

How to use RM6169 Contractual Documentation

Overview

Order Form

The Order Form is your contract with your Supplier.

The exact title of the Order Form is 'Framework Schedule 6 (Order Form Template and Call-Off Schedules)' and is available under 'Documents' on the RM6169 webpage.

The Order Form, when completed and signed by the Supplier and you, forms a Call-Off Contract.

NOTE: A Call-Off Contract can be completed and signed using an equivalent document or electronic purchase order system.

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

The Order Form 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 which are also available on the RM6169 webpage.

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 & 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:

- Framework Schedules
- Joint Schedules
- Call-Off Schedules

The tables below describe the purpose of each Schedules.

NOTE: Not all Schedules are used in every Framework Contract or Call-Off Contract. They are listed in the tables below for information only. If it states "Not used" in the table then these Schedules cannot be included in your Call-Off 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 by yellow highlighting.

Once you are satisfied with your Order Form, send it to the awarded Supplier for completion of their details and signature. The Supplier is not allowed to negotiate the terms and has agreed framework maximum rates, as detailed on their rate cards.

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 (e.g. by email when you send the Order Form). These Schedules do not have to be copied onto the end of your Order Form.

Framework Schedules	
Framework Schedule 1 (Specification)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED The deliverables CCS needs the Supplier to provide to customers
Framework Schedule 2 (Framework Tender)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED How the Supplier proposes to meet the specification requirements.
Framework Schedule 3 (Framework Prices)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Rates the Supplier can charge for services under the Framework Contract.
Framework Schedule 4 (Framework Management)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Describes how CCS and Supplier will manage the Framework Contract.
Framework Schedule 5 (Management Charges & Information)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Describes the MI process and charges between CCS and the Suppliers at framework contract level.
Framework Schedule 6 (Order Forms and Call-Off Schedules)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED 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)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Process a customer must follow to award a Call-Off Contract. Award Criteria: Quality 70% / Price 30% up to Quality 30% / Price 70% Needs to be clearly stated in Further Competition documentation.
Framework Schedule 8 (Self Audit Certificate)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED CCS requires Suppliers to provide a Self Audit Certificate following an annual self audit to verify their accounts.
Framework Schedule 9 (Cyber Essentials Scheme)	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Obligations on the Supplier to maintain cyber security accreditation.

Joint Schedules		
Joint Schedule 1 (Definitions)	Mandatory	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED What the Legal Definitions in the documents mean and how to interpret the Contract.
Joint Schedule 2 (Variation Form)	Mandatory	CUSTOMER INPUT MAY BE REQUIRED Enables customers to make changes to existing Call-Off Contract if required. Only needs to be completed post-award if there are contract changes.
Joint Schedule 3 (Insurance Requirements)	Mandatory	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED The insurances a Supplier needs in case it breaches a contract or is negligent. Any additional insurances required must be detailed in the Special Terms of the Order Form.
Joint Schedule 4 (Commercially Sensitive Information)	Mandatory	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Identifies Supplier Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs. Any additional Commercially Sensitive Information must be detailed in the Special Terms of the Order Form.
Joint Schedule 5 (Corporate Social Responsibility)	Mandatory	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Agreement that the Supplier behaves as a good corporate citizen.
Joint Schedule 6 (Key Subcontractors)	Optional	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED The process the Supplier has to follow if using Subcontractors. Key Subcontractors must be detailed in the Special Terms of the Order Form.
Joint Schedule 7 (Financial Difficulties)	Optional	CUSTOMER INPUT MAY BE REQUIRED What Suppliers must do if they are in financial difficulties. 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 9 (Minimum Standards of Reliability)	Not used	Not used
Joint Schedule 10 (Rectification Plan)	Mandatory	CUSTOMER INPUT MAY BE REQUIRED The process to follow if the Supplier defaults on your contract. If default occurs complete Joint Schedule 10 (Rectification Plan)
Joint Schedule 11 (Processing Data)	Mandatory	CUSTOMER INPUT MAY BE REQUIRED 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
Joint Schedule 12 (Supply Chain Visibility)	Not used	Not used

Call-Off Schedules		
Call-Off Schedule 1 (Transparency Reports)	Optional	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)	Optional	CUSTOMER INPUT MAY BE REQUIRED How CCS, the customer or Supplier protects employees' rights when the organisation or service they work for transfers to a new employer. Complete all relevant highlighted sections.
Call-Off Schedule 3 (Continuous Improvement)	Optional	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Requires the Supplier to always improve how it delivers the Call-Off Contract.
Call-Off Schedule 4 (Call-Off Tender)	Optional	CUSTOMER INPUT REQUIRED Inset Supplier's Call-Off Tender response.
Call-Off Schedule 5 (Pricing Details)	Optional	CUSTOMER INPUT MAY BE REQUIRED Pricing information additional to that contained in the Order Form if required.
Call-Off Schedule 6 (ICT Services)	Not used	Not used
Call-Off Schedule 7 (Key Supplier Staff)	Optional	CUSTOMER INPUT MAY BE REQUIRED Identifies key roles and names of Supplier personnel who are crucial to deliver the Call-Off Contract. Use if you believe the services can only be delivered in full with named staff. Complete Annex 1 Key Roles if required
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)	Optional	CUSTOMER INPUT MAY BE REQUIRED What the Supplier must do to ensure that customer data and deliverables are kept secure. Complete all relevant highlighted sections.
Call-Off Schedule 10 (Exit Management)	Optional	CUSTOMER INPUT MAY BE REQUIRED What the Supplier needs to do at the end of a Call-Off Contract to help the customer continue to deliver public services. Complete all relevant highlighted sections.
Call-Off Schedule 11 (Installation Works)	Not used	Not used
Call-Off Schedule 12 (Clustering)	Not used	Not used
Call-Off Schedule 13 (Implementation Plan & Testing)	Not used	Not used
Call-Off Schedule 14 (Service Levels)	Not used	Not used

Call-Off Schedule 15 (Call-Off Contract Management)	Optional	CUSTOMER INPUT MAY BE REQUIRED How Supplier and customer 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. Complete Annex Contract Boards if necessary
Call-Off Schedule 16 (Benchmarking)	Optional	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED 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 contract.
Call-Off Schedule 17 (MOD Terms)	Optional	FOR MOD CUSTOMERS ONLY INPUT REQUIRED Any additional terms required by the MOD. Complete ANNEX 1 - DEFCONS & DEFFORMS as required.
Call-Off Schedule 18 (Background Checks)	Not used	Not used
Call-Off Schedule 19 (Scottish Law)	Optional	CUSTOMER INPUT REQUIRED Switches the interpretation of the Call-Off Contract to Scottish law. Complete all relevant highlighted sections.
Call-Off Schedule 20 (Call-Off Specification)	Optional	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	FOR INFORMATION ONLY, NO CUSTOMER INPUT REQUIRED Switches the interpretation of the Call-Off Contract to Northern Ireland law.