

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

Order Form

CALL-OFF REFERENCE: **con_7190 “Free School Meals Voucher Replacement Scheme”**

THE BUYER: Department for Education

BUYER ADDRESS 20 Great Smith Street, Westminster, London, SW1P 3BT

THE SUPPLIER: Edenred (UK Group) Ltd

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

REGISTRATION NUMBER: 00540144

DUNS NUMBER: 210186342

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **08/01/2021** It's issued under the Framework Contract with the reference number RM6133 – Employee Benefits for the provision and distribution of electronic supermarket vouchers.

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. Part 2 of Framework Schedule 1 (Specification).
3. *Joint Schedule 1(Definitions) RM6133*
4. *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)*
 - *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 con_7190 “Free School Meals Voucher Replacement Scheme”**
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *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 Part B (Security)*
 - *Call-Off Schedule 10 (Exit Management)*
 - *Call-Off Schedule 14 (Service Levels)*

5. CCS Core Terms - Standard 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

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

Special Term 1: Schedule 5 (Pricing Details) - See Annex 1 of this order form

Special Term 2: Schedule 14 (Service Levels) - See Annex 2 of this order form

Special Term 3: Should the funding for this scheme be withdrawn at any point during the call off period in its entirety, the Department for Education reserves the right to instruct Edenred to immediately stop the scheme and any future vouchers planned to be issued.

Special Term 4: The Supplier agrees to provide the Buyer with Management Information daily from Monday to Friday, 1 day in arrears, as set out in Annex 3 or as otherwise agreed by the parties from time to time.

Special Term 5: E-codes issued under this contract must have a default validity period of 1 month from date of issue, unless explicitly agreed otherwise in writing by the Buyer.

CALL-OFF START DATE: **08/01/2021**

CALL-OFF EXPIRY DATE: **07/04/2021**

CALL-OFF INITIAL PERIOD: **3 Months with the option to extend for a further 3 months in 1 month increments.**

CALL-OFF DELIVERABLES

Standard deliverables as per current Framework Agreement.

MAXIMUM LIABILITY

Standard Framework Core Terms

CALL-OFF CHARGES

See Annex 1 - Call-Off Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

Not Applicable

PAYMENT METHOD

See Annex 1 - Call-Off Schedule 5 (Pricing Details)

BUYER'S INVOICE ADDRESS:

Department for Education, 20 Great Smith Street, Westminster, London, SW1P 3BT



NOTE: All invoices shall include the reference **con_7190**

BUYER'S AUTHORISED REPRESENTATIVES

[REDACTED] – Deputy Director, School Food and Flexible Childcare Division
[REDACTED]

[REDACTED] – Senior Commercial Category Manager
[REDACTED]

NOTE: The Buyer may change its authorised representatives at any time by notifying the Supplier

BUYER'S SECURITY POLICY

As per Government current Security assurance requirements

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Sales Director
[REDACTED]
Edenred (UK Group) Ltd, 50 Vauxhall Bridge Road, London, SW1V 2RS

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Contract Manager
[REDACTED]
Edenred (UK Group) Ltd, 50 Vauxhall Bridge Road, London, SW1V 2RS

PROGRESS REPORT / MEETING FREQUENCY

Daily progress reports, meetings with Department

KEY STAFF

Key Staff	Key Role	Contact Details
[REDACTED]	Sales Director	[REDACTED]
[REDACTED]	Product Manager	[REDACTED]
[REDACTED]	Marketing & Retail Partnerships Director	[REDACTED]
[REDACTED]	Operations Director	[REDACTED]
[REDACTED]	IT Director	[REDACTED]
[REDACTED]	Data Security	[REDACTED]

KEY SUBCONTRACTOR(S)

Framework Ref RM6133
con_7190

Standard supply chain as per Framework Agreement

COMMERCIALLY SENSITIVE INFORMATION

Annex 1 Section 3

Annex 2

SERVICE CREDITS

See Annex 2 - Call-Off Schedule 14 (Service Levels)

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	██████████	Name:	██████████
Role:	Sales Director	Role:	Director General, Operations
Date:		Date:	

Annex 1 - Call-Off Schedule 5 (Pricing Details)

Section 1: Charges

Set Up Fee	■
Compliments Select Code	Total Face Value of the Code(s)
Service Charge	■
Cancellation Fee	■

Section 2: Advance Payment

Advance Payment available to the Buyer	■
Maximum payment period in respect of each invoice generated ("Payment Term")	5 calendar days
Payment will be made by the use of a BACS/CHAPS payment transfer to the account number provided: Edenred UK Group Prem Receipt Sort Code : ■ Account No: ■ IBAN : ■	

3. Rebate

The below table details our agreed rebate mechanism, linked to usage of the scheme, that will provide a rebate to the Department in addition to that provided to the Crown Commercial Service. For the avoidance of doubt, 'usage' is defined as the 'value of eGift cards issued'. In addition to the ■% of contract value paid to the CCS, DFE will receive a rebate in line with the table shown below. Upon passing a volume threshold, the relevant higher rebate percentage is payable retrospectively on all contract spend over £■, for the duration of this Contract, including all extensions.

The rebate is payable to the Buyer quarterly in arrears, calculated as a percentage of redeemed voucher value for that period. This arrangement will continue until all vouchers issued under this contract have either been redeemed, cancelled or expired.

<i>Volume</i>		<i>Rebate</i>	<i>Cash value (cumulative)</i>
█	██████████	█	█
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████		██████████	

4. Unused Vouchers

Any expired or cancelled eCodes will be fully refunded to the Department for Education.

5. Invoicing and Payment

1. The Buyer shall make the Advance Payment, as defined in section 2 of this Schedule, to the Supplier in advance of the Supplier commencing the provision of the Codes (as defined in Part 2 of Framework Schedule 1). For the avoidance of any doubt, the Advance Payment shall remain on hold by the Supplier to allow the Supplier to process all OOP Orders (as defined in Part 2 of Framework Schedule 1) without undue delay. The Advance Payment shall be deducted from the final invoice and the difference returned to the Buyer on termination of the free schools meal voucher replacement scheme.
2. Invoices shall be generated by the Supplier within 5 days of the OOP Order processed and it shall be issued via email directly to the Buyer.
3. The Buyer shall settle the invoice in full within the Payment Term specified in Section 2 of this Schedule.
4. If the Buyer fails to make the payment in accordance with the Payment Term in respect of any OOP Order, then the Supplier shall not be required to, and shall not, dispatch any further OOP Orders until such payment has been received.

Annex 2 – Annex A to Part A of Call-Off Schedule 14 (Service Levels)

For the purposes of this Call-Off agreement, the baseline service levels agreed in the table below will apply.

BASELINE SERVICE LEVELS

Service Level Performance Criteria			Service Credit
Online Portal	The online portal shall be made available during the agreed period, except for agreed downtime and maintenance	100%	N/A
Maintenance and Upgrades	All scheduled maintenance and/or system upgrades shall occur outside the hours of 07:30 to 20:00 GMT (or BST as appropriate) Monday to Friday	100%	N/A
	The supplier shall provide notification of scheduled maintenance and/or system upgrades to all Contracting Authority lead contacts	100%	N/A
	When required the Supplier and Contracting Authority shall ensure any system maintenance/upgrades are tested prior to the upgrade version release going live	100%	N/A
	If supporting action is required by the Contracting Authority to assist the Supplier with a system upgrade, the Supplier shall provide full details in advance.	100%	N/A
Order Processing	Order processing, incl. 'direct' distribution of eCodes or provision of 'stock' eCodes within 4 days of 'approved' order NB – excludes 'scheduled' orders	100%	N/A
Telephone and Email Support Services	90% of incoming calls to the Contact Centre will be answered. During initial 2 weeks of program, this will be set at 80% during agent's competence building, at which point it will increase to 90% - this caveat is in anticipation of naturally longer call handling times during this period.	90%	

	<p>All emails will receive an automated response, detailing support for the most frequently asked questions. All replies to an automated email will be responded to within 2 working days.</p> <p>Where these FAQ's do not support, then any subsequent email reply from the user will be responded to within 1 working day</p> <p>ERUK have analysed prior performance for the FSM program, and will support this with Tier 1 occupancy of 20 full time advisors. This is sufficient to handle an average of between 700 and 800 calls / emails combination per day</p> <p>Working days are defined at Monday to Friday 9am to 5:30pm, excluding UK bank holidays</p> <p>Service Levels will be measured on a weekly basis, with Service Level failures measured and any Service Credit back to the Contracting Authority across the calendar month, and limited to the following: -</p> <p>This is based on inbound flow on the above parameters</p>	95%	
Complaints	<p>Acknowledgement of complaint within 1 working day of identification as complaint</p> <p>Complaint resolution objective is within 1 working day of receipt OR communication feedback to Complainant within 1 working day detailing resolution plan and anticipated timeline.</p>	100%	N/A
MP Hotline	<p>Provision of dedicated MP support is established and all inbound calls and emails will be treated as per Complaints.</p>	100%	N/A
Customer Satisfaction	<p>Any required customer satisfaction surveys to meet agreed target measures</p>	>85%	N/A

Contract Management	All invoices to be provided with supporting data and received at the times agreed with the Contracting Authority	100%	N/A
Management Information	Management information as specified and agreed with the Contracting Authority to be provided at the frequency defined	100%	N/A
	All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary questions will be provided within the timelines outlined for each request by the Contracting Authority	100%	N/A

Annex 3 – Provision of Management Information

	18/01/21	19/01/21	20/01/21
Ordering			
Nbr Admin Reg'd			
Nbr Orders	0	0	0
- Fulfilled			
- Paid			
- Pending			
Nbr eCodes			
Sent	0	0	0
- Sent (Direct)			
- Sent (via School)			
- To be Sent			
- Scheduled (future)			
- Redeemed			
- Cancelled			
- Expired			
Live Codes			
Total Order £	£0	£0	£0
- Fulfilled			
- Paid			
- Cancelled			
- Expired			
- Pending			
Redemption			
eCodes Redeemed			
eGift Cards Sent			
Total Used £	£0	£0	£0
Aldi			
Asda			
Company Shop			
Iceland			
M&S			
McColl's			
Morrisons			
Sainsbury's			
Tesco			
Waitrose			

	18/01/21	19/01/21	20/01/21
Contact Centre			
Inbound Calls	0	0	0
Calls Answered	0	0	0
% Ans Perf	#DIV/0!	#DIV/0!	#DIV/0!
Inbound Emails			
AI Answered			
ResQ Follow Up			
# of ResQ Response 1 wk day			
% Follow Up Response			
AI Performance %			
Contact Change Form	0	0	0
- Auto Validated			
- DFE Approved			
- DFE Rejected			
- Duplicate			
- Unsuccessful / Incomplete			