

CALL-OFF CONTRACT

Registration and Contract Formation

1. The Contract

- 1.1 This Call-Off Contract ("**Contract**") is entered into electronically or in hard copy by the Supplier and the Buyer (under the Framework Contract and in accordance with Schedule 7 (Ordering Procedure)), when the Buyer successfully completes the online Buyer Registration Process on Tail Spend Solution. Upon its completion the Supplier shall send the Buyer a notice acknowledging that the Contract has now been entered into and the Buyer may now place Orders via Tail Spend Solution.
- 1.2 The Supplier and the Buyer agree that upon Supplier acceptance of each Order (in accordance with Schedule 7 (Ordering Procedure)), that Order shall be incorporated into their Contract and be legally enforceable and binding upon them.
- 1.3 Tail Spend Solution is a digital purchasing system which the Buyer and Supplier will use, instead of ink signatures on a hard-copy of each Order, to make each Order legally binding and enforceable within the Buyer and Supplier's Contract.
- 1.4 When the Buyer and Supplier enters into:
 - 1.4.1 the Contract, the documents incorporated and the order of precedence set out in Paragraph 2 below shall be incorporated into that Contract; and
 - 1.4.2 each Order, the documents and the order of precedence set out in Paragraph 2 below shall be incorporated into each Order, as part of their Contract,

within Tail Spend Solution and Management Information accessible to CCS and each Buyer within Tail Spend Solution shall record this fact. It is the Supplier's responsibility to ensure that the Buyer Registration Process results in the creation of a legally binding Contract which is enforceable in Law and that the submission and acceptance of each Order shall result in its automatic incorporation into the applicable Contract.
- 1.5 The following minimum information shall be contained in both the Buyer Registration Process for the creation of the Contract and each Order submitted via Tail Spend Solution (which has been accepted by the Supplier via Tail Spend Solution).

1.5.1 Call-Off Contract

CALL-OFF CONTRACT REFERENCE:	C144748
BUYER:	The Secretary of State for Health and Social Care acting as part of the Crown
BUYER ADDRESS:	39 Victoria Street Westminster London SW1H 0EU
SUPPLIER:	OT GROUP LIMITED
SUPPLIER ADDRESS:	Unit 1 Alexandria Court, Alexandria Drive, Ashton-Under-Lyne, England, OL7 0QN
REGISTRATION NUMBER:	05607779
DUNS NUMBER:	348077673

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

SID4GOV ID:	N/A
Buyer authorised representative:	Redacted in line with Section 40 of The FOIA
Date of Buyer Registration Process:	17/03/2023
Supplier authorised representative:	Redacted in line with Section 40 of The FOIA
Date Contract is accepted:	20 th March 2023

START DATE:	21/03/2023
EXPIRY DATE:	31/03/2024
CONTRACT PERIOD:	1 Year 10 Days
ESTIMATED CONTRACT VALUE:	The current available maximum contract value is £100,000.00 Redacted in line with Section 40 of The FOIA
OPTIONAL EXTENSION PERIOD:	1 year to 31/03/2025
PAYMENT METHOD(S):	Invoice
SUPPLIER'S ACCOUNT DETAILS	Redacted in line with Section 40 of The FOIA
CONTRACT AMENDMENTS (Further Competition Procedure):	N/A

Buyer Contract Manager:	For general enquiries: Redacted in line with Section 40 of The FOIA
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RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

	Redacted in line with Section 40 of The FOIA
Supplier Contract Manager:	
Notices address for Buyer:	Redacted in line with Section 40 of The FOIA
Notices address for Supplier:	
Implementation of Buyer ERP Payment System required:	No
Commercially Sensitive Information:	Insert BUYER's: All information relating to Estimated Contract Value [Insert SUPPLIER's: Pricing

1.5.2 Order

Buyer Department / Section:	No input required
Authorised User:	No input required
Date and time:	No input required
Vendor:	No input required
Catalogue Items Ordered: (a) With Options (b) Without Options	No input required
Non Catalogue Items Ordered: (a) customisation of Catalogue Items (with or without Options)	No input required
(b) Goods that fall broadly within a Category of Deliverables	No input required
Any dependencies:	No input required
Standards required to be met:	No input required
Services Ordered:	No input required
Options / RFQ:	No input required
Delivery type:	No input required
Delivery date (or phases):	No input required
Site for Delivery:	No input required
Buyer Personnel (for receipt of Delivery):	No input required
Additional Insurances:	No input required
Charges:	No input required
Supplier Review Meetings, if required	No input required
Supplier Acceptance of Order: (a) Accepted by: (b) Date of acceptance: (c) Supplier Order Number:	No input required
Supplier rejection of Order: (a) Rejected by: (b) Date of rejection: (c) Reasons for rejection: (d) Who authorised rejection:	No input required

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

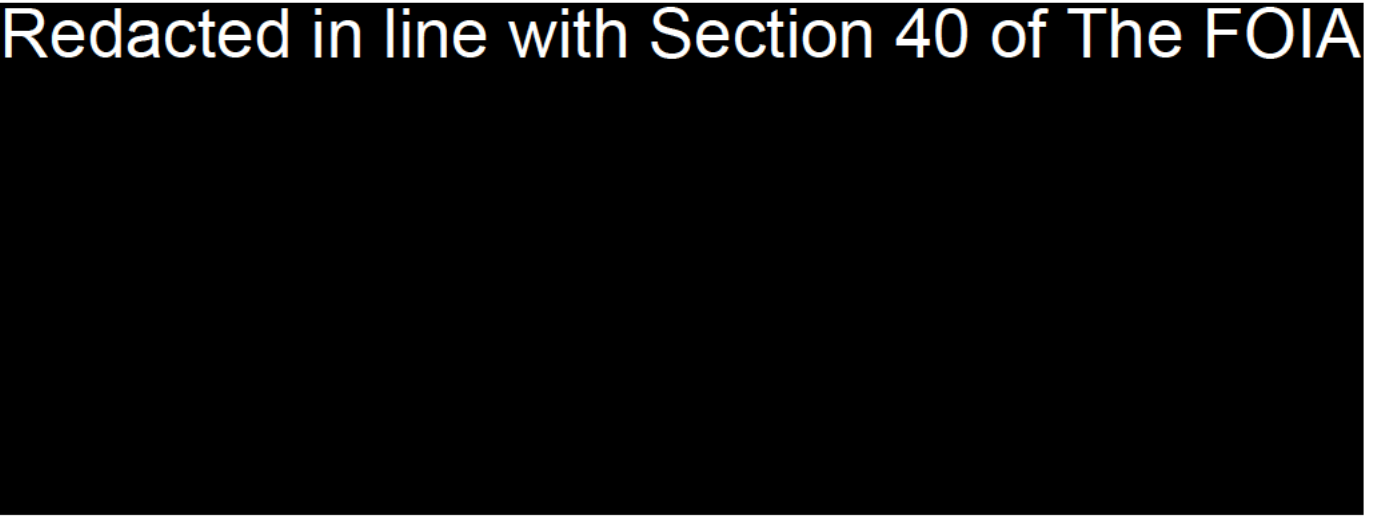
2. Order of Precedence

- 2.1 The following documents, which are part of the Framework Contract, are incorporated to the extent they relate to and are applicable to the Contract and the Buyer, into each Contract and each Order under the Contract and, if the documents conflict, the following order of precedence applies:
- (1). each Order accepted by the Supplier in accordance with Schedule 7 (Ordering Procedure);
 - (2). the provisions of Paragraph 1 (Registration and Contract Formation) above and this Paragraph 2 (Order of Precedence);
 - (3). Schedule 1 (Key Provisions);
 - (4). Schedule 4 (Definitions and Interpretation);
 - (5). Schedule 3 (Information and Data Provisions);
 - (6). the following schedules in equal order of precedence:
 - (a) Schedule 5 (Specification);
 - (b) Schedule 6 (Charges Schedule);
 - (c) Schedule 15 (Implementation, Testing and Framework Services);
 - (d) Schedule 8 (Variation Form);
 - (e) Schedule 7 (Ordering Procedure);
 - (f) Schedule 9 (Management Charges and Information);
 - (g) Schedule 10 (Financial Difficulties);
 - (h) Schedule 12 (Guarantee);
 - (i) Schedule 16 (Registration and Management of Subcontractors);
 - (j) Schedule 18 (Exit Plan);
 - (7). Schedule 2 (General Terms and Conditions);
 - (8). the order in which all subsequent Schedules, if any, appear;
 - (9). Schedule 5 (Specification) as long as any part of the Supplier's Tender Response that offers a better commercial position to the Buyer (as decided by CCS) takes precedence over the documents above;
 - (10). any other documents forming part of the Contract in date order in which such document was created with more recent documents taking precedence over older documents to the extent only of any conflict; and
 - (11). any other documentation referred to or incorporated into the Tail Spend Solution by the Supplier (including its Vendors) in date order in which such documentation was uploaded into the Tail Spend Solution with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 2.2 In accordance with Clause 1.2 of Framework Schedule 2, the Supplier agrees that it will not, in its dealings with a Buyer, seek to impose or rely on any other contractual terms which in any way vary or contradict the Contract. Therefore, any Subcontractor terms and conditions will only supplement the Contract.

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

This signature box (or a digital equivalent) shall be inserted into Tail Spend Solution in such a manner that the completion of the necessary information: (1) as part of the Buyer Registration Process, shall be deemed, upon completion, to amount to the execution the Contract by both Parties, and (2) the acceptance by the Supplier of each Buyer Order submitted, under their Contract, shall be deemed to be legally binding and enforceable in Law:

Redacted in line with Section 40 of The FOIA



Annex A – Clustering Schedule

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **“Cluster Members”** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified in Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
- 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
- 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
- 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.
- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

- 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
- 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
- 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
- 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
- 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
- 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms