

Customer guidance (RM1557.11)



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Key facts summary

- The G-Cloud framework facilitates the purchase of commoditised cloudbased services only
- Services are off-the-shelf, pay-as-you-go cloud solutions
- Services are up-to-date innovative solutions
- Framework is compliant, regulated and refreshed
- Transparency: catalogue showcases suppliers' service information, including service definitions, pricing and suppliers' terms and conditions
- Moving away from long term contracts maximum duration is 24 months with the option to extend twice by 12 months each time (subject to approval for central government customers)
- 4,000+ suppliers, circa 90% of suppliers are SMEs
- Offering around 31,000 services across the 3 lots
- No OJEU, Invitation to Tender (ITT), Request for price (RFP), request for quote (RFQ), request for information (RFI) or negotiation
- More time and cost effective buying process
- Central government and customers in the wider public sector have spent almost £5 billion through the G-Cloud frameworks

What is the G-Cloud Framework and **Digital Marketplace**

The G-Cloud framework allows public sector customers to buy commoditised cloud-based solutions through a framework that is compliant and regularly refreshed allowing CCS to provide our customers with up-to-date innovative solutions.

All services within this framework are visible within the online catalogue -Digital Marketplace.

The Digital Marketplace showcases all services available through the G-Cloud framework.

Within the Digital Marketplace, customers can find all of the suppliers' service information, including comprehensive service definitions, pricing documents and suppliers' terms & conditions which enable our customers to evaluate the capabilities.

The G-Cloud framework supports the 'Cloud First Policy' as a way to access and use cloud-based services in a flexible and agile fashion, buying only the services needed, when they are needed.

What services are available?

The G-Cloud framework facilitates the purchase of commoditised, cloud-based services only. These services are 'off the shelf', pay-as-you-go cloud solutions. Services span across 3 'lots'. These lots are defined as follows:

Lot 1: Cloud Hosting

Cloud hosting suppliers provide cloud platform or infrastructure services that can help customers:

- Deploy, manage and run software onto the cloud infrastructure; customer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider.
- Provision processing, storage or other fundamental computing resources where the customer is able to deploy and run arbitrary software, which can include operating systems and applications.

The customer does not manage or control the underlying cloud infrastructure including network servers, operating systems or storage, but has control over the deployed applications and possibly configuration settings for the applicationhosting environment.

Lot 2: Cloud Software

The capability provided to the customer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g. webbased email) or a program interface.

The customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even application capabilities, with the possible exception of limited user-specific application configuration settings.

Lot 3: Cloud Support

Cloud support provides services to help customers set up and maintain their cloud services.

- Planning
- Set-up and migration
- Testing
- Training
- Ongoing support

Please note that consultancy and people-based resource services, with the exception of those listed above should not be procured through the G-Cloud framework.

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

- Co-location services see Crown Hosting Services (RM1069)
- Non-cloud related services / consultancy - see Technology Services 2 (RM3804), Management Consultancy RM3745
- Bespoke design and development see Digital Outcomes & Specialists (RM1043.5)
- Hardware see Technology Products 2 (RM3733)
- National Cyber Security Centre (NCSC) schemes detailed below. Any cyber security services that have been assured by the following NCSC schemes are out of scope of G-Cloud:
 - Cyber Security Consultancy
 - Penetration Testing (CHECK)
 - Cyber Incident Response (CIR)
 - Tailored Assurance Service
 - Recruitment only support relating to the cloud is permitted, not the provision of staff or interims

Notes to buyers

Consider if G-Cloud is the best route to market for vour requirements.

Recommended for:

- Off-the-shelf services
- Short duration requirements
- Benchmarking for business case purposes
- Where 'exit' is primarily concerned with extracting your data

Not recommended for:

- Requirements where a high level of peoplebased resources are required
- Design and bespoke development Digital Outcomes & Specialists (RM1043) should be used
- Long contracts where there is a 'lock in' to a particular supplier
- Extending contracts that have expired from other frameworks
- Requirements that can be bought via Data and Application Solutions (RM3821)

IR35

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

All limited company contractors provided through G-Cloud must be assessed as per the new HMRC legislation on off-payroll working (as would all limited company contractors provided to the public sector).

Customers should consider if IR35 applies to the services required under the framework. If IR35 is deemed to apply, customers should consider if the framework is an appropriate route. The customer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the call-off contract is inside or outside IR35.

The customer may end this call-off contract for material breach if the supplier is delivering the services Inside IR35.

Transfer of Undertakings (TUPE)

Services under the G-Cloud framework should not attract TUPE provisions, however, in the event that TUPE should apply then TUPE obligations shall be applicable. The supplier agrees that if the Employment Regulations apply to this call-off contract on the start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an admission agreement) and will indemnify the customer or any former supplier for any loss arising from any failure to comply.

Please see section 29 of the call-off agreement for full information.

General Data Protection Regulation (GDPR)

GDPR was introduced on 25th May 2018. Customers and suppliers should familiarise themselves with GDPR via the Information Commissioner's Office (ICO) communications.

The G-Cloud 11 call-off includes GDPR clauses and schedules for customers to populate their data protection details and requirement.

Modern Slavery

The Modern Slavery Act 2015 is an Act of the Parliament of the United Kingdom. It's designed to combat modern slavery in the UK and consolidates previous offences relating to trafficking and slavery. The act extends to England and Wales.

The Transparency in Supply Chains Provision (TISC, s.54) of the Modern Slavery Act (MSA) requires commercial entities with an annual turnover of £36m or more to report annually on their actions to identify, prevent and mitigate modern slavery in their supply chain.

It is the responsibility of the buyer to ensure they are following their own policies.

Social Value

Social value legislation requires buyers of public sector services to consider whether there are related social, economic or environmental benefits that can be delivered through a contract. You need to be confident that you choose the right commercial solutions to help you deliver real benefits - whether that's creating more apprenticeships, reducing carbon emissions in your local area or your own unique local priorities.



How to access and use the Digital Marketplace

Customers can access the Digital Marketplace catalogue via the following link: https://www.gov.uk/digital-marketplace

Find technology or people for digital projects in the public sector via G-Cloud, DOS or Crown Hosting.

- **DOS** Find an individual specialist e.g. a developer or user researcher
- **DOS** Find a team to provide an outcome e.g. a booking system or accessibility audit
- **DOS Find user research participants** e.g. people from a specific user group to test your service
- **DOS Find a user research lab** e.g. a room to conduct research sessions
- **G-Cloud** Find cloud hosting, software and support e.g. content delivery networks or accounting software
- **Crown Hosting** Buy physical datacentre space e.g. access to mission-critical datacentres

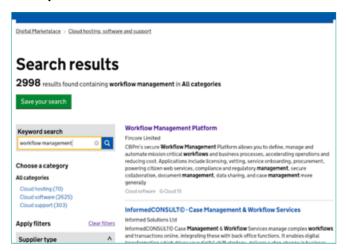
The Digital Marketplace showcases all services available under the G-Cloud framework. Customers must search the Digital Marketplace to find services which best meet their requirements. To help customers refine their searches we have provided some intelligent search hints below:

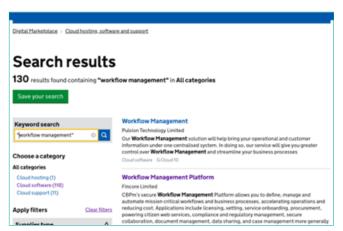
Intelligent search

Customers may wish to use double quotation marks when searching phrases e.g. "workflow management".

The reason for this is when multiple words are typed into the search box, the search is looking for services containing the individual words. However, by including the double quotations the exact phrase will be searched and not the individual words.

Examples:





You can incorporate an (*) as a wildcard which will enhance your search. Wildcard characters allow definition of partial search terms. In addition to this you can use the plus symbol (+) to join words instead of using double quotation marks and utilise the minus (-) function which enables you to eliminate words or phrases which are not appropriate to your search.

G-Cloud 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. This functionality facilitates a direct award following the prescribed buying process, therefore if a customer deviates from this process through mini competition RFP, RFQ, RFI, negotiation or issuing an ITT, they will actively breach the terms of the framework.

Non-compliant buying will directly impact the legality and reputation of the framework and call-off and is strictly prohibited. Customers who do not follow the correct buying process will be at risk, and the terms of the framework will be null and void.

The G-Cloud buying process comprises of 6 important steps. These steps must be followed to ensure that a compliant process is adhered to.



Step 1 – Prepare

Before exploring the Digital Marketplace, it is essential for you to understand what it is you are looking to buy. Therefore, we would recommend partnership working between procurement and technical professionals to establish high-level requirements/service outputs and timescales.

Procurement expertise is essential in ensuring a compliant buying process is adhered to, whereas technical experts are required to evaluate the capabilities of the service offerings available to buy within the Digital Marketplace. You may wish to consider the following:

- What funds are available for the purchase of the service?
- High level understanding of your requirements - without limiting yourself to specific details
- Ensure that both technical and procurement interests are covered in the requirements
- What selection criteria will your choice be based upon? – best price or Most Economically Advantageous Tender (MEAT)
- Is G-Cloud the correct framework for your needs?

Creating an extensive list of search terms will help you when proceeding to the long list stage. Therefore, market research would be advisable at the start of your buying process.

Step 2 – Search & longlist

The purpose of formulating a longlist is so that you can refine the broad range of services available and find the service which best fits your high-level requirements within the Digital Marketplace.

At tender stage suppliers are restricted as to how they describe their service offerings. This means that the short description is formulated by suppliers using their own language and terminology to best describe their service. Therefore, in order for you to formulate your long list of services and not to exclude any potential suppliers, it is essential to run multiple searches using different semantics and terminologies e.g. eProcurement, eTendering and eSourcing ultimately mean the same thing. This in turn will ensure a comprehensive and robust long list of services are filtered from the Digital Marketplace.

To help refine and assist with your searches please refer to section 4 – How to access and use the Digital Marketplace.

When formulating your long list, it is important that you keep an auditable trail of your search criteria so as to demonstrate how and why you chose a specific service. The audit trail needs to be done offline and away from the Digital Marketplace. However, there is a 'save search' button facility.

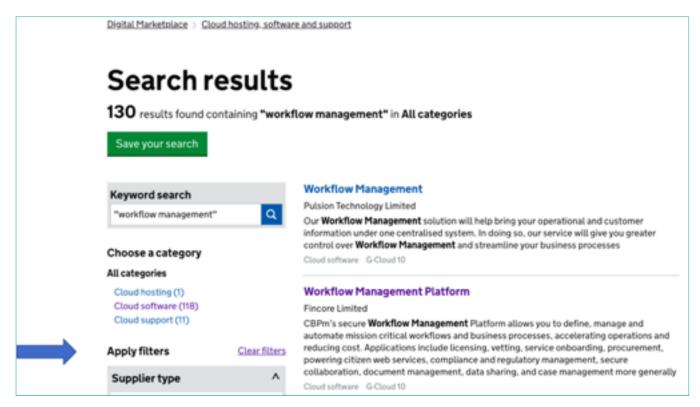
It is important that you can provide sufficient evidence to mitigate against any risk of challenge.

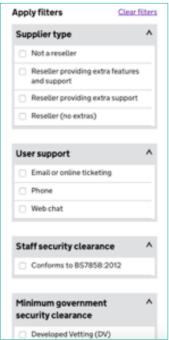
Please refer to the CCS G-Cloud 11 Evaluation <u>Templates.</u> These templates are purely an example and not mandated forms.

Step 3 – Developing your longlist into a shortlist

On the Digital Marketplace you will find a list of filters which will help to refine your search, this can be seen in the image below. Through applying multiple filters your long list will reduce to a manageable short list of services, which can then be evaluated individually.

You will need to establish which filters best suit your specific requirement and apply as necessary. Please be aware that buyers need to be able to justify the reasoning behind using the filters to mitigate any risk of challenge.





Customers must ensure that they have captured and audited the filtering process for each catalogue search criteria. As mentioned in step 3, customers can use the G-Cloud 11 Evaluation Templates to help capture this.

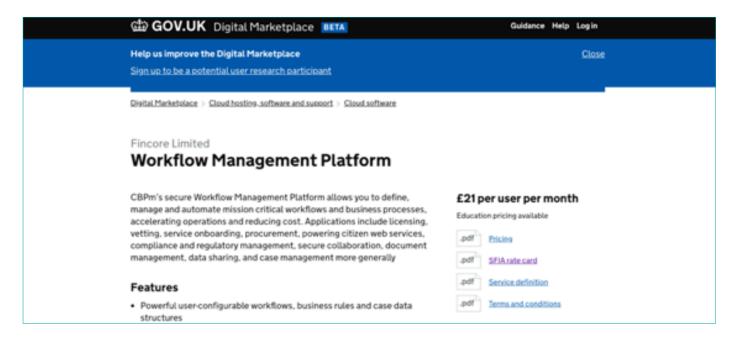
Before proceeding with your shortlist evaluation, CCS would advise that you contact the shortlisted suppliers directly in order to confirm they hold the resource capabilities to deliver to your timescales, if they were to be successful in the shortlist evaluation.

Step 4 – Evaluation and selection

Before customers begin their short list evaluation process, it is important for them to understand that terms are fixed at the point of tender and therefore are non-negotiable. Services which are available on the Digital Marketplace cannot be deviated from and are the only services available from the supplier.

The supplier's fully comprehensive information and documentation on the Digital Marketplace is what will form the contract and therefore needs to be evaluated accordingly.

To enable customers to evaluate services they need to review the shortlisted services following their search and assess suitability against their requirements.



A supplier's overall service offering will include the following:

- Service definition
- **Pricing document**
- Terms & conditions

When customers are assessing shortlisted service offering documents they have to demonstrate that each service was evaluated in a fair and transparent manner.

Shortlisted suppliers can be evaluated in 2 ways:

- 1. Most economically advantageous tender (MEAT) criteria
- 2. Direct award on lowest price only if they are comparable services

The most efficient way to compare services is using the MEAT evaluation criteria which will allow you to consider best functional fit, quality and whole life cost accordingly.

Direct Award Criteria		
1	Whole life cost – the cost effectiveness, price and running costs of the service	
2	Technical merit and functional fit – for example, coverage, network capacity and performance	
3	After-sales service management – the helpdesk, account management function and assurance of supply of a range of services	
4	Non-functional characteristics – for example, supplier terms, help with onboarding and offboarding, scalability, reliability and automatic disaster recover	

Your final choice should be based on best fit, rather than ruling out suppliers that don't meet either your current contract or an ideal set of terms.

In the event that the services you are looking to purchase are comparable you may instead consider comparing in terms of lowest price alone. Your findings should be compiled into an evaluation matrix or similarly auditable format in order to identify the 'best fit' service. Our G-Cloud 11 Evaluation Templates may help with this.

Ultimately how you weight/evaluate the suppliers is up to you; the overall selection process must be auditable, fair and transparent.

Handy hint

CCS do not conduct financial checks as part of the procurement for G-Cloud. This presents an unnecessary barrier to entry and as suppliers' financial status is monitored by CCS (in relation to their Experian credit score) for the duration of the framework this adds little value.

CCS recommend customers may wish to conduct their own financial assessment of the suppliers that they have shortlisted prior to award if they have a need to do so in line with their internal governance.

Customers must remember all of the information they need to evaluate a supplier's service can be found as attachments within the supplier's service offering page on the Digital Marketplace. (E.g. pricing, SFIA rate card, service definition and supplier terms & conditions).

This information is fixed at the point of tender, and therefore cannot be materially changed or negotiated. However, suppliers are allowed to reduce their service offering price at any time during the life of the framework. Therefore, before customers can accept the price reduction suppliers must update their pricing documents on the Digital Marketplace to reflect this new revised price.

It is the information on a supplier's catalogue which forms and defines your call-off contract, so this information must be correct and up-to-date before you proceed to award.

Please note: It is not permissible for customers to negotiate and/or accept individual price discounts. Suppliers are to treat all CCS customers as 'one'.

Handy hint

If you have any uncertainty regarding the supplier's catalogue entry / service offering,

Clarification of understanding

you can contact suppliers directly to seek 'clarification' of your understanding. However, suppliers are not allowed to materially change their service offering. This clarification can be done either by email, eSourcing suite or conference call, as long as you have a clear audited process and all shortlisted suppliers should be treated equally and fairly.

Non-compliance with the clarification process will directly impact upon the legality of the framework and is strictly prohibited, therefore please make sure that this tool is used for clarification of understanding and not a negotiation process.

Step 5 – Award/buy

Once you have evaluated and ascertained which service provision best meets your requirements, you are then in a position to enter in a direct award. In order for you to proceed you are required to complete the G-Cloud 11 call-off agreement.

Please note that within the contract, guidance notes can be seen highlighted in green and mandatory fields are highlighted in yellow. The call-off agreement can be found by the following links:

G-Cloud 11 Call-Off Contract

G-Cloud 11 Framework Agreement

Handy hint

It is imperative for customers to use the correct Call-Off Agreement when buying a **G-Cloud service.**

You will also need the Service ID which can be found on the Digital Marketplace within the service offering.

EXAMPLE: 3702 9576 1234 456 (15 digits).

Within the call-off contract, customers must clearly stipulate their service requirements up front in line with the service offering defined on the Digital Marketplace. Once complete, a copy of the call-off agreement must be signed by all interested parties (i.e. both the customer and supplier) before the call-off can commence.

The initial call-off term of up to 24 months can be extended by 2 x 12 month periods giving a maximum term of 48 months. Please note that customers must ensure they have a robust exit plan prior to placing any order to prevent supplier lock-in. The supplier must give an 'additional exit plan' to approve at least 8 months before the contract ends.

For central government departments, prior approval must be obtained from the Government Digital Service (GDS) under the spend controls process before extending beyond 24 months. Contact gdsapprovals@digital.cabinet-office.gov.uk.

At the end of a call-off, if the customer's scope has not changed and a service is still required, they must still conduct a re-evaluation of services available on the Digital Marketplace. This exercise is to ensure that the customer is still receiving the best value for money and no alternative services have been added through new iterations of the Framework.

As a matter of best procurement practise, CCS would advise that customers build in a standstill period after they have notified the successful and unsuccessful shortlisted suppliers. CCS would also suggest that in order to help aid the maturity of the market place customers should offer feedback relating to all of the supplier's services offerings which have been evaluated. This feedback will help suppliers to implement improvements, if they choose to retender and improve their service offering, adding value to both new and existing services, which you in turn can then utilise in the future.

Step 6 - Benefits

Crown Commercial Service's remit is to work with departments and organisations across the whole of the public sector to ensure maximum value is extracted from every commercial relationship and improve the quality of service delivery.

In order to capture savings for the nation and monitor the performance of the G-Cloud Framework, it is essential that customers complete the G-Cloud 11 Customer Benefit Record form every time that they enter into a call-off agreement.

A copy of the G-Cloud 11 Customer Benefit Record form should be emailed to gcloud-benefits@crowncommercial.gov.uk when completed.

Please note: CCS will not publish savings relating to specific procurements – it is purely to record and validate the benefits of utilising the G-Cloud framework agreement(s) in line with auditable savings for government and public sector organisations.

Terms & conditions and contractual obligations

G-Cloud hierarchy of terms:

- 1 G-Cloud Framework
- 2 · Call Off Agreement
 - Order Form
- **Suppliers Terms and Conditions**

The G-Cloud framework is unlike most other frameworks as it incorporates the suppliers' terms & conditions. It was recognised that to support the SME agenda, CCS needed to move away from the traditionally lengthy and unrealistic terms & conditions and embrace innovation and change.

CCS, in collaboration with our legal team were able to determine which compulsory and legally compliant terms were required for this framework, enabling us to refine the terms and conditions and remove any unnecessary and unrealistic terms.

Although customers have the reassurance that the G-Cloud framework and call-off agreement terms will take precedence, ultimately these do not determine the commercial details themselves. Instead, the suppliers' terms and conditions will define the way in which the service will operate.

Please note: in the case of any contradiction of terms, the call-off and framework terms will take precedence.

Therefore, as part of a customer's shortlist evaluation, CCS insists that they familiarise themselves with both the G-Cloud framework and call-off terms and evaluate all shortlisted suppliers' terms and conditions accordingly. We would recommend that this evaluation is done by a lawyer or suitably qualified professional to assess and determine if those are in line with their organisational objectives.

Handy hint

Collaboration Agreement Schedule 3 G-Cloud customers can draw up a formal collaboration agreement. This agreement will allow our customers to formally co-ordinate a partnership working approach among all parties, so that they can deliver their overall IT requirements in an efficient and effective way.

This agreement can be drawn up to provide ongoing cooperation of suppliers across differing contractual arrangements.

Handy hint

Variation Process (Section 32)

Buyers can request in writing a change to the call-off contract if there isn't a material change to the framework agreement/call-off contract. Once implemented, it is called a variation. This offers our customers flexibility, but can only be done with the full agreement of the supplier.

Variations are only permissible if they do not materially change the suppliers' service offer.

More guidance can be found here.

Templates and training

G-Cloud 11 Customer Benefit Record

G-Cloud 11 Evaluation Templates

G-Cloud 11 Call-Off Contract

G-Cloud 11 Framework Agreement

All documents can be found on the Digital Marketplace www.digitalmarketplace.service.gov.uk/

The National Audit Office has guidance on cloud services that buyers may find useful: www.nao.org.uk/report/guidance-for-audit-committees-on-cloud-services/

