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**FACILITIES MANAGEMENT AGREEMENT**  
RELATING TO \_\_\_\_\_

**DATE: [[**

This **FACILITIES MANAGEMENT AGREEMENT** (“**Agreement**” or “**Contract**”) is entered into on \_\_\_\_\_ (“**Effective Date**”), at [ ] by and between:

\_\_\_\_\_, a company duly incorporated and existing under the laws of the United Arab Emirates, with license no. \_\_\_\_\_ and its principal office located at \_\_\_\_\_ Dubai, UAE, P.O.Box: \_\_\_\_\_ and including its successors, assignees, buyers, partners, directors, employees, sub-buyers, contractors, licensees, agents, servants or affiliates (hereinafter referred to as the “**Employer**” or “**Company**”) of the **FIRST PART**;

and

\_\_\_\_\_, a company duly incorporated and existing under the laws of the United Arab Emirates, with license no. \_\_\_\_\_ and its principal office located at \_\_\_\_\_ Dubai, UAE, P.O.Box: \_\_\_\_\_ and including its successors, assignees, buyers, partners, directors, employees, sub-buyers, contractors, licensees, agents, servants or affiliates (hereinafter referred to as the “**FM Contractor**” or “**Service Provider**”) of the **SECOND PART**

The Party A and the Party B shall be individually referred to as the “**Party**” and collectively as the “**Parties**”.

## **RECITALS:**

### **Whereas:**

- A The Company is in the business of [ ].
- B The FM Contractor is in the business of providing facilities management services.
- C The Company wishes to engage the FM Contractor to deliver support, management and operational services to the Assets (*as defined hereinafter*) at the Site (*as defined hereinafter*) of the Company.
- D The FM Contractor has agreed to carry out the Services (*as defined hereinafter*) for the Fee (*as defined hereinafter*), as set out in this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE PAYMENT, MUTUAL COVENANTS, AGREEMENTS AND TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND RULES OF INTERPRETATION**

### **1.1 Definitions**

For the purposes of this Agreement, the following terms shall have the meanings assigned to them below:

- i. “**Assets**” means the assets, facilities or property (whether mobile or fixed) made, or to be made, available to the FM Contractor by or on behalf of the Company for the purpose of this Agreement in respect of which the FM Contractor shall provide the Services as specified in Schedule 4 of this Agreement;

- ii. **“Authorities”** shall have the meaning as provided under Clause 4.1(a);
  - iii. **“Business Days”** shall have the meaning as provided under Clause 12.5;
  - iv. **“CAFM”** means Computer Aided Facilities Management system used to track, assign, monitor, and report on facilities management tasks and track SLA;
  - v. **“Change Order”** A formal document used to record and approve any modifications to the original scope, pricing, timelines, or staffing of this Agreement;
  - vi. **“Condition of Assets”** means the physical conditions and/or restrictions of or affecting the Site and its surroundings;
  - vii. **“Confidential Information”** means means all proprietary information and materials (whether or not patentable), disclosed by the Company to the FM Contractor, irrespective of the manner in which the disclosing party disclosed such information, in furtherance of this Agreement, including, but not limited to, intellectual properties, substances, formulations know-how, techniques, methodology, software, equipment, data, reports, correspondence, know-how, manufacturing documentation and sources of supply as well as the existence of this Agreement;
  - viii. **“Effective Date”** means the date on which this Agreement was executed by the Company and the FM Contractor;
  - ix. **“Emergency Callout”** means a response required within 15 minutes for issues including complete power failure, HVAC breakdown, water supply failure, critical plumbing leakage, fire alarm trigger, or lift entrapment;
  - x. **“Fees”** shall have the meaning assigned to it under Clause 9.1(a);
  - xi. **“Force Majeure”** means any unforeseeable event beyond the reasonable control of either Party that prevents performance, including natural disasters, pandemic lockdowns, strikes, government shutdowns, and similar disruptions;
  - xii. **“Handover Date”** shall have the meaning assigned to it under Clause 3.2;
  - xiii. **“Hazardous Substances”** shall have the meaning assigned to it under Clause 8.1(e);
  - xiv. **“Laws”** shall have the meaning assigned to it under Clause 4.1(a);
  - xv. **“Operating Services”** means the Services to be provided by the FM Contractor on and following the Handover Date;
  - xvi. **“Other Contractors”** has the meaning given engaged by the Company may perform work on the Site concurrently with the performance of the FM Contractor;
  - xvii. **“Personnel”** shall have the meaning assigned to it under Clause 7 of this Agreement;
  - xviii. **“Programmed Maintenance”** shall have the meaning assigned to it under Clause 4.6 of this Agreement;
  - xix. **“Reportable Injury”** shall have the meaning assigned to it under Clause 4.6(c) of this Agreement;
  - xx. **“Services”** shall have the meaning assigned to it under Schedule 1 of this Agreement;
  - xxi. **“Site”** means the premises where the FM Contractor will be providing its services in connection with this Agreement, as specified in Schedule 3 of this Agreement;
  - xxii. **“Site Condition”** means the condition and/or restrictions of or affecting the Site and its surroundings;
  - xxiii. **“SLA”** means Service Level Agreement as outlined in Schedule 2, detailing service response times, frequencies, and performance commitments;
  - xxiv. **“Term of the Agreement”** means twelve (12) months after the Effective date of this Agreement.
  - xxv. **“Work Plan”** shall have the meaning assigned to it under Clause 4.6 (b)(iii).
- 1.2 Unless the context of this Agreement otherwise requires:
- i. All recitals stated herein shall form an integral part of this Agreement;

- ii. All capitalized terms used in any clause or Schedule hereto and not defined in Clause 1 above shall have the meaning ascribed to them in such relevant Clause or Schedule, unless the context otherwise requires;
- iii. Any reference herein to any Clause is to such Clause to this Agreement, unless the context otherwise requires;
- iv. Any reference to this Agreement shall include all amendments, changes and/or modifications made to this Agreement in accordance with the provisions hereof;
- v. The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified sections of this Agreement, as the case may be;
- vi. References to a Party shall, where the context permits, include such Party’s respective successors, legal representatives and assigns / permitted assigns;
- vii. The words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- viii. The word “person” includes an individual, corporation, company, trust, partnership, limited partnership, unincorporated body, joint venture, consortium or other entity (incorporated or not) and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being. The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- ix. A reference to a third-party is a reference to a person who is not a Party to this Agreement;
- x. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment, whether before or after the Effective Date, for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- xi. Where any part of the Agreement refers to the ‘consent’, it shall be deemed to mean the ‘prior written consent’ unless expressly stated otherwise. Without prejudice to its right to exercise sole discretion, the Party whose consent is sought agrees not to unreasonably withhold its consent in respect of a matter for which its consent is sought. Provided however, the Party giving consent shall not be required to demonstrate reasonableness to the other Party seeking consent;
- xii. A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
- xiii. Singular includes the plural and vice-versa; Gender includes all genders.

## **2. EFFECTIVE DATE, SCOPE AND TERM**

- 2.1 This Agreement shall be deemed to have commenced and come into force on the Effective Date and continues for twelve [(12)] months (“**Initial Term**”), unless terminated earlier.
- 2.2 The FM Contractor shall perform the Services in accordance with this Agreement for the duration of the Term. The Company and the FM Contractor may mutually agree to extend the

Term of the Agreement upon delivering a written notice to the FM Contractor at least three (3) months prior to the end of the Term of the Agreement.

- 2.3 The FM Contractor shall be responsible solely for the performance of the Services explicitly defined under the Scope of Services outlined in **Schedule 1** of this Agreement. No additional obligations shall be implied unless mutually agreed in writing by both the Parties through a formal amendment to this Agreement.

### **3. SITE AND ASSETS**

#### 3.1 Site Conditions and Condition of Assets

- (a) The FM Contractor, by way of entering into this Agreement, is deemed to have satisfied itself as to the Site Conditions and Condition of Assets for the provision of the Services and accepts such conditions.
- (b) The FM Contractor shall keep itself fully and properly informed of all matters concerning the Site, the Site Conditions and Condition of Assets.
- (c) If the FM Contractor encounters any adverse Site Conditions or adverse conditions affecting the performance of the Services or any conditions of the Assets which are different from those it anticipated, it shall give notice of such conditions to the Company within two (2) days of encountering the adverse conditions. Despite any adverse conditions, the FM Contractor shall continue to perform the Services using proper and reasonable measures as are appropriate to accommodate the adverse conditions unless otherwise instructed by the Company. The FM Contractor may be liable for any damages incurred on the Assets, unless the adverse conditions are within Force Majeure, or the Assets were handed over to the FM contractor in such condition, or the Company failed to follow the advise of the FM Contractor in a timely manner.

#### 3.2 Access to the Site and Assets

Following the Handover Date, the FM Contractor shall have a non-exclusive permit to access the Site and the Assets in order to perform the Operating Services in relation to such Phase, and the FM Contractor shall ensure that:

- (a) the Company has full and free access to the Site and the Assets at all times;
- (b) any other persons authorised by the Company by way of official communication shall have access to the Site and the Assets on such terms as the Company shall specify; and
- (c) other contractors engaged by the Company may perform work on the Site concurrently with the performance of the services they have been engaged for and the Company has by way of official communication informed the FM Contractor and the FM Contractor shall:
- (i) cooperate with the Other Contractors to ensure the coordination of the work of the (“**Other Contractors**”) with the performance of the Services and make due allowance for such coordination;
  - (ii) take actions as are necessary to facilitate the work of the Other Contractors including providing Other Contractors with access to all essential services and amenities.

#### 3.3 Use of Site and Assets

- (a) The Assets shall at all times remain the property of the Company.
- (b) The FM Contractor shall not, and shall ensure that its Personnel and Sub-Contractors shall not, without the prior written consent of the Company use the Site or the Assets for any purpose or activity other than the provision of the Services and/or any incidental services.
- (c) The FM Contractor shall:

- (i) be responsible for timely escalation to mitigate the required repair or replacement of the Assets to the Company,
- (ii) maintain the Assets in good and serviceable condition and in accordance with any protocols; the as built drawings; spare parts list, testing and commissioning results, approved material submittals and the operation and maintenance manuals, to the extent the same have been provided by the Company to the FM Contractor.
- (iii) be liable for any loss of or damage to the Assets (other than any loss or damage caused by the Company); and provided such damages are not from wear and tear and provided such damages are directly resulting from gross negligence of the FM Contractor;
- (d) The FM Contractor is permitted to store any plant, equipment or materials in or on designated storages areas of the Site or the Assets (including the FM Contractor's machinery and plant, personnel apparel and tools or resources) pertinent to the specific Site, such storage shall be at the FM Contractor's sole risk and cost.
- (e) To the extent applicable to the Services, the FM Contractor shall ensure that:
  - (i) all electrical lighting and appliances and all water taps and other facilities and services it uses during performance of the Services are turned off or returned to their proper state immediately after use (including closing and where relevant, locking access doors and hatches);
  - (ii) all surfaces in the Site and the Assets, including floors, walls, ceilings and all fixtures and equipment are properly protected from damage and outage; and
  - (iii) the Site and the Assets shall be left at all times in a clean, tidy and safe state in accordance with the principles of Good Industry Practice.
- (f) The FM Contractor shall at its own cost comply with all security provisions and pass all requirements for entry on to and use of the Site and the Assets in order to perform the Services.
- (g) The FM Contractor will keep accurate Asset registers, maintenance logs, and warranty records.

#### **4. THE FM CONTRACTOR'S GENERAL OBLIGATIONS**

##### **4.1 Standards of performance**

- (a) The FM Contractor shall perform the Services and its other obligations under this Agreement in accordance with:
  - (i) this Agreement;
  - (iii) the principles of Good Industry Practice;
  - (iv) the protocols and any applicable international standards and codes of practice;
  - (vi) any manufacturers' or suppliers' recommendations, and any relevant third party warranty;
  - (vii) the requirements of any insurance policies;
  - (viii) the requirements of any relevant Authorities;
  - (ix) all Laws and statutory and/or governmental consents;
  - (x) the environmental, health and safety and the quality assurance and quality control requirements;
  - (xi) any instructions and directions of the Company given from time to time in accordance with this Agreement; and
- (b) The FM Contractor shall satisfy itself as to the nature and scope of the work required by the Company for completing the Services and confirms that its Personnel possess the appropriate skills and are sufficiently experienced, efficient and qualified to perform the tasks required of them.

#### 4.2 Incidental Services

The FM Contractor agrees that the Services shall include all other services, functions and responsibilities which, although not expressly mentioned in this Agreement, are necessary for the proper performance of the Services in accordance with the terms of this Agreement .

#### 4.3 Reliance on Advice

The FM Contractor acknowledges that it shall, in connection with the provision of the Services, be providing advice and recommendations to the Company, which the Company may follow.

#### 4.4 Consents

At its own cost, the FM Contractor shall apply for, obtain and maintain for the duration of the Term all consents, approvals, certificates, permits, licenses, statutory agreements and authorizations required by Law or any Authority in order to perform its Services.

#### 4.5 Third Party Warranty

To the extent the FM Contractor is required to provide the Services during any third party warranty period, the FM Contractor shall:

- (a) immediately upon becoming aware (or when it ought reasonably to have become aware using Good Industry Practice) of any defect in the Assets, notify and the Company of the same and provide such assistance as the Company requires in making any warranty claim under the relevant third party warranty in respect of any part of the Assets found to be defective;

#### 4.6 Programmed Maintenance:

- (a) The FM Contractor is responsible for planning a Programmed Maintenance for the building and shall provide the copy of such programmed maintenance to the Company at the beginning of the Agreement, in any case no later than thirty (30) days after the Effective Date.
- (b) The FM Contractor shall provide the Company with:
  - (i) monthly reports
  - (ii) annual reports in respect of each year within thirty (30) days of the end of each year.
  - (iii) The monthly and annual reports shall include, in each case:
    - a. detailed information on the performance of the Services during the relevant period including efficiencies, inherent reliability problems, ineffective maintenance, proposed changes, emerging maintenance issues, cost saving measures, sustainability and compliance with the Work Plan.
    - b. details of all complaints received by the FM Contractor from Tenants in connection with the performance of the Services including the name and address of the complainant, the subject matter of the complaint and the date and time of the complaint.
  - (iv) any other information that is reasonably required by the Company.
- (c) Upon reasonable notice, Company may audit performance and relevant records during normal business hours.
- (d) The FM Contractor shall report to and the Company any incident occurring at the Site or the Assets which involves a Reportable Injury within 24 hours of its occurrence.

#### 4.7 Emergencies

- (a) In the event of an emergency endangering life, property or the proper functioning of the Site or the Assets, the FM Contractor shall take such action as it reasonably considers necessary or desirable to prevent or minimise injury, damage or loss, and shall:

- (i) promptly report to and the Company the nature of the emergency and the action taken by the FM Contractor in response thereto and any loss or damage which has been caused by that emergency;
  - (ii) take all steps necessary to notify any applicable Authority, insurers and/or other contractors or third parties performing works or services on or adjacent to the Site or the Assets;
  - (iii) take such steps as reasonably requested by and/or the Company or any Authority to overcome the emergency; and
  - (iv) be entitled to procure such goods and services as are reasonably required in the circumstances to overcome the emergency, and shall provide supporting documentation for such cost.
- (b) The FM Contractor shall
- (i) acknowledge the Emergency Callout within five (5) minutes;
  - (ii) mobilize appropriate resources and attend on-site within thirty (30) minutes (or commence remote actions immediately where feasible);
  - (iii) make safe/stabilize the condition within sixty (60) minutes; and
  - (iv) issue an incident report with root cause and corrective actions within twenty-four (24) hours.
- (c) Emergency Callout coverage shall be provided twenty-four (24) hours a day, seven (7) days a week, including public holidays.

#### 4.8 Termination

- (a) In case of termination of the Agreement without renewal, the FM contractor shall, including but not limited to:
- (i) Provide reports and documents as required by the Company for onboarding a new FM service provider; and
  - (ii) Assist the new FM service provider during the notice period.

### 5. THE COMPANY'S OBLIGATIONS

#### 5.1 Access to Site and Assets

On and from the start of the Term, the Company shall provide, or ensure the provision of, sufficient access to the Site and the Assets as is reasonably required to enable the FM Contractor to perform the Services.

#### 5.2 Timely Response

- (a) Company agrees to not delay any necessary recommendations suggested by the FM Contractor and reviews such recommendations within three (3) days and revert, in order for the FM Contractor to carry out its Services in a timely manner and with high standards.
- (b) In case of a delay in response by the Company, the Company shall not hold the FM Contractor accountable for any further damage due to non-action.

### 6. REPLACEMENT OF ASSETS

- 6.1 For each Asset requiring replacement, the FM Contractor shall carry out a tender on an open-book basis and provide a minimum of three (3) quotations to the Company .
- 6.2 Any procurement of spare parts made on behalf of the Company by the FM Contractor will be billed separately at the rate of 'cost+10%' unless the Company procures the parts independently.

## **7. PERSONNEL**

- 7.1 The FM Contractor shall be responsible for the selection, hiring, supervision, transportation and the payment of remuneration and associated benefits of its Personnel.
- 7.2 The FM Contractor shall provide sufficient numbers of appropriately qualified Personnel to properly and diligently complete the Services. Such Personnel shall be suitably qualified, experienced and competent to carry out the roles assigned to them.
- 7.3 The FM Contractor shall provide Personnel who must be suitably qualified, trained, and vetted Personnel; ensure adequate supervision; and comply with all employment and work authorization requirements.

## **8. ENVIRONMENTAL HEALTH & SAFETY AND QUALITY ASSURANCE/CONTROL**

- 8.1 The FM Contractor shall ensure that each of its Sub-Contractors shall:
  - (a) carry out the Services in accordance with all applicable environmental health and safety and quality assurance and quality control policies, guidelines, standards, procedures and requirements of the Company and all relevant Authorities (whether contained in the Company's requirements, applicable Laws, protocols, plans, manuals or otherwise) and any other requirement which and/or the Company may notify to the FM Contractor from time to time;
  - (b) ensure that all plant and equipment is operated in a manner safe to workers, the general public, occupants and visitors and within the property limits and the environment;
  - (c) comply with the Company's requirements relating to environmental management;
  - (d) take all steps as are necessary to protect the environment (both on and off the Site) and to prevent and/or minimise:
    - (i) environmental contamination; and
    - (ii) damage and/or nuisance to people and property resulting from pollution, noise, dust and other results of the FM Contractor's operations.
  - (e) not transport, use, produce, generate, store, treat, recycle, dispose of, or install at the Site or as part of the Services, any Hazardous Substances except as may be approved in accordance with all environmental laws.

## **9. PAYMENT TERMS**

- 9.1 Fees
  - (a) The Company shall pay the FM Contractor the Fees of AED \_\_\_\_\_ ( \_\_\_\_\_ Dirhams Only)
  - (b) An itemized invoice with supporting documentation (timesheets, purchase orders, third-party invoices) shall be provided by the FM Contractor, where applicable.
  - (c) Undisputed amounts must be paid within thirty (30) days from the date of the invoice.
  - (d) Fees are inclusive of taxes. VAT shall be added as applicable.
  - (e) No charge shall be applicable for re-performance or remedy of defects attributable to FM Contractor.
- 9.2 Payment
  - (a) The Company shall make payments to the FM Contractor as set out below:
    - (i) All payments should be in AED (Dirhams);

- (ii) Thirty percent (30%) of the Fees amount to be paid upon signing of the Agreement and remaining payments to be divided equally over the remaining Term of the Agreement;
- (ii) As per Clause 6 of this Agreement, spare parts are not part of the Fees and shall be invoiced separately to the Company.
- (iii) Payments shall be made by the Company into the bank account nominated by the FM Contractor or as communicated through official email of any changes to such nominated bank account.

## **10. WARRANTIES**

### **10.1 Corporate warranties**

The FM Contractor warrants that:

- (a) it is duly registered and authorised to perform its obligations under this Agreement;
- (b) it has the full power and all necessary authorisations to enter into and comply with its obligations under this Agreement;
- (d) the execution and performance of this Agreement does not and will not: (i) conflict with any charter documents, (ii) breach any contract to which it is a party, or (iii) violate any applicable Laws;  
and
- (e) it has not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of the FM Contractor's knowledge and belief) threatened against it for its winding-up, dissolution, bankruptcy, insolvency or re-organisation or any analogous procedures or for the appointment of a receiver, administrator, administrative receiver, trustee, arbitration manager or similar official of it or of any or all of the assets or revenues of any of its shareholders, affiliates or sub-contractors.

### **10.2 Performance warranties**

The FM Contractor warrants that:

- (a) it shall perform its obligations under this Agreement regularly and diligently and in a competent and professional manner and in accordance with the principles of Good Industry Practice;
- (b) it shall perform its obligations under this Agreement in compliance with all Laws, regulatory requirements, decrees, codes of practice, licenses and permits and shall not do or permit anything to be done which might cause or otherwise result in a breach by the Company of any of the same;
- (c) it shall perform its obligations under this Agreement so that all of its deliverables:
  - (i) are free from deficiencies and omissions;
  - (ii) conform with all specifications and requirements agreed between the Parties; and
  - (iii) are delivered in accordance with any scheduled dates communicated priorly.

## **11. INSURANCE AND LIABILITY**

### **11.1 The FM Contractor shall, at its cost, maintain and provide the following certificates in Schedule 5:**

- (a) Company's liability/worker's compensation as required by law;
- (b) Public/general liability insurance;
- (c) Professional indemnity (if applicable); and
- (d) Motor/plant insurance (if applicable).

### **11.2 Each Party shall be responsible for its own property and personnel.**

- 11.3 The FM Contractor and its successors, assignees, partners, directors, employees, licensees, agents, contractors, servants or affiliates agree to indemnify and hold harmless the Company from any claims, liabilities, and expenses arising out of or related to this Agreement, including, but not limited to, any legal fees and costs incurred by the Company.

The FM Contractor shall indemnify the Company against third-party claims for death, personal injury, or property damage to the extent caused by the FM Contractor's negligence, willful misconduct, or breach.

- 11.4 Limitation of Liability: Except for (i) death/personal injury caused by negligence, (ii) fraud, (iii) willful misconduct, (iv) infringement indemnities, and (v) unpaid Fees, each Party's aggregate liability under this Agreement shall not exceed [ ] times the annual Fees paid or payable in the [preceding/first] contract year. Neither Party is liable for indirect or consequential losses (including lost profits), except to the extent not permitted by law.

## **12. CHANGE CONTROL**

- 12.1 Either Party may request a change to the Services, KPIs, or Fees.
- 12.2 The FM Contractor shall provide a written change proposal with scope, cost, timeline, and risk assessment.
- 12.3 No change takes effect unless agreed in writing by authorized representatives of both Parties.

## **13. CONFIDENTIALITY**

- 13.1 The FM Contractor shall:
- (a) treat all Confidential Information as confidential and with no less care than its own confidential and commercially sensitive information; and
  - (b) use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement; and
  - (c) ensure that its Personnel comply with this Clause 13 and are bound by written confidentiality obligations no less stringent than those set out in this Agreement.
- 13.2 Clause 13.1 does not apply to any disclosure of Confidential Information by the FM Contractor where and to the extent that such disclosure is:
- (a) to its professional advisers or insurers, or to its sub-contractors, or is necessary for the performance of its obligations, or the exercise of its rights, under this Agreement; or
  - (b) as required by Law for the limited purpose of complying with any applicable law, regulation, court order, or direction of any governmental or regulatory authority, provided that, to the extent legally permitted, the FM Contractor gives the Company prompt written notice of the required disclosure and cooperates with the Company to seek confidential treatment, a protective order, or to otherwise limit the scope of such disclosure; or
  - (c) information that is or becomes publicly available other than through a breach of this Agreement; or
  - (d) information that was lawfully in the FM Contractor's possession on a non-confidential basis prior to disclosure by the Company; or
  - (e) information that is independently developed by the FM Contractor without reference to the Company's Confidential Information; or
  - (f) information that is lawfully received from a third party who is not under an obligation of confidentiality to the Company in respect of that information.

- 13.3 Where disclosure is permitted under Clause 13.2(a), the FM Contractor shall disclose only what is strictly necessary on a “need-to-know” basis and shall ensure that each recipient is bound by written confidentiality obligations no less protective than this Clause 13. The FM Contractor remains responsible for any breach of this Clause 13 by any such recipient.
- 13.4 Upon the Company’s written request, and in any event upon expiry or termination of this Agreement, the FM Contractor shall promptly return or (at the Company’s option) securely destroy all Confidential Information (including copies and materials containing it) in its possession or control, save that the FM Contractor may retain one archival copy and any copies retained pursuant to automated back-ups to the extent required by Law or bona fide internal compliance policies, in which case the retained information shall remain subject to this Clause 13.
- 13.5 The FM Contractor acknowledges that unauthorised disclosure or use of Confidential Information may cause irreparable harm for which damages may be an inadequate remedy. The Company shall be entitled to seek injunctive and other equitable relief without the need to prove special damage.
- 13.6 The obligations in this Clause 13 survive expiry or termination of this Agreement for a period of five (5) years from the date of such expiry or termination, and in respect of trade secrets, for so long as such information remains a trade secret under applicable Law.

#### **14. INTELLECTUAL PROPERTY**

- 14.1 Each Party retains ownership of its pre-existing intellectual property.
- 14.2 Any deliverables specifically created for Company shall be owned by the Company.
- 14.3 FM Contractor grants the Company a non-exclusive, royalty-free license to use any FM Contractor background intellectual property embedded in the deliverables solely to receive the benefit of the Services.

#### **15. FORCE MAJEURE**

- 15.1 A Party will not be in breach of this Agreement, nor liable to the other Party, for any interruption or delay in performance to the extent caused by an event outside the ability and capacity of the performing Party to foresee and avoid with the exercise of commercially reasonable efforts. Force Majeure includes acts of God (fire, flood, earthquake), civil commotion, invasion, revolution, insurrection, war, pandemic (and related public-health measures), strikes or other industrial action not limited to the affected Party’s workforce, government action, and any change in applicable Laws, regulations, or policies that directly prevents performance.
- 15.2 A Party whose performance is interrupted or delayed by Force Majeure is excused from the affected obligations during the Force Majeure period for a commercially reasonable period thereafter needed to recover and restore performance.
- 15.3 Relief under this Clause 15 applies only if the affected Party:

- (i) promptly notifies the other Party of the Force Majeure event and, on reasonable request, provides information about the event, the steps taken to foresee and avoid interruption prior to its occurrence, to mitigate during the event, and to recover and restore performance thereafter; and
- (ii) uses commercially reasonable efforts to mitigate, recover from, and restore performance following the Force Majeure event; and
- (iii) acknowledges that this Clause 15 does not excuse or extend any deadline to pay amounts due under this Agreement or applicable Law, nor any deadline to exercise rights or remedies under this Agreement or applicable Law.

15.4 The FM Contractor shall continue all unaffected services and use reasonable workarounds for critical and safety-related services designated by the Company. If such critical services are unavailable or materially degraded for more than forty-eight (48) hours due to Force Majeure, the Company may procure substitute services to the extent reasonably necessary, with charges to the FM Contractor equitably adjusted to reflect services not provided.

15.5 If Force Majeure continues, or is reasonably expected to continue, for thirty (30) consecutive days (or fifteen (15) days for critical services), either Party may terminate the affected Services - or this Agreement if substantially all Services are affected - on five (5) Business Days' prior written notice. The Company shall pay only for Services properly performed up to the effective termination date.

## **16. TERMINATION**

16.1 The Company shall be entitled to terminate this Agreement for any reason with a thirty (30) day notice to the FM Contractor.

16.2 The FM Contractor shall be entitled to terminate this Agreement by giving a notice of termination if:

- (a) a sum in excess of twenty percent (20%) of the value of the Agreement has been due and payable by the Company to the FM Contractor for a period in excess of ninety (90) days, and the FM Contractor has served a notice on the Company following such period advising the Company of its intention to terminate this Agreement unless payment is forthcoming within a further thirty (30) days, and the Company fails to make a payment within such period;
- (b) an Insolvency Event occurs in relation to the Company.

16.3 The Company may terminate this Agreement (in whole or in part) immediately by written notice if the FM Contractor:

- (a) commits a material breach that is incapable of remedy;
- (b) commits a material breach that is capable of remedy and fails to remedy within thirty (30) days after receiving written notice;
- (c) becomes insolvent, enters bankruptcy, administration, or similar proceedings;
- (d) repeatedly fails to meet KPIs resulting in material adverse impact as defined in Schedule 2.

16.4 If the Company terminates this Agreement pursuant to clause 16.1, or if the FM Contractor terminates this Agreement pursuant to clause 16.2, the Company shall pay to the FM Contractor such sums as are properly due and payable to the FM Contractor for its performance of its obligations under this Agreement up to and including the termination date of this Agreement.

## 17. NOTICES

- 17.1 Any notice required or permitted to be provided by a Party under this Agreement will be made to the notice address of the receiving Party set forth below or to an alternate notice address later designated by the receiving Party in accordance with this sub-clause.
- 17.2 Notices will be effective upon actual receipt by the receiving Party.
- 17.3 An emailed notice will be effective against a receiving Party only if the receiving Party acknowledges the receipt of the emailed notice in a return notice to the notifying Party. A receiving Party agrees to acknowledge the receipt of an email notice in good faith promptly following receipt. A Party may change its address for notice by giving notice to the other party pursuant to this sub-clause.

Address for notice to Company:

Attn: *[insert name]*

Email: *[insert email]*

Address for notices to FM Contractor:

Attn: *[insert name]*

Email: *[insert email]*

## 18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising shall be subject to the exclusive jurisdiction of the Courts of Dubai.

- 18.1 If a Party believes that the other Party has breached this Agreement or if there is a dispute between the Parties over the interpretation of this Agreement (a “**Dispute**”), the Parties will endeavor to resolve the Dispute through good faith negotiation for a period of thirty (30) days after a Party notifies the other Party of the Dispute and before either Party requests mediation or files litigation to resolve the Dispute.
- 18.2 If the Parties have been unable to resolve a Dispute through good faith negotiation as provided in the prior subclause, a Party may request that both the Parties attempt to resolve the Dispute through mediation by notifying the other Party. The Parties will attempt to select a mutually acceptable mediator within ten (10) days of the notice requesting mediation. The mediation will be held at the mutually agreed place of jurisdiction, which must be the registered place of business of the Company, within thirty (30) days of the notice requesting mediation before a mediator and in compliance with mediation guidelines. Each Party will bear its own costs in preparing for and participating in the mediation and one-half of the fees and expenses charged by the mediator for conducting the mediation.
- 18.3 If the Parties have been unable to resolve a Dispute through mediation as provided in the prior subclause, a Party may file litigation against the other Party in a court of competent jurisdiction in Dubai, United Arab Emirates. With respect to litigation involving only the Parties or their Affiliates, the Parties irrevocably consent to the exclusive personal jurisdiction and venue of

the UAE courts of competent jurisdiction and their respective higher courts of appeal for the limited purpose of resolving a Dispute.

- 18.4 Except as expressly limited in the preceding subclause and the other provisions in this Agreement, Party A may immediately exercise any rights and remedies available to it under the Applicable Laws upon a breach of this Agreement by the Party B.

## 19. General

- 19.1 **Assignment:** Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, except to an affiliate as part of a bona fide reorganization that does not prejudice the other Party.
- 19.2 **Entire Agreement:** This Agreement, including its appended exhibits and annexures (if any) entered into by the Parties, constitutes the entire agreement between the Parties. This Agreement supersedes all prior and simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral, with respect to this subject matter. No handwritten or other addition, deletion or other modification to the printed portions of this Agreement will be binding upon either Party to this Agreement.
- 19.3 **Amendments:** A Party may not amend nor supplement the terms and conditions in this Agreement through the inclusion of additional or different terms and conditions in any quotation, purchase order, invoice, bill of lading, letter, email or other document or communication. No amendment of this Agreement or handwritten or other addition, deletion or other modification to the printed portions of this Agreement will be valid or effective unless made in writing and signed and exchanged by the duly authorized officers of the Parties. A Party may approve or reject a request for an amendment in its sole and absolute discretion.
- 19.4 **Severability:** If any term of provision of this Agreement, or the application thereof shall be found invalid, void or unenforceable by any government or governmental organization having jurisdiction over the subject matter, the remaining provisions, and any application thereof, shall nevertheless continue in full force and effect.
- 19.5 **No Waiver:** The failure of either Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights shall not operate as a continuing waiver of such right. No right or obligation under this Agreement will be considered to have been waived by a Party unless such waiver is in writing and is signed by an officer of the waiving Party and delivered to the other Party. No consent to or waiver of a breach by either Party will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such Party.
- 19.6 **Counterparts and E-Signatures:** This Agreement may be executed in counterparts and by electronic signature, each constituting an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**[SIGNATURE PAGE TO FOLLOW]**

**FOR & ON BEHALF OF THE [insert COMPANY name]**

.....  
Name: [ ]  
Designation: [ ]  
Email: [ ]  
Attention: [ ]  
Date: [ ]

**FOR & ON BEHALF OF THE [insert FM CONTRACTOR name]**

.....  
By: [ ]  
Designation: [ ]  
Email: [ ]  
Attention: [ ]  
Date: [ ]

## **SCHEDULE (1) SCOPE OF SERVICES**

### **1. SCOPE OF SERVICES**

#### **PART A – PROJECT SPECIFIC REQUIREMENTS**

##### **1.1 Facilities Management Services**

This section sets out the general requirements and scope of work for the services to be provided and is logically organized as follows:

- a. Mobilization
- b. Facilities Management Deliverables
- c. Hard Services (maintenance)
- d. Soft Services (cleaning and related services)
- e. Other Services

##### **1.1.1 Mobilization**

The period available to the FM Contractor to fully mobilize their service and operation 30 days from signing this contract. The FM Contractor is required (during the mobilization period) to fully mobilize the operation to include the establishment of their (on or off site) management infrastructure, helpdesk, maintenance system (asset registers, schedules etc.), any operational resource, plant tools and equipment and consumables, materials and spares etc.

During this period, the FM Contractor is to include all supporting systems and procedures, documentation, manuals, Health and Safety and Quality Assurance procedures, and all other requirements to comply with the defined scope of works and deliverables.

The FM Contractor shall prepare a detailed plan upon contract award which shall include but not be limited to the preparation of:

- a) Condition survey of assets
- b) Contract specific service delivery methodology
- c) Standard Operating Procedures
- d) Staff training and refresher training plans
- e) Communication, complaint and escalation procedures
- f) Business Continuity and Emergency Plans
- g) Health, Safety and Environmental plan
- h) Full upload of assets to maintenance system (CAFM)

Before commencing any works, the FM Contractor shall fully acquaint itself with the Premise, in addition to; All available operating and maintenance manuals and drawings in sufficient detail as to enable the FM Contractor to maintain all parts of the assets, safely.

##### **1.2 Facility Management Deliverables**

##### **1.2.1 General**

The FM Contractor is required to provide effective management of the facilities and control of the services for which it is responsible, 24 hours, 7 days a week to meet its overall contractual obligations and provide high quality services to maintain the integrity of the Employer's development, investment in built assets and to the satisfaction of the Employer and those who visit, use or reside within.

The FM Contractor shall nominate a representative who shall be responsible for the operations and will be the primary interface with Employer management, and they will assume full responsibility and

possess the relevant authority to effectively manage the FM Contractor's undertaking. The FM Contractor will be responsible for all contractual and management issues relating but not limited to:

- a) Management of FM Contractor staff and sub-contractors
- b) Ensuring the Maintenance Software is functioning correctly and responding accordingly
- c) Ensuring that the approach to each service and method of service delivery is planned, organized and executed in a professional manner including those provided by sub-contractors
- d) Meeting specific response times and SLA
- e) Providing management reports
- f) Responding to complaints
- g) Health, Safety and Environment protocols

### **1.2.2 Operational Hours**

The FM Contractor must take into consideration the defined working hours. The FM Contractor shall comply with the facility needs, plans and accordingly adjust the operational hours as needed on weekends, holidays, Ramadan, Eid or for other Employer special requests.

In addition, and as part of the management responsibilities, the following outlines the general requirements that the FM Contractor is required to meet in support of providing a professionally managed, Employer focused operation.

### **1.2.3 Computer Aided Facilities Management System (CAFM)**

It is expected that a Computer Aided Facilities Management system shall form the central focus for all proactive and reactive service provision.

It is a requirement that the FM Contractor produce (where requested as part of mobilization) and maintain a specific asset register. The assets loaded onto the CAFM system shall accurately represent the assets within the Premises with the relevant QR code; the FM Contractor shall ensure any changes in the Premises assets are reflected within the CAFM system.

The CAFM should be structured in such a way that it is able to produce instantaneous reports when required.

#### **The reports required are listed below:**

- a) Hard Services – PPM (Previous and current week)
- b) Hard Services Reactive Maintenance
- c) All Employers requests
- d) Soft Service schedules
- e) All Specialist FM Contractor
- f) Employers appointed vendors (such as: specialist FM Contractor, soft services, etc.)

All managerial, quality monitoring, PPM tasks and reactive activities shall be managed, executed and monitored through the CAFM system. The CAFM system shall record and prepare statistical data relating to the delivery of the maintenance service including without limitation PPM, reactive maintenance and emergency works, and inspections (including statutory inspections).

A detailed work specification shall be developed by the FM Contractor for the Maintained Assets and held on the CAFM system, together with the asset history logs, asset performance data, warranty and reliability data where applicable. The FM Contractor shall develop these specifications based on:

Original equipment manufacturers' (OEM) recommendations.

The FM Contractor's experience of similar equipment and projects

The FM Contractor shall provide the necessary resources to maintain, extend and enhance both the quality and the depth of the information held on the system to the mutual benefit of both itself and the Employer.

The FM Contractor shall ensure that the history of assets is captured by the system and shall achieve this by accurate and timely data entry regarding work orders, certification and appropriate management of the CAFM System.

The FM Contractor performance will be measured by regularly and routinely querying the data held on the CAFM and it is in the interests of the FM Contractor to ensure the feedback information associated with its activities is promptly and accurately entered into the system. It is the FM Contractor's responsibility to regularly feed updated information into CAFM System regarding the completion of tasks or otherwise.

Given the strategic and operational importance of the CAFM System, the FM Contractor shall need to work closely with the Employer during mobilization of the contract, in order to achieve the transparency of information that is a base of the understanding of this Specification. The FM Contractor shall transfer all data (in an exportable format as defined by the Employer) used or generated in the delivery of the facilities management services to the Employer upon the Employer's request at any given point of time.

#### **1.2.4 Reporting**

All reports must be submitted to the Employer in clear and easy to understand format.

Submission of reports shall commence within thirty (30) calendar days from mobilization and each month on the 4th of every calendar month, unless agreed in writing by the Employer on a different date.

It is envisaged that the monthly report will contain at least the following:

- Summary of PPM and other activities undertaken (including works performed by the Employer's appointed vendors).
- Forward work plan to show planned PPM for following two months.
- Contract variation requests.
- Stock Inventory Management.
- SLA performance.
- Utility management plan.
- Compliance management.
- HSE report
- Security and Incident reports
- Financial report.
- Lessons learned report & key achievements.
- Detailed report of tenant complaints (Including Name and Issue)

#### **1.2.5 Key Holding**

The FM Contractor will be handed over the keys to all plant and storage rooms and in addition, the Employer may require the FM Contractor to hold the keys to entrances to the office(s) and units (which if included may form part of the duties of the security detail). The FM Contractor will need to ensure that all keys are securely stored in a Lockable Key Cupboard and properly labelled. Keys should only be issued to authorized persons and a Key Register shall be maintained.

#### **1.2.6 Self-Performed Services**

It is expected that the FM Contractor will undertake the vast majority of the work (described in the Hard Services and Other sections) in-house (using resident staff ) and that sub-contracting will be limited to only specialist items of maintenance, complex tasks, operations and items for which specific licenses are required. All services forming part of the described works shall be professionally managed and carried out by staff who are trained in, and competent to undertake the required activities.

#### **1.2.7 Sub-Contractors**

Any sub-contractors engaged by the FM Contractor shall be approved by the Employer and the FM Contractor is responsible for all Services (as if their own undertaking), supervise and oversee their activities to ensure quality and safety, including obtaining and verifying detailed work method statements, risk assessments and issuing permits as may be required.

### **1.2.8 Additional Works**

In addition to routine service provision, the FM Contractor may be required, from time to time, to perform additional works. These may arise from weather ingress (i.e. clean, repair, reinstating), or damage by others. The FM Contractor is required to take a proactive approach to taking responsibility and responding to such items (for which they will be reimbursed in accordance with Pricing Schedule) to prevent further damage, effect repairs as required.

All works above threshold which fall under the additional out of scope work, shall at all times, have three quotations submitted to the Employer within a maximum of five (5) working days. The quotations will be evaluated by FM Contractor showing pros/cons of the proposed vendors with a clear recommendation. If approved by the Employer, the FM Contractor is fully responsible for the works.

### **1.2.9 Supervision and Coordination of Third Parties**

During the Term of the Agreement, the FM Contractor is required to supervise and oversee any third-party contractors appointed by the Employer, working within the areas of responsibilities and must provide assistance

### **1.2.10 Value Added Services**

The FM Contractor will be required to plan and execute occasion-based decoration in the lobby of the building such as Eid, Ramadan and any other holiday recommended by the Employer, at an additional cost borne by the Employer.

## **1.3 HEALTH, SAFETY & ENVIRONMENTAL (HSE)**

### **1.3.1 Emergency Planning and Disaster Management**

The FM Contractor will ensure that a specific Emergency Plan is developed detailing response procedures, Emergency Teams, Emergency Exercises, etc.

### **1.3.2 Emergency escalation**

The FM Contractor will ensure that a site-specific emergency escalation plan is developed detailing all anticipated emergency scenarios categorized in 3 levels of priorities as classed below:

- a. Priority 1 –Critical Emergency (Fire, Major Flood, power outage, lift entrapment etc.)
- b. Priority 2 – Urgent (AC failure, water leakage ,electrical faults)
- c. Priority 3 –Routine occurrences (Does not pose immediate risks)
- d. Priority 4 – Non-urgent (Minor issues with no impact on operations to be addressed based on availability of resources)

This classification will be incorporated into the CAFM system and reflected in all work orders issued

The escalation plan will contain all levels of persons for both the FM Contractor as well as the Employer who must be contacted in each of the priorities. The escalation plan will furthermore detail how contact will be made and by when.

### **1.3.3 First Aid**

The FM Contractor will ensure the provision of First Aid equipment and resources in line with Labour law and local laws.

#### **1.3.4 Safety of the Premises**

The FM Contractor shall take all practicable and reasonable steps to ensure that the Premises shall comply with all Health, Safety and Environmental legislation and any other statutory obligations at all times. The FM Contractor shall immediately advise the Employer on any areas which appear not to comply with legislation. Any works which are necessitated as a result of such advice shall be added to the Forward Maintenance Programme with the agreement of the Employer.

Access: The FM Contractor will ensure that all access points are functional, and that tenants, occupiers, and visitors are able to access the Premises without hindrance in accordance with security protocols. All fire exits, corridors and staircases shall always be free of objects and able to be opened. Disabled: The FM Contractor shall ensure that all installed signage is properly maintained and that all ramps and access points are always clear of any obstructions at all times.

#### **1.3.5 Occupational health management**

The FM Contractor will be responsible to ensure that its staff, subcontractors and member of the public are protected from any ill health effects deriving from its activities. This will include but not be limited to, the provision of safety notices and signs, general circulars, barriers, etc.

## **2. SCOPE OF SERVICES – PART B – HARD AND TECHNICAL SERVICES**

### **2.1 General Hard and Technical Services**

#### **2.1.1 General Description**

The Scheduled Services shall include but not be limited to general preventative and emergency maintenance and repairs, (excluding including spare part) which shall be provided in respect of the following:

- a. All building elements (external & internal) and components related to structure, finishes, fixtures, fittings; roof, including tents, mast etc.
- b. All internal building elements and components, including materials, fixtures, fittings, fountains, and installations in the common areas of the building.
- c. Building signs, furniture, planter boxes, and seating.

The Scheduled Services shall include, but not be limited to, the following services installations:

#### **2.1.2 Technical Systems**

##### **HVAC Systems**

- a. Chilled Water System.
- b. Air conditioning System (Chiller, Air Handling Units, Fan Coil Units, and all wall-mounted and split A/C units etc.
- c. BMS (Building Management System) including sensors, cooling valves, duct actuators, dampers etc.
- d. Fresh Air, Extract Ventilation system, Car Park ventilation fans, general extract, smoke fans etc.

##### **Electrical Systems:**

- a. HV system including electrical transformers, switch gear etc.
- b. LV system (MDB, SMDB, DB etc.)
- c. Emergency Power Systems (Generators, UPS, etc.)
- d. Information Systems.
- e. Vertical Transportation (Elevators)
- f. Car park traffic Barrier control System
- g. Air curtain system.
- h. Small Power
- i. Lighting including external, internal, decorative lights
- j. Earthing and Lightning Protection System.

##### **Low current Systems**

- a. Fire Alarm system
- b. Central battery emergency lighting system
- c. Standby generator, including servicing, test running, supply of fuel and replacement/refilling of fuel etc.
- d. PA system
- e. CCTV system
- f. Fire/Smoke curtains.
- g. Fire Fighting system including pipe workflow switch, automatic sprinklers, hydrant pumps, fire extinguisher etc.
- h. Access control system.
- i. Lighting control system.

j. LPG and alarm system including safety testing, as well as testing and managing the filling of tanks.

Operation and Maintenance of these Systems shall be carried out by FM Contractor's skilled maintenance operatives and /or sub-contractors operatives as required for specialist plant and equipment, all operatives must be experienced and fully familiar with the Premises and the systems.

### **Plumbing Systems:**

- a. Water features
- b. Water Coolers
- c. Domestic water supply, holding tank & distribution system including cold water storage tanks and pumping system, hot water electric cylinders and pump circulation, sanitary fittings, washroom plumbing and drainage System, excluding those installations within tenant demised areas.
- d. Irrigation network.
- e. Rainwater disposal system
- f. Drainage system, Foul and surface water drainage installations, including Pumps. System (cleaning and maintenance including drain lines). All rainwater and landscape drainage systems (grates, traps, floor drains etc.) should be kept free of debris (litter, foliage, sand) by routine inspection and removal, however, prior to winter, these will need to be thoroughly cleaned and pressure washed and all piping inspected to ensure it is free from any obstruction to free water flow. Landscape drainage may require the removal of soil and reinstatement after maintenance has been carried out.

### **Civil Works:**

- a. All civil works relating to floor, wall, column finishes, Signage, expansion joints, painting, and tile works etc.
- b. Painting and tiling shall be executed using standard 60\*60cm materials .Any area exceeding this specified coverage shall be considered chargeable.

### **Other systems:**

- a. Automatic sliding doors.
- b. Refuse chutes, odour control system, garbage trolleys.
- c. Sliding doors and gate barriers including the Signage.

Operation and Maintenance of these Systems shall be carried out by Contractor's skilled maintenance operatives and /or sub-contractors operatives as required for specialist plant and equipment, all operatives must be experienced and fully familiar with the Premises and the systems.

## **2.2 Building Services Maintenance**

The objectives for this service are to ensure that all the plants and systems installed are well maintained, functioning properly, operating efficiently and are free of defects and that through a rigorous program of maintenance, to protect its investment and physical assets. The FM Contractor is therefore required to establish and implement a maintenance regime that achieves this objective.

## **2.2 Maintenance Management**

The FM Contractor, as part of his overall Facilities Management obligations, is totally and fully responsible for managing and providing a complete maintenance service, the overarching principles and requirements have been set out in the preceding Facilities Management section. The FM Contractor is responsible for the establishment and implementation of a robust maintenance strategy that encompasses all Infrastructure and Built Assets within the Area of Responsibility, broadly by developing and maintaining

- a. A maintenance regime that complies with local law, satisfies the Operating and Maintenance Manual literature and is based upon international and local standards and industry best practice;
- b. Utilising a maintenance software system (as previously outlined in the Facilities Management section) to:
  - i. record assets and barcode the same for identification purposes (including supplementary items as appropriate, which may be grouped)
  - ii. allocate maintenance tasks and frequencies
  - iii. schedule maintenance and allocate work tasks to the maintenance team, or others
  - iv. record any defects and attend to them within set priorities
  - v. Undertaking regular maintenance on a planned basis
  - vi. Promptly attending to repairs
  - vii. Ensuring proper operation of the plant and systems
  - viii. All, in a safe manner

It is envisaged that the FM Contractor will undertake most of the work in-house, supported by specialist subcontractors as required. This will require a high degree of management control and supervision and technicians who are skilled and competent in all skill and trade disciplines. The maintenance service is a 10 hour, 6 days a week obligation, however any defects or problems occurring at anytime of the day will need to be responded to in accordance with the stated response times.

The maintenance service shall be of the highest quality and, as this is “output” driven it is the FM Contractor responsibility to determine strategy, methodology, routines, frequencies and resourcing requirements to achieve this.

The maintenance requirement is based upon “output” requirements in order to minimise any discrepancies in interpretation and to ensure that industry best practice is applied, and other international and local standards and industry best practice.

All maintenance will be carried out, as a minimum, in accordance with the Operation and Maintenance Manuals, maintenance specifications and the frequencies recommended in the manuals for each piece of equipment, finishes, fitting or furniture under this Agreement. In cases where there is no maintenance standard specified then the Second Party is required to obtain maintenance specifications related to the piece of equipment, finishes, fitting or furniture.

### **2.2.1 Management Report**

The following (as a minimum) should be incorporated within the overall facilities management monthly report:

- a. Maintenance summary
- b. Planned activity (i.e. PPM, RCM etc.)
- c. Planned activity requiring to be re-scheduled
- d. Breakdown list with action taken, categorized according to service and criticality
- e. Top repeated complaints, with a technical evaluation and solution
- f. Outstanding repairs
- g. Architectural Structural issues,
- h. Utilities usage summary
- i. Additional works, in progress and completed

- j. Planned activities for the next month (identifying any shutdowns)
- k. Statutory compliance tracker update based on compliance schedule
- l. Spare and stock list report and consumed items

### **2.2.2 Technical Resources**

It is mandatory that all Technicians are properly qualified and trained to undertake the work content and it should be recognized that additional training may also be required in order to familiarize the Technicians with the specific buildings and plant installed.

Full and proper supervision, knowing where and what the Technicians are working on, and communication is essential.

Where any shutdowns are required, the Employer and those who may be affected, should be advised accordingly as part of the proper scheduling of work.

Adequate resources must always be provided to undertake both planned and reactive works in order to attend to any breakdowns within the stated response times.

Several factors should be taken into consideration when providing the resources:

- a. Anticipated productivity levels in relation to the actual assets and areas requiring maintenance services
- b. The standard of specification to all areas and the high standard of maintenance expected
- c. The specific requirements that are outlined within Contract
- d. Minimum training and skill requirements to be established
- e. The need for staff to understand and accept instructions from their supervisors

### **2.2.3 Plant, Tools and Equipment**

The FM Contractor will provide all plant and equipment required to access and execute all maintenance activities. The FM Contractor shall ensure that these are well maintained, fit for purpose and that staff are properly trained to inspect prior to use, and trained in their use. Copies of the Annual Maintenance contract for equipment and plant should be provided, and in the event of breakdown, a like-for-like replacement should be provided. Minimum equipment provision agreed with the Employer should be maintained on site.

The calibration, testing and inspection of all tools should be carried out in accordance with the manufacturer's recommendations. Copies of the calibration/test certificates shall always be made available.

Items that are used regularly may be stored in designated areas, whilst other items may be brought to site as and when required. All products and supplies used by the FM Contractor shall:

- a. Comply with any local requirements;
- b. Be environmentally friendly, energy efficient and cost effective in so far as is reasonably practicable;

Additionally, all tools and equipment necessary for the provision of the services will be provided by, and properly maintained by the FM Contractor at their own expense;

### **2.2.4 Consumables and Materials**

The FM Contractor shall provide all consumables and materials that are required in the execution of planned maintenance and shall ensure that sufficient stocks of regularly used materials and consumables are available and stored on site in a safe, clean and tidy manner whilst other items (such as air filters) should be ordered and delivered to site when required.

The FM Contractor shall provide, and ensure the availability of all materials, consumables and products necessary to deliver the service. All products are to be suitable for their intended use and of a quality equivalent or better than that of the original installation.

### **2.2.5 Spares for Repairs**

The FM Contractor shall, during the mobilization period, compile a list of required Critical Spares.

This list should be formulated by considering the associated risk of any failure in conjunction with the lead times for the supply of such items. The responsibility for ensuring the availability of Critical Spares rests with the FM Contractor always and therefore they should ensure sufficient stock is held on site if the availability of any items from the local market is limited. Critical Spares are items that should an item fail, it would have a severely adverse impact upon a service that requires rapid restoration such as a power failure, or water supply. Certain Spares are also considered “Critical” if there is a long lead time to secure, hence the need to stock Critical Spares on site. Non-Critical, but commonly used or highly visible items that may be subject to a specific performance measurement requirement such as light bulbs and LED’s, should, for convenience and response, also be stocked on-site for the entire duration of the contract.

Usage should be analysed on a monthly basis and stock levels adjusted accordingly in order to maintain sufficient stock based on trend analysis.

For all other spares, the FM Contractor shall ensure that it has a well-developed supply chain and is able to procure all other Spares in a timely manner i.e. one that would enable a repair to be effected by way of a replacement within a reasonable time without adverse effect on the users or occupiers of the Project, such as bidet hoses, toilet seats, door hinges and locks.

A list of all fast-moving items under threshold shall be available at all times by the FM Contractor in his stock, wherever any item above threshold is required then the FM Contractor shall inform the Employer about the requirements and submit list of recommendations to be purchased separately. However, it will always be the responsibility of the FM Contractor to actively manage any stock and account for it.

### **2.2.6 Specialist FM Contractor**

The FM Contractor will need to engage the services of specialist FM Contractor where it should be noted that the quality of any service provided by third parties and the achievement of any requirements or standards stated in performance measurement still rests with the FM Contractor.

- a. Emergency Lighting and central battery system
- b. Fire Fighting Systems
- c. Fire Alarm and Detection System
- d. Elevators and Escalators
- g. Generators
- k. Water Filtration units
- m. UPS
- p. Water tanks Cleaning
- s. Water Testing and Treatment

Any sub-contractor appointed by the FM Contractor shall be competent and licensed to carry out their activity. In all cases, the FM Contractor is fully responsible for the service provided and inducting and supervising any visiting subcontractor technicians as if their own, including issuing of permits prior to the commencement of any work.

All specialist sub-contractors are to have adequate insurance and be legally and professionally compliant in all activities whilst operating within the project.

Most of the specialist services or visible jobs will have time restrictions, hence impacting on closing the complaints within the time limit to meet SLA's. Also, it is purely the responsibility

of appointed FM Contractor to coordinate with the specialist company for such work without any further delay.

### **2.2.7 Workshops and Storage Facilities**

Any facilities provided by the Employer shall be properly secured to prevent unauthorised access. These shall also be kept well organised and tidy and shall not become a “dumping ground” for old spares and redundant items. In such cases that the room is not organised and kept tidy, the Employer may have arranged by a third-party vendor, and any expense to do so shall be deducted from the FM Contractor’s monthly invoice.

### **2.2.8 Plant Rooms and Work Area**

All plant rooms shall be properly secured to prevent unauthorised access and signage placed to ward off any hazards i.e. Danger of Electric Shock, Permit Required etc. All plant rooms shall be tidy and shall not be used to store items nor become a “dumping ground” for old spares and redundant items. In such cases that the room is not organised and kept tidy, the Employer may have arranged by a third-party vendor and any expense to do so shall be deducted from the FM Contractor monthly invoice.

All work areas should be free of obstruction and where work is undertaken in any common or occupied area, barriers and signs shall be erected. Where these are left unattended i.e. overnight, the occupiers of the area shall be informed, and the area cordoned off with no safety hazards.

### **2.2.9 Waste Disposal**

The FM Contractor may use the waste facilities within the Project noting that any hazardous or special waste will need to be handled in accordance with the waste regime also implemented by the FM Contractor as part of his overall facilities management remit and in accordance with the approved waste management strategy.

### **2.2.10 Area of Responsibility**

Although the FM Contractor is totally and fully responsible for the effective maintenance of the Areas and Buildings under his responsibility, the following broadly outlines the requirements for the service.

### **2.2.11 Built Assets (Buildings and Structures)**

The FM Contractor is responsible for ALL MEP plant and systems and ALL Building Fabric within their Area of Responsibility. This includes all other items including electrical wiring, fan coil units and plumbing within the Premises (unless specifically stated).

It should also be noted that an issue arising in one unit may affect another, i.e. a leak/ fire in one may come through the ceiling of another, hence there will be occasions when “make safe” may require a little further investigation. If any repairs are required, this should be reported to the Employer, and if a unit is affected by an issue arising from another, then this should be reported to the Employer and steps taken accordingly.

## **2.4 Maintenance Approach**

The FM Contractor, for all of its Area of Responsibility is required to take a pro-active approach to maintenance through a combination of planned, condition based, reliability centered and response to failure, the following broadly sets out the approach to these, whilst not, as this is an “output” specification, stating specific tasks or frequencies to be applied.

It is the FM Contractor responsibility to ensure an exceptional standard of functionality and availability of all plant and systems, the critical elements of which are subject to the specific

requirements in performance measurement or as one would expect from a competent FM Contractor in order to maintain the Premises to the prescribed and expected standards.

#### **2.4.1 Planned Preventive Maintenance (PPM)**

The FM Contractor shall implement a PPM system in accordance with local and international standards and industry best practice as a minimum.

The FM Contractor shall utilise a maintenance software system i.e. CAFM which shall contain an asset register of all items to be maintained along with frequencies and other relevant information. The programme shall clearly identify maintenance frequencies against each asset and shall be suitably formatted to enable export to the Employer for progress to be monitored on a monthly basis. The PPM annual plan shall be submitted to Employer upon mobilization for the facility and including but not limited to all assets and equipments under the area of responsibility.

All planned works should take place at agreed times and the PPM scheduling of work should avoid disruption to the convenience of the tenants whenever possible.

The PPM schedule must comprise but not be limited to the following:

- a. A detailed schedule for each individual asset that will be maintained with the relevant frequency.
- b. A schedule of inspections, testing and training
- c. A program of regular health and safety, disaster and fire recovery drills

The FM Contractor shall ensure that all PPM tasks are completed in line with the agreed Planned Preventative Maintenance Plan and should be completed within deadlines based on resources planning without any deviations.

The FM Contractor shall always ensure that sufficient competent, appropriately trained staff are deployed to cater for the spectrum of planned and unplanned demands on the maintenance services.

It is essential that all maintenance staff working on behalf of the FM Contractor involve themselves fully in the identification of faults. The inherent skills of the FM Contractor's staff shall ensure the timely identification and rectification of faults and these must be logged through the maintenance software for recording purposes, and quality analysis.

The maintenance software must be updated as each maintenance task is completed. Any items which require further corrective works must be identified on the maintenance software and a corresponding reactive work order raised in line with the respective priorities.

#### **2.4.2 Corrective Maintenance**

The set of tasks is destined to correct the defects to be found in the different equipment during PPM activity and identified through a condition monitoring program. The corrective maintenance would have an SLA of completion upon identification with seven (7) calendar days to return equipment in proper conditions.

#### **2.4.3 Major or Infrequent Maintenance**

There are certain items of maintenance that do not form part of the responsibility of the FM Contractor and would be extremely costly to undertake, and will be referred to the Employer with the relevant cost.

#### **2.4.4 Condition Based Maintenance (CBM)**

The Employer considers the primary benefits of implementing CBM techniques as:

- a. Enhancing asset life by preventing degradation of internal components.
- b. Increase the reliability of systems through remote inspection and assessment.

- c. A reduction in expensive and labour-intensive routine maintenance activities through the greater understanding of the operating characteristics of plant items through trending and a quicker assessment of plant condition.
- d. Allowing preventive measures to be taken before major breakdowns occur, allowing a reduction in unscheduled downtime.
- e. Seeking energy savings through improved operating conditions of plant.

Condition Based Maintenance approach shall include all maintenance tasks initiated by trends highlighted by routine or continuous monitoring of plant condition. This forms part of the preventive maintenance approach based on performance and/or parameter monitoring and the subsequent actions.

The FM Contractor shall ensure that it adopts the use of objective technologies to measure the condition of equipment using statistical process control techniques, by monitoring equipment performance or through visual inspections. This shall include at no extra cost but not be limited to:

- a. Vibration analysis
- b. Acoustic emissions monitoring
- c. Thermographic
- d. Wear and oil analysis
- e. Power quality monitoring

The FM Contractor shall ensure that Condition Based Maintenance is performed after one or more indicators show that equipment, assets or systems are going to fail or that the performance is deteriorating.

#### **2.4.5 Reactive and Breakdown Maintenance**

The FM Contractor is to provide a 24-hour, 7 days a week service to respond to breakdowns and should during the mobilization period establish a system of prioritising repairs and the required response times. In general, the prioritisation is as follows:

#### **Category Response Time Resolution**

##### **Time Scenario**

##### **P1 Response Time: 15 Min - Resolution Time: 2 Hours**

P1 works will refer to an imminent threat to life, property, security or the environment

The following scenarios shall be considered as P0 issue:

- a. Any life threatening or immediate injury threatening situation
- b. Any situation constitutes a danger, health hazard, present a significant business risk, seriously affect occupation, or the relevant property occupants' operational effectiveness or endanger security
- c. Any situation which leads to the building being evacuated
- d. Gas odour
- e. Structural problems with the building
- f. Major leak or flooding
- g. Fire or smoke
- h. Lift entrapment
- i. Loss of permanent power

##### **P2: Response Time: 2 Hour – Resolution Time: 8 Hours**

P2 works will refer to a potential threat to life, property, security or the environment

- a. Chemical spill
- b. HVAC that impacts facilities and data centers
- c. Situations that impact the heating/electrical plant
- d. Excess amount of water entering building or overflow running
- e. Loss of hot water, electrical, power or heating services in sections of the building
- f. Malfunctioning lock if security risk
- g. Blocked drains/toilets
- h. Broken window
- i. Problems affecting Emergency access, egress or
- j. preventing disabled access
- k. Floor covering if trip hazard
- l. Lifts failures where no occupants trapped

**P3: Response Time: 4 Hours – Resolution Time: 24 Hours**

P3 works will constitute 'failures' or 'wants of repair' that affect amenities and present a business risk, but do not seriously affect occupation, health or relevant property's occupants' operational effectiveness.

- a. Non-essential power/lighting failure (but where no alternative power/lights)
- b. Water leak if not causing building damage
- c. Single blocked sinks, toilets or urinals, where there is no risk of overflow
- d. Minor heating or mechanical equipment failure (where no alternative available) bad smells
- e. Equipment failure that has minimal effect to the customer
- f. Glazing replacement (where there are no security implications)
- g. Hot and cold calls, no hot water in residence halls rental apartments
- h. Tripped breakers
- i. Inappropriate graffiti
- j. Plumbing issues
- k. Roof leaks
- l. Loss of critical refrigeration
- m. Loss of other services e.g. ventilation, air conditioning.

**P4: Response Time: 24 Hours – Resolution Time: 148 Hours**

P4 works refer to 'Normal' reactive maintenance works that do not present a significant business or human risk and do not affect occupation, property occupant's health or operational effectiveness

- a. Cable management – faults / repairs
- b. Waste management / removal
- c. Minor electrical repairs
- d. Key requests
- e. Light out
- f. Pest control
- g. Condition that reflects poorly on the institution
- h. Carpet/floor replacement or refinishing
- i. Building or refinishing furniture
- j. Seasonal repairs
- k. Painting requests

- l. Changing light bulbs
- m. Missing ceiling or floor tiles
- n. Signage repair
- o. Fixture repair

#### **2.4.6 Forward Maintenance Register**

The FM Contractor shall produce and maintain a rolling five (5) year Forward Maintenance Register (FMR). The FMR shall consist of all foreseen and tangible major (life cycle) repairs or plant replacement (not redecoration as this is a subjective requirement).

The FMR will generally comprise of larger works and items which are excluded from the scope of routine maintenance and contractual liability to undertake. The FM Contractor, in compiling the FMR shall fully identify what is required and when, assign it a priority and provide indicative costs and if possible, as well as demonstrate how these can be scheduled to obtain best value both through their timing and implementation.

#### **2.4.7 Assets beyond their Economic Life**

The FM Contractor shall advise the Employer where in his opinion an asset is beyond economical maintenance and repair and are likely to cause on-going unplanned downtime or pose potential Health and Safety risks.

If the FM Contractor reasonably believes that an asset or collection of assets and (including the structure, fabric, fixtures and fittings, mechanical and electrical services, plant, systems and equipment) is nearing the end of its economic life, the FM Contractor shall advise the Employer the same in writing. The FM Contractor must clearly explain the proposed works that would be required to repair, renew, or replace the relevant item(s).

During the interim period, the FM Contractor is required to continue the operation and minimize further damage to the asset.

The FM Contractor shall carry out a comprehensive review of the cleaning arrangements and make recommendations to provide a planned cleaning program and procedures within 2 weeks of contract commencement.

#### **2.5 Performance System and Criteria**

The FM Contractor shall ensure that

- All maintenance complies with the maintenance requirement of the asset/equipment as defined by the Original Equipment Manufacturers (OEM) Operations & Maintenance (O&M) requirements.
- Does not void the manufacturers Defect Liability Period (DLP) and/or warranty (if applicable)
- There are no breakdowns as a result of failure to carry out the designated plant inspections, checks and condition monitoring.
- There are no failures due to lack of poor maintenance or maintenance induced failures.

- >95% of PPM activity is completed to program.
- Plant maintenance records are current.
- PPM records are updated on the system on a weekly basis.
- All maintenance work is carried out in accordance with a Permit to Work (PTW) system as required.

### 2.5.1 Service Level Agreement – MEP and System Maintenance

The following specifications are to be applied to the MEP requirements for the locations. Unless otherwise advised. In all instances, planned maintenance task list and frequency must be in line with the manufacturers’ recommendations and guidelines. Where appropriate the FM Contractor can suggest alternate maintenance regimes such as condition based or ‘run time’.

| ELEMENT  | STANDARD   |
|--|--|
| Building Fabric External including: <ul style="list-style-type: none"> <li>• External walls windows and glazing,</li> <li>• Roof,</li> <li>• Slabs,</li> <li>• Fire escapes,</li> <li>• Safety barriers,</li> <li>• Balconies</li> </ul> | <ul style="list-style-type: none"> <li>• All elements of building fabric and finishes or a services system component must be functional and operational</li> <li>• Sound, secure and weatherproof where appropriate</li> <li>• Free from structural cracks and/or deflection.</li> <li>• Free from damp penetration</li> <li>• Cladding, copings and parapets are structurally sound and secure.</li> <li>• Free from areas capable of harbouring vermin and/or pests.</li> <li>• Free from debris and moss growth.</li> </ul> |
| Building Fabric Internal including:<br><br>Internal walls <ul style="list-style-type: none"> <li>• Partitions/Cubicles</li> </ul> Ceilings   | <ul style="list-style-type: none"> <li>• All elements of building fabric and finishes or a services system component must be functional and operational</li> <li>• Free from structural cracks and/or deflection.</li> <li>• Free from damp and vermin.</li> <li>• Free from undue damage and of reasonable appearance for location.</li> </ul>  |

|   |  |
|---|--|
| <p>Furniture Fixtures and Fittings including:</p> <ul style="list-style-type: none"> <li>• Tables, desks, chairs, other furniture</li> <li>• Windows and sills</li> <li>• Hatches</li> <li>• Vents</li> <li>• Sky lights</li> <li>• Joinery, shelving</li> <li>• Cupboards</li> <li>• Railings</li> <li>• Racking</li> <li>• Notice boards</li> <li>• Mirrors</li> <li>• Balustrades</li> </ul> | <ul style="list-style-type: none"> <li>• Operate as intended, in a safe way, without making undue noise and without observable stains on hinges, locks, catches and handles, and without binding, rubbing or catching in any way.</li> <li>• Must function as intended and must be free from all but minor surface blemishes and minor wear and tear. <ul style="list-style-type: none"> <li>• Luminescent strips, signs, notices, warning signs are intact, legible and illuminated where appropriate.</li> <li>• Free from corrosion.</li> </ul> </li> </ul> |
| <p>Doors and door furniture (locks, holdopen and other safety devices)</p> <ul style="list-style-type: none"> <li>• Doors and door furniture(locks, hold open devices)</li> </ul>   | <ul style="list-style-type: none"> <li>• Operate as intended, in a safe way, without making undue noise and without observable stains on hinges, locks, catches and handles, and without binding, rubbing or catching in anyway All in accordance with the Design Requirements.</li> </ul>   |

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|---|--|
| <p>Floor and Floor Coverings</p>  | <ul style="list-style-type: none"> <li>• The floor covering is fully fixed to the floor so as not to cause a health and safety hazard.</li> <li>• The floor/floor covering is free from tears, scoring, cracks or any other damage that is unsightly and/or could cause a health and safety hazard.</li> <li>• The floor covering is free from all but minor surface blemishes and minor wear and tear.</li> <li>• Floor coverings/surfaces must be maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheeled bed trolleys, wheelchairs and any other wheeled vehicle or equipment.</li> <li>• Floor coverings/surfaces allow adequate drainage where necessary.</li> <li>• Floor coverings/surfaces are free from pests.</li> </ul> |
| <p>Decorative Finishes including:</p> <ul style="list-style-type: none"> <li>• Paintwork</li> <li>• Tiling</li> <li>• Fabric and special finishes applied to walls</li> <li>• Ceilings</li> <li>• Woodwork</li> <li>• Metalwork</li> <li>• Pipework and other visible elements</li> </ul> | <ul style="list-style-type: none"> <li>• Free from all but minor surface blemishes or undue wear and tear.</li> <li>• Free from cracks, or any other surface degradation consistent with a building maintained in accordance with Best Operational Practices.</li> <li>• Properly fixed in place with grout, mastic, welding or similar to joints specifications.</li> <li>• High quality paint to be used matching the approved colour reference as advised .</li> </ul>  |

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|  |  |
| <p>External Lighting</p> <ul style="list-style-type: none"> <li>• Lighting on the building</li> <li>• Lighting at the entrances of the building</li> </ul> | <ul style="list-style-type: none"> <li>• Sound, secure and safe and free from damage.</li> <li>• Operating at their design performance where applicable.</li> </ul>  |
| <p>Water features (If applicable)</p>  | <ul style="list-style-type: none"> <li>• Water to be clear, sparkling, with no algae on surfaces, floating debris or build-up of dirt on sloping or horizontal surfaces and with the quality to be maintained in accordance with Health Regulations.</li> <li>• Lining, pipework, pumps and valves to be free of leaks and to operate as designed.</li> <li>• No use of chemicals that causes changes in hair colour (pools) or colour of adjacent finishes from splashing.</li> <li>• Use of chemicals in terms of best practice</li> </ul> |

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| <p>LV Distribution System including:</p> <ul style="list-style-type: none"> <li>• Distribution equipment and protective devices fuse switches</li> <li>• Isolators</li> <li>• Distribution boards</li> <li>• Fuses</li> <li>• MCBs, ACB, ELCBs and RCDs, exposed distribution cables</li> <li>• Check meters</li> </ul> | <p>Are correctly operating</p>  |
| <p>Lighting systems including:</p> <ul style="list-style-type: none"> <li>• Light fittings and fixtures</li> <li>• Tubes, lamps, ballasts</li> <li>• Lighting controls, switches, etc.</li> <li>• Luminaires, diffusers and Louvres</li> </ul>  | <ul style="list-style-type: none"> <li>• Are correctly operating in all respects</li> <li>• Clean and free of dust and finger marks</li> <li>• Provide appropriate levels of lighting</li> <li>• Consistent use of ‘colour’ lamps</li> </ul>  |
| <p>Hot &amp; Cold-Water supply inside the buildings including:</p> <ul style="list-style-type: none"> <li>• Potable water distribution system inside building</li> <li>• Taps, faucets and other washroom fixtures.</li> <li>• Local water heater.</li> </ul>   | <ul style="list-style-type: none"> <li>• Deliver water without undue noise and vibration.</li> <li>• Taps, valves and other related fittings and fixtures function as intended.</li> <li>• Pipework and fittings must be fastened securely to their intended points of anchorage.</li> <li>• There must be no drips or leaks of water from pipework, taps, valves and/or fittings.</li> <li>• Water supply pressured maintained.</li> </ul> |

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|--|---|
| <p>Heating, Air Conditioning and Mechanical ventilation Systems including:</p>   | <ul style="list-style-type: none"> <li>• Air conditioning systems including AHU, FAHU, FCU, fans, cooling and heating coils filters, dampers, ductwork and grilles, VAV boxes and automatic controls.</li> <li>• Split unit air conditioners.</li> <li>• Supply and exhaust ventilation systems including fans, ductwork, dampers and grilles, etc.</li> <li>• All air conditioning and ventilation systems and associated plant components must function as intended without undue noise or vibration.</li> <li>• Air changes and ventilation levels as required so that the location remains adequate for the intended purposes.</li> <li>• Ductwork, fittings and pipework must be securely fastened to their intended points of anchorage.</li> <li>• There must be no leaks of water (or other heating/cooling medium) or air from ventilation systems.</li> <li>• Secure to authorised access only.</li> <li>• Free from corrosion, erosion and organic growth.</li> <li>• Compliance with public health measures for Legionella.</li> <li>• All vents to be clean and clear of dust, dirt, cobwebs, debris and the like which may adversely affect airflow.</li> </ul> |
| <p>Public health and other drainage systems including:</p> <ul style="list-style-type: none"> <li>• All sanitary ware</li> </ul> | <ul style="list-style-type: none"> <li>• Must function as intended, without undue noise and vibration.</li> <li>• Provide a safe and comfortable environment.</li> <li>• All pipework and fittings fastened securely to their intended points of anchorage.</li> <li>• There must be no leakage of waste and/or foul water</li> </ul>   |

|                 |   |
|-----------------|---|
| Automatic doors | <ul style="list-style-type: none"> <li>• Must function as intended including all safety devices without undue noise or vibration.</li> </ul>  |
| Clocks          | <ul style="list-style-type: none"> <li>• Must, at all times, be accurate to within 2 minutes of local time.</li> </ul>  |
| IT/Telecom      | <ul style="list-style-type: none"> <li>• The FM Contractor will inspect and attend for any breakdown or interruption of services. All remedial works will be coordinated by the FM Contractor with ITC partner(s).</li> </ul> |

## 2.5 Mandatory and Statutory Inspections

The FM Contractor shall set up an annual programme of mandatory works and statutory inspections to ensure all equipment receives the required inspections at the correct time so that it complies with all relevant statutory and legislative requirements.

All such requirements will be entered onto the CAFM system and scheduled according to frequency and shall be carried out by an accredited third party.

### 2.5.1 Mandatory

Mandatory refers to items that are not statutory but are subject to local regulations and guidelines examples include: water management, control of legionella, electrical testing etc. noting that the frequency of such may vary according to building use.

The following mandatory items are included in the Scope of Work and the FM Contractor is required to act in accordance with best practice, for example, by developing plans, logbooks, manuals and undertaking the associated control measures and tasks:

- a. Water Management and Hygiene
- b. Potable
- c. Control of Legionella
- d. Water Features
- e. Potable water systems
- f. Water Tanks

### **2.5.2 Statutory**

Statutory refers to items that are statutory as per federal or local law. The following statutory items are included in the Scope of Work and the FM Contractor is required to arrange for these to be undertaken at least annually, as per legislation or as specified below, whichever is the greater:

- a. Tank Cleaning and water testing reports (microbiological and legionella)
- b. Fire Protection (includes certification)
- c. Lifting Equipment (Elevators include third party testing )<sup>[MG1]</sup>

Records of all mandatory and statutory inspections and certificates shall be held within the facilities office and on-site. Periodic inspections will be made by Public Health, Hygiene, Fire Inspectors and other such person

### **3. SCOPE OF SERVICES**

#### **PART C - SOFT SERVICES**

##### **3.1 Soft and Non-Technical Services**

This section sets out the general requirements and scope of work for the services to be provided.

###### **3.1.1 General Description**

Cleaning of all common areas of the Premises, and any other identified areas in such a way as to maintain a healthy and safe environment for users, efficient and effective operational use of facilities, and promote a positive image to all its stakeholders.

**The services shall comprise and not be limited to:**

- a. General and specialized cleaning so that the building meets the optimum standards;
- b. Responsive safe service to maintain the use of business facilities and the safety, security and well-being of all users
- c. Provision of all cleaning materials, consumables and equipment in relation to support services (e.g. toilet paper, towels, soap, chemicals etc.);
- d. Full cleaning maintenance of the external appearance of the buildings
- e. Environment-friendly management of waste, including liaison with the appropriate authority in respect to any waste disposal problems or special waste removal.
- f. All common areas surface and items to be cleaned, maintained and secured. Unless stated otherwise the frequency of the service will be that which is necessary to meet the Service Level Agreement.
- h. The FM Contractor must provide all required consumables (liquid hand soap, air freshener, hand and toilet papers, chemicals... etc.) to perform all activities of this Agreement to all toilets during operation time.
- i. The FM Contractor shall be responsible for maintaining the following duties and responsibilities:
  - Floor cleaning – both soft and hard surfaces
  - All Car Parks to include; cleaning of all lubricants/oil stains etc. or clearing of all litter, debris, pallets, metals and discarded shop fitments, ducts, pipe work, sump pits etc.
  - General Waste recycling (to include the movement of litter) for the recycling of Cardboard/Plastic/Paper/Pallets and metals.

- All Toilets and washroom cleaning
- All Rooms and surfaces, ledges and furniture
- Emptying of waste bins and waste receptacles
- Executive areas, meeting, conference and Staff facilities.
- End User areas (to include; roof, service corridors/roads, storage areas, sluice rooms and all other areas as required)
- Executive area washing of crockery and cutlery etc. (If applicable)
- External Façade Cleaning
- Ducts, Grills and Air Vents.
- HVAC, Diffusers
- Light Fittings
- Roof and Skylights
- Security Barriers & Readers
- Landscape litter Picking and Sweeping
- Play Equipment's
- Roadside Furniture's (Tables & Benches)(if applicable)
- Sign Boards
- Convex Mirrors
- Garbage bins
- Canopy's (if applicable)
- Pergola's (if applicable)
- Hardscape
- Common area walkways
- Equipment/ plant rooms

### **3.2 Cleaning**

The FM Contractor shall provide a comprehensive common areas Cleaning Service to the areas within the Area of Responsibility.

The FM Contractor shall take responsibility for cleaning all common areas including fixtures and fittings and other objects to minimize degradation, enhance asset life cycle and ensure high standards of appearance are always maintained.

The FM Contractor is required to provide a high-quality service in accordance with this Scope of Work.

The FM Contractor shall provide the cleaning service on an output specification basis and meet all its obligations within the Area of Responsibility and Scope of Work.

The FM Contractor, will at all times ensure adequacy of resource and respond to any reactive cleaning events as required, be this during normal, or out of hours.

The FM Contractor shall be responsible for monitoring the provision of the cleaning service on a daily basis to ensure a high-quality service is provided and shall as far as is reasonably practicable, specify and use cleaning materials that are non-hazardous and environmentally friendly.

### **3.2.1 Height Restriction**

The FM Contractor shall, excluding scheduled façade cleaning, clean up to a height of 3 metres under regular daily activities

### **3.3 Routine Cleaning**

The FM Contractor is required to provide a high-quality service by undertaking routine cleaning of the external areas. The FM Contractor shall undertake all tasks normally associated with routine cleaning, to ensure that all areas are maintained to a high level of general cleanliness and remain presentable and fit for their intended purpose.

#### **3.3.1 Planned and Periodic Cleaning**

Periodic cleaning of the external areas shall reflect the required standards, and the FM Contractor shall implement a program of planned and deep cleaning activities noting that whilst “routine” is a daily requirement, “planned” activities may also be as frequent as weekly (or more frequently) whilst “deep cleaning” would be much less frequent.

The following shall apply to planned, periodic and deep cleaning activities:

- a. All hard and soft furniture, fixtures and fittings within the Mall included in this Scope are required to be deep cleaned to ensure that all are free of bird droppings, dust, dirt, water splashes, marks and stains.

- b. Areas of responsibility to include where appropriate, walls, ceilings, ventilation diffusers, drains, ceiling and street and walkway light fittings shall be deep cleaned at an appropriate interval to ensure that they are free of marks, bird droppings, dust, dirt, marks, stains and smears.
- c. Scuff marks and graffiti on walls shall be cleaned
- d. A periodic cleaning regime is to be applied to soft and hard floor coverings/ finishes where appropriate
- e. A deep cleaning regime is to be applied to all sanitary
- f. All dust, dirt, bird droppings, stains and soiling are to be removed from windows, walls and ceilings.
- g. All dust, dirt, bird droppings, stains and soiling are to be removed from window blinds and curtains. In the event the blinds are unstrung during cleaning they shall be restrung, and when curtains are removed from rails they shall be re-hung (If applicable)
- h. All toilets and other sanitary areas are required to be deep cleaned to ensure the areas are disinfected and free from dust, grime, hair, scum, scale, marks and smears. The areas shall be dry and clean, and no residue of cleaning agents shall be present. This shall include the underside of sinks and toilets.
- i. Waste bins shall be pressure washed to remove build-up of grime
- j. Water features (if applicable) shall be cleaned on a daily basis to remove staining caused by overspray and sand from the bottom of the feature

### **3.3.2 Internal, External Window and Glass Cleaning**

The FM Contractor may utilize any Building Maintenance Units (Catwalk) or other Permanent Access provision, however, must ensure the proper working order of any/all cleaning access equipment. Where such equipment is not provided by or available on site the FM Contractor shall provide the specialist access equipment or other method of access such as rope access in which case the activity may be sub-contracted to a specialist rope access company.

### **3.3.3 Fixtures, Fittings and Furniture**

Within the areas to be cleaned, there will be various items that are to be cleaned, these include windows, blinds, pictures, lighting, signings and various type of pot plants, ornaments and furniture. These should be cleaned to the required standards and precautions should be taken to ensure these are not damaged, either physically or from use of any materials.

If, however, in the opinion of the FM Contractor, it considers an item that requires cleaning as being fragile, precious or of significant value, or requires specialist cleaning, it shall exclude the said item and reported to the Employer accordingly.

### 3.3.4 I.T. Equipment and Telephones

Special care should be taken when cleaning rooms of CCTV, Telephone or I.T. equipment can be lightly dusted, and telephone handsets wiped with an antibacterial solution.

### 3.3.5 Desk Cleaning and Personal Items

Any papers or objects on desks should not be moved, clean around these items. Any personal items should not be moved, nor cleaned, these may include family pictures etc.

### 3.3.6 Reactive Cleaning

A reactive cleaning service is required to maintain the full and safe use of the facilities. Tasks can include, but are not limited to, responding to spillages, sandstorms, replenishing consumables and monitoring the cleanliness of the sanitary facilities.

Whilst it is envisaged that any reactive requirement will be identified by the cleaning staff on duty (or indeed any member of the facilities team) and attended to before it becomes apparent to others, the Employer any of their authorized representatives will have access to the FM Contractor's number to where they will report any cleaning issues or requirement.

The requirement to attend will be communicated to the cleaning team and be attended to as follows:

A reactive cleaning service is required to maintain the full and safe use of the facilities. Tasks can include, but are not limited to, responding to spillages, sandstorms, replenishing consumables and monitoring the cleanliness of the sanitary facilities.

The priorities to attend the cleaning issue are classified as following:

- Priority 1 – Emergency (Issues in toilet Hazardous spillages, overflowing bins or health risk)
- Priority 2 – Urgent(Litter reported internally or externally, any dissatisfaction reported by the employer)
- Priority 3 –Routine( Schedule or cleaning request not falling under emergency)
- o Priority 4 – Non Routine (Minor cleaning issue with no immediate risk)

| <b>Response Category</b> | <b>Response Time</b> | <b>Rectification Time</b> |
|--------------------------|----------------------|---------------------------|
| <u>Emergency P1</u>      | <u>15 Minutes</u>    | <u>2 Hours</u>            |
| <u>Urgent P2</u>         | <u>30 Minutes</u>    | <u>8 Hours</u>            |

|                       |                 |                  |
|-----------------------|-----------------|------------------|
| <u>Routine P3</u>     | <u>4 Hours</u>  | <u>24 Hours</u>  |
| <u>Non Routine P4</u> | <u>24 Hours</u> | <u>148 Hours</u> |

This classification will be incorporated into the CAFM system and reflected in all work orders issues.

### **3.3.7 Cleaning of External Areas**

The following is a guide as to the standards expected .

- a. Entrances, car parks, towers, and children play areas, paths, steps, ramps, walkways, elevators, terraces, courtyards, ablution (if applicable), ledges and fixed seating, light columns, bollards, barriers, signage and the outside premises and peripheral areas are maintained so that no debris, litter, cigarette ends, chewing gum, dirt, bodily fluids, spillages, bird droppings or stains are apparent after cleaning. Disinfectant may be used where appropriate.
- b. Empty and clean all waste bins and replace in their original locations.
- c. Any areas protected by security screening, netting or protective cages may have the protection removed temporarily to remove debris, dirt, dust and litter. The protection must be replaced to the original standard.

### **3.3.8 Acts of Nature**

The FM Contractor will also be aware of the climatic conditions that prevail throughout the year such as sand storms and heavy rain, the effects of which can cause excessive sand to build up on external façade surfaces and dust, internally and smears on external features.

The FM Contractor must factor into his methodology the need to carry out additional cleaning following these events in order to restore the areas to the required level of cleanliness as soon as possible.

### **3.3.9 Other Cleaning Requirements**

The Employer may at times add or remove bins, tables, furniture, signage and decorative items within the site and unless such change constitutes a significant variation there should be no impact on costs claimed by the FM Contractor.

### **3.3.10 External Water Features (If applicable)**

The FM Contractor shall implement a regime that ensures that the surface of the water is regularly cleaned (typically using nets) to remove floating items. In addition, periodic cleaning of water feature floor (using vacuum equipment) will be required, particularly following

sandstorms. Any debris on the bottom of the water features shall be removed by the cleaner (if applicable) or otherwise the FM Contractor will need to nominate a specific member of staff and even then, under supervision. If shallow water feature this should be conducted in pairs.

The FM Contractor shall also clean the surrounding area to a standard according to its categorisation. In all cases where water features are concerned any broken glass will require to be removed (by thorough sweeping or hand-held portable vacuum cleaner).

### **3.3.11 Plant and Equipment**

The FM Contractor will provide all plant and equipment required to access and execute all cleaning activities (unless otherwise available i.e. catwalks and other fixed items). The FM Contractor shall ensure that these are well maintained, and that staff are properly trained to inspect prior to use and trained in their use.

Items that are used regularly may be stored in designated areas, whilst other items may be brought to site as and when required.

### **3.4 Consumables and Materials**

The FM Contractor shall provide all consumables, materials and cleaning fluids and compounds used in undertaking all cleaning activities whether these are routine or periodic and shall ensure that sufficient stocks of regularly used materials and consumables are available and stored on site in a safe, clean and tidy manner.

All stock of consumables, equipment and materials must be effectively secured, and managed.

All records pertaining to stock levels and supplies/consumables should always be available for review by the Employer. Daily trend analysis of usage should be made available at the end of each working week.

The FM Contractor shall use where available, only cleaning chemicals that have a low environmental impact, avoiding the use of chemically-reactive and toxic cleaning products.

#### **3.4.1 Hygiene Consumables**

This includes but is not limited to:

- a. Paper Towels
- b. Roller Towels
- c. Air Fresheners
- d. Toilet Rolls
- e. Liquid Soaps

The FM Contractor shall provide two options for the supply of consumables:

- a. Cost Plus Basis
- b. Comprehensive Basis

The FM Contractor is required to closely monitor usage in order to provide a robust provision going forward. In addition to the above, the FM Contractor may be required to arrange for the installation and maintenance of such items as sanitary towel dispensers on a self-financing basis.

All stock of consumables, equipment and materials must be effectively secured, managed and tracked across the entire site utilizing a clear and auditable process. All records pertaining to stock levels and supplies/consumables should be available at all times for review by the Employer. Daily trend analysis of usage should be made available at the end of each working week.

### **3.5 Waste Management**

The FM Contractor is responsible for ensuring that all waste generated from the Premises (excluding tenant fit out or other third party) is removed and disposed of, off site at a licensed disposal facility by appointing a specialist waste disposal contractor. The FM Contractor is required to transport all waste generated within the Premises and transported to the designated collection points.

#### **3.5.1 Routine Waste Management and Collection**

All waste and garbage shall be collected and removed from site at least 2 times/week in order to reduce odour and pests.

Although all waste will be removed by a Third Party under a contract with the FM Contractor, for avoidance of doubt and clarity, the FM Contractor shall provide and put in place an appropriate professional, proactive waste management regime that ensures that the Third Party can collect and remove the Waste with a minimum of disruption and disturbance and as a minimum ensure:

- a. Compliance at all times with all pertinent and current Legislation, regulations and codes of practice and service specifications
- b. The provision of waste bins (if not already provided) within common areas.
- c. The proper upkeep of any waste rooms/ areas to avoid odour
- d. 2x per week collection and removal of waste
- e. A logbook shall be kept for waste collection

f. Proper waste disposal arrangements for hazardous and non-bio-degradable material

### **3.5.2 Bulky Waste**

Bulky waste is any waste that cannot fit into one of the standard containers used on a routine basis. In order to provide the tenants with a complete service, and to avoid the unauthorised disposal of Bulky items within the building, the FM Contractor will provide a Bulky Waste Collection Service at request of tenants and at additional agreed cost between the tenant and the FM Contractor.

The FM Contractor can arrange the collection of items and transferring them to the skip for collection at a later date.

### **3.6 Pest Control**

The FM Contractor is to provide pest control services for the building in order to keep the premises free from rodents, insects and other pests. The programme to be implemented shall include a complete prevention and reactive service for dealing with any pests encountered within the development.

#### **3.6.1 Pest Control**

The pest control contractor's responsibility will be to monitor, identify, treat and control specified public health pests. An initial assessment of the site should be carried out to identify any specific areas of risk with regards to pests, and any proposed regime should take these high-risk areas into account. Particular note should be taken of raised terrace areas as these provide optimum refuge areas for pests. All external penetrations of building structures should be recorded and accounted for in any treatment programme. A robust solution should be devised to mitigate the risks associated with these locations.

The Pest Control Service Contractor shall ensure the use of chemicals, including pesticides, are strictly controlled and monitored and fully comply with local requirements and are approved by the Ministry of Health and / or Local Municipality as appropriate and records of their use must be available for inspection. No chemicals shall come into contact with tenants, or visitors directly or indirectly.

Pesticides will be applied on routine basis, with frequency of 1x per month.

Pests historically experienced in the region in past years have included but not are limited to:

- a. Mosquitoes
- b. Flies
- c. Cockroaches
- d. Wasps

- e. Moths
- f. Lice and mites
- g. Silverfish
- h. Ants
- i. Fleas
- j. Crickets and Locusts
- l. Hornets
- m. Rats
- n. Mice
- o. Termites

The FM Contractor shall implement a regime that that would control, if not eradicate all pests from site.

The Pest Control Service Contractor will provide inspections, monitoring and control of pests to all common areas of development including:

- a. Direct external building perimeters (including any penetrations)
- b. All defined development boundaries and perimeters
- c. Landscaped areas
- g. All pathways
- h. All car parks
- i. All basement areas
- j. Employer offices and control areas
- k. Central Plant and Service Areas
- l. All common drainage, storm water systems and sewerage treatment areas\
- m. Common building areas including MEP areas, utility rooms, risers, ceiling spaces, voids, corridors, roofs and main waste collection areas.
- m. Vacant tenant units will also be covered and require ongoing inspections and treatment. This is to be priced separately as required

- n. Units undergoing fit-out works shall be covered to manage the incidence of pests
- o. Inspections of water features are also included (if applicable)
- p. Occupied tenant areas will be the responsibility of the respective tenant and are therefore excluded from this scope.

#### 3.6.4 Reporting and Review

Daily Service Reports detailing time and arrival of technicians. Treatment schedule completion, inspection schedule, findings, actions taken, and any materials used.

Monthly Performance reports detailing all tasks and treatments.

Recommendations for the Employer to reduce pests across the entire site based on current conditions

The reports shall be dated and describe the extent of treatments undertaken and shall contain a summary of what was found.



## SCHEDULE 2

### FACILITY MANAGEMENT SYSTEM AND SERVICE-LEVEL AGREEMENTS

#### A. FACILITY MANAGEMENT SYSTEM

- a) **Definition and scope.** Facility Management System means the software platform used by the Parties to log requests, create and manage work orders, time-stamp acknowledgement, attendance and resolution, maintain asset and maintenance records, generate performance reports, and measure service levels. It includes systems commonly known as a Computerized Maintenance Management System and a Computer Aided Facilities Management system.
- b) **Use for measurement.** All requests, incidents, planned preventive maintenance, legally required inspections, and works shall be raised and closed in the Facility Management System. Response, attendance, and resolution times are measured from the system time-stamps.
- c) **Data entry and evidence.** The FM Contractor must record accurate classifications (priority, location, asset), add photographs or equivalent evidence, and capture permits, readings, and sign-offs before closing any work order. Records must be auditable.
- d) **Access and transparency.** The Company receives real-time, read-only access to dashboards and underlying records and may export data in common formats.
- e) **Reporting cadence.** Weekly summaries and monthly detailed reports are generated from the Facility Management System and include key performance indicators, breaches with root cause, corrective actions, and trend analysis.
- f) **Data ownership and retention.** All operational data, configurations, and reports relating to the Services are the Company's property. The FM Contractor shall retain data for at least thirty-six [(36)] months and deliver a complete export at expiry or termination at no additional cost.
- g) **System availability and downtime.** The Facility Management System will be available at least ninety-nine point five percent (99.5%) per calendar month. If unavailable, the Parties will use a temporary manual log and back-enter records within twenty-four (24) hours after restoration; timers will be calculated from the original time-stamps.
- h) **Security and privacy.** The FM Contractor will apply reasonable technical and organisational measures to protect the system and data and comply with applicable data-protection laws.
- i) **Change control and integrations.** Material changes to workflows, fields, or integrations that affect service-level measurement require prior written approval under the change-control process in the Agreement.
- j) **Exit and transition.** On expiry or termination, the FM Contractor shall (i) provide a full data export (asset registers, planned preventive maintenance schedules, work-order history, and documents) and (ii) reasonably cooperate to migrate data to a successor system.

**B. SERVICE-LEVEL AGREEMENTS**

**1. Priority Definitions**

**a) Priority 1 – Emergency**

An incident posing an immediate risk to life, safety, security, or business-critical operations (for example, complete power failure, heating/ventilation/air-conditioning failure, water supply failure, critical plumbing leakage, fire-alarm trigger, lift entrapment).

**b) Priority 2 – Urgent**

Significant service impact without immediate risk to life or security (for example, partial power loss, repeated alarm faults, major comfort issues in occupied areas).

**c) Priority 3 – Routine**

Normal requests and minor faults that do not materially affect operations.

**d) Priority 4 – Planned**

Planned preventive maintenance, statutory inspections, and approved minor works.

**2. Time targets (Acknowledgement, Attendance, Make-Safe, Resolution, Close-Out)**

| <b>Priority</b>        | <b>Acknowledgement (within)</b> | <b>Attendance (within)</b>                              | <b>Make-safe (within)</b> | <b>Final resolution (within)</b>        | <b>Close-out notes &amp; evidence (within)</b> |
|------------------------|---------------------------------|---|---------------------------|---|--|
| Priority 1 – Emergency | 5 minutes                       | 30 minutes on site (24/7)                               | 60 minutes                | 24 hours (or sooner if critical system) | 24 hours                                       |
| Priority 2 – Urgent    | 15 minutes                      | 4 hours (business hours; out-of-hours if site operates) | 8 hours                   | 2 Business Days                         | 2 Business Days                                |
| Priority 3 – Routine   | 60 minutes                      | 1 Business Day  | —                         | 5 Business Days                         | 2 Business Days after completion               |
| Priority 4 – Planned   | —                               | As per approved plan                                    | —                         | By due date in plan                     | 2 Business Days after completion               |

**3. Availability, Quality, and Completion Targets**

- a) Critical system availability: At least ninety-nine percent (99.0%) monthly for fire detection, life-safety, lifts, electrical switchgear, and main heating/ventilation/air-conditioning plant (measured per system).

- b) Planned preventive maintenance completion: At least ninety-five percent (95%) of tasks completed by the due date each month; one hundred percent (100%) within the same calendar month unless deferred by the Company in writing.
- c) Legally required inspections and certifications: One hundred percent (100%) completed on or before the statutory due date with valid certificates on file.
- d) Housekeeping and presentation (if in scope): Site audit score at or above ninety percent (90%) monthly, measured against the agreed checklist.
- e) Work-order data quality: At least ninety-eight percent (98%) of closed work orders contain priority, location, asset reference (where applicable), labour time, parts, photographs or equivalent evidence, and root cause.

#### **4. Measurement Rules**

- a) All timers run from the earliest time-stamp in the Facility Management System for request receipt or alarm notification.
- b) Timeframes are tolled (paused) when: (i) access is denied or unsafe; (ii) the Company requests deferral in writing; or (iii) a force-majeure event prevents performance.
- c) Where permanent resolution requires specialised parts or third-party attendance, the FM Contractor must make the situation safe within the requisite time and agree the final resolution date with the Company.

#### **5. Reporting and Reviews**

- a) Weekly summary: emergency incidents, overdue work orders, upcoming statutory tasks.
- b) Monthly report: service-level performance against targets, breaches with root cause, corrective actions and dates, trends, and improvement proposals.
- c) Quarterly review: joint meeting to agree enhancements, seasonal readiness, and plan changes.

#### **6. Service-Credit Mechanism**

- a) Trigger: A measured target in Sections 2 or 3 that is missed and not excused under Section 4.
- b) Calculation: For each missed target, apply a credit of []% of the monthly fee for the affected site or service line, subject to:
  - a. a per-event cap of []%,
  - b. a monthly aggregate cap of []% of the total monthly fee.
- c) Exclusions: Credits do not apply to failures caused by (i) denied or unsafe access; (ii) deferrals or approvals withheld by the Company; (iii) failures of utilities outside the FM Contractor's control; or (iv) force-majeure events.
- d) Application: Credits appear on the next invoice following the monthly report unless disputed in writing within ten (10) Business Days.

#### **7. Continuous Improvement**

The FM Contractor will propose quarterly improvement actions with expected impact on service-level achievement and total cost of ownership.

**SCHEDULE 3**

**SITE**



## **SCHEDULE 4**

### **ASSETS**

(to be attached)

Asset register will be ready and submitted thirty (30) days after signing the Agreement.

SCHEDULE 5

PLANS AND DOCUMENTS

| <b>PLANS AND DOCUMENTS</b>             |   |
|--|---|
| <b>REQUIREMENTS</b>                    | <b>REMARKS</b>                                      |
| Condition Survey and Report            | Within 15 Days of Mobilization date                 |
| Soft Services Schedules                | Within 7 days of Mobilization                       |
| External Asset Register                | After 30 days of Mobilization                       |
| Monthly Reports                        | Every 4 <sup>th</sup> /5 <sup>th</sup> of the Month |
| Manpower Numbers & Shifts              | Will be included in the monthly report              |
| Meter Details & Logbook                | After 30 days of Mobilization                       |
| Meter Readings and Consumption Reports | Will be included in the monthly report              |
| List of FM Subcontractors              | Will be shared after mobilization                   |
| Incident Reports Summary               | Will be included in the monthly report              |
| Escalation Procedures & Matrix         | Will be shared with 15 days of Mobilization         |
| Annual PPM Planner                     | Will be shared within 30 days of Mobilization       |
| Rain Preparation Plan                  | Will be shared within 30 days of Mobilization       |

|  |   |
|--|---|
| Event Management Plan                  | Will be shared accordingly                    |
| Crisis management/Contingency plan     | Will be shared within 30 days of Mobilization |
| Training & Induction Plans and Records | Will be shared within 30 days of Mobilization |