

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

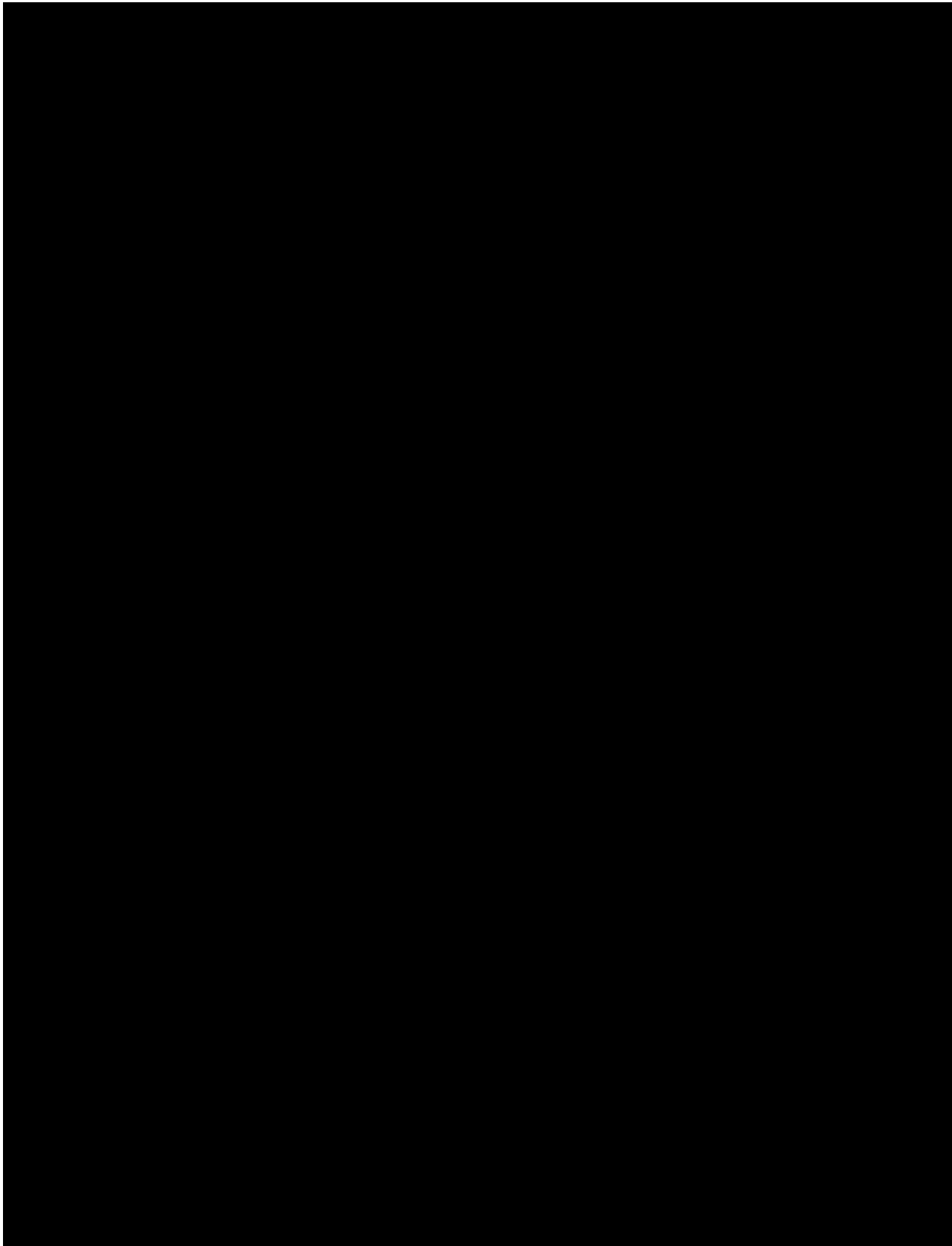
Order Form



THE BUYER:	Department for International Trade
BUYER ADDRESS	Old Admiralty Building, Westminster, London, SW1A 2BL
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

CLUSTER MEMBERS:

Trade Remedies Authority (TRA)



APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th February 2022.

Framework Ref RM6133
Version 2.0

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 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 RM1633*

- *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)*

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. Edenred shall perform its own credit checks for Key Subcontractors.

CALL-OFF START DATE: 1st February 2022

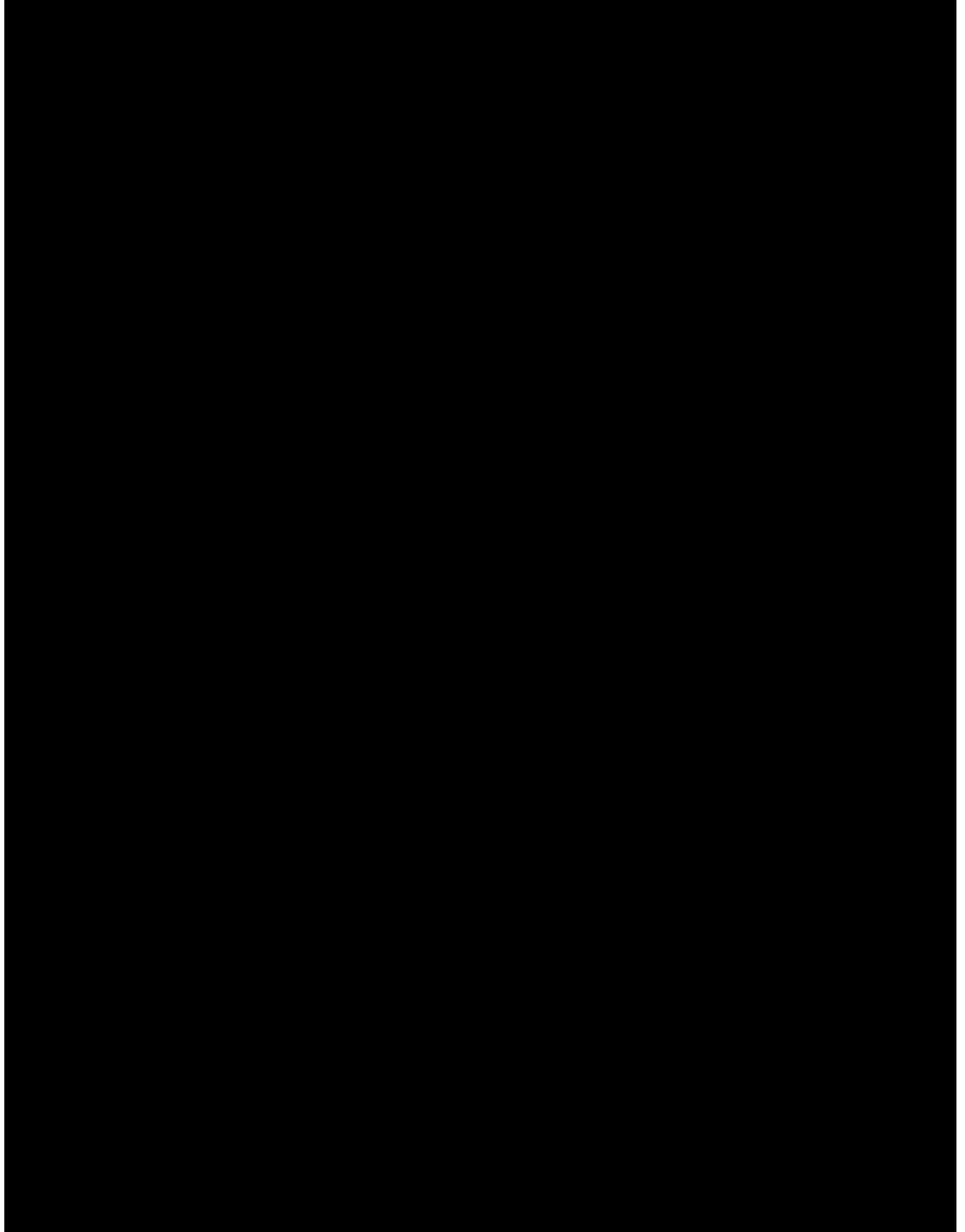
CALL-OFF EXPIRY DATE: 31st January 2024

CALL-OFF INITIAL PERIOD: 2 years

CALL- OFF EXTENSION OPTION: Up to 6 months

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:



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 £0.

CALL-OFF CHARGES

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

The Buyer estimates that the Year 1 spend for services will be £196,700.00 and therefore that the spend for the initial period will be £393,400.

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).

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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

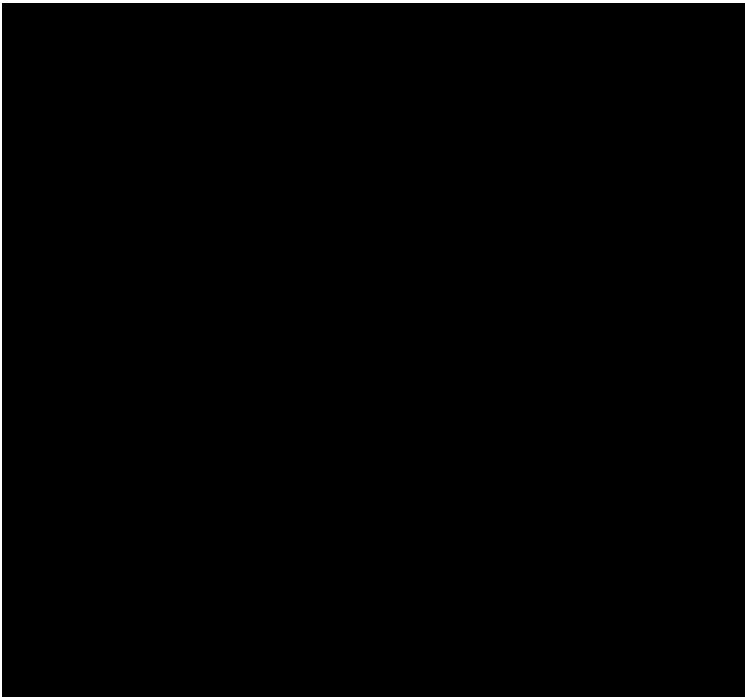
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None

PAYMENT METHOD
BACS

BUYER'S INVOICE ADDRESS:



BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>

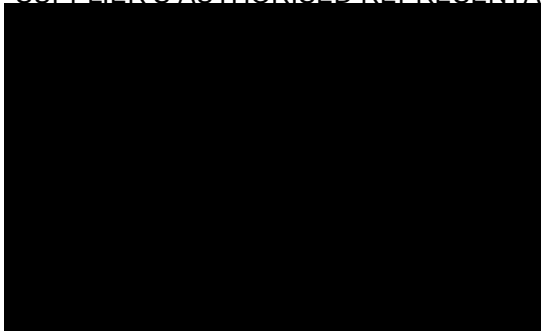
<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

BUYER'S SECURITY POLICY

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

SUPPLIER'S AUTHORISED REPRESENTATIVE



PROGRESS REPORT FREQUENCY
Monthly project calls

PROGRESS MEETING FREQUENCY
Quarterly on the first Working Day of each quarter



KEY SUBCONTRACTOR(S)
As detailed in Call Off Deliverables table 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:
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