**Call-Off Schedule 25 (Billable Works and Projects)**

1. **Introduction**
   1. This schedule prescribes the procedure, calculations and rates to be used by the Buyer and Supplier when assessing the Charges for Billable Works and Projects.
   2. For the avoidance of doubt, nothing in this Schedule shall give the Supplier exclusive rights over Billable Works and Projects and the Buyer shall not be required to order Billable Works or Projects from the Supplier, and shall be entitled to order Billable Works and Projects from other Suppliers.
   3. The Buyer reserves the right to vary or amend this Schedule as part of a Call Off Award Procedure
2. **Billable Works**
   1. The Billable Works Management Uplift Percentage shall be applied against the cost of the Billable Works.
   2. The Billable Works Management Uplift Percentage shall include the costs of:
      1. processing and managing the quotation/tenders within each tier as per the Buyer’s process;
      2. management of Billable Works;
      3. management of subcontractors (where applicable); and
      4. day to day administration.
   3. The Billable Works Management Uplift Percentage shall not be applied to any service delivery costs which are expected to be included in the pricing of the Billable Works.
   4. All Billable Works shall be authorised in accordance with the Billable Works and Approvals Process. The Buyer may at its discretion require Billable Works to be:
      1. managed and executed by the Supplier;
      2. managed by a third party nominated by the Buyer and executed by the Supplier;
      3. managed by the Supplier and executed by any third party nominated by the Buyer.
   5. Any estimate/quotation for Billable Works shall break down the costs into the categories below:
      1. labour;
      2. materials;
      3. such other applicable cost categories as the Buyer may notify to the Supplier from time to time;
      4. relevant Billable Works Management Uplift Percentage (which includes Overhead); and
      5. profit.
   6. Where Billable Works are delivered directly via the Supplier’s appointed Subcontractor the estimate/quotation shall breakdown the cost categories as per 2.5.1 – 2.5.5 and shall also include:
      1. Subcontractor name
      2. Subcontractor total cost (including Subcontractor’s profit and overhead)
   7. The application of the Billable Works Management Uplift Percentage and Profit percentages shall be as follows:
      1. Calculate sum total of costs defined in paragraph 2.5.1 – 2.5.4
      2. Apply Billable Works Management Uplift Percentage as per 2.5.4
      3. Apply profit as per 2.5.5
3. **Quotations and Tenders for Billable Works**
   1. Where the Buyer gives instructions to the Supplier to manage and/or execute Billable Works according to the estimated value ranges, unless otherwise stated at Call Off within the Order Form:
      1. Tier One Billable Works shall be managed and executed by the Supplier. Where the Billable Works are to be delivered directly by the Supplier, the Supplier shall provide an estimate of costs in accordance with the rates set out in Call Off Schedule 5 (Pricing Details) or other schedule of rates as requested by the Buyer at Call Off. Where Billable Works are to be undertaken by other Supplier appointed third parties, the Supplier shall provide at least [one] written quotation. The Supplier shall not commence any Tier One Billable Works until approval has been granted by the Buyer to proceed to completion.
      2. Tier Two Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall obtain at least [three] written quotations. The Supplier shall not commence any Tier Two Billable Works until approval has been granted by the Buyer to proceed to completion.
      3. Tier Three Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall obtain at least [three] formal tenders under the defined procurement process as agreed between the Supplier and the Buyer from time to time. The Supplier shall not commence any Tier Three Billable Works until approval has been granted by the Buyer to proceed to completion.
      4. Tier Four Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall obtain at least [five] formal tenders under the Supplier’s defined procurement process. The Supplier shall not commence any Tier Four Billable Works until approval has been granted by the Buyer to proceed to completion.
      5. Where the Buyer allows the Supplier to both manage the tender process and tender for the Billable Works, the Supplier shall ensure appropriate Ethical Wall arrangements are in place to prevent conflicts of interest and that the Public Contract Regulations (2015) are adhered to.
      6. The terms and conditions for Billable Works will be as per those in the PSC unless otherwise specified by the Buyer under their defined procurement process.
   2. The Supplier shall seek prior written approval from the Buyer prior to proceeding to provide any Billable Works with the exception of:
      1. Billable Works up to the value specified in the Order Form (Billable Works not requiring approval); or
      2. Billable Works required as a consequence of a Business Critical Event,

and the Buyer shall not unreasonably withhold approval to the costs associated with such Billable Works; however the Supplier shall retrospectively commence the relevant approval process set out in paragraph 3.1 by the next Working Day and complete such process as soon as reasonably practicable.

* 1. Where Billable Works arise as a result of any:
     1. Works that are Small Works; or
     2. Works arising from Planned Maintenance

the Billable Works shall not proceed until an instruction is received from the Buyer in writing or via the Service Management Platform or Computer Aided Facilities Management (CAFM) System.

* 1. Quotations for Billable Works may include the Billable Works Management Uplift Percentage (if applicable) as per the rates submitted in the Pricing Matrix.
  2. If Billable Works are aborted by the Buyer prior to completion, any claim for costs up to the point of it being aborted shall be limited to costs actually, reasonably and properly incurred and they shall be evidenced as part of any quote for the Buyer to consider.
     1. On receipt of the Supplier’s breakdown and evidence, the Buyer shall either:
        1. Notify the Supplier in writing of acceptance of the costs;
        2. Request further information/evidence; and/or
        3. Request a meeting to discuss/clarify the evidence provided.
  3. Where the costs are agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing and confirm the costs are to apply.
  4. In the event that the Parties are unable to agree the costs the Parties shall follow the Dispute Resolution Procedure.

1. **Not used**
2. **General Projects**
   1. If the Buyer decides at its sole discretion that the scope of any Billable Works are such that they require a defined management approach, this will be deemed to be a General Project and not a Billable Work and the management approach will be defined by the Buyer at Further Competition
   2. The Supplier shall provide evidence of the resource allocation required to provide any Project at the time of quotation or tender and such associated costs must be agreed as acceptable by the Buyer prior to any Works which are part of a Project commencing.
   3. If the Buyer aborts General Projects at any stage, the Supplier may provide a full breakdown and evidence of the resource allocation utilised and associated costs to date on notification of the Buyer. Such associated costs must be agreed as acceptable by the Buyer prior to raising the invoice
      1. On receipt of the Suppliers breakdown and evidence, the Buyer shall either:
         1. Notify the Supplier in writing of acceptance of the costs;
         2. Request further information/evidence; and/or
         3. Request a meeting to discuss/clarify the evidence provided.
      2. Where the costs are agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing and confirm the costs are to apply.
      3. In the event that the Parties are unable to agree the costs the Parties shall follow the Dispute Resolution Procedure.