

RM 6202 TAIL SPEND SOLUTION - 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:	Atamis reference C327004
BUYER:	Department of Health & Social Care
BUYER ADDRESS:	39 Victoria Street, London, SW1H 0EU
SUPPLIER:	Mercateo UK Ltd
SUPPLIER ADDRESS:	16 Great Queen Street, Covent Garden, London, WC2B 5AH
REGISTRATION NUMBER:	08627563
DUNS NUMBER:	219551424
SID4GOV ID:	N/A
Buyer authorised representative:	
Date of Buyer Registration Process:	December 2024

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Supplier authorised representative:	
Date Contract is accepted:	23/12/2024

START DATE:	6th January 2025
EXPIRY DATE:	5th January 2027
CONTRACT PERIOD:	24 months
ESTIMATED CONTRACT VALUE:	£386,380.80 (excluding VAT)
OPTIONAL EXTENSION PERIOD:	12 months
PAYMENT METHOD(S):	BACS
SUPPLIER's ACCOUNT DETAILS	Mercateo UK Limited Account Number: 19947600 Sort Code: 23-10-48 IBAN: GB96DEUT40508119947600 SWIFT/BIC: DEUTGB2LXXX
CONTRACT AMENDMENTS (Further Competition Procedure):	N/A

Buyer Contract Manager:	<div></div> Department of Health and Social Care Quarry House Leeds LS2 7UE T: 0113 254 5467
Supplier Contract Manager:	<div></div> <div></div>
Notices address for Buyer:	39 Victoria Street, London, SW1H 0EU
Notices address for Supplier:	16 Great Queen Street, London WC2B 5AH
Implementation of Buyer ERP Payment System required:	No
Commercially Sensitive Information:	Buyer – not applicable Supplier – not applicable

**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:	No input required
(a) With Options	
(b) Without Options	

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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

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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:	
Signature of supplier:		Signature of buyer:	
<div></div>		<div></div>	
Date Signed:	6th January 2025	Date Signed:	6th January 2025

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Annex A

Key Performance Indicators

No.	Category Name	Performance Criterion	Inade-quate	Requires Improve-ment	Approach-ing target	Good
1	Access to buying platform	<div></div> <div></div>	<div></div>	<div></div>	<div></div>	<div></div>
2	User ac- counts pro- vision	<div></div> <div></div>	<div></div>	<div></div>	<div></div>	<div></div>
3	Account manage- ment	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
4	Manage- ment Infor- mation (MI)	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

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5	Invoicing	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

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### **Annex B**

### **Call-off contract charges**

Individual suppliers will invoice the buyer with the invoice amount being based on the orders processed. Amounts will align with the price of individuals products as advertised on the purchasing system.

The contract value figure is forecast based on the buyer's historic tail spend trends.



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Annex C

GDPR Information

Processing Personal Data

- 1.1
- The contact details of the Buyer’s Data Protection Officer are: [REDACTED]
- 1.2
- The contact details of the Supplier’s Data Protection Officer are: [REDACTED]
- 1.3
- The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4
- Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<div>The Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</div> <div><div>▪</div>Names and email addresses for staff working within the Buyer organisation who access the Supplier purchasing system</div>
Duration of the Processing	<div>The supplier shall keep personal data for the duration of the contract (24 months) plus any agreed extensions. Once there are no remaining options for a contract extension, the supplier is to erase the personal data at the end of the final extension period.</div>
Nature and purposes of the Processing	<div>The purpose of the processing is the collection and recording of personal details in relation to accessing the supplier purchasing system.</div>
Type of Personal Data	<div><div>▪</div>Names</div> <div><div>▪</div>Email addresses</div>
Categories of Data Subject	<div>Buyer staff</div>

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Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	The supplier shall keep personal data for the duration of the contract (24 months) plus any agreed extensions. Once there are no remaining options for a contract extension, the supplier is to erase the personal data at the end of the final extension period.
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