

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

Order Form

CALL-OFF REFERENCE: Project:24344
THE BUYER: **Department for Work and Pensions**
BUYER ADDRESS Quarry House, Quarry Hill
Leeds LS2 7UA

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: Pay, Reward and Honours

Telephone: / Main: REDACTED

E-mail Address: REDACTED

Postal Address: Third Floor, West, Zone G, Quarry House, Quarry Hill,

Town/City: Leeds Post Code: LS2 7UA

CUSTOMER ORDER CONTACT

Name /REDACTED Position: Associate Commercial Practitioner

Telephone: E-mail Address: [REDACTED](#)

Postal Address: Quarry House, Quarry Hill

Town/City: Leeds Post Code: LS2 7UA

CUSTOMER INVOICING CONTACT

Name: PURCHASE.2PAY@DWP.GSI.GOV.UK Position:

Telephone: E-mail Address: PURCHASE.2PAY@DWP.GSI.GOV.UK

Postal Address:

Town/City: Post Code:

CUSTOMER DATA PROCESSING SECURITY OFFICER

Name: REDACTED Position: DPO

Telephone: E-mail Address: REDACTED

Postal Address: Caxton House, Tothill Street,

Town/City: London Post Code: SW1H 9NA

CUSTOMER DELIVERY ADDRESS FOR ANY GOODS

Postal Address: Department for Work and Pensions, Quarry House, Quarry Hill

Town/City: Leeds Post Code: LS2 7UA

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1 November 2022. 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 6 (Key Subcontractors)*
 - *Joint Schedule 7 (Financial Difficulties)*
 - *Joint Schedule 8 (Guarantee)*
 - *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 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 18 (Background Checks)*
 - *[Call-Off Schedule 20 (Call-Off Specification)*
4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6133*

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

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

1. 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.
2. Six monthly invoice will be based on employee headcount agreed between DWP and Edenred in advance of the invoice being issued

CALL-OFF START DATE: **01/11/2022**

CALL-OFF EXPIRY DATE: **30/04/2024**

CALL-OFF INITIAL PERIOD: **18 months**

CALL- OFF EXTENSION OPTION: **Up to 12 Months in the event that the framework optional extension is implemented**

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	Sub-contractor	Price	YES/NO
CORE BENEFITS					
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.	Tusker	£0	NO
CCV	Childcare Voucher Scheme	The Supplier shall provide childcare vouchers covering all types of childcare provision.	Edenred	£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.	Cycle Solutions Option to Add Halfords as an additional supplier	£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.	Edenred	£0	YES
Gym 1	My Gym Discounts	The Supplier shall provide a discounted gym memberships to cover gyms and leisure centres as well as exercise and fitness classes delivered through high street names, independent and local providers.	Incorpore	£0	YES
Gym 2	Gym Flex	As above but, payroll deducted.	Incorpore	£0	NO
Payroll	Payroll Giving Scheme	The Supplier shall provide an HMRC approved Payroll Giving Scheme to allow employees to give money to UK registered charities of their choice from their gross pay.	Charities Trust	£0	YES
R&R	Reward and Recognition Scheme – Compliments Select	Compliments Select is a online reward platform that lets you issue almost any kind of reward, of any value.	Edenred	£0	YES
Tech	Technology Smartphone Discount Scheme	The Supplier shall provide technology and smartphone discounts to employees including discounts on the latest technology from leading manufacturers.	Let's Connect	£0	NO
Well Being	Financial Wellbeing Scheme	The Supplier shall provide an online financial education service and a range of products and services aimed at improving employees' financial well-being.	Salary Finance/ Cushlon	£0	NO

ADDITIONAL BENEFITS					
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.	UNUM	£0	NO
Health 1	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.	Incorpore	£0.50 per employee	NO
Health 2	MyHealth Discounts	As above, but non-payroll.	Incorpore	£0	NO
Additional: Enhanced Discounts		<p>The provision of enhanced discounts on physical and electronic cards and vouchers, whereby Edenred agree to pass on 100% of the discount received from the retailer.</p> <p>Edenred agree that DWP will have the option to review this provision after the initial 12 months, and will have the option to revert back to the standard Discount offering at this time, if they so wish at no penalty.</p> <p>Edenred further agree to invoice DWP for this service on a 6 monthly basis, in advance, at which point the Licence Fee will be re-calculated on the total headcount at that point.</p> <p>Unless the headcount drops to below 50k then there should be no change in the average cost per employee per annum.</p>	Edenred	See below	YES

Enhanced Discounts - Pricing & Invoicing

Payment 1	Due on or before 01/11/2022	£136,76.11	Covers the first 6 month period. The initial invoice will be calculated based on a headcount of REDACTED as of the 1 st of October 2022.
Payment 2	Due on or before 01/04/2023	The amount shall be calculated based on the headcount at the time.	Covers the second 6 month period
Payment 3	Due on or before 01/10/2023	The amount shall be calculated based on the headcount at the time.	Covers the third 6 month period

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 £300,000.

CALL-OFF CHARGES

Option B: 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)

REIMBURSABLE EXPENSES

[None]

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

As above

BUYER'S AUTHORISED REPRESENTATIVE

As above

BUYER'S ENVIRONMENTAL POLICY

n/a

BUYER'S SECURITY POLICY

n/a

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Account Manager

50 Vauxhall Bridge Road

London, SW1V 2RS

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)

As above

COMMERCIALLY 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:	Category Lead
Date:	18/10/2022	Date:	20/10/2022