

## RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

[Guidance: Areas highlighted in blue will only be able to be completed once the successful bidder has been chosen and the details of such bidder and its solution are known to CCS].

### 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. The Order form is subject to Schedule 6 (Charges Schedule) and Schedule 5 (Specification) documents called off from the CCS Framework RM6202 (contract reference CCF122A04) dated 1<sup>st</sup> April 2024. The Buyer intends to use this Solution for ad-hoc purchases up to £800,000 in value and may restrict various spend categories and Users within the Authority as it sees fit. The Buyer is not obligated to purchase solely through this Solution.
  - 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).

Note: As part of the Call-Off Contract the Buyer should complete section 1.5.1. Section 1.5.2 is supplied below for reference purposes only, highlighting information captured via Tail Spend Solution as part of each Order – this does not require completion as part of the Call-Off Contract:

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### 1.5.1 Call-Off Contract

CALL-OFF CONTRACT REFERENCE:	Tail Spend Solution – (Mercateo UK Limited) C22926
BUYER:	Defra NOTE: If you are the lead buyer representing a number of organisations (or a Cluster) then please refer to 'Annex A – Clustering Schedule' and ensure this is completed as part of your Call-Off Contract
BUYER ADDRESS:	Department of Environment, Food and Rural Affairs Area 4A, Nobel House 17 Smith Square London SW1P 3JR
SUPPLIER:	MERCATEO UK LIMITED
SUPPLIER ADDRESS:	16, GREAT QUEEN STREET, COVENT GARDEN, LONDON WC2B 5AH
REGISTRATION NUMBER:	34-807-7673
DUNS NUMBER:	05607779
SID4GOV ID:	[Insert if known]
Buyer authorised representative:	
Date of Buyer Registration Process:	01 December 2023
Supplier authorised representative:	
Date Contract is accepted:	28 November 2023

START DATE:	1 <sup>st</sup> April 2024
EXPIRY DATE:	31 <sup>st</sup> March 2027
CONTRACT PERIOD:	This Call-Off Contract Starts on 1st April 2024 and is valid for 36 months, with the option to extend for a further 12 months.
ESTIMATED CONTRACT VALUE:	
OPTIONAL EXTENSION PERIOD:	12 months
PAYMENT METHOD(S):	All invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to  Defra  Alternatively, by post to: SSCL – Defra Def Sort Ref 790 Newport NP10 8FZ

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MMO  
[REDACTED]

Alternatively, by post to:  
SSCL – Marine Management Organisation  
MMO Sort Ref 792  
Newport  
NP10 8FZ

RPA  
[REDACTED]

Alternatively, you may post them to:  
Shared Services Connected Ltd  
RPA Sort Ref 800  
Phoenix House  
Newport  
NP10 8FZ

APHA  
[REDACTED]

Alternatively, you may post them to:  
SCL – Animal and Plant Health Agency  
APH Sort 791  
Newport NP10 8FZ

Natural England  
[REDACTED]

Alternatively, you may post them to:  
SSCL Natural England  
NEG Sort Ref 793  
Newport  
NP10 8FZ

Environment Agency (EA)  
[REDACTED]

Alternatively, you may post them to:  
SSCL Environment Agency  
EA Sort Reference 797  
Newport  
NP10 8FZ

Forestry Commission  
[REDACTED]

Alternatively, you may post them to:  
620 Bristol Business Park  
Coldharbour Lane  
Bristol  
BS16 1EJ  
United Kingdom  
Telephone [REDACTED]

Agriculture and Horticulture Development Board  
[REDACTED]

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	Middlemarch Business Park Siskin Parkway East Coventry CV3 4PE Telephone: [REDACTED] Email:
SUPPLIER's ACCOUNT DETAILS	Mercateo UK Limited Account Number: [REDACTED] Sort Code: [REDACTED]
CONTRACT AMENDMENTS (Further Competition Procedure):	N/A

Buyer Contract Manager:	[REDACTED] Tail Spend Strategy Lead Department for Environment, Food and Rural Affairs Ground Floor Seacole Building 2 Marsham Street, London SW1P 4DF Mobile: [REDACTED] Email: [REDACTED]
Supplier Contract Manager:	[REDACTED], Strategic Account Manager,
Notices address for Buyer:	Accounts Payable Accounting@mercateo.co.uk
Notices address for Supplier:	Mercateo UK Limited 16 Great Queen Street Covent Garden London WC2B 5AH
Implementation of Buyer ERP Payment System required:	[Yes / No]
Commercially Sensitive Information:	N/A

*[Insert additional details from Supplier solution about electronic execution of Contract.]*

### 1.5.2 Order

Buyer Department / Section:	No input required x
Authorised User:	No input required in reference only does not need completing
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

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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

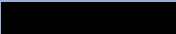
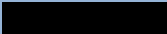
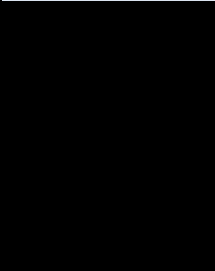
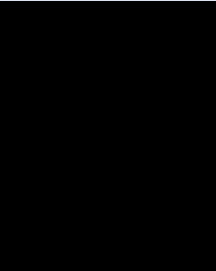
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### 2. Order of Precedence

- 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 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);
  - (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.

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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:	
<b>Name:</b>		<b>Name:</b>	
<b>Role:</b>	Country Manager	<b>Role:</b>	Commercial Manager
<b>Supplier Signatory</b>		<b>Buyer Signatory</b>	
			

## 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;



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- 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 ONLY required not under Defra ALB will be of benefit 3<sup>rd</sup> parties best to list them all otherwise need a new contract in place**

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
DEFRA	Tail Spend Solution	Full duration of the contract	n/a
Marine Management Organisation	Tail Spend Solution	Full duration of the contract	n/a
Rural Payments Agency	Tail Spend Solution	Full duration of the contract	n/a
Animal and Plant Health Agency	Tail Spend Solution	Full duration of the contract	n/a
Natural England	Tail Spend Solution	Full duration of the contract	n/a
Environment Agency	Tail Spend Solution	Full Duration of the contract	n/a

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Forestry Commission	Tail Spend Solution	Full duration of the contract	n/a
Agriculture & Horticulture Development Board	Tail Spend Solution	Full duration of the contract	n/a

## Annex B

### 4.0 Extension Period

This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 30 days written notice before its expiry.

Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at Annex C.

If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:

<https://www.gov.uk/service-manual/agile-delivery/spend-contr-ols-check-if-you-need-approval-to-spend-money-on-a-service>

## Annex C

### 5.0 Exit Plan

5.1 The Supplier must provide an exit plan in its Application which ensures continuity of service, and the Supplier will follow it.

5.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

5.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30-month anniversary of the Start date.

5.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

5.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

5.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

5.7 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer.

5.8 there will be no adverse impact on service continuity.

5.9 there is no vendor lock-in to the Supplier's Service at exit.

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- 5.10 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 5.11 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 5.12 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 5.13 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier.
- 5.14 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer.
- 5.15 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- 5.16 the testing and assurance strategy for exported Buyer Data
- 5.17 if relevant, TUPE-related activity to comply with the TUPE regulations.