

Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

- 1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
- 2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - d) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

Contract menu
Requirements in QUENSH

Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors				
6	Identification of Safety Critical Activities				
7	Works Environmental Management				
8	Emergency Plan				
9	Method Statements				
10	Health, Safety and Environment File				
11	Pre-start LU health, safety and environment meeting				
12	Supplier's site induction				
13	Site Person in Charge				
14	Staff requirements				
14.1	Behaviours				
14.1.1	Alcohol and drugs				
14.2	Control of hours worked				
14.2.1	Working Time Regulations				
14.2.2	Fatigue				
14.3	Knowledge				
14.3.1	English language				
14.3.2	Access Card and Worksite Briefing				
14.3.3	Visitors to sites				
14.4	General competence				
14.4.1	Evidencing competence of safety critical staff				
14.4.2	Identification of safety critical staff				
14.4.3	Competent external safety critical personnel				

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Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
14.4.4	Training		Y	Y	
14.4.5	Asset specific competence		Y	Y	
14.5	Medical requirements		Y	Y	
14.6	Identification of Suppliers staff		Y	Y	
14.7	Clothing		Y	Y	
15	Permits and licences		Y	Y	
15.1	LU specific permits and licences		Y	Y	
15.2	Permits, licences and certificates for Supplier's staff		Y	Y	
16	The Principles of Access		Y	Y	
16.1	Introduction		Y	Y	
16.2	Access to Stations		Y	Y	
16.3	Access to Track		Y	Y	
16.4	Access to depots		Y	Y	
17	Applying for Planned Access		Y	Y	
17.1	Introduction		Y	Y	
18	Applying for General Access		Y	Y	
18.1	Constraints that apply to Generic Access		Y	Y	
19	Access for fault repair		Y	Y	
20	Operational Assurance		Y	Y	
21	Closures and possessions		Y	Y	
21.1	Requirements for closures		Y	Y	
21.2	Requirements for possessions		Y	Y	
22	Controls at point of access		Y	Y	
22.1	Publication of works		Y	Y	
22.2	Checks at point of access		Y	Y	
22.3	Signing-on with the Station Supervisor		Y	Y	
22.4	Track specific requirements		Y	Y	
22.4.1	Person providing protection		Y	Y	



Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4.2	Possessions		Y	Y	
23	Removal of supplier's personnel from LU Premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y	Y	
27	Monitoring		Y	Y	
27.1	LU inspections		Y	Y	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		Y	Y	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		Y	Y	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
35	Conveyance of loads		Y	Y	
35.1	Conveyance of loads on lifts and escalators		Y	Y	
35.2	Conveyance of hazardous materials and substances		Y	Y	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators		Y	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	
39	Working on or about the track		Y	Y	
40	Access to electrical sub-stations, working equipment, relay and		Y	Y	

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Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Reference to explanation - see Section 2a in attached Guidance Notes
	other secure rooms		
41	Entering areas with gaseous fire suppression systems		
42	Fire prevention		
42.1	General requirements		
42.2	Temporary fire points		
42.3	Timber		
42.4	Composites		
42.5	Sheeting materials		
42.6	Gas cylinders		
42.6.1	Use of gas cylinders in below ground locations		
42.6.2	Storage of gas cylinders (above ground)		
42.7	Flammable and highly flammable materials		
42.7.1	Use of flammable and highly flammable materials below ground		
42.7.2	Storage of flammable and highly flammable materials below ground		
43	Hot work and fire hazards		
43.1	Hot work		
43.2	Reasonable notice of works		
43.3	Precautions		
43.3.1	Buildings and assets		
43.3.2	Gas cylinders		
43.3.3	Gas detection		
44	Storage		
44.1	General requirements for storage		
44.2	Trackside storage		
44.3	Hazardous materials and substances		
44.4	Allocation of space on operational property		
45	Plant and equipment		
46	Clearance approvals		

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Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Reference to explanation - see Section 2a in attached Guidance Notes
47	Access equipment		
48	Temporary works		
49	Temporary fences and hoardings		
50	Temporary lighting and power supplies		
50.1	General requirements		
50.2	Lighting in tunnels and shafts		
51	Screening of lights and positioning		
52	Environmental requirements		
52.1	General environmental requirements		
52.2	Environmental nuisance		
52.3	Water		
52.4	Waste management		
52.5	Noise and vibration		
52.6	Archaeology, historical interest and listed buildings		
52.7	Wildlife and Habitats		
52.8	Resource Use		
52.9	Pest control		
52.10	Land and water pollution prevention		
53	Quality requirements		
53.1	Records		
53.2	Retention period		
53.3	Availability of records for inspection		
53.4	Statistical process control, audit and inspection procedures		
53.5	General quality requirements		
53.6	Quality Plan		
53.7	Testing and inspection		
53.8	Certification of conformity		
53.9	Quarantine		

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Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
53.10	Traceability		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
53.11	Maintenance and servicing		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
53.12	Design		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
53.13	Computer aided design		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
53.14	Asset commissioning and handover		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	



Other requirements / comments

None

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Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by:

[Redacted]

Signature:

[Redacted]

Approved by
(the Client's
representative):

[Redacted]

Signature:

[Redacted]

Title:

STATION SYSTEMS, Comms & elec Manager

Address:

[Redacted]

Phone No:

Email:

Revision of this menu: _____

Supplier Menu (Tender)

Approved by
(the Supplier's):

[Redacted]

Signature:

[Redacted]

Title:

OPERATIONS MANAGER

Address:

[Redacted]

Phone No:

Email:

Revision of this menu: ✓ _____

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's
representative
approval:

Signature:

Supplier's
representative
acceptance:

Signature:



every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

THE COMMON SEAL of
LONDON UNDERGROUND LIMITED
Was affixed to **THIS DEED**
in the presence of:

Authorised Signatory (signature)
..... (print name)

Executed as **A DEED**
For and on behalf of
TELENT TECHNOLOGY SERVICES LIMITED

Director (signature)
..... (print name)

in the presence of:

Witness (signature)
Name of Witness (print name)
Address of Witness (print address)

.....
.....
.....

Occupation of Witness

..... (print occupation)

)

Executed as **A DEED**
For and on behalf of
[insert name of new company]

Authorised Signatory

..... (signature)

..... (print name)

Authorised Signatory

..... (signature)

..... (print name)

Schedule 9

Forms of Parent Company Guarantee and Performance Bond

THIS GUARANTEE is made the _____ day of _____ 201

BETWEEN:

- (1) **Telent Limited** a company registered in England and Wales under number 00067307 and having its registered office at Point 3, Haywood Road, Warwick, CV34 5AH (the "**Guarantor**");
- (2) **London Underground Limited** (company number 01900907) whose registered office is at 55 Broadway, London SW1H 0BD (the "**Company**" which expression shall include its successors and assigns); and
- (3) **Telent Technology Services Limited** (company number 0703317) whose registered office is at Point 3, Haywood Road, Warwick, CV34 5AH (the "**Supplier**").

WHEREAS:

- (A) This Guarantee is supplemental to a contract (the "**Contract**") for the carrying out of [] at [] made between (1) the Company and (2) the Supplier.
- (B) The Guarantor has agreed to guarantee to the Company the due and punctual performance of the Contract by the Supplier in the manner hereinafter appearing.
- (C) The Supplier is a party to this Guarantee in order to confirm its request that the Guarantor provide this Guarantee on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. The Guarantor unconditionally guarantees to the Company the proper and punctual performance and observance by the Supplier of all its obligations, warranties, duties, undertakings and responsibilities under the Contract and shall forthwith make good any default thereunder on the part of the Supplier and the Guarantor shall pay or be responsible for the payment by the Supplier to the Company of all sums of money, liabilities, awards, Losses, damages, costs, charges and expenses that may be or become due and payable under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Supplier.
2. This Guarantee shall be a continuing guarantee and indemnity and accordingly shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed or observed by the Supplier under or arising out of the Contract have been duly and completely performed and observed in full.
3. The Guarantee is in addition to and not in substitution for any other security or warranty which the Company may at any time hold for the performance of any obligations, warranties, duties and undertakings under the Contract and may be enforced by the Company without first taking any

proceedings or exhausting any right or remedy against the Supplier or any other person or taking any action to enforce any other security, bond or guarantee.

4. The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Contract if it had been named as the Supplier in the Contract.
5. The obligations and liabilities hereunder shall remain in full force and effect and shall not be affected, lessened, impaired or discharged by:
 - (a) any alteration or variation to the terms of the Contract;
 - (b) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;
 - (c) any indulgence or concession being given to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
 - (d) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Supplier under the Contract;
 - (e) the release, modification, exchange or waiver of any such bond, security or guarantee;
 - (f) any amalgamation or reconstruction or dissolution including liquidation of the Supplier;
 - (g) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Supplier;
 - (h) any legal limitation, disability or incapacity relating to the Supplier (whether or not known to you);
 - (i) any invalidity in, irregularity affecting or unenforceability of the obligations of the Supplier under the Contract;
 - (j) the termination of the Contract; or
 - (k) anything the Company or the Supplier may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.
6. Not used.
7. This Guarantee is irrevocable.
8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.
9. The Guarantor:
 - (a) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;

- (b) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and
 - (c) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.
10. Until all amounts which may be or become payable in respect of the Supplier's obligations have been irrevocably paid in full by the Guarantor, the Company may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
 - (b) hold in a suspense account any moneys received from the Supplier on account of these Supplier's obligations or on account of the Guarantor's liability under this Guarantee.
11. The Company is entitled to make any number of demands under this Guarantee.
12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.
13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
14. No person other than TfL (as such term is defined in the Contract) and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.

Executed as a deed by the parties and delivered on the date of this Guarantee

Executed as **A DEED by TELENT LIMITED**

Authorised Signatory (signature)
..... (print name)

Authorised Signatory (signature)

THE COMMON SEAL of
LONDON UNDERGROUND LIMITED
Was affixed to **THIS DEED**
in the presence of:

Authorised Signatory (signature)
..... (print name)

Executed as **A DEED**

For and on behalf of
TELENT TECHNOLOGY SERVICES LIMITED

Director (signature)
..... (print name)

,in the presence of:

Witness (signature)

Name of Witness (print name)

Address of Witness (print address)

.....
.....
.....

Occupation of Witness (print occupation)

FORM OF ON DEMAND PERFORMANCE BOND WITH ANNEX 1

BOND

(Letterhead of Guarantor)

To: [Company name] (its successors in title and assigns)

Contract Bond No. [•]

1. Whereas our clients [•] (the “**Supplier**”) have entered into a contract with you dated [•] (the “**Contract**”) in respect of [•], we [•] (the “**Guarantor**”), which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

PROVIDED THAT:

2. This Bond shall come into force on the date hereof.
3. Any demand hereunder shall be substantially in the form of Annex 1 to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.
4. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.
5. For the purpose of this paragraph 5, the expression “Expiry Date” means [•]. Our liability hereunder shall be limited as follows:
 - (a) we shall have no liability in respect of any demand received after the Expiry Date; and
 - (b) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £ [•].
6. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:
 - (a) any alteration to the terms of the Contract made by agreement between you and the Supplier; and/or

- (b) any defence, counterclaim, set-off or other deduction available to the Supplier under the Contract; and/or
 - (c) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or
 - (d) any time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or
 - (e) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; and/or
 - (f) the release or waiver of any such other bond, security or guarantee; and/or
 - (g) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Supplier; and/or
 - (h) the termination of the Contract; and/or
 - (i) any other event which might operate to discharge a guarantor at law or in equity.
7. Not used.
8. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.
9. This Bond may be assigned or transferred without our prior consent to any member of the TfL Group. Such assignment shall be notified to us in writing, quoting our reference number and stating:
- a. the full name and address of the assignee;
 - b. what rights have been assigned; and
 - c. that the assignee is a member of the TfL Group.
- Any other assignment or transfer of this Bond by either party shall require the consent of the other party, such consent not to be unreasonably withheld or delayed.
10. This bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.
11. Each of the provisions of this bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this bond, and in such event the remaining provisions of this bond shall continue to have full force and effect.

12. All bank charges and other fees payable in relation to or in connection with this bond are for the account of the Manufacturer and you shall have no liability or responsibility therefor.
13. Except to the extent it is inconsistent with the express terms of this bond, this bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758 (excluding Article 15a).

Executed as a deed by the parties and delivered on the date of this Bond.

Executed as a Deed by [GUARANTOR])
 acting by)
) Authorised Signatory
 and)
) Authorised Signatory

Executed as a deed by affixing the Common Seal of)
 [COMPANY])
 in the presence of:-)

.....
[Authorised Signatory]

Schedule 10
Form of Collateral Warranty

THIS AGREEMENT is made the _____ day of _____ 201[]

BETWEEN: -

- (1) **London Underground Limited** (company number 01900907) whose registered office is at 55 Broadway, London SW1H 0BD (the "**Company**");
- (2) [_____] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the "**Sub-Contractor**"); and
- (3) **Telent Technology Services Limited** (company number 0703317) whose registered office is at Point 3, Haywood Road, Warwick, CV34 5AH (the "**Supplier**").

WHEREAS:-

- (A) The Company has entered into a contract with the Supplier (the "**Main Contract**") pursuant to which the Supplier is to undertake and complete the following services: [_____] (the "**Services**").
- (B) The Sub-Contractor has submitted a tender to the Supplier for the carrying out and completion of certain parts (the "**Sub-Contract Services**") of the Services referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:
 - (a) the Sub-Contract Services have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Services;
 - (b) reasonable skill and care has been and will continue to be exercised in connection with:
 - (i) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;

- (ii) the selection of all goods and materials comprised in the Sub-Contract Services (in so far as such goods and materials have been or will be selected by the Sub-Contractor);
 - (iii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Supplier and the Sub-Contractor in relation to the Sub-Contract Services (the “**Sub-Contract**”);
 - (iv) the execution and completion of the Sub-Contract Services;
 - (v) the Sub-Contract Services will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);
- (c) the Sub-Contract Services will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and
- (d) it has the right to grant to the Company all licences (including without limitation all rights to sub-licence) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Services shall include any part of the Sub-Contract Services. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

2. The Sub-Contractor shall:

- (a) execute, complete and maintain the Sub-Contract Services in accordance with the provisions of the Sub-Contract; and
- (b) ensure that the Supplier shall not become entitled to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.

3. The Sub-Contractor shall from time to time supply the Company and the Supplier with such information as either may reasonably require.

4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Supplier, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:

- (a) understanding the Services;
- (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;
- (c) extending, interfacing with, integrating with, connecting into and adjusting the Services;
- (d) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the Underground Network (as such capitalised terms are defined in the Main Contract);
- (e) executing and completing the Services; and
- (f) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the Underground Network (as such capitalised terms are defined in the Main Contract)

provided always that the Supplier shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Sub-Contractor.

For the purposes of this Clause, the term "**Documents**" shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:

- (a) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company's expense to provide copies of any such material; and
- (b) at the Sub-Contractor's expense to provide the Company with a set of all such material on completion of the Sub-Contract Services.

6. The parties hereby agree that:

- (a) this Agreement shall be personal to the Sub-Contractor;
- (b) the Company may assign the benefit of this Agreement to any third party;
- (c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.

7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Services, he has professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Services. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Services provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.
8. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Services which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Company and the Supplier and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Services to the adjudicator, conciliator, arbitrator or other party (the "**Appointed Party**") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.
9.
 - (a) Neither the Sub-Contractor nor the Supplier shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Supplier or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Supplier's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.
 - (b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Supplier (a "**Step-in Notice**") that the Company or its appointee shall henceforth become the Supplier under the Sub-Contract in accordance with the terms of sub-clause (c) below.

- (c) With effect from the date of the service of any Step-in Notice:
- (i) the Company or its appointee shall be substituted in the Sub-Contract as the Supplier thereunder in place of the Supplier and references in the Sub-Contract to the Supplier shall be construed as references to the Company or its appointee;
 - (ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;
 - (iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Supplier thereunder which fall to be performed after the date of the Step-in Notice and shall promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and
 - (iv) the Supplier shall be released from further performance of the duties and obligations of the Supplier under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:
 - (1) the Sub-Contractor against the Supplier in respect of any matter or thing done or omitted to be done by the Supplier on or before the date of the Step-in Notice; and
 - (2) the Supplier against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.
- (d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.
10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Supplier under the Sub-Contract.

- 11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.
- 12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.
- 13. Nothing contained in this Agreement shall in any way limit the obligations of the Supplier to the Company arising under the Main Contract or otherwise undertaken by the Supplier to the Company in relation to the Sub-Contract Services.
- 14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.
- 15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as deed by the parties and delivered on the date of this Agreement.

**THE COMMON SEAL of
LONDON UNDERGROUND LIMITED**
Was affixed to **THIS DEED**
in the presence of:

Authorised Signatory (signature)
..... (print name)

Executed as **A Deed by [SUBCONTRACTOR]**

Authorised Signatory (signature)
..... (print name)

Authorised Signatory (signature)

Executed as **A DEED**
For and on behalf of
TELENT TECHNOLOGY SERVICES LIMITED

Director (signature)
..... (print name)

in the presence of:

Witness (signature)
Name of Witness (print name)
Address of Witness (print address)

.....
.....
.....
Occupation of Witness (print occupation)

Schedule 11

Supplier Performance

11 Key Performance Indicators

11.1 Application

- 11.1.1 Performance shall be measured against the Key Performance Indicators (KPI) identified in this Schedule 11 or such other basis as may be agreed by the Company and the Supplier from time to time.
- 11.1.2 The Supplier's performance shall be measured on a Period by Period basis, following the end of the relevant Period, by the Company's Representative, acting at all times fairly and in good faith, and who shall assign a KPI rating to each KPI for the relevant Period, in accordance with the mechanism set out in Section 11.2 (KPI Definitions and Measurements).
- 11.1.3 The performance of the Supplier in regards to providing Services in accordance with Specification Part B (London Underground premises) and Part C (Head Office premises) are assessed separately.
- 11.1.4 The Supplier shall co-operate and shall provide to the Company's Representative all information requested by the Company's Representative to assist the Company's Representative to accurately assess the Supplier's performance.
- 11.1.5 The Company's Representative shall notify the Supplier of the ratings applied to each KPI following the end of the relevant Period.
- 11.1.6 The amount due to the Supplier at each assessment date shall be reduced in accordance with Section 11.4 (Abatement of the amount due).

11.2 KPI's for Services provided in accordance with the Specification Part B

KPI Definitions and Measurements

KPI Number: 1

Title: Safety Tours and Inspections

Aim: To monitor the health, safety, quality and environment performance

To be submitted by: Supplier

To be audited by: Company

Definition:

A measurement of adherence to prevailing Health, Safety, Quality and Environment (HSQE) requirements of QUENSH measured by safety tours and observations carried out by the Company and recorded of the Company's MXES database. The measurement shall also take into account the Supplier's Incident Reporting Frequency (IRF) and RIDDOR performance

Measurement:

The Supplier's performance will be measured each Period and assessed in accordance with the following table

Percentage compliance	Score
> 75%	Good
= 75%	Acceptable
< 75%	Poor

NB. Failure of this KPI will result in the provision of a "Corrective Action and formal H&S Action Plan" from the Supplier to be provided no later than within 5 Working Days of the failed audit.

KPI Number: 2

Title: Asset Register

Aim: The provision of updates to the asset lists set out in Specification Part B Appendix A and Specification Part C Appendix B (the “Contract Asset Register”) (including a separate file detailing updates only) to be provided every Period. The Company will from time to time audit and confirm the Supplier’s asset register is up to date and meets required data accuracy in compliance with the Specification.

To be submitted by: Supplier

To be audited by: Company

Definition:

This KPI is a measure of the reliability and accuracy of the prevailing Contract Asset Register used in delivering the Maintenance Plan.

Measurement:

The Company will have the right, each Period, to undertake random audits of the Suppliers’ asset register, an updated version to be provided every Period, including but not limited to frequency and timeliness of updating and data accuracy. Audits will only be measured against changes that the Supplier has made to the asset base by agreement with the Company.

The Company will collate the results from the audits as undertaken determine the accuracy of the prevailing Contract Asset Register as agreed by the Supplier and the Company as being the basis for the Planned Maintenance Programme.

The KPI score will be based on the provision and accuracy of the updated Contract Asset Register.

If no updated Contract Asset Register is received in any Period, this is an automatic failure of the KPI; thereafter the average audit percentage score of the accuracy of the Contract Asset Register will determine the KPI score for the Period:

Compliance	Score
>98% accuracy	Good
95-98% accuracy	Acceptable
< 95% accuracy	Poor

KPI Number: 3

Title: **Planned Maintenance**

Aim: Assess the number of completed planned maintenance activities for a particular Period against those detailed by the Maintenance Plan.

To be submitted by: Supplier

To be audited by: Company

Definition

The Planned Maintenance KPI is defined as the number of completed planned maintenance activities (Planned Maintenance) expressed as a percentage of the number of scheduled Planned Maintenance activities for a particular Period as detailed on the Maintenance Plan.

Measurement:

The Supplier's performance will be measured each Period and assessed in accordance with the following table:

Compliance	Score
> 95%	Good
90-95%	Acceptable
<90%	Poor

NB. The Supplier will have the right to reschedule any missed planned maintenance activities into the next reporting period. Should the "missed planned maintenance" activities not be completed within the subsequent 4 week period it shall constitute a miss in the original reporting period. On such occasion the Maintenance Plan shall be re-submitted demonstrating the amendments to the Plan.

KPI Number: 4

Title: Technical

Aim: To measure the extent to which the prescriptive maintenance activities, included within a sample of those reactive maintenance (EM work orders) reported as complete, have been carried out and completed in accordance with the Schedule 3 – Part B

To be submitted by: Supplier

To be audited by: Company

Definition:

The measuring and auditing of this Technical KPI is to be in accordance with the Schedule 3 requirements for technical audit by the Company.

Measurement:

The Supplier's performance will be measured each Period and assessed in accordance with the following table:

Compliance	Score
>90% Work Completed to Specification	Good
80 - 89% Work Completed to Specification	Acceptable
< 80% Work Completed to Specification	Poor

KPI Number: 5

Title: Service Points

Aim: This KPI is the measurement of service points attributed by the Company in relation to the fault management activities undertaken by the Supplier.

Definition:

A measurement of amount of service points attributable to FR and AS faults (as defined by Table Four) reported to the Company's fault report centre relating to the provision of the Services each Period.

Measurement:

The Supplier's performance will be measured each Period and assessed in accordance with the following tables. 10 service points are attributable to each AS fault and in respect of FR faults, 10 service points are attributable for each 24 hour period (or pro rata thereto) that a fault remains uncorrected beyond the standard clearance time.

Table One:	
Number of Service Points Attributable to AS & FR Faults (combined total for both fault types)	Score
<3,800	Good
3,800 – 4,492	Acceptable
>4,492	Poor

The score for the overall KPI is based on the reconciled (jointly between Company and Supplier) Service Point count on all Faults closed in a four week, financial period.

Faults deemed non-attributable to the Supplier shall be excluded from Service Points, such as:

Table Two: Non-Attributable Faults		
Code Number	Code	Code Description
1	Errors misuse or abuse caused by third party damage	Cause determined to be inside the Comms system but fault caused by LUL staff (excluding operator error), LUL contractors (excluding power failure), LUL customers or other contractors not under the control of the Supplier.

Table Two: Non-Attributable Faults		
Code Number	Code	Code Description
2	Other Contractors Failure/Problem	Cause cannot be determined to be inside the Comms system.
3	False Fault Report	No equipment has malfunctioned. Fault not present. E.g. Operator misreports correct operation.
6	Power supply failure	Mains failure not equipment PSU.
10	Operator error	Operator misuses or incorrectly uses a system.
13	Force Majeure	See contract definitions
19	Duplicate Fault	Fault already reported.
21	NFF	No fault found
22	Design Defect	Fault is due to project/minor works not carried out by the Supplier

The Standard Clearance times are:

Table Three - Standard Clearance Times	
Fault Type	Standard Clearance Time
Any fault relating to a facility and denoted as 'FR'	Within 48 hours
Any fault relating to a facility and denoted 'AS'	Immediately

FR and AS faults are as defined by table Four below.

Table Four – fault classifications	Service Point classification	
System	AS	FR
Stations CCTV Surveillance Systems	X	
Depots & Line Side Buildings CCTV Surveillance Systems		X
Platform based One Person Operation CCTV (OPO)	X	
Track-to-Train One Person Operation CCTV (TtT CCTV)	X	
VLU Track-to-Train CCTV	X	
SSR OPO (Microwave Track-to-Train CCTV)	X	
Long Line CCTV		X
British Transport Police (BTP) CCTV		X

Table Four – fault classifications	Service Point classification	
Remote Positive Train Identification (RPTI) CCTV including Dwell Time		X
Passenger Help Points (PHP)	X	
District Line Service Control Centre Long Line Systems		X
Kings Cross Station Closed Circuit Television (CCTV)	X	
Kings Cross Public Address and Voice Alarm (PAVA)	X	
Kings Cross Passenger Help Point (PHP)	X	
Kings Cross Local Area Network(LAN)		X
Kings Cross Clock System		X
Kings Cross Voice Recorder		X
Kings Cross Station Cabling - Including copper & fibre optic backbone		X
Kings Cross Voice Transfer Units (VTU)		X
Kings Cross Human Computer Interface (HCI)		X
Kings Cross Visual Information Displays (VID)		X
Kings Cross Supervisory Control Data Acquisition (SCADA)		X
PC Digital Voice Announcement Systems (PCDVA)		X
Station Management Systems		X
Access and Security Gates		X
Electronic Door Entry / Access Control Systems		X
Depot Security Gates		X
Room Readers		X
Exit Gate Alarms		X
Victoria Line LMS		X
Amey CIS Support		X
Depots & Sidings		X

Exceptions

1. Cleaning of AS systems - FR48
2. Silverlink work areas - Logged as FR48 but Reasonable Endeavours for Performance (coded IN for LU
3. Work areas where Maintenance Renewal Services are being undertaken - reasonable endeavours until handover is complete.

KPI Number: 6

Title: Deliverables under the Contract

Aim: This KPI is an expression of ability of the Supplier to provide Contractual Documentation in a timely manner.

Definition:

A measurement of the Supplier's ability to submit Contractual Documentation in relation to the provision of the Services to the Company's Representative's satisfaction as specified in the Contract shall be classified under this KPI as follows:

Measurement:

Number of Service Points Attributable to FR Faults	Score
All documents received on time	Good
1 No. document late but received within 5 days of the required time or an extended time agreed by Company's Representative.	Acceptable
One document received more than five days late or more than one document received late or outside any agreed extension.	Poor

11.3 KPI's for Services provided in accordance with the Specification Part C

KPI Number: 1

Title: Asset Register

Aim: The provision of an updated Contract Asset Register (including a separate file detailing updates only) to be provided every Period. The Company will from time to time audit and confirm the Supplier's asset register is up to date and meets required data accuracy in compliance with the Specification.

To be submitted by: Supplier

To be audited by: Company

Definition:

This KPI is a measure of the reliability and accuracy of the prevailing Contract Asset Register used in delivering the Maintenance Plan.

Measurement:

The Company will have the right, each Period, to undertake random audits of the Suppliers' asset register, an updated version to be provided every Period, including but not limited to frequency and timeliness of updating and data accuracy. Audits will only be measured against changes that the Supplier has made to the asset base by agreement with the Company.

The Company will collate the results from the audits as undertaken determine the accuracy of the prevailing Contract Asset Register as agreed by the Supplier and the Company as being the basis for the Planned Maintenance Programme.

The KPI score will be based on the provision and accuracy of the updated Contract Asset Register.

If no updated Contract Asset Register is received in any Period, this is an automatic failure of the KPI; thereafter the average audit percentage score of the accuracy of the Contract Asset Register will determine the KPI score for the Period:

Compliance	Score
>98% accuracy	Good
95-98% accuracy	Acceptable
< 95% accuracy	Poor

KPI Number: 2

Title: **Planned Maintenance Services**

Aim: Assess the number of completed planned maintenance activities for a particular Period against those detailed by the Maintenance Plan.

To be submitted by: Supplier

To be audited by: Company

Definition

The Planned Maintenance KPI is defined as the number of completed planned maintenance activities (Planned Maintenance) expressed as a percentage of the number of scheduled Planned Maintenance activities for a particular Period as detailed on the Maintenance Plan.

Measurement:

The Supplier's performance will be measured each Period and assessed in accordance with the following table:

Compliance	Score
> 95%	Good
90-95%	Acceptable
<90%	Poor

NB. The Supplier will have the right to reschedule any missed planned maintenance activities into the next reporting period. Should the "missed planned maintenance" activities not be completed within the subsequent 4 week period it shall constitute a miss in the original reporting period. On such occasion the Maintenance Plan shall be re-submitted demonstrating the amendments to the Plan.

KPI Number: 3

Title: Technical

Aim: To measure the extent to which the prescriptive maintenance activities, included within a sample of those reactive maintenance (EM work orders) reported as complete, have been carried out and completed in accordance with the Schedule 3 – Part C

To be submitted by: Supplier

To be audited by: Company

Definition:

The measuring and auditing of this Technical KPI is to be in accordance with the Schedule 3 requirements for technical audit by the Company.

Measurement:

The Supplier's performance will be measured each Period and assessed in accordance with the following table:

Compliance	Score
> 90% Work Completed to Specification	Good
80 - 90% Work Completed to Specification	Acceptable
< 80% Work Completed to Specification	Poor

KPI Number: 4

Title: Reactive Maintenance Services

Aim: The measurement of the proportion of the faults attended by the Supplier as part of the reactive maintenance service which are completed within the fault rectification period.

Definition:

The measurement of the proportion of the faults attended by the Supplier as part of the reactive maintenance service and which are completed within the fault rectification period (or the extended fault rectification period where such has been agreed by the Company's Representative). The applicable fault rectification periods are set out in the Specification – Part C paragraph 3.2.

Measurement:

The Supplier's performance will be measured each Period and assessed in accordance with the following table.

Percentage of faults corrected with the fault rectification period	Score
> 90%	Good
80 to 90%	Acceptable
< 80%	Poor

KPI Number: 5

Title: Deliverables under the Contract

Aim: This KPI is the measurement of ability of the Supplier to provide Contractual Documentation in a timely manner.

Definition:

A measurement of the Supplier's ability to submit Contractual Documentation in relation to the provision of the Services to the Company's Representative's satisfaction as specified in the Contract shall be classified under this KPI as follows:

Measurement:

Number of Service Points Attributable to FR Faults	Score
All documents received on time	Good
1 No. document late but received within 5 days of the required time or an extended time agreed by Company's Representative.	Acceptable
One document received more than five days late or more than one document received late or outside any agreed extension.	Poor