

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

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:	CCOG23A02
BUYER:	Crown Commercial Service
BUYER ADDRESS:	REDACTED TEXT under FOIA Section 40, Personal Information.
SUPPLIER:	OT Group Limited
SUPPLIER ADDRESS:	REDACTED TEXT under FOIA Section 40, Personal Information.
REGISTRATION NUMBER:	05607779
DUNS NUMBER:	348077673

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

Buyer authorised representative:	REDACTED TEXT under FOIA Section 40, Personal Information.
Date of Buyer Registration Process:	Wednesday 4th October 2023
Supplier authorised representative:	REDACTED TEXT under FOIA Section 40, Personal Information.
Date Contract is accepted:	10 th October 2023

START DATE:	6th September 2023
EXPIRY DATE:	5th September 2024
CONTRACT PERIOD:	12 months
OPTIONAL EXTENSION PERIOD:	12 months
PAYMENT METHOD(S):	Invoicing will be on an ad hoc basis as orders are placed via cXML and will be paid on receipt following a PO match. If cXML is unavailable for any reason, electronic invoices should be submitted to the following email address for request for payment: supplierinvoices@crownccommercial.gov.uk . Invoices will not be paid without the inclusion of a valid Purchase Order number and contract reference number.
SUPPLIER's ACCOUNT DETAILS	REDACTED TEXT under FOIA Section 40, Personal Information.
CONTRACT AMENDMENTS (Further Competition Procedure):	N/A

Buyer Contract Manager:	REDACTED TEXT under FOIA Section 40, Personal Information.
Supplier Contract Manager:	REDACTED TEXT under FOIA Section 40, Personal Information.
Notices address for Buyer:	REDACTED TEXT under FOIA Section 40, Personal Information.
Notices address for Supplier:	REDACTED TEXT under FOIA Section 40, Personal Information.
Implementation of Buyer ERP Payment System required:	N/A
Commercially Sensitive Information:	Buyers - N/A Supplier - N/A

1.5.2 Order

Buyer Department / Section:	N/A
Authorised User:	N/A
Date and time:	N/A
Vendor:	N/A
Catalogue Items Ordered:	N/A
(a) with Options	
(b) without Options	N/A

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

Non Catalogue Items Ordered: (a) customisation of Catalogue Items (with or without Options)	N/A
(b) Goods that fall broadly within a Category of Deliverables	N/A
Any dependencies:	N/A
Standards required to be met:	N/A
Services Ordered:	N/A
Options / RFQ	N/A
Delivery type:	N/A

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

Delivery Date (or phases):	N/A
Site for Delivery:	N/A
Buyer Personnel (for receipt of Delivery):	N/A
Additional Insurances:	N/A
Charges:	N/A
Supplier Review Meetings, if required:	OT Group shall produce self-serve reports detailing the percentage of transactions (against total transactions) and the value (in GBP (£)) of transactions delivering Social Value elements by Deliverable category and in monthly and yearly total transactions. The format for reporting requirements shall include both presentation of the raw data and summary dashboard reports. Reporting shall be shared at the monthly contract management meeting with CCS to review data as detailed in this section.

Supplier Acceptance of Order:	
(a) Accepted by:	N/A
(b) Date of acceptance:	N/A
(c) Supplier Order Number:	N/A
Supplier rejection of Order:	
(a) Rejected by:	N/A
(b) Date of rejection:	N/A
(c) Reasons for rejection:	N/A
(d) Who authorised rejection:	N/A

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);

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

- (c) Schedule 15 (Implementation, Testing and Framework Services);
 - (d) Schedule 7 (Ordering Procedure);
 - (e) Schedule 9 (Management Charges and Information);
 - (f) Schedule 10 (Financial Difficulties);
 - (g) Schedule 12 (Guarantee);
 - (h) Schedule 16 (Registration and Management of Subcontractors);
 - (i) Schedule 18 (Exit Plan);
- (7). Schedule 2 (General Terms and Conditions);

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

- (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.

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:

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	REDACTED TEXT under FOIA Section 40, Personal Information.	Name:	REDACTED TEXT under FOIA Section 40, Personal Information.
Role:	REDACTED TEXT under FOIA Section 40, Personal Information.	Role:	REDACTED TEXT under FOIA Section 40, Personal Information.
Date:	10/10/23	Date:	18/10/23