

## 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, including (if applicable) each Statement of Work; 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 only be subject to Indexation where specifically stated in the Order Form; and

1.2.3 shall not be impacted by any change to the Framework Prices.

1.3 Any variation to the Charges payable under a Call-Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3.

### 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. Are costs and expenses are included in the Framework Prices

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call-Off Order Form, the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of any Call-Off Contract.

### 4. When the Supplier can ask to change the Framework Prices

4.1 The Framework Prices will be fixed for during the Contract Period following the Framework Contract Commencement Date. After this Framework Prices can only be adjusted prior to the start of each

Framework Optional Extension Period (the date of each such extension is a "**Review Date**").

- 4.2 The Supplier shall give CCS at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then there will be no increase.
- 4.3 Any notice requesting an increase shall include:
- 4.3.1 a list of the Framework Prices to be reviewed;
  - 4.3.2 for each Framework Price under review, written evidence of the justification for the requested increase including:
    - (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;
    - (b) details of the movement in the different identified cost components of the relevant Framework Price;
    - (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
    - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
    - (e) evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Contract Commencement Date.
- 4.4 CCS shall consider each request for a price increase. CCS may grant Approval to an increase at its sole discretion.
- 4.5 Where CCS approves an increase then it will be implemented from the start of the Framework Optional Extension Period following the Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.

## **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)]
  - 5.1.4 a request from the Supplier, which it can make at any time, to decrease the Framework Prices; and

## **6. When you will be reimbursed for travel and subsistence**

- 6.1 Expenses shall only be recoverable where:
- 6.1.1 the Time and Materials pricing mechanism is used; and

- 6.1.2 the Order Form states that recovery is permitted; and
- 6.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 6.2 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.
- 6.3 The Buyer shall provide a copy of their current Expenses Policy to the Supplier upon request in Annex 2 of Call-Off Schedule 5.

## **7. Pricing Mechanisms available for all Services**

- 7.1 The Buyer may use one or a combination of two or more of the following Pricing Mechanisms:
  - (a) Capped Time and Materials (CTM),
  - (b) Incremental Fixed Price,
  - (c) Time and Materials (T&M), and
  - (d) Fixed Price,in any Further Competition Procedure. Should a Buyer require an Hourly Rate then the Supplier's Hourly Rates shall be no greater than the Supplier's Day Rates divided by 7.5, the number of hours to be worked in a Work Day. Pricing submitted as part of a Further Competition Procedure shall be used in the calculation of applicable Charges under each Call-Off Contract (and, if applicable, under each Statement of Work). Such pricing shall be no greater than that set out in the Framework Prices or, as applicable, a lower price tendered under the Further Competition Procedure. All Charges shall be invoiced based on the accurate reflection of the proportion of each Work Day Supplier Staff have actually worked providing the Deliverables under and in accordance with the Contract and, if applicable, under each SOW (for example, 3 hours and 30 minutes worked will be invoiced at 3.5 hours).
- 7.2 The Supplier will only be able to add new Service(s) to the Framework Contract in accordance with Paragraph 2.13 of Framework Schedule 1 (Specification) upon receipt of CCS' prior written consent where, if granted, they shall be made available to Buyers under their Call-Off Contracts.
- 7.3 The Supplier will provide its pricing, as part of the Further Competition Procedure tender response, in the format and applying the applicable Pricing Mechanism, including details of any discount structures, incentivisation or gainshare, specified by the Buyer in its Statement of Requirements. The Buyer may request that the Supplier provide a breakdown of how the total price was calculated and provide copies of

supporting documentation. The Supplier must provide a cost breakdown in the format and to the timetable requested by the Buyer, and should the Supplier fail to do so, the Buyer may reject the Supplier's bid without further consideration.

- 7.4 The Supplier will invoice the Buyer the full cost of the Deliverables satisfactorily supplied in accordance with the Charges and will not require the Buyer to pay any third party for any part of the Deliverables supplied by or on behalf of the Supplier under the Contract.

## **8. Pricing for Lot 1 - Digital Programmes**

- 8.1 During a Further Competition Procedure, the Supplier will provide a total price for Delivery based on the expected outcome specified by the Buyer in its Statement of Requirements.

## **9. Pricing for Lot 2 - Digital Specialists**

- 9.1 As part of its Framework Tender, the Supplier will provide a maximum Day Rate for each Supplier Staff grade per Work Day as set out in Annex 1 of this Schedule and as also detailed in the Platform (if applicable). This Day Rate will be the maximum price a Supplier can charge any Buyer per Work Day for that Supplier Staff specific role for work competently undertaken on the Deliverables in accordance with the terms of the Contract.
- 9.2 The Framework Price is the maximum Day Rate per Supplier Staff grade and is fixed for the Contract Period and can only be amended in accordance with Paragraph 4.1 of this Schedule.
- 9.3 During a Further Competition Procedure, the Supplier will provide a Day Rate not exceeding its maximum rate for the Supplier Staff grade set out in Annex 1 for the role and skills required by the Buyer's Statement of Requirements. The Day Rate Framework Price excludes VAT and excludes travel and expenses which are, where permitted to be claimed, capped in accordance with the Buyer's Expense Policy's permitted maximum (if applicable, see Annex 2 of this Schedule) or as otherwise stated in the Order Form.

## Annex 1: Rates and Prices

### Rate Card: Day Rates

The Supplier (and its Subcontractors) shall not be entitled to include any uplift for risks or contingencies within its Day Rates.

The Day Rates set out in the Pricing Matrix below shall be the rate for each Work Day for each DDaT Supplier Staff grade under the Role Family.

Rate Card Below details Supplier pricing submitted as part of their bid:

#### RM6263 DIGITAL SPECIALISTS AND PROGRAMMES (DSP) Call-Off RATE CARD

**National Day Rate refers work carried out on official DVSA sites. National Home Day Rate refers to work carried out off official DVSA sites, such as working from home.**

**Optional  
Rates for  
non UK  
locations**

Redacted under FOIA Section 43, Commercially Sensitive Information