**Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)**

**[Guidance Note:** This Schedule should be used to show further detailed pricing information, in addition to the pricing in the Order Form. Suppliers and Subcontractors should provide rate cards for each jurisdiction from which any element of the Deliverables may be provided.]

1. **Supplier’s Further Pricing Information**
	1. The prices set out in this Schedule:
		1. are those set out at Annex 1 to this Schedule;
		2. are maximum rates that the Supplier may charge under this Call-Off Contract;
		3. are all inclusive (save for expenses reasonably incurred in accordance with Paragraph 8); and
		4. cannot be increased except as agreed in writing in accordance with this Schedule.
2. **Applicable Pricing Mechanism**
	1. Under each Call-Off Contract, the overall Charges estimate shall be provided in the form of a Capped Time and Materials price underpinned by the Call-Off Contract specific rate prices included within Annex 1 of this Schedule.
	2. The pricing mechanisms to be used under this Call-Off Contract shall be confirmed in each Statement of Work and Charges shall be calculated on the basis of the rates and prices specified in Annex 1 which must be no greater than those set out in Framework Schedule 3 (Framework Prices).
	3. The pricing mechanism (Capped Time and Materials, Fixed Price or Incremental Fixed Price) applicable for specific Deliverables shall be as stated in the relevant Statement of Work. Such pricing methodology shall be calculated by reference to the rates and prices in Annex 1. The Supplier shall provide pricing using the pricing mechanism(s) required by the Buyer in the relevant Statement of Work(s), but may also propose alternative pricing mechanisms.
	4. Where the Buyer requests a Capped Time and Materials mechanism for a Statement of Work, the Supplier shall separately identify:
		1. the Time and Materials profile for the Statement of Work, as per the rate table in Annex 1; and
		2. the amount of the Cap, alongside clearly identified assumptions, risks, provisions or other breakdowns pertinent to the Cap. The Supplier shall provide an estimate linked to these breakdowns, where requested by the Buyer.
	5. Where the Buyer requests a Fixed Price pricing mechanism for a Statement of Work, the Supplier shall, at the Buyer’s request separately identify:
		1. prices against individually requested Milestones and Key Milestones, and the associated Delay Payments;
		2. the underlying Time and Materials estimate used to calculate the Fixed Price; and
		3. any risk premium.
	6. The Buyer accepts that, having agreed a Fixed Price, once an agreed Key Milestone is successfully Achieved it shall be charged at the Fixed Price, regardless of the actual cost.
	7. The Supplier accepts that, having agreed to a Fixed Price, it is responsible for delivery of each Milestone in terms of the scope of the component Deliverables, meeting the Buyer’s acceptance criteria and timescales related to any Milestone (if any). The Supplier accepts that this shall be at the agreed price, regardless of the actual cost to the Supplier.
	8. The Supplier shall maintain time recording records where providing services on a Fixed Price basis. In relation to any Fixed Price, the Buyer is entitled to request the actual time and material costs utilised. This is to facilitate improving the quality of future estimates and future Fixed Price agreements.
	9. Where the Buyer requests an Incremental Fixed Price mechanism for a Statement of Work, the Supplier shall provide:
		1. an overall best estimate for the complete scope of the Statement of Work utilising the Capped Time and Materials model; and
		2. the Incremental Fixed Price for the first Deliverable Increment(s), backed up by the underlying Time and Materials basis.
	10. Thereafter, the Buyer and Supplier shall agree Incremental Fixed Prices, ahead of commencement of the work, for subsequent Deliverable Increments. The Buyer and Supplier shall agree a suitable sizing model for the purposes of arriving at such prices.
	11. The Buyer accepts, if the Deliverable Increment is accepted by the Buyer, it shall be charged the agreed Incremental Fixed Price regardless of actual cost, however there shall be transparency of actual time and materials for the purposes of improving future estimates.
	12. Where an Incremental Fixed Price or Capped Time and Materials pricing mechanism is used, the Supplier’s estimate shall include their offered resource profile, with a clear mechanism to link roles to the rate prices underpinning their offer.
3. **Volume Discounts**
	1. The Buyer may request, and the Supplier may offer, volume discounts as part of a Further Competition Procedure.
	2. Volume discounts shall apply to the spend associated with this Call-Off Contract and all agreed Statements of Work.
	3. Where volume discounts form part of the evaluation of a Further Competition Procedure, the Buyer shall state the basis on which these volume discounts will be calculated. Unless otherwise stated by the Buyer, volume discounts shall apply to all categories of spend.
4. **Adjustments to Call Off Contract Rates**
	1. Rates submitted by the Supplier shall remain fixed for the first year of any Call-Off Contract or as long as maximum rates at Framework Contract level remain unchanged (whichever is the later date).
	2. Thereafter, on an annual basis, provided it has been demonstrated via the Framework Contract pricing adjustment mechanism set out in Framework Schedule 3 that rates need to change to reflect market conditions, then the Supplier shall be entitled to request a corresponding percentage change at Call-Off Contract level. The Buyer shall take into account continuous improvement during the course of the Call-Off Contract but shall not otherwise unreasonably withhold agreement to such a request.
	3. Any such agreed changes to Call-Off Contract rates shall take effect on the anniversary of the Call-Off Contract Start Date.
	4. The Buyer may request additional roles to those listed in Annex 1 as part of a Call-Off Contract, in which case, the Supplier shall provide competitive rates for the role.
5. **Amendments to Annex 1: Exceptional Adjustments for Specific Technologies**
	1. The Buyer acknowledges that, from time to time, specific skills sets associated with certain technologies may command a rate premium in the market (when demand is high and supply low), or a rate reduction (when demand is low and supply high).
	2. Under exceptional circumstances the Supplier may offer percentage adjustments, specific to skills related to one or more named technologies, linked to specific roles. Any such adjustments to the rates in Annex 1 must be agreed by the Parties in writing.
	3. A table similar to Annex 2 (Exceptional Technology Adjustments) shall be used to document any such agreed adjustments. Such table shall be included in the Order Form or the Statement of Work.
	4. In the case of an upwards adjustment (an uplift), the Supplier is required to evidence why such an uplift is required, and the Buyer shall take such evidence into consideration when considering such a request. Any such uplift must be agreed by the Parties in advance in writing.
	5. The Supplier shall clearly separately reference any such adjustments in any documentation relating to the Charges, such as invoices.
6. **Not Used**
7. **Overtime, Unsocial Hours and On-Call**
	1. Save as set out below the Supplier shall charge per Work Day.
	2. Supplier Staff shall work a minimum of 7.5 Work Hours per Work Day.
	3. Subject to any written agreement to the contrary in accordance with Paragraph 7.6, whilst the standard Work Day is 7.5 Work Hours per day, it is anticipated that Supplier Staff may on occasion be required by the Supplier to work additional hours to perform their work. Such overtime shall not be chargeable to the Buyer.

**Overtime**

* 1. Where a member of Supplier Staff is specifically requested by the Buyer to work more than an additional 2 Work Hours per day on a regular basis (3 or more times over a given week), the Supplier may request overtime payments. If agreed, such overtime payments shall be based on hourly increments (assuming an 8 Work Hour day for the purposes of this calculation).
	2. The Supplier shall only be entitled to charge overtime where the Buyer has approved the overtime request in advance in writing in a Statement of Work.

**Unsocial Hours**

* 1. The Buyer may request that the Supplier provides Deliverables at unsocial times. Any such request must be agreed by the Supplier in writing in a Statement of Work.
	2. Unsocial times means:
		1. all time on Saturday (midnight to midnight) and any Working Day after 8pm and before 6am; and
		2. all time on Sundays and Public Holidays (midnight to midnight).
	3. The Supplier shall not be entitled to charge for unsocial working hours unless it is approved in writing in advance by the Buyer:

**On-Call Support**

* 1. On-call support means where Supplier Staff are required to be available to work and may be called upon to work either on-Site or remotely during pre-agreed periods of time. The Buyer may request that the Supplier provides on-call support. Any such request must be agreed by the Supplier in writing in a Statement of Work.
	2. The Supplier may request a premium for Supplier Staff to be on-call (see table at paragraph 7.13 below). For the purposes of this Call-Off Contract it will be based on a single percentage of [6] percent, regardless of frequency.
	3. Subject to paragraph 7.12, the Supplier may also charge for individual call-outs on the following basis, as set out in Annex 1:
		1. for call-outs during normal working hours (for this purpose deemed to be between 8am and 6pm during a Working Day);
		2. for call-outs between 6am and 8am and 6pm and 8pm on a Working Day (social hours) charges shall be based on the basis of a minimum assumed single call-out duration of 30 minutes rounded up to the nearest 30 minutes thereafter (depending on duration of call-out);
		3. for call-outs within unsocial hours, the basis of calculating hours shall be as paragraph 7.11.2 above, but appropriate unsocial hours premiums shall apply (see Annex 1);
		4. in the event that a call-out spans into, or out of, social or unsocial hours, provided that the overlap is no more than one hour into the different charging regime, the charging regime applicable to when the call-out started shall apply; and
		5. where the span of overlap between social and unsocial hours for an individual call-out is more than one hour, separate charges shall apply to each period (but following the principles documented above).
	4. For on-call or call-out charges to be applicable, the individual to whom those Charges relate must be on an agreed on-call rota as approved by the Buyer in advance.

**Overtime, Unsocial Hours and On-Call Pricing**

* 1. The additional Charges applicable for agreed overtime, unsocial hours working and on call pricing are set out in Annex 1.
1. **Buyer’s Expenses Policy**

The Supplier shall not be entitled to charge any expenses where the pricing mechanism used under a Statement of Work is Fixed Price or Incremental Fixed Price.

The Supplier shall not be entitled to charge expenses, save where these are explicitly agreed to be chargeable in the SoW, where these are reasonably incurred and in accordance with the Buyer’s Expenses Policy attached at Annex 3, and only up to the capped amount as set out in the SoW.

For the avoidance of doubt, expenses shall not be deemed reasonable where they would not constitute legitimate expenses in accordance with HMRC rules and guidance.

Annex 1 (Call-Off Contract Prices)

***[This annex to be populated based on the Supplier’s submitted tender. The below tables are illustrative only. Suppliers and Subcontractors should provide rate cards for each jurisdiction from which any element of the Deliverables may be provided.]***

1. **Rate Card: Capped Time and Materials**

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

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DDaT Cluster** |  | **Role Family** | **DDaT Role** |  | **SFIARole Level** | **National Maximum Day Rate (£)** | **London Maximum Day Rate (£)** | **LeedsMaximum Day Rate (£)** | **Home** **Maximum Day Rate (£)** |
|  |  |  |  |  |  |  |  |  |  |
| Data |  | DataEngineer | Head of Data Engineering |  | 6 |   |   |   |   |
| Data |  | DataEngineer | Lead Data Engineer |  | 5 |   |   |   |   |
| Data |  | DataEngineer | Senior Data Engineer |  | 4 |   |   |   |   |
| Data |  | DataEngineer | Data Engineer |  | 3 |   |   |   |   |
| Data |  | DataScientist | Head of Data Science  |  | 6 |   |   |   |   |
| Data |  | DataEngineer | Senior Data Scientist |  | 3 |   |   |   |   |
|  |  | …. |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**Overtime, Unsocial Hours and On-Call Pricing**

The following rates shall not apply, save where explicitly referenced and agreed in a Statement of Work.

The following formulae shall apply to the following Deliverables:



|  |  |  |
| --- | --- | --- |
| **Topic** | **Supplier Charge Where Utilising Existing Team Staff** | **Supplier Charge Where Additional Staff Retained** |
| Unapproved Overtime | No additional charge | No additional charge |
| Overtime agreed with the Buyer in a SOW within social hours  | 2X per additional hour | 2X per hour |
| On-Call uplift | 4% (2X \* period) | 4%(2X \* period) |
| Weekday/Saturday unsocial premium call out fee | X per half hour,multiplied by [10%] | X per half hour,multiplied by [10%] |
| Sunday/Public Holiday unsocial premium call out fee | X per half hourmultiplied by [10%] | X per half hourmultiplied by [10%] |

Annex 2 (Exceptional Technology Adjustments)

1. A table similar to the following shall be used to capture any agreed technology adjustments.
2. This table is provided as an example and may be subject to change throughout the life of the Contract.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **DDaT Cluster** |  | **Role Family** | **DDaT Role** |  | **SFIARole Level** | **Named Technology** | **Adjustment in Percent** |
|  |  |  |  |  |  |  |  |
| Data |  | DataEngineer | Head of Data Engineering |  | 6 |  |   |
| Data |  | DataEngineer | Lead Data Engineer |  | 5 |  |   |
| Data |  | DataEngineer | Senior Data Engineer |  | 4 |  |   |
| Data |  | DataEngineer | Data Engineer |  | 3 |  |   |
| Data |  | DataScientist | Head of Data Science  |  | 6 |  |   |
| Data |  | DataEngineer | Senior Data Scientist |  | 3 |  |   |
|  |  | …. |  |  |  |  |  |

Annex 3 (Expenses Policy)

**FOR OUTCOME BASED SUPPLY CONTRACTS**

1. The Supplier must adhere to the **overarching principles**, asset out below.
* **Travel should be for essential business reasons only.** Suppliers shall work to minimise the costs of travel.
* **Travel should consider environmental impact.** The Buyer has a responsibility to meet obligations to reduce carbon emissions and business travel itself and in its supply chain under the Greening Government Commitment Policy, and therefore does not encourage unnecessary travel. In order to reduce the environmental impact of travel, every attempt should be made to identify options to eliminate the need to travel, for example using new technologies to communicate. Regular travel should always be challenged as part of good practice;
* The **lowest cost option** for travelling should be the default. Suppliers are encouraged to use public transport wherever possible. Suppliers are also expected to use the most economical means of public transport on every occasion, including travelling outside of peak times where practical. The purchase of advance tickets is expected in all but exceptional cases;
* **First class** travel is **not permitted and will not be reimbursed**, regardless as to whether the cost of such is lower than alternative options, except when an individual has a disability as set out in the Business Travel and Expenses Procedure;
* All travel bookings and expense claims for reimbursement must have **clear business justification**.
* Suppliers shall claim compensation (for late or delayed travel for example), on behalf of the Buyer.
* The Buyer will only reimburse expenses which are **in excess of the normal commuting and day to day costs** of the individual. Whilst journeys may begin from home, Suppliers will be required to take account of the above when making claims.
1. Reporting and Audit Suppliers are required to maintain a full itemised index of expenses, and detail the named personnel, reference, and work to which is relates, and sufficient evidence to show the principles have been considered and are met in each case, and provide copies on request at any time by the Buyer. Failure to provide the same will mean the expenses may not be recoverable. Suppliers shall maintain such records for review by the Buyer (and its auditors, HMRC, DHSC and any other central government entity) for the duration of the Call-Off Contract and for a period of 6 years from expiry or termination of the same.
2. Limitations and Exclusions Any reimbursement of expenses is subject to the following exclusions and limits:
	1. No expenses shall be chargeable for any Deliverables provided on a Fixed Price basis.
	2. Expenses shall only be chargeable for Deliverables charged on a Capped Time and Materials basis where the Call-Off Contract explicitly specifies both:
		1. that expenses are chargeable; and
		2. the total maximum capped amount for the expenses under the Call Off-Contract.
	3. If expenses are chargeable, they will only be chargeable up to the stated capped amount. If no capped amount is stated in the Call-Off Contract, then the capped amount shall be interpreted as zero and no expenses shall apply.
	4. Any claim for reimbursement of expenses must be submitted no later than monthly in arrears.
	5. No expenses shall be reimbursed for Suppliers working from their normal place of business (in any location) or their home.
	6. Suppliers shall be required to provide evidence of all expenses incurred on the submission of any invoice for the same. Any claims for expenses must be submitted with evidence (copies of VAT receipts).
3. Unless otherwise explicitly agreed under such Call-Off Contract as a variation of the application of this policy, there is no reimbursement of expenses for travel to any of the Buyer’s main offices.
4. Subject to the above, only the following categories of expenses would be reimbursable. Where expenses are chargeable, such expense claims must also meet the following criteria:

|   **Expenditure** **Type** | **Key Points** |
| --- | --- |
| **TRAVEL** |
| **Car Parking** | The Buyer will reimburse necessary and reasonable parking costs only.  |
| **Mileage** | **There are no mileage expenses payable for delivery of services from the Buyer’s main offices, and Supplier’s main sites, as listed for delivery of the services.**If the Supplier travels to another place, other than their identified place of work, in order to perform their duties and go there straight from their home or return direct to their home after such a visit, the claim for mileage costs, should be for the lesser of: a) the mileage expenses actually travelled, andb) the expenses, which would have been incurred if the journey had started and finished at the normal place of work.If the personal circumstances and location of a particular individual lead to claims becoming excessive, the Buyer reserves the right to review and amend such claims as appropriate.The mileage reimbursement rate is 56p per mile unless agreed otherwise in advance between the Supplier and the Buyer.  |
| **Taxis** **Tolls &****Congestion****Charges** | Taxi - used where own/company car use is impractical or hire car is not available.Unavoidable road tolls and congestion charges. For example, Severn Bridge Toll, London Congestion Charge |
| **Travel****(Public****Transport)** | **Flights will not be reimbursed at any time unless specifically agreed in writing advance with the Buyer.**Trains or buses used in the course of business travel.Rail travel shall be considered when:- Train fare is less expensive than car travel- Door-to-door transit time is improved, or comparable to car travel- Driving presents an inconvenience or business risk (i.e. traffic)All rail travel, including travel by Eurostar, must be economy or standard class (unless agreed otherwise in advance in writing by the Buyer).**First class train fare will not be reimbursed.**In order to reduce costs, where possible, rail bookings should be made more than seven (7) days in advance.The lowest available rail fare offered should be accepted and advantage taken of any restricted fares offered where possible. |
| **ACCOMMODATION** |
| **Hotels** | Hotel rates are limited by the Buyer to £100 including breakfast, per day, outside of London and £150 including breakfast, per day, within the M25.If an individual cannot find a hotel within these rates then the identified rate will be used as a cap on the actual invoice value and any amount above this will not be charged to the Buyer.  |
| **MEALS & SUBSISTENCE** |
| **Meals** | Cost of meals will only be reimbursed if overnight solely on the Buyer business, or where pre-6am morning / post 9pm late evening travel is required (see Qualifying Trips below).A daily limit of £20 per day applies.On qualifying dates, the Buyer will reimburse for breakfast, lunch and/or dinner up to the total daily limit.**Qualifying Trips**Meals may be reimbursed only when Suppliers:- are required to stay away from home overnight whilst solely on the Buyer business, or- are working away from their main office base for a single day, and either leave home before 06:00 or return home after 21:00. |
| **OTHER BILLABLE EXPENSES** |
| **Personal****Overnight Incidental****Expenses*****“Daily******Allowance”*** | **No Personal Overnight Incidental Expenses will apply where the individual is providing services for one day only and/or not staying overnight.**The Buyer will reimburse personal incidental expenses incurred as a result of an overnight stay away from home, where such expenses are incurred directly as a result of business travel for the Buyer service only.Claims are subject to daily limits set by HM Revenue and Customs (currently up to £4.25 per day for overnight stays within the UK).**The following items may be reimbursed where reasonable:**- drinks other than with meals (but not alcohol).- laundry services (only for stays away from home of 5 consecutive nights or more) where work is performed solely for the Buyer.**The Buyer will not reimburse for:**- personal calls- incidental food and beverage items (e.g. snacks, coffees) taken during the day (other than as Meals)- newspapers, magazines- in-room movies- personal travel items (such as luggage or clothing)- toiletries- stationery  |
| **Hotel Internet****Calls** | Itemised on the hotel bill for internet access and strictly Buyer business use only. Such use for Buyer business must be proven.This may only be reimbursed up to a cap of £5/day.  |
| **NON BILLABLE ITEMS**For the avoidance of doubt, the following items are not chargeable. |
| **Telecommunications, mobiles** | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| **VISAs, Permission to work permits, etc.** | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| **Security Accreditation** | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| **Office space, facilities** | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| **Costs of relocation of any kind from other jurisdictions** | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| **Laptops for Suppliers** | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. Please note Suppliers are responsible for the additional incremental costs of any security software required to access the Buyer’s network. |