

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: CS20082

THE BUYER: Department for Business, Energy and Industrial Strategy (BEIS)

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: Edenred (UK Group) Ltd

SUPPLIER ADDRESS: 50 Vauxhall Bridge Road, London, SW1V 2RS

REGISTRATION NUMBER: 00540144

DUNS NUMBER: 210186342

SID4GOV ID: N/A

CUSTOMER HR/COMMERCIAL CONTACT

Name: REDACTED	Position: HR Pay and Reward
E-mail Address: REDACTED	
Postal Address: 1 Victoria Street	
Town/City: London	Post Code: SW1H 0ET

CUSTOMER ORDER CONTACT

Name: REDACTED	Position: HR Pay and Reward
E-mail Address: REDACTED	
Postal Address: 1 Victoria Street	
Town/City: London	Post Code: SW1H 0ET

CUSTOMER INVOICING CONTACT

Telephone: 01793 867004	E-mail Address: finance@uksbs.co.uk
Postal Address: Polaris House, North Star Avenue	
Town/City: Swindon	Post Code: SN2 1FL

CUSTOMER DATA PROCESSING SECURITY OFFICER

Telephone: 01793 867000	E-mail Address: dataprotection@beis.gov.uk
Postal Address: 1 Victoria Street	
Town/City: London	Post Code: SW1H 0ET

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CUSTOMER DELIVERY ADDRESS FOR ANY GOODS

Postal Address: 1 Victoria Street	
Town/City: London	Post Code: SW1H 0ET

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23/07/2020
It's issued under the Framework Contract with the reference number **RM6133** for the provision of Employee Benefits.

CALL-OFF LOT(S): Not applicable

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1(Definitions) RM6133*
3. The following Schedules in equal order of precedence:
 - *Joint Schedules for RM6133*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 5 (Corporate Social Responsibility)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 7 (Financial Difficulties)*
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 - *Joint Schedule 9 (Minimum Standards of Reliability)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Joint Schedule 12 (Supply Chain Visibility)*
 - *Call-Off Schedules for RM6133*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *Call-Off Schedule 3 (Continuous Improvement)*
 - *Call-Off Schedule 5 (Pricing Details)*
 - *Call-Off Schedule 6 (ICT Services)*
 - *Call-Off Schedule 7 (Key Supplier Staff)*
 - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Call-Off Schedule 9 (Security)*
 - *Call-Off Schedule 10 (Exit Management)*
 - *Call-Off Schedule 14 (Service Levels)*
 - *Call-Off Schedule 15 (Call-Off Contract Management)*
 - *Call-Off Schedule 16 (Benchmarking)*

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- *Call-Off Schedule 18 (Background Checks)*
- *Call-Off Schedule 20 (Call-Off Specification)*

4. CCS Core Terms

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

None

CALL-OFF START DATE: 01 August 2020

CALL-OFF EXPIRY DATE: 31 July 2022

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF EXTENSION OPTION: Option to extend on an annual basis for a further 2 years (1+1). The final end date of this contract shall not exceed 31/07/2024

CALL-OFF DELIVERABLES

Online Employee Benefits Platform. The Supplier shall provide an Online Employee Benefits Platform together with maintenance of the said platform to the Buyers to deliver the following benefits:

	Service	Description	Price	YES/NO
CCV	Childcare Voucher Scheme	The Supplier shall provide childcare vouchers covering all types of childcare provision.	£0	Yes
C2W	Cycle to Work Scheme	The Supplier shall provide an HMRC approved Cycle-to-Work Scheme that includes the provision of cycles and cycle safety equipment supplied through approved cycle outlets nationwide. The scheme shall adhere to the Department of Transport Cycle to Work policy.	£0	Yes
R&R	Reward and Recognition Scheme	The Supplier shall provide a Reward and Recognition Scheme covering a range of loyalty, Reward and Recognition awards. The awards shall be made through vouchers and gift cards covering a range of goods and services and shall include branded high street names as well as local offers as requested by the Buyer.	£0	Yes
Payroll	Payroll Giving Scheme	The Supplier shall provide a HMRC approved Payroll Giving Scheme to allow employees to give money to UK registered charities of their choice from their gross pay.	£0	Yes
ED	Employee Discounts Scheme	- The Supplier shall provide employee discounts on a range of goods and services. These shall appeal to the diverse employee base of the Buyers and shall include branded high street names as well as local offers.	£0	Yes
Gym	Discounted Gym	The Supplier shall provide a discounted gym memberships to cover gyms and leisure centres as well	£0	Yes

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	Membership Scheme	as exercise and fitness classes delivered through high street names, independents and local providers.		
Tech	Technology Smartphone Discount Scheme	The Supplier shall provide technology and smartphone discounts to employees including discounts on the latest technology from leading manufacturers. P	£0	Yes
Well Being	Financial Wellbeing Scheme	The Supplier shall provide an on-line financial education service and a range of products and services aimed at improving employees' financial well-being.	£0	Yes
Car	Green Car Scheme	The Supplier shall provide a Green Car Scheme that provides access to the Public Sector Discounts available from car manufacturers, and include car insurance, servicing, maintenance, repair and breakdown cover.	£0	Yes
Dental	Dental Insurance	The benefit gives employees access to a dental insurance policy, at corporate rates, to help make costly and essential dental treatment more affordable. The policy allows the employee to claim towards insured dental treatment from day one They are covered for pre-existing conditions, excluding mouth cancer, and they are covered for planned or pending treatment with their choice of NHS or private dentist. There are three levels of cover and partners or children can also be included.	£0	Yes
Health	Health Cash Plan	Affordable alternative to private medical insurance.	£0	Yes
Medical	Private Medical Insurance	Health Insurance with unlimited online GP service.	£0	Yes
Dining	Dining Card	Discount card accepted at many restaurants in the UK – some up to 50% off.	£0	Yes
Additional		N/A		

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.
£ REDACTED

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£ REDACTED**

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

The Contractor shall submit an invoice within 28 days of meeting any milestone set to the satisfaction of the Contracting Authority or otherwise within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority . The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice. The Contracting Authority actively encourage the use of E-Invoicing via Oracle iSupplier to transact invoices and ensure timely payment.

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To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867204 between 09:00-17:00 Monday to Friday.

BUYER'S INVOICE ADDRESS:

finance@uksbs.co.uk

Polaris House, North Star Avenue, Swindon, SN2 1FF

BUYER'S AUTHORISED REPRESENTATIVE

Core Service

professionalservices@uksbs.co.uk

Polaris House, North Star Avenue, Swindon, SN2 1FF

BUYER'S ENVIRONMENTAL POLICY

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/675134/beis-environmental-policy-2018.pdf

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/civil-nuclear-cyber-security-strategy>

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Account Manager

50 Vauxhall Bridge Road

London, SW1V 2RS

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

Contracts Manager

REDACTED

PROGRESS REPORT FREQUENCY

Weekly project calls/meetings to coordinate implementation of the services

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Senior Project Manager: **REDACTED**

Senior Data Security Officer: **REDACTED**

KEY SUBCONTRACTOR(S)

Cycle to Work	Cycle Solutions
Charity Giving	Charities Trust

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Car Benefit	Tusker
Discounted Gym Membership	Incorpore
Home Technology & Smartphone	Let's Connect
Dental Insurance	UNUM
Financial Wellbeing	Salary Finance & Smarterly
Health Cash Plan	Benenden
Private Medical Insurance	AXA PPP
Dining Card	Tastecard

COMMERCIALY SENSITIVE INFORMATION

Not applicable.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Director	Role:	Senior Pay Advisor- HR
Date:	28/07/2020	Date:	29.07.2020

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **REDACTED** tel: **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.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>This applies to any information provided by BEIS for the purposes of creating an account to the online system on behalf of a paid employee.</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>This applies to any information provided to BEIS by Edenred relating to salary deductions or any other requests to make amendments to an employees information.</p> <p>The Parties are Independent Controllers of Personal Data</p>

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	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <p>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</p> <p>This will apply to all information provided by an employee of BEIS to any sub-processor working on behalf of Edenred.</p>
Duration of the Processing	Duration of the contract plus 12 months.
Nature and purposes of the Processing	To operate an employee reward and benefit scheme on behalf of BEIS
Type of Personal Data	name, address, date of birth, NI number, telephone number, pay, images, biometric data, sums owed, payments made.
Categories of Data Subject	Paid employees of BEIS
Plan for return and destruction of the data once the Processing is complete	Following the duration of processing, destroy all in scope data.

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UNLESS requirement under Union or Member State law to preserve that type of data	
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