



Crown
Commercial
Service

Invitation to Tender

Attachment 1 – About the framework

RM1557.12 G-Cloud 12

Contents

Welcome	2
1. What you need to know	3
2. The opportunity	4
3. What a framework is.....	5
4. Who can bid	6
5. Timelines for the competition.....	7
6. When and how to ask questions.....	7
7. Management information and management charge	8
8. Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE").....	8
9. Competition rules	9
10. How the framework is structured.....	13
11. How The the call off is structured.....	14
The Armed Forces Covenant	16

Welcome

We invite you to bid in this competition for RM1557.12 G-Cloud. Our Invitation to Tender (ITT) pack comes in divided into two 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 contract.

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 contract 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 at <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

1.1 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/applicant.

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

1.2 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)).

1.3 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.

1.4 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 Framework Schedule 1 (Specification).

1.5 Who are 'key subcontractors'?

Key subcontractors are any other person other than you who under this framework contract will:

- be relied on to deliver any of the deliverables under this framework contract 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)

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.

1.6 What is the difference between a bidder/applicant and supplier?

Successful bidders/applicants will become suppliers.

1.7 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.

1.8 Government Security Classifications (GSC)

On 02/04/2014 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>

2. 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.

3. 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 contract:

Pricing

Service Definitions

Terms and Conditions

SFIA Rate Card

Modern Slavery

Each successful bidder/applicant will have their own framework contract, 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	Lot name and description
Lot 1	Lot 1: Cloud hosting
Lot 2	Lot 2: Cloud software
Lot 3	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 contract for each lot is:

Lot	Number of places
Lot 1	Unlimited
Lot 2	Unlimited
Lot 3	Unlimited

4. 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.

5. 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 th February 2020
Publication date (this is the date the ITT pack will be published)	3 rd March 2020
Clarification questions deadline	17:00BST 1 st April 2020
Deadline for our responses to clarification questions	17:00BST 15 th April 2020
Bid submission deadline	17:00BST 22 nd April 2020
Compliance (please refer to Attachment 2 How to Bid)	23 rd April 2020 – 4 th June 2020
Issue of intention to award notices to successful and unsuccessful bidders/applications	5 th June 2020
End of mandatory standstill period	midnight at the end of 15 th June 2020
Award of framework contracts	16 th June 2020
Framework start date	2 nd July 2020

6. 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 contract and call off contract but please do not attempt to 'negotiate' the terms. All framework awards will be made under identical terms.

7. **Management information and management charge**

If you are awarded a framework contract 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 available at:

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

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

8. **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 contract 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

9. 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.

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.

9.2 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>

9.3 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.

9.4 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/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.

9.5 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 contract.

9.6 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

9.7 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.

9.8 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.

9.9 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.

9.10 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 contract(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

9.11 Consequences of misrepresentation

If a serious misrepresentation by you induces us to enter into a framework contract 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).

9.12 Bid costs

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

9.13 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.

9.14 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.

9.15 Government Security Classifications (GSC)

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

10. How the framework is structured

The framework contract is made up of the following sections/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

11. How the Call off is structured

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

Part A - Order Form

Principle 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
[Collaboration Agreement Schedule 2 - Outline collaboration plan]

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

1. Definitions and interpretation
2. Guarantee and indemnity
3. Obligation to enter into a new contract
4. Demands and notices
5. Beneficiary's protections
6. Representations and warranties
7. Payments and set-off
8. Guarantor's acknowledgement
9. Assignment
10. Severance
11. Third-party rights
12. Governing law

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](#).

3. The Corporate Covenant gives guidance on the various ways you can demonstrate your support.
4. 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: covenant-mailbox@mod.uk

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

5. Paragraphs 1 – 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.