



Defence
Infrastructure
Organisation

Call-Off Schedule 15

Contract Management

Built Estate

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CALL-OFF SCHEDULE 15

CONTRACT MANAGEMENT

1. MANAGEMENT OF THE DELIVERABLES

- 1.1 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 1.2 The Supplier shall appoint a Supplier Contract Manager to oversee the operation of the Call-Off Contract.

2. CONTRACT MANAGEMENT MECHANISMS

- 2.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 2.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 2.2.1 the identification and management of risks, as per Call-Off Schedule 32 (Risk Management);
 - 2.2.2 the identification and management of issues; and
 - 2.2.3 monitoring and controlling project plans (including but not limited to Mobilisation Plan, Test Plan, Rectification Plan, Security Management Plan, Continuous Improvement Plan and Health and Safety Plan).

3. SUPPLIER CONTRACT MANAGER'S RESPONSIBILITIES

- 3.1 The Supplier Contract Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to temporarily delegate his/her position to another person within the Supplier's team but must seek the Buyer's consent, which shall not unreasonably withheld, before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position him/herself; and
 - 3.1.4 replaced only after the Buyer has received notification and agreed the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier Contract Manager in regard to the Contract and it will be the Supplier Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. REPORTS

- 4.1 A Report shall contain management and performance information that is provided by a suitably qualified person. It may be in the form of, but not be limited to the following, according to circumstance and Good Industry Practice:
- 4.1.1 Written & electronic documents
 - 4.1.2 Plans
 - 4.1.3 Meeting minutes
 - 4.1.4 Surveys
 - 4.1.5 Audits
- 4.2 The Supplier shall provide to the Buyer corporate management information Reports, contract performance Reports and local performance Reports to demonstrate the delivery of Services and Deliverables against the Contract, as detailed in Annex A.
- 4.3 Reports required for governance meetings (as per paragraph 6 of this Schedule) shall be provided to the Buyer no later than five (5) Working Days in advance of the scheduled meeting, unless otherwise agreed with the Buyer.
- 4.4 Progress Reports shall be provided to the Buyer monthly and shall detail as a minimum:
- 4.4.1 Progress with the achievement of the Deliverables including Billable Works;
 - 4.4.2 Risks (including both threats and opportunities) and Issues with corresponding responses and actions as appropriate;
 - 4.4.3 Any other information specified in the Contract;
 - 4.4.4 Any other information reasonably requested by the Buyer.
- 4.5 The Supplier shall upon request of the Buyer provide ad hoc reports within a mutually agreed time frame.

5. GOVERNANCE AND MEETINGS

- 5.1 The Supplier's Contract Manager shall attend a monthly progress meeting, held by the Buyer, to review any aspects of the delivery of the Contract that the Buyer deems appropriate.
- 5.2 Governance meetings for the management of the Deliverables and Services are illustrated in Figure 15.1. The Supplier shall be required to attend and support each meeting by sending representatives that are suitably informed, qualified and empowered to respond to the agenda items.

- 5.3 In addition to the FDIS governance meetings in Figure 15.1, the supplier will be required to attend other meetings that enable the effective operation of the estate including but not limited to the meetings at Annex B.
- 5.4 Unless otherwise agreed with the Buyer, the Supplier shall be responsible for making a record of the discussions and decisions of the meeting.
- 5.5 Any additional meetings shall be at no cost to the Buyer.

6. QUALITY MANAGEMENT

- 6.1 The Supplier shall, by In Service Date: implement, operate and maintain a third-party ISO 9001 registered Contract Quality Management System (QMS) to be held on the CAFM System. The registration body used by the Supplier shall be accredited by the UK Accreditation Services (UKAS).
- 6.2 Certification
 - 6.2.1 The Supplier shall have full certification for the Contract activities prior to In Service Date.
 - 6.2.2 The Supplier shall obtain the agreement of the Buyer prior to implementing any changes to the scope of certification.
 - 6.2.3 Audit reports shall be stored on the CAFM System.
 - 6.2.4 The Supplier shall ensure that all aspects of the QMS complies with ISO 9001 and the requirements of the latest Editions of Allied Quality Assurance Publications (AQAP), and they shall be used to control all work carried out by the Supplier, its workforce and its supply chain. If there is a conflict, then ISO 9001 shall take precedence over AQAP.
 - 6.2.5 The Supplier shall monitor and undertake quality audits to maintain its QMS and shall report on these to the Buyer. The Buyer is to be invited to attend the Supplier's quality audits and will attend at its discretion.
 - 6.2.6 The Supplier shall extend their QMS to capture any consortium or joint venture partners or supply chain members working on the Contract that are not registered to ISO 9001 and ensure the required standard of service is delivered
 - 6.2.7 The Supplier shall ensure any locally required processes or procedures are agreed by the Buyer to ensure compliance with the requirements of ISO 9001 and AQAP.
- 6.3 The Supplier shall appoint a Contract Quality Manager (CQM), who shall be a Professional member of the Chartered Quality Institute, with at least five (5) years' experience in quality management. The CQM shall, as a minimum:
 - 6.3.1 Ensure that the QMS processes are established, implemented and maintained.
 - 6.3.2 Provide monthly and quarterly management reports to the Buyer on monthly checks and inspections and identify the need for any

- improvements. Quarterly reports shall include a summary of the three months activity including trend analysis.
- 6.3.3 Promote awareness of Buyer requirements and satisfaction throughout the Suppliers organisation.
 - 6.3.4 Maintain a register of the Contract Quality Representatives (CQR) detailing qualifications and the dates and details of refresher training.
 - 6.3.5 Maintain a register of ISO 9001 certification scope and ensure renewals are made on time.
 - 6.3.6 Ensure contractual adherence to the Supplier's offer.
 - 6.3.7 As a minimum 1 CQM per contract or region shall be appointed by the Supplier
- 6.4 The Supplier shall appoint Contract Quality Representatives (CQR) for the Affected Property.
- 6.4.1 The CQR shall be responsible for the installation and management of the QMS processes and procedures, including internal auditing at Affected Property.
 - 6.4.2 The CQR shall have at least five (5) years' facilities management experience and hold an ISO 9001 Lead Assessors Certificate recognised by the Chartered Quality Institute. Staff who have the requisite attributes but lack the Lead Assessor Certificate may be appointed subject to them gaining that qualification within six (6) months of appointment.
 - 6.4.3 The CQR shall be responsible to the CQM for all quality management issues.
- 6.5 The Supplier in conjunction with the Buyer shall train its staff and nominated Buyer personnel on the QMS processes and procedures.
- 6.5.1 The training shall be programmed such that at least half the staff who require training at each office receive their training within three (3) months from ISD. All staff who require the training are to have received their training within six (6) months from ISD.
 - 6.5.2 The Supplier and the Buyer shall collaborate to develop a training programme to the Buyer as part of the Mobilisation Plan including a programme for ongoing refreshment training and new starter training.
 - 6.5.3 The CQR shall provide training on the QMS processes and procedures for all supply chain partners working on site.
 - 6.5.4 The Supplier shall maintain records of training, which shall be made available to the Buyer on the CAFM.
- 6.6 The Supplier shall provide the Buyer with a Quality Plan (QP) for agreement prior to the ISD in accordance with AQAP 2105 and update it annually or when major changes are required.

- 6.6.1 The QP shall take into account that there may be differing requirements at different Establishments and work specific activities. Should this be the case, then an overarching QP shall be produced showing the integration of the Establishments and work specific QPs.
- 6.6.2 When agreed by the Buyer, the QP (and any subsequent revisions that are agreed by the buyer) shall be deemed as incorporated into the Contract. Notwithstanding that the QP will have been seen and agreed by the Buyer, the Supplier shall be solely responsible for the accuracy, suitability and applicability of the QP.
- 6.6.3 In instances where bespoke activities are planned the CQM shall issue, update and control the QP with the approval from the Buyer. The QP shall identify the processes and control necessary to assure the quality of work by supply chain partners for both on and off-site activities.
- 6.6.4 The QP shall clearly describe the documents and records required to manage the Contract and clearly identify how and where they are stored.
- 6.6.5 The Supplier shall provide its quality audit programme(s) to the Buyer as part of their initial mobilisation plan the programme shall show registration body surveillance visits, HQ, independent and local audits. Results of the audits shall be recorded on the CAFM system. All elements of the QP shall be audited at least annually to ensure it meets ISO 9001.
- 6.7 The Supplier shall allow the Buyer to attend third party QMS surveillance visits throughout the period of the Contract. Four (4) weeks prior to any such visit, the Buyer shall be invited to attend as an observer (including opening and closing meetings).
- 6.8 The results of all surveillance visits (as a minimum, audit reports, non-conformities and actions to close-out) by the Third Party shall be made available on the CAFM within one (1) week of receipt by the Supplier.
- 6.9 The Supplier shall carry out such checks (as defined in AQAP-2110) that are necessary to ensure that its supply chain is competent and capable of carrying out the works assigned to it.
 - 6.9.1 All such supply chain assessments shall be stored on the CAFM System and a copy provided to the Buyer within four (4) weeks of completion, to include a record of any non-conformances or areas for improvement with an action plan to address them.
 - 6.9.2 The CQM shall develop and provide a supply chain audit programme to the Buyer. The frequency of audits is to be determined by the volume of work for each supply chain member. As a minimum, audits shall be carried out at least once a year for each discipline and / or each supply chain member.
- 6.10 The CQM shall chair an annual Contract quality management review meeting as described in ISO 9001: 2015 (or current edition) to ensure the

management systems continue to be suitable, adequate and effective for the Contract; and:

6.10.1 As a minimum the Supplier will hold a 6 monthly review and in the first 18-24 months these reviews will be quarterly and to be agreed with the Buyer. The Supplier shall invite the Buyer to attend.

6.10.2 Copies of the minutes of the Contract quality management review meeting shall be issued to the Buyer within five (5) Working Days of the meeting.

6.11 The Supplier, through the QMS and using the CAFM System, shall demonstrate continuous improvement in performance and processes throughout the life of the Contract.

7. CONTRACT COMPLIANCE

7.1 The Supplier shall demonstrate its compliance with the Contract using the processes as outlined in this paragraph.

7.2 The Supplier is to carry out the assurance activities described in the latest edition of Practitioner Guide EM / 02 Estate Management Assurance Regime and the Contract requirements.

7.3 Further to Clause 6, the Buyer may audit any of the Supplier's activities in connection with the delivery of the Contract, at any time and given reasonable notice. The Supplier shall notify the Head of Establishment of these impending audits and assist the Buyers staff in carrying out these audits.

7.4 Independent auditing and reviewing may be required when the results of any auditing or monitoring is disputed by either party.

7.4.1 The Supplier shall make and fund the arrangements for up to five such Independent Audits each year as required by the Buyer.

7.4.2 Independent auditing shall be clearly documented with evidence of mitigation and close out. Developing trends shall be identified to the Buyer.

7.4.3 The Supplier shall provide details of three competent external organisations, acceptable to the Buyer, to carry out the independent auditing.

7.4.4 The Supplier shall provide the criteria for selection of the competent organisations to the Buyer detailing their expertise in the particular area complete with a signed statement of independence confirming that they are not carrying out any other work for the Supplier or supply chain used on this Contract so as to avoid any conflict of interests. The minimum requirement is that the organisation shall be certified to ISO 9001:2015 (or latest version) including an appropriate scope of certification for the activity to be investigated. The Buyer may accept organisations that are not certified however the Supplier shall provide supporting documentation for this exception to be granted.

8. SUPPLIER NON-PERFORMANCE (SUPPLIER NP)

- 8.1 The Supplier Non-Performance (Supplier NP) process shall be used to identify and log all potential or actual Supplier NPs and may act in support of other conditions, including those in Call-Off Schedule 14 (Performance Management).
- 8.1.1 Any Party, including the Supplier and its supply chain, can report a potential Supplier NP and communicate the Supplier NP via the Helpdesk. The Helpdesk will have the ability to recognise and record instances of Supplier NP reported via End Users through customer complaints processes.
- 8.1.2 The Supplier shall refer all Supplier NP that it does not accept as being valid to the Buyer, to discuss and obtain a determination from the Buyer on the validity of the reported Supplier NP.
- 8.1.3 The Supplier shall provide a Supplier NP identification number to the Buyer, maintain a log and make the log available to the Buyer on request and as required by reporting obligations. The Buyer's view on validity and effective corrective action shall take precedence.
- 8.1.4 The Supplier shall conduct a review and carry out trend analysis of all Supplier NP and include in its monthly reports.
- 8.1.5 If agreement cannot be reached on the validity of the Supplier NP, the Supplier shall refer the Buyer to a report containing the details of the Supplier NP and the background to it. The Supplier shall provide the reasons in writing for not accepting the Supplier NP as being valid, to the Buyer, for inclusion in the report.
- 8.1.6 Where the Supplier and the Buyer agree to accept a Supplier NP, the procedures set out in Clause 10.3 (Accepting Supplier Non-Performance) to accept the Supplier NP shall be followed and, when the Supplier NP has been accepted, the Supplier shall update the CAFM System within five (5) Working Days to that effect.
- 8.1.7 The Supplier shall provide a monthly report to the Buyer on Supplier Non-Performances that have been outstanding for more than one (1) month.
- 8.1.8 The Supplier Non-Performance Process Flowchart (Figure 15.2) sets out the process.
- 8.2 Recording Supplier NP and Corrective Actions.
- 8.2.1 The Supplier shall record all instances of Supplier NP communicated to them or identified by them and include them (and all subsequent actions) on the CAFM System and assign a unique Supplier NP identification number. Records of all Supplier NP's will be made available to the Buyer on request.
- 8.2.2 The Supplier shall rectify all Supplier NP and shall cooperate with the Buyer to resolve any disagreements over Supplier NP at the lowest possible level in the management chain.

- 8.2.3 The Supplier shall review all reported Supplier NP, take corrective action on all Supplier Non-Performance that it accepts as being valid and on completion of the corrective action record it on the CAFM System, closing out with agreement with the Buyer.
- 8.2.4 Wherever possible, informal procedures will be used to correct Supplier NP. However, every Supplier NP, even if it is resolved informally, shall be recorded on the CAFM System by the Supplier. Those Supplier NP that had already been corrected at the time of recording on the CAFM System shall be noted to that effect.
- 8.2.5 Where the Supplier does not accept the Supplier NP, the Buyer shall be given the capability to record Supplier NP directly onto the CAFM System. On completion of a data entry, the CAFM System shall automatically advise the Supplier that the Supplier NP has been recorded.
- 8.2.6 The Supplier NP recording system within the CAFM System shall be designed such that only the Buyer is able to close out the Supplier NP that required a determination, as having been resolved.
- 8.2.7 Once the Supplier has corrected a Supplier NP, it shall record the fact on the CAFM System and an email shall be sent to the Buyer within five (5) Working Days, requesting a close out of the Supplier NP.
- 8.2.8 The Buyer shall, within fifteen (15) Working Days of receiving such a request, carry out the necessary checks and either close out the Supplier NP or respond back to the Suppliers staff explaining the reasons as to why the issues are not resolved. If the fifteen (15) Working Days have elapsed without response from the Buyer the Supplier shall send a reminder by email and after a further fifteen (15) Working Days has elapsed without response, the Supplier NP shall be deemed closed and the Buyer shall record this as the reason on the CAFM System.
- 8.2.9 In order to facilitate effective trend analysis, the Buyer requires the Supplier NP data to be recorded on the CAFM System in a manner that will enable full data mining and production of various reports as defined by the Buyer.
- 8.2.10 The details of the data fields that will be required shall be agreed within six (6) months of Contract Award.
- 8.2.11 The Supplier shall ensure the Supplier NP history provides a chronological history describing the sequence of events leading to resolution of the Supplier NP.
- 8.2.12 Once all actions relating to the Supplier NP have been taken and the Supplier NP closed out, the Supplier shall archive completed records relating to that Supplier NP within the CAFM System. The archive shall be in the same format as the Supplier NP data to facilitate the analysis of the data. An index of all archived Supplier NP shall be available on the CAFM System.

8.3 Accepting Supplier NP

8.3.1 The Supplier and the Buyer may each propose to the other that the Service Information should be changed so that a Supplier NP does not have to be corrected. Any such change shall be enacted using the Change Management Process (Schedule 15).

8.3.2 If there are circumstances that could justify doing so, the Supplier may propose to the Buyer that a Supplier NP is accepted, and the corrective action is closed instead of being enacted. The Buyer has complete discretion as to whether to accept the Supplier NP and the closure of an uncompleted corrective action.

8.4 Unresolved corrective actions.

8.4.1 In addition to other remedies available to the buyer if the Supplier does not correct a Supplier NP within the time agreed with the Buyer, the Buyer may assess the cost to the Buyer of having the Supplier NP corrected by other people (including administration costs) and the Supplier shall pay this amount. This clause shall not prejudice the rights of the Buyer in relation to any remedy they are also entitled to under Schedule 14 (Performance Management).

8.4.2 The Supplier shall fully co-operate with a third-party supplier appointed by the Buyer to correct a Supplier NP and also allow them access to the relevant Establishment and Affected Property if it is needed for correcting the Supplier NP.

8.4.3 The Supplier is required to host and manage any third-party supplier rectification team appointed by the Buyer and on the Buyers behalf.

8.5 Rectification Plans

8.5.1 Where a Supplier NP has occurred, the Buyer and Supplier shall consider the cause of it. Where there have been previous instances that could be attributable to the same underlying cause or where circumstances indicate that there could be further instances of the Supplier NP, then in addition to raising and taking a Corrective Action, the Supplier may, on instruction from the Buyer, raise a Rectification Plan.

8.5.2 If there are cost implications from implementing the Rectification Plan, then these are the responsibility of the Supplier. Where those costs are in excess of what would be deemed reasonable under the circumstances, the Supplier can discuss the problem with the Buyer and a collaborative approach to finding an equitable solution shall be taken.

8.5.3 The process for Rectification Plans is described in Figure 15.3:

- (a) The Supplier shall upon receiving an instruction from the Buyer to raise a Rectification Plan, log that plan onto the Rectification Plan register in the CAFM system when raised
- (b) The Rectification Plan shall propose a solution, or a series of solutions to address the perceived underlying cause of the

Supplier NP. Any proposed solution must be agreed with the Buyer before being enacted

- (c) The Supplier shall review the effectiveness of the Rectification Plan and its solution at an appropriate frequency as agreed with the Buyer
- (d) The Supplier shall in agreement with the Buyer update the Rectification Plan register in the CAFM system with the agreed acceptance, partial acceptance or non-acceptance decision made at each review stage

9. FRAUD PREVENTION

- 9.1 Further to Clause 27, the Supplier and its supply chain shall:
 - 9.1.1 Adhere to the Buyer policy on fraud prevention
 - 9.1.2 Have procedures in place to prevent and detect fraud, both within their own organisations and within those with whom they contract
 - 9.1.3 Provide quarterly reports on the above
- 9.2 The Supplier and its supply chain shall provide, maintain and implement anti-fraud measures and provide and maintain detailed information covering the totality of these. As a minimum, these measures shall include:
 - 9.2.1 A statement of commitment to ethical business behaviour.
 - 9.2.2 A fraud policy statement.
 - 9.2.3 A fraud response plan.
- 9.3 The Supplier shall immediately report to the Buyer any act or omission, whether fraudulent, inadvertent or accidental which has resulted or could result in the Buyer being charged for work and/or services which have not been carried out.
- 9.4 The Buyer shall be entitled to terminate the Supplier's employment under this Contract in accordance with Clause 10 (Termination) in the event that the Supplier, any Supplier Related Party, the Guarantor, and/or any other party for whom it is responsible commits an act of fraud or theft.
- 9.5 The Supplier shall immediately notify the Buyer in writing if any investigations are instituted into the affairs of the Supplier, its partners or key managers under the Companies, Financial Services and Markets or Banking Acts and/or in the event that there are any police or Serious Fraud Office enquiries into possible Fraud, any involvement in DTI investigations, and enquiries into the affairs of others or any investigations by the professional or regulatory body of the Supplier which might result in public criticism of the Supplier; and
- 9.6 The Supplier shall fully co-operate and comply with any fraud or theft investigations and enquiries initiated by the Buyer, the Defence Fraud Unit, the National Audit Office, the police, or any other organisation identified by the Buyer and/or any organisation acting on behalf of them.

- 9.7 The Buyer will be entitled to set-off, deduct, abate or recover as a debt against the Supplier all monies and losses howsoever arising in connection with or sustained as a consequence of Fraud including all associated investigation costs.
- 9.8 Any Fraud related actions may be brought by the Buyer or such other appropriate body by civil or criminal proceedings. Such proceedings will be brought in the English courts unless the Parties otherwise agree.

10. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 10.1 Further to Clause 27, the Supplier shall not do, and warrants that in entering the Contract it has not done, any of the following:
- 10.1.1 offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward:
- (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
- 10.1.2 enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment there of have been disclosed in writing to the Buyer.
- 10.2 If the Supplier, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Supplier in relation to this Contract or any other contract with the Crown, the Buyer shall be entitled:
- 10.2.1 to terminate the Contract and recover from the Supplier the amount of any loss resulting from the termination;
- 10.2.2 to recover from the Supplier the amount or value of any such gift, consideration or commission; and
- 10.2.3 to recover from the Supplier any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- 10.3 In exercising its rights or remedies under this paragraph 12 of this Schedule, the Buyer shall:
- 10.3.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the Prohibited Act or committing of any offence under the Bribery Act 2010;
- 10.3.2 give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

- 10.3.3 requiring the Supplier to procure the termination of a subcontract where the Prohibited Act or committing of any offence under the Bribery Act 2010 is that of a subcontractor or anyone acting on its or their behalf;
- 10.3.4 requiring the Supplier to procure the dismissal of an employee (whether its own or that of a subcontractor or anyone acting on its behalf) where the Prohibited Act or committing of any offence under the Bribery Act 2010 is that of such employee.
- 10.4 Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Supplier pursuant to this Schedule.

11. CONFLICTS OF INTEREST

- 11.1 Further to Clause 32, the Supplier shall take appropriate steps to ensure that neither the Supplier nor any of the Suppliers personnel is placed in a position where, in the reasonable opinion of the Buyer:
 - 11.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Buyer under the provisions of the Contract; or
 - 11.1.2 the behaviour of the Supplier or the Supplier's personnel is not in the Buyer's best interest or might adversely affect the Buyer's reputation.
- 11.2 The Supplier as soon as reasonably practicable must disclose to the Buyer full particulars of any behaviour which might give rise to an actual or potential conflict.
- 11.3 The Buyer may terminate all or part of the Supplier's employment under the Contract and/or take such other steps it deems necessary where, in the reasonable opinion of the Buyer, there is or may be an actual conflict or potential conflict, between the financial or personal interests of the Supplier or the Supplier's personnel and the duties owed to the Buyer under the provisions of the contract. the actions of the Buyer pursuant to this clause do not prejudice or affect any right of action or remedy which has accrued or will accrue to the Buyer.
- 11.4 In exercising its rights or remedies under this paragraph 11, the Buyer will:
 - 11.4.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the nature of the interests that is or may be an actual conflict or potential conflict;
 - 11.4.2 give all due consideration, where appropriate, to action other than termination of the contract, including (without being limited to):
 - 11.4.3 requiring the Supplier to procure the termination of the interest or activity that is or may be an actual conflict or potential conflict (including, but not limited to, terminating any relevant sub-contractor or procuring the dismissal of any relevant employee);

11.4.4 requiring the Supplier to put in place appropriate and reasonable procedures (including, but not limited to, ethical walls) for the purposes of managing the interest or activity that is or may be an actual conflict or potential conflict.

12. EARLY WARNINGS

12.1 GENERAL

12.1.1 The Supplier and the Buyer shall each give an early warning (an **“Early Warning”**) by notifying the other as soon as either becomes aware of any matter which could impact upon the time, cost or quality (including quality of works, services and general performance) of providing the contract requirement. This does not absolve either Party from its responsibilities in this Contract.

12.1.2 The process for Early Warnings is described in Figure 15.4

12.1.3 Notification is not required where the matter is already the subject of an existing Variation progressing through the Change Management Process.

12.1.4 The Supplier shall make provision for dealing with Early Warnings that require urgent / prompt action outside the framework of pre-planned meetings. Early Warnings will, in most instances, be dealt with at the regular pre-planned meetings at the site, area or Regional level that is most appropriate to each specific Early Warning.

12.1.5 The Supplier is required to manage the Early Warnings’ process on behalf of the Buyer, and this shall include the maintenance of up to date records of Early Warnings. The Supplier shall use the CAFM System as the tool for achieving this requirement. All Early Warnings shall be recorded on the CAFM System by the Supplier.

12.1.6 Both parties are required to inform the other at the earliest possible convenience after identifying an Early Warning matter.

12.1.7 The Supplier and the Buyer will discuss and aim to resolve all Early Warnings at the lowest possible levels of the business. The Buyer and Supplier will work collaboratively together to mitigate and resolve Early Warning matters, issues and impacts. Early Warnings that need to be escalated, should be escalated to the next appropriate level in the business in accordance with the contract’s governance structure as per paragraph 5.

12.2 EARLY WARNINGS ORIGINATING FROM THE SUPPLIER

12.2.1 In addition to, at the earliest opportunity, recording the Early Warning on the CAFM system, the Supplier shall, as soon as possible, notify by email the Buyer Representative most appropriate to that specific Early Warning.

12.2.2 In cases of doubt as to where the Early Warning should be directed, the Supplier shall discuss it with the Buyer, agree the solution and notify the Early Warning to the appropriate Buyer’s representative.

Such agreements will become precedents for future similar Early Warnings.

12.3 EARLY WARNINGS ORIGINATING FROM THE BUYER

12.3.1 The Buyer will notify Early Warnings to the Supplier for recording on the CAFM System. The Supplier shall set up procedures to ensure that these are notified to the appropriate person within its management chain.

12.3.2 The Supplier shall appoint representatives authorised to receive Early Warnings for each Establishment.

12.4 EARLY WARNING RECORDS

12.4.1 The Supplier shall keep records of all Early Warnings and carry out all Early Warning administrative tasks, as described below, on behalf of the Buyer using the CAFM System.

12.4.2 The records of all Early Warnings issued under the Contract shall include:

- (a) Unique identifier (Early Warning reference number)
- (b) Name and position of originator including dates on which the Early Warning was identified and issued
- (c) Relevant details surrounding the Early Warning such as for example background, circumstances, cause, geographical impact, contractual impact, estimated (or actual if known) financial impact, the timeframe in which the possible impact might occur
- (d) Dates of any meetings or discussions held to discuss that Early Warning
- (e) The name of the person currently holding the action relating to the Early Warning.
- (f) The options considered for mitigation of the Early Warning impact and action taken
- (g) Risk Registers that were updated in connection with the Early Warning.
- (h) Any other information deemed necessary by the Buyer for effective management of Early Warnings.

12.4.3 The CAFM System shall be the sole repository of all records relating to Early Warnings. Any information not held on the CAFM System will not be accepted as valid unless the Buyer agrees to accept it as being valid. There is a requirement to produce various reports from these records and for this reason the records shall be held in a format that allows interrogation and data mining.

12.4.4 Only the Buyer can provide the authority for an Early Warning to be closed or provide the verification that an Early Warning is completed and as a consequence can be closed. Once all actions or mitigation

relating to an Early Warning is complete, the records have been updated and the Buyer has instructed that the Early Warning is closed, the supplier will archive the Early Warning record but ensure that archived records are still accessible to the Buyer. An index of all archived Early Warnings shall be available on the CAFM System to facilitate the recovery and review of such data.

13. RECOMPENSE REQUESTS

- 13.1 A Recompense Request can be made by either Party to the other if an event or circumstance occurs during the course of the Contract which gives rise to that Party incurring an additional cost that is not already compensated for under the Contract and for which both Parties agree it should be remunerated (a **“Recompense Event”**).
- 13.2 If a Recompense Event occurs and the relevant Party wishes to seek relief, it shall follow the process set out in this paragraph 13 (the **“Recompense Request Process”**).
- 13.3 The Recompense Request Process shall not be used as an alternative to the Variation Procedure or Change Management Process.
- 13.4 The Recompense Request Process is described in Figure 15.5.
- 13.5 If a Recompense Event occurs and the relevant Party wishes to seek relief, it shall submit to the other a Recompense Request and must do so as soon as possible after the costs that it is seeking to reclaim have been incurred. If the relevant Party seeking relief does not issue a Recompense Request within eight weeks of becoming aware of the Recompense Event, it is not entitled to issue a Recompense Request.
- 13.6 The Recompense Request shall include the information set out in paragraph 13.10.
- 13.7 The Buyer and the Supplier shall each, if it becomes aware of something that could lead to a possible Recompense Request, in every case follow the Early Warning (paragraph 12) process and mitigate costs. If the Party making the Recompense Request does not follow the Early Warning Process and give an Early Warning of a Recompense Event and mitigate costs, the Recompense Event shall be assessed as if an Early Warning had been given and the receiving party can request that an alternative quote is provided for settling the Recompense Request based on the costs that should have been reasonably incurred, if these are less than the costs that were incurred.
- 13.8 The parties will agree jointly if that Recompense Request is valid and (as a second stage in the process) will agree jointly how much money is to be paid. Grounds for deeming the Recompense Request to be invalid may include but are not limited to the following:
 - 13.8.1 it arose by reason of any act, omission, breach or default by the originating party or any Party Related to the originator for example (but not limited to) not following their quality management system or other contractual obligations or processes;

- 13.8.2 the Party seeking relief does not demonstrate to the other Party's reasonable satisfaction that the event that gave rise to the Recompense Request has occurred or that it has occurred as detailed in the Recompense Request. As an illustration of what could be provided to evidence facts, evidence could include emails, witness testimonials, records or logs such as guardroom, work;
- 13.8.3 the Party seeking relief does not demonstrate to the other Party's reasonable satisfaction that the event that gave rise to the Recompense Request caused the Party to incur additional quantifiable costs that have actually been incurred and that can be evidenced. As an illustration of what could be provided to evidence costs, evidence could include things such as third-party invoices, receipts for purchases that would not otherwise have been necessary or Supplier and Supplier Staff invoices;
- 13.8.4 the effects of the event that gave rise to the Recompense Request and the additional costs sought by the Party making the Recompense Request have not been avoided or duly mitigated by the originating party or the Early Warning process set out in paragraph 12 has not been followed;
- 13.8.5 the costs have been incurred due to a Core Service, risk, Inclusive Repair Threshold, Billable Works or Variation that is already provided for under the Contract; or
- 13.9 The Supplier shall make provision to manage and administer Recompense Request processes through the CAFM System.
- 13.10 The records maintained on the CAFM System shall include full details of each Recompense Request raised. A Recompense Request and the records maintained on the CAFM System shall, as a minimum, contain:
 - 13.10.1 unique Recompense Request reference number;
 - 13.10.2 name and position of originator including date issued;
 - 13.10.3 details relevant to the Recompense Request, including relevant dates and circumstances, names of persons involved, Establishment or location details, Affected Property details, evidence that the Recompense Event has occurred and that it could not have been avoided;
 - 13.10.4 details of any Early Warnings relevant to the request and any mitigation or other action taken;
 - 13.10.5 Firm Price Cost priced in accordance with the costs, reasonably and properly incurred and having already factored in any disallowable costs. A detailed breakdown of that figure and evidence that those costs were in fact incurred; and
 - 13.10.6 any other information deemed necessary by the Buyer for effective management of the Recompense Request.
- 13.11 The Supplier shall submit (or include in) a monthly report to the Buyer setting out details of all Recompense Requests that have not been fully

resolved. The CAFM System shall also have the capability to produce a variety of other Recompense Request related reports to be specified by the Buyer.

14. VARIATION PROCEDURE

The terms set out in this paragraph are to be read in conjunction with the Clause 24. If and to the extent that there is a conflict between this paragraph 14 and Clause 24, this paragraph shall take precedence.

14.1 The Variation Procedure may be used for:

14.1.1 changes to the Order Form or a Contract Schedule; or

14.1.2 the recording and agreement of the annual programme of Non-Core services.

14.2 The Buyer may initiate a Variation at any time by an instruction. If there is a price impact of any such Variation, paragraph 15.10 shall apply.

14.3 Either Party may request a Variation by following the Change Management Process (paragraph 15).

14.4 A Variation is only effective if agreed in writing and signed by duly authorised representatives of both Parties. The written agreement of the Parties will be obtained only by:

14.4.1 a serially numbered Variation letter being issued to the Supplier by the Buyer setting out the Buyer's Variation proposal and the execution by the Supplier of a completed DEFFORM 10B (Contract amendment authorisation); or

14.4.2 the despatch by the Buyer to the Supplier of a serially numbered Variation letter as an unqualified acceptance of a Variation proposal from the Supplier.

14.5 The Supplier shall complete a DEFFORM 10B (Contract amendment authorisation) when requested and the Variation shall come into force when the Supplier has returned to the Buyer a DEFFORM 10B (Contract amendment authorisation).

14.6 All Variations created in accordance with the Variation Procedure must be administered through completion of Joint Schedule 2 (Variation Form) by both Parties.

14.7 Where the scale of change may make it necessary, the Supplier shall either confirm the existing Parent Company Guarantee is relevant or provide a revised Parent Company Guarantee.

14.8 Where an amendment results in a Contract Price change, that price shall be agreed prior to any formal amendments to the Contract.

14.9 Any purported amendment to the terms and conditions of this Contract which does not satisfy the terms of this paragraph 14 (Variation Procedure) will be of no effect.

14.10 The Supplier acknowledges that where a Variation meets the criteria set out in sub-sections (a) to (c) of s.14(5) of the Defence Reform Act 2014 (the

“DFA”), as interpreted in accordance with the Single Source Contract Regulations 2014 (the “**SSC Regulations**”), the Buyer is entitled to request that following the Variation this Contract is to be a “qualifying defence contract” for the purposes of the DFA and that the terms of the DFA and the SSC Regulations apply accordingly.

15. CHANGE MANAGEMENT PROCESS

15.1 The process set out in this paragraph 15 (the “**Change Management Process**”) shall be used to identify, impact assess, manage and control the following categories of Variations which for the purposes of this paragraph 15 shall be known as “Changes”:

15.1.1 Changes to the Contract, which shall be documented, impact assessed and agreed using the Variation Procedure (at paragraph 14); and

15.1.2 Changes to ways of working and requirements that are not embodied in the Contract. Examples of this might include but not be limited to the following:

- (a) changes to agreed Work Orders;
- (b) changes to MOD SFG20;
- (c) major changes to the Buyer’s policy documents;
- (d) changes of Key Personnel, Key Subcontractors; or
- (e) other material changes that the Buyer or Supplier wish to record,

provided in each case that they may be considered as material to the scope of, quality of, cost of, or risk to the Deliverables;

15.1.3 subject to paragraph 15.2, the following changes to the portfolio of Level 1 and Level 2 Assets which make necessary a change in the provision of the Deliverables:

- (a) change of Use;
- (b) change to the Operational Need;
- (c) new buildings or the removal of buildings or sites from the portfolio.

15.2 Extensions and refurbishments to Level 2 Assets shall not be considered under this Change Management Process unless the square meter changes, or accumulation of changes over time, exceed 20% of the original scale of work associated with the Asset.

15.3 Unless exceptionally agreed, the Change Management Process shall not be used to record new Work Orders, Billable Works and the operation of Credits under the Performance Management Mechanism.

15.4 The Supplier shall use a configuration control system to record and control Changes. The configuration control system shall be compatible with the

quality management system or as agreed with the Buyer prior to the In-Service Date.

- 15.5 The Supplier shall record all Changes in the CAFM System, which shall be accessible to the Buyer for undertaking its role in the approval process for such Changes.
- 15.6 The CAFM System shall allow the amendment and resubmission of documents that have been rejected and returned to the Supplier.

Change Requests

- 15.7 If the Buyer requires a Change, it shall provide a Notice ("**Buyer Notice of Change**") to the Supplier. The Buyer Notice of Change shall set out the Change required in sufficient detail to enable the Supplier to conduct an Impact Assessment.
- 15.8 As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Buyer Notice of Change, the Supplier shall deliver to the Buyer a proposal which shall meet the requirements set out in paragraph 15.9 (a "**Change Proposal**").
- 15.9 The Change Proposal shall include:
 - 15.9.1 the details of the impact or effect of the Variation on the Supplier's obligations and costs under the Contract;
 - 15.9.2 the programme for implementing the Change;
 - 15.9.3 whether, in the Supplier's view, this may require a Variation to the Contract; and
 - 15.9.4 such other information as the Buyer may reasonably require.
- 15.10 If there is a price impact of any Change:
 - 15.10.1 wherever possible, this shall be calculated based on the rates and prices in Call-Off Schedule 29 (Rates and Prices), or
 - 15.10.2 Ascertained Costs if there are no applicable rates and prices in Call-Off Schedule 29 (Rates and Prices), or
 - 15.10.3 for existing Billable Works, the quotes, or prices set out in the Work Order; and
 - 15.10.4 the price impact shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.
- 15.11 As soon as reasonably practicable after the Buyer receives a Change Proposal, the Buyer shall:
 - 15.11.1 evaluate the Change Proposal;
 - 15.11.2 where necessary, discuss with the Supplier any issues arising;
 - 15.11.3 following such discussions, the Buyer may modify the Buyer Notice of Change; and
 - 15.11.4 the Supplier shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties

may agree) after receipt of such modification, submit an amended Change Proposal.

15.12 As soon as practicable after the Buyer has evaluated the Change Proposal (amended as necessary) the Buyer shall:

15.12.1 indicate its acceptance of the Change Proposal by issuing a serially numbered amendment letter in accordance with paragraph 14 (Variation Procedure); or

15.12.2 indicate its acceptance of the Change Proposal by issuing a Change Proposal acceptance letter signed by an empowered representative of the Buyer; or

15.12.3 serve a Notice on the Supplier rejecting the Change Proposal and withdrawing (where issued) the Buyer Notice of Change; or

15.12.4 where an amended Change Proposal cannot be agreed, the Buyer may if it chooses to proceed and upon instructing or approving a Change, proceed to determine any price impact of the Change following paragraph 15.10 and any adjustments to the time for provision of the Deliverables. If the Supplier disagrees with the determination made by the Buyer, it shall give notice to the Buyer to that effect within 14 days of receipt of such determination and either Party may refer the matter to the Dispute Resolution Procedure. If the Supplier fails to give such notice it shall be deemed to have accepted the determination made by the Buyer. Unless and until the Parties agree the effect of a Change or such effects are otherwise determined in accordance with the Dispute Resolution Procedure then the Buyer shall, if it wishes the Supplier to proceed with the Change, pay the Supplier in accordance with the Supplier's Change Proposal.

15.13 The Buyer shall not be liable to the Supplier for any additional work undertaken or expense incurred (including but not limited to the cost of preparing the Change Proposal) unless a Change Proposal has been accepted in accordance with Paragraph 15.12.

15.14 If the Supplier wishes to propose a Change, it shall provide a Change Proposal to the Buyer, and the same process as above shall follow.

16. SUPPLIER INTERFACES

16.1 The Buyer has a number of other suppliers who provide services that have interfaces and dependencies with this Contract – Related Suppliers. The Supplier shall collaborate with these Related Suppliers according to Schedule 24 (Collaboration).

16.2 The Supplier shall keep an engagement matrix up to date throughout the duration of the Contract period. This shall set out the key points of contact for the Supplier's organisation and their counterparts in Related Suppliers.

16.3 The Supplier shall make available a copy of the engagement matrix as requested by the Buyer.

16.4 Particular interfaces that the Supplier shall manage are as follows:

16.4.1 Other FDIS Suppliers.

16.4.2 The Buyer's Capital Works Framework contracts, which provide the mechanism for the delivery of capital works projects through regional and national Frameworks. The Supplier shall provide any relevant information to the Framework Suppliers.

16.4.3 The National Housing Prime. All aspects of Service Families Accommodation including grounds and infrastructure for Service Families Accommodation outside the security fence of Establishments is the responsibility of the National Housing Prime (NHP) contractor. Exceptionally for Service Families Accommodation within the security fence of Establishments, the Supplier shall not be responsible for recreational Service Families Accommodation facilities or grass cutting within enclosed Service Families Accommodation gardens.

16.4.4 Soft FM, Multi Activity and Private Finance Initiatives.

16.4.5 Security Services. The Supplier shall employ the services of Security Services Group to install and maintain AC12 Intruder Detection Systems. Security Services Group will undertake the maintenance and repair of specialist physical and electrical security systems.

16.4.6 The Supplier shall liaise with Defence Deer Management regarding local management of deer, or with DIO Deer Operation Manager for policy and or novel issues.

17. CUSTOMER FEEDBACK – COMPLIMENTS AND COMPLAINTS

17.1 Customer feedback provides a useful pointer to overall performance and conduct of the Supplier and the successful achievement of the Deliverables and may provide evidence to support the Performance Mechanism as per Schedule 14 (Performance). The Supplier shall:

17.1.1 Provide a mechanism for the collection and recording of feedback – both compliments and complaints.

17.1.2 Use feedback as part of the evidence to support contract management processes – including the Supplier NP process and the Performance Management Mechanism as defined in Call-Off Schedule 14 (Performance Management).

17.1.3 Summarise feedback and submit it as part of the customer satisfaction process.

ANNEX A. LIST OF CONTRACT MANAGEMENT REPORTS

A.1. The Supplier shall provide as a minimum requirement the following Reports in the timeframe set out:

FDIS Contract Management Reporting Requirements		
Report Name	Reporting Frequency	Reporting Requirement
RIDDOR Report	Monthly	The Supplier shall submit a monthly return for Accidents, Incidents, Dangerous Occurrences and Near Misses to the DIO Chief Environment Safety Officer (CESO), with a copy to the Buyers representative at the same time.
Report of Accident Investigation	Event	The Supplier shall ensure that where any accidents, incidents, dangerous occurrences or near misses have occurred in connection with the application of a recognised permit to work, they shall be investigated as soon as is practicable and a copy of the resulting report sent to the Buyers representative.
Report of Emergency Incident	Event	In the case of an emergency incident, a damage report shall always be produced by the Supplier and provided to the Buyers representative. The report shall include, but not limited to: An investigation in accordance with JSP 375. A record of the damage. Maximum Limit of Liability for the cost of the repair. An assessment of both the cause of the incident and any liability on the part of the Occupant. In the case of loss by fire, the appropriate fire service (MoD or otherwise) should be asked to prepare a report on the incident. The fire report will be carried out at the MOD's cost
Environmental Near Misses	Event	The Supplier shall ensure environmental incidents and near misses associated with the contract delivery are reported to the HoE and Buyers Representative. The Supplier shall work with the Buyers Representative to identify and implement remedial measures or changes to procedures.
Reporting of Accidental and Ozone Emissions	Annual	The Supplier shall ensure data is reported to the Buyers Representative annually on the quantities and accidental emissions of ozone depleting substances and fluorinated greenhouse gases in equipment for which it is responsible.
RD Annual Report	Annual	Produce an annual Regional Delivery report outlining performance against RD working group targets and RD action plans, including identifying ideas for the Buyer to invest in to improve RD

		performance as priorities for the following year. The annual RD report shall include, for each Establishment, recommendations on the most significant initiatives that could be implemented in order to improve energy, waste and water efficiency (complete with costs and payback in terms of financial and energy, waste and water savings).
Report of Finds	Event	The Supplier shall report the find of items such as but not limited to gold, silver objects, coins and archaeological material regardless of value to the Buyers representative in accordance with JSP 362
Report for Excavation - Historic Environment	Event	When undertaking any archaeological excavation as part of any Planning or other condition, the Supplier or their supply chain shall produce a project design for both excavation and post-excavation work including the publication and archiving of a report. DIO Historic Environment advisers shall be consulted on quality, scope and cost of the excavation work
Energy Saving Report	Event	The Supplier shall monitor and report on the effectiveness of energy saving initiatives in progress, tracking cost, timescales, benefit realisation and identifying risks or issues, and works arising from monitoring.
Energy Legislative Reports	Annual	The Supplier shall ensure that the SFA is legislatively compliant on all energy matters. The Supplier shall assist Buyers Representative in reporting energy matters including, but not limited to the following subjects: - Carbon Reduction Commitment energy efficiency scheme (CRC). - EU Emission Trading System (EUETS). - Greening Government Commitment Targets. - MOD Annual energy report with monthly targets & data
Report of Anomalous Energy Consumption	Event	When an element of the MOD estate strays beyond an EMB predetermined energy profile, the EMB shall notify with appropriate detail, the Establishment energy representative regarding unexpected changes in energy use
Monthly Energy Report	Monthly	The EMB shall identify and quantify undue increases in energy consumption, any saving opportunities and provide monthly feedback to the CPOE in the following areas Performance monitoring and targeting of the Affected Property by individual building Asset. Monitoring and reporting on the effectiveness of

		energy saving initiatives, detailing progress, tracking costs, timescales and benefit realisation, identifying risks and issues. Base load demand analysis during “silent hours” operation is undertaken to identify and propose reductions and identify “energy drivers” to develop customised targets for monitoring and targeting based on peer, benchmark and detailed building data.
Energy Initial Survey	Timed	The EMB shall carry out, within 12 months of the In-Service Date, an initial survey covering all the principal Establishments - The output of this survey shall be in a report format identifying all issues which need to be addressed in order to adopt a single approach to data gathering. The report shall include a total AMR solution and alternative solutions with the viability and benefits of each
Energy Annual Survey	Annually	The Supplier shall carry out annual surveys that identify new initiatives and spend to save opportunities
QMS AFI Report	Annually	Provide management reports to the Buyers Representative on the performance of the QMS and identify the need for improvement.
Quality Audit Programme and Audit Reports	Quarterly	The Supplier shall provide its quality audit programme(s). The programme shall show registration body surveillance visits, HQ, independent and local audits. Results of the audits shall be made available to the Buyers Representative within four weeks of completion of the audit. All elements of the QP shall be audited at least annually. The Supplier shall submit to the Buyers Representative a quarterly audit programme one month in advance of the quarter. The Buyers Representative may choose to attend as an observer, any of the audits (including opening and closing meetings) listed in the programme.
Report of QMS Audit	Timed	The results of all audits (audit reports and non-conformities) shall be issued to the Buyers Representative within 4 weeks of the audit for inclusion, as required, on the IS as described in the Supplier Non-Performance.
Contract Management Review Mtg Minutes	Timed	Copies of the minutes of the Contract Management review meeting and the corporate management review meeting shall be issued to the Buyers Representative within two weeks of the meeting.
Performance Reports	Monthly	The Supplier shall provide, on a monthly basis, corporate management information reports for the

		Buyer, Contract performance reports for the Buyers and local performance reports for the Buyers to demonstrate service delivery. The reports for the Buyer shall be produced and issued five working days before the scheduled monthly progress meeting.
Local Progress Meeting Minutes	Timed	The Supplier shall produce and distribute the agreed minutes of the progress meetings in the specified format within five working days.
Buyers Representative Monthly Contract Meeting Minutes	Timed	The Supplier shall produce and distribute the agreed minutes of the progress meetings in the specified format within five working days.
Performance Reports	Quarterly	The Supplier shall record and make available Performance Management information in line with Schedule 14-part B requirements for monitoring service delivery and providing assurance to the Buyers that the performance indicators are being met. This includes provision of reports for discussion at periodic progress meetings. The Supplier shall provide reports as set out in Schedule 15. The reports for the Buyers shall be produced and issued [10] working days before the scheduled monthly progress meeting. (Note - the format for Performance Reports, and the Dashboard, are to be agreed)
Statutory and Mandatory Compliance Statement	Monthly	The Supplier shall provide a monthly statement confirming successful completion of the programme of statutory and mandatory test and inspections, signed off by the Supplier thereby assuring compliance across the estate for the previous month, with an exception report (if applicable) stating how the situation will be / has been rectified.
Statutory and Mandatory Exception Report	Monthly	The exception report shall contain a list of Level 2 Assets, where the Level 2 Asset, or its component parts, that failed statutory or mandatory tests and inspections complete with details and timeframes for costed remedial action for repairs both below and above the IRT. The list shall also include the date reported to the Buyers, plus the date that the Level 2 Asset, or its component parts, was taken out of service (if applicable). The list shall be cumulative, month-on-month, to give a true representation of any failure or defect and include the date of when an Asset, or its component parts, is restored to full working condition and brought

		back into service. The report shall also include any mitigating action taken.
Statutory and Mandatory Repairs Statements	Monthly	The Supplier shall provide a monthly statement confirming successful completion of repairs resulting from failures identified during statutory and mandatory test and inspections with an exception report (if applicable) stating how the situation will be / has been rectified.
Establishment Specific Task Schedule	Request	The Service Register shall contain a summary of the services required by Statutory and Mandatory Preventative Maintenance tasks described. The Establishment Specific Task Schedule comprises a twelve-month view of the individual tasks by Establishment.
Air Operating Surfaces Inspection Report	Monthly	The Supplier shall carry out all roles and responsibilities in accordance with the mandatory requirements in Practitioner Guide PG 06/11 - Inspections of Airfield Pavements in relation to all Air Operating Surfaces in the Affected Property. All costs involved in undertaking the monthly inspection, Pavement Classification Index (PCI) update and report and annual report as detailed in the PG are included within the scope of the contract and shall not be subject to the limitations of the IRT
Air Operating Surfaces Annual Report	Annual	The Supplier shall carry out all roles and responsibilities in accordance with the mandatory requirements in Practitioner Guide PG 06/11 - Inspections of Airfield Pavements in relation to all Air Operating Surfaces in the Affected Property. All costs involved in undertaking the monthly inspection, Pavement Classification Index (PCI) update and report and annual report as detailed in the PG are included within the scope of the contract and shall not be subject to the limitations of the IRT
Abnormal Weather	Annual	The Supplier shall record and report annually to the Buyer when reactive maintenance has been triggered by abnormal weather events, so the Buyer can monitor such events. Records shall include weather conditions, damage resulting and costs.
Report of Missed Appointment	Event	If the occupant does not attend the second appointment the task shall be closed, and the occupant advised in writing of the situation and asked to report the fault again. The Supplier shall provide a monthly report to the Buyer. Records regarding the abortive appointments shall be

		included in the IS. Abortive appointments shall not be included in the Reactive Maintenance compliance reports.
SFA Reactive Maintenance Report	Monthly	The Supplier shall record all relevant information relating to Reactive Maintenance on the IS and produce a monthly report for the Buyer, broken down by individual per SFA, housing estate, Housing Area, housing region, country and for the whole contract and be also broken down by time (month and year), including, but not limited to: The number, type of work / trade and value of responses. Reactive Maintenance compliance targets. Appointment data, including data on first time fix appointments, number of visits it takes to fix a fault and missed appointment information. Time relief information. Damage information. See also below
Response Maintenance Exception Report	Monthly	EXCEPTION REPORT - Repairs (restore functionality) for reactive maintenance tasks where the response category is Critical with a target completion date in the reporting period - report of those tasks not completed within contracted timelines, the reasons why, what action is required to complete and when will be complete / has been completed
Percentage of response maintenance works delivered to agreed service level repair timescales	Monthly	Number of repairs (permanent or temporary resolution) achieved within contractual timeframes for reactive maintenance tasks against total number of reactive maintenance tasks with a target completion date in the reporting period - to be detailed by each response category. To also show separately for each response category the restore functionality completion statistics and the permanent resolution statistics - statistic to be shown as both numbers of tasks and percentages achieved within contractual timeframes against total number of tasks
Emergency Exception Report	Monthly	The individual instances of reactive maintenance tasks where the response category is Emergency, detailing action taken to make safe. Exception report summarising tasks not achieved on time. A subsequent exception report in each following month till all tasks complete.
Report on Wilful Estate Damage	Event	When Wilful Estate Damage is suspected, the Supplier shall make safe and report the incident to the Buyer. If the Buyer agrees with the Supplier's assessment that the cause is Wilful Estate Damage, the Buyer becomes liable for the total cost of the task and the IRT will not apply. The

		task shall then be treated as an additional service under Billable Works.
Report of Playground Damage	Event	All children's Play Areas as detailed on the drawings shall be given particular attention and inspected on a daily basis. The area shall be kept clear of all paper and debris of any kind, particular attention being given to items of a hazardous nature e.g. glass, dog faeces, chewing gum etc. All hardstanding areas shall be swept on a minimum of a weekly basis and all arisings removed off-site. All barked, wood chipped, or sand filled areas shall be maintained to a minimum depth of at least 300mm with approved material. Any damaged or broken equipment shall be reported immediately, in writing to the Service Manager.
Report of Tree Inspection	Annual	All trees are to be inspected annually and an Arboriculture Survey and report is to be undertaken once every 5 years, in accordance with BS 3998. All recommended health and safety works are to be carried out immediately. All works which are not health and safety related are to be carried out on each tree subject to the contracted funding limits.
Report of Storm Damage - Trees	Event	Storm Damage. Upon request, all trees in a specified area are to be inspected for storm damage presenting a Health and Safety risk to the public or users of the estate. Findings to be presented in a factual report with prioritised recommendations. Any emergency works to be notified to the Authority immediately upon discovery.
Head of Establishment Annual Report	Annual	The Supplier shall provide an annual report to the HoE that includes works completed in year, statutory condition, Reactive Maintenance performance, changes to condition and use, per Establishment with a copy to the Buyer.
Performance Reports	Monthly / Quarterly	In order to ensure the intent of the contract is being fulfilled and that the customer is receiving the standard of service required, the Supplier shall gather data on satisfaction by obtaining feedback from the recipients of the service and report conclusions to the Buyer in the relevant monthly and quarterly progress report.
Customer Complaints and Compliments Report	Quarterly	The Supplier shall provide a quarterly report including the following as a minimum: number of complaints received by Establishment and Contract, historic analysis by category, discipline and type of service by Establishment

		and Contract, number and list of unresolved complaints by Establishment and Contract
Schedule of Energy Meters	Annual	As a result of the Energy Survey, the Supplier shall produce a schedule of all utilities meters including meter point reference, meter serial No's, unit of measurement, correction & multiplication factors, and Defence Property Gazetteer (DPG) establishment & parcel code allowing the creation of a geo-referenced database of meters.
Energy Consumption Data - Reporting	Monthly	Energy data is to be held at a suitable granularity to allow effective energy management to take place and to also meet DIO's energy reporting requirements. Whilst the detail of these reporting requirements may change, the need for industry partners to provide energy consumption information will remain. The current template used to collect this data is shown below. Data should be reported to DIO each month for fiscal meters in the following format via a Microsoft Excel template for loading into MOD's Energy Management Information System:
Buyers Representative Report	Monthly	The Contactor shall provide a monthly report to the Buyer (BR) detailing the current condition and maintenance requirements of the estate for each Establishment.
Forward Additional Services Plan	When Requested	The Buyer requires Billable Works to be programmed on an annual basis, as per Call-Off Schedule 4a (Billable Works).
Project Managers Report	Monthly	The Programming and Project Management (PPM) system is the Buyer's application used to monitor the programming and delivery of projects, including milestone schedule and financial forecasting. The Supplier shall provide project plans and progress reports as requested by the Project Manager appointed by the Buyer for each project that is injected into the contract. There is no direct data exchange with PPM, although the pick lists in PPM rely on the data provided by the Supplier in the Estate Data file. Billable Works to include milestone reports.
FOO	Monthly	In-Year, the Supplier shall provide a monthly submission setting out the Forecast of Outturn (FOO), a forecast of the end of year position on an accruals-basis for both income and expenditure. At key forecast periods, (four within any single financial year) the Supplier shall provide a variance analysis against the budget allocated.

Sustainability Appraisal	Event	The Supplier shall undertake appropriate levels of Sustainability Appraisal for services and works in accordance with JSP 418, Chapter 14. These cover impacts on Air Quality, Travel, Energy, Noise, Water, Waste, Construction, Geology & Soils, Biodiversity, Heritage, Landscape and Communities. The Supplier shall record appraisals on the Sustainability and Environmental Appraisal Tools Information Database (SEATID) via the Buyers if it has no direct access.
Unsafe Condition Reporting	Monthly	The Supplier shall provide a Report of Unsafe Conditions identified or reported to the contractor. [Intent is to enable identification of increasing or reducing unsafe conditions, allow trending of particular unsafe conditions, could also aid identification of sites where there is an increased maintenance and repair burden – influencing decisions to close/ re provide new assets or infrastructure before incidents occur]

ANNEX B. GOVERNANCE AND MANAGEMENT MEETINGS

B.1. The Supplier shall attend the following governance and management meetings, with a representative who has the authority, experience and competence to represent the Supplier as defined.

[Redacted – Commercially Sensitive]