

RM3808 Network Services 2 - Buyer Guidance to the Public Sector Contract v1.0

Document	What is it?	Buyer guidance	When to be used by the Buyer	
			Further Competition	Direct award from catalogue
Core Terms	The main legal terms for both Framework and Call-Off Contracts.	<p>The Framework Contract, reference RM3808, incorporates CCS Core Terms version 3.0.5</p> <p>You cannot change the text of the Core Terms but you can change their legal effect by using Special Terms within the Order Form Template.</p> <p>You should also refer to any Framework Special Terms that have been included by CCS in the Framework Award Form.</p> <p>Note: The Public Contract Regulations Regulation 33(6) states that Call-Off Contracts may not depart from the terms of the Framework agreement in any substantial respect. Further guidance is available here https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/560262/Guidance_on_Amendments_to_Contracts_-_Oct_16.pdf</p>	Always - version 3.0.5 applies.	Always - version 3.0.5 applies.
Framework Award Form	<p>The signed Framework Award Form is the legal contract between CCS and the Supplier.</p> <p>It includes important information and contents of the Framework Contract.</p>	<p>The Framework Award Form defines the Framework Contract and sets out the order of precedence of the documents incorporated into the Framework Contract.</p> <p>It specifies the version of the Core Terms to be used in the the Contract and lists the included schedules and any Framework Special Terms that apply to the Contract.</p>	For understanding the Framework Contract and any Special Terms that apply.	For understanding the Framework Contract and any Special Terms that apply.
Framework Schedule 1 (Specification)	The Deliverables CCS needs the suppliers to provide to buyers and provides detail on the specification of the Services and the scope of Services for each Lot.	<p>Refer to Part A of this document to ensure that the full range of your requirements is within the scope of the Lot(s) you have selected for your procurement.</p> <p>Part B contains a copy of the Supplier's Services description provided in response to the relevant Framework award questionnaire questions. Where content has been identified as 'Commercially Sensitive Information' there may be restricted view to part or all of this part.</p>	For reference only.	For reference only.
Framework Schedule 2 (Framework Tender)	How the supplier proposes to meet the requirements in the Specification.	<p>This is where appropriate parts of the Supplier's tender for the Framework Contract are held.</p> <p>Where content has been identified as 'Commercially Sensitive Information' there may be restricted view to part or all of this schedule.</p>	For CCS reference only.	For CCS reference only.

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Framework Schedule 3 (Framework Prices and Catalogue)	<p>Part A Framework Prices details how Framework Prices are used.</p> <p>Part B Catalogue details the processes for managing and maintaining the Catalogue.</p>	<p>Framework Prices are used in accordance with Part A of this schedule which sets out the relationship between the Framework Prices and Charges for Call-Off Contracts.</p> <p>Part A Annex 1 is where the Supplier's Framework Prices for each Lot they have been awarded are held. Where content has been identified as 'Commercially Sensitive Information' there may be restricted view to part or all of this annex.</p> <p>Part B of this Schedule sets out the mechanism for CCS and the Supplier in managing and maintaining the Catalogue and the Service Offer(s) contained within the Catalogue.</p>	<p>For reference only.</p> <p>Part A, Annex 1 for CCS reference only.</p>	<p>For reference only.</p> <p>Part A, Annex 1 for CCS reference only.</p>
Framework Schedule 4 (Framework Management)	<p>How CCS and Suppliers will manage the Framework Contract.</p>	<p>This schedule forms the basis of the working relationship between CCS and the Supplier.</p> <p>There is an equivalent schedule for the relationship between the Buyer and the Supplier - Call-Off Schedule 15 (Call-Off Contract Management).</p>	<p>Not used by the Buyer.</p>	<p>Not used by the Buyer.</p>
Framework Schedule 5 (Management Charges and Information)	<p>How suppliers report Management Information (MI) and pay the Management Charge to CCS.</p>	<p>This schedule simply details how the Supplier reports Management Information to CCS and how CCS apply the correct Management Charge.</p> <p>The Management Charge is shown in the Framework Award Form.</p>	<p>Not used by the Buyer.</p>	<p>Not used by the Buyer.</p>
Framework Schedule 6 (Order Form Template and Call-Off Schedules)	<p>This is the document that you, the Buyer, needs to complete to form a Call-Off Contract.</p> <p>It includes important information and contents of the Call-Off Contract.</p> <p>The signed Call-Off Contract is the legal contract between the Buyer and the Supplier.</p>	<p>The Order Form performs the same function for the Call-Off Contract as the Framework Award Form does for the Framework Contract.</p> <p>Importantly it sets out the order of precedence of the documents incorporated into the Call-Off Contract.</p> <p>It is where you specify your requirements for the services you are buying including what schedules apply and any Call-Off Special Terms. It also contains the details of the charges from the successful supplier.</p> <p>The information in the Order Form is always needed. It is important for you to use the Order Form because once completed, the signing of this document forms the legal contract between you (the Buyer) and the Supplier.</p> <p>There is a different Order Form for you to use depending upon which of the two Call-Off award procedures you are intending to use. Part A or Part B as appropriate to further competition or to direct award MUST be completed.</p> <p>PART A Further Competition Order Form Template; or PART B Direct award Order Form Template.</p> <p>Further Guidance is available to help you complete the Order Form according to the award procedure you have selected to use.</p> <p>Buyers Guidance - Further Competition Buyers Guidance - Direct Award</p>	<p>Always use PART A: Further Competition Order Form Template</p> <p>Refer to Buyers Guidance - Further Competition</p>	<p>Always use PART B: Direct award Order Form Template</p> <p>Refer to Buyers Guidance - Direct award</p>

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Framework Schedule 7 (Call-Off Award Procedure)	The process that a Buyer must follow to award a Call-Off Contract.	This schedule is very important because it sets out how the Buyer must make specific purchases (Call-Offs), within the constraints of the Public Contracts Regulations 2015. It is critical that you follow the award procedures for the chosen route - further competition or direct award.	For reference only - nevertheless, it is very important.	For reference only - nevertheless, it is very important.
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.	This schedule attempts to ensure that the Supplier has and uses its systems reliably and appropriately.	Not used by the Buyer.	Not used by the Buyer.
Framework Schedule 9 (Cyber Essentials Scheme)	Obligations on the Supplier to maintain cyber security accreditation or equivalent.	This schedule relates to the scheme at https://www.cyberessentials.ncsc.gov.uk/ You need to consider this in the totality of security provision.	For reference only.	For reference only.
Joint Schedule 1 (Definitions)	What the capitalised terms in the documents mean and how to interpret the Contract.	All the shared definitions are included in this schedule. Where a term is needed only in one schedule it may be defined only in that schedule and not included here. The schedule must not be amended. Any new definitions or amendments must be added/made by the Buyer by creating a Call-Off Special Term in the Order Form.	Always.	Always.
Joint Schedule 2 (Variation Form)	How the Supplier, CCS and the Buyer can make a change to an existing Contract.	This form is to change a Contract in accordance with the Core Terms Clause 24 Changing the contract. Used as required by CCS or the Suppliers to effect a variation to the Framework Contract; and by you and your the Supplier to effect a variation to the Call-Off Contract.	Always.	Always.
Joint Schedule 3 (Insurance Requirements)	The insurance a Supplier needs in case it breaches a contract or is negligent.	This schedule details the insurance requirements for both the Framework and the Call-Off Contract The 'ANNEX: Required Insurances' details the minimum insurance levels that Suppliers are required to have in place for this Framework. The schedule must not be amended. Any amendments required must be added/made by creating a special term in the Order Form. Any Additional Insurances must be added where provided for in the Order Form.	Always.	Always.
Joint Schedule 4 (Commercially Sensitive Information)	The only information about the supplier that can't be disclosed or reported to the public, subject to Clause 16 of the Core Terms	This schedule is completed at award of your Call-Off contract, using information from the Supplier. Any additional commercially sensitive information must be added in the Order Form.	Always.	Always.

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Joint Schedule 5 (Corporate Social Responsibility)	Agreement that the supplier behaves as a good corporate citizen.	You need to review the content of each paragraph and its significance for your procurement. Where the schedule is insufficient for your organisations needs your additional requirements should be stated within your Statement of Requirements.	Always.	Always.
Joint Schedule 6 (Key Subcontractors)	Restrictions on a supplier switching the subcontractors working on the contract.	This schedule gives you rights over the management of Key Subcontractors. These rights are not applicable for Framework Subcontractors - the rights can only be applied to Key Subcontractors. You will find it helpful to read the definition of Key Subcontractors (and Subcontractors) in Joint Schedule 1 (Definitions).	Always.	Always.
Joint Schedule 7 (Financial Difficulties)	What suppliers must do if they are in financial trouble.	The schedule is to enable you to deal with suppliers who are critical to the Call-Off Contract and have come into financial difficulties. It probably is less useful if your procurement is for widely available commodity services or commodity goods. Its usefulness depends on how well it is drafted. You need to work closely with Commercial Intelligence in customising the schedule for your procurement.	Optional - Use in specific cases of concern about delivery of the Call-Off Contract.	Always. Unless specified by the Supplier in their catalogue Service Offer that this Joint Schedule 7 does not apply.
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.	This is the form of guarantee required from a supplier who has had to rely on a guarantor to pass the selection criteria for financial and economic standing in the procurement. Such a form of guarantee can also be required by a buyer at Call-Off.	Optional	Always
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 contract notice.	This schedule implements PPN 09/12 'Taking Account of Bidders' Past Performance'. https://www.gov.uk/government/publications/procurement-policy-note-09-12-taking-account-of-bidders-past-performance	Optional	Optional
Joint Schedule 10 (Rectification Plan)	The process to follow if a supplier defaults a contract.	This is provided to support Clause 10.4 of the Core Terms and is only completed and used when necessary post award.	Always	Always
Joint Schedule 11 (Processing Data)	Details about the data processing the supplier is allowed to do.	This is a new schedule which addresses the processing of personal data by a supplier. The supplier's Data Protection Officer is identified in the Framework Award Form.	Always.	Always
Joint Schedule 12 (Supply Chain Visibility)	Details of Supplier obligations	This schedule implements PPN 01/18 'Supply Chain Visibility'. https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility	Optional	Optional

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Call-Off Schedule 1 (Transparency Reports)	The information about the contract that you, the buyer, needs from the supplier so that it can meet its public accountability and transparency requirements.	Here you set out the transparency reports specific to your requirement, in line with PPN 1/17 'Update to Transparency Principles' https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles	Always. Use when there is a transparency requirement that cannot be met from other reporting e.g. the MI data.	Always. Use when there is a transparency requirement that cannot be met from other reporting e.g. the MI data.
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.	Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry. It is essential to ensure the correct staff transfer and pension provisions are in place at the outset. This is a significant schedule around which there is considerable regulation. It consists of five parts - A to E, buyer guidance on when each part applies is provided at the beginning of the schedule.	Always. For when TUPE and or New Fair Deal pension could apply.	Always. For when TUPE and or New Fair Deal pension could apply.
Call-Off Schedule 3 (Continuous Improvement)	The requirement that the supplier always improves how it delivers the Call-Off Contract.	The schedule provides for continuous improvement of value through the life of the contract. It depends on the supplier's Continuous Improvement Plan and joint review of the value being delivered. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Call-Off Schedules 8, 9 and 16).	Optional. Use if the contract is long enough that the price or quality offered at the start of the contract could become outdated. e.g. Long contract term; new/emerging technology; aging technology; changes in business processes and/or working practices.	Optional ONLY when the additional Call-Off Schedule is included as an option set out in the Suppliers' Service Offer
Call-Off Schedule 4 (Call-Off Tender)	How the supplier proposes to meet the requirements of a Call-Off Contract.	This Schedule should be used where the Supplier provides a proposal which the Buyer wants the Supplier to be bound by because it may include elements that are either (i) additional to the Call Off Order Form requirements; or (ii) indicate specific methods of achieving the Call Off Order Form requirement. For example at further competition to capture detail in the tender that is not specified in the Call-Off Order Form. Or, at direct award, to capture detail in the supplier's service offer that is not specified in the Call-Off Order Form.	Optional. Use to capture tender detail additional to that in the Order Form.	Use to capture Service Offer detail after a direct award.
Call-Off Schedule 5 (Pricing Details)	Placeholder for pricing information additional to that contained in the Order Form.	This schedule is used by the buyer after further competition to capture the detail of prices which do not fit in the Order Form.	Optional. Use to capture pricing detail after a further competition.	Optional. Use to capture pricing detail after a direct award.
Call-Off Schedule 6 (ICT Services)	Additional terms for the delivery of ICT (Information and communications technology) Services.	This schedule adds provisions relating specifically to ICT Services. It sets out the contractual position with regard to IPR, Licences, Software and more.	Always for the delivery of any ICT Services.	Always for the delivery of any ICT Services.

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Call-Off Schedule 7 (Key Supplier Staff)	Restrictions on a supplier changing staff that are crucial to deliver the contract.	This schedule enables the buyer to identify key roles and the names of key staff who are to fill those roles during the contract.	Optional. Use if you believe the services can only be delivered in full with named staff.	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
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.	The schedule is used to set up the business continuity and disaster recovery regime, with a BCDR plan and testing. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Call-Off Schedules 3 and 9).	Always	Always
Call-Off Schedule 9 (Security)	What the supplier must do to ensure that buyer data and Deliverables are kept secure.	The schedule provides for two levels of security, both requiring an appropriate security management plan which supports the buyer's security policy. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Call-Off Schedules 3, 8 and 16).	Always	Always
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.	This schedule ensures that the Supplier is always prepared for contract exit, including appropriate registers and an exit plan. It provides for the Supplier assisting re-competition and termination of the contract.	Optional	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 11 (Installation Works)	What the supplier needs to do when installing items for the buyer.	The schedule includes extra provisions for deliverables needing installation, including an acceptance process.	Always	Always
Call-Off Schedule 12 (Clustering)	Enables multiple buyers to join together to procure Deliverables more efficiently.	This is a new schedule which enables named cluster members to contract collectively, with one buyer holding a single Call-Off Contract. It defines the rights of the buyer and the cluster members.	Optional Use if forming a cluster.	Always Will only apply if applicable to your 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.	Review the provisions of the schedule as appropriate for implementation and or testing.	Optional. Use if either: i) you need to monitor implementation progress ii) you want to define a testing process for the Deliverables	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 14 (Service Levels)	The standards of service required by the buyer and what happens when these are not met.	Used to manage service levels, service credits and or performance monitoring provisions. Add appropriate detail for service levels and service credits.	Always.	Always.

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Call-Off Schedule 15 (Call-Off Contract Management)	How the supplier and the buyer should work together on the Call-Off Contract.	Use if you need to collaborate with the supplier in monitoring and managing the Call-Off Contract. Add parties to the Contract Board, if appropriate, in the annex.	Optional.	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 16 (Benchmarking)	A process for comparing the value of the supplier against other providers in the market.	Use if you need to benchmark pricing to ensure good market value over the life of the Call-Off Contract. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Call-Off Schedules 3, 8 and 9).	Optional.	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 17 (MOD Terms)	Any additional terms required by MOD buyers.	Use this Schedule if you are an MOD (Ministry of Defence or Defence Infrastructure) buyer and require the additional terms within this schedule to be applied to your Call-Off Contract. You will need to complete Annex 1 as appropriate.	Optional. For use by Ministry of Defence or the Defence Infrastructure Organisation.	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 18 (Background Checks)	Where supplier staff must be vetted before working on contract.	Use this Schedule where Supplier Staff must be vetted before working on Contract. You will need to complete Annex 1 as appropriate.	Optional. Use if you need to vet supplier staff before working.	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 19 (Scottish Law)	Switches the interpretation of the contract from the laws of England and Wales to Scottish Law.	Use this Call-Off Schedule 21 to adapt the Core Terms and Schedules so that the Call-Off Contract is under Scottish Law.	Optional. For use by buyers in Scotland.	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 20 (Call-Off Specification)	Further details about what has been ordered under a Call-Off Contract.	Use this schedule to provide further detail of the Deliverables and specification that cannot be simply held in the Order Form. You should indicate on the Order Form under "Call-Off Incorporated Terms" and "Call-Off Deliverables" if you are using this schedule.	Optional.	Optional. You must not include any Deliverables that are not included within the Suppliers' Service Offer in the Catalogue.

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Call-Off Schedule 21 (Northern Ireland Law)	Switches the interpretation of the contract from the laws of England and Wales to Northern Ireland Law.	Use this Call-Off Schedule 21 to adapt the Core Terms and Schedules so that the Call-Off Contract is under Northern Ireland Law.	Optional. For use by buyers in Northern Ireland.	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.
Call-Off Schedule 22 (Supplier-Furnished Terms)	Terms for licensing of required software.	<p>PART 1A: Non-COTS Third Party Software Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.</p> <p>PART 1B: COTS Software Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2.</p>	Optional	For selection by the Buyer ONLY where the additional Call-Off Schedule is included by the Supplier as an option set out in the Suppliers' Service Offer in the Catalogue.