further staff survey (October 2022) identified that a majority of people agreed that:

- [REDACTED] has clear values 87%
- Trust the leaders 78%
- Leaders communicate the ambition 83%
- My manager motivates me 85%
- I feel appreciated 79%
- Great place to work 84%

Our approach to Equality, Diversity and Inclusion encourages an engaged, innovative workforce and fosters an inclusive working environment. Monthly ESG forums provide an opportunity to review our initiatives and discuss our progress towards achieving our Social strategy.

One of our 7 key strategic goals is for employees to see [REDACTED] as a 'Great Place to Work'.

Our targets include:

- Improve employee engagement score gained through 6-monthly workday Peakon surveys from 7.1 to 8.0 by end 2022 and 8.5 by end 2023, enabling us to comprehensively assess employee satisfaction, including satisfaction with pay
- Use Investors in People framework, providing an independent, external audit of our people strategies, processes, and practice
- Improve staff attrition rates by 5 percent year-on-year

Emerging Careers and Diversity & Inclusion (ECDI) Manager

Our ECDI Manager, Lucinda Okunor, helps to drive [REDACTED]'s initiatives to support equality in employment opportunities for all. She supports groups of people with protected characteristics, such as age, disability, gender, pregnancy, sexual orientation, and she has a special interest in opportunities for neuro-divergent people.

Through this role we encourage work opportunities, processes, strategies and practical steps for inclusivity and enable confidence in managing people with disabilities. The ECDI connects with local educational organisations and neurodivergent communities to identify barriers experienced by underprivileged children and to create a roadmap of supportive initiatives, work experience and a diverse talent pipeline towards employment.

Work with Charities and Organisations

To further reach individuals who are in need of support to start or return to work, we work with the following:

- Signed the Armed Forces Covenant
- Blue Tangerine Federation – Supporting the disabled/SEND community
- The Mount Prison – Supporting Ex-offenders
- Goods for good programme – Supporting refugees

We also work with recruitment companies Radical Recruitment and Employment4All, who specialise in candidates from disadvantaged and minority groups.

Wellbeing

Our Social mission is to improve the lives of everyone involved with [REDACTED]. From colleagues and customers to suppliers and wider communities, we're driven to make positive life-enhancing improvements.

Our Social strategy gives equal attention to Equality, Diversity and Inclusion (EDI) and Health and Wellbeing; we view these as integral components of creating a healthy, productive, employable workforce. Together with the UN's social-focused Sustainable Development Goals these act as a foundation for our strategy.

Thus, health and wellbeing is a core element of our ESG strategy, with ownership at Executive Board level. Through this lens and a series of proactive initiatives, [REDACTED] are demonstrating commitment to supporting the mental and physical health of our workforce.

Key elements of our strategy include the following:

- Mental Health First Aid team (this meets the 'enhanced standard' to provide in-house support)
- Develop mental health awareness among employees
- Inclusive culture with acceptance of mental and physical health challenges
- Good working conditions
- Effective people management
- Monitoring (we are developing this aspect to meet the other enhanced standards around reporting, transparency and accountability)

Our Mental Health First Aid team were announced in communications via companywide emails. We take part in Mental Health Awareness Week in May each year. We have an intranet page dedicated to mental health.

During the height of the Covid-19 pandemic, The Mental Health First Aid team reached out to every employee personally during lockdown. Managers are continually encouraged to approach the team on behalf of their staff and refer them for informal conversations or for information on how to seek professional help. The team have also done an 'Elephant in the Room', encouraging people to write down their feelings on post-it notes anonymously.

Employee Benefits

An extensive benefits package provided to all staff from day one of their employment with [REDACTED] includes:

- Free-fuel Friday – Every week, employees have the chance to win one of three cash contributions
- Support Services – Through Mediacash and private healthcare plans, employees can access essential health and wellbeing services
- Programmes – We're supporting employees to be their best with the help of our assistance and wellbeing programmes
- Refreshments – Employees enjoy free fruit and hot drinks in [REDACTED] workplace, all year round

Employee Forum

We have an Employee Forum of 25 employees representing all areas of the business, providing feedback and suggestions on the future of [REDACTED]. All employees are encouraged to present their innovative ideas and solutions and are rewarded for their contributions. In response to feedback gained through this forum, [REDACTED] now advertises roles internally for 5 days before advertising externally.

Staff are frequently invited to send their ideas "Want to be a part of making [REDACTED] a better place to work? To engage with us on this please contact [REDACTED] if you want to make a difference!"

Please confirm that you are aware of, understand and comply with the Modern Slavery Act and detail what steps your organisation is taking to ensure continued compliance.

FOR INFO ONLY

Modern Slavery

Confirmed, [REDACTED] are aware of and understand and comply with the Modern Slavery Act.

As a large IT Reseller, [REDACTED] adhere to the Modern Slavery Act 2015 for Transparency in Supply Chain and workforce inequality. We publish our statement to our website annually.

Steps taken to ensure continued compliance.

As part of [REDACTED] commitment to combating modern slavery, we have implemented the following practices:

- Produce a Group Supplier Code of Conduct (the "Code")

[REDACTED]
which includes provisions on slavery and human trafficking and ensure all of our suppliers adhere to the principles of this Code as a minimum standard. The Code is also available on [REDACTED] website.

- Our standard supplier agreement (which we ask new partners to sign) contains specific anti-slavery provisions and confirms adherence to our Code.

- [REDACTED]

[h6126-4C8A-9AF6-08556AC18312%7D&file=MSD-CM-D005.docx&action=default&mobileredirect=true&DefaultItemOpen=1](#)
refer to suppliers adhering to the MSA and our Code.

- If suppliers insist on us trading on their terms, we ensure we insert a clause noting they have to adhere to the principles of our Code and specific provisions relating to MSA compliance.
- We ensure our suppliers are aware of our practices and policies and adhere to the same high standards.
- We annually submit our Group Statement to the Transparency in Supply Chains ('TISC') Report, an open data modern slavery statement register to support the UK in fighting modern slavery.

Due diligence

As part of our efforts to monitor and reduce the risk of slavery and human trafficking occurring within our supply chains, we have adopted the following due diligence procedures.
Our procedures are designed to:

- establish and assess areas of potential risk in our business and supply chains.
We internally map and grade on a scale of 1-4 our supply chain to identify which suppliers demonstrate the highest potential risk of slavery and human trafficking. We place our supply chain into tiers with those that have a changeable workforce/country of manufacture representing the highest risk subject to a higher frequency of review/audit and direct Board sponsorship.
- monitor potential risk areas in our business and supply chains.

Through appropriate safeguarding plans and processes, with regular monitoring of relevant/vulnerable groups to reduce the risk of slavery and human trafficking occurring in our business.

- mitigate our potential for risk.

Our code sets out that both ourselves and our supply chain must categorically not employ child workers. Our internal recruitment policy is based on procedures that focus on compliance with all applicable legislation ensuring the right to work, validity of documents and work permits for foreign workers. Our recruitment process is centralised and governed through our HR team who work to our standard process of ensuring that all legislation is adhered to.

- provide adequate protection for whistle-blowers.

We have policies and procedures in place to enable our employees to whistle blow and have safeguards in place should the need arise for them to do so. [REDACTED] operate the mechanism contained in our Whistleblowing Policy of:

(i) an employee [REDACTED] so, to report to Clare Murray, (the “Whistleblowing Officer”);

[REDACTED] Reporting Form available on the Company intranet which can be emailed directly to the Whistleblowing Officer or posted anonymously.

(iii) the ability for anybody to make an anonymous report in writing posted to the Whistleblowing Officer; and

(iv) providing adequate protection for whistle-blowers on all matters including reporting cases of coercion or forced labour, through our ‘Whistleblowing Officer’. Any report submitted via whatever method will always be handled promptly and confidentially.

Please click link for evidence and attached Modern Slavery Act Statement - [REDACTED]

[REDACTED]

[REDACTED]
er
022

[REDACTED] has a robust Supplier Relationship Management (SRM) structure which encourages communication and collaboration with supply chain partners, greater transparency and visibility and joint development of product and service offerings.

We will demonstrate collaboration with our supply chain for opportunities under this contract by following our SRM structure which is underpinned by principles of mutual respect, transparency, trust, flexibility and fairness. We will:

- Collaborate with Government Legal Department (Authority) to understand the core requirements, which in turn will allow pro-active lead time communications, factory reports, and facilitate further opportunities to streamline and improve end-to-end deliverables.
- Engage in regular operational check-ins and quarterly reviews with partners, allowing proactive risk management and problem solving and minimising any potential impacts on our supply chain, such as component shortages, Macro/Micro-economic, geo-political and environmental pressures.

- [REDACTED] also operates a tiered supply chain structure, facilitating visibility of spend across the market and fair yet competitive trading practices across the contract requirements.

This proactive structure will facilitate a 'whole supply chain' approach to ensure customer deliverables are at the forefront of any proposed resolution. We build trusted partnerships as opposed to 'cut and run' transactional interactions, which can cause lasting damage to smaller suppliers.

OJ/SS8807/05/2019210470-2019-EN

**Invitation to mini competition to establish a call off
contract for the supply of Hardware & Associated
Services.**

**Contract Notice (OJEU) Ref:
OJ/SS8807/05/2019210470-2019-EN**

Executive Summary
From



Our Understanding of Your Requirement

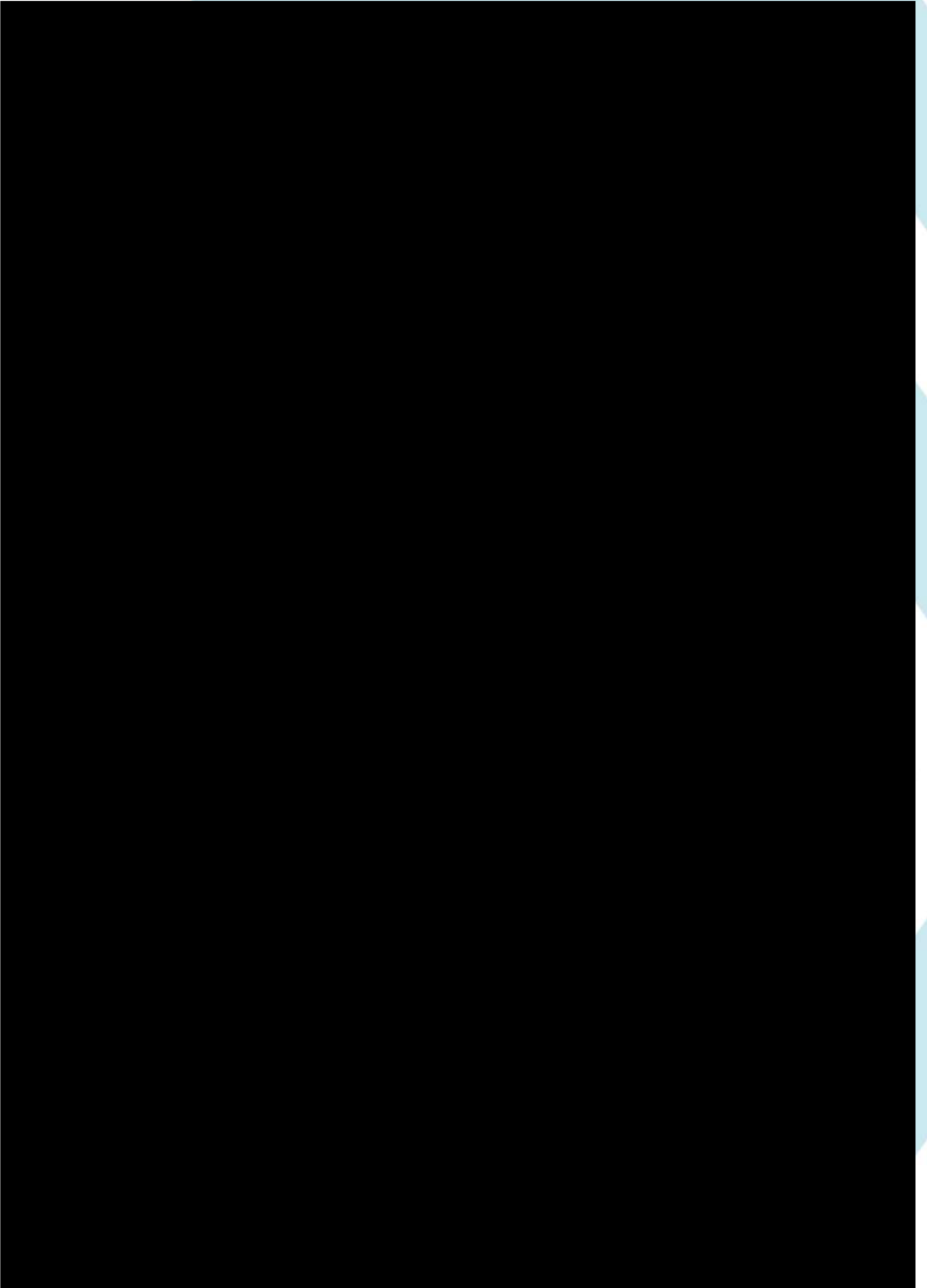
We understand that GLD wishes to encourage a strategic supply partnership approach between the Authority and a Supplier for the procurement of ICT hardware, to promote a relationship of flexibility, innovation, and sustainability, which enables you to effectively meet your day-to-day ICT operations.

Our Proposed Solution

Meeting your objectives:

- ✓ Working as One-Team will enable us to fully understand the Authority's aims and objectives for improved product, service or process and any challenges within current products, services and solutions.
- ✓ We will use our long-established relationships with the Tier 1 Vendors to provide best value and a wealth of added value service wraps to the Authority, whilst effectively mitigating any risks to delivery.
- ✓ Our Account Management Team will take the lead on providing the Authority Improved project delivery timescales for hardware through single point of accountability.
- ✓ Your Partnership Manager will assist the Authority with understanding your ICT hardware estate further, including renewals, savings opportunities, and asset management.
- ✓ Our proposal has board-level sponsorship ensuring that a board member is fully abreast of progress and sponsoring our service delivery to ensure high service levels and on-time delivery of hardware.
- ✓ We will use our experience and established systems in place to successfully deliver to GLD site and home deliveries.
- ✓ We will regularly propose innovation and development ideas through a Continuous Service Improvement Plan (CSIP) which will be built into the quarterly business reviews and planner workshops.
- ✓ Underpinned by ESG principles, we will embed sustainability and a smarter working experience.

OJ/SS8807/05/2019210470-2019-EN



[REDACTED] "Value for Money Service" through strategic management of the contract, ensuring the following steps are reviewed regularly.

- Core list review for best value
- Supply chain management
- Negotiation with manufacturers/suppliers
- Benchmarking of contract.

Delivery

We confirm that to GLD sites:

- Site deliveries will be made within 48 hours,
- All deliveries will contain proof of delivery,
- All deliveries will be booked in advance with the asset manager,
- Home deliveries will be available throughout the UK.

Account Management

We will appoint a dedicated Partnership Manager, [REDACTED] as our overarching Partnership Manager. He will work at a peer-to-peer level with your nominated Contract Manager and will provide ownership within [REDACTED] for all matters of service delivery.

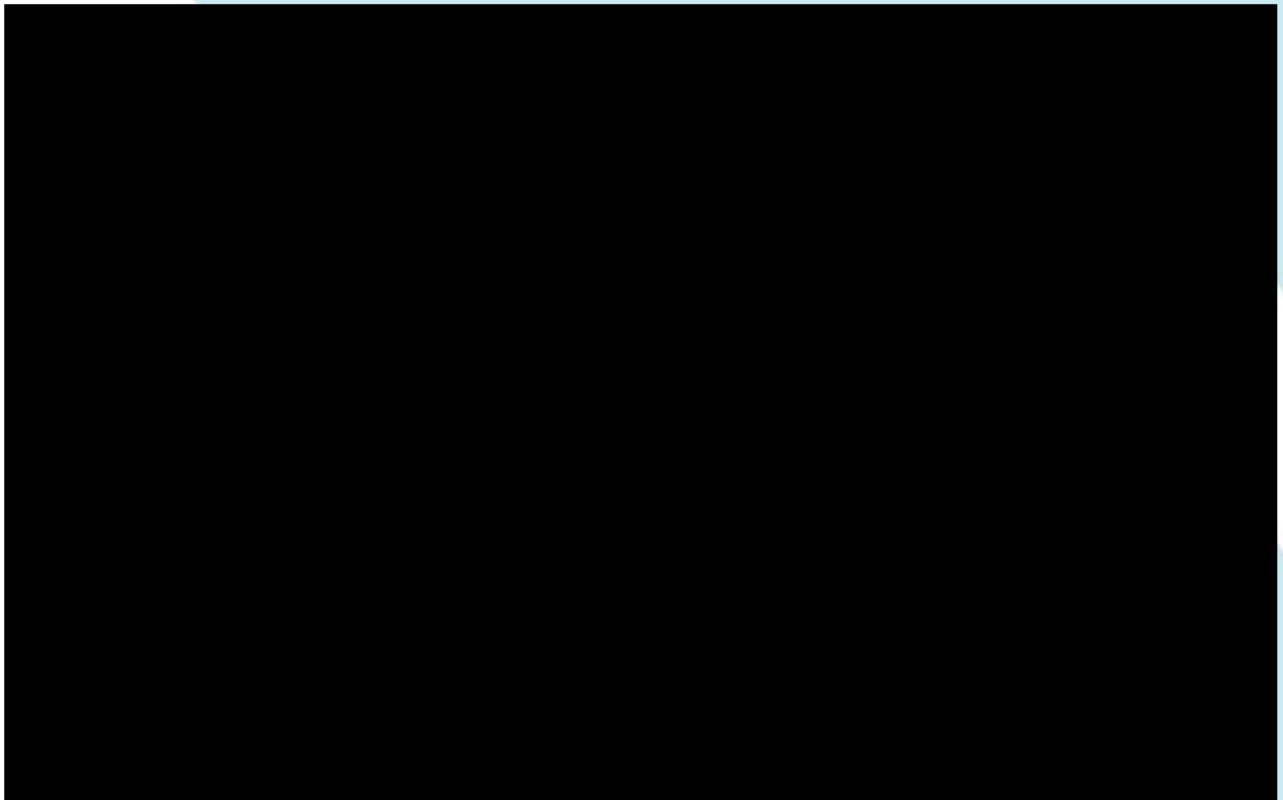
[REDACTED] will share with you our organisational structure during contract initiation, highlighting key roles, responsibilities, and escalation paths within [REDACTED], culminating with our Executive Board Sponsor, Malcolm Sheils for this contract. He will conduct a stakeholder mapping exercise to ensure we have both transparent and efficient communication channels in place and introduce you to relevant heads of service (e.g., Customer Experience, Warranty Support, Business Intelligence) allowing your key stakeholders to build a direct rapport with those they will be working with throughout contract delivery.

As a minimum we will provide:

- A Quarterly Business Review each quarter for the duration of the agreement.
- 2 Workshops per annum to share technology preferences and new technology to be offered to the Authority for the duration of the agreement.
- Any spend data or asset data as required, to help GLD with your asset management process.

The diagram below shows our high-level organisational structure for this contract.

OJ/SS8807/05/2019210470-2019-EN



Service Levels

All service levels as detailed in the GLD ITT will be met and reported on as agreed.

Delivery Times and KPIs

All delivery times and KPI's as detailed in the GLD ITT will be met and reported on as agreed.

An overview of the Tenderer's costs and proposals in relation to pricing.

Our proposed cost model will be "Cost Plus" "Open Book" pricing discussions. As part of regular review meetings with the Authority, your Partnership Manager, [REDACTED] will provide information to enable you to understand the overall cost of the key components of our offer. He will also illustrate the overall value for money our solution provides via providing direct comparisons between our costs and those of our competitors. Where our costs do not reflect value for money against those of our competitors, we adjust our prices accordingly, wherever possible.

****Add in pricing table****

A clear statement of whether it is a consortium or a group of companies with one supplier.

We confirm [REDACTED] will be bidding independently and not as a consortium or a group of companies.

[REDACTED]

A clear statement of its commitment to meet the Authority's requirements and the pricing, payment and performance model.

██████████ commit to meeting the Authority's requirements to pricing, payment and performance model.

We understand the need for the Authority to ensure that best value for money is always applied in relation to IT Hardware for this contract.

Our experience, size, long-term relationships, and accreditations in the UK marketplace mean we have a strong understanding of how to achieve best price for you.

██████████ can confirm we will attend quarterly business review meetings, in line with the requirements of this tender. These meetings will be attended by your Partnership Manager Jason, who will discuss and review our performance in the delivery of the contract services to include our pricing model "Cost Plus" "Open Book", payment and performance model against agreed SLAs. Minutes will be taken, recorded and shared with the appropriate parties within 24 hours of the meeting.

In line with our proactive approach to Account Management, ahead of contract commencement, we will hold a meeting with the Authority. The purpose of this meeting is to fully scope and review the service requirements with you to ensure the required information is comprehensive and will deliver to the Authority an insightful and holistic view of progress across all aspects of delivery.

Confirmation that the Tender(s) will remain open for a period of 30 days, this includes 1 week (5 working days) for clarification questions.

Confirmed.

About ██████████

██████████ and trusted supplier of ICT hardware, software, solutions and services within Public Sector, ██████████ confirm we have the ability, skills and resources to comprehensively meet the requirements of Government Legal Department (referred to as the "Authority") to meet your day-to-day ICT operations, offering a flexible service with innovation, sustainable products and services.

As a major IT supplier in the UK and with over 30 years' experience as a key supplier to Central and Local Government (over 80% of our business is Public Sector), we fully understand the need to stay abreast of new technology trends and how to match them to the ever changing and highly diverse requirements of our customers.

We are an accredited supplier under the Crown Commercial Service. This means we are expertly placed to help deliver organisational resilience, availability and flexibility, meeting 'cloud native' ambitions, all whilst remaining in line with current spending cuts. As champions of digital change, we aim to increase efficiency and social mobility through the provision of sustainable, value enhancing services that produce tangible cost savings through framework-based IT procurement.

OJ/SS8807/05/2019210470-2019-EN

				
Trusted relationships with Central Government Departments and Community Care Groups	An approved supplier on more than 25 public sector frameworks	Over 30 years' experience working with Public Sector organisations	An experienced team of Pre-sales, Solution Architects, Deployment Specialists, Technical and Support engineers	Award winning for our IT services into the Public Sector

Throughout our partnership with the Authority we will utilise our considerable expertise and knowledge as an ICT Supply Partner and in the business of technology to drive innovation and support the Authority to continuously develop its service and solutions with improved products, service and processes with a real benefit to your users.

As a top 10 Value Added Reseller within the UK, innovation and development are inherent within our organisational and ICT strategy, in line with our ISO9001 Quality Management accreditation.

We will, throughout our partnership, work strategically with the Authority to discuss and develop the products and service to you with the added benefits from our team of specialist who have substantial length of service and experience of working in the Public Sector.



All Tenderers must complete the Pricing Schedule in full to ensure a Compliant Te

Name of Company Responding to Tender:
Name of Awarded Framework supplier (if acting as subcontractor):
HTE Framework Reference Applicable:
Contact Name:
Contact Number:
Initial to confirm you have read and understood the instructions:

The Pricing Schedule provides Tenderer Services and Costs Input tabs, whi
The Pricing Schedule comprises a series of tabs, which are listed in the table belo
instructions can be found in the sections following the table.

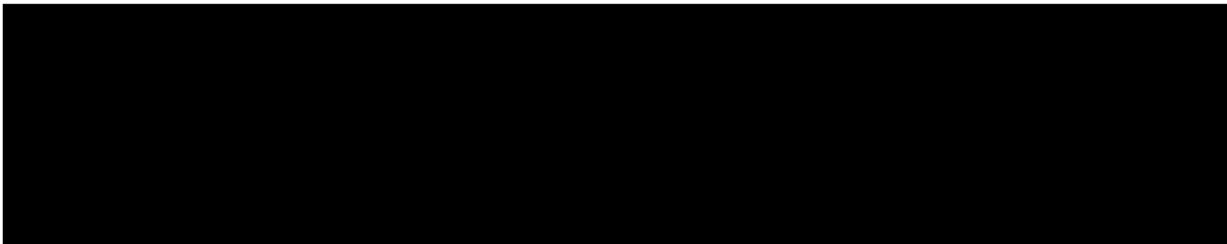
Tab
1. Instructions
2 - Pricing Schedule
3. Technical Questions

Pricing Schedule - 2. Commercial Response
Technical Questions - 3

CONTRACT AWARD
General Instructions
General Instructions
General Instructions
General Instructions
General Instructions

General Instructions
General Instructions
General Instructions
Delivery Date and Address
Customer Name

1. Instructions
<u>ender. Failure to do so could result in a non-Compliant Tender and elimination as a Tenderer.</u>



██ tabs are for information and evaluation; no Tenderer Input Required
These tabs - Input required

This is a Tenderer input cell
This is a calculation cell and updates automatically

ch will allow the Tenderers to input data and thereby enable the assessment of the Tender as to its overall
w, providing the tab references within the workbook, together with a brief description of their content and the Tenc

Notes
Instructions for Tenderers to complete the Pricing Schedule
Inputs to be completed by the Tenderers.
Inputs to be completed by the Tenderers.



Tenderers must complete cells highlighted in green
Tenderers are required to upload their pricing as part of the further competition process. Pricing to include all associated costs. <u>The pricing element is worth 55 % of the scoring for the Further Competition Exercise. (Quality will be 45%).</u>
Please complete rows 4 - 9 above to confirm that you have read and understood all tender documents in full.
Prices must be stand alone and exclusive of VAT
All prices calculated in the Commercial Envelope by ██████████ will be rounded to 2 decimal points. Please note that all pricing must be inclusive of all delivery for the duration of the contract
Please confirm attach an Executive Summary. The details of which can be found within Clause 3.2 of the ITT.

Please refer to the attached ITT for full detail regarding the requirement.
<p>Please ensure that you read all of the MANDATORY requirements detailed within the Technical Questions Tab & Attached ITT document.</p> <p>If a supplier cannot meet one or more of these requirements, this will result in a FAIL.</p> <p>The mandatory requirements are non-negotiable and must be adhered to at all times.</p>
The customer is under no obligation to award contract.
The Government Legal Department, 102 Petty France, Westminster, London, SW1H 9GL
The Government Legal Department

derer requirements, i.e. actions required of the Tenderers for the relevant tab. More detailed

Purpose of sheet	
Tenderer Input	Summary
	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	

Please Not
1
2
3
4
5
6
7

8
9
10
11

12
13

MANDATORY REQUIREMENTS - PASS/ FAIL QUESTIONS

Questions 2 to 7 are Pass / Fail questions, therefore if a Potential Provider cannot, or is unwilling to answer, the question will result in a fail.

[PLEASE CONFIRM YOU HAVE SIGNED AND COMPLETED THE INSTRUCTION TAB HERE](#)

Please confirm that you can meet the requirements detailed in the Commercial Response Tab and attached ITT document.

Please confirm that the pricing quoted is for product which matches the specifications as detailed on the Commercial response Tab & attached ITT document and that you fully understand the requirement.

Please confirm that if you are awarded this contract, all Invoices will contain the full list details and your specific HTE Framework reference.

Please confirm you can deliver to the following address(es);

- 1) 102 Petty France, Westminster, London, SW11 9GL
 - 2) 7-8 Wellington Place, Leeds, LS1 4AP
 - 3) Temple Quay House, Bristol
 - 4) Manchester (Opening Date TBC)
 - 5) [REDACTED] The UK
-

Please confirm that you have attached an Executive Summary. The detail of which can be found within Clause 3.2 of the ITT.

Please confirm the earliest delivery date of required specification and corresponding volumes. No Date will result in a fail.

Technical Questions

Account Management - As part of your tender submission, you are required to be able to demonstrate excellent account management, and provide at least 5 important review topics typically delivered in your account management reviews.

OEM Relations - Whilst it is not intended to have a direct commercial relationship with OEMS it is very important for GLD to be able to meet and have the support of OEM's. Please explain your role is ensuring the OEM's full support in supply and pipeline activities.

Value Added Services - Please describe through a case study where you deliver value added benefits to an organisation carrying out a similar type of exercise.

Innovation - The customer requires you to be able to provide innovative ideas. You are also required to demonstrate innovation. Please provide at least 5 examples where you have demonstrated innovation. Innovation means the implementation of a new or significantly improved product, service or process.

Social Values

Please provide demonstrable examples of your adherence to social values under 1 or more of the following areas.

1) Covid-19 Recovery

a) What is your company doing to help local communities to help local communities to manage and recover from the impact of COVID-19.

2) Tackling economic inequality

a) Creating new businesses, new jobs and new skills.

b) Increasing supply chain resilience and capacity.

3) Fighting climate change

a) Effective stewardship of the environment.

4) Equal Opportunity

a) Reduce the disability employment gap.

b) Tackle workforce inequality.

5) Wellbeing

a) Improving health and wellbeing.

Please confirm that you are aware of, understand and comply with the Modern Slavery Act and detail what steps your organisation is taking to ensure continued compliance.

[illegible]

Evaluation 9

Evaluation Scoring Breakdown

- 0) Fails to provide information or information totally inadequate or fails to cover all important review topics.
- 2) At least 1 important review topic has been detailed. There is a demonstration where this method has been used with another customer.
- 4) At least 2 important review topics have been detailed. There is a demonstration where this method has been used with another customer.
- 6) At least 3 important review topics have been detailed. There is a demonstration where this method has been used with another customer.
- 8) At least 4 important review topics have been detailed. There is a demonstration where this method has been used with another customer.
- 10) 5 important review topics have been detailed. There is a demonstration where this method has been used with another customer.

Evaluation Scoring Breakdown

- 0) Completely fails to meet the required standard
- 2) Provision of demonstrable experience of working with customers.
- 4) As 2, but with clearly demonstrable understanding of the needs of customers.
- 6) As 4, but with evidence of possessing appropriate OEM accreditations.
- 8) As 6, but meets expectations in terms of demonstrating the ability to work with customers.
- 10) As 8, but possess the highest level of OEM accreditations and standards.

Evaluation Scoring Breakdown

- 0) Completely fails to meet the required standard. Does not include a case study.
- 2) Provision of a case study only.
- 4) Provision of a case study where working with an organisation carries out a project.
- 6) As 4, but with a demonstration of an exercise which has been carried out.
- 8) As 6, but with further evidence of an exercise which has been carried out.
- 10) As 8, but includes details on overall leverage to ensure cost management.

Evaluation Scoring Breakdown

- 0) Completely fails to meet the required standard. Zero examples of innovation.
- 2) 1 example of innovation being demonstrated whilst working within the organisation.
- 4) 2 examples of innovation being demonstrated whilst working within the organisation.
- 6) 3 examples of innovation being demonstrated whilst working within the organisation.
- 8) 4 examples of innovation being demonstrated whilst working within the organisation.
- 10) 5 examples of innovation being demonstrated whilst working within the organisation.

Evaluation Scoring Breakdown

- 0) Fail: The response completely fails to meet the required standard c
- 2) The response meets elements of the requirement but gives concer
- 4) The reponse provides 1 basic example of a demonstrable adheren
- 6) The response broadly meets what is expected for the criteria displa
- 8) The response meets the required standard in all material aspects.
clearly demonstrable
- 10) The response exceeds what is expected for the criteria and leave:

Scoring Breakdown

ails to meet minimum requirements. The supplier has failed to detail at least 1

nonstration of adherence to KPI's relating to innovation. The review topic
er effectively.
emonstration of adherence to KPI's relating to innovation. The review topic
er effectively.
emonstration of adherence to KPI's relating to innovation. The review topic
er effectively
emonstration of adherence to KPI's relating to innovation. The review topic
er effectively
tration of adherence to KPI's relating to innovation. The review topic
er effectively

the customer as regards OEM relations.
ons and standards.
to ensure that the full support in supply and pipeline activities are maintained.
dards

case study or detail around value.

ring out a similar type of exercise has been demonstrated.
ed out across multiple locations in the UK.
ed out across multiple home order addressess in the UK
gement and control.

nnovation have been provided.
n a similar environment has been provided.
n a similar environment have been provided. .
n a similar environment have been provided.
n a similar environment have been provided
in a similar environment have been provided.

or does not provide a proposal.

rn in a number of significant areas.

ce to social values

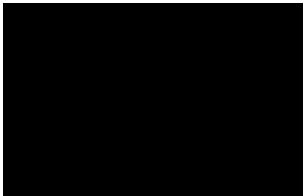
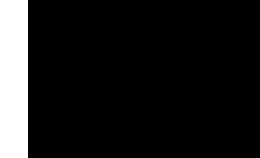
aying a clear demonstration of adherence to social values. -

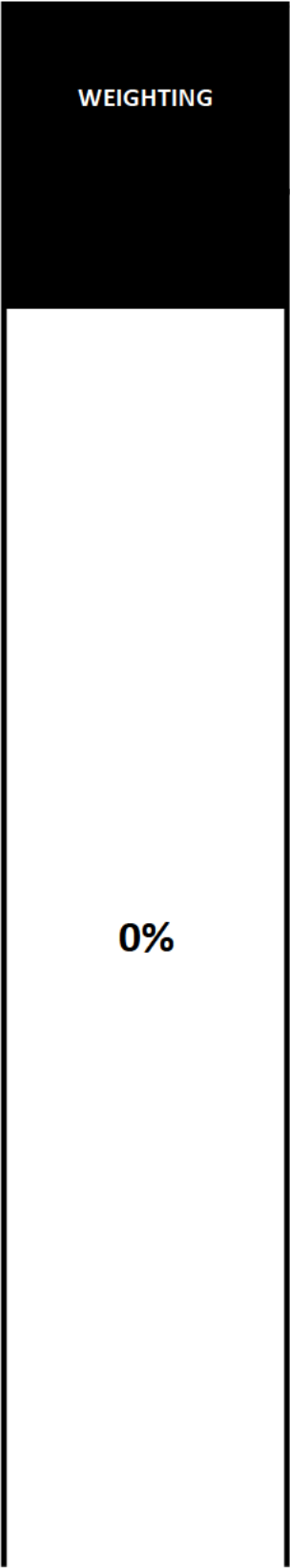
There are no areas of concern and exacmples of adherence to social values are

s no doubt as to the capability to deliver what is required.

RESPONSE	WEIGHTING
Yes, confirmed	Information Purposes Only
Yes, confirmed	Pass/Fail
Yes, confirmed	Pass/Fail
Yes, confirmed	Pass/Fail
Yes, confirmed	Pass/Fail
Yes, confirmed and attached.	
<p>Calculated from the contract award date of 23/04/2023 and the corresponding volumes required in the Commercial response of quantity of 1. We confirm the earliest delivery date for all items as a bundle detailed in the specification is 29th May 2023.</p> <p>The HP Laptops are “built to order” and the earliest lead-time available for standard orders is 5 weeks, if GLD require a unit for testing then we can provide testing unit in two weeks.</p> <p>Dell Laptops standard lead-time is up to 5 days if in stock.</p> <p>For the monitors and accessories the standard lead-times are, in stock, 2-5 days, to order 10-14 days.</p>	Pass/Fail

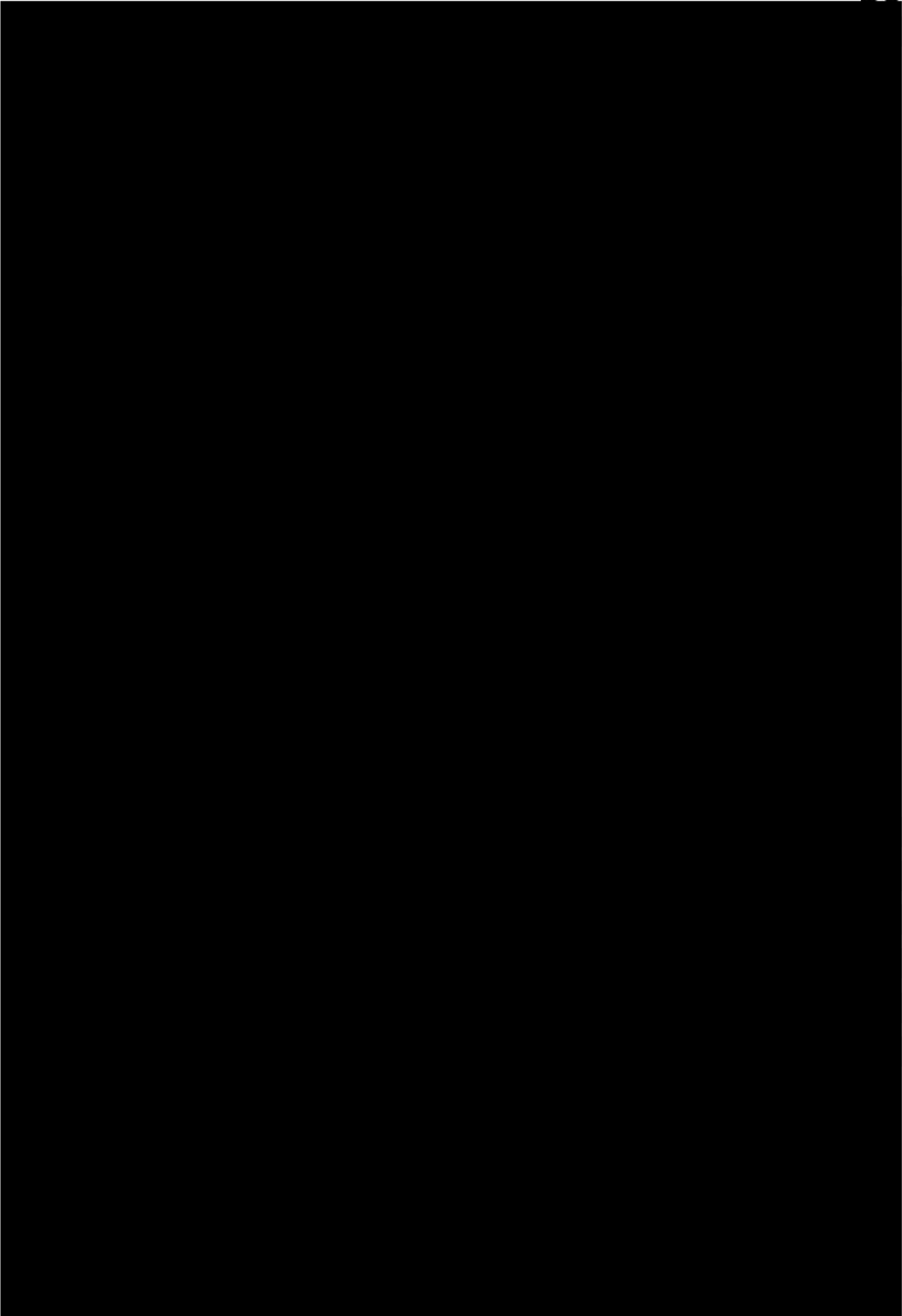
	Maximum Score Per Question
<div></div> <div>Please see attached response</div>	10
<div></div> <div>Please see attached response</div>	5
<div></div> <div>Please see attached response</div>	10
<div></div> <div>Please see attached response</div>	10

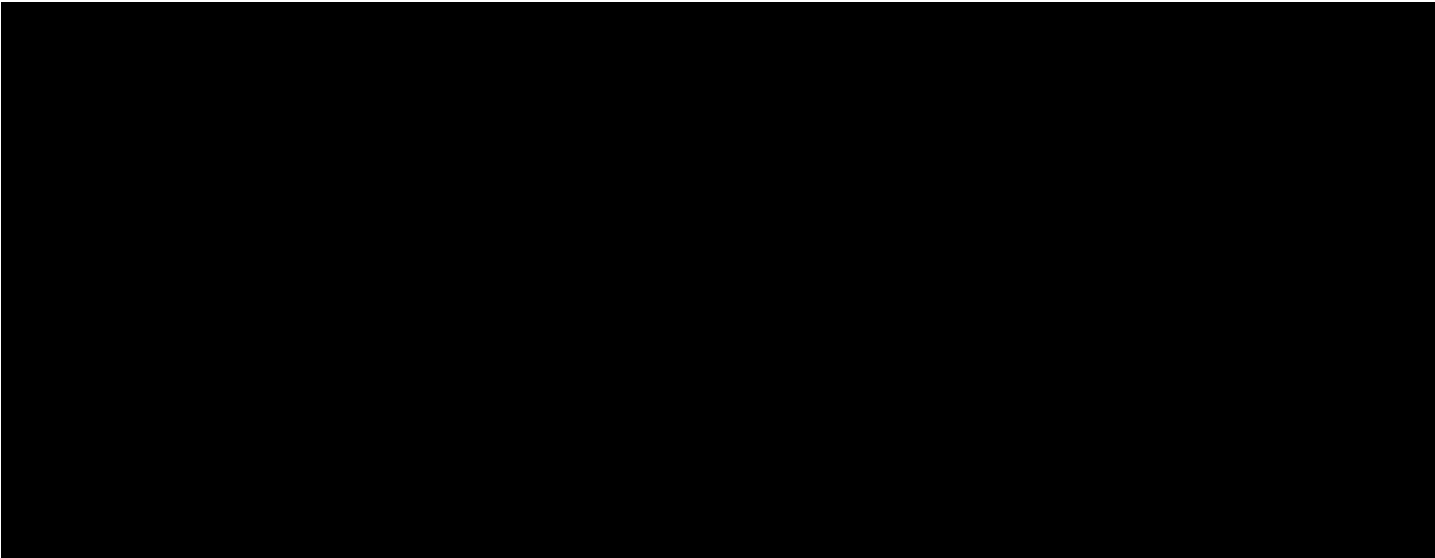
	<p data-bbox="379 539 724 573">Please see attached response</p>	<p data-bbox="1115 539 1161 577">10</p>
	<p data-bbox="379 938 724 972">Please see attached response</p>	<p data-bbox="1109 938 1305 967">For Information f</p>



% Weighting Per Question
10%
5%
10%
10%

<div>10%</div>
<div>Purposes Only</div>





Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2023 1:17:51 PM
Certified Delivered	Security Checked	8/1/2023 4:06:39 PM
Signing Complete	Security Checked	8/1/2023 4:07:00 PM
Completed	Security Checked	8/1/2023 4:07:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		




Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact [REDACTED]

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [REDACTED]

To advise [REDACTED] **of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [REDACTED] and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from [REDACTED]

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [REDACTED] and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with [REDACTED]

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [REDACTED] and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of the withdrawing your consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify [REDACTED] as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by [REDACTED] during the course of your relationship with [REDACTED].