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Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

[REDACTED]
RMCI 010

Dear Sirs

**RMCI 020 – SUPPLY OF LAPTOPS, PCS & MICROSOFT TABLETS
TENDERED UNDER RM3733 LOT 1**

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Further Competition
2. Instructions to Tenderers

Tenders should be made on the enclosed Order Form. Your Tender must be completed, signed and returned through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on Wednesday 14 December 2016** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

personal info

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

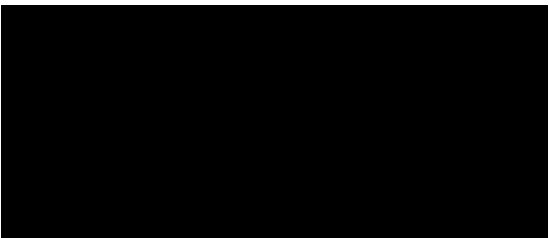
Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

If you have any queries relating to this invitation to tender, please contact us through the Delta Portal.

Yours faithfully



Commissioning Development & Procurement Manager
Commissioning Development & Procurement
procurement@shropshire.gov.uk
Tel: 01743 252993
Enc



INSTRUCTIONS FOR TENDERING

**RMCI 020 – SUPPLY OF LAPTOPS, PCS AND
MICROSOFT TABLET DEVICES**

**UNDER FRAMEWORK RM3733 TECHNOLOGY
PRODUCTS 2**

Shropshire Council Instructions for tendering

Contract Description:

All quotations are to be sourced from lot 1 - Hardware of the CCS, MoD and Pro5 technology products framework agreement (RM3733).

The estimated value of this contract is £500,000. Please note the Council cannot give any guarantee in relation to the value of business to be awarded under this contract.

Shropshire Council is looking for a Laptop/PC/Microsoft tablet supply service as follows:

1. Laptop, PC and Microsoft Tablet device delivery only to individual site
2. Laptop, PC and Microsoft Tablet device delivery and installation service including:
 - Development and testing of images for deployment to schools' machines
 - Delivery of Laptop, PC and Microsoft Tablet device (and any other equipment ordered with it) to any premise nominated by the Council which will generally be within the geographic county of Shropshire. Most nominated premises will be Shropshire Council offices, schools etc but could also include the private residences of Elected Members, Council Officers, Foster carers and others.
 - Unpacking of Laptop, PC and Microsoft Tablet device (and any other equipment).
 - Installation of Laptop, PC and Microsoft Tablet device (and any other equipment) by a suitably qualified person.
 - Basic Network testing/configuration for each Laptop, PC and Microsoft Tablet device (if it is attached to the SC data network) by a suitably qualified person.
 - Installation, connection and testing of existing hardware, e.g. printers, scanners, where the Laptop, PC and Microsoft Tablet device is replacing an existing one.
 - Transfer of data from "replaced" Laptop, PC and Microsoft Tablet device to new Laptop/PC e.g. Word, Excel documents, email configuration.

Contents

1.0 Invitation to Tender.....	3
2.0 Terms and Conditions.....	3
3.0 Preparation of Tenders	4
4.0 Tender Submission	5
Variant Bids	6
Tender Evaluation	6
Clarifications.....	7
Continuation of the Procurement Process.....	7
Confidentiality	8
Freedom of Information	9
Disqualification.....	10
E-Procurement.....	11
Award of Contract.....	11
Value of Contract.....	11
Acceptance.....	11
Payment Terms	12
Liability of Council	12
Committee Meeting	13
Declaration	13

1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of **supply of laptops, PCs and Microsoft tablet devices** as detailed in the Tender Response Document. The contract will be for an initial period of **(insert)** commencing on the 1st January 2017 with the option to extend up to the **(insert)**.
- 1.2 Tenders are to be submitted in accordance with the CCS Framework General Terms and Conditions and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to supply the required goods.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

- 3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

- 3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

- 3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

- 3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

- 3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 14 December 2016**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document.

If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

- 6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 5 December 2016.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- 8.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

10.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

10.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

10.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial

interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- 11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's

financial viability or ability to otherwise meet the requirements of the procurement process.

12.0

E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0

Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0

Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0

Acceptance

- 15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 15.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 1st January 2017.

16.0

Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0

Liability of Council

- 17.1** The Council does not bind himself to accept the lowest or any tender.
- 17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and

Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0

Committee Meeting

The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0

Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date



Crown
Commercial
Service

FURTHER COMPETITION

FOR

**RMCI 020 – SUPPLY OF LAPTOPS, PCS AND MICROSOFT
TABLET DEVICES**

CONTRACT

UNDER FRAMEWORK RM3733 TECHNOLOGY PRODUCTS 2

CONTENTS

1.	GLOSSARY	3
2.	INTRODUCTION.....	3
3.	OVERVIEW OF INVITATION TO TENDER.....	3
4.	FURTHER COMPETITION TIMETABLE.....	4
5.	QUESTIONS AND CLARIFICATIONS	4
6.	PRICE	5
7.	SUBMITTING A TENDER.....	5
8.	TENDER EVALUATION.....	5
9.	CONTRACT AWARD.....	6
	APPENDIX A – TERMS OF THE FURTHER COMEPTITION	6
1.	INTRODUCTION.....	6
2.	CONDUCT	6
3.	COMPLIANCE	7
4.	RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION	7
	APPENDIX B – LOT 2 SPECIFICATION.....	8
1.	INTRODUCTION AND BACKGROUND TO THE AUTHORITY.....	8
2.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	8
3.	SPECIFICATION.....	8
4.	LETTER OF APOINTMENT AND CALL OFF CONTRACTS	9
	APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE	10
1.	INTRODUCTION.....	10
2.	DOCUMENT COMPLETION	10
3.	RESPONSE TEMPLATE	10

1. GLOSSARY

1.1 In this Further Competition Invitation, the following words and phrases have the following meanings:

“**Authority**” means Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND;

“**CCS**” means Crown Commercial Service;

“**Contract**” has the meaning set out in Framework Agreement Schedule 4;

“**Further Competition**” means the process used to establish a Contract that facilitates the provision of supply of laptops, PCs and Microsoft Tablet devices;

“**Further Competition Invitation**” means this document and all related documents published by the Authority in relation to this Further Competition;

“” means Crown Commercial Service;

“**Marking Scheme**” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;

“**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

“**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

“**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;

“**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;

“**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;

“**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

“**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

2. INTRODUCTION

2.1 This Further Competition Invitation relates to the Further Competition to award a supply of Laptops, PCs and Microsoft Tablet Devices Contract to a sole Supplier.

2.2 This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.

2.3 This Further Competition is being conducted under the CCS, Mod and Pro5 technology products 2 framework agreement (reference RM3733).

3. OVERVIEW OF INVITATION TO TENDER

3.1 The following appendices accompany this ITT:

3.1.1 **Appendix A – Terms of the Further Competition**

Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition.

3.1.2 **Appendix B – Lot Specification**

A detailed description of the services that the Supplier will be required to supply to the Authority.

3.1.3 Appendix C – Tender Questionnaire

A template containing questions which the Potential Provider is required to respond to

4. FURTHER COMPETITION TIMETABLE

- 4.1 The timetable for this Further Competition is set out in the table below.
- 4.2 This timetable may be changed by the Authority at any time. The Potential Provider will be informed if changes to this timetable are necessary.
- 4.3 All Tenders must be received by the Authority before the Tender Submission Deadline.
- 4.4 Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority's discretion.

DATE	ACTIVITY
Monday 28 November 2016	Publication of the Further Competition Invitation
Monday 28 November 2016	Clarification period starts
Monday 5 December 2016	Clarification period closes (" Tender Clarifications Deadline ")
Thursday 8 December 2016	Deadline for the publication of responses to Tender Clarification questions
Wednesday 14 December 2016 (12 noon)	Deadline for submission of a Tender to the Authority Contract (" Tender Submission Deadline ")
Sunday 1 January 2017	Expected commencement date for the Contract

5. QUESTIONS AND CLARIFICATIONS

- 5.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.
- 5.2 Please send all clarification questions through Delta, the procurement portal.
- 5.3 The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.
- 5.4 To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.
- 5.5 Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.
- 5.6 At times the Authority may issue communications to the email address for the tender contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

6. PRICE

- 6.1 We are evaluating price based on a total basket price, using our indicative requirements from the last year. Full marks will be awarded to the lowest complete basket price and others will be awarded proportionally less.

7. SUBMITTING A TENDER

- 7.1 Tenders should be made, as per the letter of invitation to tender, the supplied Instructions to Tenderers and using this Further Competition Document. Your Tender must be completed, returned through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

- 7.2 A Tender must remain valid and capable of acceptance by the Authority for a period of 90 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

- 7.3 The deadline for returning tenders is **noon on, 14th December 2016** any tenders received after this time will not be accepted

- 7.4 Tenders are to be submitted through Delta, our electronic tender portal

- 7.4.1 Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents, you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- 7.4.2 **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

- 7.4.3 Tenders **cannot** be accepted if:

- Tenders are received by post, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

- 7.5 A Tender must remain valid and capable of acceptance by the Authority for a period of 90 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

8. TENDER EVALUATION

- 8.1 Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).

- 8.2 The tender receiving the highest mark for Quality Criteria overall will receive the full 60% /600 marks available for Quality. Other tenders will receive a % mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Quality overall.

- 8.3 The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

QUESTION NUMBER	QUESTION	TOTAL SCORE AVAILABLE
[1]	Company Information	Information Only
[2]	Potential Provider Contact	Information Only
[3]	Mandatory Questions	Pass / Fail
[4]	Price	400
[5]	Quality - Technical Specification	200
[6]	Quality - Order Management	100
[7]	Quality - Warranty, Service & Support	80
[8]	Quality - Features	60
[9]	Quality - Disk Image & Installation (Schools Only)	100
[10]	Quality - Additional Services	60
Total		1,000

9. CONTRACT AWARD

- 9.1 The Potential Provider that achieves the highest total score will be awarded the Contract.
- 9.2 If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the '4 Price Question' element will be deemed the winner and awarded the Contract.
- 9.3 If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that that the evaluation panel judges the tender satisfactory in terms of both quality and price.

APPENDIX A – TERMS OF THE FURTHER COMEPTITION

1. INTRODUCTION

- 1.1 These Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.
- 1.2 In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

2. CONDUCT

The Potential Provider agrees to abide by these Terms of the Further Competition and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

2.1 Contact during the Further Competition exercise and canvassing

The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider's disqualification from this Further Competition.

2.2 Collusive Behaviour

- 2.2.1 The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):
- 2.2.1.1 fix or adjust any element of the Tender by agreement or arrangement with any other person;
 - 2.2.1.2 communicate with any person other than the [insert Customer name] the value, price or rates set out in the Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
 - 2.2.1.3 enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
 - 2.2.1.4 share, permit or disclose to another person, access any information relating to the Tender (or another Tender to which it is party) with any other person; or
 - 2.2.1.5 offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,
- except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.
- 2.2.2 If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.
- 2.2.3 The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

3. **COMPLIANCE**

The Potential Provider agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

4. **RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION**

4.1 The Authority reserves the right:

- 4.1.1 amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;
- 4.1.2 to vary any timetable or deadlines set out in the Further Competition Invitation;
- 4.1.3 not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited; and
- 4.1.4 cancel all or part of the Further Competition at any stage at any time.

The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

APPENDIX B – SPECIFICATION

1. INTRODUCTION AND BACKGROUND TO THE AUTHORITY

- 1.1 Shropshire Council (the Authority) is a unitary authority. The ICT Team is based in the Council's largest office base in Shirehall, Shrewsbury. From there, they support ICT services throughout the county.
- 1.2 The current arrangement for the supply of laptops and PCs expires on 31st December 2016 and the Council is looking to appoint a single supplier for their updated requirements.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 The Authority is seeking the provision of a supply of laptops, PCs and Microsoft Tablet Devices for a period of 1 year years from 1 January 2017 to 31 December 2017 with an option to extend for a further 1 year to 31 December 2018.

3. SPECIFICATION

- 3.1 All quotations are to be sourced from lot 1 - Hardware of the CCS, MoD and Pro5 technology products framework agreement (RM3733).
- 3.2 The estimated value of this contract is £500,000. Please note the Council cannot give any guarantee in relation to the value of business to be awarded under this contract.
- 3.3 Shropshire Council is looking for a Laptop/PC/Microsoft tablet supply service as follows:
 1. Laptop, PC and Microsoft Tablet device delivery only to individual site
 2. Laptop, PC and Microsoft Tablet device delivery and installation service including:
 - Development and testing of images for deployment to schools' machines
 - Delivery of Laptop, PC and Microsoft Tablet device (and any other equipment ordered with it) to any premise nominated by the Council which will generally be within the geographic county of Shropshire. Most nominated premises will be Shropshire Council offices, schools etc but could also include the private residences of Elected Members, Council Officers, Foster carers and others.
 - Unpacking of Laptop, PC and Microsoft Tablet device (and any other equipment).
 - Installation of Laptop, PC and Microsoft Tablet device (and any other equipment) by a suitably qualified person.
 - Basic Network testing/configuration for each Laptop, PC and Microsoft Tablet device (if it is attached to the SC data network) by a suitably qualified person.
 - Installation, connection and testing of existing hardware, e.g. printers, scanners, where the Laptop, PC and Microsoft Tablet device is replacing an existing one.
 - Transfer of data from "replaced" Laptop, PC and Microsoft Tablet device to new Laptop/PC e.g. Word, Excel documents, email configuration.

- Removal and disposal (off-site) of all packaging materials.
- Completion of “Sign-Off” forms by the installation engineer and counter-signature by a person nominated by the Council at each location.
- Copies of completed “Sign-Off” forms to be copied and sent to a nominated officer of the Council
- All of the above should be provided seamlessly on the same day
- Provide a remote imaging service on behalf of Shropshire Council, utilising SCCM (industry standard Microsoft product)
- Able to provide extended warranties upon request

3.4 The proposed standard Laptop, PC and Microsoft Tablet device must be Windows 8.1 & 10 compliant.

3.5 Disaster recovery facility – in the event of a major disaster, such as a fire at a major Council site that disables a large number of machines, we need the facility to prioritise delivery of replacement Laptop, PC and Microsoft Tablet devices which have been set up to our recommendations.

3.6 Orders placed throughout the duration of the contract may be individual or bulk quantities.

4. LETTER OF APPOINTMENT AND CALL OFF CONTRACTS

4.1 Any necessary changes will be agreed with the appointed provider.

4.2 The award to the successful contractor will be confirmed using the letter of appointment and call off contract provided by CCS under this framework.

APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE

1. INTRODUCTION

1.1 Appendix C sets out the questions that will be evaluated as part of this Further Competition.

1.2 The following information has been provided in relation to each question (where applicable):

1.2.1 Weighting – highlights the relative importance of the question;

1.2.2 Guidance – sets out information for the Potential Provider to consider when preparing a response; and

1.2.3 Marking Scheme – details the marks available to evaluators during evaluation.

2. DOCUMENT COMPLETION

2.1 Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.

2.2 Potential Providers **must not** alter / amend the document in any way.

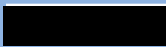
2.3 Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document and the Instructions to Tenderers.

3. RESPONSE TEMPLATE

[1] COMPANY INFORMATION		
[1.1]	Please state your full company name	XMA Limited
[1.2]	Registered company address	XMA Limited, Unit 44, Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP
[1.3]	Registered company number	2051703
[1.4]	Registered charity number	N/A
[1.5]	Registered VAT number	GB 115 0919 37
[1.6]	Name of immediate parent company	Westcoast (Holdings) Limited
[1.7]	Name of ultimate parent company	Westcoast (Holdings) Limited
[1.8]	Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company <input type="checkbox"/> Yes
		ii) a limited company X Yes
		iii) a limited liability partnership <input type="checkbox"/> Yes
		iv) other partnership <input type="checkbox"/> Yes

		v) sole trader <input type="checkbox"/> Yes
		vi) other (please specify) <input type="checkbox"/> Yes
[1.9]	Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)
		ii) Small or Medium Enterprise (SME) ¹ <input type="checkbox"/> Yes
		iii) Sheltered workshop <input type="checkbox"/> Yes
		iv) Public service mutual <input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

[2] POTENTIAL PROVIDER CONTACT		
[2.1]	Please state the contact's name	
[2.2]	Please state the contact's telephone number	0115 846 4000
[2.3]	Please state the contact's e-mail address	bidteam@xma.co.uk

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

[3]	PASS/FAIL QUESTIONS	Pass/Fail
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Please Note: The following questions are Pass / Fail questions, therefore if a Potential Provider cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Potential Provider should confirm by deleting the inappropriate answer.

[3.1]	Please complete and sign the Form of Tender	Yes	No
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Form of Tender

Shropshire Council

Tender for supply of PCs, Laptops and Microsoft Tablet Devices

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply of PCs, Laptops and Microsoft Tablet Devices at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the framework terms RM3733, copies of which we have received.

Signed ..  ..Name Tristan Vanderputt.....

Date6th Dec 2016.....

Designation ...Bid Director.....

Company.....XMA Limited.....

AddressWilford Industrial Estate, Ruddington Lane, Nottingham

.....

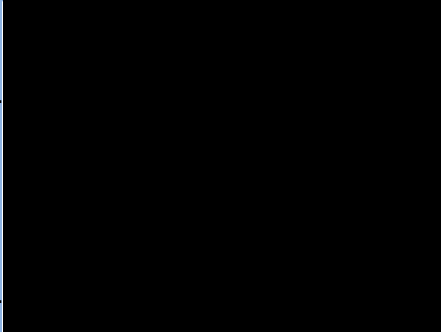
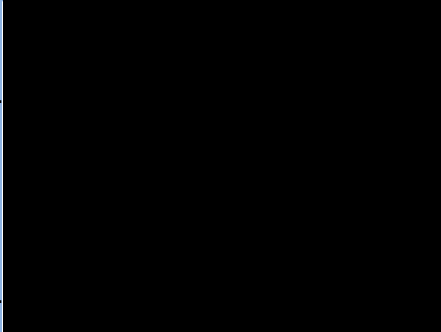
..... Post CodeNG11 7EP.....

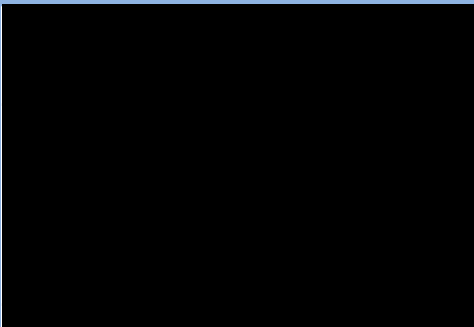
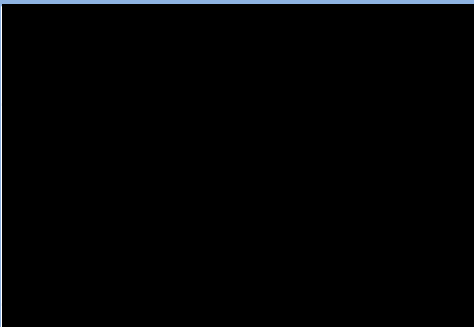
Tel No0115 846 4000.....

Fax No0115 846 4663.....

E-mail addressbidteam@xma.co.uk.....

Web addresswww.xma.co.uk

[3.2]	Please complete and sign the Non-Canvassing Certificate	Yes	No
<u>Non-Canvassing Certificate</u>			
To: Shropshire Council (hereinafter called "the Council")			
<p>I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.</p> <p>I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.</p>			
Signed (1)		Status.....Bid Director.....	
Signed (2)		Status.....Managing Director.....	
(For and on behalf ofXMA Limited.....)			
Date6 th December 2016.....			

[3.3]	Please complete and sign the Non-Collusive Tendering Certificate	Yes	
<u>Non-collusive Tendering Certificate</u>			
<p>To: Shropshire Council (hereinafter called “the Council”)</p> <p>The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:</p> <p>I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.</p> <p>I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-</p> <ul style="list-style-type: none">(a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or(b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or(c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission. <p>Signed (1)  Status.....Bid Director.....</p> <p>Signed (2)  Status.....Managing Director.....</p> <p>(For and on behalf ofXMA Limited.....)</p> <p>Date6th December 2016.....</p>			

[3.4]	Please complete and sign the Declaration of Connection with Officers or Elected Members of the Council	Yes	No
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Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

3.1.1.1 Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1) ...  Status.....Bid Director.....

Signed (2) ...  Status.....Managing Director.....

(For and on behalf ofXMA Limited.....)

Date6th December 2016.....

[3.5]	<p>Order Management</p> <p>Please confirm that your company will undertake engineer scheduling and customer notification of device delivery and installation dates at no extra cost to Shropshire Council.</p>	Yes	No
[3.6]	<p>Order Management</p> <p>The appointed contractor will be required to hold a stock of standard Council machines, which can be called off at short notice to allow orders to be filled promptly.</p> <p>Please indicate you can meet this requirement. Stock levels will be negotiated with the winning bidder.</p>	Yes	No
[3.7]	<p>Order Management</p> <p>Tenderers are asked to confirm that they are willing to sign Shropshire Council third party access form</p>	Yes	No

Access to information or systems by third-parties

This agreement should be signed by all third-parties prior to access being granted to systems and/or non-public Council information. By signing this form you are agreeing:

- to comply with the Council's Information Security Policy and procedures and take all necessary organisational and technical steps to ensure the security integrity and confidentiality of all data and other information held by the Council to which you shall have access
- to conform to the provisions of all relevant legislation inclusive of but not limited to the Data Protection Act 1998, Copyright Designs and Patents Act 1988, Computer Misuse Act 1990 and all subsequent relevant legislation
- that you will not without the prior written consent of the Council, divulge data or any other information provided to you by the Council or held by the Council to which you shall have access
- that you will take all reasonable precautions to ensure that viruses or other malicious software are not introduced onto or into the Council's IT facilities or systems
- that you will not without the previous consent of the Council in writing make any change or alteration to I.T. facilities or systems used by the Council
- that you will not access any of the Council's data information systems or facilities unless you are required to do so and in any event not without the Council's prior consent in writing. This includes only accessing information or systems specified by the Council and in accordance with agreed times of access.
- that you will not disclose methods of access to facilities or systems to any person without the Council's prior consent in writing
- that you will only download, print, copy or export the Council's accessed data or other information in accordance with business requirements agreed in writing with the Council
- that you will not store personal or sensitive data on portable media (CDs, memory sticks, laptops, etc.) without the data being encrypted, not just password protected.

I shall fully indemnify Shropshire Council against all damages (excluding consequential damages), costs, charges and expenses arising from or incurred by any failure on my part to comply with the above clauses and shall promptly notify Shropshire Council in writing of any alleged infringement of which I have notice of.

Notwithstanding the above clause the Contractor will have in place, and will maintain, with a reputable insurer, Public Liability Insurance in the sum of £5,000,000 (FIVE MILLION POUNDS) and Product liability Insurance in the sum of £5,000,000 (FIVE MILLION POUNDS) and Professional Indemnity Insurance in the sum of £1,000,000 (ONE MILLION POUNDS) and will provide evidence of this to Shropshire Council on request. The indemnity given shall be limited to those sums stated.

I agree not to make any admissions of liability without Shropshire Council's prior written consent. The provisions of this Clause shall survive the expiration or termination of this or any related Agreement.

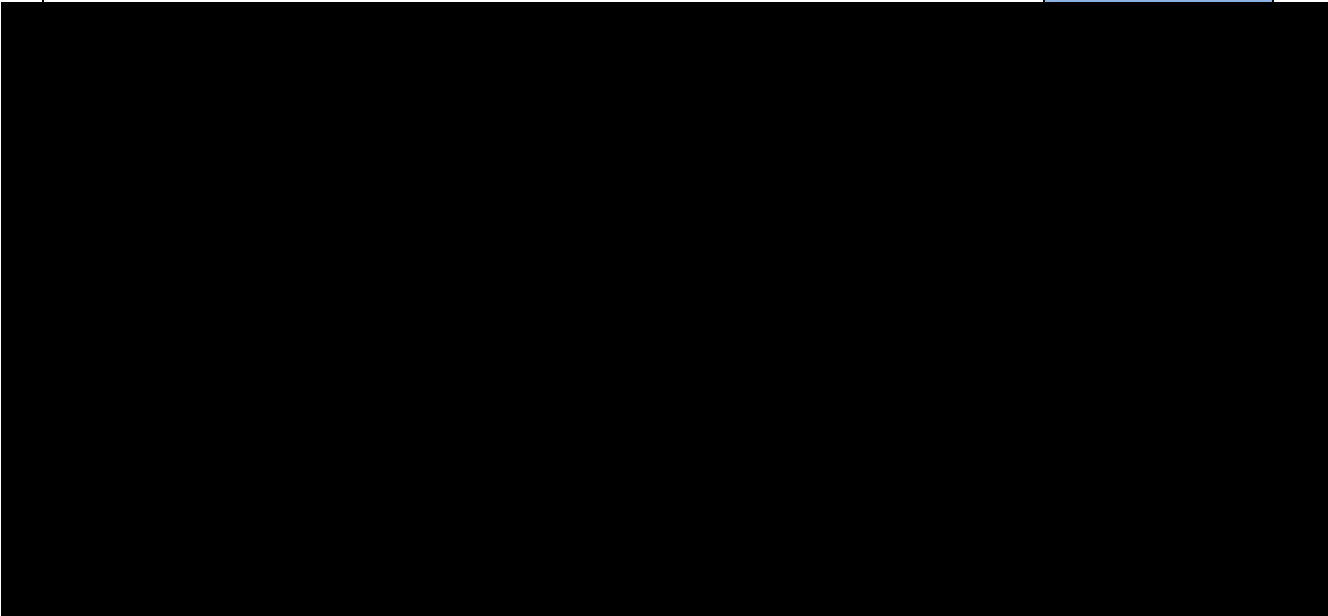
Please sign below to acknowledge that you have read and understood this document and agree to the conditions therein.

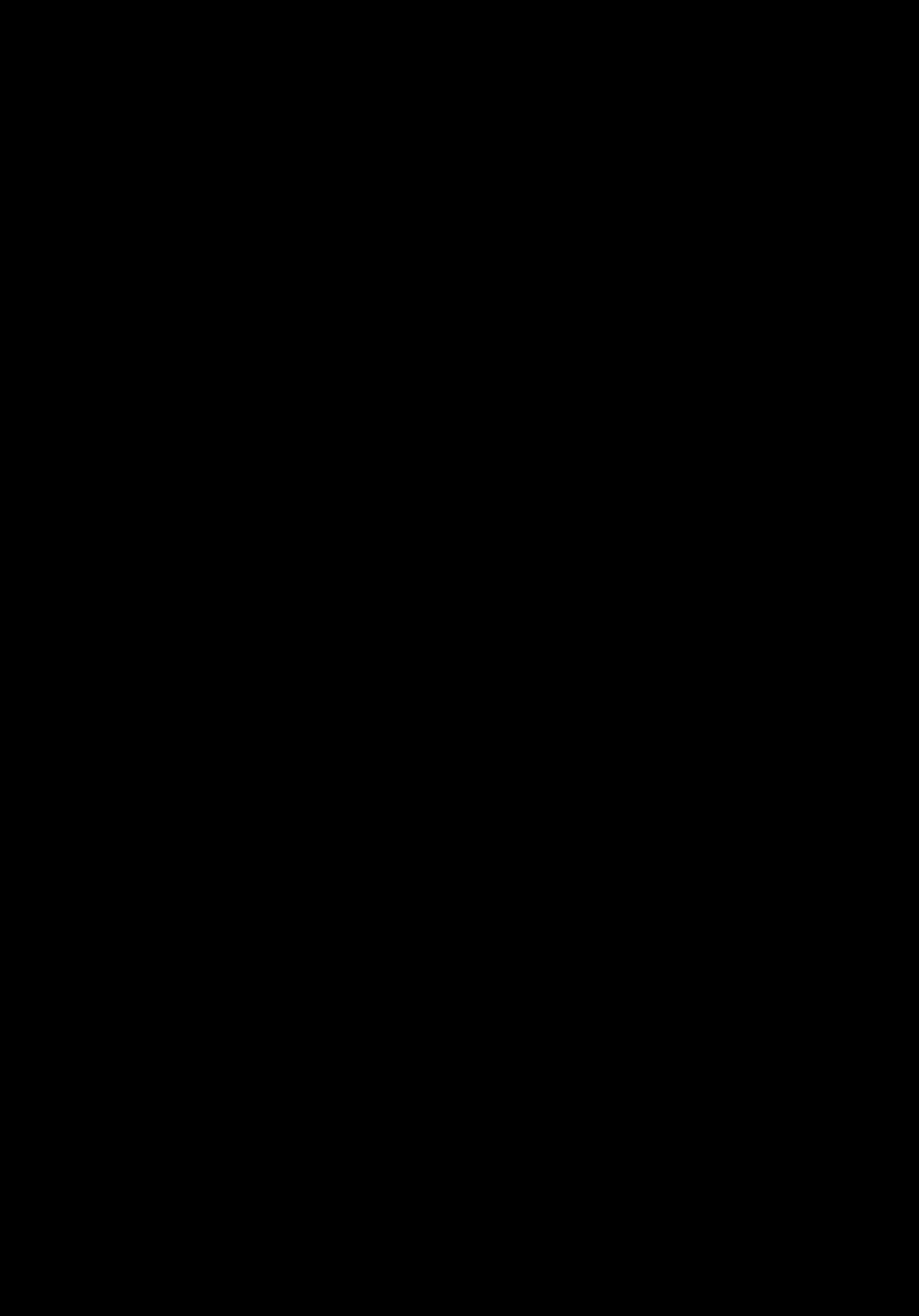
System or information being accessed:

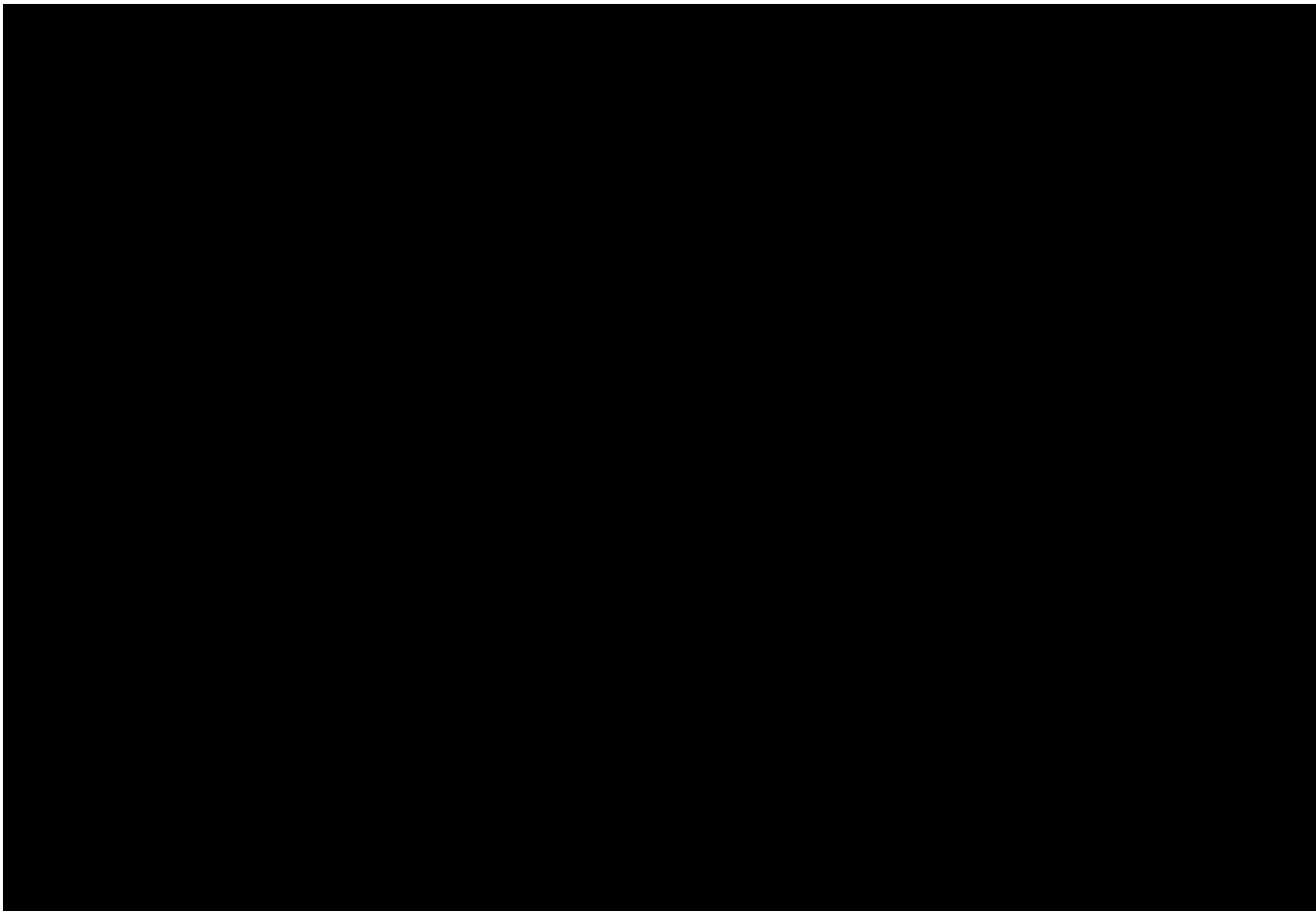
Signed by Print Name.....
Authorised signatory on behalf of the Contractor

Date.....		Organisation/Contractor'	
details.....			
[3.8]	Order Management Tenderers are asked to confirm that they will provide Shropshire Council with sample products for evaluation free of charge should this be requested	Yes	No
[3.9]	Features Tenderers are asked to confirm whether the proposed devices are Windows 8.1 and 10 compliant	Yes	No
[3.10]	Disk Imaging & Installation (schools only) Please confirm that your company will provide a resource to Shropshire Council to assist with the creation of school admin and curriculum images.	Yes	No

[4]	PRICE	Weighting 40%
Guidance:		
We have an ongoing requirement for laptops, PCs and Microsoft tablets and orders are placed throughout the year. We have given an indicative requirement, based on orders from the previous year.		
All prices shall be in GBP and exclusive of VAT.		
Question:		
Please provide prices for the following:-		







Marking Scheme:

Our indicative requirements have been provided to provide a “basket”. Tenders will be assessed on the total price of the basket (which is unit price x quantity).

The maximum mark available for Price will be 40. This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.

The calculation that will be used to determine marks is as follows:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40 \text{ (maximum mark available)}$$

[5.] Technical Specification **Weighting 20%**

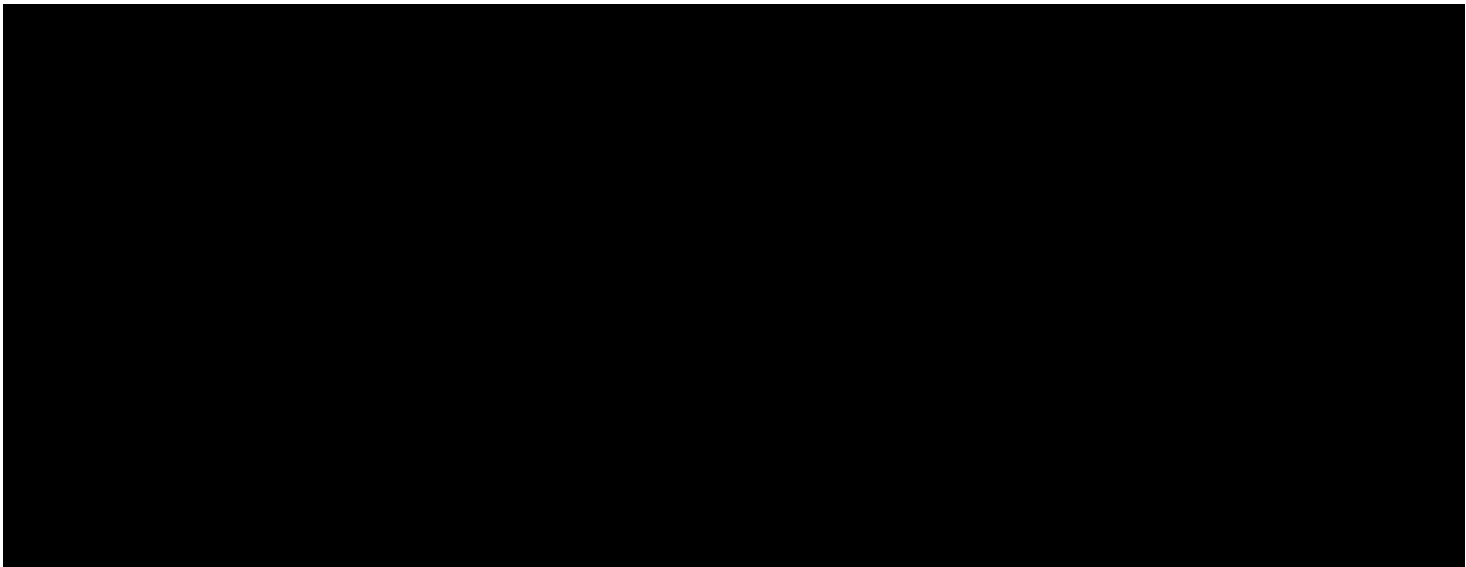
5.1 Guidance:

Our minimum specification for a standard laptop (commonly used in schools) is:-

- Windows 10 Pro 64
- Intel Core i3-6100U Processor
- 4GB PC3-12800 DDR3L SDRAM 1600MHz
- Intel HD Graphics 520
- TPM
- 15.6" TFT HD (1366 X 768) LED Backlit anti-glare display
- Intel Dual Band Wireless 3165 AC, Bluetooth Version 4.0
- 120Gb SSD (with the option of replacing with 500Gb HDD SATA3)
- 6 cell Li-Ion Battery 48WH - 75+
- 720p HD Camera
- 3 Year onsite warranty
- AC Adapter
- Keyboard with number pad
- TouchPad

5.1 Question: 50 marks

Please provide details of your proposed 'school' laptop under this contract. This should include a comprehensive system specification breakdown:-



5.2 Guidance:

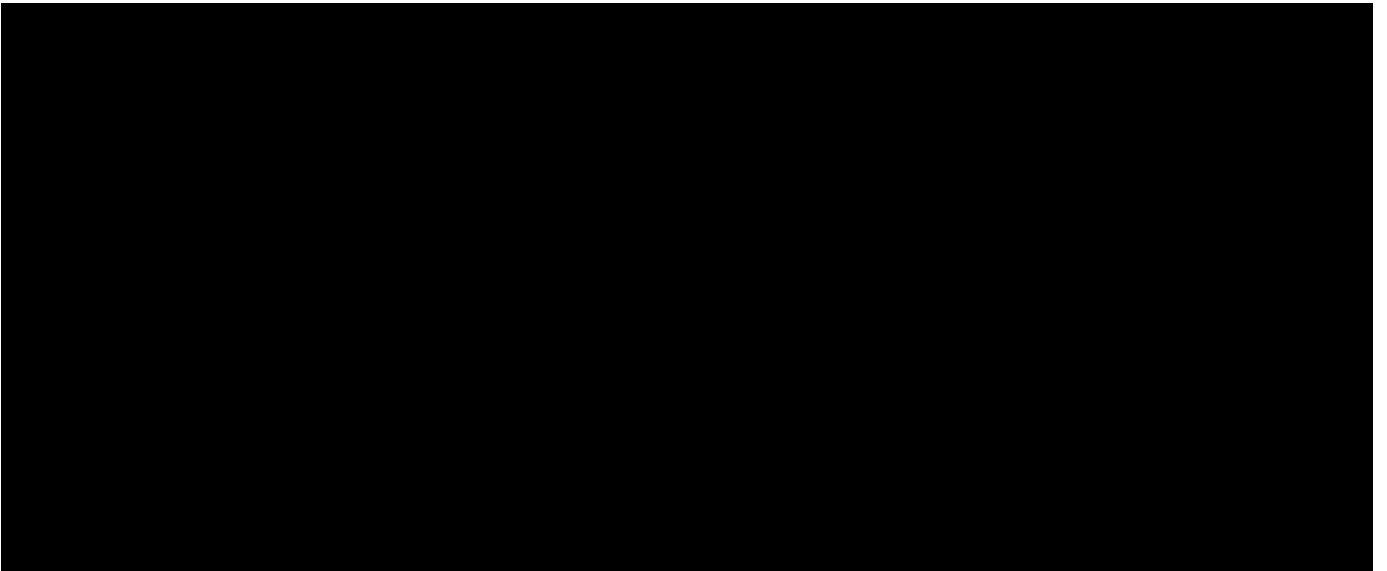
Our minimum specification for a medium laptop is:-

- Windows 10 Pro 64
- Intel Core i5-6200U Processor
- 8GB DDR4-2133 SODIMM
- Intel HD Graphics 520
- TPM
- 15.6" TFT HD (1366 X 768) LED Backlit anti-glare display
- Intel Dual Band Wireless-AC(2x2) 8260, Bluetooth Version 4.1
- 196Gb SSD (with the option of replacing with 500Gb SSD)
- 6 cell Li-Ion Battery 48WH - 75+
- 720p HD Camera
- 3 Year onsite warranty
- AC Adapter
- Keyboard with number pad
- TouchPad

5.2 Question: 50 marks

Please provide details of your proposed 'standard' laptop under this contract. This should include a comprehensive system specification breakdown:-





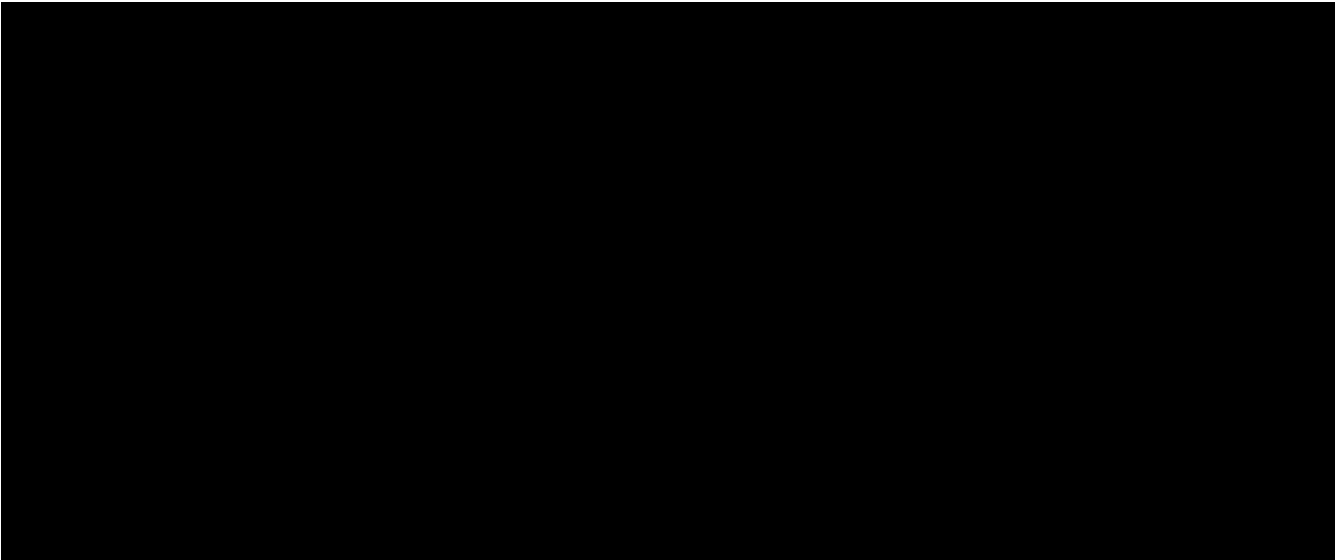
5.3 Guidance:

Our minimum specification for a high performance laptop is:-

- Windows 10 Pro 64
- Intel Core i7-6600U Processor
- 16GB 2133MHz DDR4
- NVIDIA Quadro 2GB GDDR5
- TPM
- 15.6" FHD IPS (1920x1080)
- Intel Dual Band Wireless-AC(2x2) 8260, Bluetooth Version 4.1
- 320Gb SSD
- 6 cell Li-Ion Battery 70WH+
- 720p HD Camera
- 3 Year onsite warranty
- AC Adapter
- Keyboard with number pad
- TouchPad

5.3 Question: 50 marks

Please provide details of your proposed 'high performance' laptop under this contract. This should include a comprehensive system specification breakdown:-



5.4 Guidance:

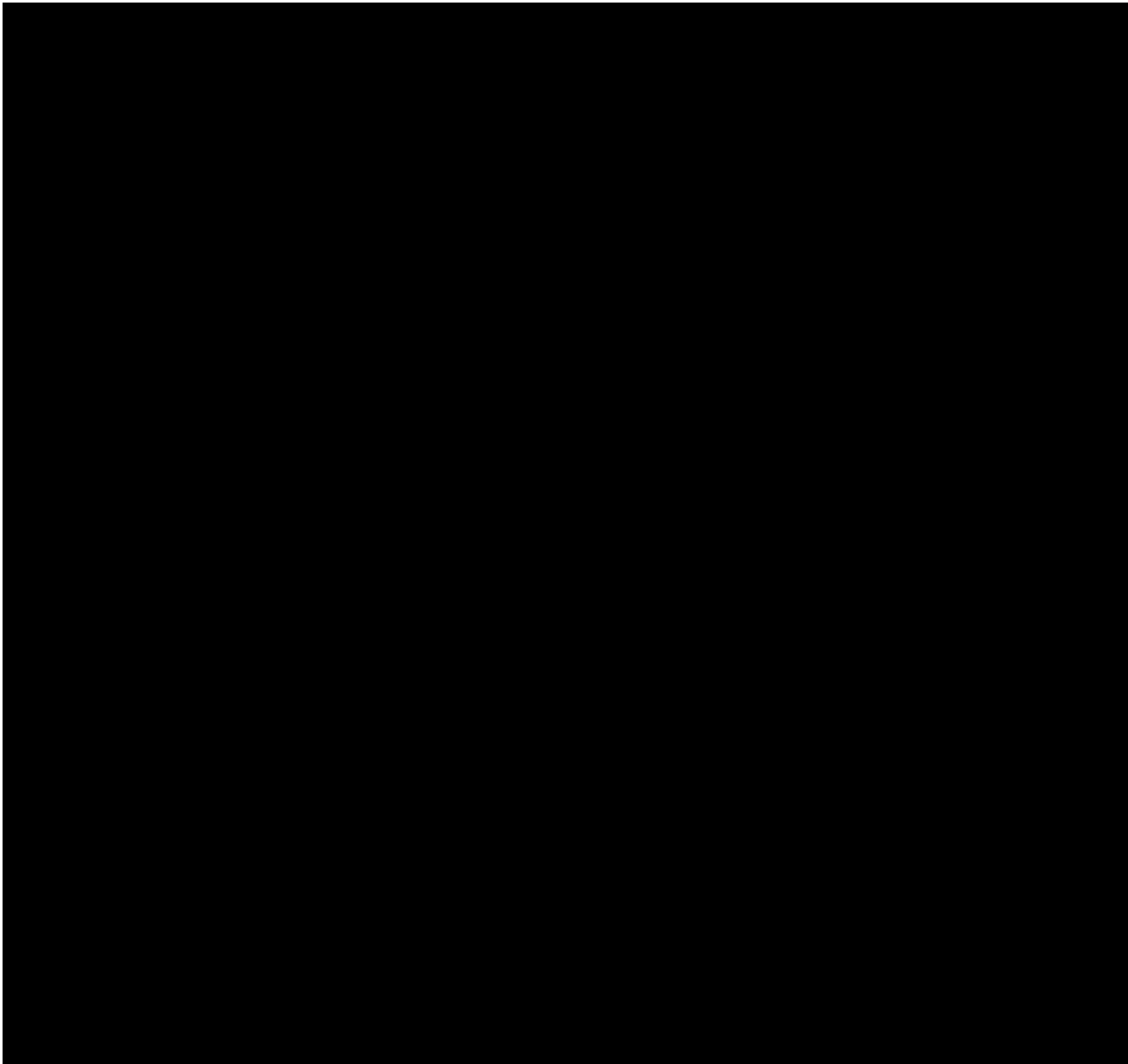
Our minimum specification for a PC is:-

- Windows 10 Pro 64
- Intel Core i3-6100
- 8GB DDR4 2133MHz
- Intel HD Graphics 530
- TPM
- MicroATX USFF Case
- Optical Slim DVDRW
- 120GB SSD
- Keyboard/Mouse
- 3 Year onsite Warranty
- 19" Monitor (optional)
- Keyboard and mouse (optional)MSI Micro

5.4 Question:

Please provide details of your proposed PC under this contract. This should include a comprehensive system specification breakdown:-

PC Specification



Marking Scheme:

The following marking scheme will be used to assess the response provided to this question:

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<i>Excellent</i>	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	

Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

[6] Order Management	Weighting 10%
Guidance:	
Order Management	
6.1 Question: 20 marks	
Please confirm the maximum time from receipt of order to delivery and installation of goods. Please also include the timescales to confirm implementation:-	

[Redacted content]

[Redacted content]

[Redacted content]

[Redacted content]

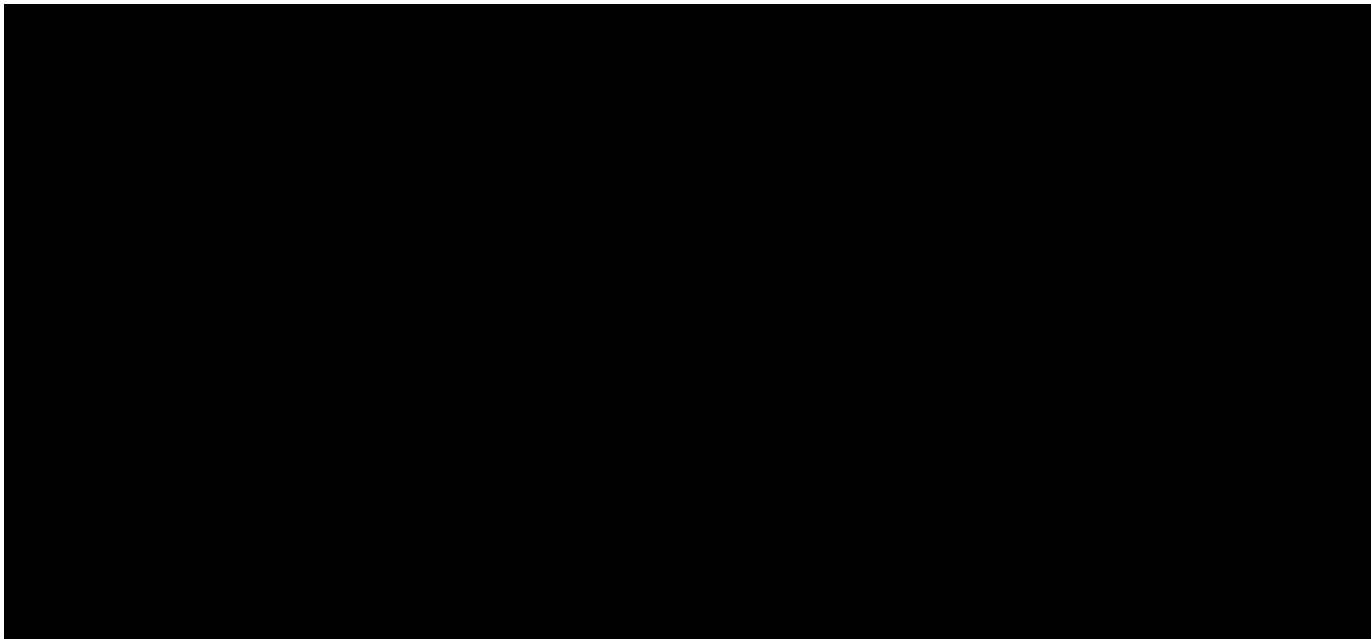
[Redacted content]

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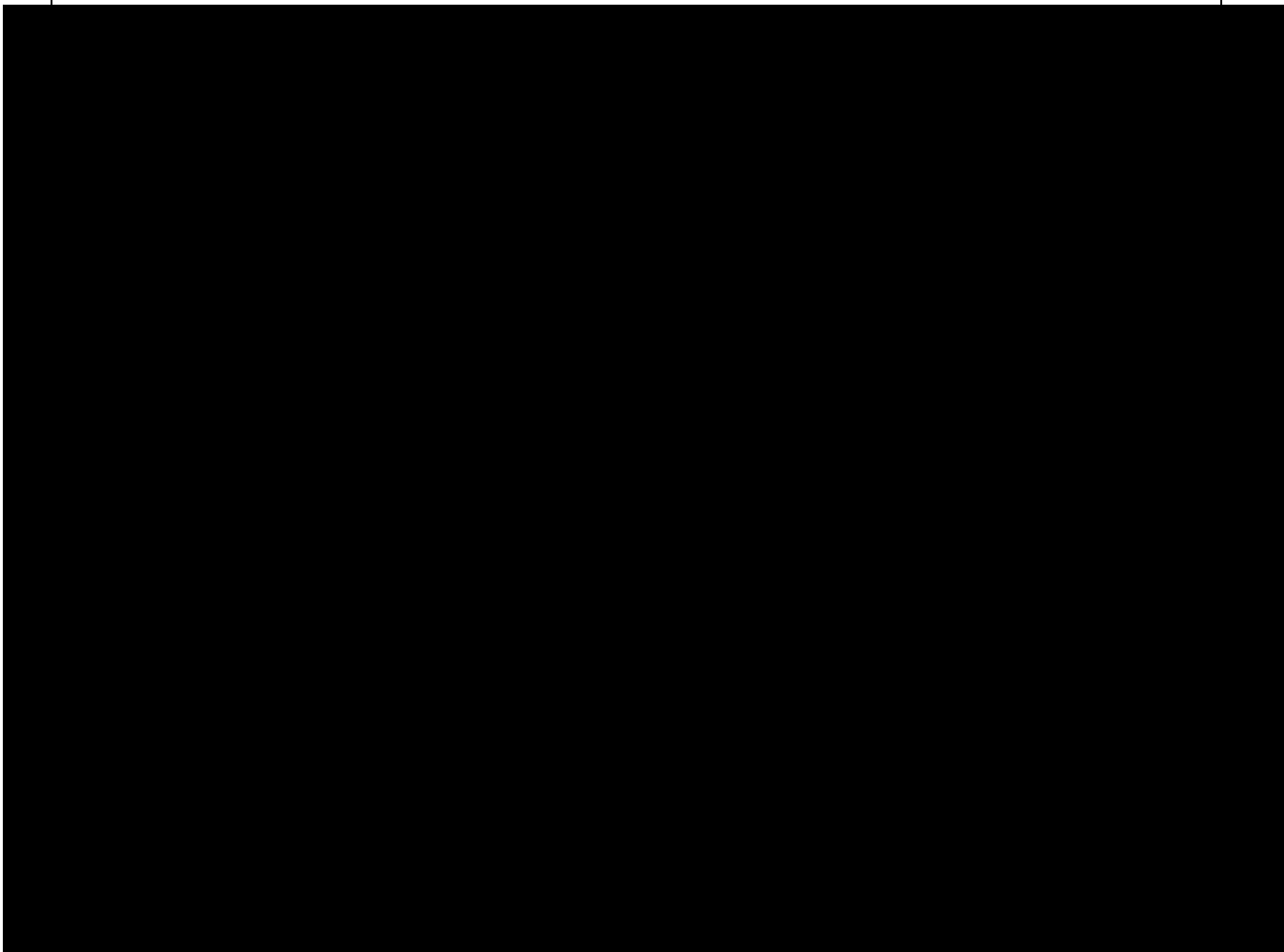
[Redacted content]

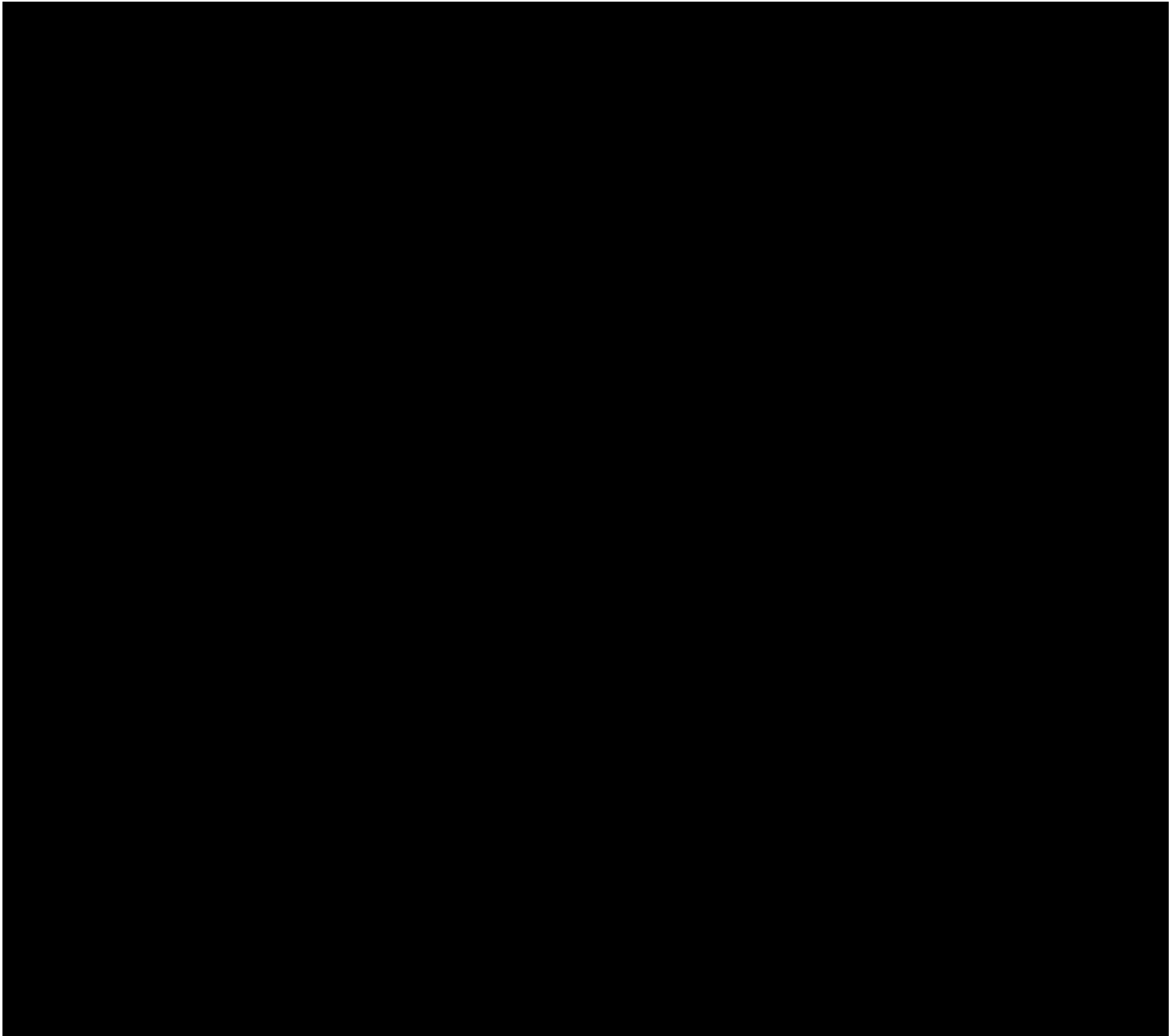
[Redacted content]



6.2 Question: 20 marks

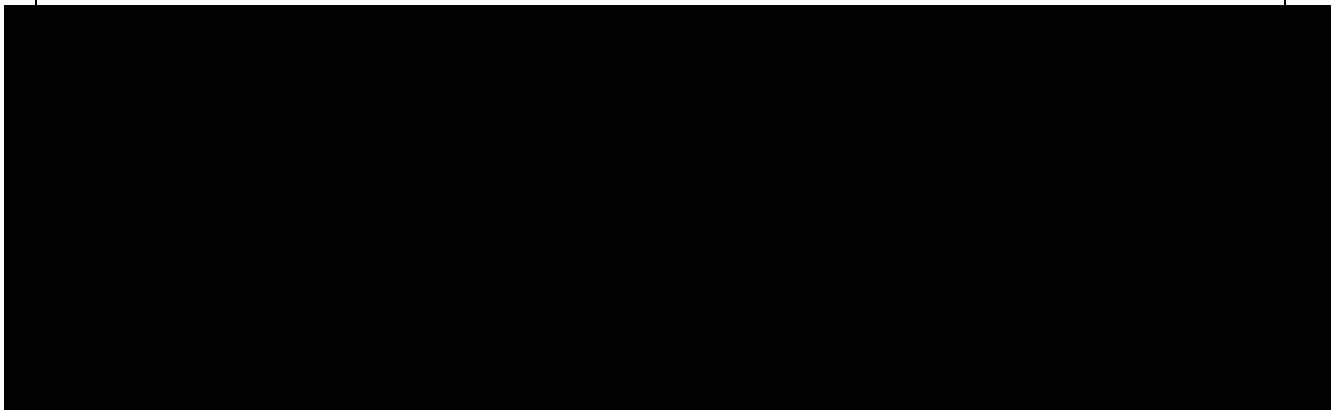
Please confirm that your company will provide regular reports to and as agreed with Shropshire Council on all aspects of this supply. Please describe your approach to delivering this requirement referring to supplementary information as appropriate:

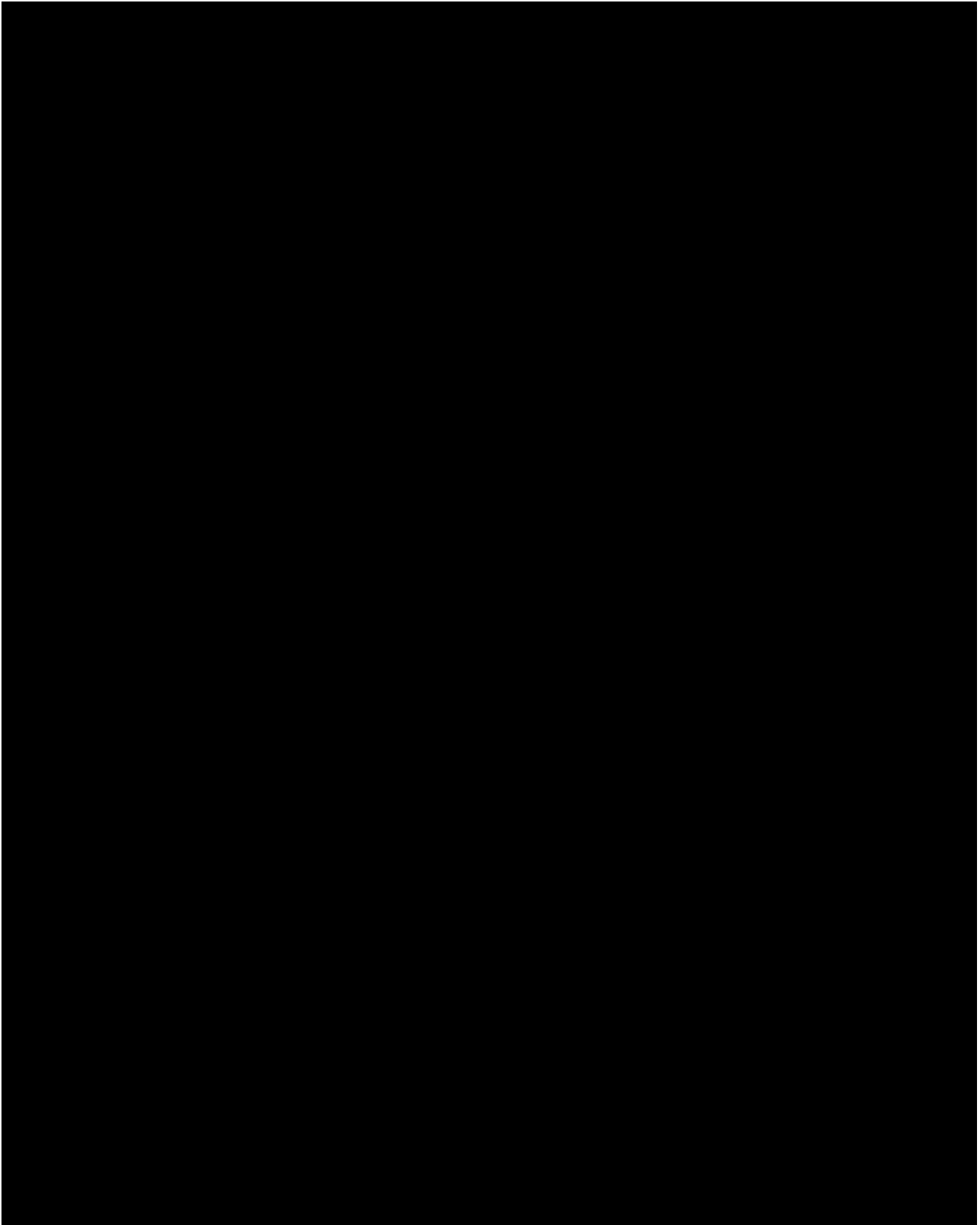




6.3 Question: 20 marks

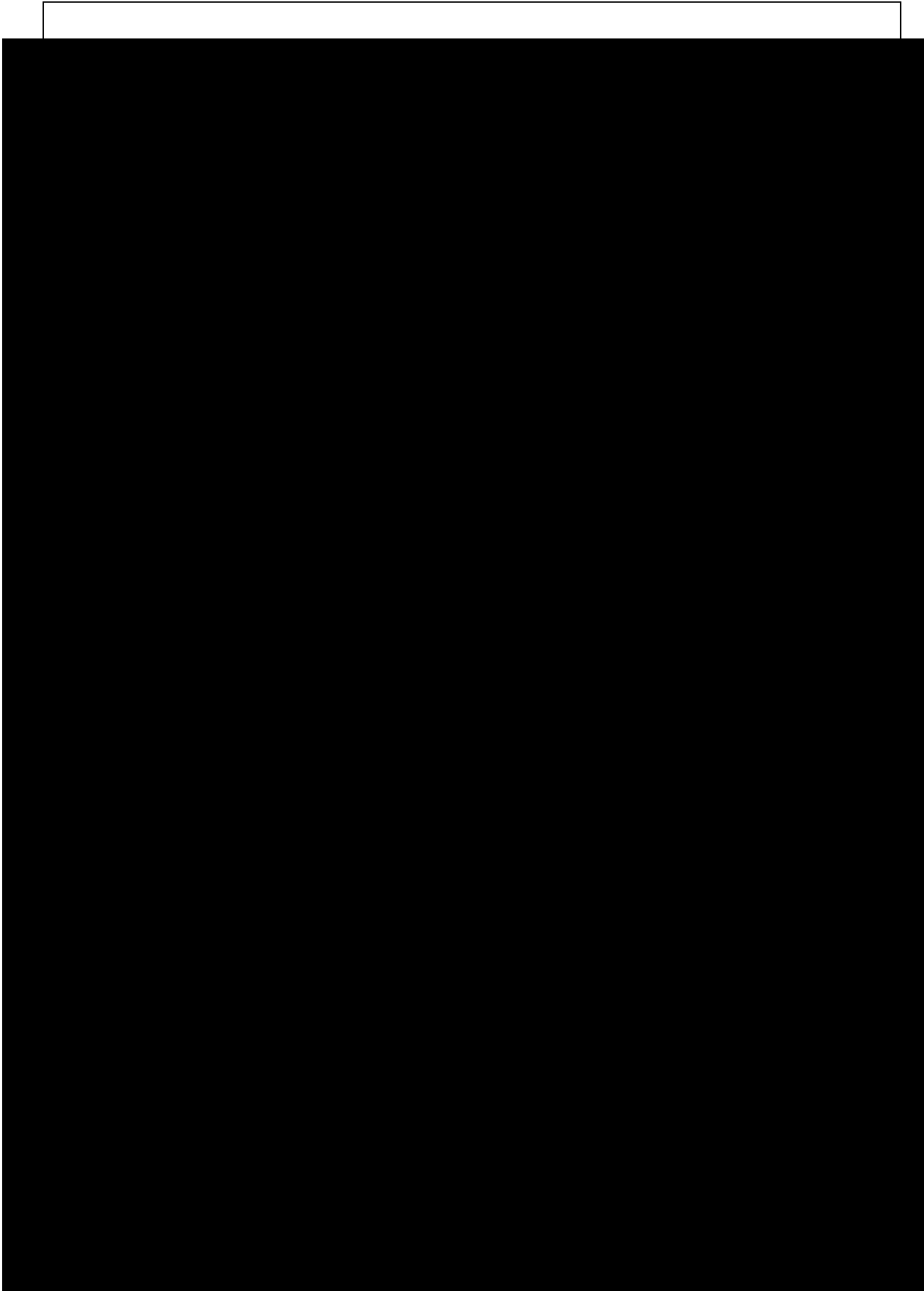
Please describe your approach to delivering engineer scheduling and customer notification of device delivery and installation dates.

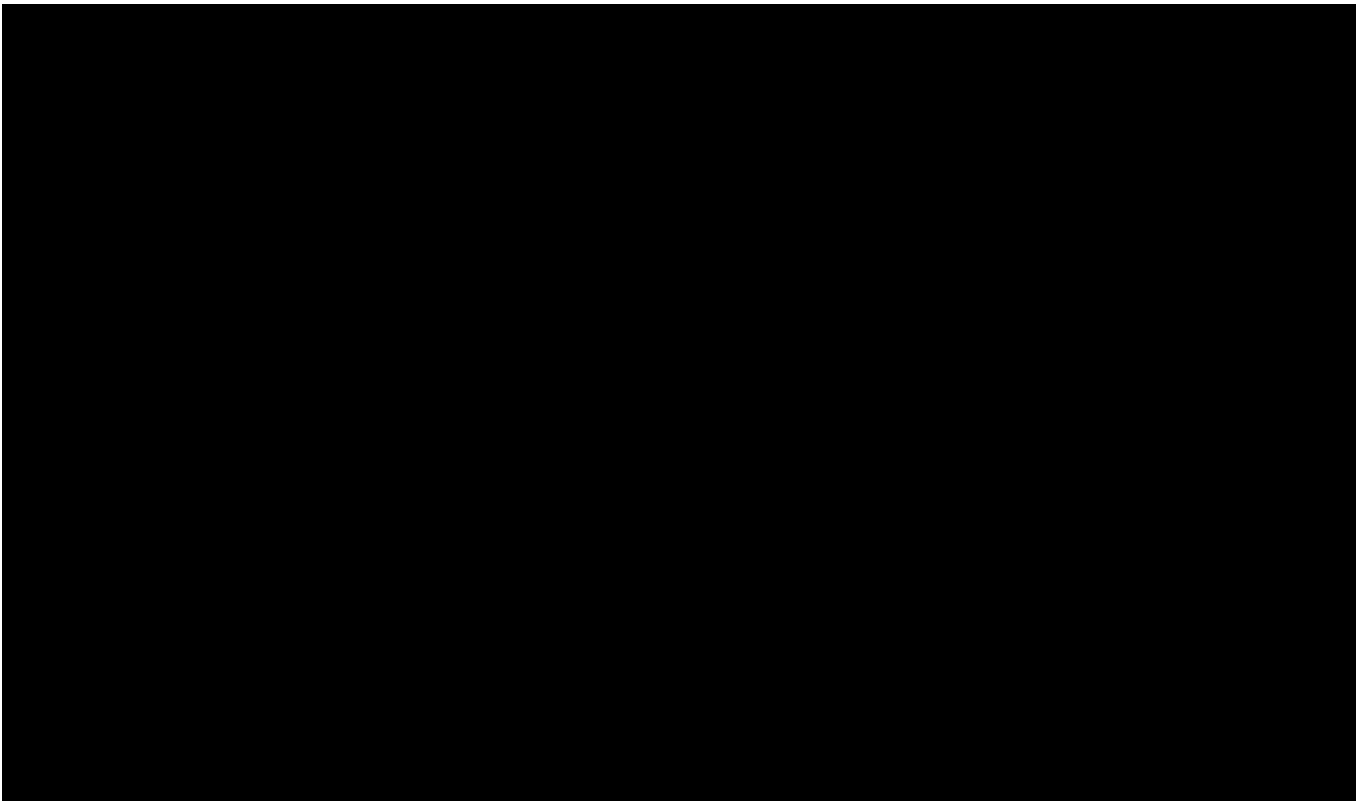




6.4 Question: 20 marks

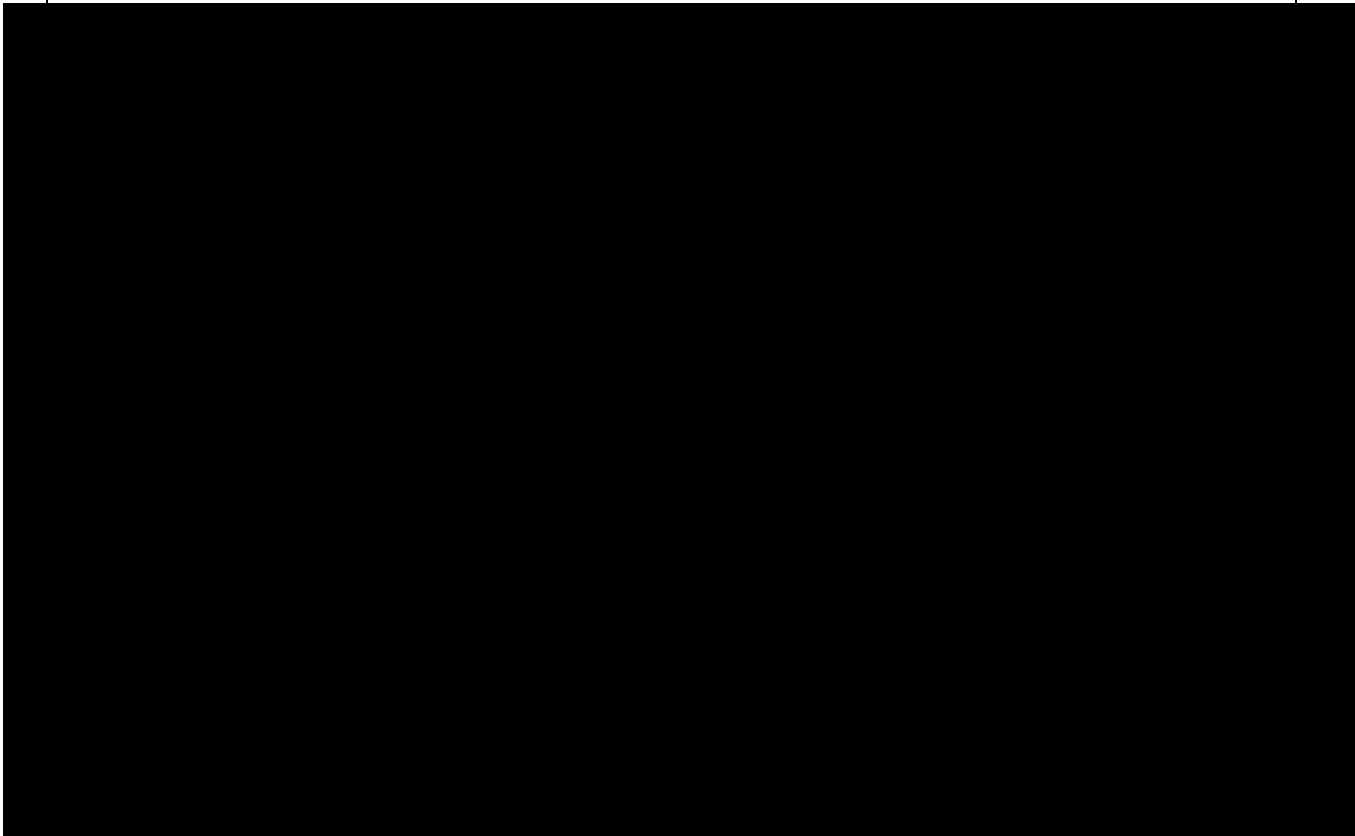
Please indicate the maximum number of hardware changes likely during the period of supply which would necessitate a forced image change.

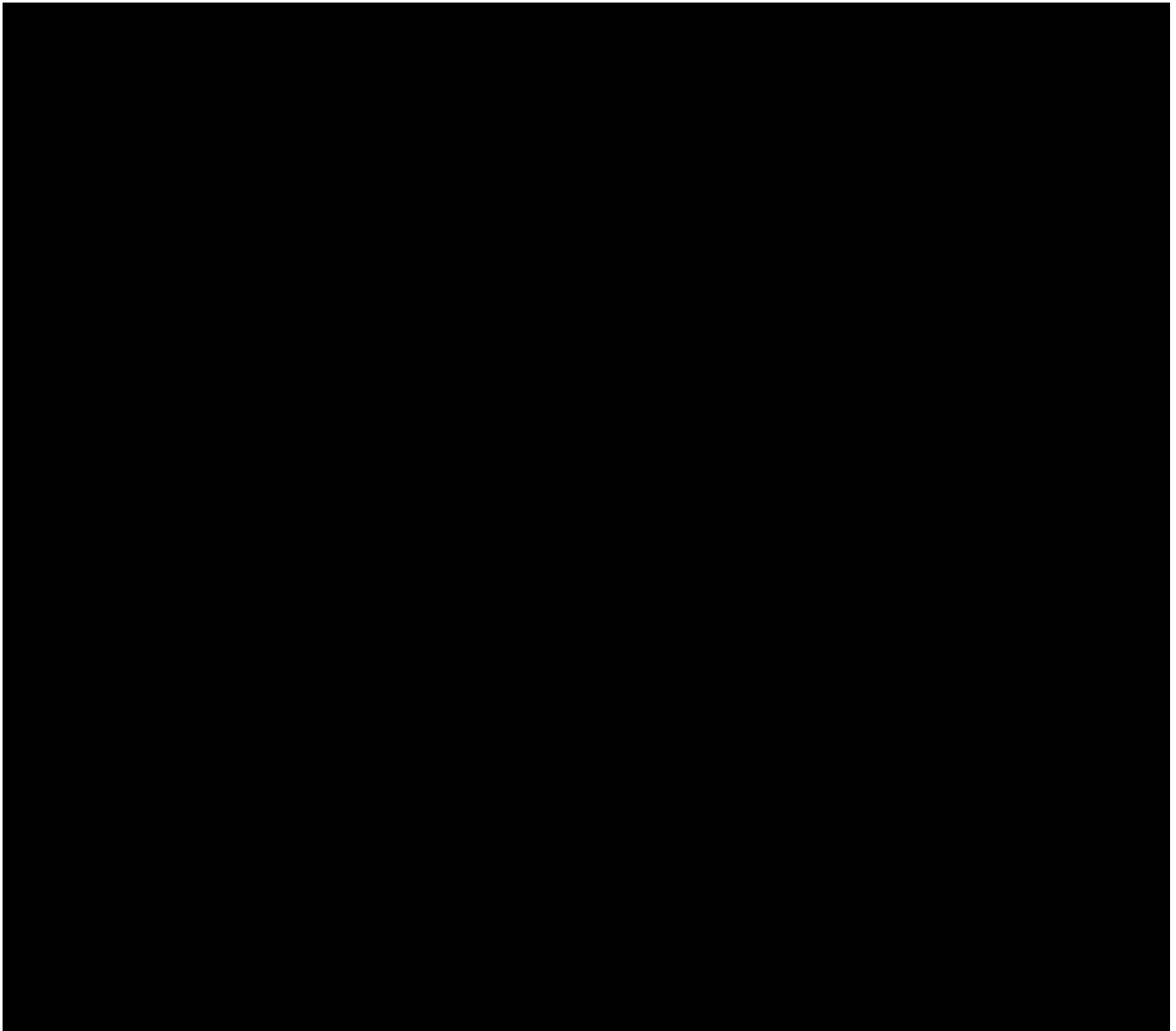




6.5 Question: 20 marks

Please indicate the minimum lead time of any hardware related changes and indicate how Shropshire Council would be informed of such hardware changes.





Marking Scheme:

The following marking scheme will be used to assess the response provided to this question:

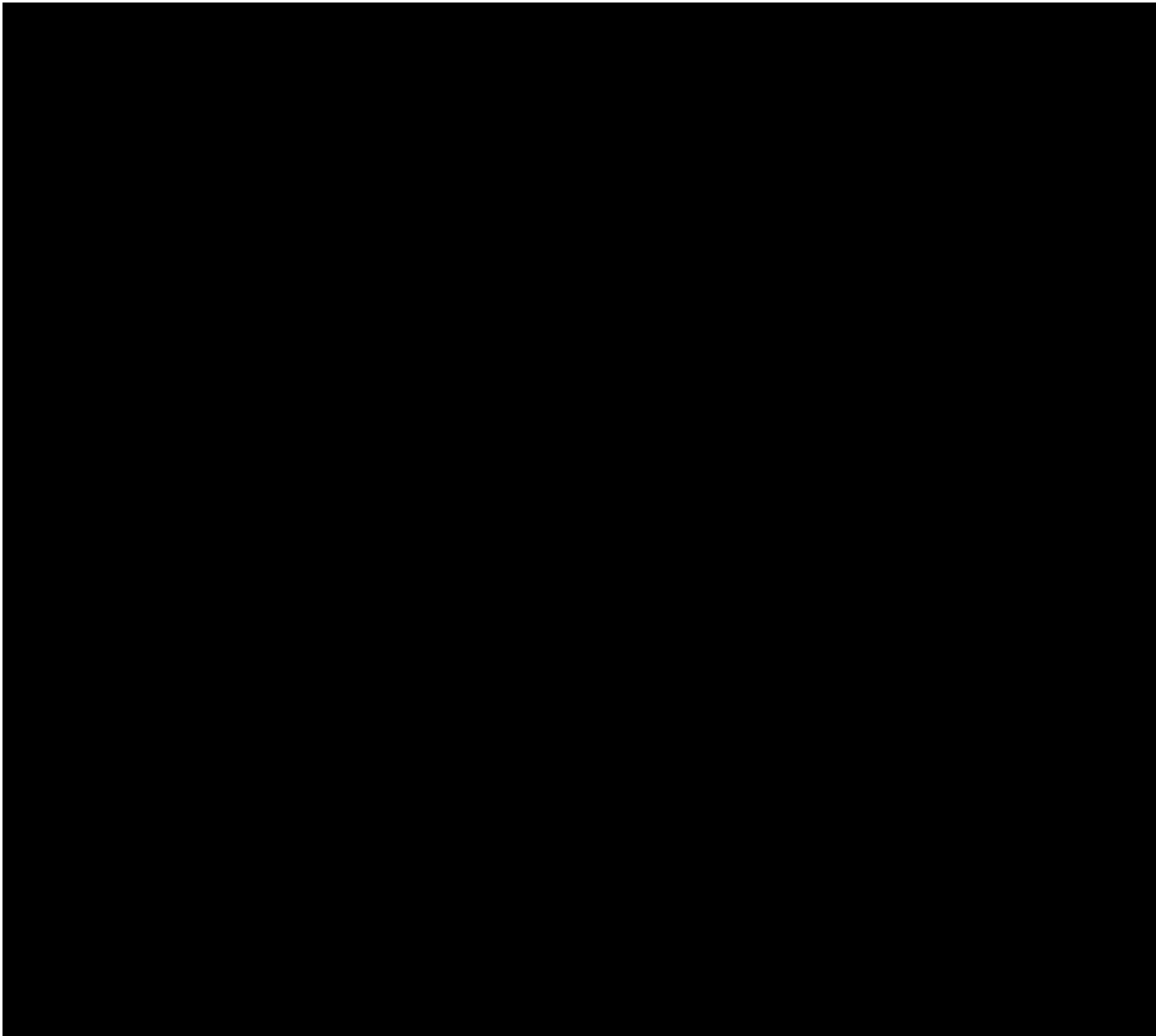
Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	

Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

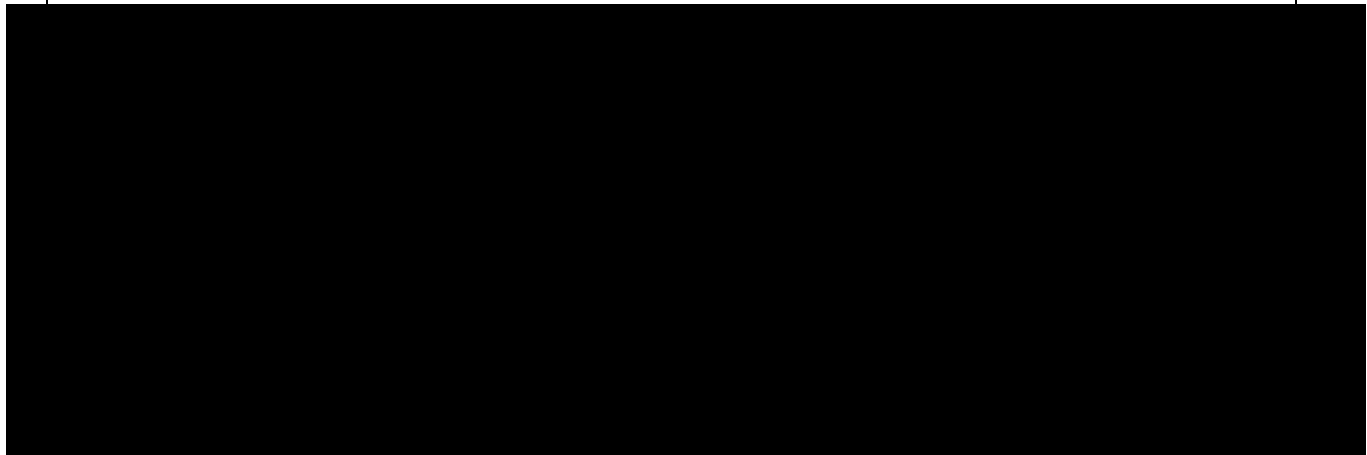
The use of odd numbers indicates an answer's allocated mark lies between definitions.

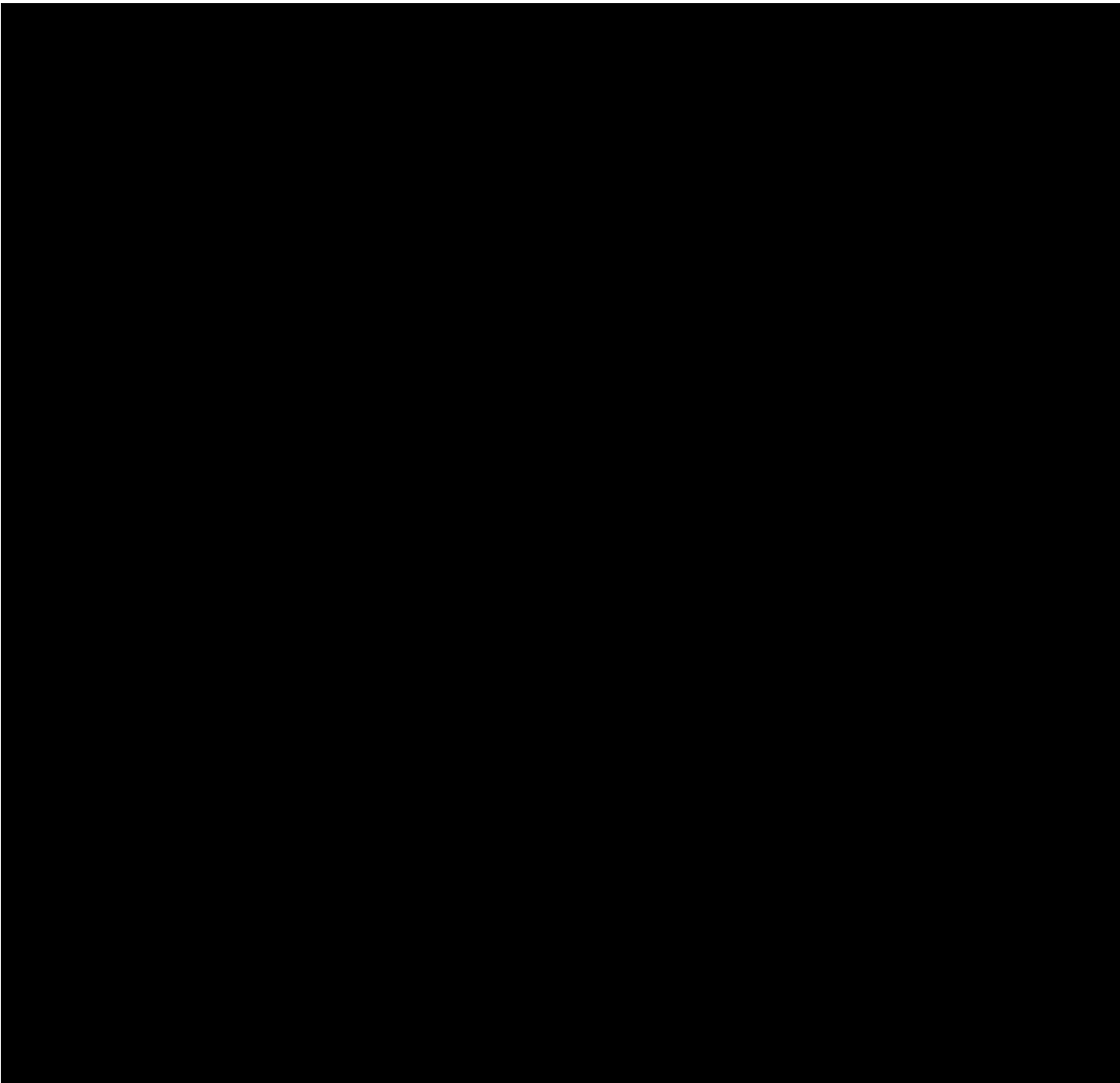
[7] Warranty, Service and Support	Weighting 8%
Guidance:	
The Council requires the products purchased through this contract to have appropriate warranties and be able to access service and support as required.	
7.1 Question: 20 marks	
The Council expects its computer suppliers to provide 'On-site Warranties.' Please provide comprehensive details of the maintenance warranty for the standard laptops being proposed:	
Please give a precise definition of what constitutes 'on-site' and confirm that no elements (e.g. monitors) are 'return to base'.	



7.2 Question: 20 marks

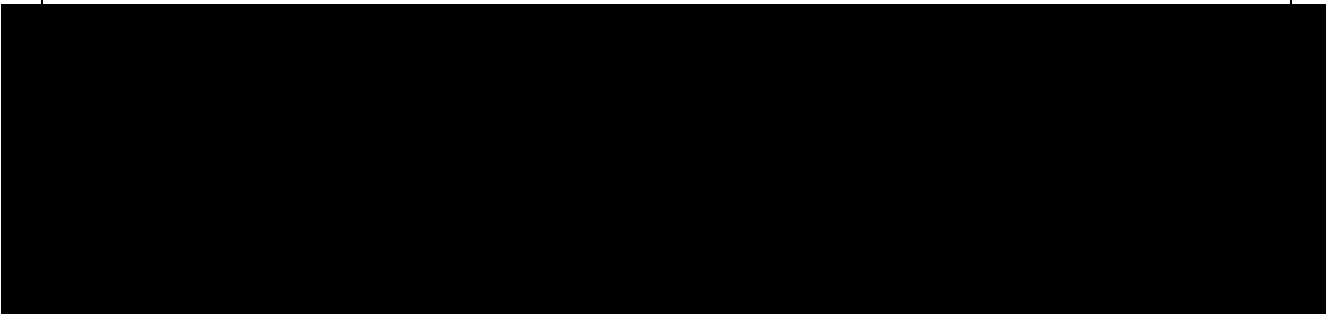
Please confirm the full details of how a hardware fault in a laptop would be handled, including full details of how any parts would be ordered, along with delivery times to ensure minimum disruption for the end user.

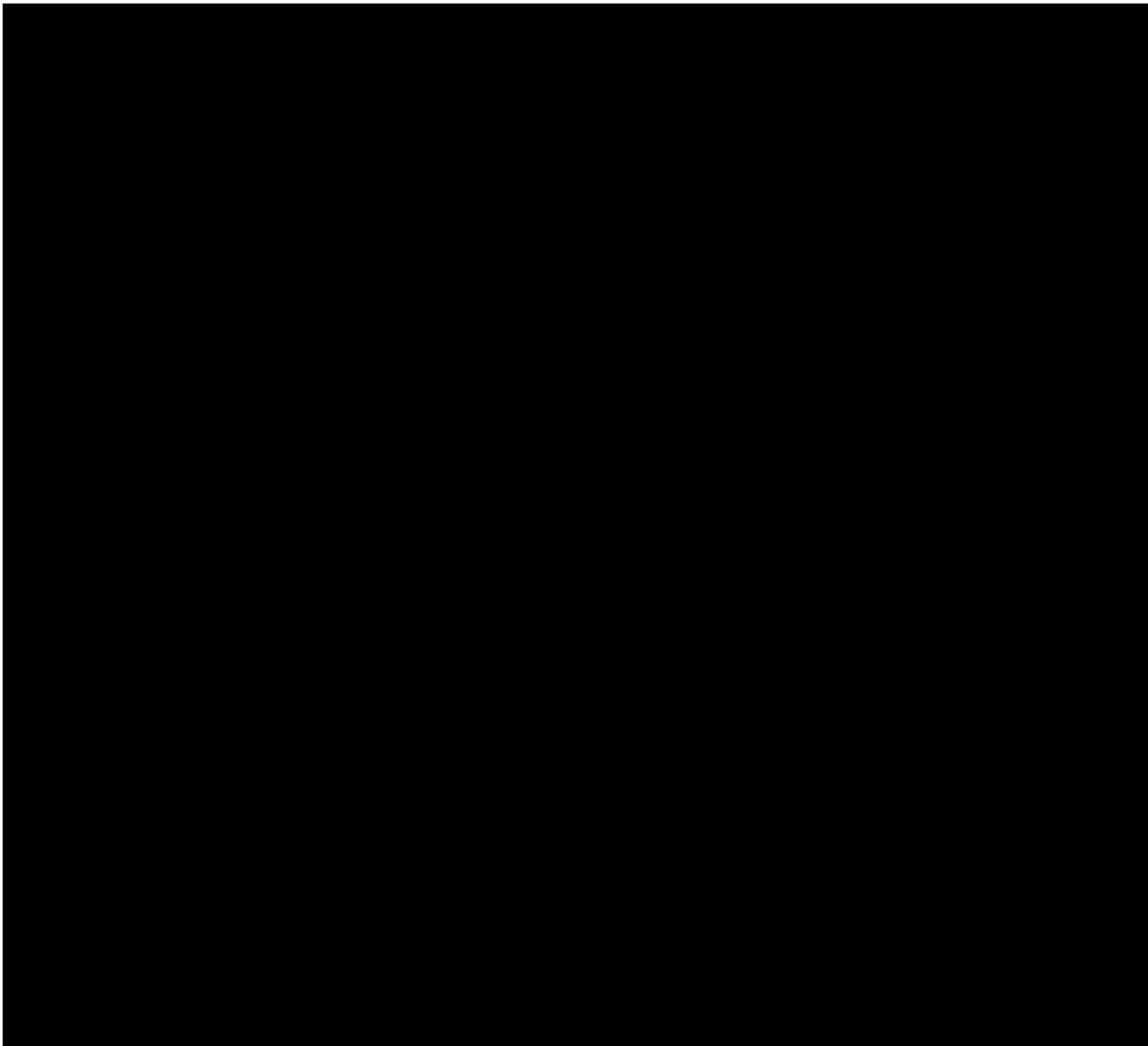




7.3 Question: 20 marks

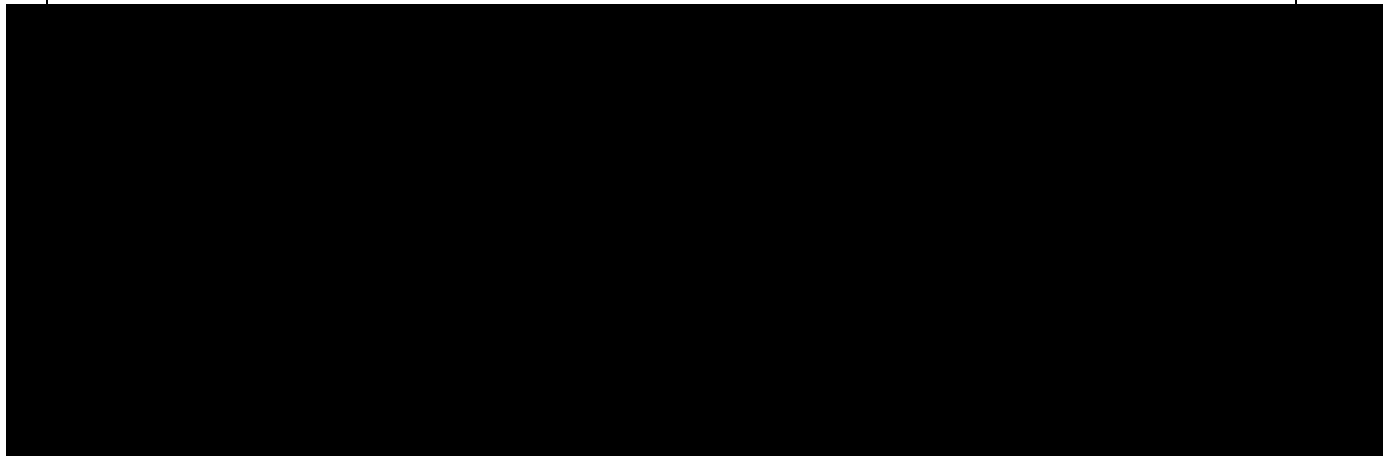
Please provide details of the 'average dead on arrival percentage rate' for each product proposed and what the replacement process is (including timescales)

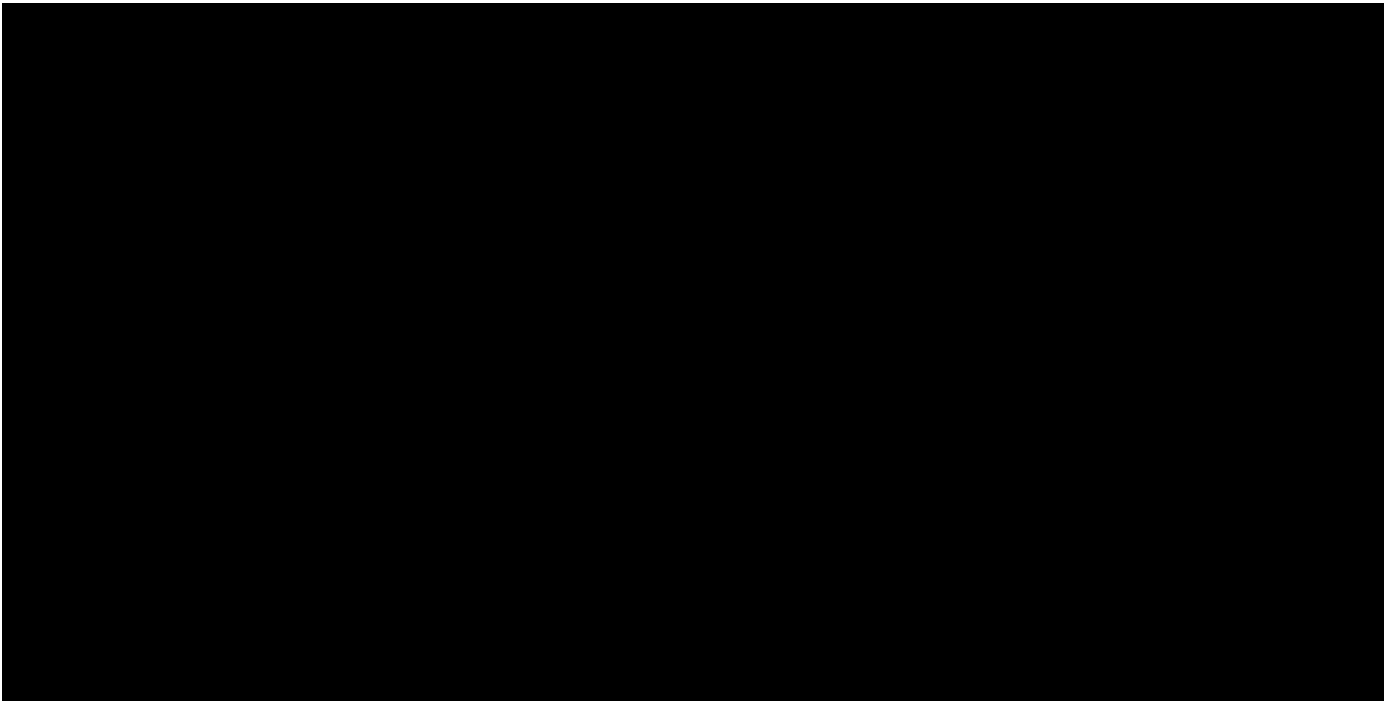




7.4 Question: 20 marks

Please provide full details of how you would ensure that faulty hard disks, replaced as part of your hardware warranty service, are returned to Shropshire Council promptly and the safeguards which would be in place to protect any unencrypted data.





Marking Scheme:

The following marking scheme will be used to assess the response provided to this question:

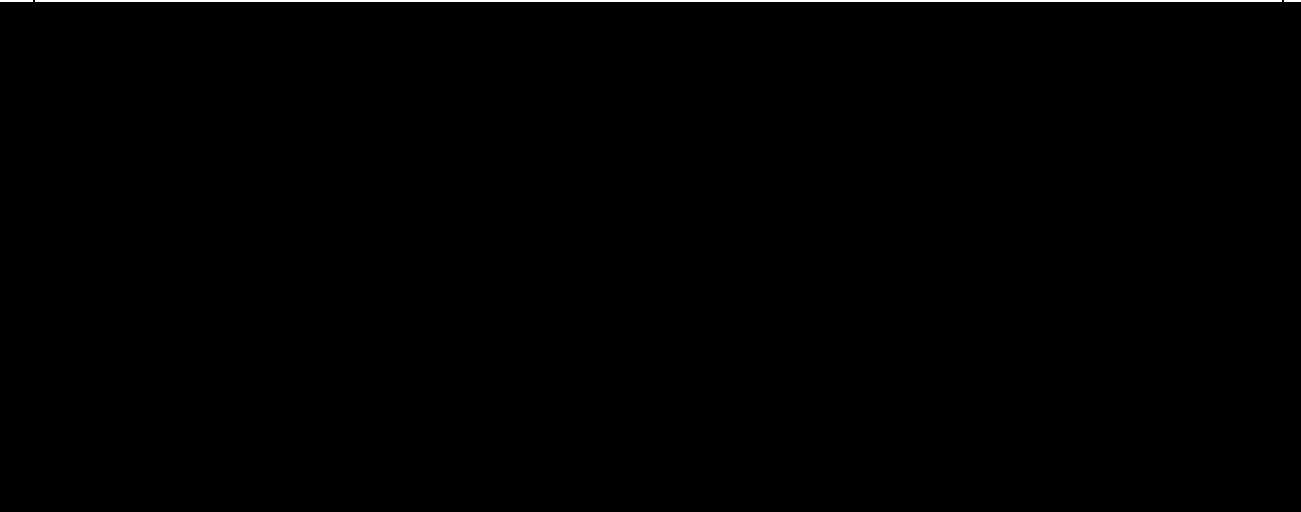
Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

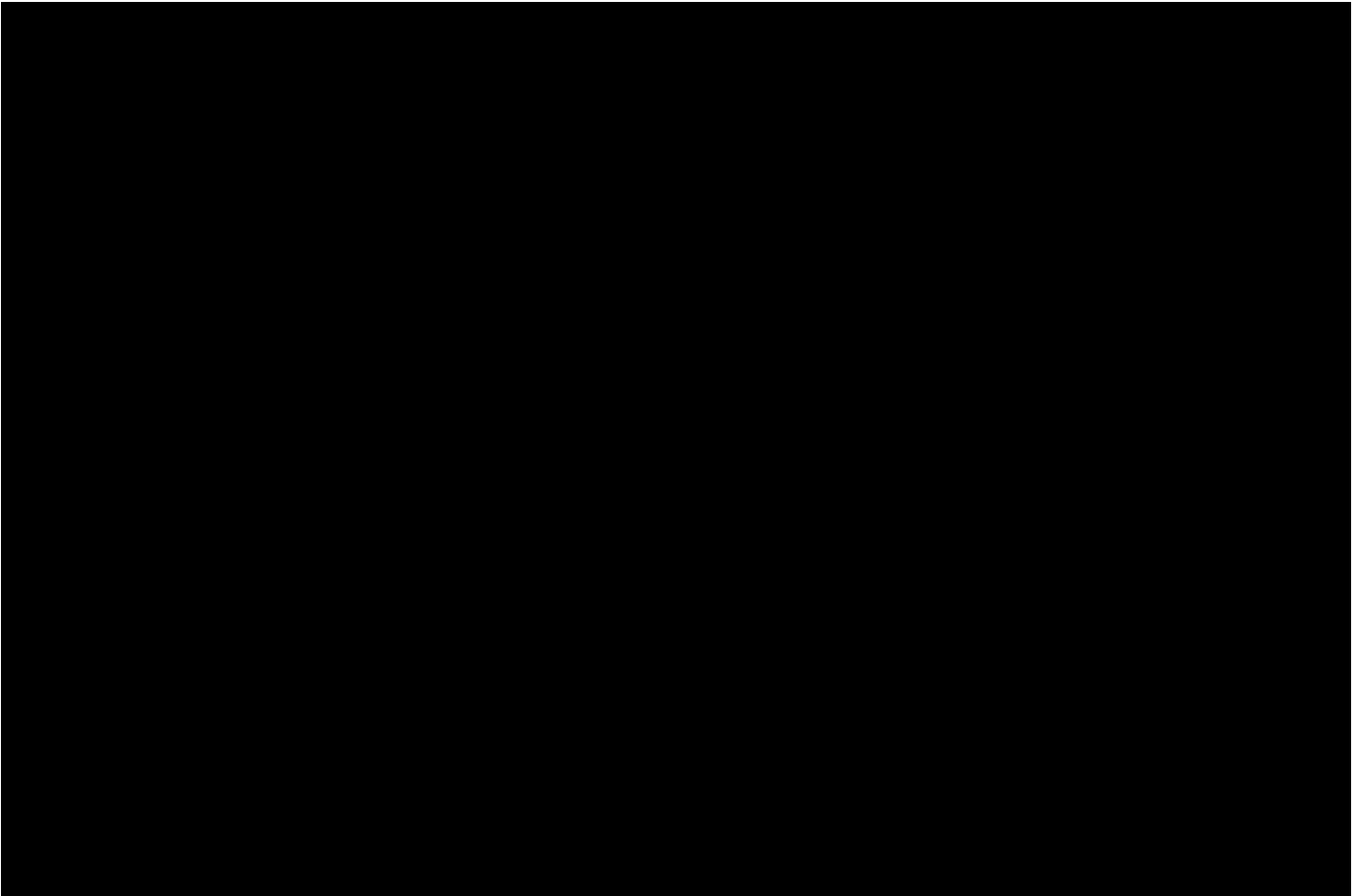
Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	

Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

[8] Features	Weighting 6%
Guidance:	
Our users require a number of features to be available, for them to best utilise the hardware.	
8.1 Question: 20 marks	
We require a record of the make, model, serial number and assigned sticker (asset stickers will be provided by Shropshire Council).	
Please detail the process you would follow for this:-	

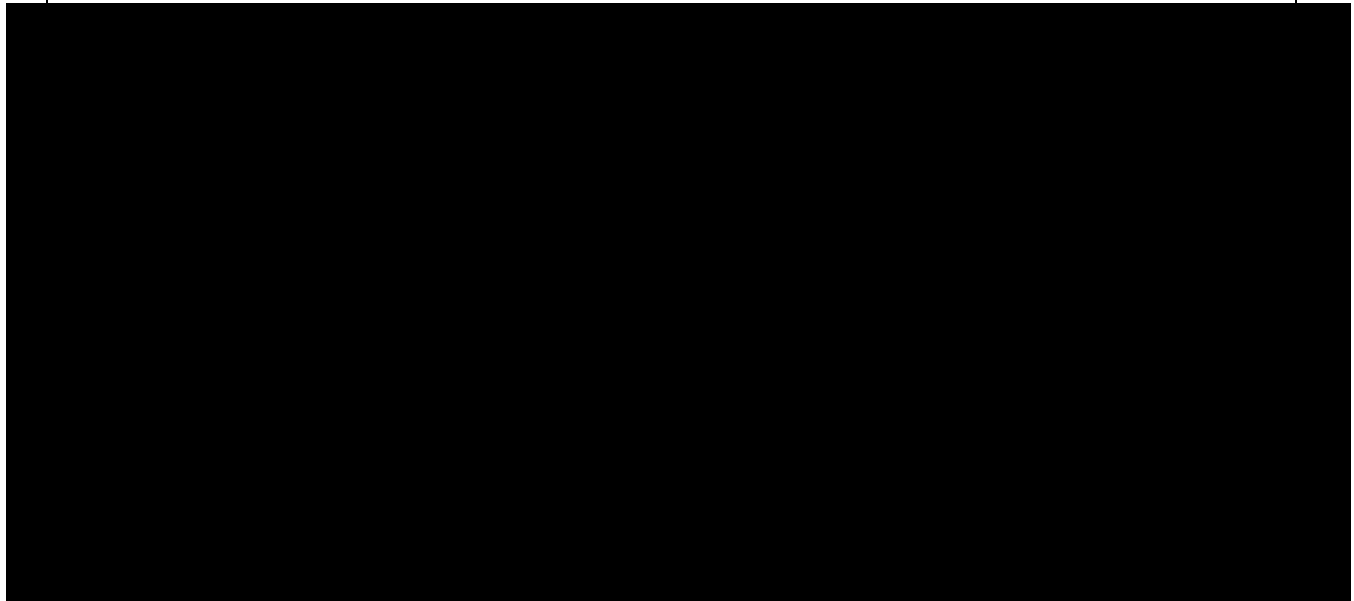


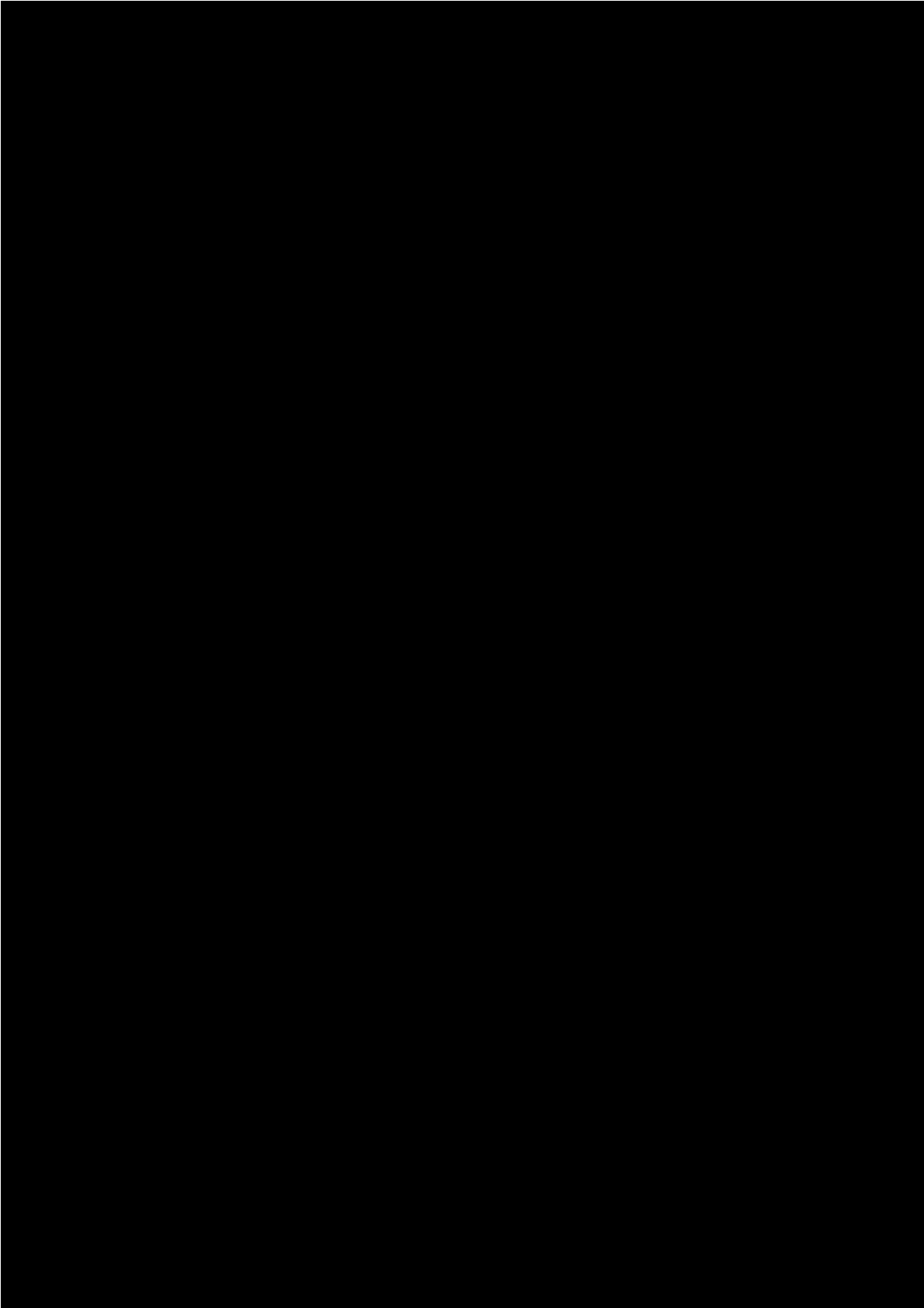


8.2 Question: 10 marks

The Council gives very careful consideration to the welfare of its staff and clients alike.

Please list the 'accessibility' facilities that the standard laptop models being proposed provides for the less able user, including those in the school environment, beyond those available via the Operating System, and list any additional equipment/enhancements to the laptop which would help the Council to ensure compliance (with regards to IT equipment) with the Disability Discrimination Act 1996.

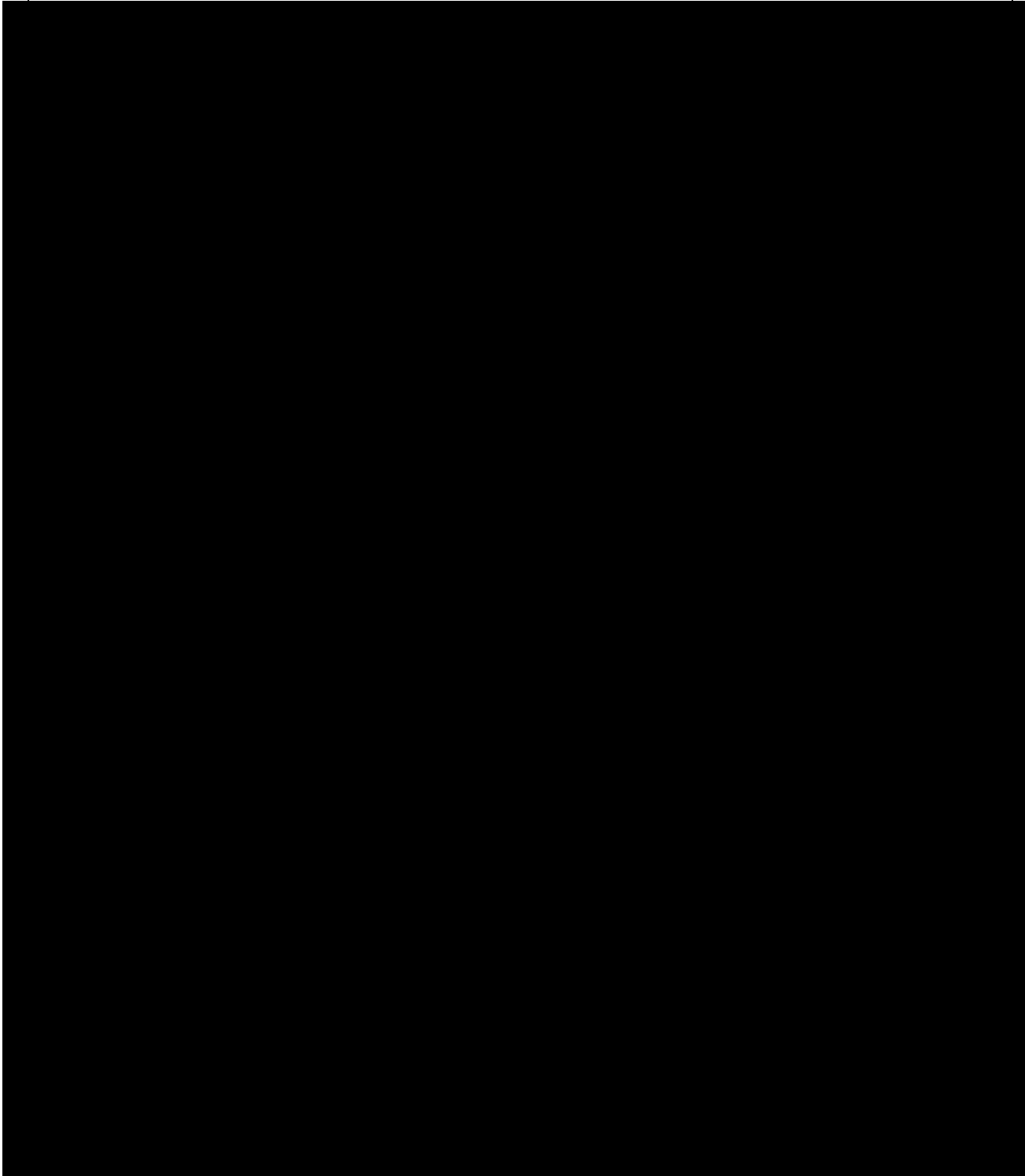


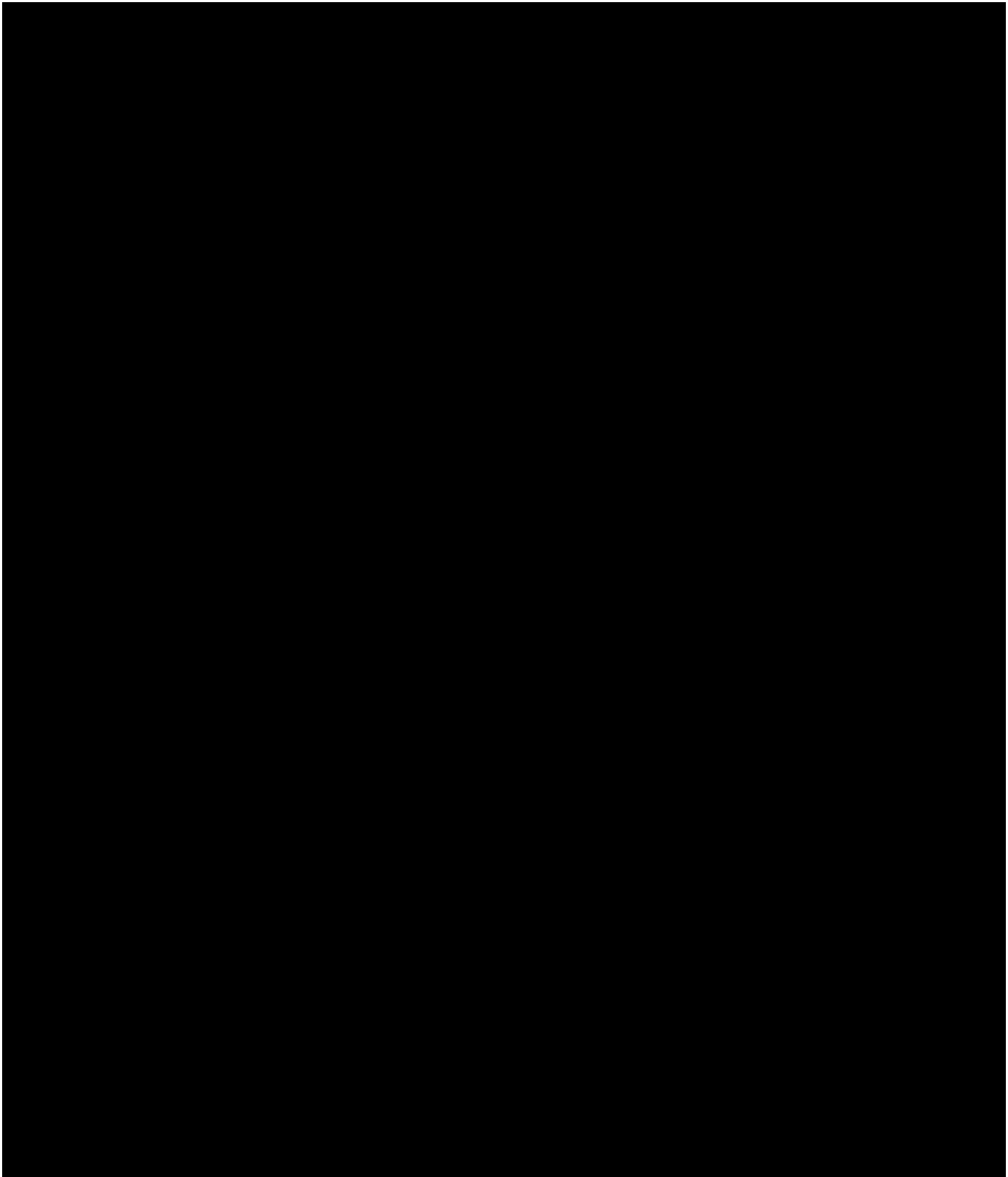




8.3 Question: 30 marks

Please confirm the process for keeping the Council informed and up to date with upcoming changes in the computer technology market. Please include details of any meetings and appropriate timescales:-





Marking Scheme:

The following marking scheme will be used to assess the response provided to this question:

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

[9]

Disk Imaging and Installation (Schools only)

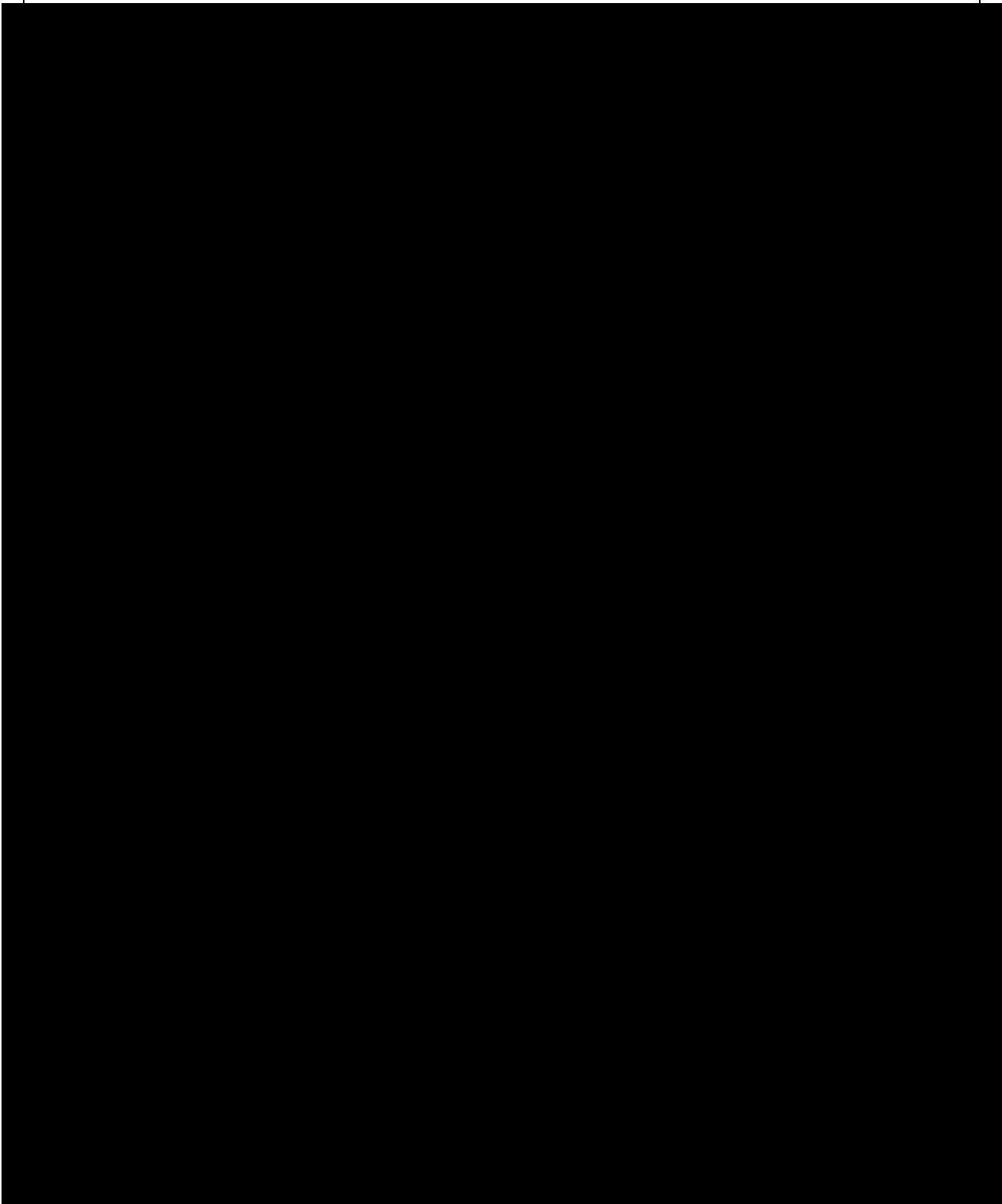
Weighting 10%

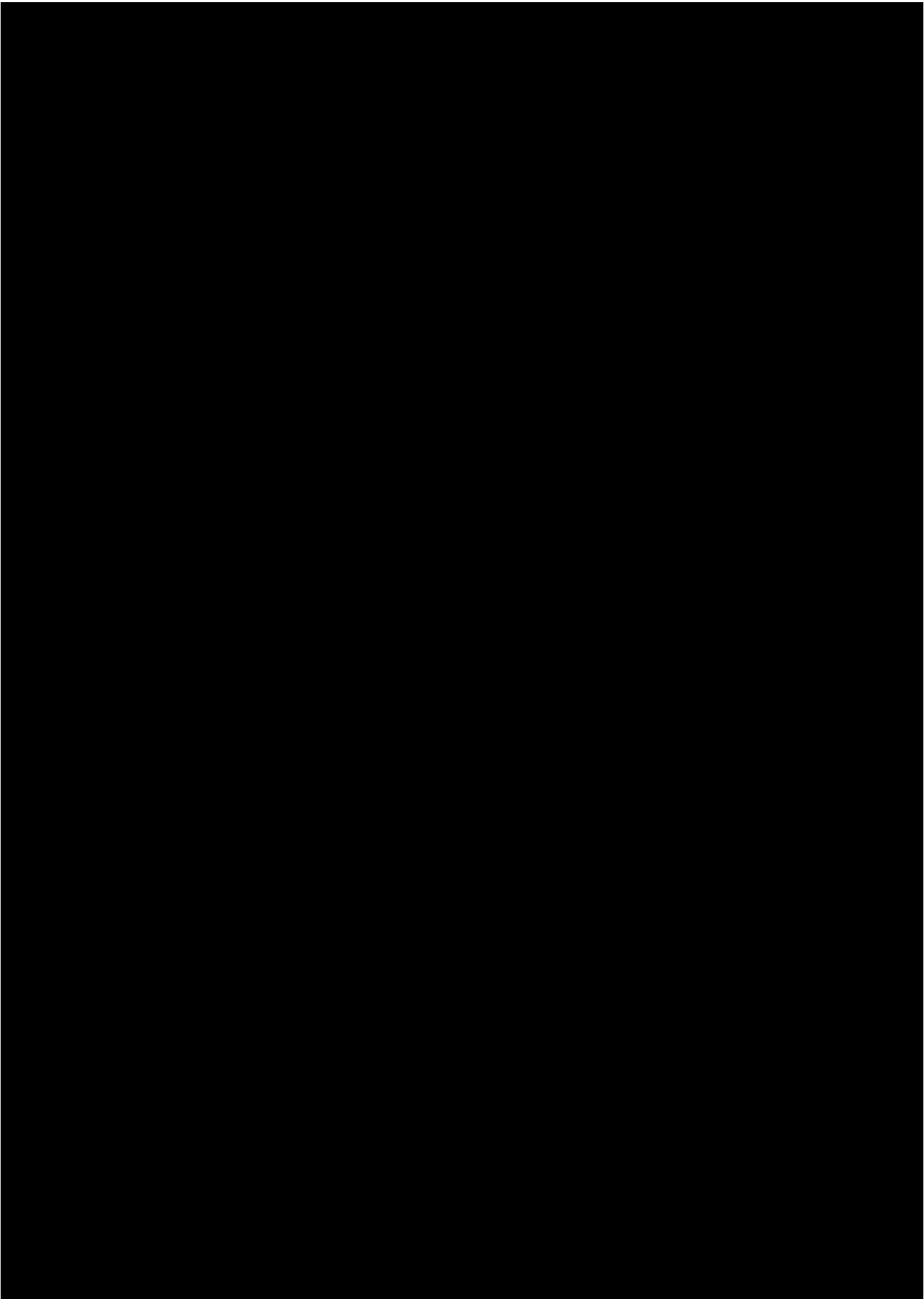
Guidance:

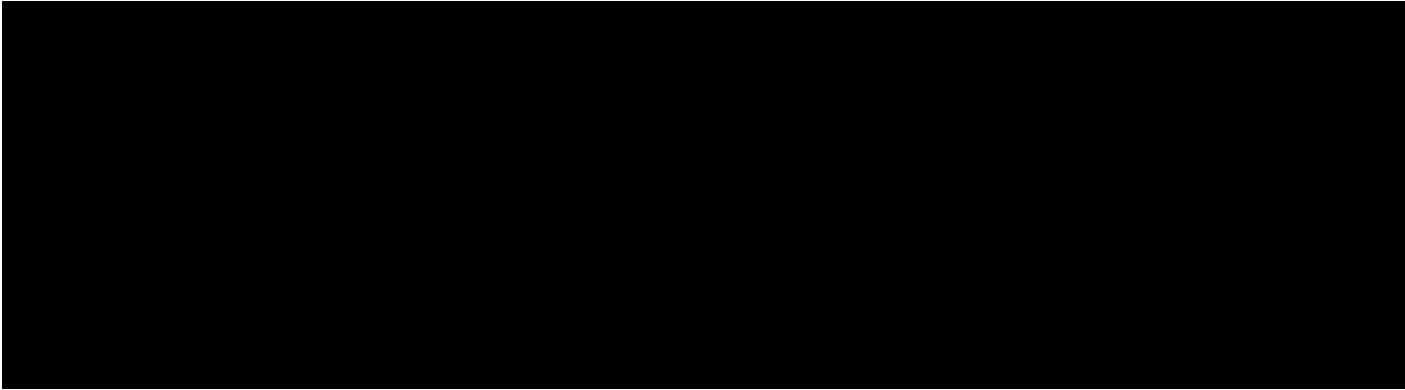
We also support a number of schools in Shropshire, through our specialist team. Schools require additional support for their hardware

9.1 Question: 50 marks

Please describe your approach to delivering the creation of school admin and curriculum images including audit and security arrangements



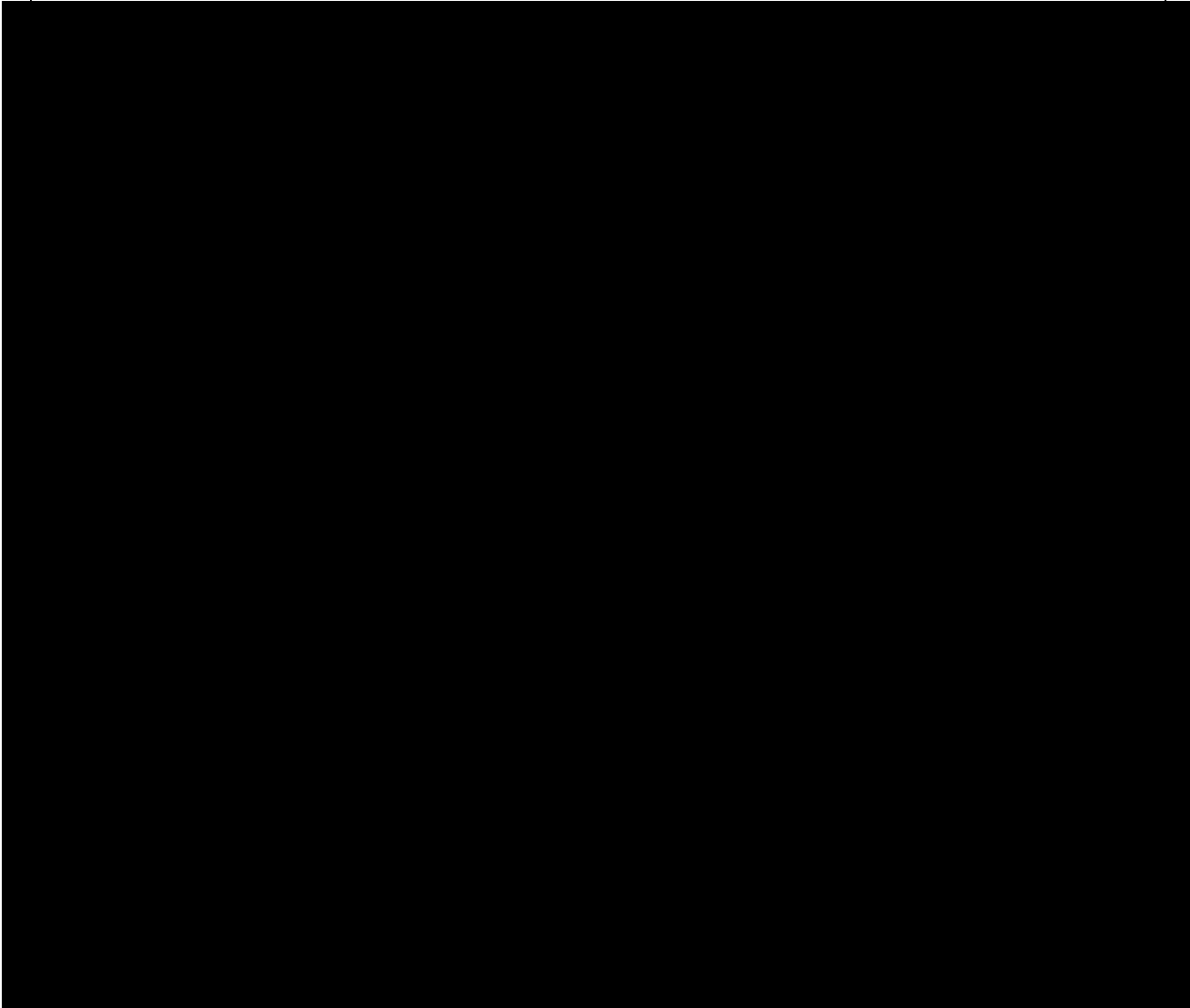


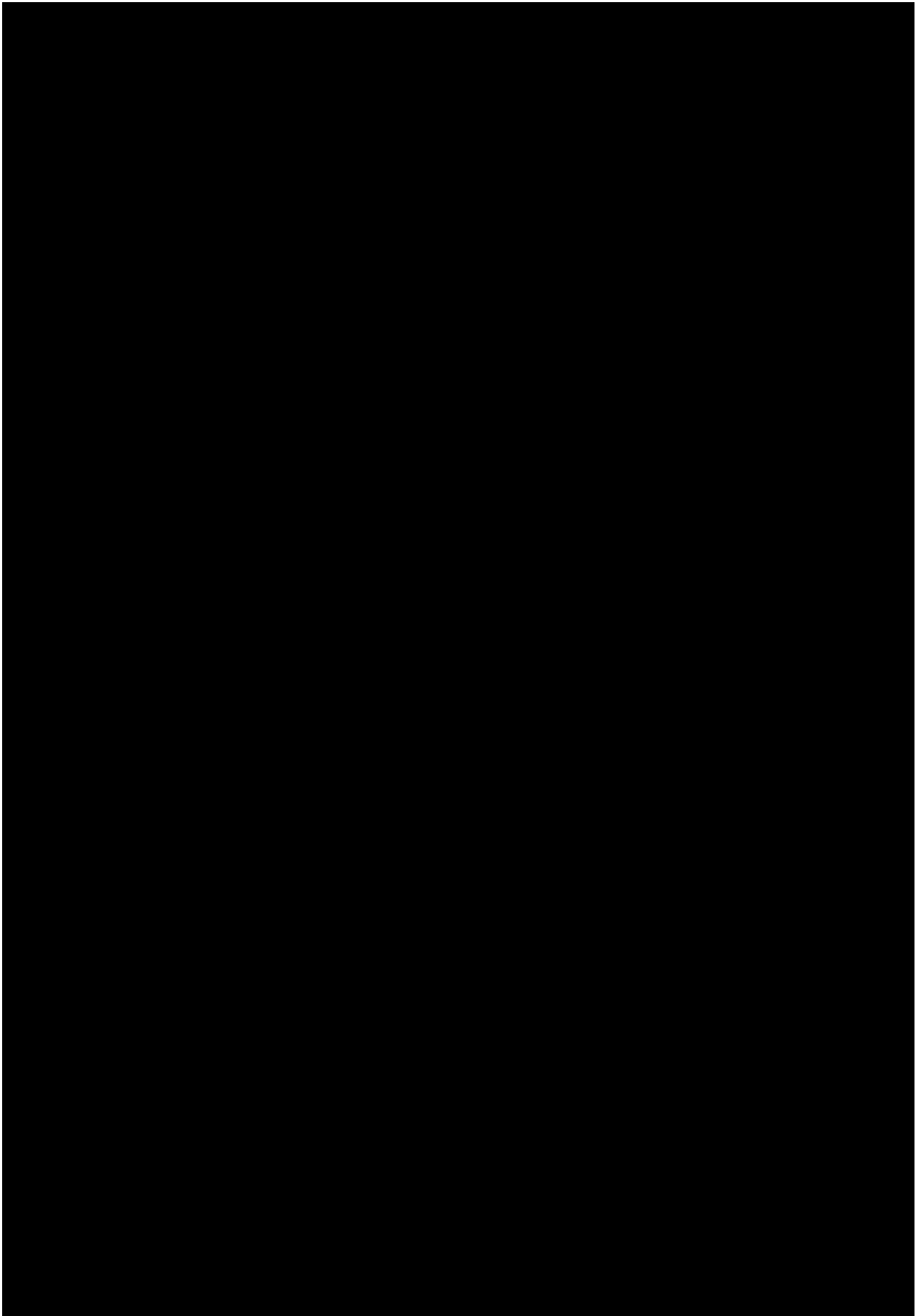


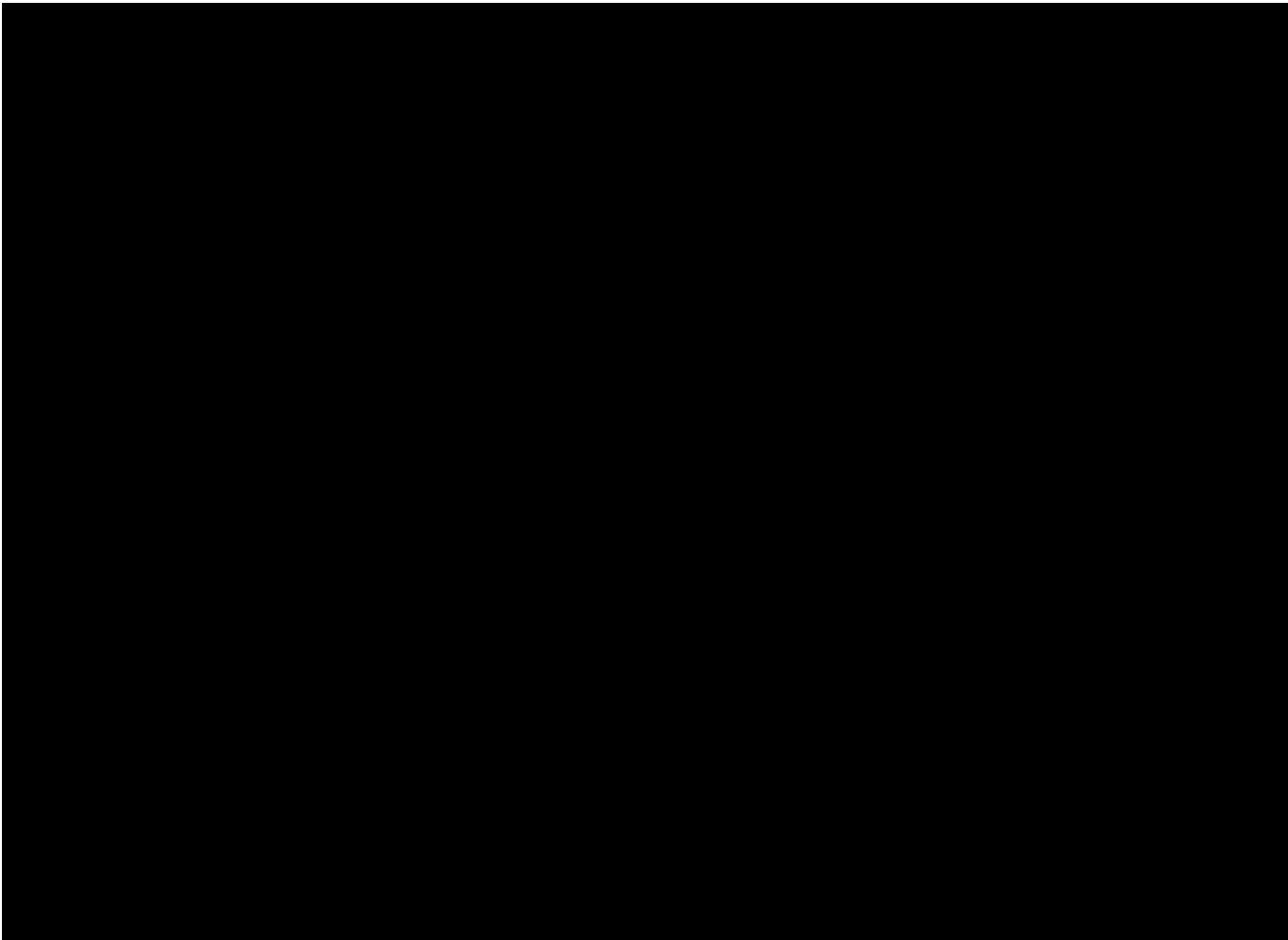
9.2 Question: 50 marks

Tenderers are asked to outline the process that will be used to meet the 'install to desk requirement' (as stated in the contract description/) of a minimum school laptop including handover documentation.

Please describe your approach to delivering this requirement referring to supplementary information as appropriate:







Marking Scheme:

The following marking scheme will be used to assess the response provided to this question:

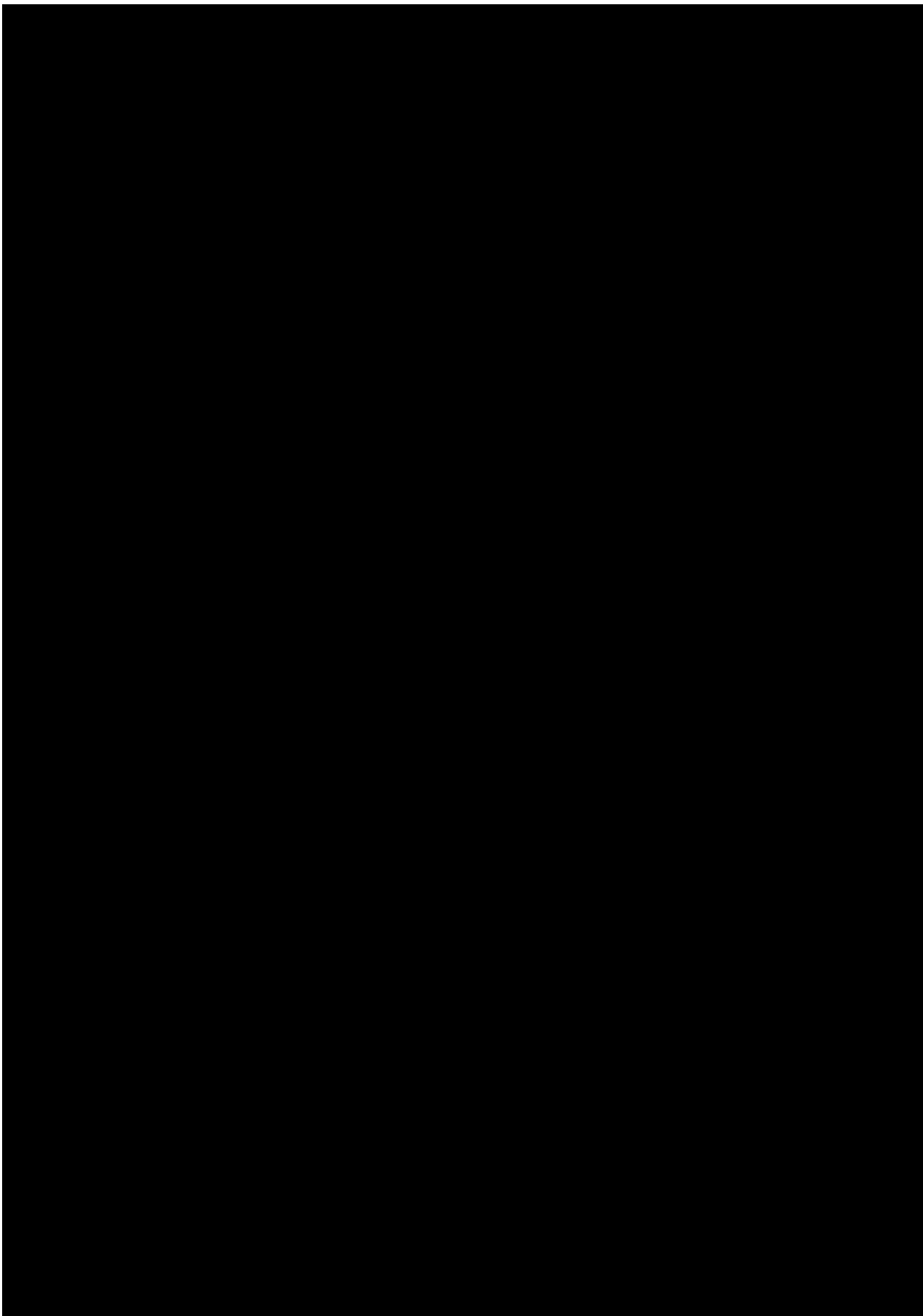
Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

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	7	

Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
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	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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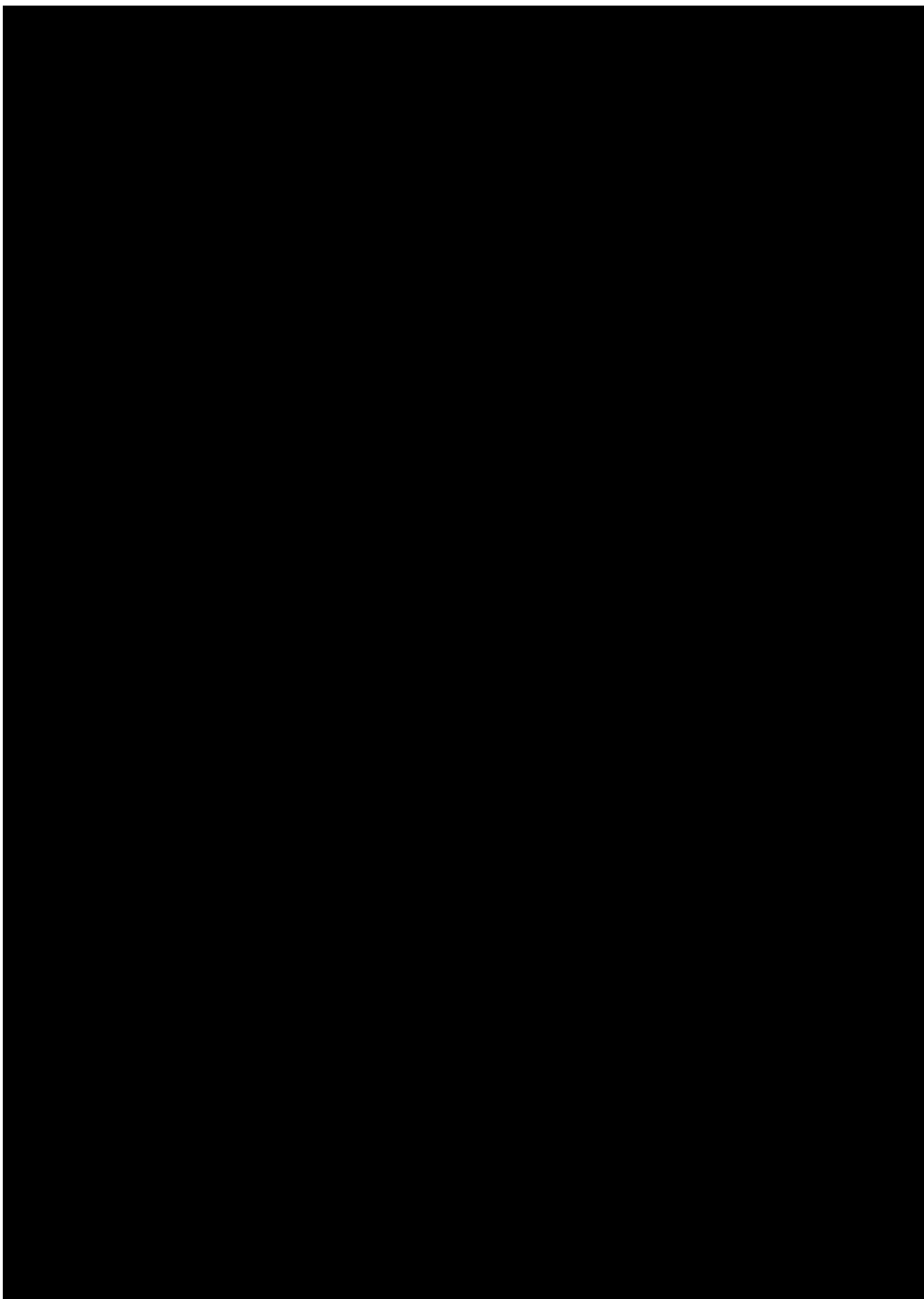
[10] Additional Services	Weighting 6%
Guidance:	
We are also interested to hear of additional services you can provide.	
10.1 Question: 30 marks	
Please provide full details of any free of charge, value added services which you will provide as part of this contract:	
<div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 80%; margin-top: 10px;"></div>	



10.2 Question: for information only

Please provide full details of any chargeable value added services which you could provide as part of this contract:

[Redacted content]

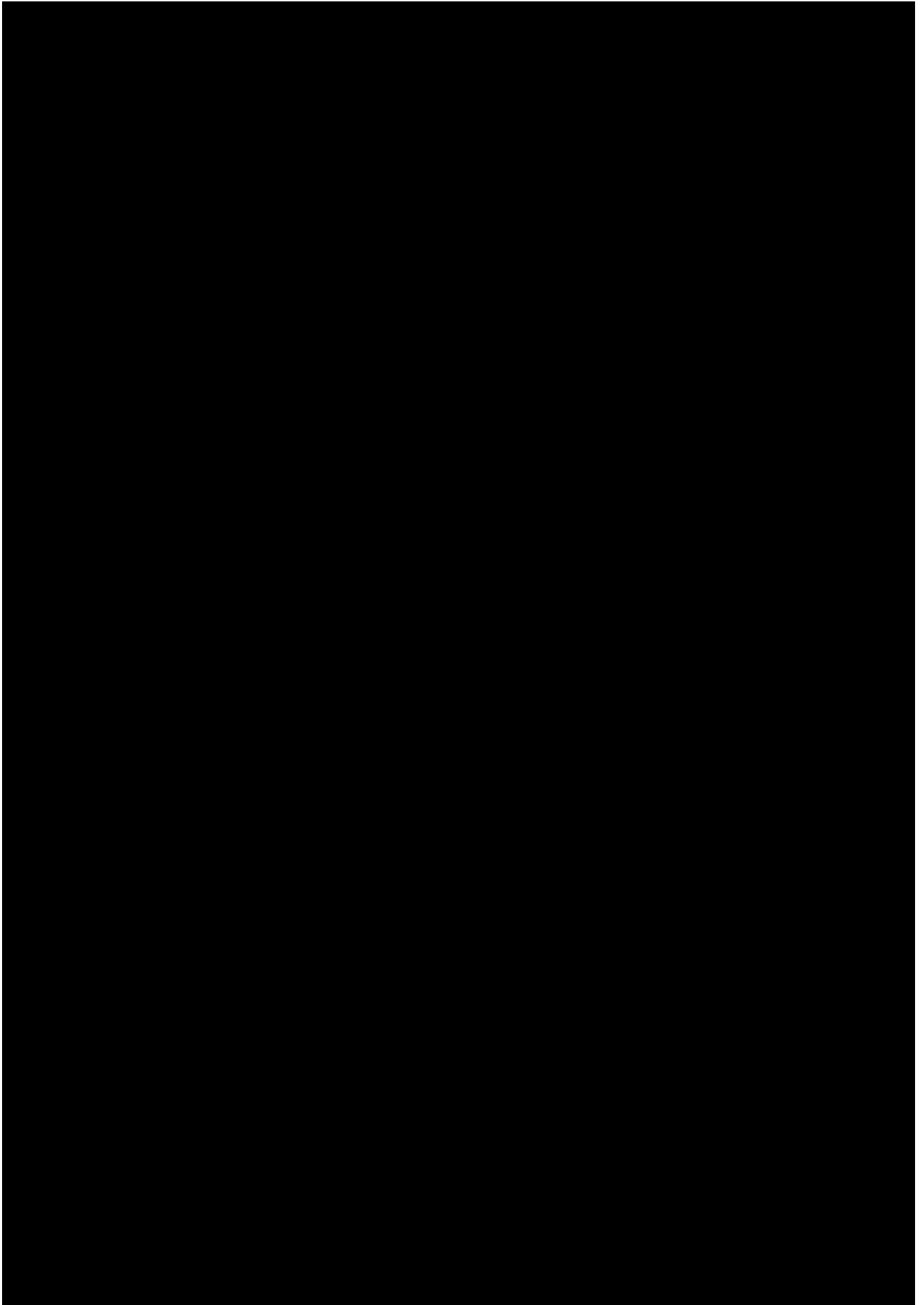




10.3 Question: 20 marks

What would be the process to setup and maintain a remote machine imaging system facilitated via SCCM. Please differentiate between the responsibilities of the Council and the responsibilities of the Provider:-



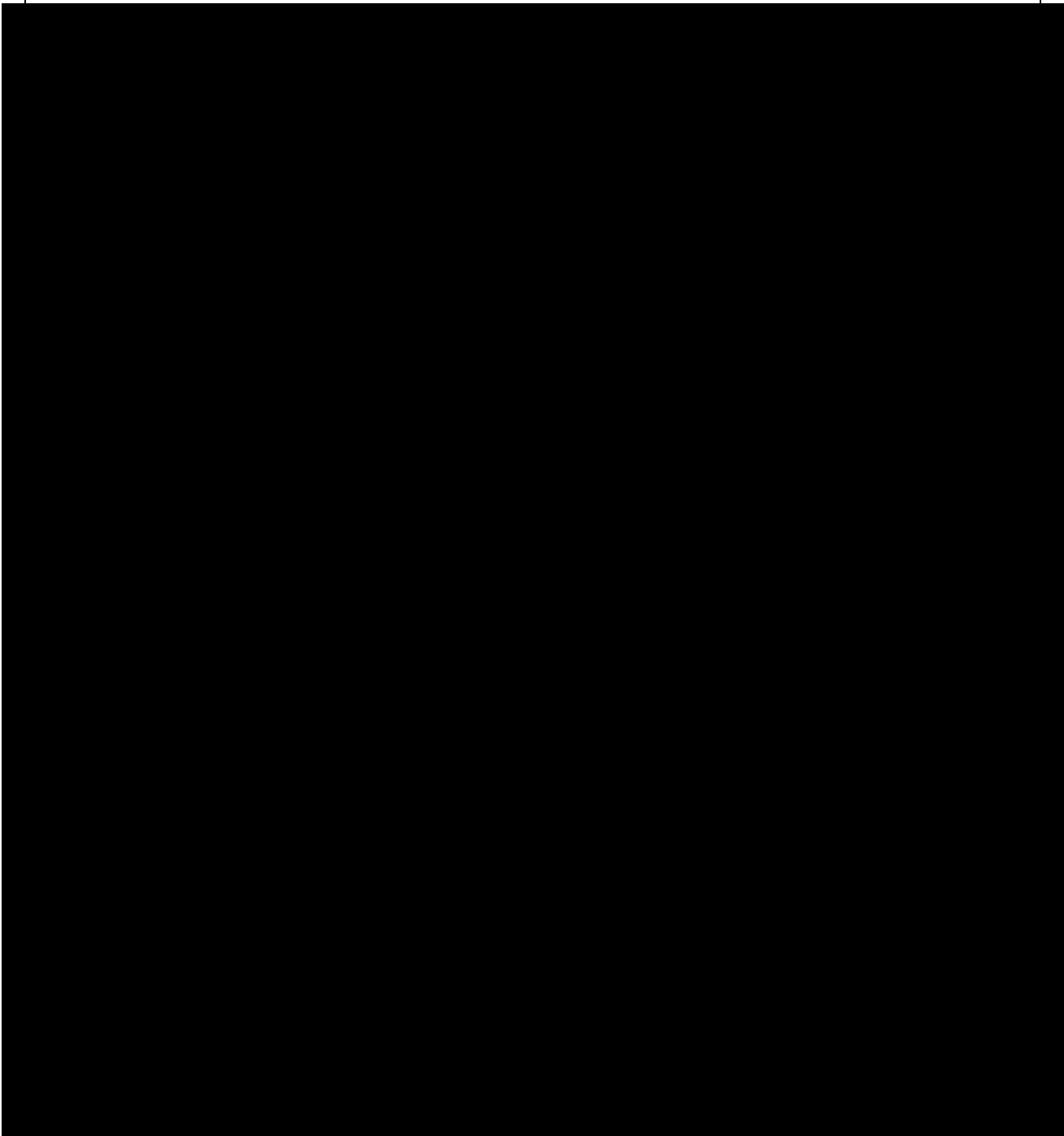


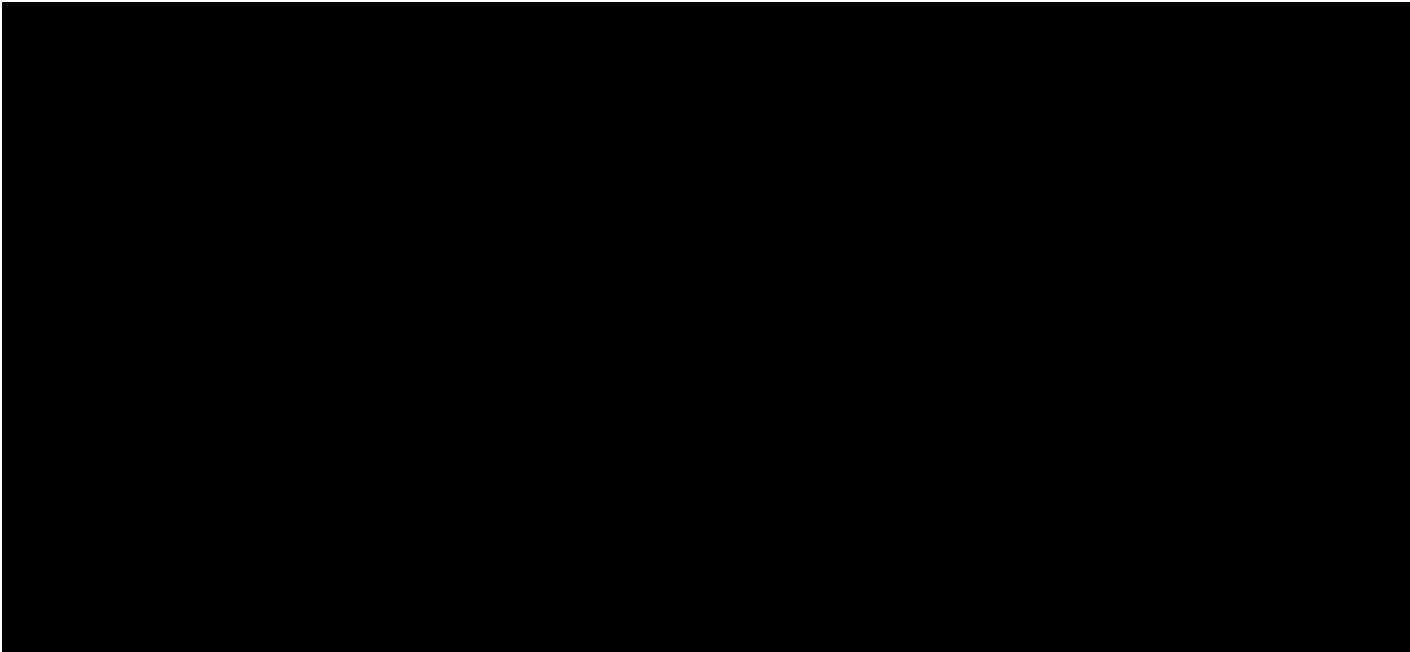


10.4 Question: 10 marks

In a disaster scenario (such as a fire destroying a large number of machines at one of the Council's primary sites), the Council would require additional support to replace the damaged/destroyed equipment as expedited a timescale as possible.

Please detail the processes you would implement to achieve this, including details of any additional costs to the Council:-





Marking Scheme:

The following marking scheme will be used to assess the response provided to this question:

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

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Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
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	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding,</i>

		<i>resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

personal info

Shropshire Council

Shirehall

Abbey Foregate

Shrewsbury

SY2 6ND

XMA Limited, Unit 44,
Wilford Industrial Estate,
Ruddington Lane,
Wilford,
Nottingham, NG11 7EP

16 February 2017

Dear Chris

RMCI 020 – Supply of Laptops, PCs and Microsoft Tablet Devices

Subject to Contract

Further to your recent submission of a Tender for the above Further Competition carried out under the Crown Commercial Service Technology Products 2 (RM3733) framework, I am writing to advise that the Further Competition is now complete.

I am pleased to inform you that your company ranked first in our evaluation and therefore we would like to award the Supply of Laptops, PCs and Microsoft Tablet Devices to you.

We are holding a 10 day standstill period for this Further Competition, therefore you are strongly advised not to incur any expense or enter into any binding arrangements during this pre-contract period.

You are requested not to make any press announcements regarding the award of this Further Competition until the contract has been signed by both parties.

A copy of the completed Contract will be forwarded to you shortly for your signature and return.

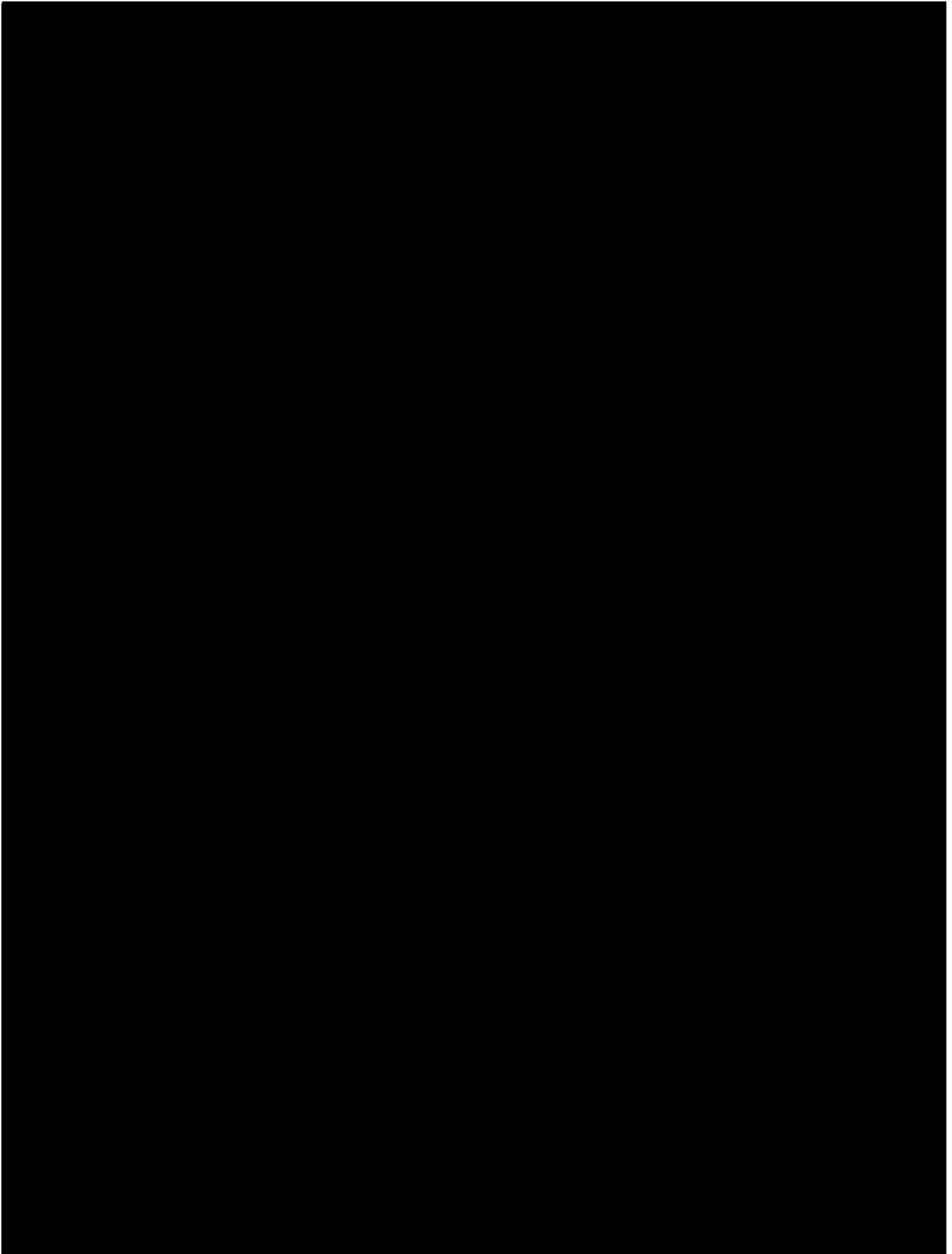
For your information, please also find attached a Debrief Report which sets out the scores achieved by your company during the evaluation.



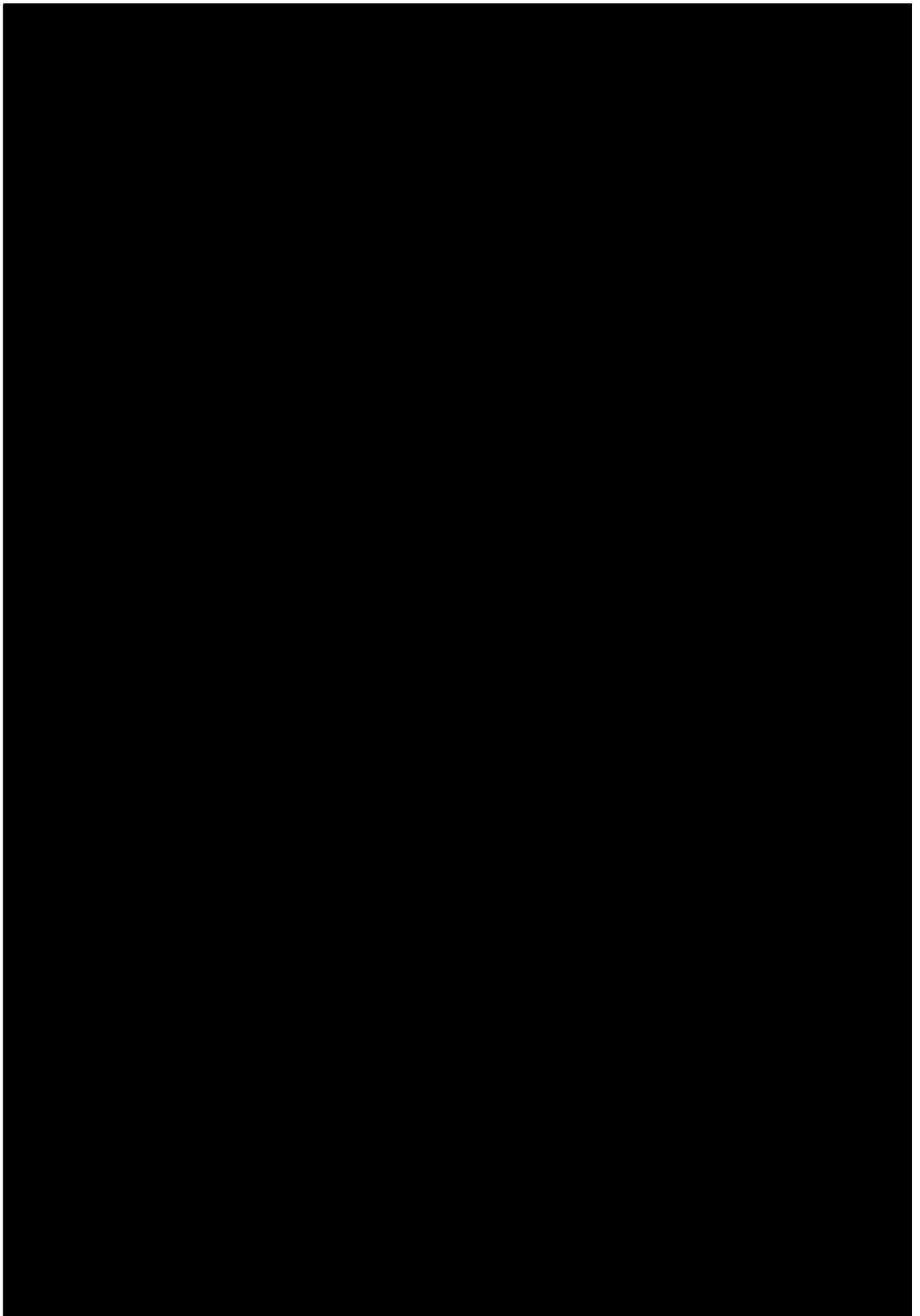
Head of HR
Shropshire Council

ICT Service Desk Team Leader
Shropshire Council

commercial info



commercial info



commercial info

