

How to use Contractual Documentation

RM6096

Customer guidance



Crown
Commercial Services

1. Using the contractual documentation for RM6096

This folder contains copies of all the contractual documents for the RM6096 Vehicle Lease, Fleet Management and Flexible rental solutions Framework

The table below explains what all of these documents are

Type of contract document	What it is
Core Terms	<p>The core terms are CCS's standard commercial terms. They govern the supplier's relationship with CCS and every buyer who has a call-off contract.</p> <p>The core terms form part of the framework and call-off contracts and must be used for every contract. They cannot be changed.</p>
Framework Schedules	<p>The Framework Schedules relate to how CCS manages framework suppliers and set out the supplier's contractual obligations under the framework.</p>
Joint Schedules	<p>These schedules are used for both framework and call-off contracts.</p> <p>Customers can choose which schedules to include and whether to refine or supplement these schedules when they form a call-off contract.</p> <p>CCS recommends seeking internal commercial and legal advice before deciding which schedules should be used.</p>
Call-Off Schedules	<p>Buyers can choose which call off schedules to include and whether to refine or supplement these schedules when they are used in a call-off contract.</p> <p>CCS recommends seeking internal commercial and legal advice before deciding which schedules should be used.</p>
Specification (Framework schedule 1)	<p>The specification sets out the scope of what the suppliers have agreed provide for each of the framework lots.</p>

Type of contract document	What it is
Order Form - Short version Vehicle Order Form Call off schedule 23 for lots 1&2 Call off schedule 24 for lot 4	For customers to use for relatively straightforward vehicle contract requirements and when no amendments to any of the terms and conditions are required e.g. when leasing a standard vehicle or renting a vehicle. Unsuitable for fleet management services contracts.
Order Form - Full version Framework Schedule 6	For customers to use for more complex requirements for example when additional services are required this could include fleet management services or appointing a sole supply lease provider or a sole supply flexible rental supplier
Call Off Schedule 22 – Lease Terms	Default terms applied between the customer and supplier for the lease of a vehicle. Reflective of the best practice across the industry for contract hire.

Depending upon requirements customers can choose to use the short order form or the full version order form the table above provides an explanation of these.

The **short order forms** are a simple two page document and customers using these are by default covered by all the terms and conditions of the agreement.

The full version of the order form is called **Framework Schedule 6 - Order Form Template and Call-Off Schedules v1.0**

This 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 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).

The table below on page 4 describes the purpose of each of these schedules.

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

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; this will only apply to lot 4.

For Further Competitions, pricing should be the awarded supplier's rates tendered to you as part of their bid.

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.

The table below explains all of the schedules available

Schedule	What it is
Framework Schedule 1 (Specification)	The Deliverables CCS needs the Suppliers to provide to Buyers.
Framework Schedule 3 (Framework Prices)	The price the Supplier can charge for Deliverables under 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.
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 supplier 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.

Schedule	What it is
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)	NOT USED
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)	This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.
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.

Schedule	What it is
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 Lease Terms)	Specific Vehicle Lease Terms

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:
crowncommercial.gov.uk

Twitter:
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