

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

Draft Order Form

CALL-OFF REFERENCE:	TRHR3294
THE BUYER:	The Department for Transport
BUYER ADDRESS	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
THE SUPPLIER:	Reward Gateway
SUPPLIER ADDRESS:	265 Tottenham Court Road London W1T 7RQ
REGISTRATION NUMBER:	05696250
DUNS NUMBER:	34-898-7574
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **Tuesday 4 June 2024**

It's issued under the Framework Contract with the reference number **RM6273** for the provision of **Employee Benefits and Services**.

CALL-OFF LOT(S):

Lot 1: Managed Service

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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. RM6273 Joint Schedule 1 (Definitions and Interpretation)
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6273 Employee Benefits and Services**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM6273 Employee Benefits and Services**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – Parts C and E only
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security) – Part B: Long Form Security Requirements
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)

CCS Core Terms (version 3.0.11)

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6273 Employee Benefits and Services**
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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.

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CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Should the Deliverables under the Call-Off Contract include any of the following Services:

- a) Financial Wellbeing;*
- b) Green Cars*
- c) Payroll Giving; or*
- d) Cycle to work,*

as these Services constitute regulated financial activities or have other regulatory requirements, the Buyer will be required to sign an agreement directly with the Supplier's Subcontractor, being the provider of those Services, in addition to the Call-Off Contract, in a form to be agreed between the Buyer and the Subcontractor.

CALL-OFF START DATE: **1st August 2024**

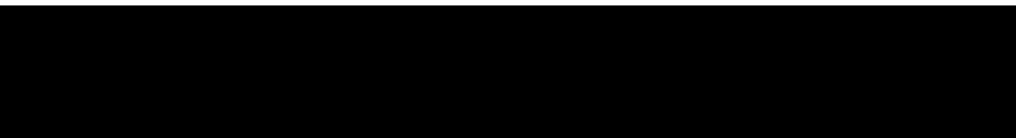
CALL-OFF EXPIRY DATE: **31st July 2026**, or as extended to 31st July 2027 or 31st July 2028

CALL-OFF INITIAL PERIOD: **Two (2) years**, with the option to extend by up to two further one (1) year intervals.

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LOT	Description	Sub-contractor	YES/NO
Lot 1 - Employee Benefit and Services Fully Managed Service	<input type="checkbox"/> Employee Discounts Comprehensive range of instant vouchers, online offers and integrated cashback with premium rates of discount		YES
	<input type="checkbox"/> Dental Insurance		NO
	<input type="checkbox"/> Childcare Vouchers		YES
	<input type="checkbox"/> Smartphone and Tech		YES
	<input type="checkbox"/> Payroll Giving [REDACTED] deliver an engaging payroll giving programme. They work alongside [REDACTED] as the preferred HMRC approved Agency.		YES
	<input type="checkbox"/> Health Cash Plan		NO
	<input type="checkbox"/> Cycle to Work		YES
	<input type="checkbox"/> My Gym Discounts		YES
	<input type="checkbox"/> My Health Discounts (non-Payroll)		NO
	<input type="checkbox"/> Financial Wellbeing		YES
	<input type="checkbox"/> HealthiFlex (Health Screening) Corporate discounts on health assessments, delivered through a network of suppliers located nationally. Additional services to complement the scheme include but are not limited to digital GP services, virtual physio, nutrition and lifestyle coaching, and counselling.		NO
	<input type="checkbox"/> Gym Flex		NO
	<input type="checkbox"/> 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.		NO
	<input type="checkbox"/> Recognition – Compliments Select		YES
	<input type="checkbox"/> Recognition – P2P (non financial)		YES
	<input type="checkbox"/> Recognition – P2P (financial)		NO

PRICING



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CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£800,000.00 (Eight hundred thousand pounds)**.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

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PAYMENT METHOD

You will be issued with a Purchase Order number for this contract and will need to quote this number on all invoices, which should be submitted directly to:

Via email:



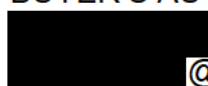
Or post:



BUYER'S INVOICE ADDRESS:



BUYER'S AUTHORISED REPRESENTATIVE

, Commercial Relationship Manager
@dft.gov.uk

BUYER'S ENVIRONMENTAL POLICY



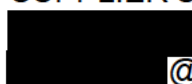
DfT Corporate
Environmental Polic

BUYER'S SECURITY POLICY

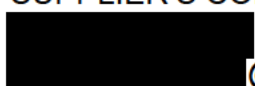


DfT cyber security
policy.docx

SUPPLIER'S AUTHORISED REPRESENTATIVE

, Account Manager
@edenred.com

SUPPLIER'S CONTRACT MANAGER

, **Lead Corporate Counsel**
@rewardgateway.com

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PROGRESS REPORT FREQUENCY
Monthly

PROGRESS MEETING FREQUENCY
Monthly

KEY STAFF

Account Manager: [REDACTED]
Project Manager (implementation Specialist and Annual Benefits Refresh): [REDACTED]
Communications Executive: [REDACTED]
Customer Success Manager: TBC
Board Director (Senior Escalation Point): [REDACTED]
Senior Data Security Officer: TBC

KEY SUBCONTRACTOR(S)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION
Call-Off Schedule 4 (Call-Off Tender)
Call-Off Schedule 5 (Pricing Details)

SERVICE CREDITS
N/A

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Sales Director	Role:	Commercial Manager
Date:	29/7/2024	Date:	29/7/2024