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Invitation to Tender (ITT) (incorporating Terms of Participation and Compliance Obligations) for Digital Outcomes and Specialists 2 Framework Agreement

This ITT consists of:

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and the additional documents made available to Applicants of this procurement on the Digital Marketplace:

- Framework Agreement
- Call-Off Contract
- Framework Schedule 2 - MI Reporting template

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1. Introduction

1.1 The Crown Commercial Service (CCS), a trading fund of the Cabinet Office, is managing this procurement. In this instance, 'the Authority' is CCS. Its office is on the 9th floor, The Capital, Old Hall Street, Liverpool, L3 9PP.

1.2 Organisations participating in this procurement are referred to as 'Applicants'. The Applicant may be referred to as 'you'. Successful Applicants will become 'Suppliers'. 'Application' means the Applicant's formal draft response to the 'Invitation to Tender' (ITT). The ITT is made up of this document and the additional documents mentioned above. It incorporates the Terms of Participation (Section 5 of this document) and all related documents published by CCS in relation to this procurement.

1.3 This procurement will establish a multi-supplier pan-government Framework to commission Digital Outcomes and Specialist services (the 'Services'). Please see section 2 of the draft Framework Agreement for more information. Applicants who win a place on the Framework must sign a Framework Agreement.

1.4 This ITT contains the information that Applicants need to submit a compliant Application. Please see Section 12 (Glossary) for the definition of terms used in this ITT.

1.5 Please read the information and instructions carefully as non-compliance may result in disqualification (specifically [6. Completing and submitting the Application](#)).

1.6 Applicants should read the guidance in [7. Contracting arrangement \(sub-contracts and consortia\)](#) if you're:

- a member of a consortium or a Special Purpose Vehicle
- using sub-contractors

1.7 CCS is using the Digital Marketplace to manage this procurement. No paper documents will be issued and all communications (including the submission of Applications) will be through the Digital Marketplace. So that all communications relating to this procurement are received, you must ensure that the point of contact you nominate in the Digital Marketplace is accurate at all times. CCS will not be obliged to contact anyone else.

1.8 The Supplier Declaration contains the selection and award questions for this procurement. It must be completed on the Digital Marketplace.

1.9 You can ask questions or request clarifications regarding this procurement. Please read all the information in this ITT and the additional documents thoroughly so that questions or clarifications are not raised unnecessarily. See [8. Questions and clarifications](#) for further guidance.

1.10 CCS is managing this procurement in accordance with:

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- its general obligations under the Public Contracts Regulations 2015 (the 'Regulations')
- the Open Procedure (Regulation 27)
- the requirements relating to Framework Agreements (Regulation 33)

2. Framework Agreement and Call-Off Contract

2.1 The Framework Agreement will enable Buyers, including CCS, to place orders with Suppliers for their Services via Call-Off Contracts (as defined within Section 3 of the Framework Agreement).

2.2 The draft Framework Agreement and template Call-Off Contract terms and conditions template are available within the dedicated Digital Outcomes and Specialists area of your Digital Marketplace account.

2.3 The Framework Agreement and Call-Off Contract terms are non-negotiable. You may request clarification of the terms throughout the clarification period (see [8. Questions and clarifications](#)).

2.4 If you are awarded a place on the Framework, the Framework Agreement will be updated to incorporate details of your Application.

2.5 CCS will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charge (both as defined within Section 6 - 'What you report to the CCS', of the Framework Agreement) payable by suppliers.

2.6 Being awarded a Framework Agreement does not offer an exclusive right to supply, or guarantee that a Supplier will receive any business at all under the Framework Agreement.

2.7 The call-off procedure is set out in Section 3 ("How Services will be bought") of the Framework Agreement.

2.8 All orders placed by Buyers will be subject to the terms of Section 4 ("How Services will be delivered") of the Framework Agreement, and the terms and conditions of the Call-Off Contract and any special terms set out in the Order Form.

2.9 The Buyer will manage the Supplier's day-to-day performance under the Call-Off Contract.

3. Requirements and Lot structure

3.1 A detailed description of the Services that a Framework Agreement Supplier will supply is set out in the Framework Agreement, Section 2 ("Services offered") and in the OJEU Contract Notice. The OJEU Contract Notice is published at: <http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>

3.2 The Services covered by this procurement are divided into 4 Lots:

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- Lot 1: digital outcomes
- Lot 2: digital specialists
- Lot 3: user research studios
- Lot 4: user research participants

There will be no limit to the number of Suppliers admitted to each Lot on the Framework.

3.3 The expected total value of all Call-Off Contracts placed under the Framework Agreement is set out in the OJEU Contract Notice.

4. Procurement timetable

4.1 The anticipated timetable for this procurement is below. It may change.

4.2 Applicants will be informed of date changes through the Digital Marketplace. Any date changes will be made in accordance with the Regulations.

DATE	ACTIVITY
Tuesday 8 November 2016	Despatch of the OJEU Contract Notice
Thursday 10 November 2016	Digital Marketplace opens for submissions
Thursday 10 November 2016	Clarification period starts
Thursday 5pm GMT 1 December 2016	Clarification period closes at 5pm GMT (This is known as the 'Application Clarifications Deadline')
Wednesday 5pm GMT 7 December 2016	Deadline for the publication of responses to Application clarification questions at 5pm GMT
Wednesday 5pm GMT 14 December 2016	Deadline for submission of Applications to CCS at 5pm GMT (This is known as the 'Application Submission Deadline')
Monday 16 January 2017	Intention to award notification issued to successful and unsuccessful Applicants.
Tuesday 17 January to Thursday 26 January 2017	10-day standstill period (in accordance with Regulation 87)
Monday 30 January 2017	Expected start date for Framework Agreement(s)

5. Terms of Participation in this procurement

5.1 The Terms of Participation (namely the underlying rules of the competition) below regulate the conduct of all Applicants throughout the procurement. By participating in this procurement, the Applicant agrees to the following.

Conduct

5.2 Applicants will abide by the terms set out in this ITT and ensure all of their staff, contractors and consortium members do the same.

Contact and canvassing

5.3 Applicants will agree not to canvass any government agent or attempt to obtain non-public information regarding the procurement. Any attempt will result in disqualification from this procurement. Applicants will agree to contact CCS regarding this procurement only using the method specified in this procurement.

Collusive behaviour

5.4 The Applicant's staff and contractors as well as any consortium members will not do any of the following (except where communication takes places with other Applicants in the response, or where disclosure is made in confidence to obtain necessary information or security for the response):

- fix or adjust any element of the response
- share the prices, or information which would enable the approximate prices to be calculated, with anybody other than CCS
- enter into any arrangement with any person, so that person refrains from submitting a response
- disclose any information relating to a response
- agree payment or inducement to anybody

Breaches of any of the above may disqualify the Applicant from the procurement.

Right to verify information

5.5 CCS may:

- ask the Applicant, their subcontractor(s) or consortium member(s), to prove the accuracy of their Application
- seek independent assistance to validate the Application or to help its evaluation
- conduct site visits of any premises indicated by the Applicant to be used in connection with the Services
- require Applicants to clarify aspects of their Application and provide additional information. Failure to respond promptly and adequately may result in elimination from this procurement

Right to cancel or vary the procurement

5.6 CCS can:

- without notice, change the basis of, or the procedures for, this procurement
- amend, clarify or withdraw all or part of the documentation at any time during the procurement
- vary any timetable or deadlines set out in the documentation

- not award a contract nor conclude a Framework Agreement for some of the goods or services, or both
- cancel all or part of the procurement at any stage

The Applicant acknowledges that CCS is not obliged to accept any response or conclude a Framework Agreement with any Applicant.

Right to disqualify or exclude

5.7 CCS may exclude or disqualify an Applicant if they fail to provide:

- the information requested
- a full response to any question
- documentation referred to in a response
- a response within a specified timescale

5.8 CCS may exclude an Applicant from this procurement if:

- the Applicant fails to fully comply with these requirements
- it becomes aware that the Applicant has breached these Terms of Participation
- it becomes aware of a misrepresentation in an Applicant's Application

5.9 If CCS excludes or disqualifies an Applicant under these Terms of Participation or any procurement documentation it may:

- disqualify only the affected Application and allow the Applicant to participate as a consortium member or subcontractor in another Application
- exclude the Applicant from any involvement in this procurement in its own name or as a subcontractor or consortium member in another Application

5.10 CCS may exclude an Applicant from this procurement where there is a change in identity, control, financial standing or other factor impacting on the procurement process, which would affect CCS's evaluation of the Applicant's Application.

Status of the procurement documentation

5.11 No information in the documentation, or in any communication made between CCS and the Applicant, constitutes a contract or an agreement, nor does it mean that a Framework Agreement will be awarded.

5.12 CCS will not be committed to any course of action as a result of:

- issuing documentation relating to the procurement
- communicating with Applicants or their representatives in respect of this procurement
- any communications between Applicants, CCS or any relevant government agent about this procurement

5.13 The procurement documentation has been prepared in good faith but does not claim to be a comprehensive statement of all matters.

5.14 Neither CCS nor its advisors, directors, officers, members, employees or other staff or agents:

- accept any liability or responsibility for the accuracy or completeness of the procurement documentation
- make any representation or warranty, express or implied, with respect to the information the procurement documentation contains nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication

5.15 The Applicant will form its own conclusions and make an independent assessment of the Framework Agreement and Call-Off Contract requirements. The Applicant can and should seek its own financial and legal advice about the methods and resources needed to meet the requirements of this procurement.

5.16 The Applicant is responsible at their own expense, for obtaining all information required to prepare its response.

Concluding the Framework Agreement

5.17 If its Application is successful, the Applicant must sign the final Framework Agreement within 10 calendar days of being notified by CCS that it is available to sign. CCS reserves the right to exclude the Supplier from this Procurement if the Supplier does not meet this timescale.

Costs

5.18 CCS will not reimburse any costs incurred by the Applicant in connection with this procurement.

Confidentiality

5.19 Public distribution.

5.19.1 The content of this procurement is being made available on the conditions that any Applicant:

- treats it as confidential at all times, unless it is already in the public domain
- only uses the contents for the purposes of preparing a response (or deciding whether to respond) and
- does not undertake any promotional activity related to this procurement

5.19.2 An Applicant may disclose any information to its advisers, subcontractors, consortium members or to any other person provided that:

- this is done for the sole purpose of enabling the Applicant to submit a response and the person receiving the information states, in

writing, that they will keep the information confidential on the same terms imposed by these Terms of Participation

- it obtains CCS's prior written consent in relation to such disclosure or distribution of information
- the sole purpose is to obtain legal advice from external lawyers in relation to the procurement
- the Applicant is legally required to make such a disclosure
- the information has been published in accordance with the Freedom of Information Act 2000 (FoIA) clause and the Transparency clause 5.23 of this ITT

5.19.3 CCS may disclose information submitted by Applicants during the procurement to other parts of government.

Reporting

5.20 All central government departments, their executive agencies and non-departmental public bodies are subject to control and reporting requirements within government.

5.21 For these reporting purposes, CCS may disclose within government any of the Applicant's information (including confidential and commercially sensitive information) submitted by the Applicant. Applicants taking part in this competition consent to these terms as part of the competition process.

Freedom of Information Act

5.22 In accordance with the Freedom of Information Act ('FoIA') and the Environmental Information Regulations 2004 (EIR), all information submitted to CCS may be disclosed in response to a request for information made to the FoIA and the EIR. See Section 9 of the Framework Agreement for more information.

Transparency

5.23 In accordance with the government's policy on transparency, CCS reserves the right to make all or part of the information (including the Framework Agreement and Call-Off Contract) publicly available (subject to any redactions made at the discretion of CCS by considering and applying relevant exemptions under the FoIA). See Section 7 of the Framework Agreement for more information.

Intellectual Property Rights

5.24 All documentation issued will remain the property of CCS and will be used by the Applicant for the purposes of this procurement only.

5.25 The Applicant allows CCS to reproduce any intellectual property contained within the response for the purposes of complying with the Law and any government guidance, and carrying out CCS's business activities. This licence also allows CCS

to sublicense the use of the response to its advisers, subcontractors, or other Buyers for the same purposes.

No inducement of incentive

5.26 Nothing contained within the documentation will constitute an incentive to an Applicant to submit a response or enter into the Framework Agreement or any other contractual agreement.

Law and jurisdiction

5.27 Any dispute relating to this procurement will be governed by and interpreted in accordance with the laws of England and Wales.

6. Completing and submitting the Application

6.1 CCS uses the Digital Marketplace to provide governance around the procurement process. Your response will be managed through this tool. Please remember that:

- it's your responsibility to ensure that you've submitted a fully compliant Application
- you should ensure that you are using the latest versions of the documents
- any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be unable to proceed further in this procurement
- you should allow plenty of time to enter responses on the Digital Marketplace
- all answers must be provided in the English language

6.2 For technical guidance on how to complete questions and bid fields please see here:

<https://www.gov.uk/guidance/digital-outcomes-and-specialists-suppliers-guide#how-to-apply-to-the-framework>

Additional materials

6.3 You must ensure that:

- no additional attachments are submitted with an Application unless specifically requested by CCS
- any additional documents requested by CCS are submitted in the format requested

Deadline for the submission of Applications

6.4 All Applications must be received by CCS by the Application Submission Deadline (see the procurement timetable in Section 4).

6.5 Applications received after the Application Submission Deadline may be rejected by CCS. The decision whether to reject an Application received after the Application Submission Deadline is made at CCS's discretion.

Uploading and submitting an Application

6.6 You are responsible for ensuring that your Application has been successfully completed and submitted on the Digital Marketplace before the Application Submission Deadline.

6.7 All Applications must be submitted to CCS using the Digital Marketplace. Applications submitted by any other means will not be accepted.

6.8 Elements of an Application may be edited and submitted at any time before the Application Submission Deadline using the Digital Marketplace. Guidance is available in here:

<https://www.gov.uk/guidance/digital-outcomes-and-specialists-suppliers-guide#how-to-apply-to-the-framework>

6.9 You may modify your Application at any time before the Application Submission Deadline. By the Application Submission Deadline, you must ensure that you've submitted all responses as requested through the Digital Marketplace. Applications cannot be modified after the Application Submission Deadline.

6.10 Your Application must remain valid and capable of acceptance by CCS for a period of 120 days following the Application Submission Deadline.

Specific issues

6.11 Subject to commercial confidentiality, CCS may compare an Applicant's information with another Applicant for the purposes of ensuring compliance with the Terms of Participation.

6.12 On 2 April 2014, the government introduced the Government Security Classifications (GSC) scheme to replace the Government Protective Marking System (GPMS). All Applicants should make themselves aware of the changes and identify any potential impacts in their Application. The protective marking and applicable protection of any material passed to, or generated by, you during the Application process or after any related contract awarded to you will be subject to the new GSC. The gov.uk website provides information on the new GSC at:

<https://www.gov.uk/government/publications/government-security-classifications>

6.13 CCS reserves the right to amend any terms or conditions of the draft Framework Agreement and template Call-Off Contract (including the Order Form) accompanying this ITT to reflect any changes subsequently introduced by the GSC.

7 Contracting arrangement (subcontracts and consortia)

7.1 Your Application must convey an accurate picture of how CCS's minimum requirements for legal, economic and technical capacity (as set out in the Supplier Declaration) will be satisfied.

7.2 Your Application must be completed in the name of the legal entity that will ultimately enter into a Framework Agreement with CCS.

7.3 With the exception of subcontractors approved by the Buyer at Further Competition, no organisation other than the Applicant will be able to provide Services through the Framework Agreement.

7.4 Applications from economic operators collaborating as a consortium or subcontracting elements are welcome. Where this is the case, the guidance set out in the following paragraphs must be followed.

Subcontracting proposals

7.5 You must inform CCS in your Application if you need to rely on the capability or experience of one or more subcontractors to provide the Framework Agreement services. Any Applicant using this approach should indicate that it is a 'prime contractor' for the purposes of responding to the relevant question(s).

7.6 CCS only requires an Applicant to disclose those subcontractors who directly contribute to the Applicant's ability to meet its obligations under the Framework Agreement (including under any Call-Off Contract). There is no need to specify the use of subcontractors providing general services to the Applicant that indirectly enable the Applicant to perform the Framework Agreement, for example window cleaners, lawyers, desktop software providers etc. For example, if CCS requires a supplier to hold a particular licence, the Applicant may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its subcontractor 'XYZ Co'.

Consortium proposals

7.7 If a Group of Economic Operators want to act jointly to provide the Services they may do so:

- by forming a single legal entity for the purpose of concluding the Framework Agreement
- using a separate jointly owned entity who might be referred to as a Special Purpose Vehicle (SPV) who will ultimately enter into a Framework Agreement with CCS. Please note that if the SPV does not yet exist, has a limited trading history or relies entirely on the group for its funding, it is likely that the consortium members will need to nominate a guarantor for the SPV's performance of the Framework Agreement

7.8 The consortium should nominate a lead contact to lead the bidding process. The lead contact is the member of the consortium who is authorised, in writing, by each of the other members of that consortium to provide the responses to this

procurement. If the jointly owned SPV exists, then the lead contact should lead and complete the Application as the SPV in its name. If the SPV does not yet exist or the consortium plans to collaborate and assume contractual responsibility on a joint basis, then the consortium should nominate a lead contact to complete the Application on behalf of all the consortium members.

7.9 The Applicant must inform CCS in its Application if it relies on the capability or experience of one or more consortium members to demonstrate the consortium's ability to provide the services in accordance with the requirements of the ITT and the Framework Agreement.

7.10 An Applicant's Application must clearly identify, in response to any question, when it is relying on another consortium member. It must provide the name of the particular consortium member and explain the consortium member's capability and experience as the context of the question requires.

Queries

7.11 If you have any queries on Section 7, please use the procedures in Section 8.

Changes to the contracting arrangements

7.12 CCS recognises that consortia and subcontracting arrangements may be subject to change. Your Application should reflect your expected consortia or subcontracting arrangements at the time of Application. You must notify CCS of any change in relation to these arrangements at the earliest opportunity. CCS will make a further assessment of the Application by applying the selection criteria to the new information provided. Any consortia and subcontracting changes made once on the Framework will be dealt with in accordance with the relevant clause within the Framework Agreement.

8 Questions and clarifications

8.1 You may raise questions regarding this procurement at any time before the Application Clarifications Deadline (see the procurement timetable in [4. Procurement timetable](#)). Questions must be submitted using your account on the Digital Marketplace.

8.2 All communication between Suppliers and CCS must take place through the Digital Marketplace. CCS will not respond to questions individually.

8.3 The clarification questions will be answered on the Digital Outcomes and Specialists updates page so that all registered Suppliers can see them.

8.4 Those who have registered interest will be notified when new clarification questions and answers have been published on the Digital Marketplace.

8.5 Responses to questions will not identify the source of the question and will be answered in batches, rather than one at a time, with updates appearing at regular

intervals. CCS will try to publish responses to all outstanding questions at the end of the clarification period, within 7 calendar days after the Application Clarifications Deadline.

8.6 If you want to ask a question or seek clarification without CCS revealing the question and the answer on the Digital Marketplace, then you must notify CCS and provide your justification for withholding the question and its response. If CCS does not consider that there is sufficient justification for withholding the question and the corresponding response, CCS will ask you to decide whether:

- the question and the response should in fact be published
- you want to withdraw the question

8.7 CCS may contact you during the procurement and post-award with information, or with directions which require your action.

8.8 You are responsible for monitoring the Digital Outcomes and Specialists updates page on the Digital Marketplace for any responses to questions, general clarifications or other information issued by CCS. Answers to clarification questions may contain important information that may affect how you complete your Application.

9 Overview of the evaluation process

9.1 The process by which CCS will assess your Application is in paragraphs 10 and 11 below.

9.2 The evaluation process is divided into the following stages, which CCS may decide to run concurrently:

- Qualification Stage evaluation - Compliance and validation – CCS will check your Application to ensure it is compliant with the ITT and that your responses are valid. CCS may exclude non-compliant Applications from this Procurement
- Selection and Award - CCS will address both of these aspects in its assessment of your response to the Supplier Declaration and Service Essentials . CCS will exclude applications that do not meet the requirements in as explained in the Supplier Declaration.

10 Evaluation of the Supplier Declaration and Service Essentials questions

10.1 The information submitted in your responses to the Supplier Declaration and Service Essentials questions will enable CCS to consider your technical and professional ability. If you fail to respond fully and accurately, your Application may be deemed non-compliant. CCS reserves the right to exclude non-compliant Applications from this procurement. Please note, a Buyer may undertake financial due diligence immediately before entering into a Call-Off Contract.

10.2 Applicants who do not meet the 'pass' evaluation criteria in the Supplier Declaration or the Service Essentials, or who do not submit any Services in

accordance with this ITT will be excluded from the procurement. They will be notified accordingly. Details of how the questions will be evaluated are at 10.6-10.10.

10.3 CCS will review the information you provide in your Supplier Declaration and Service Essentials questions. The process of checking information submitted is called 'Assurance'. Assurance will be undertaken as soon as reasonably practical following the award of the Framework Agreement. In line with the Assurance verification process, CCS will review the Supplier's submitted information to verify any claims made by the Supplier in their response to the Invitation to Tender. A Supplier's failure to achieve and maintain the appropriate level of Assurance verification will result in the suspension of either the Supplier or the particular Service.

10.4 Post-award, the Assurance process will be conducted on all successful available Services, ie the Services for which a Supplier is awarded a Framework Agreement. This applies to all Services on the Framework Agreement and will cover the following aspects of a service:

- functional, non-functional and service management
- commercial
- compliance with scope of the Framework Agreement
- compliance with the terms of the Framework Agreement
- compliance with the Government Digital by Default Service Standards

10.5 If a service is found to fail the Assurance process, the Supplier will be notified and be given the opportunity to rectify the non-compliant aspect of the Service. If the Supplier fails to meet this requirement, the Service will be suspended from the Digital Marketplace.

Supplier Declaration

10.6 'Essentials', 'Working with government' and 'Working with digital' questions

10.6.1 Applicants must answer all questions in these sections.

10.6.2 If an Applicant cannot answer 'yes' to every question except the questions on cyber security, its Application will be rejected and disqualified from further participation in this procurement.

10.7 'Grounds for mandatory exclusion' and 'Grounds for discretionary exclusion' questions

10.7.1 In certain circumstances, CCS is required by the Regulations to exclude an Applicant from participating in this procurement. If an Applicant cannot answer 'no' to every statement in questions 19-22 (Grounds for mandatory exclusion) its Application will save in exceptional circumstances be rejected and disqualified from further participation in this procurement.

10.7.2 CCS is entitled (in its sole discretion) to exclude an Applicant from further participation in this procurement if an Applicant cannot answer 'no' to any of the statements in response to question 21-36 (Grounds for discretionary exclusion). If an Applicant cannot answer 'no' to every statement, it is possible that its Application will be rejected and disqualified from further participation in this procurement.

10.8 'About you' questions

10.8.1 The Applicant must answer all questions in this section.

10.9 'Self Cleaning' (Covering discretionary exclusion)

10.9.1 If an Applicant provides sufficient evidence that they've taken remedial action subsequently that effectively 'self cleans' the situation, CCS could decide that the Applicant will not be excluded from this procurement.

10.9.2 As a minimum, the Applicant will have to demonstrate that they have:

- paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct

10.9.3 The measures the Applicant has taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

Service Essentials

10.10 Applicants must answer all questions in the Service Essentials for the Lots they are applying for. If an Applicant cannot answer 'yes' to every statement, it is possible that its Application for that Lot will be rejected and disqualified from further participation in this procurement.

11 Final decision to award

11.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Applicants who have submitted Applications which meet the criteria set out in the Supplier Declaration and who have submitted at least one service in accordance with the instructions in this ITT will be awarded a Framework Agreement.

11.2 CCS will inform all Applicants via the Digital Marketplace of its intention to award a Framework Agreement.

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11.3 Following a 10-day Standstill Period and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Applicants.

11.4 The term Standstill Period is set out in Regulation 87 (2). In summary, it is the 10 calendar days after CCS (in this instance by electronic means) sends its decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which CCS must not conclude the Framework Agreement with the successful Supplier(s). Unsuccessful Applicants can raise any questions with CCS that relate to the decision to award before the Framework Agreement is concluded. CCS cannot advise unsuccessful Applicants on the steps they should take. Applicants should always seek independent legal advice, where appropriate.

11.5 The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent).

12 Glossary

'Application'	The response submitted by the Supplier to the Invitation to Tender
'Assurance'	The verification process undertaken by CCS as described in section 5 of the Framework Agreement
'Background IPRs'	For each Party: <ul style="list-style-type: none">• IPRs owned by that Party before the date of as Call-Off Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures;• IPRs created by the Party independently of a Call-Off Contract; and/or• For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under a Call-Off Contract; but excluding IPRs owned by that Party subsisting in Buyer Software or Supplier Software
'Buyer'	A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within the Framework Agreement
'Buyer Background IPRs'	Background IPRs of the Buyer
'Buyer's Confidential Information'	All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above Any other information clearly designated as being confidential or which ought reasonably be considered

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	to be confidential (whether or not it is marked 'confidential')
'Buyer Data'	Data that is owned or managed by the Buyer, including personal data gathered for user research, eg recordings of user research sessions and lists of user research participants
'Buyer Software'	Software owned by or licensed to the Buyer (other than under or pursuant to this ITT, or the Framework Agreement or any Call Off Contract), which is or will be used by the Supplier for the purposes of providing the Services
'Call-Off Contract'	The legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of services made between a Buyer and the Supplier This may include the key information summary, order form, requirements, Supplier's response, Statement of Work (SOW), contract change notice and terms and conditions as set out in the Call-Off Contract Order Form, in the form published on the Digital Marketplace following publication of the OJEU Contract Notice
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under a Call-Off Contract, as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under a Call-Off Contract and the specific obligations in the applicable SOW
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or which the Buyer has been notified about (before the Call-Off Contract start date), with full details of why the Information is deemed to be commercially sensitive
'Comparable Supply'	The supply of services to another customer of the Supplier that are the same or similar to any of the Services
'Confidential Information'	CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to): <ul style="list-style-type: none"> any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')

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'Contracting Bodies'	The Buyer and any other person as listed in the OJEU Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
'Control'	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly
'Crown'	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
'Default'	<ul style="list-style-type: none"> • any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to the Framework Agreement or a Call-Off Contract <p>Unless otherwise specified in a Call-Off Contract the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer</p>
'Deliverable'	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to a Buyer by a Supplier as part of the Services as defined in the Order Form and all subsequent Statements of Work
'Digital Marketplace'	The government marketplace where Services will be bought (https://www.digitalmarketplace.service.gov.uk/)
'Equipment'	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or a Buyer) in the performance of its obligations under the Call-Off Contract
'FoIA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
'Framework Agreement'	A contractually-binding Framework Agreement to be made between CCS and a Supplier in the form

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	published on the Digital Marketplace following publication of the OJEU Contract Notice
'Further Competition'	The Further Competition procedure as described in Section 3 - How Services will be bought of the Framework Agreement
'Good Industry Practice'	Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice (https://www.gov.uk/service-manual/technology/code-of-practice.html) and the government service design manual (https://www.gov.uk/service-manual)
'Group'	A company plus any subsidiary or holding company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006
'Group of Economic Operators'	A partnership or consortium not (yet) operating through a separate legal entity.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006
'Information'	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time
'Insolvency Event'	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
'Intellectual Property Rights' or 'IPR'	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and</p>

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	the right to sue for passing off.
'Key Staff'	Means the Supplier Staff named in the SoW as such
'KPI Target'	The acceptable performance level for a key performance indicator (KPI)
'Law'	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body
'Loss'	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly
'Lot'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice
'Malicious Software'	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of 1.0% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract
'Management Information'	The management information (MI) specified in Section 6 of the Framework Agreement
'Management Information (MI) Failure'	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> ● there are omissions or errors in the Supplier's submission ● the Supplier uses the wrong template ● the Supplier's report is late ● the Supplier fails to submit a report
'Material Breach' (Framework Agreement)	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> ● Subcontracting ● Non-Discrimination ● Conflicts of Interest and Ethical Walls ● Warranties and Representations ● Provision of Management Information ● Management Charge

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	<ul style="list-style-type: none"> • Prevention of Bribery and Corruption • Safeguarding against Fraud • Data Protection and Disclosure • Intellectual Property Rights and Indemnity • Confidentiality • Official Secrets Act • Audit
'Material Breach'(Call-Off Contract)	A single serious breach of or persistent failure to perform as required in the Call-Off Contract
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union
'Order Form'	An order set out in the Call-Off Contract for Digital Outcome and Specialist services placed by a Buyer with the Supplier
'Other Contracting Bodies'	All Contracting Bodies, or Buyers, except CCS
'Party'	<ul style="list-style-type: none"> • for the purposes of the Framework Agreement, CCS or the Supplier • for the purposes of the Call-Off Contract, the Supplier or the Buyer and 'Parties' will be interpreted accordingly
'Personal Data'	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
'Prohibited Act'	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
'Project-Specific IPRs'	<ul style="list-style-type: none"> • Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or

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	<ul style="list-style-type: none"> Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under a Call-Off Contract; but not including the Supplier Background IPRs
'Property'	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract
'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/ukxi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012 (at http://www.legislation.gov.uk/ssi/2012/88/made)
'Regulatory Bodies'	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in the Framework Agreement
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations
'Self Audit Certificate'	The certificate in the form as set out in Framework Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Clause 7.6 of the Framework Agreement.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under a Call-Off Contract
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in a Call-Off Contract
'Statement of Work' (SOW)	The document outlining the agreed body of works to be undertaken as part of a Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to a Call-Off Contract
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by the Framework Agreement

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'Supplier'	A Supplier of Digital Outcomes and Specialists services who can bid for Call-Off Contracts as outlined in the OJEU Contract Notice
'Supplier Background IPRs'	Background IPRs of the Supplier
'Supplier Software'	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under the Framework Agreement or any Call-Off Contract
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales , from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in a Call-Off Contract