



Defence  
Infrastructure  
Organisation

## **Call-Off Schedule 30**

### **Health and Safety**

### **Built Estate**

REF: RM6089

Version 1.0 dated 01 Jun 21

## **CALL-OFF SCHEDULE 30**

### **HEALTH AND SAFETY**

#### **1. Health and Safety General Requirements**

- 1.1. The Buyer places the highest priority on safety and, as such, the Supplier shall discharge the Contract requirements to ensure that they and the Buyer comply with Legislation, HSE Approved Codes of Practice (ACOP) and Guidance, good industry practice, the Buyer's requirements, policies and procedures together with the Health, Safety, Fire and Environmental Policies and Procedures for each Affected Property.
- 1.2. This Schedule summarises the Buyer's principal health and safety requirements to secure safety and compliance. The Supplier shall in all cases comply with Legislation, HSE guidance, Defence HSEP Policy, Defence Regulations, Defence Codes of Practice and the Buyer's requirements, Infrastructure Standards, policies and procedures. Full details of these requirements are available via the Health and Safety Executive website and the Buyer's Virtual Data Room. Where the Supplier identifies a conflict or omission with the requirements and a Statutory Duty, the Statutory Duty shall be complied with and the Buyer's Representative advised immediately of the conflict.
- 1.3. The Supplier shall comply with and act on instructions given by the Buyer's authorised End Users, acting in accordance with their delegated health and safety responsibilities. This includes but is not limited to responding to emergency situations and exercises and complying with local policies and procedures.
- 1.4. The Supplier shall operate an effective Safety, Health and Environmental Management System (SHEMS) for the delivery of the Contract. The SHEMS will include an assurance and reporting regime that meets the requirements of the Buyer's assurance requirements including, but is not limited to, the Service Delivery Estate Management Practitioner Guide EM02.
- 1.5. The Supplier shall align their SHEMS to the Buyer's SHEMs.
- 1.6. The Buyer's policies and procedures and referred documents are to be found in the Virtual Data Room, which shall remain accessible to the winning Tenderer post award of the Contract.

#### **2. Health and Safety Organisation**

- 2.1. The Supplier shall continually have available, throughout the duration of the Contract, suitable and sufficient competent health and safety support and advice to discharge the requirements of the Contract and to retain familiarity with the specific issues of delivering on the Affected Premises. The Supplier shall not change the organisational Health and Safety arrangements including

Health and Safety Advisers or roles and responsibilities without consultation and explicit approval of the Buyer.

- 2.2. The Supplier shall publish and maintain documentation detailing their organisation and arrangements for health and safety. The documentation shall include organograms which clearly set out their organisation including: operatives, supervisors, managers and health and safety advisors. The documentation shall include details of role, responsibilities and training.
- 2.3. The Supplier shall ensure its H&S Management System includes processes to assess, quantify and record the risks associated with any activity under this Contract. This will include, for example, reviewing its own and sub-contractor's risk assessments and method statements, together with those of other Buyer appointed suppliers, with consideration to the environment where work will take place, Head of Establishment and others who may be affected by the work, to determine the appropriate level of supervision and control required commensurate with the risk.

### **3. Supplier Health, Safety and Environmental Management System**

- 3.1. The Supplier shall ensure full compliance for all work activities and materials by having robust information gathering and implementation procedures. The Supplier shall ensure:
  - 3.1.1. That as well as complying with all Legislation, HSE ACOP and Guidance, they horizon scan for and respond to proposed changes to Legislation, ACOP and other Guidance and best practice.
  - 3.1.2. They advise the Buyer of any forthcoming changes to Legislation or HSE Approved Codes of Practice or Guidance that could affect the delivery of the Contract, the Buyer's ways of working or, any designs.
  - 3.1.3. They comply and keep up to date with the Buyer's Safety Notices, Technical Bulletins, Safety Alerts, Policy Instructions, Technical Standards, Head of Establishment Notices and other policy documents and ensure that the requirements are formally implemented within their working practices and procedures. The Supplier shall respond within the timeframe detailed in the Buyer's Safety Alerts and Notices to make safe.
  - 3.1.4. They advise the Buyer of any non-conforming product that is in use or has been supplied that is now non-compliant, or failed inspection, that has an impact on health and safety.
  - 3.1.5. They effectively and collaboratively participate in the review and development of the Buyer's Requirements and policies as they apply to the Affected Property throughout the Contract period.
- 3.2. The Supplier shall ensure that all statutory and mandatory inspections are sequential and completed to programme and ensure that all remedial works are

carried out within time scales or alternative process implemented until such time of completion. The Supplier is to advise the Buyer of options for compliance.

**3.3. The Supplier will inform the Buyer of:**

- 3.3.1. Items of plant/equipment which they consider are not listed on the Asset Register.
- 3.3.2. Items of plant/equipment that are non-compliant.
- 3.3.3. Any remedial works required and when they are completed.
- 3.3.4. Any actions required to maintain safety of an asset.
- 3.3.5. Any temporary safeguards required for the interim between awareness of the issue and the carrying out of the remedial actions.
- 3.3.6. Any outstanding health and safety issues not closed out.

- 3.4 The Supplier shall replace at their own cost any non-conforming product that has been installed by them contrary to the Buyer's requirements, Manufacturer's Instructions, Policy, Technical Bulletins, Technical Standards, Safety Notices, Practitioner Guides, Legislation, etc. that are extant at the time of installation or design. Additionally, the Supplier will replace at their own cost any item that fails where the Supplier or their supply chain have not adhered to the requirements of operation and maintenance manuals, Buyer's Requirements or Manufacturer's Instructions.

**4. Local Safety Management Systems**

- 4.1. In addition to those systems detailed within JSP 375 Part 2 Vol 3, the Supplier shall ensure it remains cognisant, and fully complies, with all Buyer's local safety management systems and access controls that exist on the Affected Property. These typically apply to, laboratories, munitions storage and processing facilities, airfields, permanent way (railways), docks and harbours. Where these systems are in place the Supplier shall liaise with the Buyer and comply with any conditions or restrictions imposed in the interests of safety and security. Additionally, certain activities and workplaces will require that the Supplier establishes and maintains an Occupational Health Surveillance programme. This may necessitate individuals to have inoculations, provide samples, undergo medical examination or other medical tests.

**5. Health and Safety Training**

- 5.1. The Supplier shall conduct training needs analyses to determine the health and safety training needs for the delivery of the Contract. This shall include but not be limited to:

- 5.1.1. Training required for each role within the Contract including training required by Legislation, HSE ACOP/Guidance and the Buyers policies and requirements.
- 5.1.2. Any training required to be completed prior to In Service Date (ISD) e.g. asbestos.
- 5.1.3. Refresher training requirements, dates and maximum periodicity between each training need.
- 5.2. The Supplier shall plan, deliver and monitor training in accordance with HSE guidance document INDG 345 and the Buyer's policies.
- 5.3. The Supplier will conduct site specific induction training for all its employees, subcontractors and visitors at a site where it is responsible for carrying out activities in support of the Contract. This may include attending training required, or provided, by the Head of Establishment (HoE) on; general site hazards, local site policies and procedures, Human Factors, Error Management and H&S management. This may require supplementing with Supplier specific information, or may be entirely the responsibility of the Supplier, where no HoE induction process or provision exists.
- 5.4. The Supplier shall provide general health and safety awareness training to all staff involved in the delivery of the Contract and extend an invite to the Buyer where training would be common to both parties in, but not limited to, the disciplines listed below:
  - 5.4.1. General Health and Safety.
  - 5.4.2. Fire Safety.
  - 5.4.3. Manual Handling.
  - 5.4.4. Display Screen Awareness.
  - 5.4.5. Asbestos Awareness.
  - 5.4.6. Legionella Awareness.
  - 5.4.7. Unexploded Ordnance (UXO) Awareness.
  - 5.4.8. Emergency First Aid.
  - 5.4.9. Security issues where health and safety may be impacted.
  - 5.4.10. Safe Systems of Work.
- 5.5. The Supplier shall identify and provide additional health and safety specific training where higher levels of competence are required by Legislation, HSE guidance by Buyer mandated policy or mandated policy detailed by the Head

of Establishment. Examples of where further training will be required include but are not limited to:

- 5.5.1. Asbestos – Appointed Persons.
- 5.5.2. Legionella – Appointed Responsible Persons.
- 5.5.3. Construction Site Safety – Supervisors and Competent Persons.
- 5.5.4. Fire – Responsible Persons and Risk Assessors.
- 5.5.5. Gas safety – Manager and Responsible Persons.
- 5.5.6. Diving.
- 5.5.7. High risk activities defined in JSP375 Part 2 Volume 3 – Safe Systems of Work for Authorising Engineers, Authorised Persons, Persons in Charge and Skilled Persons.
- 5.5.8. Human Factors in the Defence Aviation Environment.
- 5.5.9. Major Accident Control specified roles.

## **6. Supplier Selection, Competence, Management**

- 6.1. The Supplier shall ensure their supply chain contractors are capable and competent and shall carry out appropriate checks to ensure their capability and competency. These checks are to be robust and reflect those required under the CDM Regulations and the Management of Health and Safety Regulations and include but are not be limited to:
  - 6.1.1. The selection of a supply chain that have suitable skills, knowledge, experience, training and are appropriately licensed and have adequate insurance for work under the Contract such as, work on asbestos surveying and removal.
  - 6.1.2. Competence and experience in work of similar nature, complexity and size.
  - 6.1.3. Availability of management and work force to ensure contractors are not overstretched at the time of contract award.
  - 6.1.4. Ensuring effective health and safety management control over the work by formally monitor progress and compliance on site.
- 6.2. The Supplier shall prepare and implement an assurance programme to monitor health and safety in delivery across the Contract. This shall include site and management audits carried out on delivery by both the Supplier's staff and supply chain. The programme shall include assurance at all levels including as a minimum:

- 6.2.1. Director level H&S audits 6 monthly.
  - 6.2.2. Senior Manager H&S audits 3 monthly.
  - 6.2.3. H&S Manager H&S audits Monthly.
  - 6.2.4. Site manager H&S audits weekly.
  - 6.2.5. Sub-Contractor H&S Manager H&S audits Monthly.
  - 6.2.6. Sub-Contractor on site manager H&S audits weekly.
- 6.3. From time to time the Buyer reserves the right to carry out ad hoc health and safety reviews for which the Supplier and the Sub-contractors shall make available any documents and personnel to facilitate these reviews. These reviews may include, but not be limited to, issues identified in this Schedule.

## **7. Supplier Assurance**

- 7.1. The Supplier shall use competent evaluators to ensure the standards of delivery are commensurate with the standards detailed in this Schedule and will include, but not be limited to:
- 7.1.1. A robust review process by the Supplier's management to ensure compliance and to improve from lessons learnt.
  - 7.1.2. Senior management, at Director level, reviews and authorises the procedure.
  - 7.1.3. Suitable and sufficient levels of checking is undertaken prior to employment of any proposed supplier in respect to compliant health and safety and currency of legislation compliance.
  - 7.1.4. Management/ownership of change, or any incident and reviewing the suitability and compliance of the supply chain member.
  - 7.1.5. Re-evaluation of the supply company for compliance and suitability where concerns are raised by the Buyer.
  - 7.1.6. Review all supply chain members yearly, or on change of circumstances (e.g. different types of work required of them).

## **8. Buyer 4C's Process**

- 8.1. The Supplier shall comply with the Buyer's 4Cs process for the management of visiting workers and contractors as detailed in JSP 375. The Supplier shall operate in accordance with the local Head of Establishment's 4Cs written procedures from the In-Service Date (ISD).

- 8.2. The Supplier shall liaise, co-operate and comply with the Establishment's 4Cs Duty Holder within the spirit of the 4Cs process to develop local procedures for planning and notifying intended works under its control, in order that site activities can be de-conflicted.
- 8.3. The Supplier shall provide information and training to the Establishment's 4C's Duty Holders, Area Custodians and Building Custodians in those areas where the Supplier manages the risk, this includes but is not limited to:
  - 8.3.1. Asbestos.
  - 8.3.2. Legionella.
  - 8.3.3. Fire Infrastructure including Alarms.
  - 8.3.4. Electricity.
  - 8.3.5. Gas.
- 8.4. The Supplier shall implement management procedures under the Buyer's 4Cs process in respect of Host and Area Custodian roles as defined in JSP 375, where the Supplier has responsibilities for any visitor, worksite, area or activity.
- 8.5. The Supplier shall, on request and on behalf of the Buyer, provide hosting services (including site health and safety induction, supervision, escorting and facilitating local co-ordination) to other visiting Suppliers of the Buyer, such as surveyors and Utility providers which are not under the Suppliers direct or contracted control.
- 8.6. The Supplier shall in a timely manner provide estate and infrastructure information, data and drawings on the Buyer's behalf to legitimate authorised third parties, regardless of to what extent the Supplier has any contractual control over them.
- 8.7. The Supplier shall undertake the role of Responsible Person under the Regulatory Reform (Fire Safety) Order for those areas where they are the sole occupier, sole user, Area or Hazardous Area Custodian or Principal Contractor, such as its offices, workshops, storage areas, plant rooms, construction sites, etc. This role shall include but is not limited to:
  - 8.7.1. Undertaking and recording the statutory Fire Risk Assessment.
  - 8.7.2. Weekly testing of installed fire alarm systems.
  - 8.7.3. Monthly inspection of fire extinguishers.
  - 8.7.4. Inspection of emergency lighting in line with the requirements of BS5266.



## **9. Public Safety**

- 9.1. The Supplier shall ensure Public Safety is part of the planning and risk assessment process for all operations and works, including construction, conducted on the Affected Property. The term public includes occupants, visitors and other site users.
- 9.2. Dependent on the extent and complexity, the Supplier will inform the Head of Establishment and the Buyer of any site works likely to affect the public at least 14 days prior to site works commencing.
- 9.3. The Supplier shall particularly ensure that safety is considered in relation to the likelihood of vulnerable groups, such as the elderly or children and those not employed by the Supplier, being affected, both while the site is operational and after hours.
- 9.4. The Supplier shall consider all hazards likely to affect the public, particularly children, including but not limited to:
  - 9.4.1. Security – all sites of work shall be left secure and in a safe condition at the end of each work day.
  - 9.4.2. Falling Objects – the Supplier must prevent falling objects, including objects falling outside of the construction site boundary.
  - 9.4.3. Vehicle Movements – consideration should be given to limiting deliveries and vehicle movements during times where public activity is high, e.g. school bus pick-up/drop off. Particular care shall be taken at the site entry / exit points and construction routes where military training activities, joggers, walkers and cyclists may interface with large vehicles and plant.
  - 9.4.4. Scaffolding and access equipment – the Supplier shall ensure that members of the public are well segregated from these potential sources of danger.
  - 9.4.5. Storing and Stacking materials – the Supplier shall ensure items are stored securely within site perimeters, in secure compounds and surface run-off into site drainage is minimised.
  - 9.4.6. Openings and Excavations – the Supplier shall ensure any open excavations are securely and suitably barriered off and illuminated to prevent falls into the excavations.

## **10. Maintenance of H&S & Security Related Warning Signage**

- 10.1. The Supplier shall ensure that a regime of Inspection and Maintenance of all Health & Safety (H&S) and Security Signage is implemented for all sites covered under the Contract. This includes road traffic signage.

- 10.2. The Supplier shall ensure that visual inspections of all H&S and Security Signage takes place at least annually. These inspections shall check for:
  - 10.2.1. The presence of the Signage (Is it still there?).
  - 10.2.2. The ongoing requirement for the sign (Is it still relevant?).
  - 10.2.3. The Legibility of the Signage (Can it be read?).
  - 10.2.4. The visibility of the Signage (Can it be seen?).
  - 10.2.5. The suitability of the Signage (Is it the right type for the hazard?)
  - 10.2.6. The coverage of the Signage (Are there enough/too many for the area in question?).
  - 10.2.7. The compliance of the Signage (If Health & Safety Signage, does it still comply with Safety Signage and Signals Regulations 1996?).
  - 10.2.8. The condition of signage fixings (Are any missing, are they in good condition, do they pose a security threat?).
- 10.3. Where any of the above standards are not met the Supplier shall replace the signage/fixings at the earliest opportunity, in the case of H&S signage ensuring that the replacement meets the Safety Signage and Signals Regulations 1996. In the case of Security Signage ensuring that the replacement meets the local Security and Buyer signage requirements.
- 10.4. The Supplier shall ensure that when replacing existing damaged signage, or installing new signage, the fixings used meet the local security and Buyer requirements and do not pose a security risk by aiding the ability to breach security (i.e. can be used as a climbing aid on fencing) or create a safety risk (i.e. non-frangible posts in certain road traffic zones).
- 10.5. The Supplier shall ensure that when replacing or installing signage, consideration is given to the local conditions in selecting appropriate signage material and backing, e.g. on exposed airfields, polycarbonate photo-degrades quickly and can cause Foreign Object Damage (FOD) hazards due to high wind exposure; On external fences and remote sites, metal signage whilst more robust is also more attractive to metal theft.
- 10.6. The Supplier shall ensure that where replacement signage is unavailable (i.e. needs to be ordered or made) they ensure that a system is put into place to adequately warn of the hazard until the permanent signage is available and installed.

## **11. Health & Safety Executive or other enforcement authorities**

- 11.1. There is an agreed national access protocol between enforcing authorities and Buyer where site visits are to be co-ordinated through the relevant HoE. The

Supplier shall notify the Buyer immediately when any communication is received from the Health and Safety Executive (HSE or HSE NI), or any other enforcement authority, indicating their intention to visit the Affected Property or in relation to activities under Contract.

- 11.2. The Supplier shall facilitate the visit and ensure full co-operation when the HSE or other enforcement authority advise they wish to visit.
- 11.3. Before the HSE or other enforcement authority leave the Affected Property, the Supplier shall ascertain whether HSE require any action, or are intending to make a return visit, or invoice under Fees for Intervention. This information shall be passed to the HoE and Buyer's nominated representative (Service Manager or equivalent) as soon as practicable but, within 1 (one) working day.
- 11.4. The Supplier shall inform the HoE and Buyer's nominated representative (Service Manager or equivalent) as soon as practicable but, within 1 (one) working day if any Prohibition or Improvement Notice is served by the HSE, or other enforcement authority, on any of the Supplier's activities, or against any of its personnel or supply chain, ensuring that full details are given.

## **12. Review of Legislation, Guidance or Policy**

- 12.1. From time to time Her Majesty's Government (HMG) or HSE may review, revise or update existing health and safety Legislation, Approved Codes of Practice or Guidance. The Buyer may update their existing policies or procedures to secure compliance to these updates or to reflect changes in the way Infrastructure Management is delivered in MOD. The Supplier shall include, where changes were in the public domain of prior to Contract, the cost of any such updates or revisions in their tender price for this Contract.

## **13. Accidents and Incidents**

- 13.1. The Supplier shall report to the Buyer's nominated representative (Service Manager or equivalent) and Head of Establishment as soon as practicable but, within 1 (one) working day, any accident (including environmental), incident, dangerous occurrence or near miss that could expose or potentially expose the Buyer to liability.
- 13.2. The Supplier will report all RIDDOR applicable events to the HSE/HSE NI in line with Legislation and as soon as practicable but, within 1 (one) working day to the Buyer's nominated representative (Service Manager) and other relevant stakeholders (Establishment HoE, Buyer's CESO).
- 13.3. The Supplier shall submit a monthly return by the 5th working day of each month for all accidents, incidents, RIDDORs and near misses incurred or reported to them or their supply chain in delivery of the Contract to the Buyer's nominated representatives (Service Manager and DIO CESO). The report is to be completed in accordance with DIO User Guide 2017/01.

- 13.4. The Supplier shall record health and safety and environmental incidents and near misses on the Computer Aided Facility Management (CAFM) System and submit a report to the Buyer within five (5) Working Days of a request.
- 13.5. The Supplier shall ensure that all accidents, incidents, dangerous occurrences and near misses are fully investigated by an appropriately competent, qualified and trained person as soon as is practicable, including the production of a report, providing the report to the Buyer and advising the Buyer of findings and ensure appropriate mitigation measures are put in place and their success monitored. Where any accident, incident, dangerous occurrence, or near miss occurs under the control of a safety document issued in pursuance of JSP375 Part 2 Volume 3, the investigation is to be undertaken by the appropriate discipline Authorising Engineer (See serial 16.10).
- 13.6. The Supplier shall provide evidence, on request, that findings and mitigation from investigations have been implemented and their effectiveness reviewed.
- 13.7. The Supplier shall agree roles and responsibilities one (1) month prior to ISD, for emergency response plans, including fatality exercises and demarcation agreements, with the Buyer, other contractors and regulating bodies.
- 13.8. The Supplier shall undertake and record a statutory First Aid needs assessment for all its activities and operating locations, with specific consideration to remoteness of some sites, limitations in radio/mobile communications, lone and peripatetic workers and provision for visiting workers under its control. The Supplier shall provide appropriate First Aid training, resources and equipment as identified by its needs assessment which should not be reliant on the Buyer's arrangements.
- 13.9. The Supplier shall freely share with the Buyer its lessons learnt and best practice developed from accident/incident investigation across all of the Buyer's contract base, using tools such as the Buyer's Industry Suppliers' Safety Portal.
- 13.10. For any MOD establishment which is subject to the Major Accident Control Regulations (MACR) as defined in JSP 498, the Supplier shall provide sufficient competent resources to:
  - 13.10.1. support the Head of Establishment and Incident Controller
  - 13.10.2. undertake assigned roles under the Major Accident Prevention Policy and On-Site Emergency Plan.

Note: On MOD installations with significant holdings of dangerous substances, MOD implements MACR arrangements to achieve Major Accident preventative measures at least as protective as those achieved by non-MOD controlled sites which fall within the scope of the Control of Major Accident Hazards Regulations 1999 (CoMAH). The aim of MACR is to prevent Major Accidents and mitigate the consequences to human health and the environment.



#### **14. Safety Alerts and Notices**

- 14.1. The Supplier shall comply with and implement the Buyer's Safety Alerts and Notices and ensure that the requirements including reporting requirements are formally implemented within their working practices and procedures.
- 14.2. The Supplier shall respond and comply within the timeframe detailed in the Buyer's and manufacturer's Safety Alerts and Notices to make safe and maintain a database of all Safety Alerts and Notices and details of the action taken on them on the CAFM system.
- 14.3. Initial data gathering to assess if a Safety Alert and Notice is applicable will be included in the Contract price but, the completion of additional mitigation measures to comply with the Safety Alert or Notice will be a call off service with costs agreed on a case by case basis.

#### **15. Known Hazards**

- 15.1. The Supplier shall comply with and implement the Statement of Known Hazards Process as detailed in JSP 375, Part 2 Volume 1, Chapter 33 – Maintenance Construction and Excavation and MOD Form 5050 (SofKH) and ensure the information is effectively communicated to those planning break ground/excavation work in a timely manner. The Supplier shall fully comply with the requirements of HSG47, Avoiding Danger from underground services, and Statement of Known Hazards process ensures successful communication of information such as:
  - 15.1.1. information on buried services,
  - 15.1.2. utilities,
  - 15.1.3. ordnance and ground contamination.
- 15.2. In line with local procedures, which may vary by Establishment, the Supplier shall undertake the role of Authority Local Representative on behalf of the Buyer, as well as that of Maintenance Management Organisation.
- 15.3. The Supplier shall cooperate with the 4Cs Duty Holder and local procedures to facilitate all excavation activities on the Establishment, regardless of who they are carried out by and to what extent the Supplier has control over or a contractual relationship (e.g. third-party contractors engaged by utilities providers).
- 15.4. The Supplier shall, by consulting estate information held on the Buyer's behalf, contribute information, data and service drawings via a Statement of Known Hazards for all excavation activities on a site. The Statement of Known Hazards will be issued as a controlled document in hard copy format only.
- 15.5. On Establishments where there is insufficient data available to inform the Statement of Known Hazards process, excavations shall be carried out in

accordance with HSE Guidance Note HSG 47 and Defence Estates Specification 034.

## **16. Safe Systems of Work / Permits to Work**

- 16.1. The Supplier shall establish and maintain suitable and sufficient arrangements to discharge the requirements of JSP375 Part 2 Volume 3, Gas and Diving safety arrangements to ensure that a consistent and coherent Safe System of Work is in place for all high-risk activities (Electrical, Mechanical, Dental Air and Vacuum, Petroleum, Confined Spaces, Working at Height, Medical Gas, Gas, LPG, Diving) that are undertaken at the Affected Property and are undertaken in accordance with the Secretary of State's Policy. Additionally, the Supplier shall provide the Buyer with details of the organisational arrangements to effectively demonstrate the discharge of the requirements at least annually or on a change of personnel. The requirements of 2.1 shall also apply to these specific organisational arrangements
- 16.2. The Supplier shall ensure that there are sufficient dedicated licenced Authorising Engineers available to discharge the function on behalf of the Buyer including, but not limited to, deputising arrangements for each discipline and any sub-discipline identified in JSP375 Part 2 Volume 3.
- 16.3. The Supplier shall ensure that there are sufficient dedicated appointed Authorised Persons available to discharge the requirements of JSP375 Part 2 Volume 3 including the delivery of maintenance, billable works, support for other works as described elsewhere in this Schedule and the maintenance of a compliant up to date Document Centre for each site.
- 16.4. The Supplier shall on request, and on behalf of the Buyer, allow for the embedding of appropriately qualified military personnel within the Authorised Person delivery structure in order that they can be trained and gain experience in the establishment and operation of the principles of JSP 375 Part 2 Volume 3 and MOD Safe Systems of Work. The Supplier will be required to functionally manage them in respect of Authorised Person tasks and development. *[Explanatory note: These skills are required for application in military works areas on operations overseas and Defence Command Royal Engineers must retain the ability to operate independently overseas, establishing deployed operating bases. The military numbers should not be included within the minimum baseline resources for the delivery of the service as their availability and trade discipline cannot be guaranteed.]*
- 16.5. The Supplier shall provide sufficient, as agreed with the Buyer, suitably qualified and experienced Skilled Persons and Persons in Charge in accordance with JSP 375 Part 2 Volume 3 – Chapter 2 – Common Requirements, for all disciplines as required to effectively operate and maintain the systems on each site.
- 16.6. The Supplier shall provide sufficient Authorising Engineers and Authorised Persons to support discharging the requirements of JSP 375 Part 2 Volume 3 for all Projects procured by the Buyer, undertaken on the Affected Property,

with which the Supplier may have no direct contractual relationship. This service shall include assessing the competence of, and issuing permits to work to, third party contractors' Skilled Persons where applicable.

- 16.7. The Supplier shall ensure that an Authorising Engineer audit report is completed for each site, in accordance with Buyer policy, and that any non-conformance identified in the Authorising Engineer audit report is corrected within the timescale identified and provide details of their close out to the Buyer on a monthly basis.
- 16.8. The Supplier shall ensure that all licenced Authorising Engineers attend the Buyer's events such as the annual Authorising Engineer Continuous Improvement Forum in order that they remain aware and input to the development of JSP375 Part 2 Volume 3.
- 16.9. The Supplier shall ensure that Authorising Engineers engage collaboratively and effectively in improvement of the policy and practice within the Supplier and Buyer organisation and ensure Authorising Engineer attendance of discipline specific Improvement Working Groups when requested.
- 16.10. The Supplier shall ensure that where any accidents, incidents, dangerous occurrences or near misses have occurred in connection with the application of any safety document issued in pursuance of JSP375 Part 2 Volume 3, they shall be investigated as soon as is practicable by the appropriate discipline Authorising Engineer, and a copy of the resulting report sent to the Buyer. Where the Buyer wishes to undertake further investigation, the Supplier will ensure full cooperation of its employees and supply chain with those undertaking the investigation on the Buyer's behalf.
- 16.11. The Supplier shall ensure that they have in place and maintain a program of succession planning and business continuity, in order that they have suitably qualified and experience people available to be appointed as Authorising Engineers and Authorised Persons in the event of incumbents of those roles being unable to fulfil the function.

## **17. Gas Safety Management**

- 17.1. The Supplier shall be responsible for the safe operation and maintenance of the gas infrastructure, networks, distribution, services and equipment assets on the Affected Property in accordance with the MOD Exemplar Gas Safety Case together with the Gas Safety Management Plan.
- 17.2. The Supplier is responsible for planning, organising and managing the operation, maintenance and repair of equipment and may include carrying out network analysis, design and construction of new works. The Supplier will discharge this duty by appointing Gas Safety Manager(s) (GSM(s)) and Responsible Person(s) (RP(s)(Gas)).
- 17.3. The Supplier shall ensure that there are sufficient dedicated appointed GSM(s) and RP(s)(Gas) available to discharge the requirements of the MOD Exemplar Gas Safety Case.



- 17.4. The Supplier GSM is appointed and licenced by the Buyer's Senior Mechanical Engineer (Gas), as defined in the MOD Exemplar Gas Safety Case. The GSM(s) will ensure the necessary arrangements and assurances required by the MOD Exemplar Gas Safety Case and Gas Safety Management Plan(s) (GSMP(s)) are being appropriately implemented.
- 17.5. The Supplier shall ensure that a RP(s)(Gas) who meets the competence requirements is appointed by the GSM(s), in writing, at each establishment.
- 17.6. The Supplier shall ensure that the GSM(s) and RP(s)(Gas) appointed have sufficient knowledge, training and resources to carry out these roles.
- 17.7. The Supplier shall put in place arrangements and provide, review and maintain suitable and sufficient GSMP(s) for all fixed gas infrastructure.
- 17.8. The Supplier shall ensure that any work carried out on Gas Systems is to be managed by an appointed RP(Gas).
- 17.9. The Supplier shall ensure that, where a company is employed to work on gas installations, the individuals concerned are registered with the appropriate Registration Body and have a certificate of competence appropriate to the type of work and system to be worked upon.
- 17.10. The Supplier shall ensure that the site key stakeholders are aware and understand any implications work on gas networks may have on the establishment, this may include any loss of supply or works which effect daily operations.

## **18. Diving Management**

- 18.1. The Supplier shall ensure that all diving operations, whether within the United Kingdom or overseas, and all associated diving personnel including sub-contract personnel, shall be compliant with the Diving at Work Regulations 1997 [DWR97] and appropriate Health & Safety Executive [HSE] Approved Code of Practice (ACOP) and Guidance relevant to the nature of the diving project. This shall include but not be limited to the requirement that:
  - 18.1.1. All members of the diving team shall hold appropriate levels of professional qualification as detailed in the HSE List of Approved Diving Qualifications associated with DWR97.
  - 18.1.2. All divers must hold an in-date Certificate of medical fitness to dive. For overseas diving activities, divers not holding a medical certificate of fitness to dive issued by an HSE medical examiner of divers shall be medically certificated in accordance with IMCA Information Note D20/01 issued July 2001 and any subsequent amendments thereto.

- 18.1.3. The Supplier shall provide an evidenced demonstration to the Buyer or their authorised representative, that they have satisfied themselves that the Diving Contractor has discharged its duties under the DWR97 and is suitability to undertake diving activities under the Contract.
- 18.1.4. The Buyer reserves the right to independently satisfy itself of the Supplier or Diving Contractor's suitability.
- 18.1.5. Prior to commencement of any diving activity, the Supplier shall secure that the Diving Contractor has provided to them, or their authorised representative, a detailed Diving Project Plan and Risk Assessment.
- 18.1.6. At least ten (10) working days prior to any diving activity, the Supplier shall provide details of the dive activity to be undertaken to the Buyer's Senior Authorising Authority Diving.

**19. Hazardous Areas and the Dangerous Substances and Explosive Atmospheres Regulations (DSEAR)**

- 19.1. There are a number of locations on the Affected Property that are classified as Hazardous Areas and that fall under the requirements of the Dangerous Substances and Explosive Atmospheres Regulations. These may include, for example, dangerous goods storage, petroleum installations and hazardous waste installations, battery charging facilities, gas installations etc. The Supplier shall ensure that for any tests, maintenance, inspection or works or visits carried out in these areas:
  - 19.1.1. They undertake close liaison and comply with any safety precautions required by the Hazardous Area Manager (HAM) when planning and executing any work.
  - 19.1.2. They do not compromise the control measures in place and comply fully with the HAM rules and procedures such as the requirement for a permit to work issued by the HAM.
  - 19.1.3. That anyone specifying, designing or undertaking work for areas with a classification under DSEAR or any areas that will attract a DSEAR classification has the appropriate competencies for the work.
  - 19.1.4. That where work has been done that changes existing DSEAR classifications or introduces new ones, they update existing or provide a new zonal classification drawing and advise the HAM of the changes; see also Chapter 15.
  - 19.1.5. They comply fully with the area classifications and where equipment in a DSEAR classified area is going to be inspected, maintained modified or changed or installed and that the works or replacement meets the DSEAR classification for that area.

- 19.1.6. That the relevant SSOW and permit to work requirements as detailed in JSP 375 Part 2 Vol 3 and/or other requirements for work in hazardous areas are fully met.

## **20. Construction (Design and Management) (CDM) Regulations**

- 20.1. The Supplier shall comply with the extant CDM Regulations and good industry practice, as detailed in the associated HSE Approved Codes of Practice and Guidance such as HSE publications L153 Managing health and safety in construction and HSG 150 Health and safety in construction, and relevant policies included in Virtual Data Room.
- 20.2. The Buyer is appointed as the Client for the Affected Property, except under the following circumstances where the Supplier shall undertake the Client role as described by the CDM Regulations:
- 20.2.1. Works where the Supplier controls the budget and provides a service automatically to repair or replace items below the Inclusive Repair Threshold (IRT), without direction from the Buyer.
- 20.2.2. Fast Track change requests delivered without direction from the Buyer.
- 20.3. The Supplier shall notify the Buyer in writing to seek resolution where, in accordance with CDM Regulations, they are unable to fulfil the Client role for works specified.
- 20.4. The Supplier shall carry out the role of Principal Designer (PD) as defined by the CDM Regulations, including statutory consultation and the collection/collation of Pre-construction Information, for the Affected Property where applicable to the Services being provided.
- 20.5. The Supplier shall undertake three (3) months prior to ISD, the role of CDM Designer and Principal Designer (PD) and any delegated Client duties, as defined by CDM Regulation, where appointed by the Buyer to do so.
- 20.6. The Supplier shall carry out the role of the Principal Contractor as defined by the CDM Regulations as applicable to the Contract. This will involve coordinating and monitoring the activities of all supply chain members to ensure they comply with Health and Safety legislation, good industry practice and approved risk assessments and method statements and, that the quality of their workmanship is monitored and recorded to provide assurance to the Buyer.
- 20.7. The Supplier shall ensure that any person or organisation appointed to carry out any role described in the CDM Regulations shall have the requisite skills, knowledge, experience, training and organisational ability to discharge that role in a safe and competent manner.
- 20.8. The Supplier shall put in place people and implement and monitor procedures to discharge their roles under CDM. These shall include but not be limited to:

- 20.8.1. Sufficient personnel with the requisite skills, knowledge, experience and training, including verifying such for sub-contracted activities.
  - 20.8.2. Notification of construction and demolition projects.
  - 20.8.3. Ensuring adequate arrangement for managing high risk activities including but not limited to:
    - 20.8.3.1. Falls from heights.
    - 20.8.3.2. Collapse of excavations and structures.
    - 20.8.3.3. Exposure to building dusts and asbestos.
    - 20.8.3.4. Electricity, Gas and Diving.
    - 20.8.3.5. Protection of the public.
  - 20.8.4. Allowing adequate time to plan and manage the work safely.
  - 20.8.5. Provision of information including pre-construction information (e.g. from H&S Files) to all parties.
  - 20.8.6. Ensuring communication between all parties.
  - 20.8.7. Ensuring adequate welfare facilities are in place prior to commencement of construction work.
  - 20.8.8. Protecting the public and people on a site during any construction work.
  - 20.8.9. Ensuring that workplaces are correctly designed, and future maintenance burdens minimised by, for example, the removal or reduction of risk in future maintenance activities.
  - 20.8.10. Providing hosting and site familiarisation briefs for applicable sub-contractors', Buyer's and End-User's representatives attending the Affected Property during construction/demolition. This brief is to make persons aware of specific hazards associated with the affected property at the time of the visit and will include establishment and site emergency procedures as a minimum.
- 20.9. Construction Phase Plan: The Supplier shall ensure that for every project a Construction Phase Plan (including Demolition Plan where appropriate) is drawn up and implemented. The detail and nature of the plan shall reflect the risk associated with and complexity of the work, e.g. for simple construction projects a plan using a desktop application such as the Construction Industry Training Board (CITB) CDM Wizard App may be appropriate. The plan must set out the arrangements for achieving health and safety during the period of construction

work. These arrangements include site rules and any specific measures put in place where work involves one or more of the risks listed in Schedule 3 of HSE publication L153.

- 20.10. Health and Safety File: The Supplier shall ensure that a Health and Safety File is prepared for every construction project. The H&S File must contain relevant information about the project which should be considered when any construction work is carried out on the building after the current project has finished. Information included should only be that which is needed to plan and carry out future work safely and without risks to health and safety and, details of residual hazards/risk.
- 20.11. Facilities Management Manual: The Supplier shall ensure all Health & Safety information, as required for the Health & Safety File under the Construction (Design & Management) Regulations, is included within a Facilities Management Manual. The Facilities Management Manual remains the Buyer's property and is an integral part of any building project process and must be prepared from the initiation of the construction phase. The person responsible for the preparation of the Facilities Management Manual, and the agreed format for handover, shall be identified by the Principal Designer at the earliest opportunity. This is to ensure that; responsibility is assigned and, an early start to information gathering and manual preparation is facilitated. The Supplier shall ensure that the manual will continue to be updated until the building is demolished. An electronic copy shall be provided to the Buyer no later than two weeks after handover.
- 20.12. Where a Facilities Management Manual already exists for a facility the project information shall be integrated into the existing Facilities Management Manual, as determined by the project team and Supplier, to ensure only one Facilities Management Manual exists for each facility/utility.
- 20.13. Unless overridden by an otherwise specified standard, the FM manual should be completed in four sections:
- 20.13.1. Section 1 - shall comprise General Requirements and General Handover certificates.
  - 20.13.2. Section 2 - shall comprise Building, Civil, Public Health, Mechanical and Electrical Engineering.
  - 20.13.3. Section 3 - shall comprise Energy Management Control System, Test & Commissioning Certificates, Statutory Documentation, Fire Protection Certification & Documents.
  - 20.13.4. Section 4 - shall comprise Other Information & Documents and Supplementary Information.
- 20.14. The 'schedule of documents' forms the index for the compilation of the Facilities Management Manual and shall detail all necessary information to ensure the Buyer can safely operate, manage and maintain the complete

facility / utility and consists of the following which is not exhaustive and should be taken as a minimum:

- 20.14.1. Legislative requirements for Construction Design & Management, (CDM), Health, Safety and Environmental regulations.
  - 20.14.2. Construction details, building history, maintenance records and details of guarantees and warranties.
  - 20.14.3. Operational requirements for the building / utility.
  - 20.14.4. Provision of services.
  - 20.14.5. Performance, test and maintenance records.
  - 20.14.6. Maintenance instructions, Access methodologies and maintenance schedules.
  - 20.14.7. As-installed drawings.
  - 20.14.8. Statutory Risk Assessments (e.g. Legionella, DSEAR).
- 20.15. Operation & Maintenance Requirements - The operation and maintenance requirements of the Facilities Management Manual shall contain fully detailed information relating to operation and maintenance of the complete installation and its component parts and shall include but not be limited to:
- 20.15.1. A full description of each system installed, written in a format to ensure that the Buyer's personnel fully understand the scope and facilities provided.
  - 20.15.2. A written description of the operation of each system and its relationship to other components. This shall include performance graphs showing capacities, efficiencies, loading etc. obtained through the Energy Management Control System, (EMCS), where applicable. Performance information shall be presented as concisely as possible and contain data pertaining to equipment installed. Marked-up catalogues or catalogue pages will not satisfy this requirement.
  - 20.15.3. A written description of the operation and maintenance of each system including start-up and shut-down, operation under component failure, fault diagnosis, fault repair and operation under non-automatic and emergency situations, routine maintenance procedures, frequency, special tools/requirements etc. The sequence of operation should be cross-referenced to the relevant drawings, manufacturers data sheets etc.
  - 20.15.4. Schedules of equipment installed showing application information.

- 20.15.5. Diagrammatic drawings of each system indicating plant, equipment, valves etc. A photo-reduction of all record drawings to A1 size together with an index. CAD drawings shall be provided to meet Buyer's standard specification.
- 20.15.6. Legend of all colour-coded services.
- 20.15.7. Schedules (system by system) of plant, equipment, valves, etc. stating their locations, duties and performance figures. Each asset must have a unique number cross-referenced to the record and diagrammatic drawings and schedules.
- 20.15.8. The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
- 20.15.9. Manufacturer's technical literature for all items of plant and equipment assembled specifically for the project including detailed drawings, electrical circuit details and operating and maintenance instructions.
- 20.15.10. A copy of all Commissioning / Test Certificates. Test equipment calibration certificates for all equipment used is to be provided with the serial number of the equipment detailed on each relevant test sheet. Commissioning certificates are to cross-refer to 'as-installed' drawings and identify test results against design values.
- 20.15.11. A copy of all manufacturer's guarantees and warranties including extended warranties.
- 20.15.12. Access Method Statements, starting up, operating and shutting down instructions for all equipment and systems installed.
- 20.15.13. Control sequences for all systems installed, (as per BISRIA guide or equivalent).
- 20.15.14. Copies of relevant software required to ensure systems / equipment can be maintained in an operational state.
- 20.15.15. Schedules of all fixed and variable equipment set points established during commissioning.
- 20.15.16. Procedures for seasonal changeovers.
- 20.15.17. Information regarding the removal or dismantling of installed plant and equipment for which special arrangements for lifting, order or other special instructions for dismantling are required.
- 20.15.18. Recommendations as to the Preventative Maintenance frequency and procedures to be adopted, where necessary this is to be justified by risk assessment to ensure the most efficient operation of the systems.

This is to include presentation of completed maintenance records carried out following plant / system start up and 'running in' period during the projects works.

20.15.19. Lubrication schedules for all items requiring periodic lubrication.

20.15.20. A list of consumable items.

20.15.21. A list of recommended spares to be kept in stock by the Supplier, being those items subject to wear or deterioration and which may involve the Buyer in extended deliveries when replacements are necessary.

20.15.22. Emergency procedures, including telephone numbers for emergency services.

20.15.23. Names and addresses of local manufacturer's representatives.

20.15.24. A draft Facilities Maintenance Manual is to be ready for presentation on or before the start of the project commissioning stage with presentation of the completed manual at the pre-handover meeting for final comment by the project team and all stakeholders.

## **21. CDM H&S Files - Curator**

21.1. The Supplier shall hold, manage and provide information from the Health and Safety File (H&S File) for the purposes of protecting people on construction projects which are to be undertaken in the future. This service will form part of any health and safety management system in place for this contract.

21.2. During Mobilisation the Supplier shall ascertain the whereabouts of all H&S Files and associated information (Site Services drawings, Manufacturers Maintenance Instructions etc) for the Affected Property.

21.3. During the period of the Contract the Supplier shall curate all H&S Files and associated records and documentation for the Affected Property in a convenient location and an easily retrievable format. H&S Files will typically include:

21.3.1. Any hazards that have not been eliminated through the design and construction processes, and how they have been addressed (e.g. surveys or other information concerning asbestos or contaminated land).

21.3.2. Key structural principles (e.g. bracing, sources of substantial stored energy — including pre or post-tensioned members) and safe working loads for floors and roofs.

21.3.3. Hazardous materials used (e.g. lead paints and special coatings).



- 21.3.4. Information regarding the removal or dismantling of installed plant and equipment (e.g. any special arrangements for lifting such equipment).
- 21.3.5. Health and safety information about equipment provided for cleaning or maintaining the structure.
- 21.3.6. The nature, location and markings of significant services, including underground cables, gas supply equipment, fire-fighting services, etc.
- 21.3.7. Information and as-built drawings of the building, its plant and equipment (e.g. the means of safe access to and from service voids and fire doors).
- 21.4. The Supplier shall refer to the information held in the H&S File and any associated records when planning or carrying out any future works or projects on the Affected Property (Pre-construction Information). The Supplier shall make the information held in the H&S File and any associated records available to anyone planning or carrying out any works on the Affected Property.
- 21.5. The Supplier shall ensure the H&S File is kept up to date (e.g. changes in plant, equipment, underground services).
- 21.6. The Supplier shall make index of and all H&S Files and any associated records for the Affected Property available at the end of the contract to any subsequent contractor.

## **22. Fire Safety in Construction**

- 22.1. The Supplier will fully comply with and implement the Buyer's fire management policies and procedures including site specific policies on the Affected Property, which are listed elsewhere in the tender documentation. This section is intended to address the specific risks associated with fire in construction activities.
- 22.2. The Supplier will comply with all relevant fire legislation and good industry practice including but not limited to:
  - 22.2.1. In England and Wales, the Regulatory Reform (Fire Safety) Order 2005 (RRO), the Fire Safety (Scotland) Regulations 2006 and the Fire and Rescue Services (Northern Ireland) Order 2006 as amended from time to time.
  - 22.2.2. Fire Prevention on Construction Sites: The Joint Code of Practice (9th edition) (the Fire Code), published by the Fire Protection Association (FPA).
  - 22.2.3. HSG168 Fire Safety in Construction, published by the Health and Safety Executive.

22.2.4. Defence Infrastructure Fire Standards.

22.3. The Supplier will implement, manage and monitor arrangements to control the risk of fire in their construction and other activities under the Contract on the Affected Property, this will include but is not limited to:

22.3.1. Ensuring a suitable fire risk assessment and fire safety plan is in place which is updated at a sufficient frequency by a competent person to reflect the dynamic changing nature and materials of the construction site.

22.3.2. Ensuring sufficient fire segregation when operating within a working/occupied building.

22.3.3. Maintaining means of escape, changing escape routes, emergency lighting and fire signage.

22.3.4. Training for all; e.g. fire wardens, workers, visitors.

22.3.5. Provision of firefighting equipment.

22.3.6. Provision of fire detection and warning equipment.

22.3.7. Liaison with site fire personnel and means of contacting the emergency services.

22.3.8. Evacuation planning, especially from confined areas, roofs, upper floors or scaffold.

22.3.9. Fire checks.

22.3.10. Control of fire risks e.g. ignition sources, flammable vapours, plant, material storage, waste, smoking, construction processes and equipment fuelling procedures.

22.3.11. Control of additional risks e.g. work in Hazardous areas, confined spaces, petroleum installations.

22.3.12. Risks associated with arson and security.

22.3.13. Safe storage, handling and use of volatile flammable materials, hazardous chemicals and gases.

22.4. The Supplier shall implement a system to manage all hot works on the Contract, this will include but not be limited to:

22.4.1. Avoiding, where it is practical to do so, hot work by using alternative methods or by offsite hot work.

- 22.4.2. Risk assessment and control measures for any work that might include hot work. The risk assessment and control measures should be consistent with the scale and nature of the risk, e.g. taking account of the greater risk in sleeping accommodation, fuel storage areas, hazardous areas and where flammable products are in-use elsewhere in the vicinity.
- 22.4.3. A Permit to Work (PTW) system.
- 22.4.4. Trained personnel to operate the PTW system and issue and receive permits.
- 22.4.5. Trained personnel to carry out the hot works task and ensure a documented inspection has been carried out by a competent person on the burning/welding equipment's being used.
- 22.4.6. Provision of firefighting equipment.
- 22.4.7. Removal of combustible materials and checks for heat transfer.
- 22.4.8. Checking the areas after hot work has been completed consistent with the risk assessment and the scale and nature of the risk.
- 22.5. Implementation of a 2 hour cool down period prior to the cessation of work activity or leaving site as required by the *Standard Fire Precautions for Contractors Engaged in Crown Works* document. In high risk areas the cool down period may be longer as dictated by the risk assessment.

## **23. Government Construction Standards**

- 23.1. The Supplier shall comply with Cabinet Office publication *Government Construction: Common Minimum Standards for Procurement of the Built Environments in the Public Sector* (referred to as the CMS).
- 23.2. The Supplier shall ensure that all staff and members of their supply teams who are workers on or regular visitors to the Affected Premises are registered on the Construction Skills Certification Scheme (or an equivalent scheme).
- 23.3. The Supplier shall therefore ensure all such staff and sub-contractors have completed minimum appropriate health and safety training elements on industry standard competence-based certification, demonstrated by holding and maintaining industry skills cards such as, Construction Skills Certification Scheme (CSCS), Construction Plant Competence Scheme (CPCS), Construction Skills Register (CSR), Institute of Occupations Safety and Health (IOSH) Passport or equivalent schemes.
- 23.4. Records of such staff training, certification, refresher training and renewal dates shall be maintained by the Supplier for inspection and assurance.

- 23.5. Records of Supplier verification of sub-contractor staff training, certification and renewal dates shall be retained by the Supplier for inspection and assurance.

## **24. Temporary Works**

- 24.1. The Supplier shall develop and implement a system for the management of Temporary Works (TW) on all works associated with the Contract that meets the standards set out in British Standard BS 5975: Code of practice for temporary works procedures and the permissible stress design of falsework. The system shall include as a minimum:

24.1.1. Appointment of a Temporary Works Co-ordinator (TWC).

24.1.2. Preparation of an adequate design brief.

24.1.3. Completion and maintenance of a Temporary Works Register (TWR).

24.1.4. Measures to ensure that the design function, the role of TWC, and Temporary Works Supervisor(s) (TWS) where appropriate, are carried out by competent individuals.

24.1.5. Production of a temporary works design (including a design risk assessment and a designer's method statement where appropriate).

24.1.6. Independent checking of the temporary works design and issue of a design/design check certificate, if appropriate.

24.1.7. Pre-erection inspection of the temporary works materials and components.

24.1.8. Assessment and appointment of contractors.

24.1.9. Supervision of work, including checking completion, authorisation to load and removal.

- 24.2. The Supplier shall implement site procedures to ensure the effective control and supervision of the erection, safe use, maintenance and dismantling of the temporary works. This includes procedures to:

24.2.1. Check that the temporary works have been erected in accordance with the design and issue a formal "permit to load" where necessary.

24.2.2. Regular inspection and maintenance of temporary works including the maintenance of records.

24.2.3. Confirm when the permanent works have attained adequate strength to allow dismantling of the temporary works and issue a formal "permit to dismantle" where necessary.

24.2.4. Ensuring that where the Supplier's sub-contractors do not have the experience to operate their own temporary works procedure they have access to the Supplier's temporary works resources, or obtain external expertise.

24.3. The Supplier shall ensure that TWCs and anyone involved in the design, supervision, checking, certification or inspection of temporary works possess the key attributes to discharge the role; these include:

24.3.1. Appropriate relevant experience.

24.3.2. Formal temporary works training.

24.3.3. Appropriate relevant professional qualifications.

24.3.4. The competence and authority to be effective.

## **25. Asbestos**

25.1. The Supplier shall draft a site-specific Asbestos Management Plan (AMP) and be fully responsible for implementing and maintaining the arrangements for the Affected Property to secure compliance with legislation, good industry practice and the Buyer's policy in relation to the management of asbestos, this includes but is not limited to:

25.1.1. The Control of Asbestos Regulations.

25.1.2. HSE Publication ACOP L143 Managing and working with asbestos.

25.1.3. HSE publication HSG 264 Asbestos; the survey guide.

25.1.4. Buyer Policy Instructions on asbestos.

25.2. The Supplier's arrangements and AMP shall include but not be limited to:

25.2.1. Emergency arrangements for responding to damaged asbestos containing materials.

25.2.2. The services of the Supplier as an Appointed Person (AP) as described in HSG 264 for each establishment to oversee the implementation of the Asbestos Management Plan, liaise with other asbestos Duty Holders, taking day-to-day responsibility for identifying, minimising and controlling asbestos risks and managing the practical application of AP duties for asbestos within the fixed infrastructure and contracted equipment assets, and to provide competent advice to the Buyer.

25.2.3. Creating an Asbestos Register (AR) and Asbestos Action Plan (AAP) that records details of all Asbestos Containing Materials on the affected property, including details such as its type, extent, condition, location, signage, risk assessment and measures to manage it in an electronic

format that can be accessed by the Buyer's representatives and the Suppliers staff. All asbestos related information stored shall comply with the requirements set out in HSG 264.

- 25.2.4. Ensuring the Buyer is promptly notified of any deficiencies in the Contract or site/establishment asbestos management arrangements or arising incident/non-compliance and advise on actions needed.
- 25.2.5. Ensuring that everyone who has a role in the management of asbestos has suitable asbestos training as described in HSE publication L143 and that is refreshed annually, and records are maintained and available locally.
- 25.2.6. Ensuring that any works around or on asbestos is carried out by contractors and staff who have the appropriate level of skill, knowledge, experience and training and where appropriate asbestos licencing.
- 25.2.7. Ensuring that any works in connection with or on asbestos is properly specified, checked and delivered in accordance with the specification and good industry practice as described above.
- 25.2.8. Ensuring that all asbestos/presumed asbestos is inspected by a competent person in accordance with the risk assessment, as a minimum annually.
- 25.2.9. Ensuring the regular review and updating (minimum six (6) monthly frequency) of the AMP, AR and AAP when asbestos is removed, or new asbestos discovered.
- 25.2.10. Ensuring that an appropriate asbestos labelling regime agreed with the Buyer is in place and maintained.
- 25.2.11. Ensuring that details of asbestos (e.g. the AR) is communicated to anyone who needs to know, including 4Cs Area Custodians, out of hours reactive workers, 3<sup>rd</sup> parties not engaged by the Supplier and, that it is readily available for emergency responders.
- 25.2.12. Ensuring that any third-party asbestos in a site (e.g. asbestos in equipment and buildings not covered by the Contract) is included in the AR.
- 25.2.13. Ensuring that asbestos arrangements are addressed during Mobilisation in a manner that ensures a fully operational AMP, AR, AAP and AP are in place on ISD.
- 25.3. The Supplier should note that until determined otherwise, presumed and strongly presumed asbestos shall be treated as known asbestos and as such shall be subject to asbestos register entry, extrapolation rationale, condition re-inspection, labelling, emergency response, etc.

- 25.4. The Supplier should note that it is Buyer's policy that Service Family Accommodation is treated as non-domestic premises for the purposes of asbestos management and subject to the same management regime as that on the regular estate, including the use of appropriate labelling.

## **26. Legionella Management**

- 26.1. The Supplier shall be responsible for the management of Legionella bacteria in accordance with the HSE Approved Code of Practice (ACOP) L8, associated HSE Guidance in HSG 274 & Buyer Policy Instruction on Legionella.
- 26.2. The Supplier shall put in place arrangements and provide, review (at least every six months) and maintain a suitable and sufficient establishment site specific Legionella Management Plan (LMP) for all Buyer controlled fixed infrastructure water systems that includes demarcations; for example, with the Aquatrine Service Provider or other non-Buyer users or Buyer contracts.
- 26.3. The Supplier is appointed by the Buyer as the L8 Responsible Person (RP), as defined by HSE ACOP L8, taking day-to-day responsibility for implementing the LMP, identifying minimising and controlling Legionella risks and managing the practical application of RP duties for water systems within the scope of the Contract.
- 26.4. The Supplier shall ensure that a Legionella RP and deputy, who meet the Buyers competence requirements, are appointed in writing at each establishment.
- 26.5. The Supplier shall ensure those persons/supply chain members it engages to carry out the Legionella risk assessment and draw-up/ implement the control scheme are competent and have the required information, knowledge, training and resources.
- 26.6. The Supplier shall for each establishment, conduct a site survey and put in place an asset register of all water infrastructure, cooling systems, legionella risk systems and associated component parts (including up-to-date schematic diagrams of the layout of the plant or system) and record them on the CAFM system. Each individual component should be clearly identifiable on the system for assurance purposes.
- 26.7. The Supplier shall be responsible for the undertaking of Legionella Risk Assessments (LRA); devising and implementing appropriate written control schemes and completion of necessary monitoring and assurance activities to ensure they are implemented and remain effective or, that any elevated risks are appropriately mitigated. The Supplier shall ensure Legionella risk rating is provided to the 4Cs Area Custodian for communication to building users in accordance with paragraph 44 of ACOP L8. The Supplier will ensure where demarcations exist that all relevant parties are consulted during the LRA process.

- 26.8. The Supplier shall, in accordance with ACOP L8 and Buyer Policy, ensure that all those items identified within the Legionella Risk Assessment are inspected and maintained in accordance with manufacturers' instructions and best practice (e.g. thermostatic mixing valves, inline strainers).
- 26.9. The Supplier shall provide information to the Buyer to enable the Duty Holder to communicate Legionella risk ratings to building users as required by HSE ACOP L8.
- 26.10. The Supplier shall review the LRA immediately if it is believed to be no longer valid (e.g. system change or change of use of the building; sampling indicate measures no longer effective; suspected outbreak, etc.) and periodically to confirm nothing has changed (e.g. building use). The frequency between periodic reviews is to be risk based but must not exceed 24 months and must be conducted by a specialist.
- 26.11. The Supplier shall ensure that a competent person undertakes the Legionella Risk Assessment, the review of LRA and determines the associated mitigation with an emphasis on eliminating or minimising residual risk in systems.
- 26.12. The Supplier shall provide assurance, on request, to the Buyer and relevant stakeholders that the LMP and control schemes within it are being delivered and remain effective.
- 26.13. The Supplier shall ensure all works, inspections, sampling regimes, etc. on water systems under their control are carried out in accordance with the requirements of ACOP L8.
- 26.14. The Supplier shall comply with any host arrangements for the control of visiting workers (e.g. the Buyer's 4C's system).
- 26.15. The Supplier shall be responsible for the keeping and maintaining of records as required by ACOP L8.
- 26.16. The Supplier shall ensure Legionella management regimes are promptly adapted regarding new or demolished infrastructure/systems as notified by the Buyer or any relevant stakeholders (e.g. through the "property change process" or "change of use/occupancy" process).
- 26.17. The Supplier shall be responsible for the flushing of little used outlets or otherwise managing changes in Legionella risks created due to changes in occupancy/use where so notified by the user.
- 26.18. The Supplier shall produce submissions to the Buyer for the allocation of resources and funding for Legionella prevention/mitigation works. Submissions shall be produced in a timely manner and be completed with details such programmes, fixed prices or cost estimates as required by the Contract and as directed by the timescales contained in the LRA.



- 26.19. The Supplier shall be responsible for the recording, investigating and reporting of any confirmed case of Legionellosis to the Buyer, Head of Establishment (HoE) and DIO CESO in accordance with Buyer policy, taking the lead where DIO has employing TLB responsibility, or otherwise in conjunction with the HoE.
- 26.20. The Supplier shall advise and make recommendations to the Buyer for actions required on Legionella related issues including: the need to amend testing or sampling processes; or following the discovery of elevated bacteria levels.
- 26.21. The Supplier shall ensure that all control measures, products and services (including consultancy and water treatment services) provided by itself or supply chain are so designed and implemented that they will be compliant, effective, safe and without risks to health when used at work and highlight any deficiencies or limitations which they identify in the Duty Holder's systems, or Control Schemes.
- 26.22. The Supplier shall ensure any person who designs, manufactures, imports, supplies, installs or modifies water systems that may create a risk of exposure to Legionella bacteria, does so in accordance with HSE ACOP L8 and HSG 274. In such situations, the Supplier shall review existing or undertake a new legionella risk assessment to be provided as part of the FM Manual.
- 26.23. The Supplier shall ensure that legionella management arrangements are addressed during mobilisation in a manner that ensures a fully operational LMP and RPs are in place for each establishment on ISD.
- 26.24. The Supplier shall undertake the flushing of outlets when any accommodation is vacant due to occupants being on training, block leave, operations or for any other reason. The Supplier shall ensure that local site liaison and access arrangements are put in place to facilitate this process.

## **27. Radiation Hazards and Management (Ionising and Non-Ionising)**

- 27.1. Radiation hazards including, but not limited to radioactive material held within equipment; X-ray equipment; electromagnetic fields e.g. radio transmitters; natural radiation e.g. radon, exist across the MOD estate. Management of the radiation hazards shall be as detailed in JSP392. Radiation Safety Officers are to be appointed to implement radiation protection procedures. The Supplier shall ensure that:
  - 27.1.1. Any operatives needing to carry out maintenance or service work in the vicinity of, or on, masts, transmitter antenna, or radar equipment, liaise with the site/Unit Radiation Safety Officer and/or SATCO prior to commencing work and follow all written procedures, or verbal instructions, and ensure that the correct permits to work are obtained.
  - 27.1.2. Where buildings or rooms have displayed radiation hazard warnings, operatives do not enter, and contact the named individual (or the

Radiation Safety Officer) listed on the sign, prior to work, and follow all written procedures or verbal instructions.

- 27.1.3. Where the operation of X-ray equipment takes place, such as at dental centres, veterinary surgeries, postal centres or air terminals, operatives consult with the respective Radiation Safety Supervisor, or Radiation Safety Officer, prior to working in the vicinity and follow all instructions provided.
- 27.1.4. Any work instructions required to restrict radiation exposure to individuals during maintenance or building work are treated as a priority and implemented without delay.
- 27.2. Management of Radon - Where radon levels exceed legislated action levels or recommended guidelines, remedial arrangements are implemented by way of localised manual systems of work or installed engineered remediation in buildings.
- 27.3. The Supplier shall support the Buyer in the implementation of their radon management system for the Affected Property and support the implementation of Buyer policy as detailed in JSP 392 Leaflet 32 Radon Safety arrangements for protection against radon. This will include, but is not limited to:
  - 27.3.1. Ensuring any planned works on the affected property do not compromise any existing or planned radon protection measures e.g. the integrity of a radon membrane.
  - 27.3.2. Advising the User and Buyer immediately of any issue that compromises the effectiveness of any radon protective measures e.g. inadvertently compromising a radon barrier.
  - 27.3.3. Inspection and maintenance of any plant or equipment associated with radon protection measures e.g. sumps, extract fans.
  - 27.3.4. Immediately advising the Radiation Safety Officer (or the named contact on the radon hazard warning sign) if radon level mitigation equipment is compromised or not working and ensure that repair of same is given the highest priority.
  - 27.3.5. Ensuring that where engineered remediation installations are required, they are undertaken by appropriately certificated radon specialists.

## **28. Grounds Maintenance Safety Management**

- 28.1. The Supplier shall conduct Grounds Maintenance activities in accordance with the Health and Safety at Work Act etc.1974 and its provisions and good practice.
- 28.2. The Supplier will seek to adopt, through risk assessment and the consideration of the hierarchy of control, the safest means possible of

conducting grounds maintenance tasks where risks cannot be mitigated by any other means (e.g. Where known high-risk hazards exist such as mowing on high gradient grass banks where the task shall be conducted by automated mechanical means).

- 28.3. The Supplier shall via the risk assessment consider those affected by their work activities and implement appropriate safeguards in regard to, but not limited to, timing of the activity, noise, dust, projectiles, avoiding risk of injury to others and damage to site infrastructure such as drainage covers, services etc.
- 28.4. Where installed safe means of access exist, they shall be utilised by the Supplier and allowance shall be made by the Supplier for all associated training and equipment.
- 28.5. The Supplier shall, before maintaining sites in disposal, refer to the Site Hazard Register in place for the establishment, and contribute to its upkeep through communication of information to the relevant Head of Establishment.
- 28.6. The Supplier shall not enter a Training Area or Backdoor Training Area without first consulting the Training Safety Officer or HoE responsible for the site to ensure no activities are scheduled during grounds work operations.

## **29. Foreign Object Debris (FOD)**

- 29.1. Foreign Object Debris is a major risk to aircraft. The Supplier shall ensure that all their staff and supply chains are made aware of the risk and it is addressed in works risk assessments. The Supplier shall ensure that all works areas are maintained in a clean and tidy state and all litter, waste and materials are secured against migration to airfields or landing areas. Note that some aircraft (e.g. helicopters) use areas other than airfields for landing.

## **30. Safety on the Training Estate – Ranges**

- 30.1. As well as any other Health & Safety Precaution such as Risk Assessment, Appropriate PPE etc, the Supplier shall, when accessing any Range ensure that they make themselves familiar with the relevant Range Standing Order (RSO) and follow any instructions/training stipulated within the RSO specified which could include but is not limited to:
  - 30.1.1. Attending a Range Safety Briefing.
  - 30.1.2. Undertaking Specific Range Safety Training.
  - 30.1.3. Procedures to follow to access the Range.
  - 30.1.4. Safety Precautions whilst on the Range, including lone working.
  - 30.1.5. Out of Bounds Areas.

30.1.6. Procedures on leaving the Range.

**31. Safety on the Training Estate – Historical Ordnance**

31.1. When working on the Training estate or any other estate where Historical Ordnance may be present, the Supplier shall undertake and comply with any instruction/training or safe system of work required to safely access or conduct excavation or construction activities in that location. This should include the identification of potential Historical Ordnance, their potential locations and the procedures to follow should ordnance be discovered. The Supplier shall:

31.1.1. Use only appropriately trained and qualified personnel for work in these areas.

31.1.2. Liaise with the HAM to ensure appropriate mitigation measures are taken prior to conducting work in a hazardous area, these may include removing the dangerous substance during the works.

31.1.3. Ensure that the permit to work requirements as detailed in JSP 375 Part 2 Vol 3 for work in hazardous areas are fully met.

**32. Sites in Disposal**

32.1. The Supplier shall provide support to the Buyer in maintaining Sites in Disposal (SiD). These are sites that are no longer required but, are in the process of disposal by sale or other means. Such sites may not previously have been under Buyer ownership or Buyer's contracted maintenance regimes. These sites usually have a much-reduced maintenance requirement and in many cases, are vacant with all the services turned off, but typically require limited pre-planned maintenance and a priority reactive make safe and secure response on Buyer request.

32.2. The Supplier shall keep Sites in Disposal in a legally compliant and safe condition taking due regard of Occupiers' Liability and Defective Premises, and in accordance with the Buyer's Site Closure Guide, whilst considering the need to reduce costs to the minimum level. This service shall be on a call off basis and will include the management of risk in the following areas:

32.2.1. Asbestos management: It is anticipated that there will be minimal reduction in the requirement to manage asbestos and that the asbestos management plan and register will be kept up to date even though the site is in disposal.

32.2.2. Reduction or isolation of services e.g. water, gas and electricity usage to the minimum level. In some cases, services may only need to supply security/access lighting and welfare facilities for a static guard service.

32.2.3. Security, e.g. fences, gates, doors & windows.

32.2.4. Heights and fixed access systems.

- 32.2.5. Safe access/egress.
- 32.2.6. Periodic & reactive Inspections.
- 32.2.7. Structural stability, wind sensitive structures, objects falling from height.
- 32.2.8. Trees and grounds.
- 32.2.9. Possibility of objects falling outside the site.
- 32.2.10. Drainage.
- 32.2.11. Pollution.
- 32.2.12. Fly tipping.
- 32.2.13. Rodents infestation etc.
- 32.2.14. Emergency response to make safe and secure.
- 32.2.15. Public footpaths, bridges and rights of way.
- 32.2.16. Residual occupancy and increased risks presented to occupants due to remainder of site being unoccupied.
- 32.3. The Supplier shall support the Buyer in drawing up and implementing a Site Health and Safety Management Plan for sites in disposal. The plan shall typically include but not be limited to:
  - 32.3.1. Access/Egress.
  - 32.3.2. Visitor management system (e.g. 4C's, Hazard Register, H&S Briefings, Induction).
  - 32.3.3. Contractor management system (e.g. 4C's, Hazard Register, Risk Assessment).
  - 32.3.4. JSP 375 Part 2 Vol 3 arrangements (e.g. Authorised Persons).
  - 32.3.5. Security and emergency response.
  - 32.3.6. 3<sup>rd</sup> Party use issues such as tenants and other users or people who use the site for access.
  - 32.3.7. Buildings (e.g. security, stability, designation).
  - 32.3.8. Environmental/Waste/Contamination/Protected Species/Tree Preservation Orders.

- 32.3.9. Working at Heights.
- 32.3.10. Access restrictions to Confined Spaces.
- 32.3.11. Paths and roadways (including icing in winter months).
- 32.3.12. Children's issues (removal of play parks, unauthorised access to site, etc).
- 32.3.13. Engineering (e.g. large structures, bridges, high voltage distribution, Petroleum).
- 32.3.14. Fire (e.g. Fire Risk Assessment, Fire Safety Management Plan, Fire Hydrants).
- 32.3.15. Planned Maintenance (e.g. Pre-planned maintenance to electrical systems) and repairs.
- 32.3.16. Asbestos (e.g. Asbestos Register, Asbestos Management Plan, inspections, condition).
- 32.3.17. Legionella (e.g. Legionella mitigation drain down, mains fed water supplies, Legionella Management Plan).
- 32.3.18. Road Traffic safety.
- 32.3.19. Security Guard Occupational H&S issues (e.g. Welfare arrangements, safe patrol routes).
- 32.3.20. Grounds issues (e.g. Tall trees, overgrown grass causing fire hazard).
- 32.3.21. Site Risk Assessment and Management Plan (e.g. are they current and appropriate).
- 32.3.22. Issues due to operational drawdown – stagnation of potable water supplies.
- 32.3.23. Issues outstanding from any previous audit reports.