How to use RM6013’s Contractual Documentation

**Overview**

**The Order Form Template** is your contract with your awarded supplier. The exact title is ‘Framework Schedule 6 - Order Form Template and Call-Off Schedules v.1.0’. It is available under ‘Documents’ on the [RM6013 Webpage.](https://www.crowncommercial.gov.uk/agreements/RM6013)

**The Order Form Template is the only document which both parties sign.** It links to the Core Terms and the applicable RM6013 Schedules. These Schedules and the Core Terms are also available from the [RM6013 webpage](https://www.crowncommercial.gov.uk/agreements/RM6013).

Core terms

These are the main legal terms for the framework contract and for each call-off contract. The core terms contain CCS’ standard commercial terms and govern the supplier’s relationship with CCS at framework contract level and with each buyer at call-off contract level.

Schedules

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

• framework schedules

• joint schedules (for framework and call-off)

• call-off schedules

The table below on page 3 describes the purpose of each of these schedules.

**The Order Form Template** requires you to customise or delete parts of it (where indicated by yellow highlighting) according to your requirements.

Some Schedules are optional as denoted by highlighting on page 2 of the Order Form Template’s list of Schedules. If you choose not to use an optional Schedule you must delete it from the aforementioned list.

Some of the Schedules require you to add detail or delete as appropriate as indicated by highlighting within the Schedules themselves (See ‘Notes on Individual Schedules’ below).

If you require any special terms for a Further Competition to be added to your contract then use the section on the Order Form Template to add them in. It is not permissible to amend any of the actual Schedules themselves unless indicated by yellow highlighting. Customers should not add in any special terms for a Direct Award.

Once you are satisfied with your Order Form Template you should send it to your awarded supplier for completion of their details and signature. The supplier is not allowed to negotiate the terms.

You do not have to send any unchanged Schedules to your supplier because they are referenced in the Order Form Template. Any Schedules you have amended should be clearly communicated to your supplier (eg by email when you send the Order Form Template). These Schedules do not have to be copied onto the end of your Order Form Template.

**Notes on Individual Schedules**

Some Schedules contain highlighting which requires detail, confirmation or deletion **before** signature:

Joint Schedules 4, 7, 8 (if guarantor applies), 11.

Call-Off Schedules 1, 2, 4(Further Competitions only), 5, 6, 7, 9, 10, 12, 13, 14, 15, 17(MoD only), 18,19, 20(can be addressed on Order Form Template instead)

Some Schedules contain highlighting which requires detail, confirmation or deletion **after** the Call Off is live:

Joint Schedules 2, 8, 10

Call Off Schedule 22

The aforementioned amendments and deletions are often very quick to make and CCS’ category manager can explain further if required.

**Call Off Schedule 5:** For Direct Awards,pricing should be the pricing document for the individual supplier which CCS has sent to you. For Further Competitions, pricing should be the awarded supplier’s rates tendered to you as part of their bid.

**Call Off Schedule 22 Vehicle Hire Terms:** This Schedule lays down the terms of service and is important for you to read to understand the service you are entitled to. The Schedule contains an Equipment Order Form Template as its Annex which you can choose to use once your Call Off is live - N.B, you are not obliged to use this form.

**Call Off Schedule 6** - If you choose to detail the terms of a supplier software system, you will need to include another Call Off Schedule and make reference it at the end of Call Off Schedule 6.

**Joint Schedule 7** - Instruct your awarded supplier to complete subcontractor and guarantor information if applicable.

**Joint Schedule 11** - Choose the data processing roles which you and the supplier will take on and delete other parts of the schedule as applicable (eg Annex 2 if not a Joint Controller). Be aware that if the Supplier does not agree with its data processing role you have assigned it is not obliged to sign the Order Form Template/enter into contract.

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| **Framework Schedule 1 (Specification)** | The Deliverables CCS needs the Suppliers to provide to Buyers. |
| **Framework Schedule 2 (Framework Tender)** | How the Supplier proposes to meet the requirements in the Specification. |
| **Framework Schedule 3 (Framework Prices)** | The price the Supplier can charge for Deliverables under the Framework Contract. |
| **Framework Schedule 4 (Framework Management)** | How CCS and Suppliers will manage the Framework Contract. |
| **Framework Schedule 5 (Management Charges and Information)** | How Suppliers report to CCS and the charges they have to pay to CCS for using the Framework Contract. |
| **Framework Schedule 6 (Order Forms and Call-Off Schedules)** | Template documents that the Buyer needs to complete to form a Call-Off Contract. |
| **Framework Schedule 7 (Call-Off Award Procedure)** | The process that a Buyer must follow to award a Call-Off Contract. |
| **Framework Schedule 8 (Self Audit Certificate)** | A letter Suppliers must send to CCS each year to confirm that it has tested its own records and reporting about the Framework Contract. |
| **Framework Schedule 9 (Cyber Essentials Scheme)** | Obligations on the Supplier to maintain cyber security accreditation. |
| **Joint Schedule 1 (Definitions)** | What the capitalised terms in the documents mean and how to interpret the Contract. |
| **Joint Schedule 2 (Variation Form)** | How the Supplier, CCS and the Buyer can make a change to an existing Contract. |
| **Joint Schedule 3 (Insurance Requirements)** | The insurance a Supplier needs in case it breaches a Contract or is negligent. |
| **Joint Schedule 4 (Commercially Sensitive Information)** | The only information about the Supplier that can’t be disclosed or reported to the public. |
| **Joint Schedule 5 (Corporate Social Responsibility)** | Agreement that the Supplier behaves as a good corporate citizen. |
| **Joint Schedule 6 (Key Subcontractors)** | Restrictions on a Supplier switching the subcontractors working on the Contract. |
| **Joint Schedule 7 (Financial Difficulties)** | What Suppliers must do if they are in financial trouble |
| **Joint Schedule 8 (Guarantee)** | The document signed by a third party to provide additional assurance that the Supplier will meet their obligations under the Contract. |
| **Joint Schedule 9 (Minimum Standards of Reliability)** | Restriction on the buyer entering into Call-Off Contracts if it does not meet the standards required in the OJEU notice. |
| **Joint Schedule 10 (Rectification Plan)** | The process to follow if a supplier defaults a contract. |
| **Joint Schedule 11 (Processing Data)** | Details about the data processing the supplier is allowed to do. |
| **Joint Schedule 12****(Supply Chain Visibility)** | What Suppliers must do to ensure visibility of the Supply Chain. |
| **Call-Off Schedule 1 (Transparency Reports)** | The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements. |
| **Call-Off Schedule 2 (Staff Transfer)** | How CCS, the Buyer or the Supplier protect employees' rights when the organisation or service they work for transfers to a new employer. |
| **Call-Off Schedule 3 (Continuous Improvement)** | The requirement that the Supplier always improves how it delivers the Call-Off Contract. |
| **Call-Off Schedule 4 (Call-Off Tender)** | How the Supplier proposes to meet the requirements of a Call-Off Contract. |
| **Call-Off Schedule 5 (Pricing Details)** | Placeholder for pricing information additional to that contained in the Order Form. |
| **Call-Off Schedule 6 (ICT Services)** | Additional terms for the delivery of ICT Services. |
| **Call-Off Schedule 7 (Key Supplier Staff)** | Restrictions on a Supplier changing staff that are crucial to deliver the Contract. |
| **Call-Off Schedule 8 (Business Continuity and Disaster Recovery)** | What the Supplier must do to make sure the Contract can still be delivered even if there’s an unexpected event. |
| **Call-Off Schedule 9 (Security)** | What the Supplier must do to ensure that Buyer data and Deliverables are kept secure. |
| **Call-Off Schedule 10 (Exit Management)** | What the Supplier needs to do at the end of a Call-Off Contract to help the Buyer continue to deliver public services. |
| **Call-Off Schedule 11 (Installation Works)** | **Not used** |
| **Call-Off Schedule 12 (Clustering)** | Enables multiple Buyers to join together to procure Deliverables more efficiently. |
| **Call-Off Schedule 13 (Implementation Plan and Testing)** | The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements. |
| **Call-Off Schedule 14 (Service Levels)** | The standards of service required by the Buyer and what happens when these are not met. |
| **Call-Off Schedule 15 (Call-Off Contract Management)** | How the Supplier and the Buyer should work together on the Call-Off Contract. |
| **Call-Off Schedule 16 (Benchmarking)** | A process for comparing the value of the Supplier against other providers in the market. |
| **Call-Off Schedule 17 (MOD Terms)** | Any additional terms required by MOD Buyers. |
| **Call-Off Schedule 18 (Background Checks)** | This Schedule should be used where Supplier Staff must be vetted before working on Contract. |
| **Call-Off Schedule 19 (Scottish Law)** | Switches the interpretation of the contract from the laws of England and Wales to Scottish law. |
| **Call-Off Schedule 20 (Call-Off Specification)** | Further details about what has been ordered under a call-off contract. |
| **Call-Off Schedule 21 (Northern Ireland Law)** | Switches the interpretation of the contract from the laws of England and Wales to Northern Ireland law. |
| **Call Off Schedule 22 (Vehicle Hire Terms)** | Specific Vehicle Hire Terms |