



Defence
Infrastructure
Organisation

Call-Off Schedule 15

Contract Management

Regional Accommodation Maintenance Services (RAMS)

REF: RM6089 Lot 2B

CALL-OFF SCHEDULE 15

CONTRACT MANAGEMENT

1. MANAGEMENT OF THE DELIVERABLES

- 1.1 The Supplier shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract are delivered to the standards and timeframes required by the Contract.
- 1.2 The Supplier shall appoint a Supplier Contract Manager to oversee the operation of the Contract.

2. CONTRACT MANAGEMENT MECHANISMS

- 2.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 2.2 The Buyer requires that the Supplier shall always seek to resolve issues that arise within the Contract at a working level, prior to resorting to the formal Dispute Resolution Process. This will require that the Supplier has in place transparent escalation arrangements, enabling prompt issue resolution by suitable delegated Supplier personnel.
- 2.3 The Service experience of the Occupant is paramount. No issue or dispute, escalated or otherwise, shall prevent or delay the provision of Services to Occupants, including but not limited to the rectification of faults, addressing Service Requests, management of Complaints or provision of compensation due.
- 2.4 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 2.4.1 the identification and management of risks, as per Call-Off Schedule 32 (Risk Management);
 - 2.4.2 the identification and management of issues; and
 - 2.4.3 monitoring and controlling project plans (including but not limited to Mobilisation Plan, Rectification Plans, 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 the person that manages any issues that arise under the Contract in accordance with paragraph 2.2 above.
 - 3.1.3 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 be unreasonably withheld, before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

- 3.1.4 able to cancel any delegation and recommence the position him/herself; and
 - 3.1.5 replaced only after the Buyer has received notification and agreed the proposed change.
- 3.2 The Buyer shall be entitled to provide revised instructions to the Suppliers Contract Manager regarding 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, and contract management information reports (identified as governance reports), contract performance reports and local performance reports (identified as operational reports) to demonstrate the delivery of Services and Deliverables against the Contract, as detailed in Annex A and within this Call-Off Schedule 15.
- 4.3 Reports are broken down into three different groups as detailed in Annex A. These groups outline the periodicity of each report and the interaction with the Buyer as:
 - 4.3.1 Formal
 - 4.3.2 Analytical
 - 4.3.3 Information
- 4.4 Any governance report required to support a governance meeting shall be made available to the Buyer no later than five (5) Working Days in advance of the scheduled meeting.
- 4.5 Any operational report required to demonstrate progress against Deliverables shall be made available to the Buyer at the Periodicity as detailed in Annex A's and shall detail as a minimum:
 - 4.5.1 Progress with the achievement of the Deliverables including Billable Works;
 - 4.5.2 Risks (including both threats and opportunities) and Issues with corresponding responses and actions as appropriate;
 - 4.5.3 Any other information specified in the Contract;

4.5.4 Any other information reasonably requested by the Buyer.

4.6 The Supplier shall upon request of the Buyer provide reports not listed in Annex A, or the information necessary to compile a report not listed in Annex A within a mutually agreed time frame.

4.7 The Supplier shall at all times ensure it is capable of providing such reporting as may be necessary if the Buyer CDE is not available.

5. GOVERNANCE AND MEETINGS

5.1 Governance meetings for the management of the Deliverables are illustrated in Figure 15.1 and indicative meeting requirements outlined on Figure 15.1a. 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.

5.2 In addition to the governance meetings in Figure 15.1, the Supplier shall be required to attend other meetings that enable the effective delivery of the Services.

5.3 Unless otherwise agreed with the Buyer, the Supplier shall be responsible for making a record of the discussions and decisions of the meeting.

5.4 Any additional meetings that could reasonably be anticipated by the Supplier as being required in order to ensure effective communications, reporting, issue resolution, development of collaborative behaviours and joint working with the Buyer and, or Related Suppliers (including the NAMS Supplier) 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. 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.

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 Services carried out by the Supplier, Supplier Staff, Subcontractors and the 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.
- 6.4 The Supplier shall appoint sufficient Contract Quality Representatives (CQR) to manage all quality issues across the Affected Property.
- 6.5 The CQR shall be responsible to the CQM for all quality management issues.
- 6.5.1 The CQR shall have at least five (5) years' relevant 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 can be appointed subject to them gaining that qualification within six (6) months of appointment.
- 6.6 The Supplier in conjunction with the Buyer shall train its staff and nominated Buyer personnel on the QMS processes and procedures.
- 6.6.1 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.
- 6.6.2 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.
- 6.6.3 The CQR shall provide training on the QMS processes and procedures for all supply chain partners working on site.
- 6.6.4 The Supplier shall maintain records of training, which shall be made available to the Buyer on the CAFM.
- 6.7 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.

- 6.7.1 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.
- 6.7.2 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 or services undertaken by a Subcontractor and / or the supply chain in support of the Contract.
- 6.7.3 The QP shall clearly describe the documents and records required to manage the Contract and clearly identify how and where they are stored.
- 6.7.4 The Supplier shall provide its quality audit programme(s) to the Buyer as part of their initial Mobilisation Plan. Such programme shall show registration body surveillance visits, HQ, independent and local audits. Results of the audits shall be recorded on the CAFM. All elements of the QP shall be audited by the Supplier at least annually to ensure it meets ISO 9001:2015.
- 6.8 The Supplier shall allow the Buyer to attend third party QMS surveillance visits throughout the Contract Period. Four (4) weeks prior to any such visit, the Buyer shall be invited to attend as an observer at such QMS Surveillance visits (including opening and closing meetings).
- 6.9 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.
- 6.10 The Supplier shall carry out checks (as defined in AQAP-2110) that are necessary to ensure that its supply chain is competent and capable of carrying out the work assigned to it.
 - 6.10.1 The output of all supply chain checks shall be stored on the CAFM 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.
 - 6.10.2 The CQM shall develop and provide a Subcontractor and 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 Subcontractor / each member of the supply chain.
- 6.11 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 purpose of the Contract; and:
 - 6.11.1 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.
 - 6.11.2 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.

- 6.12 The Supplier, through the QMS and using the CAFM, shall demonstrate collaboration and continuous improvement in performance and processes throughout the Contract Period.

7. CONTRACT COMPLIANCE

- 7.1 The Supplier shall demonstrate its compliance with the Contract using the processes as outlined below.
- 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 of the Core Terms, the Buyer shall be entitled to audit any of the Supplier's activities in connection with the delivery of the Contract, at any time and given reasonable notice. The Buyer shall notify the Supplier of these impending audits and the Supplier shall assist the Buyer Personnel in carrying out these audits.
- 7.4 Either Party shall be entitled to request Independent audit and review if 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 independent audits each Contract 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 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 relevant area complete with a signed statement of independence confirming that they are not carrying out any other work for the Supplier, its Subcontractors or supply chain engaged in the Contract so as to avoid any Conflict of Interests. A 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 shall be entitled to accept organisations that are not certified however the Supplier shall provide supporting documentation for this exception to be granted.

8. SUPPLIER NON-PERFORMANCE AND RECTIFICATION

- 8.1 Non-Performance Supplier under the terms of this Contract shall be managed in accordance with Call-Off Schedule 14 (Performance Management) including the Supplier's CAFM reporting obligations.
- 8.2 Rectification Plans
- 8.2.1 Where Supplier non-performance has occurred, the Buyer and Supplier shall consider its cause. Where there have been previous instances that could be attributable to the same cause or where circumstances indicate that there could be further instances of the non-performance, then in addition to raising and taking a corrective action, the Supplier may elect to raise a Rectification Plan. The Supplier shall always raise

a Rectification Plan, where instructed by the Buyer for any non-performance.

8.2.2 If there are cost implications from implementing the Rectification Plan, then these are the responsibility of the Supplier unless otherwise agreed with the Buyer

8.2.3 The process for Rectification Plans is described in Figure 15.2:

- (a) As described in paragraph 8.2.1, where a Rectification Plan is created, the Supplier shall log the Rectification Plan onto the CAFM.
- (b) The Rectification Plan shall propose a solution, or a series of solutions to address the perceived root cause of the non-performance, including dates for resolution.
- (c) The Rectification Plan shall be agreed with the Buyer.
- (d) The Supplier shall review the effectiveness of the Rectification Plan and its solution at an appropriate frequency as agreed with the Buyer.
- (e) The Supplier shall in agreement with the Buyer update the Rectification Plan on the CAFM with the Buyers amendments and record of progress following each review.

9. THE PROGRAMME OF BILLABLE WORKS

9.1 During the Contract Period the Supplier shall provide Billable Works as detailed in Call-Off Schedule 4a (Billable Works). The FASP and the Programme of Billable Works shall be prepared and delivered by the Supplier as outlined in Call-Off Schedule 28 (Call-Off Specification), Part 6, paragraph 4.

9.2 The Supplier shall, on a monthly basis, update and maintain the programme of Billable Works.

9.3 The programme of Billable Works shall show:

- 9.3.1 progress achieved and any delays with any in-stream Billable Works;
- 9.3.2 actual spend (burn rate) monthly and cumulatively to date for Value Band 1, Value Band 2(a), Value Band 2(b) and Value Band 3;
- 9.3.3 anticipated Billable Works and predicted costs for the year ahead;
- 9.3.4 estimated dates of completion;
- 9.3.5 any critical paths, dependencies or key activities to completion of the Billable Works.

10. EARLY WARNINGS

10.1 GENERAL

10.1.1 The Supplier and the Buyer can each give 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 Work, Services or general performance) of providing the Deliverables. This does not absolve either the Buyer or Supplier from its responsibilities in this Contract.

- 10.1.2 Notification is not required where the matter is already being managed via the Change Management Process.
- 10.1.3 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 as the tool for achieving this requirement. All Early Warnings shall be recorded on the CAFM by the Supplier.
- 10.1.4 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 Region or Area level that is most appropriate to each specific Early Warning.
- 10.1.5 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.

10.2 EARLY WARNINGS ORIGINATING FROM THE SUPPLIER

- 10.2.1 In addition to, at the earliest opportunity, recording the Early Warning on the CAFM, the Supplier or the Buyer shall, as soon as possible, notify by email to the Supplier or the Buyer Representative most appropriate to that specific Early Warning or suitable graphical interface within the CAFM.
- 10.2.2 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.

10.3 EARLY WARNINGS ORIGINATING FROM THE BUYER

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

The Supplier shall appoint a Supplier Authorised Representative to receive and manage Early Warnings.

10.4 EARLY WARNING RECORDS

- 10.4.1 The Supplier shall keep records of all Early Warnings on the Early Warnings Register and carry out all Early Warning administrative tasks, as described below, on behalf of the Buyer using the CAFM.
- 10.4.2 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.

10.4.3 The Early Warnings Register will be hosted on the CAFM and shall be the sole repository of all records relating to Early Warnings. Any information not held on the CAFM 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.

10.4.4 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 consequently 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 to facilitate the recovery and review of such data.

11. RECOMPENSE REQUESTS

- 11.1 A Recompense Request can be made by the Buyer or the Supplier to the other if costs are incurred by the Buyer or Supplier, during the Contract Period which are not compensated for under the Contract. Such requests shall follow the Recompense Request Process outlined in this paragraph.
- 11.2 The Recompense Request Process described in Figure 15.3 shall not be used as an alternative to the Contract Variation Procedure or Change Management Process.
- 11.3 If the Buyer or Supplier wishes to make a Recompense Request, it shall submit such request to the other as soon as reasonably practical after the relevant costs are incurred
- 11.4 The Recompense Request shall include the information set out in paragraph 11.8.
- 11.5 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 10) 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.

- 11.6 The Parties will agree jointly if that Recompense Request is valid and (as a second stage in the process) will agree jointly the total compensation payable. Grounds for deeming the Recompense Request to be invalid may include but are not limited to the following:
- 11.6.1 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);
 - 11.6.2 the Party seeking relief does not evidence to the other Party's reasonable satisfaction that the event that gave rise to the Recompense Request did, in fact occur;
 - 11.6.3 the Party seeking relief does not evidence to the other Party's reasonable satisfaction that the event that gave rise to the Recompense Request required additional costs to be incurred;
 - 11.6.4 the effects of the event that gave rise to the Recompense Request and/or the additional costs incurred could not been avoided or mitigated by the originating party;
 - 11.6.5 the costs have been incurred in respect of a Fixed Price Service, risk, Inclusive Repair Threshold, Billable Works or Variation that is already provided for under the Contract; or
 - 11.6.6 the Recompense Request is made later than eight (8) weeks after such costs were incurred or after the end of the Contract Period.
- 11.7 The Supplier shall manage and administer Recompense Request processes through the CAFM.
- 11.8 The records maintained on the CAFM shall include full details of each Recompense Request raised. A Recompense Request and the records maintained on the CAFM shall, as a minimum, contain:
- 11.8.1 unique Recompense Request reference number;
 - 11.8.2 name and position of originator including date issued;
 - 11.8.3 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;
 - 11.8.4 details of any Early Warnings relevant to the request and any mitigation or other action taken;
 - 11.8.5 a Firm Price 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
 - 11.8.6 any other information deemed necessary by the Buyer for effective management of the Recompense Request.
- 11.9 The Supplier shall report unresolved Recompense Requests as outlined in Annex A (specifically through reporting at the quarterly performance meeting).

- 11.10 The data reported to the CAFM shall have the capability to produce a variety of other Recompense Request related reports to be specified by the Buyer.

12. VARIATION PROCEDURE

- 12.1 The terms set out in this paragraph 12 are to be read in conjunction with Core Terms Clause 24. If and to the extent that there is a conflict between this paragraph 12 and Core Terms Clause 24, this paragraph 12 shall take precedence.
- 12.2 The Variation Procedure shall be used for:
- 12.2.1 Changes to the Order Form or a Contract Schedule;
- 12.2.2 The recording and agreement of the annual programme of Billable Works as required by the Buyer.
- 12.3 The Buyer shall be entitled to initiate a Variation at any time; if there is a price impact of any such Variation, paragraph 12.9 shall apply.
- 12.4 Either Party shall be entitled to request a Variation by following the Change Management Process.
- 12.5 A Variation shall be affected when a completed Variation Form, Joint Schedule 2 (The Variation Proposal) has been agreed and signed by both Parties and a DEFORM 10B (Contract Amendment Authorisation) has been completed.
- 12.6 Where the scale of the change makes it necessary, the Supplier shall either confirm the existing Parent Company Guarantee is relevant or provide a revised Parent Company Guarantee.
- 12.7 Where an amendment results in a Contract Price change, that price shall be agreed prior to any formal amendments to the Contract.
- 12.8 Any purported amendment to the terms and conditions of this Contract which does not satisfy the terms of this paragraph 12 shall be of no effect.
- 12.9 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.

13. CHANGE MANAGEMENT PROCESS

- 13.1 This Change Management Process shall be used to identify, impact assess, manage and control changes:
- 13.1.1 Changes to the Contract, which shall be documented, impact assessed and agreed using the Variation Procedure (at paragraph 12); and
- 13.1.2 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) major changes to the Buyer’s policy documents;
 - (c) changes of Key Staff, Key Roles or Key Subcontractors; or

- (d) 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.
- 13.2 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.
- 13.3 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 ISD.
- 13.4 The Supplier shall record all changes in the CAFM, which shall be accessible to the Buyer for undertaking its role in the approval process for changes.
- 13.5 The CAFM shall allow the amendment and resubmission of documents that have been rejected and returned to the Supplier.

Change Requests

- 13.6 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.
- 13.7 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 met the requirements set out in paragraph 13.9 (a "**Change Proposal**").
- 13.8 The Change Proposal shall include:
 - 13.8.1 the details of the impact or effect of the change to the Supplier's obligations and costs under the Contract;
 - 13.8.2 the programme for implementing the change;
 - 13.8.3 whether, in the Supplier's view, this may require a Variation to the Contract; and
 - 13.8.4 such other information as the Buyer reasonably requires in the circumstances.
- 13.9 If there is a price impact of any change:
 - 13.9.1 wherever possible, this shall be calculated based on the rates and prices in Call-Off Schedule 5 (Pricing), or
 - 13.9.2 Ascertained Costs if there are no applicable rates and prices in Call-Off Schedule 5 (Pricing), or
 - 13.9.3 for existing Billable Works, the quotes, or prices set out in the Work Order; and
 - 13.9.4 the price impact shall include, without double recovery, only such charges that are fairly and properly attributable to the change.
- 13.10 As soon as reasonably practicable after the Buyer receives a Change Proposal, the Buyer shall:
 - 13.10.1 evaluate the Change Proposal; and
 - 13.10.2 where necessary, discuss with the Supplier any issues arising;

- 13.10.3 following such discussions, the Buyer shall be entitled to modify the Buyer Notice of Change; and
- 13.10.4 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.
- 13.11 As soon as practicable after the Buyer has evaluated the Change Proposal (amended as necessary) the Buyer shall:
 - 13.11.1 indicate its acceptance of the Change Proposal by issuing a serially numbered amendment letter in accordance with paragraph 12 (Variation Procedure); or
 - 13.11.2 indicate its acceptance of the Change Proposal by issuing a Change Proposal acceptance letter signed by the Buyer; or
 - 13.11.3 serve a Notice on the Supplier rejecting the Change Proposal and withdrawing (where issued) the Buyer Notice of Change.
 - 13.11.4 Where an amended Change Proposal is rejected in accordance with paragraph 13.11.3 the Buyer shall be entitled to proceed to determine any price impact of the proposed change following paragraph 13.11 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 shall be entitled to defer 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 amended Change Proposal.
- 13.12 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 or otherwise under exceptional situation as defined in Call off Schedule 4a (Billable Works) paragraph 3.7 – Exceptional situations.
- 13.13 If the Supplier wishes to propose a change, it shall provide a Contract Change Proposal to the Buyer, and the same process as above shall follow.

14. SUPPLIER INTERFACES

- 14.1 The Buyer has several other suppliers providing services that have interfaces and dependencies with this Contract – Related Suppliers. The Supplier shall collaborate with Related Suppliers according to Schedule 24 (Collaboration).
- 14.2 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.
- 14.3 The Supplier shall make available a copy of the engagement matrix as requested by the Buyer and Related Suppliers.
- 14.4 Particular interfaces that the Supplier shall manage are as follows:
 - 14.4.1 The Buyer

14.4.2 The NAMS supplier

14.4.3 Other Related Suppliers (including other RAMS Suppliers)

14.4.4 Private Finance Initiatives, interface with Buyers Landlords including, but not limited to Annington Homes Ltd.

14.4.5 Security Services Group. 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 AC12 intruder detection systems.

14.4.6 Local Authorities

14.4.7 Utility Companies

14.4.8 Construction Companies

15. CUSTOMER FEEDBACK – COMPLIMENTS AND COMPLAINTS

15.1 Customer feedback provides a useful pointer to overall performance and conduct of the Supplier and the successful achievement of the Deliverables and will provide evidence to support Performance Management. The Supplier shall:

15.1.1 Ensure all Complaints received directly by the Supplier from a Complainant are directed to the NAMS Supplier via the National Call Centre;

15.1.2 Ensure all compliments received directly by the Supplier from a Customer are directed to the NAMS Supplier via the National Service Centre;

15.1.3 Respond, investigate and manage to successful closure all Complaints relating to the performance and supply of Deliverables as detailed in Call-Off Schedule 28 (Call-Off Specification).

15.1.4 Communicate progress against Complaints to the NAMS Supplier, regularly to enable Complaints to be managed in accordance with the timescales outlined in JSP 464 Section IX.

15.1.5 Use feedback as part of the evidence to support contract management processes.

16. FRAUD PREVENTION

16.1 Further to Clause 27 of the Core Terms, the Supplier and its supply chain shall:

16.1.1 Adhere to the Buyer policy on fraud prevention.

16.1.2 Have procedures in place to prevent and detect fraud, both within the Supplier organisation, its Subcontractors and others with which it contracts.

16.1.3 Provide quarterly reports on the above.

16.2 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:

16.2.1 A statement of commitment to ethical business behaviour.

16.2.2 A fraud policy statement.

16.2.3 A fraud response plan.

- 16.3 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 Services that have not been carried out.
- 16.4 The Buyer shall be entitled to terminate the Contract in accordance with Clause 10 (Termination) of the Core Terms in the event that the Supplier, any party to the Supplier's Supply Chain, the Guarantor (if applicable), and/or any other party for whom it is responsible commits an act of fraud or theft.
- 16.5 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.
- 16.6 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 it.
- 16.7 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.

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.

17. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 17.1 Further to Clause 27, the Supplier shall not do, and warrants that in entering the Contract it has not done, any of the following:
- 17.1.1 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.
- 17.1.2 enter into this Contract 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.
- 17.2 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:

- 17.2.1 to terminate the Contract and recover from the Supplier the amount of any loss resulting from the termination;
 - 17.2.2 to recover from the Supplier the amount or value of any such gift, consideration or commission; and
 - 17.2.3 to recover from the Supplier any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- 17.3 In exercising its rights or remedies under this paragraph 11 of this Schedule, the Buyer shall:
- 17.3.1 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;
 - 17.3.2 give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - 17.3.3 requiring the Supplier to procure the termination of a Subcontractors contract 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;
 - 17.3.4 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.

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 15.

18. CONFLICTS OF INTEREST

- 18.1 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:
- 18.1.1 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
 - 18.1.2 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.
- 18.2 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.
- 18.3 The Buyer shall be entitled to 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 paragraph do not prejudice or affect any right of action or remedy which has accrued or will accrue to the Buyer.
- 18.4 In exercising its rights or remedies under this paragraph 12, the Buyer will:

- 18.4.1 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;
- 18.4.2 give all due consideration, where appropriate, to action other than termination of the contract, including (without being limited to):
 - (a) 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 Subcontractor or procuring the dismissal of any relevant employee);
 - (b) 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.

ANNEX A. LIST OF CONTRACT MANAGEMENT REPORTS

A.0 The list of contract management reports below is currently indicative and shall require formalisation of Governance and Operational reports with draft proposals received from the Supplier within four (4) weeks of Contract Award to be formalised with the Buyer four (4) months prior to ISD.

A.1. The Supplier shall provide as a minimum requirement the following Reports with the frequency set out or upon request by the Buyer:

Interaction Report Metric		
FO	Formal and Statutory Reports	Formal Reports and/or ones which are required by Law.
AN	Analytical Reports (Points of Truth)	Reports containing analytical information. They offer detailed information and points of truth hosted on the CAFM
IN	Information Reports	Reports usually containing meeting minutes and/or to provide context for other reports. These may be provided as AN as approved by Buyer

Frequency	
A	Annually
E	Event
M	Monthly
Q	Quarterly

Reporting Requirements					
Requirement Title	Frequency	Interaction Type	Report Requirement	Governance	Operational
Report to Joint Partnering Board	E	FO	The Joint Partnering Board will convene at least six (6) monthly to discuss overall contractual performance as part of the Supplier Relationship Management Strategy. To inform this meeting the Supplier will be issued with a trust matrix and required to submit it in accordance with the guidance provided.	X	
Asset management report	M	AN	The Supplier shall maintain data on Assets. This information is to be available to the Buyer in real time and summarised in a monthly Asset Management Report. The Asset Management report shall include: Detailed Cost Data identifying the 'hot-spots' within the Affected Property where Assets are incurring high maintenance costs, demonstrate an understanding of the reasons why and develop strategies to reduce this cost.		X
Asset Replacement / Investment report	Q	AN	The Supplier shall maintain lifecycle data on Assets, sub-assets and components. This information is to be available to the Buyer in real time and summarised in a quarterly Asset Replacement / Investment Report. The Asset Investment / Replacement report shall include:		X

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			<p>A summary of life-cycle expired assets which the Supplier recommends require replacement, including rough order costs.</p> <p>Recommendations for investment in asset replacement.</p>		
Assurance Report	Q	AN	<p>The Supplier shall maintain data on the assurance of their provision of the Services delivered through the Contract. This information is to be available to the Buyer in real time and summarised in a quarterly Assurance report. The Assurance report shall include;</p> <p>A summary of the assurance activities completed during the period of the report and their findings, including trend analysis.</p>		X
Contract Management	M	FO	<p>A monthly report to the Buyer setting out details of all Recompense Requests that have not been fully resolved</p>		X
Contract Management	-	AN	<p>By 31st January each year, the Supplier shall report to the Buyer a prioritised list of recommended Billable Works (FASP) for the two-year period from the following April and report to the Buyer on progress towards such FASP during the appropriate Governance Meetings</p>		X
Performance Reports	Q	AN	<p>The Supplier shall maintain data on their performance against the Contract's Performance Measures included in Annex A to Call-off Schedule 14 (Performance Management). This information is to be available to the Buyer in real time and shall be summarised in a quarterly Performance Management report covering the Service Period being reported upon. The Performance Management report shall include:</p> <p>Accurate and validated data on performance against all the Contract Performance Measures during the Service Period and Previous Service Periods.</p> <p>Details of any Rectification Plans which have been agreed with the Buyer to address performance below the ALP during the Service Period and previous Service Periods.</p> <p>The Supplier shall be responsible for the collection and generation of the full range of data required by the Buyer to support this activity.</p>		X
Complaints report	M	AN	<p>The Supplier shall maintain data on Complaints and prepare a monthly report for the Buyer, including the following information:</p> <p>Number of Complaints received broken down by Housing Area and Sub-Area.</p> <p>Analysis of Complaints by category and discipline.</p> <p>Number and list of unresolved Complaints by Housing Area and Sub-Area.</p>		X

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			In support of continuous improvement, the Supplier shall identify process and other improvements that can be made to reduce Complaints. The Supplier shall provide statistical evidence of the success of the programme to the Buyer in a 6 monthly Complaint reduction report.		
Missed Appointments report	M	AN	The Supplier shall maintain data on all missed Appointments, broken down by category of missed appointment (missed by occupant or missed by Supplier). This information is to be available to the Buyer in real time and summarised in a monthly report.		X
Statutory and Mandatory Compliance report	M	AN	<p>The Supplier shall maintain data on Statutory and Mandatory compliance of the Affected Property. This information is to be available to the Buyer in real time and summarised in a monthly Statutory and Mandatory Compliance report. The report shall include:</p> <p>A summary of completed Statutory and Mandatory inspections and tests and an assessment of compliance.</p> <p>An exception report on non-compliant Assets.</p> <p>A summary maintenance undertaken to address non-compliance</p> <p>Details of any notifiable occurrences arising from non-compliance and actions taken to address.</p>		X
Statutory and Mandatory Exception report	M	AN	<p>The Supplier shall maintain data on assets which are not Statutory and Mandatory compliant of the Affected Property. This information is to be available to the Buyer in real time and summarised in a monthly Statutory and Mandatory Exception report. The report shall include:</p> <p>The details of all Level 2 assets where the Level 2 asset or its sub-assets or components are non-compliant with a Statutory or Mandatory requirement, including the date this was reported to the Buyer. The report 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, was restored to full working condition and brought back into service. The report shall also include any mitigating action taken.</p> <p>Details and timeframes for costed remedial action to restore compliance.</p> <p>Details of any mitigating action taken by the Supplier.</p>		

CALL-OFF SCHEDULE 15 – CONTRACT MANAGEMENT

Reactive Maintenance report	M	AN	<p>The Supplier shall maintain data on Reactive Maintenance. This information is to be available to the Buyer in real time and summarised in a monthly Reactive Maintenance report. The report shall include:</p> <p>Details of the number of Reactive maintenance tasks broken down by Response Category, type of work / trade and value of responses.</p> <p>Details of performance against response Targets.</p> <p>Details on performance against 'first time fix' target and number of visits taken to repair a fault.</p>		X
Void Preparation report	M	AN	<p>The Supplier shall maintain data on Void Preparation. This information is to be available to the Buyer in real time and summarised in a monthly Void Preparation report. The report shall include;</p> <p>Details of the Suppliers VPrep forecast (including their predicted ready-to-occupy date).</p> <p>Details of any agreed time reliefs for VPrep.</p>		X
Billable Works report	M	AN	<p>The Supplier shall maintain data on Billable Works. This information is to be available to the Buyer in real time and summarised in a monthly Billable Works report. The report shall include:</p> <p>Details of the number of Billable Works instructed to the Supplier and progress with delivery of the works.</p> <p>Details of the financial value of the Billable Works.</p>		
Property Damage report	E	IN	<p>The Supplier shall maintain data on damage to the Affected Property. This information is to be available to the Buyer in real time and summarised in a monthly Property Damage report. The report shall include:</p> <p>Details of any wilful damage to the Affected Property, including caused by the Occupant, or a third party.</p> <p>Details of any damage arising from other causes such as storm or flood damage.</p>		X
Energy Efficiency report	Q	AN	<p>The Supplier shall maintain data on energy efficiency investments and enhancements on the Affected Property. This information is to be available to the Buyer in real time and summarised in a quarterly Energy Efficiency report. The report shall include:</p> <p>Details of energy savings or reductions in CO2 emissions achieved through investments made energy efficiency investments made on the Affected Property.</p>		

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Sustainability	A	FO	<p>Sustainability Development. The Supplier shall be prepared to report against its Sustainable Development action plan which captures the Suppliers sustainability commitments, associated targets and actions.</p> <p>Having undertaken Sustainability Appraisal Screening for all systems, works and projects the Supplier will report where Sustainability Appraisals are required and the outcomes.</p>	X	
Sustainable Procurement		FO	The Supplier shall record progress against Flexible Framework Level 5 attainment on the MIS. This information is to be available to the Buyer in real time.		X
Sustainable Communities and Social Value	A	FO	The Supplier shall report annually to the Buyer the effectiveness of the delivery against sustainable communities and social value targets, benchmarked against wider industry.		X
Waste Management		AN	The Supplier shall maintain data on all waste produced to the Supplier in delivery of the Contract. The format of the data shall be compliant with the Buyer's reporting requirements and shall be provided to the Buyer upon request.		X

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 Information