

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. [Insert any additional details from the Supplier’s solution on deemed enforceability of Contracts and Orders entered into under Supplier solution processes within Tail Spend 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):

1.5.1 Call-Off Contract

CALL-OFF CONTRACT REFERENCE:	Buyer’s contract reference number, i.e. the unique integer reference number at the end of the opportunities’ URL on the Tail Spend Solution]	
BUYER:	Home Office	Buyer’s name]
BUYER ADDRESS:	Secretary Of State For the Home Department 2 Marsham Street Peel Building Sw1 4DP	business address]
SUPPLIER:	Mercateo UK Ltd	
SUPPLIER ADDRESS:	16 Great Queen Street, London	registered address

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

	WC2B 5AH	
REGISTRATION NUMBER:	8627563	registration number
DUNS NUMBER:	219551424	
SID4GOV ID;	N/A	

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

Buyer authorised representative:	██████████
Date of Buyer Registration Process:	03/05/2022
Supplier authorised representative:	██████████
Date Contract is accepted:	03/05/2022

START DATE:	23/05/2022
EXPIRY DATE:	22/05/2025
CONTRACT PERIOD:	3 years (36 months)
OPTIONAL EXTENSION PERIOD:	1 year (12 months)
PAYMENT METHOD(S):	30 Days on Invoice
SUPPLIER'S ACCOUNT DETAILS	
CONTRACT AMENDMENTS (Further Competition Procedure):	N/A

Buyer Contract Manager:	██████████
Supplier Contract Manager:	██████████ ██████████
Notices address for Buyer:	*
Notices address for Supplier:	16 Great Queen Street, London WC2B 5AH
Implementation of Buyer ERP Payment System required:	* Yes
Commercially Sensitive Information:	*

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

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
Non Catalogue Items Ordered:	N/A
(a) customisation of Catalogue Items (with or without Options)	
(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:	*

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

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

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);

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:		Name:	
Role:	M lr	Role:	
Date:		Date:	