



Defence
Infrastructure
Organisation

Call-Off Schedule 4

Facilities Management

Built Estate

REF: RM6089

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CALL-OFF SCHEDULE 4

FACILITIES MANAGEMENT

1. ACCESSED CONTRACTS

- 1.1 The Supplier acknowledges that the Buyer may from time to time notify the Supplier of contracts which are available to the Buyer for the supply of materials, goods or services ("**Government Frameworks**") and which the Buyer can, pursuant to Clause 4.8 of the Core Terms, grant access to the Supplier to use or which the Supplier shall use in connection with the supply of the Deliverables.
- 1.2 The Supplier will consider the use of the Government Frameworks as part of its provision of the Deliverables and will prior to the In Service Date and at reasonable intervals thereafter liaise with the Buyer to agree which Government Frameworks it will actually use in connection with the supply of the Deliverables and the extent of such use.
- 1.3 Where the Buyer and the Supplier agree on the use by the Supplier of a Government Framework then the Buyer shall endeavour to facilitate such use by the Supplier.
- 1.4 The Supplier shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of a Government Framework shall be passed on for the benefit of the Buyer.
- 1.5 Where the Supplier intends to use a Government Framework the Supplier shall:
 - 1.5.1 act in accordance with such procedures, rules and guidance as the Buyer may from time to time notify the Supplier;
 - 1.5.2 with the prior written agreement of the Buyer, directly award a contract to a supplier under the Government Framework or run a further competition to obtain the most economically advantageous offer; and
 - 1.5.3 manage all contracts it enters into pursuant to Paragraph 1.5.2 as agent on behalf of the Buyer and the Supplier's obligations and responsibilities in this regard shall be to:
 - (a) not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the Buyer;
 - (b) advise the Buyer of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the Buyer the Supplier shall take such steps;
 - (c) provide to the Buyer such other information as the Buyer may from time to time reasonably require in relation to the performance by the parties pursuant to an Accessed Contract; and

- (d) notify the Buyer of any changes to the prices charged under the Accessed Contract. For the avoidance of doubt, the Supplier shall not be entitled to negotiate or accept any changes to the price without obtaining the Buyer's prior written consent.
- 1.6 In addition, at all times in carrying out its obligations and responsibilities under this Paragraph 1 the Supplier shall:
 - 1.6.1 comply with all Laws, rules and guidance that apply to the Buyer including, without limitation, public procurement rules;
 - 1.6.2 act towards the Buyer dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Buyer under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Buyer;
 - 1.6.3 except as authorised by the Buyer, not act in a way which will incur any liabilities on behalf of the Buyer, nor pledge the credit of the Buyer;
 - 1.6.4 comply with all reasonable and lawful instructions from the Buyer from time to time concerning its duties under the Accessed Contracts;
 - 1.6.5 describe itself in all dealings with suppliers under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the Buyer;
 - 1.6.6 use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and
 - 1.6.7 discharge the obligations of the Buyer under each Accessed Contract (including, where required by the Buyer, making payments thereunder) as though it were the Buyer and in accordance with the terms of each such Accessed Contract.
- 1.7 The Parties acknowledge that the Government Frameworks or Accessed Contracts may through the effluxion of time expire or may terminate during the Contract Period. Prior to any Government Framework or Accessed Contract expiring or otherwise terminating where the Supplier receives notice of such termination it shall immediately notify the Buyer of the same.
- 1.8 Throughout and after the Contract Period the Supplier shall indemnify the Buyer and keep the Buyer indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the Buyer arising from the Supplier's breach of any Government Framework or Accessed Contract and from the acts or omissions of the Supplier which may put the Buyer or another person in breach of any Government Framework.
- 1.9 For the avoidance of doubt, the Supplier shall not be entitled to use any Government Framework or Accessed Contract for its own benefit or for any purpose other than as set out in this Paragraph 1.
- 1.10 The Buyer shall be entitled to terminate this Contract, in accordance with Clause 10.4 Core Terms, if the Supplier breaches any of the provisions of this Schedule (which the Parties hereby agree shall be treated as a material default of the Contract for the purposes of Clause 10.4 of the Core Terms).

2. REPLACEMENT EQUIPMENT

- 2.1 All Replacement Equipment delivered must be new, or (with the Buyer's written approval at its sole discretion) as new if recycled, reconstructed, unused and of recent origin.
- 2.2 All manufacturer warranties covering the Replacement Equipment must be assignable to the Buyer on request and at no cost.
- 2.3 Unless otherwise required in the Contract or from time to time by the Buyer, title of the Replacement Equipment shall transfer to the Buyer on the earlier of: (i) payment for the Replacement Equipment; (ii) delivery of the Replacement Equipment to the Site of the Installation Works or Billable Works (as applicable); and (iii) incorporation of the Replacement Equipment into the Installation Works or Billable Works (as applicable).
- 2.4 The risk in any Replacement Equipment shall transfer to the Buyer upon completion of the Installation Works or Billable Works (as applicable).
- 2.5 The Supplier warrants that title in any Replacement Equipment is capable of transferring to the Buyer in accordance with the provisions of this Paragraph 2.
- 2.6 The Supplier must recall Replacement Equipment where the manufacturer has requested a recall and indemnify the Buyer against the costs of any Recall of the Replacement Equipment and give notice of actual or anticipated action about the Recall of the Replacement Equipment.
- 2.7 The Replacement Equipment must comply with the Framework Schedule 1 (Specification), Call-Off Contract and any additional requirements agreed between the Supplier and the Buyer from time to time.
- 2.8 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Replacement Equipment that the Buyer rejects because it does not conform to this Paragraph 2. If the Supplier doesn't do this, it will pay the Buyer's costs including repair, replacement or re-supply by a third party.

3. INSTALLATION WORKS

- 3.1 The Supplier shall carry out Installation Works and any Billable Works regularly and diligently in accordance with any installation programme agreed by the Buyer and the Supplier.
- 3.2 The Installation Works and any Billable Works shall be executed:
 - 3.2.1 in accordance with and in the manner set out in the Contract, and in the case of Billable Works, any applicable Work Order;
 - 3.2.2 using materials which comply with the Contract;
 - 3.2.3 in a proper and workmanlike manner;
 - 3.2.4 in accordance with Good Industry Practice;
 - 3.2.5 in accordance with Law; and
 - 3.2.6 such reasonable directions as the Buyer may give.

- 3.3 The Buyer or an authorised representative or adviser of the Buyer shall have, at all reasonable times and upon giving reasonable notice, the right to inspect the state and progress of the Installation Works and to ascertain whether they are being properly executed.
- 3.4 The Supplier shall carry out the testing and commissioning of the Installation Works and any Billable Works in accordance with the testing and commissioning requirements of Call Off Schedule 13 , and in the case of Billable Works, any additional or alternative testing and commissioning requirements set out in any applicable Work Order.
- 3.5 No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works and any Billable Works.
- 3.6 Throughout the Call-Off Contract Period, the Supplier shall be responsible for procuring and maintaining (at its own cost) at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.
- 3.7 The Supplier shall not specify or approve for use in, or incorporate into, the Installation Works and any Billable Works any items or materials which are generally known within the construction or engineering industry to be deleterious, harmful or prejudicial to health and safety or to sustainability or to the performance, physical integrity or durability of buildings, structures, plant, equipment or materials or damaging to the environment, in each case in the particular circumstances in which they are used, or any products or materials which are potentially hazardous or are not in conformity with:
 - 3.7.1 the report entitled "Good Practice in the Selection of Construction Materials 2011" (published by the British Council for Offices), or any such later edition current at the time of specification, approval for use or incorporation (as applicable); or
 - 3.7.2 relevant British and European Standards or Codes of Practice where such exist or such other equivalent standards or requirements applicable at the relevant time to projects located in the United Kingdom.

4. DEFECTS

- 4.1 The Supplier shall at its own cost be responsible for complying with an instruction from the Buyer to make good by repair or replacement with all possible speed and at the convenience of the occupier, any defect in, or damage to any part of the Deliverables which arises from any defect in materials, workmanship or design and/or any other default or breach by the Supplier.
- 4.2 If any such defect or damage is not remedied by the Supplier within a reasonable time frame, the Buyer may proceed to procure others to carry out the necessary remedial works. Any additional costs reasonably incurred by the Buyer shall be deducted from payments otherwise due to the Supplier or be recoverable from the Supplier as debt.

5. BUILDING INFORMATION MODELLING (BIM)

- 5.1 The Supplier warrants and undertakes that it shall comply with the BIM Documents.
- 5.2 The Supplier shall act as the BIM Information Manager on this Contract, as more fully set out in the BIM Documents.
- 5.3 Neither party shall be liable to the other for any amendment or modification of material produced in accordance with the BIM Documents, except where such amendment or modification:
 - (a) was made with the consent (not to be unreasonably withheld) of the party that produced it (or on whose behalf it was produced);
 - (b) was permitted by the BIM Documents; or
 - (c) was made for a permitted use following termination of the engagement of the party that produced it (or on whose behalf it was produced) in relation to this Contract.
- 5.4 The Supplier shall use systems that meet the Government's requirements for BIM (Level 2) and ensure that all data on these systems have appropriate security markings.
- 5.5 The Supplier shall ensure that any sub-contractors that it engages are bound by obligations no less onerous than those by which the Supplier is bound under this paragraph 5.
- 5.6 UK Governments Construction Strategy
 - 5.6.1 The Supplier shall adopt the use of Building Information Modelling (BIM) Level 2 process and appropriate technologies, in accordance with the British Standard 1192 suite of documents, including BS1192-4:2014 (COBie – Code of practice); in line with UK Government's Construction Strategy (GCS) 2011–15 and the GCS 2016-20.
 - 5.6.2 The Supplier shall fully participate in Government Soft Landings (GSL) processes, as, in part, defined by BS 8536 Parts 1 and 2 (Briefing for design and construction – Part 1: Code of practice for facilities infrastructure and Part 2: Code of practice for asset management (Linear and geographical infrastructure)). The Supplier shall liaise with the Buyer to align the interest of those who design and construct an Asset with those who subsequently use it.
 - 5.6.3 The Supplier shall develop skills, experience and capability around BIM Level 2 and GSL.
- 5.7 The Supplier shall use processes, technologies and systems that meet the Government's requirements for BIM Level 2 in accordance with the Buyer's Employer's Information Requirements (EIR) and ensure that all information and data in these systems is maintained in accordance with security classification of the Level 2 Asset and in accordance with any asset specific Built Asset Security Information Requirements (BASIR).
- 5.8 Buyer specific guidance documents are to include Employers Information Requirement (EIR) Information Delivery Plan (IDP) and BIM guidance document, GSL Guidance document, Pre-BIM Execution Plan (Pre-BEP)

and Post BIM Execution Plan (Post-BEP) and Instruction Guidance Notice (IGN)-006/17(or as updated).

5.9 For any Deliverables the Supplier shall:

5.9.1 Schedule, plan, coordinate and deliver the information: model(s) documents and data files at the level of development specified in the Information Delivery Plan (IDP) and to the EIR.

5.9.2 The Supplier will hold model(s) documents and data files at the level of development specified in the IDP and to the EIR until the Buyer has procured its Employers Asset Information Model Common Data Environment (AIM CDE).

5.9.3 On request electronically forward model(s) documents and data files to another Supplier.

5.9.4 Arrange for complementary BIM processes, procedures and standards to be incorporated into any subcontracts that it enters into in relation to the Deliverables, to the extent required to enable the Supplier to comply with this Schedule;

5.10 The Supplier shall work with the Buyer and project stakeholders to profile and update the Information Delivery Plan from the template long list for appropriate information deliverables, formats, stage appointment level of detail (LOD) & level of information (LOI) required to meet the stage Gateway Plain Language Questions and provide published status information: models, documents and data, from appointed task teams and subsequent suppliers, confirm a consolidated master Information Delivery Plan against the IDP, accept, reject and store appropriate shared and published information deliverable files against the plan. Produce the Information Delivery Plan for the next phase of the activities;

5.11 The Supplier shall work with the Buyer collaboratively in completion of the initial post operation evaluation for projects handed over in accordance with the GSL guidance document;

5.12 The Supplier shall arrange for and undertake a BIM Maturity Assessment in accordance with Buyer's Guidance Document (BIM Maturity Assessment Tool);

5.13 The Supplier shall throughout the course of the contract, as a result of their work development activities, update the COBie Demand Matrix (CDMx) in accordance with the Buyer EIR, IDP and Asset Information Requirements (AIR), appropriate to those work development activities to ensure COBie data is delivered at the appropriate stage LOD & LOI;

5.14 Payment for any development activities is dependent on completion of work development activities, including the provision, updating and acceptance of information within the Employers AIM CDE, as appropriate with those work development activities (*See Note 1,i & ii*).

5.15 For any works initiated by another Supplier the Appointed Supplier shall:

5.15.1 receive the information: models, documents and data files at the Level of Development (LOD & LOI) provided as specified in the IDP to the EIR;

- 5.15.2 review and mark-up Models, Documents and Data files as a result of its work development activities (see Note 1);
- 5.15.3 throughout the course of the contract, as a result of their work development activities, update the COBie Demand Matrix (CDMx) in accordance with the Buyer EIR, IDP and Asset Information Requirements (AIR), appropriate to those work development activities to ensure COBie data is delivered at the appropriate stage LOD & LOI.;
- 5.15.4 produce and maintain the Information Delivery Plan to meet the Gateway Plain Language Questions, receive and align the MIDP and accept, reject and store appropriate shared and published information deliverable files against plan for the next phase of the activities;
- 5.15.5 support the Buyer collaboratively in completion of the post operation evaluation for projects handed over in accordance with the GSL guidance;
- 5.15.6 arrange for and undertake a BIM Maturity Assessment in accordance with DIO's Guidance Document (BIM Maturity Assessment Tool);
- 5.16 Payment for any Services/Billable Works is dependent on completion of those Services/Billable Works, including the provision, updating and acceptance of information within the Buyer's AIM CDE as appropriate with those Services/Billable Works.
- 5.17 Building Information Modelling (BIM) workshops:
 - 5.17.1 The Supplier shall undertake a collaborative approach and facilitate workshops to promote Building Information Modelling (BIM) Level 2 process and appropriate technologies and Government Soft Landing (GSL) with the Buyer.
 - 5.17.2 The Supplier shall provide project by project Case Studies to disseminate BIM best practice.

Annex A The BIM Information Requirements

[Redacted – Commercially Sensitive]