



# G-Cloud 11 Invitation to Tender (the ‘Invitation to Apply’ on Digital Marketplace) - incorporating Terms of Participation and Compliance Obligations

## Contents

1. Introduction	2
2. Framework Agreement and Call-Off Contract	3
3. Requirements and lot structure	3
4. Procurement timetable	4
5. Terms of Participation in this procurement	4
6. Completing and submitting the Application	9
7. Contracting arrangement (subcontracts and consortia)	10
8. Questions and clarifications	11
9. Overview of the evaluation process	12
10. Evaluation of the Supplier Declaration and service questions	12
11. Final decision to award	14
12. Glossary	14

The following documents are made available to Applicants of this procurement on the Digital Marketplace:

- Framework Agreement
- Call-Off Contract
- Framework Schedule 1 - MI Reporting template

- Rate card template
- Supplier Declaration

# 1. Introduction

- 1.2 The Crown Commercial Service (CCS), a trading fund of the Cabinet Office, is managing this procurement. In this instance, 'the Authority' is CCS. Its office is on the 9th floor, The Capital, Old Hall Street, Liverpool, L3 9PP.
- 1.3 Organisations participating in this procurement are referred to as 'Applicants'. The Applicant may be referred to as 'you'. Successful Applicants will become 'Suppliers'. 'Application' means the Applicant's formal draft response to the 'Invitation to Tender'. The Invitation to Tender is made up of this document and the additional documents mentioned above. It incorporates the Terms of Participation (section 5 of this document) and all related documents published by CCS in relation to this procurement.
- 1.4 This procurement will establish a multi-supplier, pan-government Framework for the purchase of cloud-based IT services (the 'Services') by a Buyer. Please see section 2 of the draft Framework Agreement for more information. Applicants who win a place on the Framework must enter into a Framework Agreement.
- 1.5 This Invitation to Tender contains the information that Applicants need to submit a compliant Application. Please see Schedule 3 (Glossary and interpretations) of the Framework Agreement for the definition of terms used in this Invitation to Tender.
- 1.6 Please read the information and instructions carefully, specifically section 6 of this document (Completing and submitting the Application), as non-compliance may result in disqualification.
- 1.7 Applicants should read the guidance in section 7 of this document (Contracting arrangement (subcontracts and consortia)) if you're:
- a member of a consortium or a Special Purpose Vehicle
  - using sub-contractors
- 1.8 CCS is using the Digital Marketplace to manage this procurement. No paper documents will be issued and all communications (including the submission of Applications) will be through the Digital Marketplace. So that all communications relating to this procurement are received, you must ensure that the point of contact you nominate in the Digital Marketplace is accurate at all times. CCS will not be obliged to contact anyone else.
- 1.9 The Supplier Declaration contains the selection and award questions for this procurement. It must be completed on the Digital Marketplace.
- 1.10 You can ask questions or request clarification about this procurement. Please read all the information in this Invitation to Tender and the additional documents thoroughly so that questions or clarifications are not raised unnecessarily. For further guidance, see section 8 of this document (Questions and clarifications).
- 1.11 The following areas are out of scope for G-Cloud:
- Services that aren't cloud-related
  - recruitment or contractor (contingent labour) Services or Services that are inside IR35
  - 'colocation' Services, for example space the buyer rents from a Supplier's data centre

- hardware
- bespoke design or development

1.12 CCS is managing this procurement in accordance with:

- its general obligations under the Public Contracts Regulations 2015 (the 'Regulations')
- the Open Procedure (Regulation 27)
- the requirements relating to Framework Agreements (Regulation 33)

## 2. Framework Agreement and Call-Off Contract

- 2.1 The Framework Agreement will enable Buyers, including CCS, to place orders with Suppliers for their Services via Call-Off Contracts as defined within the Framework Agreement (Section 3 - How services will be bought).
- 2.2 The draft Framework Agreement and template Call-Off Contract terms and conditions template are available from the G-Cloud 11 area of your Digital Marketplace account.
- 2.3 The Framework Agreement and Call-Off Contract terms are non-negotiable. However, you may request clarification of the terms throughout the clarification period (see section 8 of this document (Questions and clarifications)).
- 2.4 If you are awarded a place on the Framework, we will use the information you have provided in your bid to personalise your Framework Agreement. Each successful bidder will have their own Framework Agreement, which will be signed by both parties.
- 2.5 CCS will manage the overall performance of the Framework Agreement Suppliers. If you are awarded a Framework Agreement you will need to send us Management Information every month. We will use this Management Information to calculate the Management Charge you must pay us for sales made through the Framework. The percentage Management Charge is stated in the Framework Agreement at Section 6 – What you report to CCS.
- 2.6 Being awarded a Framework Agreement does not offer an exclusive right to supply, or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.7 The call-off procedure is set out in the Framework Agreement (Section 3 - How services will be bought).
- 2.8 All orders placed by Buyers will be subject to the terms and conditions of the Call-Off Contract and any special Buyer terms set out in the Order Form.
- 2.9 The Buyer will manage the Supplier's day-to-day performance under the Call-Off Contract.

## 3. Requirements and lot structure

- 3.1 A detailed description of the Services that a Framework Agreement Supplier will supply is set out in the Framework Agreement (Section 2 - Services offered) and in the OJEU Contract Notice. The OJEU Contract Notice is published at: <http://ted.europa.eu/TED/main/HomePage.do>
- 3.2 The Services covered by this procurement are divided into 3 Lots:
  - Lot 1: Cloud hosting
  - Lot 2: Cloud software

- Lot 3: Cloud support

- 3.3 The Framework Agreement includes the full descriptions of the Lots.
- 3.4 There will be no limit to the number of Suppliers admitted to each Lot on the Framework.
- 3.5 Details of the potential value of Call-Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.

## 4. Procurement timetable

- 4.1 The anticipated timetable for this procurement is below. It may change.
- 4.2 Applicants will be informed of date changes through the Digital Marketplace. Any date changes will be made in accordance with the Regulations.

Date 2019	Activity
Thursday 21st March	Despatch of the OJEU Contract Notice
Monday 25th March	G-Cloud 11 opens for Applications on the Digital Marketplace
Monday 25th March	Clarification period starts
Tuesday 30th April	Clarification period closes at 5pm BST (This is known as the 'Application Clarifications Deadline')
Wednesday 8th May	Deadline for the publication of responses to Application clarification questions at 5pm BST
Wednesday 15th May	Deadline for submission of Applications to CCS at 5pm BST (This is known as the 'Application Submission Deadline')
Thursday 20th June	Intention to award notification issued to successful and unsuccessful Applicants
Friday 21st June to Monday 1st July	10-day standstill period (in accordance with Regulation 87)
Tuesday 2nd July	Expected start date for Framework Agreement(s)

## 5. Terms of Participation in this procurement

- 5.1 The Terms of Participation (namely the underlying rules of the competition) below regulate the conduct of all Applicants throughout the procurement. By participating in this procurement, the Applicant acknowledges and agrees to comply with the provisions of this paragraph 5.

### Conduct

- 5.2 Applicants will abide by the terms set out in this Invitation to Tender and ensure all of their staff, contractors and consortium members do the same.

## Contact and canvassing

- 5.3 Applicants will agree not to canvass any government agent or attempt to obtain non-public information regarding the procurement. Any attempt will result in disqualification from this procurement. Applicants will agree to contact CCS regarding this procurement only using the method specified in this procurement.

## Collusive behaviour

- 5.4 The Applicant's staff and contractors as well as any consortium members will not do any of the following:

- fix or adjust any element of the response
- share the prices, or information which would enable the approximate prices to be calculated, with anybody other than CCS
- enter into any arrangement with any person, so that person refrains from submitting a response
- disclose any information relating to a response
- agree payment or inducement to anybody

(Except where communication takes place with other Applicants who are participants in the response (for example subcontractors and consortium members), or where disclosure is made in confidence to obtain necessary information or security for the response).

Breaches of the above may disqualify the Applicant from the procurement.

## Right to verify information

- 5.5 CCS may:

- ask the Applicant, their subcontractor(s) or consortium member(s), to prove the accuracy of their Application
- seek independent assistance to validate the Application or to help its evaluation
- conduct site visits of any premises indicated by the Applicant to be used in connection with the Services or, if the Buyer agrees, make available to the Buyer a current site audit report
- require them to clarify aspects of their Application and provide additional information. Failure to respond adequately may result in elimination from this procurement

## Right to cancel or vary the procurement

- 5.6 We reserve the right to:

- waive or change the requirements of this ITT pack from time to time without notice
- verify information, seek clarification, or require evidence or further information in respect of your bid
- withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
- choose not to award any Framework Agreement(s) or lot(s) as a result of the competition
- choose to award different lots at different times
- make any changes to the timetable, structure or content of the competition

- carry out the evaluation stages (selection and award stages) of this procurement concurrently
- exclude you if:
  - you submit a non-compliant bid
  - your bid contains false or misleading information
  - you fail to tell us of any change in the contracting arrangements between bid submission and contract award
  - the change in the contracting arrangements would result in a breach of procurement law
  - for any other reason set out elsewhere in this ITT pack
  - for any reason set out in the Regulations

The Applicant acknowledges that CCS is not obliged to accept any response or conclude a Framework Agreement with any Applicant.

## **Right to disqualify or exclude**

5.7 CCS may exclude or disqualify a response from this procurement if an Applicant fails to provide them with:

- the information requested
- a full response to any question
- documentation referred to in a response
- a response within a specified timescale

5.8 CCS may exclude an Applicant from this procurement if:

- the Applicant fails to fully comply with the requirements
- it becomes aware that the Applicant has breached these Terms of Participation
- it becomes aware of a misrepresentation in an Applicant's response

5.9 If CCS excludes or disqualifies an Applicant under these Terms of Participation or any procurement documentation it may:

- disqualify only the affected response and allow the Applicant to participate as a consortium member or subcontractor in another response
- exclude the Applicant from any involvement in this procurement in its own name or as a subcontractor or consortium member in another response

5.10 CCS may exclude an Applicant from this procurement where there is a change in identity, control, financial standing or other factor impacting on the procurement process, which would affect CCS's evaluation of the Applicant's response.

## Status of the procurement documentation

- 5.11 No information in the documentation, or in any communication made between CCS and the Applicant, constitutes a contract or an agreement, nor does it mean that a Framework Agreement will be awarded.
- 5.12 CCS will not be committed to any course of action as a result of:
- issuing documentation relating to the procurement
  - communicating with Applicants or their representatives in respect of this procurement
  - any communications between Applicants, CCS or any relevant government agent about this procurement
- 5.13 The procurement documentation has been prepared in good faith but does not claim to be a comprehensive statement of all matters.
- 5.14 Neither CCS nor its advisors, directors, officers, members, employees or other staff or agents:
- accept any liability or responsibility for the accuracy or completeness of the procurement documentation
  - make any representation or warranty, express or implied, with respect to the information the procurement documentation contains nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication
- 5.15 The Applicant will form its own conclusions and make an independent assessment of the Framework Agreement and Call-Off Contract requirements. It can and should seek its own financial and legal advice about the methods and resources needed to meet CCS's requirements.
- 5.16 The Applicant is responsible at its own expense, for obtaining all information required to prepare its response.

## Concluding the Framework Agreement

- 5.17 If its Application is successful, the Applicant must sign the final Framework Agreement within 10 calendar days of receipt of the Framework Agreement following award. CCS reserves the right to exclude the Applicant from this Procurement if the Applicant does not meet this timescale.

### Costs

- 5.18 CCS will not reimburse any costs incurred by the Applicant in connection with this procurement.

## Confidentiality

- 5.19 Public distribution.
- 5.19.1 The content of this procurement is being made available on the conditions that any Applicant:
- treats it as confidential at all times, unless it is already in the public domain
  - only uses the contents for the purposes of preparing a response (or deciding whether to respond) and
  - does not undertake any promotional activity related to this procurement
- 5.19.2 An Applicant may disclose any information to its advisers, subcontractors, consortium members or to any other person provided that:

- this is done for the sole purpose of enabling the Applicant to submit a response and the person receiving the information states, in writing, that they will keep the information confidential on the same terms imposed by these Terms of Participation
- it obtains CCS's prior written consent in relation to such disclosure or distribution of information
- the sole purpose is to obtain legal advice from external lawyers in relation to the procurement
- the Applicant is legally required to make such a disclosure
- the information has been published in accordance with the Freedom of Information Act 2000 (FoIA) clause and Transparency as set out in paragraph 5.23

5.19.3 CCS may disclose information submitted by Applicants during the procurement to other parts of government listed in paragraph V1.3 of the OJEU Contract Notice.

## **Reporting**

- 5.20 All central government departments, their executive agencies and non-departmental public bodies are subject to control and reporting within government.
- 5.21 For these reporting purposes, CCS may disclose within government any of the Applicant's information (including confidential and commercially sensitive information) submitted by the Applicant. Applicants taking part in this competition consent to these terms as part of the competition process.

## **Freedom of Information Act**

- 5.22 In accordance with the Freedom of Information Act ('FoIA') and the Environmental Information Regulations 2004 (EIR), all information submitted to CCS may be disclosed in response to a request for information made under the FoIA and the EIR. See Section 8.18 to 8.27 of the Framework Agreement for more information.

## **Transparency**

- 5.23 In accordance with the government's policy on transparency, CCS reserves the right to make all or part of the information (including the Framework Agreement and Call-Off Contract) publicly available (subject to any redactions made at the discretion of CCS by considering and applying relevant exemptions under the FoIA). See Section 7 of the Framework Agreement for more information.

## **Intellectual Property Rights**

- 5.24 All documentation issued will remain the property of CCS and will be used by the Applicant for the purposes of this procurement only.
- 5.25 The Applicant allows CCS to amend and reproduce any intellectual property contained within the response for the purposes of complying with the law and any government guidance, and carrying out CCS's business activities. This licence also allows CCS to sublicense the use of the response to its advisers, subcontractors or other Buyers for the same purposes.

## **No inducement or incentive**

- 5.26 Nothing contained within the documentation will constitute an incentive to an Applicant to submit a response or enter into the Framework Agreement or any other contractual agreement.



## Law and jurisdiction

- 5.27 Any dispute relating to this procurement will be governed by and interpreted in accordance with the laws of England and Wales.

## 6. Completing and submitting the Application

- 6.1 CCS uses the Digital Marketplace to provide governance around the procurement process. Your response will be managed through this website. Please remember that:
- you must register on to the Digital Marketplace to be able to submit a fully compliant Application
  - it's your responsibility to ensure that you've submitted a fully compliant Application
  - you should ensure that you are using the latest versions of this document and its attachments
  - any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be unable to proceed further in this procurement
  - you should allow plenty of time to enter responses on the Digital Marketplace
  - all answers must be provided in the English language
- 6.2 For technical guidance on how to complete questions and bid fields, and how to upload requested attachments, please see <https://www.gov.uk/guidance/g-cloud-suppliers-guide#how-to-apply>.

### Additional materials

- 6.3 You must ensure that:
- no additional attachments are submitted with an Application unless specifically requested by CCS
  - any additional documents requested by CCS are submitted in the format requested

### Deadline for Applications

- 6.4 All Applications must be received by CCS by the Application Submission Deadline (see the Procurement timetable in section 4 of this Invitation to Tender).
- 6.5 Applications received after the Application Submission Deadline may be rejected by CCS. The decision whether to reject an Application received after the Application Submission Deadline is made at CCS's discretion.

### Uploading and submitting an Application

- 6.6 You are responsible for ensuring that your Application has been successfully completed and submitted on the Digital Marketplace before the Application Submission Deadline.
- 6.7 All Applications must be submitted to CCS using the Digital Marketplace. Applications submitted by any other means will not be accepted.
- 6.8 Elements of an Application may be edited and submitted at any time before the Application Submission Deadline using the Digital Marketplace. Guidance is available here: <https://www.gov.uk/guidance/g-cloud-suppliers-guide#how-to-apply>

- 6.9 You may modify your Application at any time before the Application Submission Deadline. On the Application Submission Deadline, you must ensure that you've submitted all responses as requested through the Digital Marketplace. Applications cannot be modified after the Application Submission Deadline.
- 6.10 Your Application must remain valid and capable of acceptance by CCS for a period of 120 days following the Application Submission Deadline.

### **Specific issues**

- 6.11 Subject to commercial confidentiality, CCS may compare and even share an Applicant's information with another Applicant for the purposes of ensuring compliance with the Terms of Participation.
- 6.12 On 2 April 2014, the government introduced the Government Security Classifications (GSC) scheme to replace the Government Protective Marking System (GPMS). All Applicants should make themselves aware of the changes and identify any potential impacts in their Application. The protective marking and applicable protection of any material passed to, or generated by, you during the Application process or after any related contract awarded to you will be subject to the new GSC. GOV.UK provides information on the new GSC at:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 6.13 CCS reserves the right to amend any terms or conditions of the draft Framework Agreement and template Call-Off Contract (including the Order Form) accompanying this Invitation to Tender to reflect any changes subsequently introduced by the GSC.

## **7. Contracting arrangement (subcontracts and consortia)**

- 7.1 Your Application must convey an accurate picture of how CCS's minimum requirements for legal, economic and technical capacity, as set out in the Supplier Declaration, will be satisfied.
- 7.2 Your Application must be completed in the name of the legal entity that will ultimately enter into a Framework Agreement with CCS.
- 7.3 In addition the Company Registration Number and D-U-N-S number combination provided in the Applicant's Supplier Declaration must relate to the same organisation and that organisation must be the legal entity that will ultimately enter into a Framework Agreement.
- 7.4 With the exception of subcontractors no organisation other than the Applicant will be able to provide Services through the Framework Agreement.
- 7.5 Applications from economic operators collaborating as a consortium or subcontracting elements are welcome. Where this is the case, the guidance set out in the following paragraph must be followed.

### **Subcontracting proposals**

- 7.6 You must inform CCS in your Application if you need to rely on the capability or experience of one or more subcontractors in your Application to demonstrate your ability to provide the Framework Agreement services. Any Applicant using this approach should indicate that it is a 'prime contractor' for the purposes of responding to the relevant question(s).
- 7.7 CCS only requires an Applicant to disclose those subcontractors who directly contribute to the Applicant's ability to meet its obligations under the Framework Agreement (including under any Call-Off Contract). There is no need to specify the use of subcontractors providing general services to the Applicant that indirectly enable the Applicant to perform the Framework Agreement, for example window cleaners, lawyers, desktop software providers etc. For

example, if CCS requires a supplier to hold a particular licence, the Applicant may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its subcontractor 'XYZ Co'.

## **Consortium proposals**

- 7.8 If a Group of Economic Operators want to act jointly to provide the Services they may do so:
- with all parties signing the Framework Agreement and assuming joint responsibility for performance (including any Call-Off Contract). Please note that in accordance with Regulation 19 CCS may require the consortium to form a single legal entity for the purpose of concluding the Framework Agreement
  - using a separate entity that might be referred to as a Special Purpose Vehicle (SPV) that will ultimately enter into a Framework Agreement with CCS. Please note that if the SPV does not yet exist, has a limited trading history or relies entirely on the group for its funding, it is likely that the consortium members will need to nominate a guarantor for the SPV's performance of the Framework Agreement
- 7.9 The consortium should nominate a lead contact to lead the bidding process. The lead contact is the member of the consortium who is authorised, in writing, by each of the other members of that consortium to provide the responses to this procurement. If the SPV exists, then the lead contact should lead and complete the Application as the SPV in its name. If the SPV does not yet exist or the consortium plans to collaborate on a joint basis, then the consortium should nominate a lead contact to complete the Application on behalf of all the consortium members.
- 7.10 The Applicant must inform CCS in its Application if it relies on the capability or experience of one or more consortium members to demonstrate the consortium's ability to provide the services in accordance with the requirements of the Invitation to Tender and the Framework Agreement.
- 7.11 An Applicant's Application must clearly identify in response to any question, when it is relying on another consortium member. It must provide the name of the particular consortium member and explain the consortium member's capability and experience as the context of the question requires.

## **Queries**

- 7.12 If you have any queries on section 7 of this Invitation to Tender, or any other part of this Invitation to Tender, please use the procedures outlined in section 8 of this document.

## **Changes to the contracting arrangements**

- 7.13 CCS recognises that consortia and subcontracting arrangements may be subject to change. Your Application should reflect your expected consortia or subcontracting arrangements at the time of Application. You must notify CCS of any change in relation to these arrangements at the earliest opportunity. CCS will make a further assessment of the Application by applying the selection criteria to the new information provided. Any consortia and subcontracting changes made once on the Framework will be dealt with in accordance with the relevant clause within the Framework Agreement.

# **8. Questions and clarifications**

- 8.1 You may raise questions regarding this procurement at any time before the Application Clarifications Deadline (see the procurement timetable in section 4 of this document). Questions must be submitted using your account on the Digital Marketplace.

- 8.2 All communication between Suppliers and CCS must take place through the Digital Marketplace. CCS will not respond to questions individually.
- 8.3 The clarification questions will be answered on the G-Cloud 11 updates page so that all registered Suppliers can see them.
- 8.4 Those who have registered interest will be notified when new clarification questions and answers have been published on the Digital Marketplace.
- 8.5 Responses to questions will not identify the source of the question and will be answered in batches, rather than one at a time, with updates appearing at regular intervals. CCS will try to publish responses to all outstanding questions at the end of the clarification period, within 7 calendar days after the Application Clarifications Deadline.
- 8.6 If you want to ask a question or seek clarification without CCS revealing the question and the answer on the Digital Marketplace, then you must notify CCS and provide your justification for withholding the question and its response. If CCS does not consider that there is sufficient justification for withholding the question and the corresponding response, CCS will ask you to decide whether:
- the question and the response should be published
  - you want to withdraw the question
- 8.7 CCS may contact you during the procurement and post-award with information, or with directions which require your action.
- 8.8 You are responsible for monitoring the G-Cloud 11 updates page on the Digital Marketplace for any responses to questions, general clarifications or other information issued by CCS. Answers to clarification questions may contain important information that may affect how you complete your Application.

## 9. Overview of the evaluation process

- 9.1 The process by which CCS will assess your Application is detailed in paragraphs 10 and 11 below.
- 9.2 The evaluation process is divided into the following stages, which CCS may decide to run concurrently:
- Qualification Stage evaluation (compliance and validation) - CCS will check your Application to ensure it is compliant with the Invitation to Tender and that your responses are valid. CCS may exclude non-compliant Applications from this procurement
  - Selection and Award - CCS will address both of these aspects in its assessment of your response to the Supplier Declaration and Service Essentials. CCS will exclude applications that do not meet the requirements as explained in the Supplier Declaration.

## 10. Evaluation of the Supplier Declaration and service questions

- 10.1 The information submitted in your responses to the Supplier Declaration questions will enable CCS to consider your technical and professional ability. If you fail to respond fully and accurately, your Application may be deemed non-compliant. CCS reserves the right to exclude non-compliant Applications from this procurement. A Buyer may undertake financial due diligence immediately before entering into a Call-Off Contract.

- 10.2 Applicants who do not meet the ‘pass’ evaluation criteria in the Supplier Declaration, or who do not submit any Services in accordance with this Invitation to Tender, will be excluded from the procurement. They will be notified accordingly. Details of how the questions will be evaluated are explained at 10.6-10.10 of this document.
- 10.3 CCS reserves the right to review the information you provide in your Supplier Declaration and service questions. The process of checking information submitted is called ‘Assurance’. Assurance will be undertaken as soon as reasonably practical following the award of the Framework Agreement. In line with the Assurance verification process, CCS will review the Supplier's submitted information to verify any claims made by the Supplier in their response to the Invitation to Tender.
- 10.4 Post-award, CCS reserves the right to conduct the Assurance process on all successful available Services, ie the Services for which a Supplier is awarded a Framework Agreement. This applies to all Services on this Framework Agreement and will cover the following aspects of a service:
- functional, non-functional and service management
  - commercial
  - compliance with the scope and terms of the Framework Agreement (including definitions)
  - compliance with the Government Security Classification
- 10.5 If a service is found to fail the Assurance process, the Supplier will be notified and be given the opportunity to rectify the non-compliant aspect of the Service. If the Supplier fails to meet this requirement, the Service will be suspended from the Digital Marketplace.

## Supplier Declaration

- 10.6 ‘Providing suitable services’, ‘What it means to be on G-Cloud 11’, ‘Working with government’, ‘How you apply’ and ‘Application accuracy’ questions
- 10.6.1 Applicants must answer all questions in these sections.
- 10.6.2 If an Applicant cannot answer ‘yes’ to every question, its Application will be rejected and it will be disqualified from further participation in this procurement.
- 10.7 ‘Grounds for mandatory exclusion’ and ‘Grounds for discretionary exclusion’ questions
- 10.7.1 In certain circumstances, CCS is required by the Regulations to exclude an Applicant from participating in this procurement. If an Applicant cannot answer ‘no’ to every statement in questions 12-16 (Grounds for mandatory exclusion) its Application will, save in exceptional circumstances, be rejected and disqualified from further participation in this procurement.
- 10.7.2 CCS is entitled (in its sole discretion) to exclude an Applicant from further participation in this procurement if an Applicant cannot answer ‘no’ to any of the statements in response to questions 17-29 and 30-31 (Grounds for discretionary exclusion). If an Applicant cannot answer ‘no’ to every statement, it is possible that its Application will be rejected and disqualified from further participation in this procurement.
- 10.8 ‘Requirements under Modern Slavery Act 2015’
- 10.8.1 Applicants must answer all questions in this section.

10.8.2 If your organization has an annual turnover of £36m or more, you must comply with the annual reporting requirements of Section 54 of the Modern Slavery Act (2015) and provide a slavery and human trafficking statement. If an Applicant does not comply, its Application will be rejected and it will be disqualified from further participation in this procurement.

## 10.9 Self-cleaning

10.9.1 If an Applicant provides sufficient evidence that it has taken remedial action subsequently that effectively 'self-cleans' the situation, CCS could decide that the Applicant will not be excluded from this procurement.

10.9.2 As a minimum, you will have to demonstrate that you have:

10.9.3 paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct

10.9.4 clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities

10.9.5 taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct

10.9.6 The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

## Service questions

10.10 Applicants must answer all non-optional questions for each service in the Lots they are applying for. Once all the questions are answered for each service, the service must be marked as complete.

# 11. Final decision to award

11.1 Following evaluation of Applications in accordance with the evaluation process set out in this Invitation to Tender, those Applicants who have submitted Applications which meet the criteria set out in the Supplier Declaration and who have submitted at least one service in accordance with the instructions in this Invitation to Tender will be awarded a Framework Agreement.

11.2 CCS will inform all Applicants via the Digital Marketplace of its intention to award a Framework Agreement.

11.3 Following a 10-day Standstill Period and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded to the successful Applicants (see Section 4).

11.4 The term of the Standstill Period is set out in Regulation 87 (2). In summary, it is the 10 calendar days after CCS (in this instance by electronic means) sends its decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which CCS must not conclude the Framework Agreement with the successful Supplier(s). Unsuccessful Applicants can raise any questions with CCS that relate to the decision to award before the Framework Agreement is concluded. CCS cannot advise unsuccessful Applicants on the steps they should take.

11.5 The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent).

# 12. Glossary

12.1 The defined terms within the Framework Agreement apply to this Invitation to Tender.