

## 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: | C104919  |
| BUYER:                       | Department of Health and Social Care                                   |
| BUYER ADDRESS:               | 39 Victoria Street, Westminster, London, SW1H 0EU                      |
| SUPPLIER:                    | OT Group Limited   |
| SUPPLIER ADDRESS:            | Unit 1, Alexandria Court, Alexandria Drive, Ashton-Under-Lyne, OL7 0QN |
| REGISTRATION NUMBER:         | 05607779   |
| DUNS NUMBER:                 | 348077673  |

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|                                     |                 |
|-------------------------------------|-----------------|
| Buyer authorised representative:    |                 |
| Date of Buyer Registration Process: | 10 October 2022 |
| Supplier authorised representative: |                 |
| Date Contract is accepted:          | 10 October 2022 |

|  |   |
|--|---|
| START DATE:  | 10 October 2022   |
| EXPIRY DATE:   | 09 October 2024   |
| CONTRACT PERIOD:                                     | 2 years   |
| OPTIONAL EXTENSION PERIOD:                           | Two (2), twelve (12) month extension options (2+1+1), with a maximum expiry date of 09 October 2026   |
| PAYMENT METHOD(S):                                   | The Supplier shall issue consolidated electronic invoices monthly in arrears to the Buyer and the Supplier shall receive payment by Electronic Bank Transfer (BACS) |
| SUPPLIER's ACCOUNT DETAILS                           | As per the Buyer's Supplier Registration Form   |
| CONTRACT AMENDMENTS (Further Competition Procedure): | N/A   |

|  |  |
|--|--|
| Buyer Contract Manager:                              |  |
| Supplier Contract Manager:                           |  |
| Notices address for Buyer:                           | 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.   |
| Notices address for Supplier:                        | Unit 1, Alexandria Court, Alexandria Drive, Ashton-Under-Lyne, OL7 0QN   |
| Implementation of Buyer ERP Payment System required: | N/A  |
| Commercially Sensitive Information:                  | <p><b>Buyers</b> – N/A</p> <p><b>Supplier</b> – OT Group Limited would wish for the following parts of its tender submission to be treated as confidential pursuant to section 41 of the Freedom of Information Act 2000 and commercially sensitive pursuant to section 43 of the Freedom of Information Act 2000:</p> <ul style="list-style-type: none"> <li>- Product Specifications - Prejudicial to company interests if released as it would give an advantage to competitors.</li> <li>- Policies and Procedures - Prejudicial to company interests if released as it would give an advantage to competitors.</li> <li>- Pricing Schedules - Prejudicial to company interests if released as it would give an advantage to competitors.</li> </ul> |

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### 1.5.2 Order

|  |   |
|--|---|
| Buyer Department / Section:  | DHSC Health & Safety Unit   |
| Authorised User:   |   |
| Date and time:   | N/A   |
| Vendor:  | N/A   |
| Catalogue Items Ordered:<br>(a) with Options   | Catalogue items to be Ordered by the Buyer shall include but not be limited to the following product categories: <ul style="list-style-type: none"> <li>• Office Equipment &amp; Supplies</li> <li>• Furniture &amp; Interiors</li> <li>• I.T / Computer Accessories / Peripherals</li> </ul> |
| (b) without Options  | N/A   |
| Non Catalogue Items Ordered:<br>(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:  | Services to include installation and disposal of furniture items where available, as per each Buyer Order   |
| Options / RFQ  | Delivery Options to include installation and disposal of furniture items where available, as per each Buyer Order   |
| Delivery type:   | N/A   |

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|  |  |
|--|--|
| Delivery Date (or phases):                 | N/A  |
| Site for Delivery:                         | Various sites including DHSC employee home addresses                         |
| Buyer Personnel (for receipt of Delivery): | Various sites including DHSC employee home addresses                         |
| Additional Insurances:                     | N/A  |
| Charges:                                   | As per CCS RM6202 Lot 1 Tail End Solution                                    |
| Supplier Review Meetings, if required:     | On a quarterly basis from the Contract Start Date, as agreed by both parties |

|                               |     |
|-------------------------------|-----|
| 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);
    - (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);

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(7). Schedule 2 (General Terms and Conditions);

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- (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: |  |
|------------------------------------|--|---------------------------------|--|
| <b>Signature:</b>                  |  | <b>Signature:</b>               |  |
| <b>Name:</b>                       |  | <b>Name:</b>                    |  |
| <b>Role:</b>                       |  | <b>Role:</b>                    |  |
| <b>Date:</b>                       |  | <b>Date:</b>                    |  |