

Digital Outcomes and Specialists 5

RM1043.7

Public Sector Contract Guidance

Customer guidance



Crown
Commercial
Service

Digital Outcomes and Specialists 5

Public Sector Contract

The new iteration of Digital Outcomes and Specialists (DOS) has seen the terms and conditions change to follow the Public Sector Contract format. This document is designed to provide a simple guide about what makes up the framework contract and how to use it. You'll find additional guidance throughout the contract itself, in **bold**.

Overview

The framework contract defines the legal terms between the Crown Commercial Service (CCS) and a DOS 5 supplier. It also defines the terms between a public sector buyer and DOS 5 supplier. Following the Public Sector Contract format used by many other CCS agreements, it is made up of the core terms and relevant schedules as applicable to suppliers and buyers. The following provides details on what makes up the framework contract:

Order Form

This is your contract with your Supplier and can be found in Framework Schedule 6 (Order Form Template and Call-Off Schedules). It is also available under 'Documents' on the DOS 5 webpage.

The Order Form requires you to customise or delete parts of it (indicated in **bold**) according to your Requirements. It is the only document which both you and the Supplier sign. It links to the Core Terms and any applicable Joint Schedules and Call-Off Schedules. You can download the [DOS 5 legal documents](#) from the GOV.UK page. The Order Form, when completed and signed by you and the Supplier, forms your Call-Off Contract.

Core Terms

These are the main legal terms for the Framework Contract and each Call-Off Contract. The core terms contain CCS standard commercial terms and conditions which govern the Supplier relationship with CCS at framework level and with each customer at Call-Off Contract level. Core Terms must always be used and you cannot change the text of the Core Terms.

Schedules

Each Call-Off Contract has mandatory schedules and is customised using optional schedules. The schedules are used in addition to the Core Terms and comprise of:

- Framework Schedules
- Joint Schedules
- Call-Off Schedules

Not all Schedules need to be used in your Call-Off Contract, some are mandatory and others are optional, as detailed in the tables below. Depending on the complexity of your requirement you may need to use most of the schedules. For any schedules you don't use, you can delete these from your contract.

Call-Off Special Terms

If you, the customer, require any special terms; or wish to revise or supplement the Core Terms, Joint Schedules or Call-Off Schedules; details should be included in the Call-Off Special Terms section of the Order Form. You cannot amend any of the actual Schedules themselves except where indicated in **bold**.

Once you are satisfied with your Order Form, send it to the awarded Supplier for completion of their details and signature. The Supplier will already have accepted the standard framework terms and conditions when signing their Framework Award Form with CCS. Suppliers are not permitted to renegotiate the terms of the framework as detailed in the Core Terms and Schedules.

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

Core Terms and Framework Schedules

The core terms form part of the framework and call-off contracts and must be used on every contract. They govern the supplier's relationship with CCS and every buyer who has a call-off contract. They cannot be changed. The framework schedules are additional terms between the supplier and CCS.

Document title	What is it?
Core Terms	The main legal terms for both Framework and Call-Off Contracts.
Framework Award Form	Includes important information and contents of a Framework Contract.
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)	Details the pricing mechanisms available under the framework and the maximum day rates the supplier can charge per role under Lot 2 Digital Specialists.
Framework Schedule 4 (Framework Management)	Describes how CCS and Supplier will manage the Framework Contract.
Framework Schedule 5 (Management Charges and Information)	Describes 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 the customer needs to complete to form a Call-Off Contract. Available separately on the website for download and completion.
Framework Schedule 7 (Call-Off Award Procedure)	The process a customer must follow to award a Call-Off Contract.
Framework Schedule 8 (Self Audit Certificate)	A letter each supplier must send to CCS annually to confirm that its systems, reporting and processing of public sector orders complies with the Framework contract.

Joint Schedules

The joint schedules are additional terms between the supplier and CCS under the framework, as well as between the supplier and buyer under call-off contracts. Buyers can exclude specific schedules, marked as optional, that are deemed not relevant to the procurement.

Document Title	Optional	What is it?
Joint Schedule 1 (Definitions)		What the Legal Definitions in the documents mean and how to interpret the Contract.
Joint Schedule 2 (Variation Form)		Customer input may be required How the Supplier, CCS and the Buyer can make a change to an existing Contract. This covers Framework and Call-Off Contracts.
Joint Schedule 3 (Insurance Requirements)		The insurance a supplier needs in case it breaches a Contract or is negligent. Any additional insurances required must be detailed in the Order Form.
Joint Schedule 4 (Commercially Sensitive Information)		Identifies Supplier Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs). Any additional Commercially Sensitive Information must be detailed in the Order Form.
Joint Schedule 5 (Corporate Social Responsibility)		Agreement that the supplier behaves as a good corporate citizen.
Joint Schedule 6 (Key Subcontractors)	Optional	The process the Supplier has to follow if using Subcontractors. Provides an obligation on the supplier to provide details on their subcontractors. This allows buyers to undertake their off-payroll working (IR35) assessments accurately, where the procurement is deemed to be for resource rather than a managed service. Key Subcontractors must be detailed in the Order Form.
Joint Schedule 7 (Financial Difficulties)	Optional	Customer input may be required What suppliers must do if they are in financial trouble. For use in specific cases of concern about delivery of the Call-Off Contract. Use Annex 1 to detail rating agencies Use Annex 2 to include credit rating and credit rating thresholds for the Supplier Guarantor and Key Subcontractors as required.
Joint Schedule 8 (Guarantee)	Optional	Customer input may be required The document signed by a third party to provide additional assurance that the supplier will meet their obligations under the Contract. Complete Annex 1 - Form of Guarantee and Deed of Guarantee

Joint Schedule 10 (Rectification Plan)		<p>Customer input may be required</p> <p>The process to follow if the Supplier defaults on your contract. If default occurs complete this schedule with the Supplier to ensure the required corrective action is put in place.</p>
Joint Schedule 11 (Processing Data)		<p>Customer input may be required</p> <p>Set outs the data processing options and processes, which you and the Supplier have to follow to address GDPR requirements. When and wherever personal data is being processed, complete: Annex 1 - Processing Personal Data Annex 2 - Joint Controller Agreement</p>
Joint Schedule 12 (Supply Chain Visibility)	Optional	The requirement on a Supplier to advertise Sub-Contract Opportunities.

Call-Off Schedules

The call-off schedules are specific to the call-off contract between the supplier and buyer. Buyers can exclude specific schedules that are deemed not relevant to the procurement, marked as optional.

Document Title	Optional	What is it?
Call-Off Schedule 1 (Transparency Reports)		Customer input may be required Information about the Call-Off Contract you need from the Supplier so that you can meet your public accountability and transparency requirements. If required, complete Annex A - List of Transparency Reports
Call-Off Schedule 2 (Staff Transfer)		Customer input may be required How CCS, the Buyer or Supplier protects employees' rights when the organisation or service they work for transfers to a new employer. Complete all relevant sections
Call-Off Schedule 3 (Continuous Improvement)		For information only, no customer input required Supplier's obligations to identify new or potential improvements to how it delivers the Call-Off Contract.
Call-Off Schedule 4 (Call-Off Tender)		Customer input required How the supplier proposes to meet the requirements of a call-off contract. Insert Supplier's Call-Off Tender response
Call-Off Schedule 5 (Pricing Details and Expenses Policy)		Customer input may be required Pricing information additional to that contained in the Order Form, if required, where the pricing is particularly complex.
Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)		Customer input may be required Additional terms for the delivery of ICT Services.
Call-Off Schedule 7 (Key Supplier Staff)		Customer input may be required Details restrictions on a Supplier changing staff that are crucial to delivery of the Call-Off Contract. Allows buyers to request details of supplier staff start and end dates. This is required for off-payroll working (IR35) record purposes, where the procurement is deemed to be for resource rather than a managed service.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	Optional	For information only, no customer input required What the Supplier must do to make sure the Call-Off Contract can still be delivered even if there's an unexpected event. Use if: a) Call-Off Contracts will be critical for the buyer's organisation b) it would be difficult to replace the Supplier if things go wrong.
Call-Off Schedule 9 (Security)		Customer input may be required What the Supplier must do to ensure that customer data and deliverables are kept secure. Complete all relevant sections.
Call-Off Schedule 10 (Exit Management)		Customer input may be required What the supplier needs to do at the end of a call-off contract to help the buyer continue to deliver public services. An Exit Management Plan should be agreed following award of the Call-Off Contract.
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 and Balanced Scorecard)	Optional	The standards of service required by the buyer and what happens when these are not met. The buyer may choose to use Service Levels and/or Balanced Scorecard KPIs to manage the supplier and Call-Off Contract.
Call-Off Schedule 15 (Call-Off Contract Management)	Optional	Customer input may be required Provides a formal Board structure for how the buyer and supplier will work together to manage the Call-Off Contract.
Call-Off Schedule 16 (Benchmarking)	Optional	For information only, no customer input required Allows the Buyer to commission an approved benchmarker to assess whether the Deliverables represent value for money over the lifetime of the Contract.
Call-Off Schedule 17 (MOD Terms)	Optional	For MOD customers only, input required Additional terms required by the MOD.
Call-Off Schedule 18 (Background Checks)	Optional	To be used where supplier staff must be vetted before working on the contract. For example, in cases where supplier staff may come into contact with children, vulnerable adults or members of the public for whom the buyer has a special duty of care.
Call-Off Schedule 19 (Scottish Law)	Optional	Only Valid if in Scotland - Customer input required Switches the interpretation of the contract to Scottish Law.

Call-Off Schedule 20 (Call-Off Specification)		Customer input may be required Information relating to your Specification additional to that contained in the Order Form if required.
Call-Off Schedule 21 (Northern Ireland Law)	Optional	Only valid if in Northern Ireland Switches the interpretation of the contract to Northern Ireland Law.
Call-Off Schedule 25 (Ethical Walls Agreement)	Optional	Provides a template for an ethical walls agreement between the buyer and an incumbent supplier, to protect against bias and conflicts of interest during the procurement.
Call-Off Schedule 26 (Cyber Essentials Scheme)	Optional	Obligations on the Supplier to maintain cyber security accreditation, where this is deemed appropriate to the Call-Off Contract.

Further information

If you require any further information or need further assistance please contact

info@crowcommercial.gov.uk

0345 410 222

You can also learn more about Crown Commercial Service at:

Website:

[crowcommercial.gov.uk](https://www.crowcommercial.gov.uk)

Twitter:

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