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

**Order Form**

CALL-OFF REFERENCE: CCCE24A01

THE BUYER: HM TREASURY

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

THE SUPPLIER: Reward Gateway (UK) Ltd

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

REGISTRATION NUMBER:05696250

DUNS NUMBER:  348987574

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **7th May 2024**

It’s issued under the Framework Contract with the reference number RM6273 for the Provision of Enhanced Employee Benefits.

CALL-OFF LOT:

Lot 1: Managed Service

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 and Interpretation) **RM6273.**
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 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 **RM6273 Employee Benefits and Services**
	+ 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 11 (Installation Works)
	+ 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 19 (Scottish Law)
	+ Call-Off Schedule 20 (Call-Off Specification)

CCS Core Terms (version 3.0.11)

1. Joint Schedule 5 (Corporate Social Responsibility) **RM6273 Employee Benefits and Services**
2. Call-Off Schedule 4 (Call-Off Tender)

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:

*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: **13th May 2024**

CALL-OFF EXPIRY DATE: **12th May 2027**

CALL-OFF INITIAL PERIOD:  **Three (3) years**

EXTENSION OPTION: **One (1) year**

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 invoices used to calculate liability the first Contract Year is **REDACTED TEXT under FOIA Section 43 Commercial Interests. REDACTED TEXT under FOIA Section 43 Commercial Interests.**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details). The contract is for 3 years plus an option for a further 1-year extension. The price will include the extension option.

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

Payment will be made by BACS and can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER’S INVOICE ADDRESS:

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/organisations/hm-treasury/about/our-energy-use>

BUYER’S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT FREQUENCY

The supplier is expected to supply regular monthly Management Information (MI) reports to the buyer regarding take-up and engagement from staff.

The supplier is expected to supply access to a live MI system, that includes capability to export data in Excel format as required.

Further details can be found in Call off Schedule 20 – Call off Specification

PROGRESS MEETING FREQUENCY

Relevant supplier staff who are involved in the delivery of the services should take part in monthly meetings with the buyer.

These meetings will be used to track, monitor and report on progress through agreed KPI’s.

Further details can be found in Call off Schedule 20 – Call off Specification

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

KEY SUBCONTRACTOR

**REDACTED TEXT under FOIA Section 43 Commercial Interests**.

**REDACTED TEXT under FOIA Section 43 Commercial Interests**.

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COMMERCIALLY SENSITIVE INFORMATION

Date: 12th April 2024

Details: Full submission, including technical and commercial envelope responses

Duration: Full duration of contract

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

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 TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date: | 9/5/2024 | Date: | 13/05/2024 |