

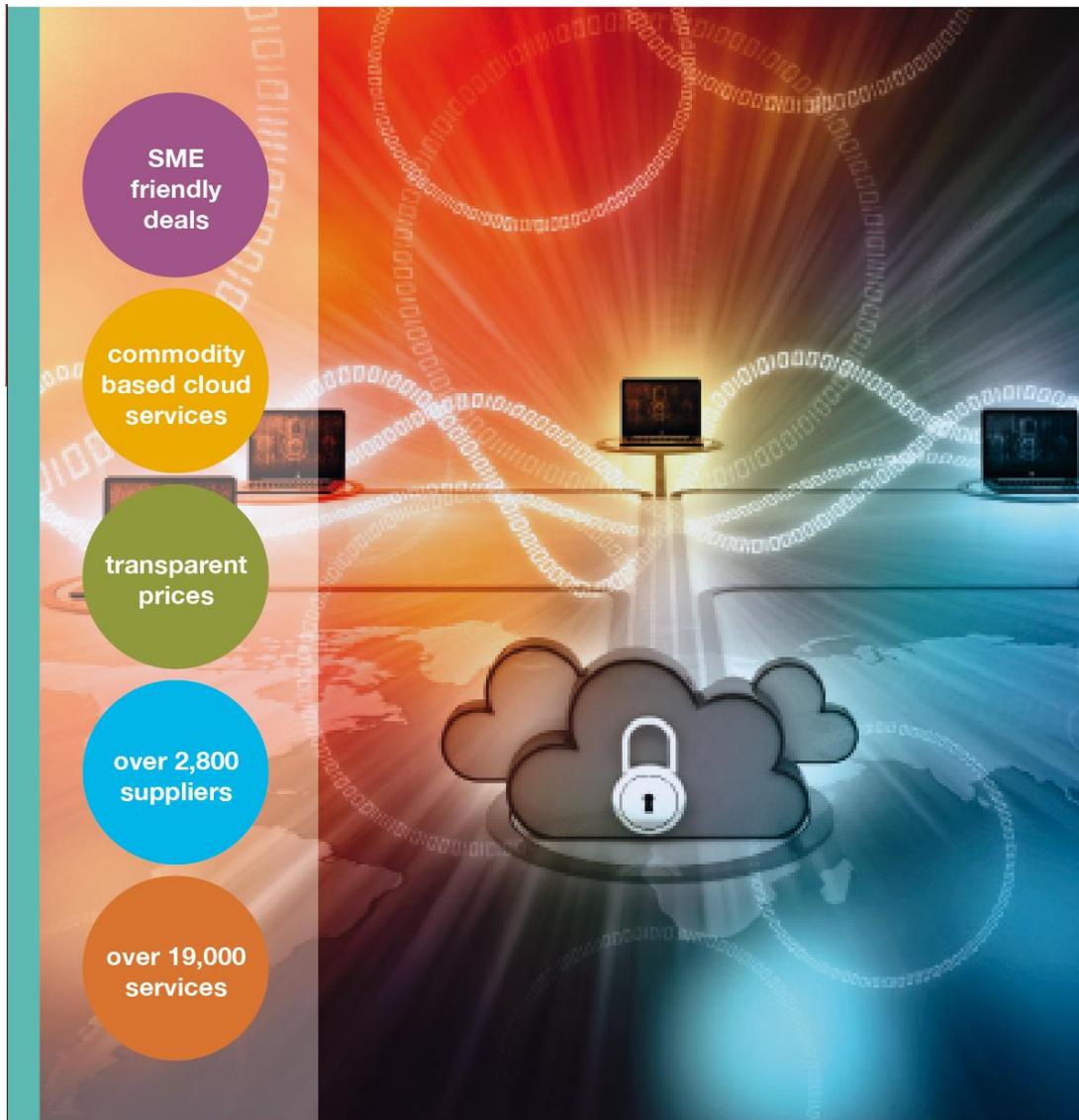


Crown  
Commercial  
Service

# G-Cloud 9 Framework

## Overview and Buyers Guide

22 May 2017





# Contents

1.	Key Facts Summary .....	03
2.	What is the G-Cloud Framework and Digital Marketplace.....	04
3.	What services are available .....	05
4.	How to access & utilise the Digital Marketplace.....	08
5.	Prescribed buying process (inclusive of audit templates) .....	10
6.	Terms and Conditions and Contractual Information .....	20
7.	Templates and training .....	22

Contact details

# 1

## Key Facts Summary

- The G-Cloud Framework facilitates the purchase of commoditised cloud based 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 supplier's service information, including service definitions, pricing and supplier's 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 buyers)
- 2,800+ suppliers, 90% of suppliers are SME's
- Offering over 19,000 services across the three 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

# 2

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

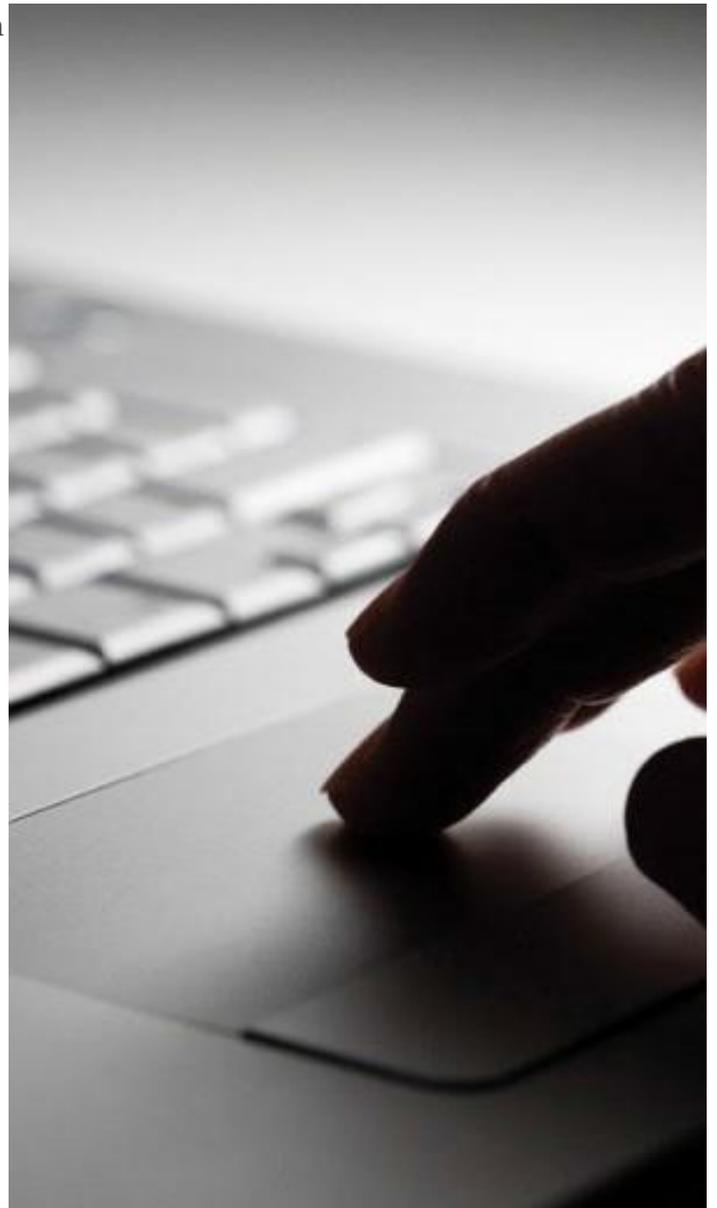
The G-Cloud Framework Agreement allows public sector buyers to buy commoditised cloud based solutions through a Framework that is compliant and regularly refreshed allowing CCS to provide our customers with up-to-date innovative solutions.

All services within these Frameworks are visible within the online catalogue (Digital Marketplace).

The Digital Marketplace is the online catalogue which showcases all services available through the G-Cloud Framework.

Within the Digital Marketplace buyers can find all of the supplier's service information, including comprehensive service definitions, pricing documents and supplier's terms and conditions which will enable our customers to evaluate their 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.



# 3

## 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 three “lots”. These Lots are defined as follows:

### Lot 1

#### Cloud Hosting

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

- 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 application-hosting environment.

Buyers only need to pay for what they use.

### 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., web-based email), or a program interface.

The customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of

limited user-specific application configuration settings.

## Lot 3

### Cloud Support

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

- Planning
- Setup and migration
- Testing
- Training
- Ongoing support

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 RM1058, ConsultancyONE RM1502
- Bespoke design and development – See Digital Outcomes & Specialists 2 (DOS 2)
- Hardware – 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 consultancy relating to the cloud is permitted, not the provision of staff or Interims

## Notes to Buyers

### IR35

G-Cloud is not a contingent labour framework and any requirements for contingent labour must be sourced through CCS's Contingent Labour One or ConsultancyOne frameworks.

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

Buyer's should consider if IR35 will apply to the services required under the framework. If IR35 is deemed to apply, buyer's should consider if the framework is an appropriate route. The Buyer 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 buyer 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 Buyer 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 is due to be introduced 25 May 2018. Buyers and suppliers should familiarise themselves with GDPR via the Information Commissioner's Office (ICO) communications. <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/introduction/>

# 4

## How to access & utilise the Digital Marketplace

Customers can access the Digital Marketplace catalogue via the following link below:

<https://www.gov.uk/digital-marketplace>

Find technology or people for digital projects in the public sector **Via G-Cloud, DOS or Crown Hosting below**

**DOS Find an individual specialist**

eg a developer or user researcher

**DOS Find a team to provide an outcome**

eg a booking system or accessibility audit

**DOS Find user research participants**

eg people from a specific user group to test your service

**DOS Find a user research lab**

eg a room to conduct research sessions

**G-Cloud Find cloud technology and support**

eg web hosting or IT health checks

**Crown Hosting Buy physical datacentre space**

eg for services that can't be migrated to the cloud

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

Intelligent search:

Buyers may wish to use double quotes when searching phrases in the Digital Marketplace search box - i.e. "service management".

The reason for this, is when you type multiple words into the search box, the search will look for services that contain all those words entered individually. However, by including double quotations it will search for the entire phrase, not individual words. Example below:

**GOV.UK** Digital Marketplace  
Home Log in Create account

This is a new service – to help us improve it please send your feedback to [digitalmarketplace@digital.cabinet-office.gov.uk](mailto:digitalmarketplace@digital.cabinet-office.gov.uk)

Service Management Integration **Search**

**1433** results for **Service Management Integration**

Choose a category

Service Integration and Management

Public Sector organisations today are expected to modernise an aging Service Desk, move to a customer-centric approach, deploy new services, and reduce costs while being challenged with managing a number of suppliers across the

Filter your results

Pricing ^

Service management ^

G5 Specialist Cloud Services

**GOV.UK** Digital Marketplace  
Home Log in Create account

This is a new service – to help us improve it please send your feedback to [digitalmarketplace@digital.cabinet-office.gov.uk](mailto:digitalmarketplace@digital.cabinet-office.gov.uk)

"Service management integration" **Search**

**21** results for **"Service management integration"**

Choose a category

[All categories](#)

SIAM Supplier Management

outcomes, overlaid with strong governance. Key words: SIAM; service integration; service integration and management; service management integration; SMI; multi-sourcing; multi-sourced; multi-vendor; multi-supplier; governance; assurance; service level management;...

Filter your results

Pricing ^

Service management ^

**Filter**

G5 Specialist Cloud Services

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 also use the plus symbol (+) to join words instead of using quotes and utilise the minus (-) function which enables you to eliminate words or phrases which are not appropriate to your search.

# 5

## PRESCRIBED BUYING PROCESS

The online catalogue ensures that all service information is available up front to enable buyers to evaluate services based upon best fit and/or price. This functionality facilitates a direct award following the prescribed buying process, therefore if a buyer 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 is comprised of six important steps. These steps must be followed to ensure that a compliant process is adhered to.



## Step 1 - Prepare

Before exploring the market place, 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 time-scales. 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 economical advantageous tender (MEAT)
- G-Cloud the correct framework for your need?

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 & long list

The purpose of formulating a long list 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 not 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, 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 to refine and assist with your searches, please refer to [section 4](#)  
[– How to access and utilise the Digital Marketplace](#)

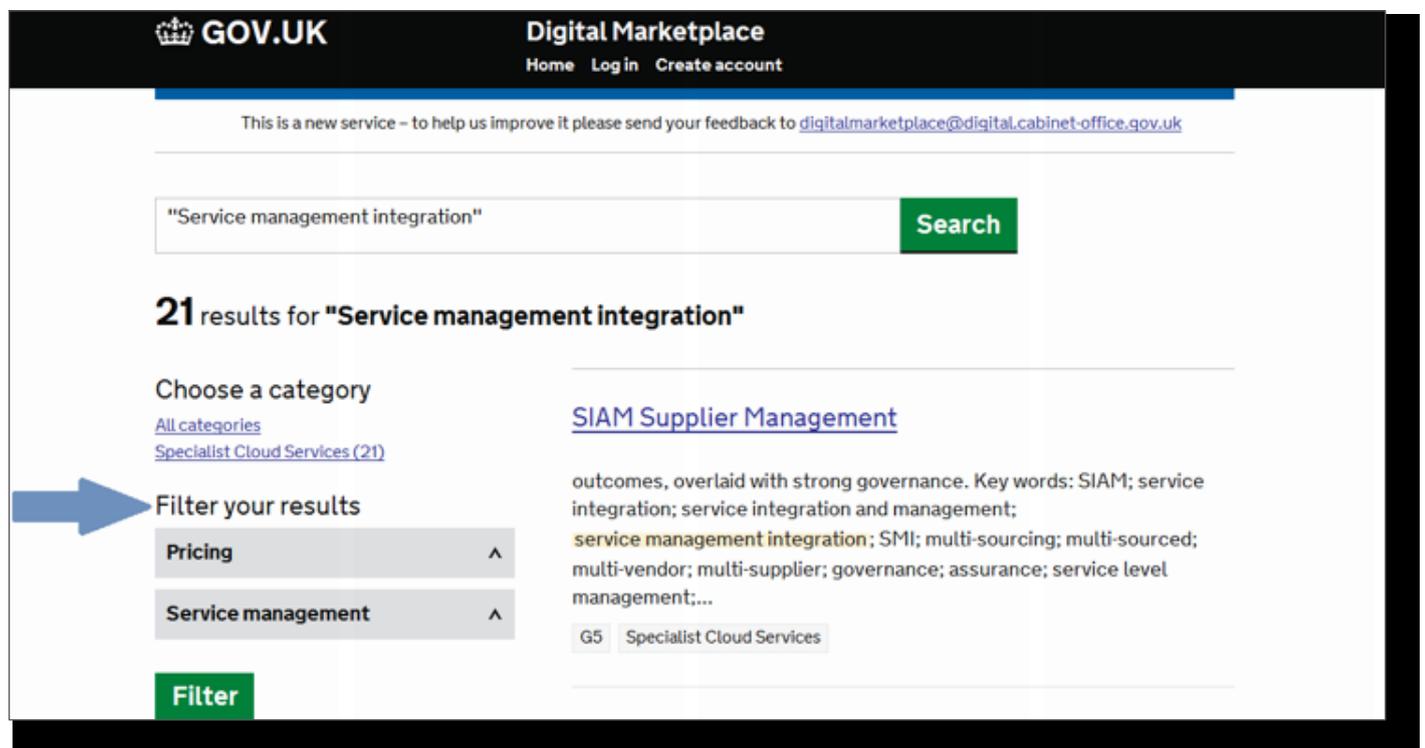
When formulating your long list, it is important that you keep an auditable trail of your search criteria as to demonstrate how and why you chose a specific service. This audit trail needs to be done offline and away from the Digital Marketplace. It is important that you can provide sufficient evidence to mitigate against any risk of challenge.

Please refer to the CCS [G-Cloud audit templates](#) these templates are purely an example and not mandated forms.

### Step 3 - Developing long list into short list

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.



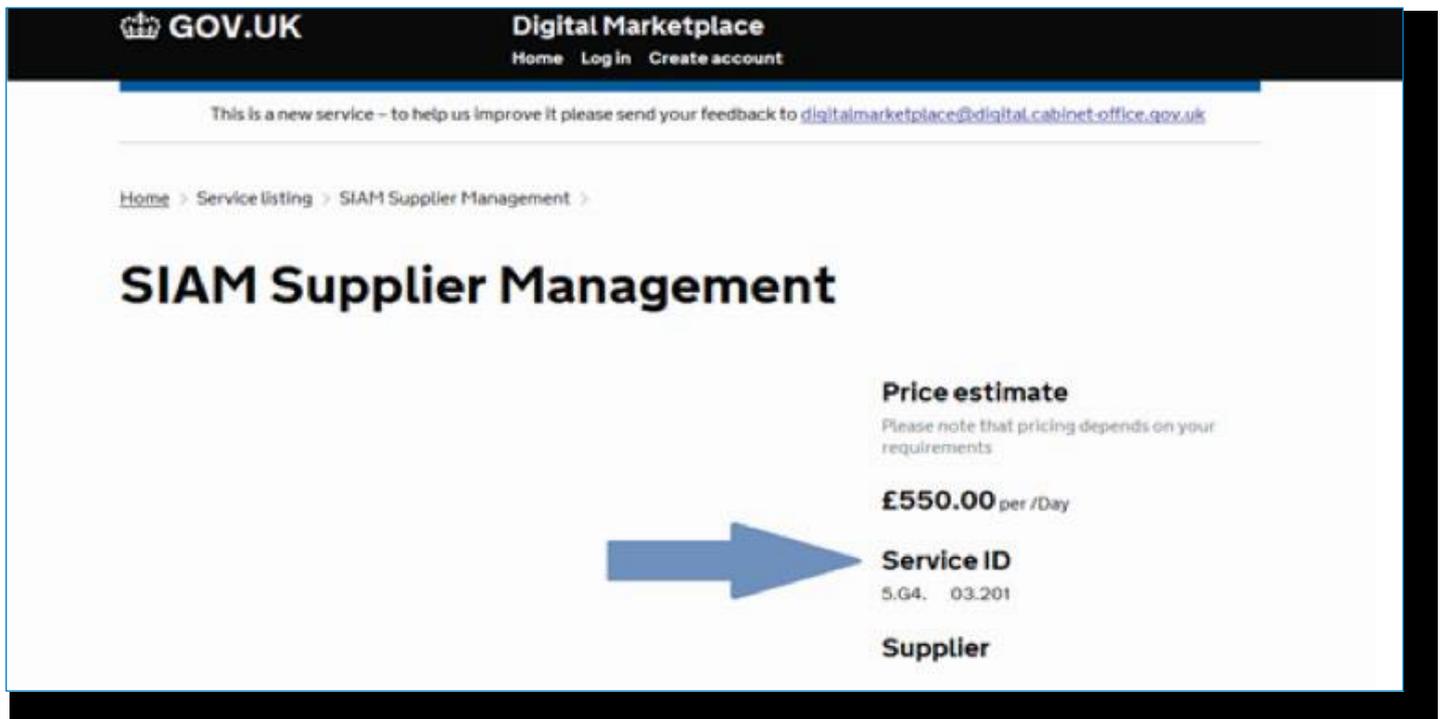
Buyers must ensure that they have captured and audited the filtering process for each catalogue search criteria. As mentioned in step 3 (above) buyers can use the [G-Cloud audit templates](#) to help capture this.

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 short list evaluation.

## STEP 4 – EVALUATION AND SELECTION

Before buyers begin their short list evaluation process it is important for buyers to understand that terms are fixed at point of tender and are therefore non-negotiable. Services which are available on the Digital Marketplace can not 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 buyers to evaluate services they need to review the short-listed services following their search and assess suitability against their requirements.



**GOV.UK** Digital Marketplace  
Home Log in Create account

This is a new service – to help us improve it please send your feedback to [digitalmarketplace@digital.cabinet-office.gov.uk](mailto:digitalmarketplace@digital.cabinet-office.gov.uk)

Home > Service listing > SIAM Supplier Management >

# SIAM Supplier Management

**Price estimate**  
Please note that pricing depends on your requirements

**£550.00** per /Day

**Service ID**  
5.G4. 03.201

**Supplier**

Suppliers overall service offering will include the following:

- Service definition
- Pricing document
- Terms and conditions

When buyers are assessing short listed supplier service offering documents, they have to demonstrate that each service was evaluated in a fair and transparent manner.

Short listed suppliers can be evaluated in two ways:

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

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

CRITERIA NUMBER	Direct Award Criteria
1	Whole life cost: Cost effectiveness; price and running costs
2	Technical merit & functional fit: coverage, network capacity and performance as specified in relevant service levels
3	After sales service management: help desk, account management function and assurance of supply of a range of services
4	Non-functional characteristics

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. Please see link below for the Short List Evaluation Matrix and an Evaluation Score sheet template which may help you during the evaluation process. [G-Cloud audit templates](#)

Ultimately how you weight/evaluate the suppliers is up to you; however, 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.

Buyers must remember all of the information which they need to evaluate a suppliers service can be found as attachments at the bottom of each Suppliers service offering page on the Digital Marketplace (E.g. service definition, terms and conditions and pricing documentation).

This information is fixed at point of tender, and therefore cannot be materially changed or negotiated.

However, Suppliers are allowed to reduce their service offering price at anytime during the life time of the Framework. Therefore, before buyers can accept this 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 buyers to negotiate and/or accept Individual price discounts. Suppliers are to treat all CCS customers as 'one'.

## Handy Hints

### Clarification of understanding

If you have any uncertainty regarding the supplier's catalogue entry / service offering, 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 short-listed 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 into a direct award. In order for you to proceed, you are required to complete the Call-Off Agreement (Schedule 2). Please note that within the contract, guidance notes can be seen in green and mandatory fields are highlighted in yellow. The Call-Off Agreement can be found by following the links below:

[G-Cloud 9 framework agreement](#)

[G-Cloud 9 contract](#)

### Handy Hint

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

EXAMPLE: 3702 9576 1234 456 (15 digits)

Within the Call-Off contract, buyers must clearly stipulate their service requirements upfront 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 buyer 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.

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.

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 buyers build in a standstill period after they have notified the successful and unsuccessful shortlisted supplier. CCS would also suggest that in order to help aid the maturity of the market place buyers 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 buyers complete the [G-Cloud Customer Benefits Record](#) form every time that they enter into a Call-Off-Agreement.

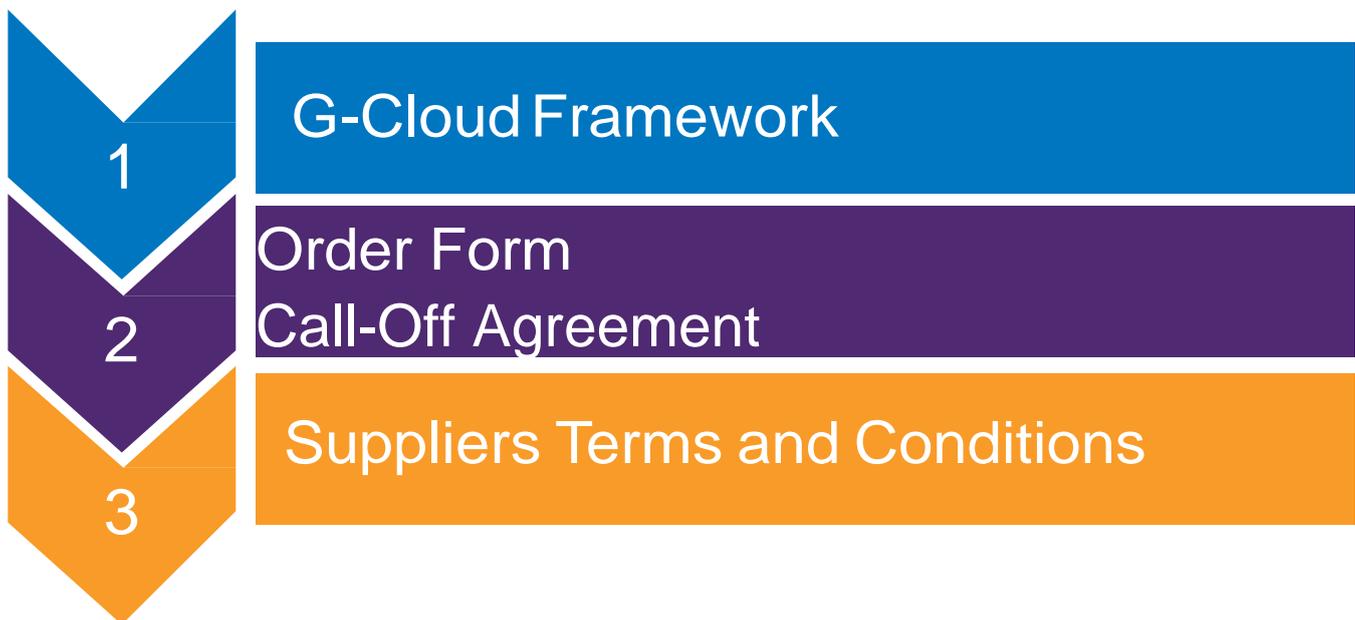
A copy of the [G-Cloud Customer Benefits Record](#) Form should be emailed to [gcloud-benefits@crowncommercial.gov.uk](mailto:gcloud-benefits@crowncommercial.gov.uk) when completed.

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.

# 6

## Terms and Conditions and Contractual Information

### G-Cloud Hierarchy of Terms and Conditions Model



The G-Cloud Framework is unlike most other frameworks, as it incorporates the suppliers' Terms and Conditions. It was recognised that to support the SME agenda, CCS needed to move away from the traditionally lengthy and unrealistic Terms and 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 buyers 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 buyers short list evaluation, CCS insists that they familiarise themselves with both the G-Cloud Framework and Call-Off terms and evaluate all short listed 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 they deliver their overall IT requirement 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):

Customers can include any additional critical clauses in to the Framework and Call-Off Agreement in line with clause CO-32.1 Variation process. Although, this Variation clause offers our customers flexibility, it 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 in the following link:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/560262/Guidance\\_on\\_Amendments\\_to\\_Contracts\\_-\\_Oct\\_16.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/560262/Guidance_on_Amendments_to_Contracts_-_Oct_16.pdf)

# 7

## Templates and Training

[G-Cloud audit & evaluation templates](#)

[G-Cloud Customer Benefits Record](#)

[G-Cloud 9 framework agreement](#)

[G-Cloud 9 contract](#)

### Webinars

Further support and training can be provided through scheduled webinars which will provide an overview of the information given in this buyer's guide and also a live demonstration of the Digital Marketplace and use of templates. If this would be of interest please see the Digital Marketplace blog:

<https://digitalmarketplace.blog.gov.uk>

or email [cloud\\_digital@crownccommercial.gov.uk](mailto:cloud_digital@crownccommercial.gov.uk)

# Contact Us

If you have any questions or queries relating to the G-Cloud Framework or prescribed buying process please contact our help desk for further support on:

T: 0345 410 2222

## G-Cloud Team

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