

# Invitation to Tender

# Attachment 1: About the framework

# RM1557.12 G-Cloud 12

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### Welcome

The Crown Commercial Service (CCS) invites you to bid in this competition for RM1557.12 G-Cloud. The Invitation to Tender (**ITT**) pack is in 2 main parts:

**Attachment 1: About the framework** (this document) – what the opportunity is, who can bid, the timelines for this competition, how to ask questions.

Plus:

* the competition rules and obligations and rights between you and us
* how the contract works – what a framework is and what’s in a Framework Agreement

**Attachment 2: How to bid** – guidance on how to submit your bid, how we will assess your bid, what is the process at intention to award and the Framework Agreement award stage.

You must use Digital Marketplace to submit your bid:

<https://www.digitalmarketplace.service.gov.uk/>

There are also the following 7 additional attachments to this ITT pack:

**Attachment 3:** **Frequently Asked Questions** – you do not need to submit this as part of your Bid. This document contains a list of questions and answers relating to our competitions that may be helpful to you.

**Attachment 4: Management Information**

**Attachment 5: SFIA Rate Card**

**Attachment 6: Framework Agreement**

**Attachment 7: Framework Agreement Key Changes from G-Cloud 11 –** you do not need to submit this as part of your Bid.

**Attachment 8: Call-Off Contract**

**Attachment 9: Call-Off Contract Key Changes from G-Cloud 11–** you do not need to submit this as part of your Bid.

Make sure you **read all the attachments, and the contract documents** which can be found on the [CCS website](https://www.crowncommercial.gov.uk/agreements/RM1557.12). The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything isn’t clear, see paragraph 6. ‘When and how to ask questions’.

Please read the guidance for help using the digital marketplace and instructions on how to submit a compliant bid: <https://www.gov.uk/guidance/digital-marketplace-suppliers-guide>

1. What you need to know
	1. What ’we’ and ‘you’ means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service (the Authority);

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition also referred to as bidder or applicant.

We are a central purchasing body that procures common goods and services for buyers including central government departments and the wider public sector.

* 1. Who are ‘buyers’?

Buyers are the organisations named in the published contract notice as those able to place call-off orders for the deliverables via this framework. They will do this in line with the award criteria to be applied for the award of Call-Off Contracts for G-Cloud Services set out in Section 3 (How services will be bought) (G-Cloud 12 Framework Agreement (Version 1.0)).

* 1. What is a ‘lot’?

A lot is sub-division of the deliverables which are the subject of this competition as described in the published contract notice.

* 1. What do we mean by ‘deliverables’?

Deliverables are the goods and/or services that will be provided under this Framework Agreement as set out in Call-Off Contract Schedule 1 (Services).

* 1. Who are ‘key subcontractors’?

Key subcontractors are any other person other than you who under this Framework Agreement will:

* be relied on to deliver any of the deliverables under this Framework Agreement in their entirety (or any part of them)
* provide the facilities or services necessary for the provision of the deliverables (or any part of them)
* be responsible for the management, direction or control of the provision of the deliverables (or any part of them)
	1. Please note we do not require all subcontractors to be named in your bid, we only want to know about key subcontractors who directly contribute to your ability to provide the deliverables under the framework and any call-off contracts. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you provide the deliverables under the framework.

Successful bidders or applicants will become suppliers.

* 1. The Public Contracts Regulations 2015

The Public Contracts Regulations 2015 (“the Regulations) regulate how we procure. This means that we and you have follow processes that are fair, transparent and equitable for all bidders/applicants.

* 1. Government Security Classifications (GSC)

On 2 April 2014 the Government introduced its Government Security Classifications (GSC) classification scheme to replace the current Government Protective Marking System (GPMS). A key aspect of this was the reduction in the number of security classifications used.

You are encouraged to make yourself aware of the changes and identify any potential impacts in your Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during this competition, or pursuant to any Contract awarded to you as a result of this competition, will be subject to the GSC from 02/04/2014. The link below to the GOV.UK website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

1. The opportunity

Crown Commercial Service as the Contracting Authority is putting in place a Framework Agreement for use by UK public sector bodies identified at VI.3 (and any future successors to these organisations), which include Central Government Departments and their Arm’s Length Bodies and Agencies, Non-Departmental Public Bodies, NHS bodies, Local Authorities and Universities.

The maximum initial duration of any Call-Off Contract that may be placed by an eligible Contracting Authorities is 24 months with two extensions allowed, each of up to 12 months.

G-Cloud services, available via the Digital Marketplace, will require frequent procurement refreshes to bring on new suppliers and services. New iterations of this framework are being considered at a frequency of 12 months depending on demand and/or availability of new services as the IT Cloud market develops.

### Lot 1: Cloud hosting

Cloud hosting Services must be cloud platform or infrastructure Services that can help buyers do at least one of:

* deploy, manage and run software
* provision and use processing, storage or networking resources

### Lot 2: Cloud software

Cloud software Services must be applications that are accessed over the internet and hosted in the cloud.

### Lot 3: Cloud support

Cloud support Services must help buyers set up and maintain their cloud software or hosting Services.

A full description of the lots can be found in the OJEU:

<https://ted.europa.eu/udl?uri=TED:NOTICE:107620-2020:TEXT:EN:HTML&src=0>

1. What a framework is

A framework, with one or more suppliers, sets out terms that allow buyers to make specific purchases (‘call-offs’) during the life of the framework. This competition is for a multi supplier framework.

If you are a successful bidder/applicant, we will use the information you have provided in your bid, including the services you have upload as part of your bid. This will include the following documents to personalise your framework agreement:

* Pricing
* Service Definitions
* Terms and Conditions
* SFIA Rate Card
* Modern Slavery

Each successful bidder/applicant will have their own Framework Agreement, which will be signed by you and us. The framework will be managed by you and us.

Buyers can then use the framework to make call-offs. Each call-off contract will be signed and managed by you and the buyer.

The estimated value of call-off contracts that may be placed under this framework is set out in the OJEU contract notice. There may be multiple call off agreements under one framework.

We cannot guarantee any business through this framework.

How the framework is structured

The framework will be established for 12 months with the option for us to extend for 12 months

This framework will have 3 lots:

* Lot 1: Cloud hosting
* Lot 2: Cloud software
* Lot 3: Cloud support

You can bid for all lots and there is not a limit on number of successful suppliers for each lot.

The number of suppliers to be awarded a Framework Agreement for each lot is:

* Lot 1: unlimited
* Lot 2: unlimited
* Lot 3: unlimited

1. Who can bid

We are running this competition using the ‘open procedure’. This means that anyone can submit a bid in response to the published contract notice.

The contract notice can be found on Tenders Electronic Daily (TED) and our website <https://www.gov.uk/guidance/digital-marketplace-suppliers-guide>

You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:

* work with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium
* bid with named key subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium

We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

1. Timelines for the competition

These are our intended timelines. We will try to achieve these however, for a range of reasons, dates can change. We will tell you if and when timelines change:

|  |  |
| --- | --- |
| Start date (this is the date we submitted the contract notice to be published) | 28 February 2020 |
| Publication date (this is the date the ITT pack will be published) | 3 March 2020 |
| Application clarification deadline | 17:00BST 1 July 2020 |
| Deadline for our responses to clarification questions | 17:00BST 13 July 2020 |
| Application submission deadline | 17:00BST 20 July 2020 |
| Compliance (refer to Attachment 2 How to Bid) | 27 July 2020 to 11 August 2020 |
| Issue of intention to award notices to successful and unsuccessful bidders or applications | 1 September 2020 |
| End of mandatory standstill period | midnight at the end of 14 September 2020 |
| Award of Framework Agreements  | 15 September 2020 |
| Framework start date | 28 September 2020 |

1. When and how to ask questions

We hope everything is clear after you have this ITT pack (including the attachments).

If you have any questions you need to ask them as soon as possible after the contract notice is published. This is because we have set a deadline for submitting questions - the clarification questions deadline.

You need to send your questions to us through the Digital Marketplace <https://www.gov.uk/guidance/digital-marketplace-suppliers-guide>. This is the only way we can communicate with bidders/applicants. Try to ensure your question is specific and clear. Do not include your identity in the question. This is because we publish all the questions and our responses, to all bidders/applicants.

If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.

Remember that you can ask us questions about the Framework Agreement and call-off contract but please do not attempt to ‘negotiate’ the terms. All framework awards will be made under identical terms.

1. Management information and management charge

If you are awarded a Framework Agreement you will need to send to us management information every month. We will use this information to calculate the management charges you must pay us for sales made through the framework. See Section 6 (G-Cloud 12 Framework Agreement (Version 1)): Supplier’s reporting obligations to CCS

The percentage management charge is 0.75% as stated in the G-Cloud 12 Framework Agreement (Version 1.0) Section 6 paragraph 6.2.

The MI reporting template (Attachment 4 of the ITT Pack) is at:

<https://www.digitalmarketplace.service.gov.uk/>

You need to be logged in to the Digital Marketplace to see it.

1. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

We don’t think TUPE will apply to this procurement at **framework** level because:

* no services are provided to CCS under the any existing Framework Agreement or arrangements that this framework will replace

We encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.

We think that TUPE may apply to **call-off contracts** because:

* services which are fundamentally the same as what we need under this procurement are currently being provided either in-house or by a supplier
* there are organised groupings of employees delivering services
* the responsibility for delivering those or comparable services will transfer to the supplier who is awarded the call-off contract

Again, we encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.

You can see the provisions we make and the indemnities which will be given if TUPE is to apply under a call-off contract in Call-Off Part B Terms and Conditions Clause 29 The Employment Regulations (TUPE). No further indemnities will be provided.

We can’t provide information in respect of employees at this stage because it’s not available. It will be provided at call-off stage.

1. Competition rules

We run our competitions so that they are fair and transparent for all bidders/applicants. This section, sets out the rules of this competition. It needs to be read together with the ITT pack.

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9. 1. What you can expect from us

We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other central government bodies (and their related bodies). However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

* 1. What we expect from you

You must comply with these competition rules and the instructions in this ITT pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.

Your bid must remain valid for 120 days after the bid submission deadline.

You must submit your bid in English and through the Digital Marketplace <https://www.gov.uk/guidance/digital-marketplace-suppliers-guide>

* 1. Involvement in multiple bids

If you are connected with another bid for the same requirement, we may make further enquiries. For example, where you submit a bid:

* in your own name and as a key subcontractor and/or a member of a consortium connected with a separate bid
* in your own name which is similar to a separate bid from another bidder/ applicant within your group of companies

This is so we can be sure that your involvement does not cause:

* potential or actual conflicts of interest
* supplier capacity problems
* restrictions or distortions in competition

We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

* 1. Collusive behaviour

You must not, and you must make sure that your directors, employees, subcontractors, key subcontractors, advisors, companies within your group or members of your consortia do not:

* fix or adjust any part of your bid by agreement or arrangement with any other person, except where, getting quotes necessary for your bid or to get any necessary security
* communicate with any person other than us the value, price or rates set out in your bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person except where such communication is undertaken with persons who are also participants in your bid submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security
* enter into any agreement or arrangement with any other bidder or applicant, so that bidder/applicant does not submit a bid
* share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party)
* offer or agree to 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 its bid submission

If you do breach paragraph 9.4, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

We may require you to put in place any procedures or undertake any such action(s) that we in our sole discretion considers necessary to prevent or stop any collusive behaviour.

* 1. Contracting arrangements

Only you or, as applicable, your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the Framework Agreement.

* 1. Contracting arrangements for consortium

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

* 1. Bidder/applicants conduct and conflicts of interest

You must not attempt to influence the contract award process. For example, you must not directly or indirectly at any time:

* collude with other others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member or provider of finance
* canvass any Minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition
* try to obtain information from any of our staff or advisors about another bidder/ applicant or bid

You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

* 1. Confidentiality and freedom of information

You must keep the contents of this ITT pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. This obligation does not apply to anything you have to do to:

* submit a bid
* comply with a legal obligation
	1. Publicity

You must not make statements to the media regarding any bid or its contents. You are not allowed to publicise the outcome of the competition unless we have given you written consent.

* 1. Our rights

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. You MUST ensure you are regularly checking your messages to ensure you are able to respond to our clarifications
* 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 respond to any clarifications from us
	+ 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
	1. Consequences of misrepresentation

If a serious misrepresentation by you induces us to enter into a Framework Agreement with you, you may be:

* excluded from bidding for contracts for three years under regulation 57(8)(h)(i) of the Regulations
* sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967

If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

* 1. Bid costs

We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

* 1. Warnings and disclaimers

We will not be liable:

* where parts of the ITT pack are not accurate, adequate or complete
* for any written or verbal communications

You must carry out your own due diligence and rely on your own enquiries.

This ITT pack is not a commitment by us to enter into a contract.

* 1. Intellectual Property Rights

The ITT pack remains our property. You must use the ITT pack only for this competition.

You allow us to copy, amend and reproduce your bid so we can:

* run the competition
* comply with law and guidance
* carry out our business

Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

* 1. Government Security Classifications (GSC)

You allow us to amend any security related term or condition of the draft agreement accompanying this ITT to reflect any changes introduced by the Government Security Classifications (GSC) classifications scheme.

1. How the framework is structured

The Framework Agreement is made up of the following sections and Schedules:

Section 1: The Appointment

Section 2: Service offered

Section 3: How Services will be bought

Section 4: How Services will be delivered

Section 5: What happens if the Supplier fails to meet the terms of this Framework Agreement

Section 6: Supplier’s reporting obligations to CCS

Section 7: Transparency and access to records

Section 8: General governance

Schedule 1: MI reporting template

Schedule 2: Self audit certificate

Schedule 3: Glossary and interpretations

Schedule 4: Processing Data

1. How the Call-off is structured

The Call-Off Contract is made up of the following sections/schedules:

Part A: Order Form

Principal contact details

Call-Off Contract term

Buyer contractual details

Supplier’s information

Call-Off Contract charges and payment

Additional Buyer terms

Schedule 1: Services

Schedule 2: Call-Off Contract charges

Part B: Terms and conditions

1. Call-Off Contract start date and length

2. Incorporation of terms

3. Supply of services

4. Supplier staff

5. Due diligence

6. Business continuity and disaster recovery

7. Payment, VAT and Call-Off Contract charges

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

9. Insurance

10. Confidentiality

11. Intellectual Property Rights

12. Protection of information

13. Buyer data

14. Standards and quality

15. Open source

16. Security

17. Guarantee

18. Ending the Call-Off Contract

19. Consequences of suspension, ending and expiry

20. Notices

21. Exit plan

22. Handover to replacement supplier

23. Force majeure

24. Liability

25. Premises

26. Equipment

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

28. Environmental requirements

29. The Employment Regulations (TUPE)

30. Additional G-Cloud services

31. Collaboration

32. Variation process

33. Data Protection Legislation (GDPR)

Schedule 3: Collaboration agreement

1. Definitions and interpretation

2. Term of the agreement

3. Provision of the collaboration plan

4. Collaboration activities

5. Invoicing

6. Confidentiality

7. Warranties

8. Limitation of liability

9. Dispute resolution process

10. Termination and consequences of termination

10.1 Termination

10.2 Consequences of termination

11. General provisions

11.1 Force majeure

11.2 Assignment and subcontracting

11.3 Notices

11.4 Entire agreement

11.5 Rights of third parties

11.6 Severability

11.7 Variations

11.8 No waiver

11.9 Governing law and jurisdiction

Collaboration Agreement Schedule 1: List of contracts

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Schedule 4: Alternative clauses

1. Introduction

2. Clauses selected

2.3 Discrimination

2.4 Equality policies and practices

2.5 Equality

2.6 Health and safety

2.7 Criminal damage

Schedule 5: Guarantee

Definitions and interpretation

Guarantee and indemnity

Obligation to enter into a new contract

Demands and notices

Beneficiary’s protections

Representations and warranties

Payments and set-off

Guarantor’s acknowledgement

Assignment

Severance

Third-party rights

Governing law

Schedule 6: Glossary and interpretations

Schedule 7: GDPR Information

Annex 1: Processing Personal Data

## The Armed Forces Covenant

1. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
2. The Covenant’s 2 principles are that:
* the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services
* special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

We encourage all bidders/applicant, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein. We encourage you to make your [Armed Forces Covenant pledge](https://www.gov.uk/government/publications/corporate-covenant-pledge).

1. [The Corporate Covenant](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/649954/20171005_Armed_Forces_Covenant_Guidance_Notes_for_Businesses.pdf) gives guidance on the various ways you can demonstrate your support.
2. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: afcovenant@rfca.mod.uk

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

1. Paragraphs 1 to 4 above are not a condition of working with CCS now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, CCS very much hopes you will want to provide your support.



# Invitation to Tender

# Attachment 2: How to bid

## RM1557.12 G-Cloud 12

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1. How to make your bid
	1. Your bid must be made by the organisation that will be responsible for providing the goods and/or services if your bid is successful.
	2. You may bid for one or more of the lots, ensure you read paragraph 3 of Attachment 1.
	3. Your bid must be entered into the Digital Marketplace. We can only accept bids that we receive through the Digital Marketplace.
	4. We are using the Digital Marketplace to manage this procurement. No paper documents will be issued.
	5. Make sure you answer every question.
	6. You must submit your bid before the bid submission deadline, in paragraph 5 “Timelines for the competition” in Attachment 1: About the framework.
	7. It will be our decision whether we will accept bids submitted after the bid submission deadline.
	8. All communications (including the submission of Applications) will be through the Digital Marketplace (except during the selection process, please refer to paragraph 3). 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 as we will not be obliged to contact anyone else.
	9. You must regularly check for messages in the Digital Marketplace throughout the competition. You must log in to your account on the Digital Marketplace and access your message inbox for this competition. You will receive an email when new updates are posted on the Digital Marketplace.
	10. If anything is unclear, or you are unsure how to complete your bid submission, you can raise a question before the clarification question deadline, via the Digital Marketplace. Read paragraph 6 “When and how to ask questions” in Attachment 1: About the framework.
	11. We may require you to clarify aspects of your bid in writing and/or provide additional information. Failure to respond within the time required, or to provide an adequate response will result in the rejection of your bid and your exclusion from this competition.
2. Selection stage
	1. At the selection stage, we evaluate bidders or applicants’ tender submissions. We will ask a range of questions appropriate to the procurement. It is important that you answer these questions accurately.
	2. In addition, if you are the lead member of a consortium, you must get each of the other members to answer the questions in Parts 2 and 3 for themselves.

1. Selection process
	1. After the bid submission deadline we will check all bids to make sure we have received everything we have asked for.
	2. We may ask you to clarify information you provide, if that is necessary. This will be done either through your Digital Marketplace account or through digitalclarifications@crowncommercial.gov.uk email address.
	3. Don’t forget to check for messages in your Digital Marketplace Account throughout the competition.
	4. If your bid is not compliant we will reject your bid and you will be excluded from the competition. We will tell you why your bid is not compliant.
2. Declaration Questions
	1. We may exclude you from the competition at the selection stage if:
		* you receive a ‘fail’ for any of the evaluated Declaration questions
		* any of the information you have provided proves to be false or misleading
		* you have broken any of the competition rules in paragraph 9 attachment 1 About the framework, or not followed the instructions given in this ITT pack
	2. If we exclude you from the competition we will tell you and explain why.
3. Completing your bid

When completing your bid you must:

* read through the entire ITT pack specifically Framework Agreement Section 1 to Section 4 carefully, and read more than once
* read each question and the response guidance
* read the contract terms
* if you are unsure, ask questions before the clarification questions deadline, see paragraph 5 ‘Timelines for the competition’ and paragraph 6 ‘When and how to ask questions’ in Attachment 1: About the framework document
* allow plenty of time to complete your responses; it always takes longer than you think to submit
1. Award process
	1. Providing suitable services’, ‘What it means to be on G-Cloud 12’, ‘Working with government’, ‘How you apply’ and ‘Application accuracy’ questions
		* Bidders/applicants must answer all questions in these sections.
		* Except for Questions 1 and 2 under ‘Providing suitable services’, If a bidder or applicant cannot answer ‘yes’ to every question, its Application will be rejected and it will be disqualified from further participation in this procurement.
		* Bidder or applicants must answer ‘yes’ to at least one of Questions 1 or 2 or answer ‘yes’ to both questions.
	2. ‘Grounds for mandatory exclusion’ and ‘Grounds for discretionary exclusion’ questions
* In certain circumstances, we are required by the Regulations to exclude a bidder or applicant from participating in this procurement. If a bidder or applicant cannot answer ‘no’ to every statement in Grounds for mandatory exclusion its Application will, save in exceptional circumstances, be rejected and disqualified from further participation in this procurement.
* We are entitled (in its sole discretion) to exclude a bidder/applicant from further participation in this procurement if a bidder/applicant cannot answer ‘no’ to any of the statements in response to questions Grounds for discretionary exclusion. If a bidder/applicant cannot answer ‘no’ to every statement, it is possible that its Application will be rejected and disqualified from further participation in this procurement.
	1. ‘Requirements under Modern Slavery Act 2015’
	+ Bidders/applicants must answer all questions in this section. G-Cloud 12 Framework Agreement Invitation to Tender.
	+ If your organisation has an annual turnover of £36 million 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 a bidder/applicant does not comply, its Application will be rejected and it will be disqualified from further participation in this procurement.
	1. Self-cleaning
		+ If a bidder or applicant provides sufficient evidence that it has taken remedial action subsequently that effectively 'self-cleans' the situation, we could decide that the bidder or applicant will not be excluded from this procurement.
		+ As a minimum, you will have to demonstrate that you have:
			- paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct
			- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities
			- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct
			- the measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct
	2. Service questions
* Bidders/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.
	1. Not Used
	2. Not Used
1. Intention to award

You can submit a bid for one or more lots.

We will tell you if you have been successful or unsuccessful via the Digital Marketplace or digitalclarifications@crowncommercial.gov.uk. We will send intention to award letters to all bidders or applicants who are still in the competition, that is who have not been excluded.

At this stage, a standstill period of ten (10) calendar days will start, the term standstill period is set out in regulation 87(2) of the Regulations. During this time, you can ask questions that relate to our decision to award. We cannot provide advice to unsuccessful bidders or applicants on the steps they should take and they should seek independent legal advice, if required.

If during standstill we do receive a substantive challenge to our decision to award and the challenge is for a certain lot, we reserve the right, to conclude a Framework Agreement with successful bidders or applicants for the lot(s) that have not been challenged.

Following the standstill period, and if there are no challenges to our decision, successful bidders or applicants will be formally awarded a Framework Agreement subject to signatures.

1. Framework Agreement

You must electronically sign the Framework Agreement within 10 working days of being asked. You will need to do this by making a legal declaration in the G-Cloud 12 electronic signature process. If you do not make the declaration, we will withdraw our offer of a Framework Agreement.

The conclusion of a Framework Agreement is subject to the provision of due ‘certificates, statements and other means of proof’ where bidders have, to this point, relied on self-certification.

# Attachment 3: Frequently asked questions

## RM1557.12 G-Cloud 12

### Question: Where can I find an overview of the G-Cloud 12 application process?

Answer: An overview of the process is on the GOV.UK website at: <https://www.gov.uk/guidance/g-cloud-suppliers-guide>

To apply for G-Cloud 12 you must:

1. Create a supplier account on Digital Marketplace and confirm your company details
2. Complete your supplier declaration
3. Add at least one service

Once these sections have been completed your application will be automatically submitted on 20 July 2020.

You will also see a banner at the top of the application page that states: Your application will be submitted at 5pm BST, Monday 20 July 2020. You can edit your declaration and services at any time before the deadline.’

CCS will evaluate the information you provide in your application against the criteria published in the invitation to apply on the Digital Marketplace. To download the invitation to apply on your Digital Marketplace account go to: <https://www.digitalmarketplace.service.gov.uk/suppliers/frameworks/g-cloud-12/updates>

Further information: <https://www.gov.uk/guidance/g-cloud-suppliers-guide>

### Question: Is there a fee to register on G-Cloud 12?

Answer: There is no fee to register or apply to be on the G-Cloud 12 Framework.

### Question: Can I apply if I am an EU provider from outside the UK?

Answer: Yes, applications will be accepted from EU providers outside the UK.

### Question: Do you have to have been a previous G-Cloud Supplier to apply to the new framework?

Answer: You do not need to have had a previous service on G-Cloud or be a supplier to CCS to apply for G-Cloud 12.

### Question: I am a reseller, can I submit a G-Cloud application?

Answer: Yes, resellers can apply to G-Cloud 12, as long as they are resellers of cloud services.

### Question: Can I copy over my previous G-Cloud application?

Answer: Yes, if an organisation has not changed its details, it can copy a previously successful G-Cloud application.

You will get the option to re-use answers from your declaration and copy services from your previous G-Cloud application. You will still need to review and resubmit to confirm each of the stages of the application:

1. Company details
2. Supplier declaration
3. Supplier services

### Question: How do I copy services information from G-Cloud 11 to 12?

Answer: You can copy services from an earlier iteration of G-Cloud to your G-Cloud 12 application:

* + select ‘Add, edit and complete services’ section of the Supplier declaration (stage 3)
	+ select the link for the type of service you want to copy over (either Cloud hosting, Cloud software, Cloud support)
	+ above ‘Draft services’ you will see a link that says ‘View and add your services from G-Cloud 11’

This will show all services that were previously submitted and you will be able to copy them to your G-Cloud 12 application. Note however that you will only be able to edit the following details:

* title
* description
* features and benefits

You will not be able to change:

* the Lot
* the service itself or how it works

Guidance on copying over services: <https://www.gov.uk/guidance/g-cloud-suppliers-guide#copying-services>

### Question: When is the deadline for clarification questions?

Answer: You can ask clarification questions about G-Cloud 12 until 5pm BST 1 July 2020. All clarification questions and responses will be published by 13 July 2020.

### Question: Where can I find copies of the G-Cloud 11 Framework Agreement and Call-Off Contract?

Answer: The Framework Agreement and Call-Off Contracts are on the GOV.UK website:

* [https://www.gov.uk/government/publications/g-cloud-11-framework-agreement](https://www.gov.uk/government/publications/g-cloud-11-framework-agreement%2A)
* [https://www.gov.uk/government/publications/g-cloud-11-call-off-contract](https://www.gov.uk/government/publications/g-cloud-11-call-off-contract%2A)

### Question: Where can we find the base terms and conditions for G-Cloud 12?

Answer: Terms and conditions are included in the Framework Agreement and Call-Off Contract.

### Question: What should I do if I keep getting an error message?

Answer: You can report technical issues to cloudanddigital@crowncommercial.gov.uk. The Digital Marketplace team will investigate and respond.

### Question: Where can I obtain editable offline copies of the declaration and other templates I might need to list my services?

Answer: You can download the declaration and service questions in a CSV format, from the ‘Communication’ section of the ‘Updates’ page of your Digital Marketplace Account: <https://www.digitalmarketplace.service.gov.uk>

### Question: Are the Supplier Declaration questions available in a single Excel file?

Answer: The questions are provided in 2 separate CSV files.

### Question: What should we do if we are a group of companies and each one is registered as a company in its own right?

Answer: If you trade under more than one registered company you will need to set up an account for each company and submit services for that company.

### Question: We are a supplier on G-Cloud 11 and have recently changed our name although our company number remains the same. How will this affect my application to G-Cloud 12?

Answer: You can change your registered name on your G-Cloud 12 application. To change this you will need to submit a request to the CCS support team: cloud\_digital@crowncommercial.gov.uk.

The CCS support team will check that the change is accurate and aligns with the data on Companies House. Once this is done the request is reviewed and approved by the CCS team before being implemented.

Any request to change a registered name will have to be completed before the applications close on 5pm BST, Monday 20 July 2020.

### Question: What should I do if we want to consolidate our 2 companies already on the G-Cloud into one entry on G-Cloud 12. Can I transfer the existing declaration or services?

Answer: You are not able to transfer declaration answers or services from one Supplier account to another. You will need to re-add any declaration answers or services to the account you want to consolidate.

### Question: How will I know if my application is successful?

Answer: If your application is successful you will receive an email informing you of your successful application and instructions to sign the Framework Agreement.

### Question: How many applications can we submit under the same Lot?

Answer: Only one application can be submitted per Supplier, though a Supplier can submit multiple services under each of the Lots.

### Question: Can I change Lots if I have put a service under the wrong Lot?

Answer: You cannot move or transfer a service from one Lot to another. You should remove the service from the wrong Lot and recreate it as a new service under the correct Lot.

### Question: Can I submit one service definition document that encompasses all my G-Cloud services?

Answer: You must submit a service definition document for each different service.

### Question: How many services can I have under each Lot?

Answer: There is no limit to the number of services a Supplier can apply to provide within each Lot.

### Question: Can I update my application after I have submitted it?

Answer: You cannot update an application once it has been submitted. Completed applications will automatically be submitted on 5pm BST, Monday 20 July 2020. You can update your application before this date and, if your application is successful, you will be able to amend your service descriptions after the Framework goes live in September 2020.

### Question: Can I sign a G-Cloud 12 Framework Agreement before the application process has been completed?

Answer: You do not need to sign anything at the moment. If your application is successful you will receive instructions about how to sign the framework agreement.

### Question: What should I do if I have uploaded an incorrect document on my service listing?

Answer: You can replace the incorrect document by uploading a new one. This will overwrite the old one.

### Question: Is there a limit to the number of contributors that I can invite to have access to my Supplier Account on the Digital Marketplace?

Answer: There is no limit to the number of contributors that a supplier can invite to their Supplier Account.

### Once you are on G-Cloud 12

### Question: How will I know if a Buyer is interested in our product or service on G-Cloud 12? Will I receive a notification?

Answer: There is no system notification; a Buyer who is interested in your service will contact you directly.

### Question: Do Buyers have to apply to join the Digital Marketplace?

Answer: While anyone can view services on the Digital Marketplace, potential Buyers will have to register for a Digital Marketplace account.

### Question: I have multiple product offerings with different Supplier Terms for each, can I include two separate sets of Supplier terms?

Answer: You can only submit one set of terms and conditions per service offering.

### Question: What should I do if I have no Supplier’s Terms and Conditions?

Answer: If you do not have your own terms you will need to submit a document stating that you have no additional terms to supplement the G-Cloud terms.

### Question: Can I be on G-Cloud 12 without having any service listings?

Answer: All suppliers must add services, this is a mandatory requirement as it is how Buyers will search and find services on the Digital Marketplace.

### Question: How will Buyers find my services on the Digital Marketplace?

Answer: Buyers select a specific Lot or all Lots, this selects all Services that may meet the Buyers requirement. The shortlist is then further refined using the keyword or keyphrase search function and an array of filters on the Digital Marketplace.

Further information on the process that Buyers will follow: <https://www.gov.uk/guidance/g-cloud-buyers-guide>