

How to create a Call-Off Contract using RM6143 Terms and Conditions

RM6143 Vehicle Telematics: Hardware and Software Solutions

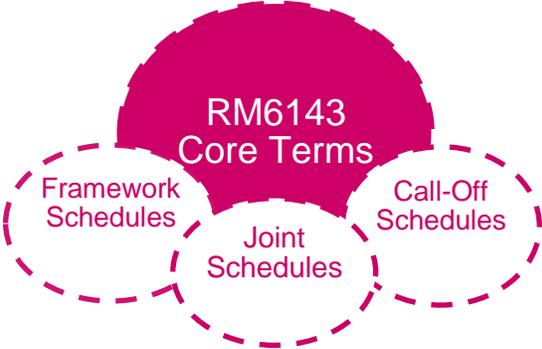
Buyer guidance



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This guidance sets out how to create a Call-Off Contract under the RM6143 Vehicle Telematics: Hardware and Software Solutions agreement.

CCS is using the Public Sector Contract (PSC) for this framework agreement. This includes commercial core terms and generic schedule templates that together make up the RM6143 contractual documents, as follows:-



The Core Terms form part of the framework agreement and every Call-Off Contract and govern the Supplier’s relationship with CCS and each Buyer that has a Call-Off Contract under this agreement.

The generic schedule templates have been designed to meet each customer’s requirements and circumstances but may need to be customised. Therefore, we have set out the schedules that you will need to review and potentially amend in this guidance, including when and how to make the required amendments. A list of remaining schedules and their purpose can be found in annex 1.

How to start

During the pre-tender stage of a procurement you will need to populate the Order Form. An Order Form template is provided in Framework Schedule 6 (Order Form Template and Call-Off Schedules).

The Order Form is the contract between you and the Supplier. It includes the Core Terms, Joint Schedules and Call-Off Schedules that are incorporated into the Call-Off Contract (as illustrated below). Not all of the schedules listed will be appropriate to all requirements. You will therefore need to review the list of documents (highlighted in yellow) and decide which are relevant to your vehicle telematics requirements.

We have set out the circumstances in which a schedule will be used for RM6143, and when and how to make the required amendments in the section below called [how to make amendments to the schedules](#).

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6143
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6143
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6143
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)

- Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law)
 - Call-off Schedule 22 (Lease Terms)
4. CCS Core Terms (version 3.0.7)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6143
 6. Call-Off Schedule 23 (Supplier-Furnished Terms)
 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

How to make amendments to the schedules

Pre-tender stage

The schedules that you will need to review and potentially amend at the pre-tender stage of a procurement are:

Document	What is it?	Does it need an amendment?	What do I need to do?
Framework Schedule 6 (Order Form Template and Call-Off Schedules)	Template document that the Buyer needs to complete to form a Call-Off Contract.	Yes	Complete the Order Form Template to customise (or delete) parts of it according to your requirements. The yellow highlights are the sections that you will need to review, amend and/or delete as appropriate. Section 3 is a long list of schedules that are incorporated into the framework, therefore if you choose to remove a schedule as it does not apply to your circumstances, it should be deleted from the aforementioned list.
Joint Schedule 3 (Insurance Requirements)	Details the insurance a Supplier holds in case it breaches a contract or is negligent.	Maybe	Review the levels of insurance that suppliers have committed to provide under the framework in the annex of Joint Schedule 3. If you are happy with the level of insurance coverage, no action is required. If you require any further insurance you can include these in the "Additional Insurances" section on page 5 of the Order Form.
Joint Schedule 11 (Processing Data)	Details the data processing the Supplier is allowed to do and the roles that the Supplier and Buyer will undertake during the contract.	Yes	As telematics involves the management of data, choose the data processing roles that you and the Supplier will undertake during the contract lifecycle and delete other parts of the schedule as applicable (e.g. annex 2 if you are a Joint Controller). The standard options are already drafted for you (Controller and Processor) but you can choose a bespoke arrangement if you wish.

Document	What is it?	Does it need an amendment?	What do I need to do?
Call-Off Schedule 14 (Service Levels)	Details the standards of service that you require and what happens when these are not met.	Maybe	This schedule is optional for your contract. If this is required, update annex A of this schedule to document the service levels that you want the Supplier to comply with throughout the life of the contract. You may choose to include service levels in your specification or Order Form, or not to include any at all in your contract.
Call-Off Schedule 20 (Call-Off Specification)	Details of what has been ordered under the Call-Off Contract.	Maybe	This schedule is optional for your contract. It is recommended that you copy and paste your call-off specification into this schedule.

Other schedules that you may want to consider pre-tender

There may be other schedules that you feel you need to review and potentially amend during the pre-tender stage if they apply to your specific circumstances. These schedules are:

Document	What is it?	Does it need an amendment?	What do I need to do?
Call-Off Schedule 2 (Staff Transfer)	Details how a relevant transfer of staff will be conducted.	No	This schedule is optional for your contract. For some contracts you may need to have appropriate provisions in your contract to deal with staff transfer. If this is required, select one of the pre-drafted options (A, B, C, D and E) in this schedule.

Document	What is it?	Does it need an amendment?	What do I need to do?
Call-Off Schedule 9 (Security)	Details what the Supplier must do to ensure that the Buyer's data and deliverables are kept secure.	Maybe	<p>This schedule is optional for your contract.</p> <p>For contracts with a risk to personal or sensitive data you may need to confirm whether or when the drafted security requirements in Part A (Short Form Security Requirements) or Part B (Long Form Security Requirements) should apply. Part B should be considered where there is a high level of risk to data.</p>
Call-Off Schedule 13 (Implementation Plan and Testing)	Details when the deliverables will be implemented and tested to ensure they meet the requirements.	Maybe	<p>This schedule is optional for your contract.</p> <p>For some complex or time sensitive contracts, you may need to incorporate an Implementation Plan. If this is required, review the draft wording provided in clause 7 of the schedule and insert your draft Implementation Plan into annex A.</p> <p>If the inclusion of an Implementation Plan is appropriate to your contract, you can share Schedule 13 as part of your ITT or populate it jointly with the preferred Supplier post award.</p>
Call-Off Schedule 17 (MOD Terms)	Details any Defence Conditions (DEFCONs), Defence Forms (DEFFORMS), or additional terms required by the Ministry of Defence (MOD).	Maybe	<p>This schedule is optional for your contract.</p> <p>For MOD contracts you may need to add DEFCONs, DEFFORMs or other additional terms required by the MOD. If this is required, insert these additional terms in annex A of the schedule.</p>

Document	What is it?	Does it need an amendment?	What do I need to do?
Call-Off Schedule 18 (Background Checks)	Details the circumstances in which Supplier Staff must be vetted before working on a contract.	Maybe	This schedule is optional for your contract. For some confidential or sensitive contracts, you may need the Supplier staff to be vetted before working on a contract. If this is required, insert a list of Relevant Convictions into annex 1 to define the circumstances in which a supplier will seek approval from you before any person who discloses a Relevant Conviction is employed or engaged by the Supplier in the provision of deliverables under the contract.
Call-Off Schedule 19 (Scottish Law)	Switches the law applicable to the contract from the laws of England and Wales to Scottish law.	Maybe	This schedule is optional for your contract. For some contracts you may need to switch the applicable law from the laws of England and Wales to Scottish Law. If this is required, insert any amendments to the call-off schedules where Scottish Law applies in this schedule. Amendments to the core terms and joint schedules are already drafted in this schedule.
Call-Off Schedule 21 (Northern Ireland Law)	Switches the law applicable to the contract from the laws of England and Wales to Northern Ireland law.	Maybe	This schedule is optional for your contract. For some contracts you may need to switch the applicable law from the laws of England and Wales to Northern Ireland (NI) Law. If this is required, insert any amendments to the call-off schedules where NI Law applies in this schedule. Amendments to the core terms and joint schedules are already drafted in this schedule.
Call Off Schedule 22 (Lease Terms)	Details what the Supplier needs to do if a Buyer orders' lease equipment under the framework.	Maybe	This schedule is optional for your contract. For some contracts you may need to lease equipment from the Supplier. If this is required, review and confirm the draft wording in yellow highlights in the schedule.

Contract award stage

Some schedules may require amendment before you issue the final contract to the preferred Supplier. You can also add the outcome of your competition to some schedules if this is required. These schedules are:

Document	What is it?	Does it need an amendment?	What do I need to do?
Joint Schedule 4 (Commercially Sensitive Information)	Details the Supplier's confidential information.	Maybe	For some contracts the Supplier will ask for their information to remain confidential. If so, update clause 1.3 to include the Supplier's information that you cannot disclose or report to the public, prior to issuing the final contract to the preferred Supplier for signature.
Joint Schedule 8 (Guarantee)	A document signed by a third party to provide additional assurance that the Supplier will meet its obligations under the contract.	Maybe	This schedule is optional for your contract. For some contracts a Buyer may need a third party to provide additional assurance that the Supplier will meet its contractual obligations. If required, the Call-Off Contract guarantee will need to be completed by the Supplier and returned to you, prior to you signing the Order Form.
Call-Off Schedule 1 (Transparency Reports)	Details what the Buyer needs from the Supplier to meet its public accountability and transparency requirements .	Maybe	Update annex A of this schedule to include a list of the Supplier's transparency reports. If you do not want to include a list of these reports in the contract, no action is required.

Document	What is it?	Does it need an amendment?	What do I need to do?
Call-Off Schedule 4 (Call-Off Tender)	Details how the Supplier proposes to meet the requirements of a Call-Off Contract.	Maybe	This schedule is optional for your contract. For some contracts you may need to include the outcome of the tender in the contract. If this is required, copy and paste the Supplier's tender responses to demonstrate how the Supplier will deliver the goods and/or services to you as part of the contract.
Call-Off Schedule 5 (Pricing Details)	Placeholder for pricing information additional to that contained in the Order Form.	Maybe	This schedule is optional for your contract. For some contracts you may need to include the Supplier's tender prices in the Call-Off Contract. If this is required, copy and paste the Supplier's tender prices into the schedule to confirm the prices the Supplier will charge to you as part of the contract.
Call-Off Schedule 7 (Key Supplier Staff)	Details the restrictions on a supplier changing staff that are crucial to the delivery of the contract.	Maybe	This schedule is optional for your contract. For some requirements you may need to include the names of Supplier Staff that will be appointed to key roles in the contract. If this is required, update annex 1 to include the names of the persons who are crucial to the delivery of the contract.
Call-Off Schedule 10 (Exit Management)	Details what the Supplier needs to do at the end of a Call-Off Contract to help the Buyer continue to deliver public services.	Maybe	This schedule is optional for your contract. If the inclusion of an Exit Management Plan is appropriate to your contract, review the draft timings for the Exit Plan provided in clause 4.4 of the schedule. If you are happy with the timings, no action is required. If you require different timings, update clause 4.4 and send it to the preferred Supplier prior to contract signature.

Document	What is it?	Does it need an amendment?	What do I need to do?
Call-Off Schedule 13 (Implementation Plan and Testing)	Details when the deliverables will be implemented and tested to ensure they meet the requirements.	Maybe	<p>This schedule is optional for your contract.</p> <p>If the inclusion of an Implementation Plan is appropriate to your contract, you can populate it jointly with the preferred Supplier at the contract award stage. If this is required, review the draft wording provided in clause 7 of the schedule and insert your draft Implementation Plan into annex A.</p>
Call-Off Schedule 23 (Supplier Furnished Terms)	Sets out what the supplier needs to do for the licensing of software; and the provision of Software as a Service, software support and maintenance.	Maybe	<p>This schedule is optional for your contract.</p> <p>For some contracts you may need to include specific terms for licensing of non-Commercial off-the-shelf (COTS) third party software or COTS software; additional terms for the provision of Software as a Service; or the provision of software support, in accordance with Call-Off Schedule 6 (ICT Services) in the contract.</p> <p>If this is required, update the annex applicable to your circumstances (e.g. annex 1 to 4) with the required terms to set out what the Supplier needs to do for the licensing of software; the provision of Software as a Service, and/or software support and maintenance.</p>

During the contract lifecycle

A small number of schedules may require amendment during the lifecycle of the contract. These schedules are:

Document	What is it?	Does it need an amendment?	What do I need to do?
Joint Schedule 2 (Variation Form)	Details how the Supplier, CCS and the Buyer can make a change to an existing Call-Off Contract.	Maybe	If you need to make a change to the contract once it is live, update this schedule to document and sign off any changes with the Supplier.
Joint Schedule 10 (Rectification Plan)	Details what steps the Supplier will take and the timelines for rectification if the Supplier defaults a contract.	Maybe	If the Supplier defaults once the contract once it is live, update the “Request for [Revised] Rectification Plan” section and send the schedule to the Supplier to complete the “Supplier Rectification Plan” section with the cause of the default and the steps that the supplier will take for rectification. If the Supplier does not default the contract, no action is required.

Annex 1: RM6143 Schedules

This annex lists the remaining schedules for the RM6143 framework agreement.

Joint Schedules

The joint schedules are used for both the framework and Call-Off Contracts. Buyers can choose which optional joint schedules to include and whether to amend these schedules when they are used in a specific Call-Off Contract.

We have set out the joint schedules that you may need to review or potentially amend for most RM6143 Call-Off Contracts in this guidance document. You may feel you want to review or amend other schedules to ensure the remaining schedules meet your specific circumstances:

Document	What is it?	Is it optional for my contract?	Does it need an amendment?
Joint Schedule 1 (Definitions)	Defines what the capitalised terms in the documents mean and how to interpret them in the Call-Off Contract.	No	No
Joint Schedule 5 (Corporate Social Responsibility)	Details the behaviours expected of the Supplier as a good corporate citizen.	No	No
Joint Schedule 6 (Key Subcontractors)	Details the restrictions on the Supplier switching subcontractors working on the contract.	Yes. If it is not required, delete from the Order Form.	No
Joint Schedule 7 (Financial Difficulties)	Details what suppliers must do if they are in financial trouble.	Yes. If it is not required, delete from the Order Form.	No

Document	What is it?	Is it optional for my contract?	Does it need an amendment?
Joint Schedule 9 (Minimum Standards of Reliability)	Details the restrictions on the Supplier entering into Call-Off Contracts if it does not meet the standards required in the OJEU notice.	Yes. If it is not required, delete from the Order Form.	No
Joint Schedule 12 (Supply Chain Visibility)	Details what suppliers must do to ensure visibility of the supply chain.	Yes. If it is not required, delete from the Order Form.	No

Call-Off Schedules

The call-off schedules are used for Call-Off Contracts. Buyers can choose which of the optional call-off schedules to include and whether to amend these schedules when they are used in a specific Call-Off Contract.

We have set out the call-off schedules that you may need to review or potentially amend for most RM6143 Call-Off Contracts. You may feel you want to review or amend other schedules to ensure the remaining schedules meet your specific circumstances:

Document	What is it?	Is it optional for my contract?	Does it need an amendment?
Call-Off Schedule 3 (Continuous Improvement)	Details the requirement that the Supplier always improves how it delivers the Call-Off Contract.	Yes. If it is not required, delete from the Order Form.	No

Document	What is it?	Is it optional for my contract?	Does it need an amendment?
Call-Off Schedule 6 (ICT Services)	Details the additional terms that the Buyer wants to incorporate for the delivery of ICT services.	Yes. If it is not required, delete from the Order Form.	No
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	Details what the Supplier must do to make sure the Call-Off Contract can still be delivered even if there's an unexpected event.	Yes. If it is not required, delete from the Order Form.	No
Call-Off Schedule 11 (Installation Works)	Details what the Supplier needs to do when installing items for the Buyer.	Yes. If it is not required, delete from the Order Form.	No
Call-Off Schedule 12 (Clustering)	Enables multiple Buyers to join together to procure deliverables more efficiently.	Yes. If it is not required, delete from the Order Form.	Maybe
Call-Off Schedule 15 (Call-Off Contract Management)	Sets out how the Supplier and the Buyer should work together on managing the Call-Off Contract.	Yes. If it is not required, delete from the Order Form.	Maybe
Call-Off Schedule 16 (Benchmarking)	Sets out a process for comparing the value of the Supplier provides against other providers in the market.	Yes. If it is not required, delete from the Order Form.	No

Framework Schedules (not included in your contract)

The framework schedules relate to how CCS manages the framework agreement and sets out the suppliers' contractual obligations under the framework. These schedules do not form part of the Call-Off Contract:

Document	What is it?
Framework Schedule 1 (Specification)	Details the scope of the requirements that the suppliers have agreed to provide for each of the framework lots.
Framework Schedule 2 (Framework Tender)	Details how the suppliers propose to meet the requirements in the Specification.
Framework Schedule 3 (Framework Prices)	Details the maximum prices that the suppliers can charge for deliverables under the framework.
Framework Schedule 4 (Framework Management)	Details how CCS and the suppliers will manage the framework.
Framework Schedule 5 (Management Charges and Information)	Details how suppliers will report to CCS and the charges they will have to pay to CCS for being appointed to the framework.
Framework Schedule 7 (Call-Off Award Procedure)	Details the process that a Buyer must follow to award a Call-Off Contract.
Framework Schedule 8 (Self-Audit Certificate)	A template letter that suppliers must send to CCS each year to confirm it has tested its own records and reporting about the framework agreement.
Framework Schedule 9 (Cyber Essentials Scheme)	Details the obligations on the suppliers to maintain the Cyber Essentials security accreditation.

Further information

If you require any further information please contact

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You can also learn more about Crown Commercial Service at:

Website:

crowcommercial.gov.uk

Twitter:

[@gov_procurement](https://twitter.com/@gov_procurement)

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