

# **Framework Schedule 3 (Framework Prices)**

## **1. How Framework Prices are used to calculate Call-Off Charges**

### **1.1 The Framework Prices:**

- 1.1.1 will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and
- 1.1.2 cannot be increased except as in accordance with this Schedule.

### **1.2 The Charges:**

- 1.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
- 1.2.2 cannot be increased except as specifically permitted by the Call Off Contract and in particular shall not be subject to Indexation.

## **2. How Framework Prices are calculated**

- 2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

## **3. Costs and expenses**

- 3.1 Except as expressly set out in paragraph 4 (Reimbursable Expenses) of this Framework Schedule 3, the Framework Prices shall include all costs and expenses relating to the Services provided to the Buyer and/or the Suppliers performance of its obligations under any Call Off Contracts and no further amounts shall be payable by a Buyer to the Supplier in respect of such performance, including in respect of matters such as:
  - 3.1.1 incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
  - 3.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Contract.; or
  - 3.1.3 costs incurred prior to the commencement of any Call Off Contract.

## **4. Reimbursable expenses**

- 4.1 Where Services are to be provided to the Buyer under any Call Off Contract on the basis of Framework Prices submitted by the Supplier to CCS using the Time

and Materials pricing mechanism set out in Annex 1, the Supplier shall be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Call Off Contracts), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

## 5. Other events that allow the Supplier to change the Framework Prices

5.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:

- 5.1.1 a Specific Change in Law in accordance with Clause 24;
- 5.1.2 a review in accordance with insurance requirements in Clause 13;
- 5.1.3 a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking); and
- 5.1.4 a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

## 6. Not Used

## 7. When you will be reimbursed for travel and subsistence

7.1 Expenses shall only be recoverable where:

- 7.1.1 any of the pricing mechanisms listed in Annex 1 is used; and
- 7.1.2 the Order Form states that recovery is permitted; and
- 7.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

7.2 For the purposes of paragraph 7.1 of this Schedule, a “**Time and Materials pricing mechanism**” means a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's Staff, and for materials used in the project, no matter how much work is required to complete the project. In the event that a Call-Off Contract uses this pricing mechanism the price shall be based upon the prices detailed in Table 1 of Annex 1 to Framework Schedule 3.

# Annex 1: Rates and Prices

### Table 1: Time and Materials

The Supplier (and its Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its day rates

The rates below shall not be subject to variation by way of Indexation

