

Bid Pack

Attachment 3 – Specification

Annex F – Remedial Specification

Facilities Management Marketplace RM3830

1 **Purpose**

The purpose of this Annex is to describe the requirements to undertake the Remedial Work arising from PPM Tasks carried out by or on behalf of the Supplier and should be read in conjunction with the rest of the Specification.

2 **Definitions**

“Remedial Backlog Programme”, means the programme for completion of the Outstanding Remedial Work provided to the Supplier as part of Mobilisation;

“Remedial Work Completion Period” means the relevant Remedial Work completion period set out in Table 2 of Annex F of the Specification;

“Remedial Work Programme”, means the programme of Remedial Work held on the Buyer’s CAFM System and such programme shall be updated by the Supplier in accordance with the relevant Submission Date to include the Programme Information and any other information required by the Contract:

“Programme Information” means:

- (A) any required Remedial Work (including their categorisation) arising from PPM Tasks, and/or Remedial Work requested by the Buyer, and such Remedial Work is to be carried out by the Supplier;
- (B) the costs for carrying out each item of Remedial Work identified on the Remedial Work Programme;
- (C) the dates when, in order to achieve Completion of Remedial Work in accordance with the programme, the Supplier will need:
 - 1) planned starting date and completion date and any other key dates;
 - 2) access to a part of the Site, taking into account the Site Operational Hours and whether any work is Disruptive Work;
 - 3) other things to be provided by the Buyer or the Buyer’s Authorised Representative; and
 - 4) information from the Buyer or the Buyer’s Authorised Representative;
- (D) for each item, of work or task, the Supplier shall state how it plans to do the work, identifying the principal equipment and other resources which it plans to use; and
- (E) any approved Remedial Work Proposal in accordance with Annex F of the Specification;

“Submission Date” means the relevant date set out in Table 1 of this Annex F of the Specification and/or those timescales set out in paragraph 3.8 of Annex F of the Specification;

3 Remedial Work Approvals Process

- 3.1 Subject to paragraph 3.5, where the outcome of a PPM Task is that Remedial Work is required, or if the Buyer requests that any Remedial Work is carried out, the Supplier shall provide to the Buyer by the relevant Submission Date if applicable:
- 3.1.1 details of the relevant Remedial Work and the category of the Remedial Work;
 - 3.1.2 complete the details of the estimated date for Completion of Remedial Works, taking into account any Permitted Event;
 - 3.1.3 the Programme Information for the relevant Remedial Work;
 - 3.1.4 where the Remedial Work Response Times cannot be complied with due to a Buyer Cause, details of the Supplier's proposed alternative Remedial Work Response Times;
 - 3.1.5 a Remedial Work Fixed Cost Quotation (where relevant);
 - 3.1.6 a Remedial Work Estimate (where relevant); and
 - 3.1.7 any other details reasonably required by the Buyer,
- together comprising a "**Remedial Work Proposal**"
- 3.2 Within [10] Working Days of receipt of a Remedial Work Proposal (or such longer period as the Buyer and the Supplier may agree), the Buyer shall either:
- 3.2.1 approve the Remedial Work Proposal and issue a Works Order to the Supplier;
 - 3.2.2 request further information from the Supplier in order for the Buyer to properly consider the Remedial Work Proposal;
 - 3.2.3 state that it disagrees with the categorisation of the Remedial Work; or
 - 3.2.4 reject the Remedial Work Proposal.
- 3.3 The Supplier shall provide such information requested under paragraph 3.2.2 within [3] Working Days of receipt of the relevant of the relevant request for such further information.
- 3.4 If the Buyer disagrees with the categorisation of the Remedial Work in accordance with paragraph 3.2.3:
- 3.4.1 the Supplier shall resubmit the details of the relevant Remedial Work Proposal in accordance with this paragraph 3 to reflect the Buyer's re-categorisation; or
 - 3.4.2 if the Supplier disagrees with the Buyer's re-categorisation, the Supplier shall refer such matter to the Dispute Resolution Procedure.
- 3.5 Subject to paragraph 3.6, once a Works Order has been issued the Supplier shall perform all Remedial Work in accordance with the current Remedial Work Programme,

the relevant Remedial Work Completion Period and to the standards set out elsewhere in this Contract.

3.6 Where the Supplier and/or the Buyer considers that Category E Remedial Work needs to be undertaken:

3.6.1 each party shall notify the other that they consider that Category E Remedial Work needs to be undertaken;

3.6.2 the Supplier shall immediately carry out such works necessary to ensure that there is a temporary fix of such Category E Remedial, in accordance with Table 2 and subject to paragraph 6.2;

3.6.3 within no more than [2] Working Days of receipt of the notification under paragraph 3.6.1, the Supplier and the Buyer shall meet to discuss the options available for achieving Completion for such Category E Remedial Work including whether such Category E Remedial Work:

3.6.2.1 may be required to be carried out by the Supplier with reference to a Remedial Work Proposal;

3.6.2.2 may be carried out by the Buyer in accordance with its step-in rights in accordance with clause [insert cross reference]; and

3.6.2.3 the Buyer may request the Supplier to provide any additional information the Buyer requires to assist it to determine which (if any) of the options it may select for achieving [Completion] of the Category E Remedial Work and the Supplier shall supply such information to the Buyer as soon as reasonably possible following such request;

3.6.4 if, following on from the procedure set out in this paragraph 3.6, the Buyer agrees that such works comprise Category E Remedial Works, the Buyer shall notify the Supplier whether:

3.6.3.1 the Supplier is required to submit a Remedial Work Proposal; or

3.6.3.2 the Category E Remedial Work shall be carried out without reference to the requirement for a Remedial Work Proposal and the Supplier shall forthwith undertake the Category E Remedial Work as quickly as reasonably possible have due required to the nature of the work which has given rise to the relevant Category E Remedial Work and having due regard to any instructions relating to such works from the Buyer; and

3.6.5 if, following on from the procedure set out in this paragraph 3.6, the Buyer does not agree that such works comprise Category E Remedial Works the Buyer shall notify the Supplier that the Supplier is required to submit a Remedial Work Proposal.

3.7 The Supplier agrees that the Buyer may appoint a third party to provide the whole or any part of the works set out in any Remedial Work Proposal.

3.8 The following Remedial Work types are excluded from Table 1:

- 3.8.1 Fire Risk Assessments;
- 3.8.2 Insurance Certification;
- 3.8.3 Air Conditioning Systems;
- 3.8.4 Fixed Wire electrical testing; and
- 3.8.5 Water Risk Assessment,

and for such Remedial Work types any Programme Information in relation to such Remedial Work types shall be notified to the Buyer and added to the Buyer's CAFM System within 25 Working Days of the relevant date of PPM Task Completion.

3.9 Where Remedial Work arises as a result of any:

- 3.9.1 Category A Remedial Work;
- 3.9.2 Category B Remedial Work;
- 3.9.3 Category C Remedial Work; or
- 3.9.4 Category D Remedial Work,

the relevant Remedial Work shall not proceed until a Works Order is issued by the Buyer in writing or via the Buyer CAFM System provided always that to the extent that either Party considers that the Remedial Work constitutes Category E Remedial Work, the process in paragraph 3.6 shall be followed.

Table 1: Updates to the Remedial Work Programme

Category of Remedial Work	Remedial Work added to the Remedial Work Programme	Estimated Time of Completion to be added to the Remedial Work Programme	Cost of Remedial Work to be added to the Remedial Work Programme	Any other information required in relation to Remedial Work by this Annex F to be added to the Remedial Work Programme
Category A Remedial Work	5 Working Days from PPM date	10 Working Days from PPM date	Not required	10 Working Days from PPM date
Category B Remedial Work	5 Working Days from PPM date	10 Working Days from PPM date	10 Working Days from PPM date	10 Working Days from PPM date
Category C Remedial Work	5 Working Days from PPM date	10 Working Days from PPM date	10 Working Days from PPM date	10 Working Days from PPM date

4 Disruption

- 4.1 Subject to Paragraph 4.2, the Supplier shall ensure that Remedial Work and all other work set out in this Specification is carried out within the Site Operational Hours of the relevant Site, unless otherwise agreed with the Buyer or the Buyer's Authorised Representative.

- 4.2 The Supplier shall carry out all Disruptive Work outside of the Site Operational Hours of the relevant Site, unless agreed otherwise in writing with the Buyer or the Buyer's Authorised Representative.

5 Backlog Programme

- 5.1 During Mobilisation, the Supplier shall develop and agree the following programmes with the Buyer's Authorised Representative:

- 5.1.1 the Supplier will be required to create a "Remedial Backlog Programme", as follows:

- (i) twenty (20) Working Days before the Start Date, the Buyer will provide the Supplier with details of any Remedial Work not completed by [Previous Contractor] (the "Outstanding Remedial Work List");
- (ii) within five (5) Working Days of receipt of the Outstanding Remedial Work List, the Supplier shall identify any asset or equipment at the Buyer Estate which is unsafe to operate ("Urgent Works");
- (iii) within ten (10) Working Days of receipt of the Outstanding Remedial Work List, the Supplier will prepare a schedule of work to address the Urgent Works and issue such schedule to the Buyer for agreement which shall also include all relevant Programme Information (the "Draft Safety Critical Works Programme"); and
- (iv) for all other backlog Remedial Work set out in the Outstanding Remedial Work List, no later than sixty (60) Working Days after receipt of the Outstanding Remedial Work List, the Supplier will update the Remedial Work Programme, with indicative prices and all other relevant Programme Information, to address the outstanding backlog Remedial Work and issue such schedule to the Buyer's Authorised Representative; and

- 5.1.2 "Outstanding PPM Backlog Programme", means the programme of outstanding PPM Tasks developed as follows:

- (i) at the Start Date, the Buyer shall provide the Supplier with a list of outstanding PPM Tasks (the "Outstanding PPM Tasks List"); and
- (ii) within twenty (20) Working Days of receiving the Outstanding PPM Task List the Supplier will update the PPM Plan with the Programme Information [which will be agreed with the Buyer's Authorised Representative].

6 Remedial Work Completion Period

- 6.1 The overriding principle here is for the Supplier to work with the Buyer to maintain business continuity and to avoid non-availability of either part or the whole of the building without compromising safety.

Table 2; Remedial Work Completion Period			
	Category A Remedial Work £500 or less	Category B Remedial Work £1,500 or less and greater than £500	Category C Remedial Work Greater than £1,500
Priority 1: Critical	Initial fix within 24 hours of PPM and Remedial completed within 5 working days subject to no Buyer Cause event and/or no Permitted Event	Initial fix within 24 hours of PPM and Remedial completed within 5 working days subject to no Buyer Cause Event and/or no Permitted Event	Initial fix within 24 hours of PPM and Remedial completed within 5 working days of approval by the Buyer or the Buyer's Authorised Representative subject to no Buyer Cause and/or no Permitted Event
Priority 2: Urgent	Initial fix within 24 hours of PPM and Remedial completed within 5 working days subject to no Buyer Cause Event and/or no Permitted Event	Initial fix within 24 hours of PPM and Remedial completed within 5 working days subject to no Buyer Cause Event and/or no Permitted Event	Initial fix within 24 hours of PPM and Remedial completed within 5 working days of approval by the Buyer or the Buyer's Authorised Representative subject to no Buyer Cause and/or no Permitted Event
Priority 3: Important	Remedial completed within 20 working days subject to no Buyer Cause event and/or no Permitted Event	Remedial completed within 20 working days of approval by the Buyer or their Representative subject to no Buyer Cause event and/or no Permitted Event	Remedial completed within 20 working days of approval by the Buyer or their Representative subject to no Buyer Cause and/or no Permitted Event
Priority 4: Routine	Remedial completed within 120 working days of approval by the Buyer or their Representative subject to no Buyer Cause event and/or no Permitted Event	Remedial completed within 120 working days of approval by the Buyer or their Representative subject to no Buyer Cause Event and/or no Permitted Event	Remedial completed within 120 working days of approval by the Buyer or their Representative subject to no Buyer Cause and/or no Permitted Event

- 6.2 The reference to initial fix in Table 2 includes any required works to undertake a temporary fix and/or make safe of the Asset (provided that cost of these initial works is below £1500) but excludes a temporary and/or permanent solution (for instance, it does not include temporary solutions for example portable heaters).
- 6.3 To the extent a Buyer Cause directly affects the ability of the Supplier to achieve the relevant Remedial Work Completion Period, a revised Remedial Work Completion Period will be agreed with the Buyer or the Buyer's Authorised Representative.

Appendix 1: Priority

1 Priority 1: Critical

Critical Remedial works will have the following or similar characteristics:

- Imminent risk of danger to persons
- Imminent risk of full or partial loss of a building
- Health and safety or statutory impact, dangerous property or plant conditions
- Health and safety or statutory impact; dangerous property or plant conditions likely to increase rapidly without intervention

The Supplier will take immediate steps to make safe by the technician on site ensuring that any technician is a competent person in relation to the work being carried out.

Where reasonably practicable, the Supplier will conduct an initial fix within 24 hours of the PPM Task being carried out to enable operations at the site to continue. Where the technician cannot ensure continued operations, the Buyer and/or the Supply Chain Integrator's incident management protocols will be adopted. The Supplier will inform Supply Chain Integrator helpdesk and pass over responsibility for ongoing actions associated with supporting ongoing operations to the Buyer's Authorised Representative.

2 Priority 2: Urgent

Urgent Remedial works will have the following or similar characteristics:

- Material adverse effect upon the Buyer's business
- An area(s) or part(s) of one of the properties is not available
- Health and safety or statutory impact; dangerous property or plant conditions if building use continues but no imminent danger to persons
- Typically, impacts on many staff and/or multiple business areas

Where reasonably practicable The Supplier will conduct an initial fix within 24 hours of the PPM Task being carried out to enable operations at the site to continue. Where the technician cannot ensure continued operations, the Buyer and/or the Supply Chain Integrator's incident management protocols will be adopted. The Supplier will inform Supply Chain Integrator helpdesk and pass over responsibility for ongoing actions associated with supporting ongoing operations to the Buyer's Authorised Representative.

3 Priority 3: Important

Important Remedial works will have the following or similar characteristics:

- Adversely affects the Buyer's business or ability to provide a safe, suitable and comfortable environment for staff, customers and visitors

Constitutes a compliance failure or imminent risk but no immediate risk to either health and safety, buildings or assets.

4 Priority 4: Routine

Routine Remedial works will have the following or similar characteristics:

- No noticeable impact on the Buyer's business or ability to provide a safe, suitable and comfortable environment for staff, customers and visitors
- Constitutes no current compliance failure but is a recommendation to ensure compliance and safety in the future

These Remedial Works which will broadly be advisory in nature will be presented to and approved by the Buyer