Power to your procurement

Crown Commercial Service

RM1557.14

G-Cloud 14 Lots 1-3

Supplier Guidance



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Framework reference number: RM1557.14

Start date: 29th October 2024 End date: 28th April 2026

Can be used by: Central government departments and all other public

bodies as listed in the contract notice.
Contract notice: Read contract notice

Award notice: To follow

Introduction

G-Cloud 14 is an on-line catalogue that helps public sector customers to buy commoditised cloud-based solutions through a framework that is compliant and regularly refreshed allowing Suppliers to provide our customers with up-to-date innovative solutions.

Purpose of document

The G-Cloud 14 Supplier guidance contains information to enable you to constructively engage with Crown Commercial Service (CCS) and public sector Buyers, as well as how to successfully manage your G-Cloud 14 listings through <u>applytosupply</u> on the Digital Marketplace.

This guidance provides an overview of the agreement scope and sets out your contractual obligations including but not limited to MI reporting, management charges, assurance and audits which you should familiarise yourself with.

In addition, the guidance explains what the Digital Marketplace is and describes the relevant processes around managing company and service listings on the Digital Marketplace.

Please note that this document is intended as additional guidance information and should not be considered as an alternative to reading and understanding the framework agreement itself and all its schedules and annexes.

What is G-Cloud 14?

G-Cloud 14 replaces G-Cloud 13 and is an online catalogue hosted on the

Digital Marketplace. It provides a large range of cloud based services from a vast pool of Suppliers.

Who can access this agreement?

UK public sector bodies which include central government departments and their arm's length bodies and agencies, non departmental public bodies, British overseas territories, and crown dependencies, NHS bodies, local authorities and universities.

Full details can be found in the contract notice.

Features and benefits

- agreement available for all UK public sector organisations to procure from
- services are procured via direct award, removing the need for you to respond to further competitions
- call-off contract duration 36 months with an optional 12 month extension period
- use of Supplier terms and conditions (in accordance with the order of precedence) clause 8.3
- ability for you to manage your service offerings within the Digital Marketplace (in accordance with clause 9 of the Framework)
- ability for you to apply pricing reductions, volume related discounts and time limited offers (further details can be found under Framework Clause 3 - Prices).

What services are available?

Cloud hosting, cloud software and cloud support as detailed in the Lots below:

Lot 1: Cloud hosting

Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) that can help customers do at least one of the following: deploy, manage and

run software and/or provision and use of processing, storage or network resources.

Lot 2: Cloud software

Software as a Service (SaaS) applications, usually accessed over the internet or private network and hosted in the cloud.

Lot 3: Cloud support

Support to help set up and maintain cloud software or hosting services:

- Cloud Migration Planning
 - Provides planning services to enable you to move to cloud software and/or hosting services.
- Set Up and Migration
 - Provides setup and migration services which includes the process of consolidating and transferring a collection of workloads. Workloads can include:
 - emails
 - files
 - calendars
 - document types
 - related metadata
 - instant messages
 - applications
 - user permissions
 - compound structure and linked components
- Security Services
 - Protects service against security threats. Also provides services to maintain the confidentiality, integrity and availability of services and information.
- Quality Assurance and Performance Testing
 - Continuously ensures that a service does what it's supposed to do and meets your users needs efficiently and reliably.
- Training
 - Provides training to ensure your organisation has the ability to optimise the use of cloud based software and services. Also includes training for cloud security management and other

cloud and virtualisation topics.

- Ongoing Support
 - Supports user needs by providing help before, during and after providing the service.

G-Cloud 14 is not a contingent labour agreement and any customer requirements for contingent labour must be sourced through CCS's Public Sector Resourcing or Management Consultancy agreements.

Lot 4: Cloud support - Further competition only

Please see the G-Cloud 14 Lot 4 webpage for further information.

Exclusions and out of scope services

For clarity the following services are excluded from G-Cloud 14 including, but not limited to:

- co-location services
- non-cloud related services / consultancy
- bespoke design and development
- hardware only hardware which supports the overall solution being delivered can be provided under G-Cloud 14
- recruitment only support relating to the cloud is permitted, not the provision of staff or interims

Framework prices

G-Cloud 14 is a Direct Award only framework, procured in accordance with Public Contracting Regulations 2015 (PCR15). These regulations state that in order for a Buyer to place a direct award without further competition, they must be presented with all of the necessary commercial information in a clear, open and transparent way, so that the Buyer can determine which is the most economically advantageous service that meets their needs. The service offer information is to include the service description including all associated pricing.

You must provide pricing against each individual service offering on the Digital Marketplace.

Pricing principles are set out in clause 3 of the Framework Agreement.

The guidance below, which supports these principles, must be followed when forming your pricing document. This is to ensure that all prices are provided so that a Buyer can calculate a final price without needing to contact any Supplier:

- A SFIA rate card may be used as a pricing document.
- Listing a minimum price only is not permitted.
- Pricing documents must clearly lay out complete pricing models and any form of discount structure. This includes applicable unit prices and volume discounts.
- Published prices must be the price that a Buyer will pay for the services. They may be reduced, but any reductions must be published on the Platform to be available for all Buyers (see <u>Updating the pricing document</u> below)
- Price ranges are not permitted (unless clearly documented to explain what is included for each price, for example: £100=x £200=x £300=x not to be written as £100 - £300)
- Non-published pricing is not permitted, including:
 - Price on Application (POA)
 - Prices "from £x per day"

Your service offer/offerings and pricing must remain fixed for the duration of the framework and cannot be materially changed or negotiated. You are not permitted to increase framework agreement prices (including third party pricing) at any time.

The pricing set out in the Call-Off Contract must be the pricing which is published within the Suppliers service offer. However, Call-Off Contract pricing may also be reviewed later during the Call-Off Contract term, only where it has been agreed by both parties prior to the contract award. Such price reviews should include frequency, methodology, accepted outcomes, caps, exclusions and how any subsequent changes in pricing are applied.

You are allowed to reduce the service offering price at any time during the

life of the agreement, this could be permanently or a time limited offer. Any reduction in pricing must be approved by CCS, updated on the Digital Marketplace and must be available to all customers.

It is not permissible for you to negotiate pricing with customers and/or provide individual customer price reductions or discounts.

How to access and use this agreement

For Suppliers G-Cloud 14 is hosted on the <u>Digital Marketplace</u>. Please note, the customer will access G-Cloud 14 through a digital platform called Contract Award Services (CAS).

Buying process

The online catalogue ensures that all service information is available up front to enable customers to evaluate services based upon best fit and/or price offered by Suppliers in accordance with PCR15.

Customers making a direct award through the CAS will follow a six step buying process to ensure compliance with PCR15.

No deviation is permitted from this buying process through either a further competition, Request for proposal (RFP), Request for quote (RFQ), Request for information (RFI), Invitation to tender (ITT) or negotiating as this breaches the terms of the framework.

Non-compliant buying will directly impact the legality and reputation of the agreement and call-off contract and is strictly prohibited. Customers and Suppliers who do not follow the correct buying process will be in breach of the agreement terms, and where Suppliers are found to have breached these terms they may be suspended from the framework agreement or have their framework agreement ended.

Contractual Information (Terms and conditions)

G-Cloud 14 allows for the inclusion of Suppliers' terms and conditions, as these will help define the way in which the service will operate and are in addition to, not in place of the framework and call-off terms.

Please note Suppliers can only upload one terms and conditions document per service line. This document should include any and all terms that apply to the delivery of that product/service. Where more than one set of terms are required (for example, third party) then these should all be combined into the one document.

The order of precedence is as follows:

- 1. G-Cloud 14 framework agreement
- 2. Order form
- 3. Call-off contract
- 4. Supplier terms and conditions

For further information, please refer to clause 8.3 of the framework agreement.

General Data Protection Regulation (GDPR)

GDPR was introduced on 25 May 2018. You should familiarise yourself with GDPR via the Information Commissioner's Office (ICO)_communications.

The G-Cloud 14 call-off contract includes GDPR clauses so that customers can populate their data protection details and requirements.

Suppliers are reminded of mandatory GDPR compliance, which ensures the protection of people's personal data and safeguards against unauthorised access and data breaches.

NCSC's updated guidance

NCSC's updated guidance on SMS and telephone best practice, advocates that Suppliers:

- Adhere to the A2P Code of Conduct.
- Transparently share downstream providers.
- Actively participate in the MEF Registry to combat smishing and spoofing.
- Provide data on SMS routing for effective distinction between legitimate and fraudulent messages.
- Adhere to contractual obligations, emphasising that in instances of

fraud, financial liabilities will not be assumed, underscoring the commitment to fair and secure business practices.

https://www.ncsc.gov.uk/guidance/business-communications-sms-and-telephone-best-practice

Economic and Financial Standing Assessment

In order to better protect Public Sector organisations against Supplier financial instability and potential collapse, and in compliance with the Outsourcing Playbook, G-Cloud 14 introduces the assessment of a Supplier's economic and financial standing as part of the framework application process. This principle will remain in place throughout the life of G-Cloud 14 with regular checks and reviews conducted against those Suppliers successful in their application.

The assessment will look at four key metrics:

- Dun & Bradstreet risk of Failure Score
- Acid Ratio
- Net Worth
- Profitability

A minimum value has been assigned to each metric and a minimum of two of these must be met or exceeded.

During the life of the framework agreement, should you fail to meet or exceed at least two of these scores, you may be suspended from the framework agreement (which means your service entries will not be visible on the catalogue and you will not be returned in any Buyer searches) and contacted by the In Life team to establish the reasons for the failures, understand any mitigations and agree a way forward to getting the failures reversed and any suspension lifted as soon as possible

Supplier Contractual Obligations

Management Information (MI) reporting

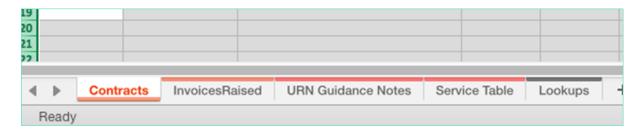
As a G-Cloud 14 Supplier, you will be contractually obliged to provide monthly Management Information (MI) reports to CCS.

Suppliers are required to submit MI even if you have not got any business to report you need to still report no business.

The MI report must be submitted by the fifth working day of each month through the <u>report management information system (RMI)</u>.

You must report on:

- Each order (call-off contract) and/or variation and/or extension agreed with a customer. This must only be done:
 - once (not every month)
 - against the month within which it was agreed with a customer during the next available MI submission window
 - on the Contracts sheet found in the MI template (shown in the screenshot below).
 - Each invoice raised or submitted to a customer against any G-Cloud 14 business conducted in the month after they occur on the InvoicesRaised sheet (shown in the screenshot below).



The format of the MI report template must not be amended.

Failure to submit Management Information (MI) reporting

If you do not submit MI reports (including nil returns or no business) three times within a six month period, you will be suspended from the framework.

Where there are two or more MI return failures within any three month rolling period, we reserve the right to suspend you and/or charge you an administration fee. Please see the G-Cloud 14 framework agreement Schedule 6 for further information.

You will receive multiple reminders each month to report your Management Information. It is your responsibility to ensure the contact details for those responsible for reporting MI is up to date.

To update your contact details, add additional contacts or for any other RMI related queries, please contact report-mi@crowncommercial.gov.uk

Management charge

You must pay CCS the management charge currently set at 0.75% of all charges (excluding VAT) invoiced to customers.

We will invoice you for the management charge due each month based on invoice-related MI values provided by you. You must make payment to us within 30 days from the date of the invoice.

The management charge applies to the full charges specified in each invoice raised and will not be varied due to any service credits or other deductions. For invoices raised by us, you must pay VAT on the management charge.

Assurance

Suppliers must keep their service information on the Digital Marketplace up to date for the term of the framework agreement.

At any time throughout the duration of the framework, CCS and its agents reserves the right to review any claims that Suppliers made in their framework applications to verify that any information that was submitted is still an accurate reflection of their G-Cloud 14 service and that a particular service is within scope of the framework agreement.

If any service fails the assurance verification process, the relevant service will be removed from the Digital Marketplace. If it is unclear whether a service is within scope, CCS reserves the right to give a Supplier the opportunity to rectify the service information, but failing in that, that particular service will be removed from the Digital Marketplace.

Where any of the following apply, there are a number of actions that CCS may take, these include suspension or ending the framework agreement with a Supplier:

- Supplier Insolvency Events
- MI Failures
- renegotiating G-Cloud 14 terms and conditions
- Material Breaches of the framework agreement
- services that are deemed Inside IR35
- persistent failure to perform as required by the framework agreement or under a call-off contract
- cloud washing
- encouraging Buyers to award outside of G-Cloud 14
- replicating the service descriptions of another Supplier's service lines

Audits

Suppliers may from time to time be subject to audits and are expected to use reasonable endeavours to provide audit information that is within scope without delay and provide auditors access to all relevant staff.

Suppliers must provide completed self-audit certificates to CCS within 3 months of the expiry or ending of the framework agreement. This can be found in Schedule 2 of the framework agreement.

How Suppliers access and utilise the Digital Marketplace

Access to the **Digital Marketplace**

Below is a summary of what changes can be made by you in the Supplier account while the agreement is live. Note, any changes made by you will be submitted to CCS for review and are subject to our approval.

Updating Company Information

Company information can only be updated by the G-Cloud team.

Updating your contact details

You can amend your contact details that appear on each of the G-Cloud 14 services by logging in to the Digital Marketplace, clicking on Company Details, and then on 'Change' on the 'what Buyers will see' section.

Any changes made by you will be submitted to CCS for review and are subject to approval.

Change of trading / company registered name

Where your trading or company registered name changes but the DUNS number and Company Registered Number remain the same, you will need to submit a request to cloud_digital@crowncommercial.gov.uk.

Changing the Registered Company Name, Company Registration number and DUNS number.

Where the registered company name and registration number or DUNS number need to be changed, CCS will need to determine whether a

novation needs to take place. You will need to submit a request to cloud_digital@crowncommercial.gov.uk

Changes to Company Registered Address

You can change the company's registered address by logging into the Digital Marketplace, clicking Company Details, and clicking on 'Change' next to the address line.

Any changes made by you will be submitted to CCS for review and are subject to approval.

Updating a service name, service description, features and benefits

You will need to log into the Digital Marketplace and select the service you want to change from the G-Cloud services list, and click on 'edit' to change the relevant section, in a particular service.

You cannot materially change how the service works and may be asked by CCS to prove it is still the same service.

Any changes made will be submitted to CCS for review and are subject to approval.

Adding/updating accreditations and certifications

It is important that you keep all service information up to date.

Suppliers can add or update accreditations and certifications within their service offers during the term of the agreement.

Any updates will need to be submitted to CCS for review and are subject to approval.

If the accreditation or certification is directly related to a filter within the Digital Marketplace, CCS will activate the filter for future customer searches.

All requests must be sent to cloud_digital@crowncommercial.gov.uk

Removing a service

You can see a list of the G-Cloud services in the Digital Marketplace. To remove one, select it, scroll to the bottom and click the 'remove service' button.

Once actioned the service will not appear in the Digital Marketplace

search results any more but will still be viewable in the service details in the account.

Any existing contracts to provide the service will still be valid.

The URL of the service will remain public but a banner will be added to the service page stating when you made the service unavailable.

Updating the pricing document - See Framework Prices

Your service offer/offerings and pricing must remain fixed for the duration of the framework and cannot be materially changed or negotiated. You are not permitted to increase framework agreement prices (including third party pricing) at any time.

You are however able to add volume related discounts, permanent reductions or time limited discounts. All discounts MUST be made available to all customers.

If you are proposing a time-limited discount, you should ensure you detail when the time-limited discount expires and highlight discounted pricing to distinguish it from the standard pricing.

To amend pricing documents, please submit two versions; one clean final version and one with track changes (please include the relevant service ID for each pricing document) for CCS to approve and upload to the Digital Marketplace. These two documents can be sent to: cloud_digital@crowncommercial.gov.uk.

Updating the service definition document

Suppliers can update their service definition document where it does not constitute a material change to the service.

Suppliers can update service definition documents by logging into the Digital Marketplace. The Supplier needs to select the service for which they want to update from the list of G-Cloud services, click on 'edit' in the documents section of that particular service, select the document to upload, and click on Save and Return.

Please note pricing is not permitted on the service definition document. If this is found you will be asked to remove it or risk suspension of the service.

Any changes made by the Supplier will be submitted to CCS for review and are subject to approval.

Updating the Modern Slavery policy document

If your organisation 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 Modern Slavery Statement.

Customers may also choose to include Suppliers' Modern Slavery Statements within their MEAT (most economically advantageous tender) criteria when evaluating Suppliers' services.

To update your organisation's modern slavery and human trafficking statement, please send it to cloud_digital@crowncommercial.gov.uk

Adding/removing users to a Supplier account on the Digital Marketplace

Suppliers can add or remove users onto the Digital Marketplace Supplier account by logging in and clicking on Contributors and inviting or removing contributors from there.

Retrieving a lost password for your Digital Marketplace account

Any G-Cloud 14 Supplier with a Digital Marketplace account can retrieve a lost password by going to the login screen of the Digital Marketplace, clicking on Forgotten Password, and entering the email address that they use to log into the Supplier account.

Reporting technical issues relating to the Digital Marketplace

These issues may include login errors, 404 errors, submission errors where there was an attempt to make changes, etc. All queries of this nature need to be directed to cloud_digital@crowncommercial.gov.uk

Documentation that cannot be amended by a Supplier

As part of the G-Cloud 14 application process, Suppliers are able to submit a terms and conditions document prior to the application close date 7 May 2024 3pm BST. Please note that if you require third party terms and conditions to be considered as part of your service these terms must be submitted in your application and included in your terms and conditions document. Only one terms and conditions document can be uploaded per service.

Terms and conditions cannot be uploaded or amended after the application period has closed, as per clause 9.3 of the framework agreement.

Social Value

Suppliers on G-Cloud 14 must list which themes they support. These details will be included in your service offering on the Contract Award Service (CAS) for customers to include in their evaluation. Areas that need addressing can be covered by clarification during the evaluation process before awarding a call-off contract. For any changes required to your social value statement please contact the team on cloud digital@crowncommercial.gov.uk

The customer's point of view

An overview of the customer buying process through Contract Award Service can be found in the Customer Guidance (Link to follow)

Communication, support and training

Talking about being a Supplier on the Digital Marketplace

When your services have been accepted on to the G-Cloud 14 framework on the Digital Marketplace, you can let people know that they're available however you will need to follow the guidelines here.

G-Cloud spend data

CCS publishes the G-Cloud spend data via an <u>online dashboard</u>. The data is refreshed regularly and provides you the functionality to interrogate the data through graphs and tables.

Case Studies

We welcome case studies from Suppliers and customers, and we are happy to publish these once finalised through our Communications and Marketing team.

Should you wish to provide a case study, please email cloud_digital@crowncommercial.gov.uk_and we can provide you with a case study template or arrange for an interview.

Giving feedback to CCS

We welcome and capture your feedback as to what changes you would like

to see in future iterations of the G-Cloud framework. Any feedback will receive due consideration, although no guarantees can be made that a particular change will be affected.

If you wish to get in touch with queries or feedback, please email cloud digital@crowncommercial.gov.uk.

Quick Links:

The framework agreement and call-off contract can be found here.

Glossary: definition of terms

CAS: Contract Award Service (customer facing digital platform)

CCS: Crown Commercial Service

DMP: Digital Marketplace

GDPR: General Data Protection Regulation **ICO:** Information Commissioner's Office

ITT: Invitation to Tender

MEAT: Most Economically Advantageous Tender

MI: Management Information

NCSC: National Cyber Security Centre

POA: Price on Application **RFI:** Request for Information **RFP:** Request for Proposal **RFQ:** Request for quote

RMI: Management Information System

Further information

If you need any further information you can contact us using the following:

Email address: info@crowncommercial.gov.uk

Telephone: 0345 4102222

You can also learn more about Crown Commercial Service at:

Website: crowncommercial.gov.uk

X (formerly Twitter): ogov_procurement LinkedIn: Crown Commercial Service

