



Defence
Infrastructure
Organisation

Call-Off Schedule 4A

Billable Works

National Accommodation Management Services (NAMS)

REF: RM6089 LOT 2A

CALL-OFF SCHEDULE 4A

BILLABLE WORKS

1. INTRODUCTION

- 1.1 This schedule prescribes the procedure to be followed by the Buyer and Supplier when assessing the requirement and Charges for Billable Works.
- 1.2 Billable Works are created and managed in accordance with this Call-Off Schedule 4A (Billable Works) and Part 11 of Call-Off Schedule 28 (Specification).

2. BILLABLE WORKS

- 2.1 All Billable Works require authorisation before the commencement of work in accordance with this Call Off Schedule 4A (Billable Works), this authorisation will be provided by the Buyer via a Work Order.
- 2.2 Work Orders are intended for use only for Deliverables which are not included in the Baseline Monthly Payment.
- 2.3 A Work Order shall include details of any interim or Milestone Payments, breakdown of costs and all associated Deliverables that shall apply to the relevant Billable Works.

3. QUOTATION AND TENDERS FOR BILLABLE WORKS

Billable Works shall be managed and delivered as follows:

- 3.1 A Statement of Need (Annex A) shall be generated by the Supplier or the Buyer as appropriate.
- 3.2 If required by the Buyer for budgetary purposes, the Supplier shall provide a Rough Order of Costs ("ROC") estimate within 5 Working Days of the Statement of Need being generated, or within a time period agreed with the Buyer.
- 3.3 In addition to 3.1 and 3.2 above:
 - 3.3.1 For Statements of Need with an estimated value below £100,000 ex VAT, (Value Band 1) the Supplier shall obtain 3 Firm Priced Quotations from their Supply Chain within 20 Working Days or within a time period agreed with the Buyer;
 - 3.3.2 For Statements of Need with an estimated value equal to, or above £100,000 ex VAT and less than £1,000,000 ex VAT (Value Band 2), the Supplier shall obtain at least three Firm Priced tenders under a formal competitive procurement process, that follows UK Government Public Sector procurement requirements;
 - 3.3.3 For Statements of Need with an estimated value above £1,000,000 ex VAT (Value Band 3), the Supplier shall obtain at least three formal tenders under a formal competitive procurement process, that follows UK Government Public Sector procurement requirements. The process and the most effective pricing model shall be set by the Buyer to best meet the business need.
- 3.4 The costs of the professional services required to achieve the Deliverables for the design phase of all Billable Works in Value Band 1 and Value Band 2 are included within Part 1 (Management) of Annex A to Call Off Schedule 5 (Pricing) and shall

not be included in the Firm Prices generated in accordance with paragraphs 3.3.1 and 3.3.2 above.

- 3.5 Firm Prices for Billable Works in Value Band 3 only (paragraph 3.3.3 above) shall include the Billable Works Management Overheads, Corporate Overheads and Profit percentages detailed in Part 11 of Annex A to Call Off Schedule 5 (Pricing).
- 3.6 The Supplier shall on request consider the development of options (for scope, timescales etc) with the Buyer to determine a preferred way to deliver Billable Works,
- 3.7 Any quotation for Billable Works arising from paragraph 3.3.1 to 3.3.3 above shall provide a breakdown of the Firm Price as per paragraph 4.2.1 below, to be included in the Work Order (or otherwise as required by the Buyer) to enable an assessment of value for money by the Buyer.

4. INVOICING FOR BILLABLE WORKS

- 4.1 All Billable Works shall be invoiced by the Supplier to the Buyer as set out in the Work Order and in accordance with the provisions of Call-Off Schedule 5 (Pricing) including a breakdown of costs
- 4.2 On completion of the Billable Works the Supplier will be entitled to include the Charges for such work in the next invoice it submits to the Buyer, including the following information as a minimum:
 - 4.2.1 a breakdown of the Firm Price categorised as follows:
 - Sub-Contract charges);
 - Supplier labour;
 - Supplier materials;
 - Supplier profit;
 - such other applicable categories as the Buyer may notify to the Supplier from time to time; and
 - Billable Works Management Overheads (Value Band 3 only) , Corporate Overheads and Profit percentages detailed in Part 11 of Annex A to Call Off Schedule 5 (Pricing).
- 4.3 For avoidance of doubt all invoices submitted in respect of Value Band 1 and 2 Billable Works shall be exclusive of the professional services costs detailed in paragraph 3.4 above.
- 4.4 The Buyer may Audit a sample of Billable Works invoices to assess consistency and accuracy.

5. ACCESSED CONTRACTS

- 5.1 The Supplier acknowledges that the Buyer may from time to time notify the Supplier of contracts which are available to the Buyer for the supply of materials, goods or services ("Government Frameworks") and which the Buyer can, pursuant to Clause 4.8 of the Core Terms, grant access to the Supplier to use or which the Supplier shall use in connection with the supply of the Deliverables.
- 5.2 The Supplier will consider the use of the Government Frameworks as part of its provision of the Deliverables and will prior to the In Service Date and at reasonable intervals thereafter liaise with the Buyer to agree which Government Frameworks

it will actually use in connection with the supply of the Deliverables and the extent of such use.

- 5.3 Where the Buyer and the Supplier agree on the use by the Supplier of a Government Framework then the Buyer shall endeavour to facilitate such use by the Supplier.
- 5.4 The Supplier shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of a Government Framework shall be passed on for the benefit of the Buyer.
- 5.5 Where the Supplier intends to use or uses a Government Framework the Supplier shall:
 - 5.5.1 act in accordance with such procedures, rules and guidance as the Buyer may from time to time notify the Supplier;
 - 5.5.2 with the prior written agreement of the Buyer, directly award a contract to a supplier under the Government Framework or run a further competition to obtain the most economically advantageous offer; and
 - 5.5.3 manage all contracts it enters into pursuant to Paragraph 5.5.2 as agent on behalf of the Buyer and the Supplier's obligations and responsibilities in this regard shall be to:
 - (a) not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the Buyer;
 - (b) advise the Buyer of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the Buyer the Supplier shall take such steps;
 - (c) provide to the Buyer such other information as the Buyer may from time to time reasonably require in relation to the performance by the parties pursuant to an Accessed Contract; and
 - (d) notify the Buyer of any changes to the prices charged under the Accessed Contract. For the avoidance of doubt, the Supplier shall not be entitled to negotiate or accept any changes to the price without obtaining the Buyer's prior written consent.
- 5.6 In addition, at all times in carrying out its obligations and responsibilities under this Paragraph 5 the Supplier shall:
 - 5.6.1 comply with all Laws, rules and guidance that apply to the Buyer including, without limitation, public procurement rules;
 - 5.6.2 act towards the Buyer dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Buyer under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Buyer;
 - 5.6.3 except as authorised by the Buyer, not act in a way which will incur any liabilities on behalf of the Buyer, nor pledge the credit of the Buyer;
 - 5.6.4 comply with all reasonable and lawful instructions from the Buyer from time to time concerning its duties under the Accessed Contracts;

- 5.6.5 describe itself in all dealings with suppliers under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the Buyer;
- 5.6.6 use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and
- 5.6.7 discharge the obligations of the Buyer under each Accessed Contract (including, where required by the Buyer, making payments thereunder) as though it were the Buyer and in accordance with the terms of each such Accessed Contract.
- 5.7 The Parties acknowledge that the Government Frameworks or Accessed Contracts may through the effluxion of time expire or may terminate during the Contract Period. Prior to any Government Framework or Accessed Contract expiring or otherwise terminating where the Supplier receives notice of such termination it shall immediately notify the Buyer of the same.
- 5.8 Throughout and after the Contract Period the Supplier shall indemnify the Buyer and keep the Buyer indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the Buyer arising from the Supplier's breach of any Government Framework or Accessed Contract and from the acts or omissions of the Supplier which may put the Buyer or another person in breach of any Government Framework.
- 5.9 For the avoidance of doubt, the Supplier shall not be entitled to use any Government Framework or Accessed Contract for its own benefit or for any purpose other than as set out in this Paragraph 5.
- 5.10 The Buyer shall be entitled to terminate this Contract, in accordance with Clause 10.4 Core Terms, if the Supplier breaches any of the provisions of this Schedule (which the Parties hereby agree shall be treated as a material default of the Contract for the purposes of Clause 10.4 of the Core Terms).

6. TIME FOR COMPLETION

- 6.1 The Supplier shall with due diligence and expedition commence and carry out the Billable Works so they are complete by the date specified in the Work Order, or if not specified, then within a reasonable period after its issue ("The **Completion Date**").
- 6.2 To the extent that any Billable Works are required to be completed by a specific Completion Date, the Supplier shall be entitled to additional time if and to the extent that the progress of the Billable Works is or will be delayed by:
 - 6.2.1 a Variation (unless additional time has been agreed under Clause 24 Changing the Contract);
 - 6.2.2 a material change to the Billable Works instructed by the Buyer; or
 - 6.2.3 an Authority Cause or any other act of prevention by the Buyer; or
 - 6.2.4 any of the following events or circumstances the occurrence of which is beyond the Supplier's control, the Supplier could not reasonably have foreseen or provided against, having arisen the Supplier could not reasonably have avoided or overcome, and is not substantially attributable to the Buyer:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
- (b) riot, commotion or disorder by persons other than the employees of the Supplier or any Supplier Staff;
- (c) official strike or industrial action which prevents or demonstrably delays the provision of the Deliverables provided that such strike or industrial action is of a national or regional nature, does not affect the site of the provision of the Deliverables alone and is not restricted to the employees of the Supplier or any Supplier Staff;
- (d) nuclear, chemical or biological contamination or sonic booms;
- (e) exceptionally adverse weather conditions, or
- (f) natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon;
- (g) save for any of the above risks which are expressly assumed by the Supplier; or

6.2.5 a cause of delay giving the Supplier an entitlement to additional time under any other clause of the Contract.

- 6.3 If the Supplier considers itself to be entitled to additional time, the Supplier shall give notice to the Buyer in accordance with Clauses 5.2 and 25 of the Core Terms (How to communicate about the Contract). On receipt of such notice the Buyer shall consider whether the Billable Works has been or is likely to be delayed beyond the Completion Date and if so, shall give additional time to the Supplier by fixing such later date for completion of the Billable Works as the Buyer estimates to be fair and reasonable.
- 6.4 When determining each entitlement to additional time under this paragraph 6, the Buyer shall review previous determinations and may increase, but shall not decrease, the total additional time.
- 6.5 The Supplier shall not be entitled to additional time to the extent that it has failed to use best endeavours to avoid or reduce the cause of delay and/or effects of any delay; or to the extent that any delay is due to its own breach or default.

Annex A

A1. The Statement of Need, its authorisation and the resulting Work Order are workflow processes within the Buyer's Infrastructure Management System (IMS). The required elements for the Statement of Need to support the IMS are set out in Table A1 below. The Buyer reserves the right to update or amend the data elements outlined below for reasons including but not limited to changes, updates or replacement of the IMS by the Buyer.

TABLE A1. STATEMENT OF NEED DATA ELEMENTS.

REDACTED – COMMERCIALLY SENSITIVE INFORMATION