



Crown
Commercial
Service

Invitation to Tender

Attachment 1 – About the framework

RM6111 - Cloud Compute

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Welcome

We invite you to bid in this competition for Cloud Compute services. 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, 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 tool, to submit your bid

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

There are also 11 attachments to the ITT pack.

These attachments are:

Attachment 2a **Selection questionnaire** – you must complete the questions detailed in this questionnaire online in the eSourcing tool (qualification envelope)

Attachment 2b **Relevant Principle Services Template** – in accordance with Procurement Policy Note 04/15 you must fill in this form to provide a full and comprehensive list of all the Relevant Principal Services provided in the previous three (3) years. You must then attach this form to the relevant selection question in the eSourcing tool (qualification envelope). 'Relevant Principal Services' in this context is Cloud Compute Services as detailed in the Framework documentation, with a total contract value equal to or in excess of £20,000,000

Attachment 2c **Award questionnaire** – you must complete the questions detailed in this questionnaire online in the eSourcing tool (technical envelope)

Attachment 2d **Certificate of Past Performance** – This also pertains to Procurement Policy 04/15 and must not be confused with requests for Contract Examples. You must get your customer to populate the Certificate of Past Performance. You must then attach each certificate to the relevant selection questions in the eSourcing tool (qualification envelope).

Attachment 3 **Price model workbook** – you must complete the unlocked yellow cells in this attachment and upload to question PQ1 in the eSourcing tool (commercial envelope)

Attachment 4 **Information and declaration workbook** – if you are relying upon any other organisation, including key subcontractors or consortium members, to meet the

selection, you must get **each of the organisations** to populate this attachment. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing tool (qualification envelope).

Attachment 5 **Financial assessment template** – you do not need to populate this template as part of your bid

Attachment 6 **Consortia details** – you should complete this spreadsheet if you are bidding as the lead member of a consortium and attach to selection question 1.10.4 in the eSourcing tool (qualification envelope).

Attachment 7 **Key subcontractor details** – you should complete this spreadsheet if you intend to use Key Subcontracts in your bid and attach to selection question 1.12.3 in the eSourcing tool (qualification envelope)

Attachment 8 **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 9 **Terms and Conditions**

Make sure you **read all the attachments, and the contract documents** which can be found on the eSourcing tool. 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 bidder guidance which can be found on the below link for help using our eSourcing tool and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

1. What you need to know

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.

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 procedure and award criteria).

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. NB This specific framework does not feature lots.

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).

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 to provide the deliverables under the framework.

What is the difference between a bidder and supplier?

Successful bidders will become suppliers.

The Public Contracts Regulations 2015

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

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

The main purpose of this Framework Agreement is to put in place a route for UK public sector organisations (Buyers) to buy their IaaS and PaaS requirements directly from the owners of public cloud platforms (Suppliers).

The scope is necessarily restricted to 'pure' compute requirements which do not require additional services such as design, detailed configuration, tailoring or any ongoing management or data migration in/out. The Services can most simply and usefully be thought of as a commodity 'utility' service where Buyers connect to and use the Supplier's platform and processing resources for their own requirements, subject to acceptable use policies and compliance with Law. Examples could include the buyer's development of new software applications or to manipulate large sets of data such as weather prediction or modelling medical scenarios, and particularly the ability for the services to be rapidly scalable at short notice.

This Framework Agreement will offer self-serve functionality to Buyers with the protection of appropriate and robust contract conditions which have been specially developed for this purpose.

Bidders should note the following key requirements to participate in

the procurement of this Framework Agreement:

1. You must have full and exclusive control of the infrastructure which underpins the platform used to provide the Services
2. You must use the Public Cloud Deployment Model here: <https://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf> to provide the Services
3. You must be capable of providing the Services primarily from within the UK (where specifically required by Buyers)
4. You must be able to offer a platform availability of 99.9% across an all day every day baseline
5. You must provide one example of a contract where you have delivered services using the Public Cloud Deployment Model to a customer organisation (public or private sector) in Europe during the last three years

Please refer to Framework Schedule 2 (Services) for the full scope of the 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, 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.

How the framework is structured

The framework will be established for 24 months with the option for us to extend for two further 12 month periods.

This framework is a single lot framework, due to the limited number of suppliers in this particular market.

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).

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)	01/12/2020
Publication date (this is the date the ITT pack will be published)	03/12/2020
Clarification questions deadline	17:00 18/12/2020
Deadline for our responses to clarification questions	17:00 07/01/2021
Bid submission deadline	10:00 14/01/2021
Compliance	From the bid submission deadline through to Award of Framework Contracts
Issue of intention to award notices to successful and unsuccessful bidders	17/03/2021
End of mandatory standstill period	midnight at the end of 29/03/2021
Award of framework contracts	30/03/2021
Framework start date	31/03/2021

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 tool. 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 8 (Management Information).

The percentage management charge is stated in Framework Schedule 1 (Definitions).

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 any existing framework contract or arrangements that this framework will replace
- services will only be provided to buyers under call-off contracts, no services will be provided to CCS under the framework contract
- this framework relates to new services

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

We don't think TUPE will apply to call-off contracts because the services are to be carried out in connection with a single specific event or task of short-term duration.

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

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 120 days after the bid submission deadline.

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

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 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.

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. 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) as a result of the competition
- 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:
 - o you submit a non-compliant bid
 - o your bid contains false or misleading information

- o you fail to respond to any clarifications from us
- o you fail to tell us of any change in the contracting arrangements between bid submission and contract award
- o the change in the contracting arrangements would result in a breach of procurement law
- o for any other reason set out elsewhere in this ITT pack
- o 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 contract documents comprises three key components:

1. Framework Agreement

This is the contract between each supplier and CCS. It governs the supplier's relationship with us and incorporates template versions of the call-off contract and order form which buyers will populate and use as the basis of contracting with suppliers to procure their requirements.

The framework agreement is entered into once this procurement exercise is completed and both parties have signed on page 38. You must sign and return the framework agreement within 10 days of being asked. If you do not sign and return, we will withdraw our offer of a framework agreement.

As well as the main terms and conditions the framework agreement includes 14 schedules as listed below.

Document title	What is it?
Framework Schedule 1 (Definitions)	What the capitalised terms in the framework agreement mean and how to interpret the framework agreement.
Framework Schedule 2 (Services)	The Services CCS needs the Suppliers to provide to Buyers.
Framework Schedule 3 (Framework Prices and Charging Structure)	Describes the permissible ways the Supplier can price and charge for services under Call-Off Contracts.
Framework Schedule 4 (Template Order Form and Template Call-Off Terms)	The template documents that the Buyer needs to complete to form a Call-Off Contract.
Framework Schedule 5 (Call-Off Procedure)	The process that a Buyer must follow to award a Call-Off Contract.

Framework Schedule 6 (Award Criteria)	The criteria that a Buyer must apply in deciding to award a Call-Off Contract.
Framework Schedule 7 (Framework Management)	How CCS and Suppliers will manage the Framework Agreement.
Framework Schedule 8 (Management Information)	How Suppliers report to CCS and the charges they have to pay to CCS for using the Framework Agreement.
Framework Schedule 9 (Annual 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 Agreement.
Framework Schedule 10 (Marketing)	How the Supplier and CCS may promote the Framework Agreement and the Services.
Framework Schedule 11 (Insurance Requirements)	The insurance a Supplier needs in case it breaches a Call-Off Contract or is negligent.
Framework Schedule 12 (Commercially Sensitive Information)	The only information about the Supplier that can't be disclosed or reported to the public.
Framework Schedule 13 (Tender)	The Supplier's response to this procurement exercise which is incorporated into the Framework Agreement.
Framework Schedule 14 (Processing, Personal Data and Data Subjects)	Details about the data processing the supplier is allowed to do.

2. Call-Off Contract

This is the contract between the supplier and the buyer. It governs the supplier's relationship with the buyer and incorporates template versions of the call-off contract and order form which buyers will populate and use as the basis of contracting with suppliers to procure their requirements.

The call-off contract is entered into once an order form has been completed following either a direct award or further competition procedure, as applicable, and both parties have signed in section D on page 11 of the order form.

As well as its main terms and conditions the call-off contract includes just one schedule as listed below.

Document title	What is it?
Call-Off Schedule 1 (Definitions)	What the capitalised terms in the Call-Off Contract and Order Form mean and how to interpret the Call-Off Contract and Order Form.

3. 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 4 (Annex 1 - Template Order Form}. You can read about how buyers will do their call-offs in Framework Schedule 5 (Call-Off Procedure).

The order form lays out:

- the supplier and buyer contact details
- details of what will be supplied and associated pricing (including any applicable discounts)
- The contract duration, including any minimum commitments
- how much it'll cost
- a list of all the applicable contract terms, relevant service descriptions and SLAs, including any special terms

The call-off contract will be created when both parties agree to it by each party signing a completed template order form. After a buyer has entered into a call-off contract with a supplier, provided their subsequent requirements are within the stated scope of services within the order form they may amend the services (including adding and varying services) via the supplier's relevant admin console/portal.

11. Additional information

11.1 In this section 11, "Procurement Regulations" means each of:

- a) the Public Contracts Regulations 2015 (SI 2015/102);
- b) the Concession Contracts Regulations 2016 (SI 2016/273);
- c) the Utilities Contracts Regulations 2016 (SI 2016/274);
- d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
- e) the Remedies Directive (2007/66/EC);
- f) Directive 2014/23/EU of the European Parliament and Council;

- g) Directive 2014/24/EU of the European Parliament and Council;
- h) Directive 2014/25/EU of the European Parliament and Council; and
- i) Directive 2009/81/EC of the European Parliament and Council.

11.2 Some purchases under this framework may have requirements that can be met under this framework but the purchase of which may be exempt from the Procurement Regulations. In such cases, call-offs from this framework will be unregulated purchases for the purposes of the Procurement Regulations, and the buyers may, at their discretion, modify the terms of the framework and any call-off contracts to reflect that buyer's specific needs.

12. 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, 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.