



Crown
Commercial
Service

Invitation to Tender

Attachment 1 – About the framework

RM6068 Technology Products and Associated Services

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Welcome

We invite you to bid in this competition for RM6068 Technology Products and Associated Services. Our Invitation to Tender (ITT) pack is 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, the selection and award stages, how we will assess your bid, what is the process at intention to award and the framework contract award stage.

You must use our eSourcing suite, to submit your bid

<https://crowncommercialservice.bravosolution.co.uk>

There are thirteen (9) attachments to the ITT pack.

These attachments are:

Attachment 1 – About the Framework

Attachment 2 – How to Bid (which includes the following)

Attachment 2a - Selection questionnaire

Attachment 2b – Contract Certificates Evidence of Contract Example for Lots 1 to 4

Attachment 2c - Relevant Principles Services Template

Attachment 2d – Certificate of Performance

Attachment 2e - Award Questionnaire

Attachment 3 - Price matrix, comprised of four pricings matrices, as follows:

- **Attachment 3 – Pricing Matrix Lot 1 Hardware and Software and Associated Services.**
- **Attachment 3 – Pricing Matrix Lot 2 Hardware and Associated Services.**
- **Attachment 3 – Pricing Matrix Lot 3 Software and Associated Services.**
- **Attachment 3 – Pricing Matrix Information Assured Goods and Associated Services.**

Attachment 4 - Information and declaration workbook

Attachment 5 - Financial assessment template

Attachment 6 - Consortia details

Attachment 7 - Key subcontractor details

Attachment 8 - Bidder guidance

Attachment 9 - Framework Award Form Population template

Make sure you **read all the attachments, and the contract documents** which can be found [here](#). 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 Attachment 8 Bidder guidance for help using our eSourcing suite and instructions on how to submit a compliant bid.

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.

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 Framework Schedule 7 (Call-Off award procedure).

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 or goods and services that will be provided under this framework contract as set out in Framework Schedule 1 (Specification).

1.5 Who are 'key subcontractors'?

Key subcontractors are any other person/organisation 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); and/or
- which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
- with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract; and/or
- provide the facilities or services necessary for the provision of the deliverables (or any part of them); and/or
- 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 and supplier?

Successful bidders 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.

2. The opportunity

We are putting in place a Framework Contract for the supply of technology goods and associated services for use by UK public sector. There are four (4) Lots in total, structured as follows:

Lot Number	Description	Specification reference
Lot 1 – Hardware, Software and Associated Services	Lot 1 facilitates the provision of combined requirements for: hardware and software; or hardware and software and associated services.	Paragraph 3.2
Lot 2 – Hardware and Associated Services	Lot 2 facilitates the provision of hardware requirements, including but not limited to; end user devices, infrastructure hardware, consumables and peripheral equipment with Associated Services.	Paragraph 3.3
Lot 3 – Software and Associated Services	Lot 3 facilitates the provision of software requirements, including but not limited to; Commercial off the shelf Software (COTS Software) and Open Source Software, software licenses, and Associated Services.	Paragraph 3.4
Lot 4 – Information Assured Goods	Lot 4 facilitates the provision of commoditised IT Goods and Associated Services. The Supplier must be able to provide the protective and information assurance required by the Buyer.	Paragraph 3.5

Associated Services are detailed at paragraph 3.1 of Framework Schedule 1 (Specification).

A separate procurement and agreement will be placed for technology products online purchasing content (RM6147).

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, we will use the information you have provided in your bid, including your pricing to personalise your framework contract. Each successful bidder 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.

3.1 How the framework is structured

The framework will be established for 24 months with the option for us to extend for a maximum of a further 24 months in 12 month stages (2 + 1 + 1 years).

The structure of the framework is described at paragraph 2 (The Opportunity).

You have the opportunity to bid for all or any combination of the Lots. If you are bidding for Lots 1 or 4 (or both) you must also:

- Complete and pass the Technical and Professional ability questions in the Selection Questionnaire for Lots 2 & 3 (please reference the guidance in paragraph 5 of Attachment 2 – How to Bid).
- Complete the quality questions for Lots 2 & 3 (please reference the guidance in paragraph 8 of Attachment 2 – How to Bid).

There are no caps on the number of suppliers to be awarded a framework contract on all the Lots, 1, 2, 3 and 4. However, all Lots require bidders to achieve a final score of 82 or better, in order to be awarded a framework contract. More information on how we will calculate your final score is described at paragraph 14 Attachment 2, How to Bid.

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 on [Contracts Finder](#).

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.

You have the opportunity to bid for all or any combination of the 4 Lots. However, bidders that are bidding independently for a Lot(s) should not bid for the same Lot(s) if you are:

- A member of a Group of Economic Operators,
- A subsidiary of another bidder,
- A parent company of another bidder

If you do choose to bid in this way, bidders may be required to withdraw the independent bid or the bid may be considered to be non-compliant or CCS may require the bidders place in the Group of Economic Operators to be removed. For the avoidance of doubt CCS reserves the right to exclude any bid where it has sufficiently plausible indications that the bid distorts the 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)	24/04/2019
Publication date (this is the date the ITT pack will be published)	26/04/2019
Bidder webinar	TBC
Clarification questions deadline	15:00 17/05/2019
Deadline for our responses to clarification questions	24/05/2019
Bid submission deadline	15:00 03/06/2019
Issue of intention to award notices to successful and unsuccessful bidders	12/09/2019
End of mandatory standstill period	23:59 on the 23/09/2019

Award of framework contracts	24/09/2019
Framework start date	7 th October

6. When and how to ask questions

We hope everything is clear after you have read 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 eSourcing suite. This is the only way we can communicate with bidders. 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.

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 Framework Schedule 5 (Management Charges and Information) available [here](#).

The percentage management charge is stated in the Framework Award Form at section 14 Management Charge.

8. Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

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

- Services will only be provided to buyers under call-off contracts, no services will be provided to CCS under the framework contract

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
- 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 Schedule 2 (Staff Transfer). No further indemnities will be provided.

9. Competition rules

We run our competitions so that they are fair and transparent for all bidders. 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 183 days after the bid submission deadline.

You must submit your bid in English and through the eSourcing suite only.

9.3 Involvement in multiple bids

If you are connected with another bid for the same requirement or the same Lot, 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 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, so that bidder 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

We may require a consortium to form a specific legal entity when signing a framework contract. We may also require a member to sign a framework guarantee for the legal entity.

Otherwise, each member will sign the framework contract.

9.7 Bidder 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 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
- 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 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.

10. How the framework is structured

The framework contract is made up of four key components. Available [here](#).

1. Core terms

These are the main legal terms for the framework contract and for each call-off contract. The core terms contain our standard commercial terms and govern the supplier's relationship with us at framework contract level and with each buyer at call-off contract level. The core terms are available [here](#).

2. Schedules

Each contract has mandatory schedules and is customised using optional schedules. The schedules are used with the core terms and comprise:

- framework schedules
- joint schedules (for framework and call-off)
- call-off schedules

The table below describes the purpose of each of these schedules.

3. Framework award form

The framework award form contains important details about the contents of the framework contract. It lists all of the mandatory and optional schedules that have been selected to create the framework and call-off contract.

This form is the basis of the contract between the supplier and CCS. If you are awarded a place on the framework, the framework award form will be prepared by us and personalised to you. We will use the information you have submitted in your bid.

You must sign and return the Framework Award Form within 10 days of being asked. If you do not sign and return, we will withdraw our offer of a framework contract.

4. Order form

When a buyer wants to make purchases they will call-off from the framework by providing the relevant information laid out in Framework Schedule 6 (Part A - Order Form Template). You can read about how buyers will do their call-offs in Framework Schedule 7 (Call-Off Award Procedure).

The order form lays out:

- the supplier and buyer contact details
- details of what will be supplied
- how it'll be supplied
- how much it'll cost
- a list of all the call-off and joint schedules, including any special terms

The call-off contract will be created when both parties agree to it either by:

- each party signing a completed template order form
- a binding electronic purchase order which includes the relevant information as laid out in the order form

Over the life of a framework there are typically many call-offs. Each call-off is normally between one buyer and one supplier but sometimes buyers pool their demand and award jointly to one supplier.

5. The contract documents

This table lists and briefly describes each contract document. You can find the individual documents on [Contracts Finder](#).

Document title	What is it?	Optional?
Core Terms	The main legal terms for both Framework and Call-Off Contracts.	
Framework Award Form	Includes important information and contents of a Framework Contract.	
Schedules	Attachments to the Core Terms which contain important information about specific aspects of buying and selling.	
Framework Schedule 1 (Specification)	The Deliverables CCS needs the Suppliers to provide to Buyers.	
Framework Schedule 2 (Framework Tender)	How the Supplier proposes to meet the requirements in the Specification.	
Framework Schedule 3 (Framework Prices)	The price the Supplier can charge for Deliverables under the Framework Contract.	
Framework Schedule 4 (Framework Management)	How CCS and Suppliers will manage the Framework Contract.	
Framework Schedule 5 (Management Charges and Information)	How Suppliers report to CCS and the charges they have to pay to CCS for using the Framework Contract.	
Framework Schedule 6 (Order Form Template and Call-Off Schedules)	The template documents that the Buyer needs to complete to form a Call-Off Contract.	
Framework Schedule 7 (Call-Off Award Procedure)	The process that a Buyer must follow to award a Call-Off Contract.	
Framework Schedule 8 (Self Audit Certificate)	A letter Suppliers must send to CCS each year to confirm that it has tested its own records and reporting about the Framework Contract.	
Framework Schedule 9 (Cyber Essentials Scheme)	Obligations on the Supplier to maintain cyber security accreditation.	Yes
Joint Schedule 1 (Definitions)	What the capitalised terms in the documents mean and how to interpret the Contract.	

Joint Schedule 2 (Variation Form)	How the Supplier, CCS and the Buyer can make a change to an existing Contract.	
Joint Schedule 3 (Insurance Requirements)	The insurance a Supplier needs in case it breaches a Contract or is negligent.	
Joint Schedule 4 (Commercially Sensitive Information)	The only information about the Supplier that can't be disclosed or reported to the public.	
Joint Schedule 5 (Corporate Social Responsibility)	Agreement that the Supplier behaves as a good corporate citizen.	
Joint Schedule 6 (Key Subcontractors)	Restrictions on a Supplier switching the subcontractors working on the Contract.	Yes
Joint Schedule 7 (Financial Difficulties)	What Suppliers must do if they are in financial trouble.	Yes
Joint Schedule 8 (Guarantee)	The document signed by a third party to provide additional assurance that the Supplier will meet their obligations under the Contract.	Yes
Joint Schedule 9 (Minimum Standards of Reliability)	Restriction on the buyer entering into Call-Off Contracts if it does not meet the standards required in the OJEU notice.	Yes
Joint Schedule 10 (Rectification Plan)	The process to follow if a supplier defaults a contract.	
Joint Schedule 11 (Processing Data)	Details about the data processing the supplier is allowed to do.	
Joint Schedule 12 (Supply Chain Visibility)	This will be required by central government Buyers letting call off contracts subject to Procurement Policy Note 01/18 ie falling above the £5 million per annum value threshold.	
Call-Off Schedule 1 (Transparency Reports)	The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements.	Yes
Call-Off Schedule 2 (Staff Transfer)	How CCS, the Buyer or the Supplier protect employees' rights when the organisation or service they work for transfers to a new employer.	Yes

Call-Off Schedule 3 (Continuous Improvement)	The requirement that the Supplier always improves how it delivers the Call-Off Contract.	Yes
Call-Off Schedule 4 (Call-Off Tender)	How the Supplier proposes to meet the requirements of a Call-Off Contract.	
Call-Off Schedule 5 (Pricing Details)	Placeholder for pricing information additional to that contained in the Order Form.	Yes
Call-Off Schedule 6 (ICT Services)	Additional terms for the delivery of ICT Services.	Yes
Call-Off Schedule 7 (Key Supplier Staff)	Restrictions on a Supplier changing staff that are crucial to deliver the Contract.	Yes
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	What the Supplier must do to make sure the Contract can still be delivered even if there's an unexpected event.	Yes
Call-Off Schedule 9 (Security)	What the Supplier must do to ensure that Buyer data and Deliverables are kept secure.	Yes
Call-Off Schedule 10 (Exit Management)	What the Supplier needs to do at the end of a Call-Off Contract to help the Buyer continue to deliver public services.	Yes
Call-Off Schedule 11 (Installation Works)	What the supplier needs to do when installing items for the buyer.	Yes
Call-Off Schedule 12 (Clustering)	Enables multiple Buyers to join together to procure Deliverables more efficiently.	Yes
Call-Off Schedule 13 (Implementation Plan and Testing)	The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements.	Yes
Call-Off Schedule 14 (Service Levels)	The standards of service required by the Buyer and what happens when these are not met.	Yes
Call-Off Schedule 15 (Call-Off Contract Management)	How the Supplier and the Buyer should work together on the Call-Off Contract.	Yes
Call-Off Schedule 16 (Benchmarking)	A process for comparing the value of the Supplier against other providers in the market.	Yes
Call-Off Schedule 17 (MOD)	Any additional terms required by MOD Buyers.	Yes

Terms)		
Call-Off Schedule 18 (Background Checks)	Allows the Buyer to specify that the Supplier ensures that staff involved in performance of the contract are subject to, and satisfy, checks in respect of relevant convictions.	Yes
Call-Off Schedule 19 (Scottish Law)	Switches the interpretation of the contract from the laws of England and Wales to Scottish law.	Yes
Call-Off Schedule 20 (Call-Off Specification)	Further details about what has been ordered under a call-off contract.	Yes
Call-Off Schedule 21 (Northern Ireland Law)	Switches the interpretation of the contract from the laws of England and Wales to law of Northern Ireland.	Yes
Call-Off Schedule 22 (Lease Terms)	Contains terms that should be used to govern an arrangement under which a Buyer leases equipment from a Framework Supplier.	Yes
Call-Off Schedule 23 (Optional Provisions)	Contains two parts either or neither of which may be used. The first, "Secret Matters", should be used where the Supplier will be exposed to sensitive government information. The second "NHS Coding" should be used where NHS Buyers have requirements for their Suppliers to conform to NHS product coding requirements.	Yes