

75.2 The Company and the Supplier submit, subject to the provisions of this Framework Agreement, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

**76. Contracts (Rights of Third Parties) Act 1999**

76.1 Subject to the Replacement Employer's rights under Clause 36 (TUPE), no person except any member of the TfL Group may enforce this Framework Agreement or any Call-Off Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, but this does not affect any other right or remedy of a third party arising at law.

76.2 Notwithstanding those rights referred to in Clause 76.1, the Company and the Supplier may agree to vary or rescind this Framework Agreement and/or a Call-Off Contract) without the consent of any third party.

**77. Further Assurance**

77.1 Each Party agrees to do all further acts and things and execute and deliver all instruments as shall be necessary or expedient for the carrying out of the provisions of this Framework Agreement and each Cal-Off Contract.

**78. Duty of the Supplier to notify Occasion of Tax Non-Compliance**

78.1 The Supplier shall send written notification of any Occasion of Tax Non-Compliance to the Company within five (5) Working Days from the date it became aware that it has committed an Occasion of Tax Non-Compliance during the performance of this Framework Agreement or any Call-Off Contract. The notification shall include steps being taken, if applicable, to remedy the Occasion of Tax Non-Compliance.

78.2 For the avoidance of doubt, the obligation in Clause 78.1 also applies to an Occasion of Tax Non-Compliance in non-UK jurisdictions. If the Occasion of Tax Non-Compliance occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the Occasion of Tax Non-Compliance and any relevant tax laws and administrative provisions so the Company can understand the nature and seriousness of the Occasion of Tax Non-Compliance.

78.3 Promptly upon a request by the Company, the Supplier shall supply to the Company a certificate signed by two (2) of its directors or senior officers on its behalf certifying that no Occasion of Tax Non-Compliance is continuing, or if an Occasion of Tax Non-Compliance is continuing, specifying the Occasion of Tax Non-Compliance and the steps, if applicable, taken to remedy it. This should include any mitigating factors that the Supplier considers relevant.

78.4 In exercising its rights or remedies under this Clause 78 or Clause 50 (Termination on Supplier Default), the Company shall:

(A) act in a reasonable and proportionate manner taking into account, among other things:

(1) the gravity and duration of the Occasion of Tax Non-Compliance and any sanctions imposed by a court or tribunal; and

- (2) any remedial action taken by the Supplier to prevent reoccurrence of the Occasion of Tax Non-Compliance;
- (B) seriously consider, where appropriate, action other than termination of this Framework Agreement to deal with the failure of the Supplier to comply with this Clause 78.

**79. Capacity**

Save as otherwise expressly provided, the obligations of the Company under this Framework Agreement are obligations of the Company in its capacity as a contracting counterparty and nothing in this Framework Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Company in any other capacity, nor shall the exercise by the Company of its duties and powers in any other capacity lead to any liability under this Framework Agreement (howsoever arising) on the part of the Company to the Supplier.

**80. Amendments**

Any amendments to this Framework Agreement and each Call-Off Contract, other than those made in accordance with Clause 20 (Variations), shall be effective only if made by agreement in writing between the Company's Representative and the Supplier's Representative, or those persons duly appointed by either Party to act on behalf of the Company's Representative and the Supplier's Representative in accordance with Clause 17 (Company's and Supplier's Representatives).

**81. Notices and Service of Process**

81.1 Subject to Clause 81.2, any notice or other document given under, or in connection with, this Framework Agreement and each Call-Off Contract must be in English and in writing and sent by letter, electronic mail or fax or delivered by hand to the other Party's representatives in each case to the address identified below. The notice or other document will be effective as follows:

- (A) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (B) if the notice or other document is sent by electronic mail, it shall be deemed to be given five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's electronic mail system dispatches the electronic mail provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the electronic mail was dispatched and the address it was sent to. The place of delivery of electronic mail will be deemed to be the postal address of the recipient set out in Schedule 1 (Detailed Terms) or the relevant Call-Off Contract;
- (C) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and
- (D) if the notice or other document is delivered by hand to the other Party's representative, it will be effective immediately upon delivery.

The address, electronic mail address and fax numbers of the Company and the Supplier are set out in Schedule 1 (Detailed Terms).

If a Party's details change, it must notify the other Party promptly in writing of any such changes.

- 81.2 The Parties agree that proceedings arising out of or in connection with this Framework Agreement and each Call-Off Contract may not be served by electronic mail or fax provided that the Company may from time to time give notices to the Supplier that such proceedings may be served by electronic mail or fax. If the Company gives such a notice then with effect from such notice such proceedings may be served by electronic mail or fax in accordance with Clause 81.1. The Company may from time to time rescind such a notice by further notice and, with effect from the date of such notice of rescission, proceedings arising out of or in connection with this Framework Agreement and each Call-Off Contract may not be served by electronic mail or fax.

## PART 16: TRANSPORT FOR LONDON GROUP REQUIREMENTS

### 82. Transport for London Group

#### 82.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (A) Without prejudice to the Company's right to terminate this Framework Agreement under Clause 49.1 (Voluntary Termination by the Company), 50 (Termination on Supplier Default), or at common law, the Company may terminate this Framework Agreement at any time in accordance with the provisions of this Clause 82.1 in the event that:
- (1) there is a Declaration of Ineffectiveness; or
  - (2) there is a Public Procurement Termination Event (without prejudice to the Company's rights of termination implied into this Framework Agreement by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016).
- (B) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Company shall notify the Supplier. The Parties agree that the provisions of this Clause 82.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 49.1 (Voluntary Termination by the Company) and this Clause 82.1 or the Cessation Plan, the provisions of this Clause 82.1 and the Cessation Plan shall prevail.
- (C) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.
- (D) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- (1) an orderly and efficient cessation of the Services or (at the Company's request) a transition of the Services to the Company or such other entity as the Company may specify; and
  - (2) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 82.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (E) Upon agreement, or determination by the Company of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

- (F) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of this Framework Agreement or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Framework Agreement in accordance with this Clause 82.1.

## 82.2 **Crime and Disorder Act 1998**

The Supplier acknowledges that the Company and the members of the TfL Group are under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

- (A) have due regard to the impact of crime, disorder and community safety in the exercise of its duties;
- (B) where appropriate, identify actions to reduce levels of crime and disorder; and
- (C) without prejudice to any other obligation imposed on the Company, exercise their functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, in its area:
  - (1) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
  - (2) the misuse of drugs, alcohol and other substances; and
  - (3) re-offending,

and in the performance of this Framework Agreement and each Call-Off Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its Sub-Contractors assist and co-operate, with the Company and relevant members of the TfL Group to enable the Company and the members of the TfL Group to satisfy their duty.

## 82.3 **The Company's business**

The Supplier acknowledges that it:

- (A) has sufficient information about the Company, the members of the TfL Group and the Services;
- (B) is aware of the Company's processes and business;
- (C) has made all appropriate and necessary enquiries to enable it to carry out the Services in accordance with this Framework Agreement and each Call-Off Contract;
- (D) is aware of the purposes for which the Services are required; and
- (E) shall neither be entitled to any additional payment nor excused from any

obligation or liability under this Framework Agreement or any Call-Off Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Services.

#### **82.4 Best value**

The Supplier acknowledges that the Company is a best value authority for the purposes of the Local Government Act 1999 and as such the Company is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Supplier shall assist the Company to discharge its duty where possible, and in doing so, shall carry out any review of Services reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to this Framework Agreement in order for the Company to achieve best value.

#### **82.5 Conflict of Interest**

- (A) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.
- (B) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of this Framework Agreement and each Call-Off Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Services under this Framework Agreement and each Call-Off Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate this Framework Agreement.

#### **82.6 Equality and Diversity and Modern Slavery**

- (A) Without limiting the generality of any other provision of this Framework Agreement, the Supplier:
  - (1) shall not unlawfully discriminate;
  - (2) shall procure that its employees and agents do not unlawfully discriminate; and
  - (3) shall use reasonable endeavours to procure that its Sub-Contractors do not unlawfully discriminate when providing the Services,

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

- (B) The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

- (1) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "Protected Characteristics") and marriage and civil partnership;
- (2) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
- (3) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing this Framework Agreement and each Call-Off Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

- (C) The Supplier shall ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Framework Agreement and each Call-Off Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.
- (D) The Company's Harassment, Bullying and Discrimination Policy as up-dated from time to time (copies of which are available on request from the Company) requires the Company's own staff and those of its Sub-Contractors to comply fully with the Harassment, Bullying and Discrimination Policy to eradicate harassment in the workplace. The Supplier shall:
  - (1) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Framework Agreement and each Call-Off Contract are fully conversant with the requirements of the Harassment, Bullying and Discrimination Policy;
  - (2) fully investigate allegations of workplace harassment in accordance with the Harassment, Bullying and Discrimination Policy; and
  - (3) ensure that appropriate, effective action is taken where harassment is found to have occurred.
- (E) Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

## 82.7 Work Related Road Risk

- (A) For the purposes of Clauses 82.7(B) to 82.7(J) (inclusive), the following expressions shall have the following meanings:

"Approved Progressive Training" means an ongoing programme of personal development that uses a combination of theoretical, e-learning, practical and on the job training to ensure Drivers have the knowledge, skills and attitude to operate safely on urban roads and shall include:

(a) Safe Urban Driving ("SUD") training to be undertaken every five (5) years; or

(b) a training course, which in the reasonable opinion of the Company is an acceptable substitute to SUD; and

(c) one safety related FORS e-learning module to be undertaken every twelve (12) months;

"Bronze Accreditation"

means the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.fors-online.org.uk](http://www.fors-online.org.uk)

"Car-derived Vans"

means a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

"Category N2 Lorry"

means a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

"Category N3 Lorry"

means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

"Collision Report"

means a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

"Delivery and Servicing Vehicle"

means a Lorry, a Van or a Car-derived Van;

"Direct Vision Standard" or "DVS"

Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 Lorry cab in relation to other road users. Further information can be found at: [www.tfl.gov.uk](http://www.tfl.gov.uk)

"Driver"

means any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Services;

"DVLA"

means Driver and Vehicle Licensing Agency;

" <u>FORS</u> "	means the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
" <u>FORS Standard</u> "	means the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
" <u>Front Underrun Protection</u> "	means devices that are fitted at the front of Lorries and which comply with EC Directive 2000/40/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
" <u>Gold Accreditation</u> "	means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
" <u>Lorry</u> "	means a vehicle with an MAM exceeding 3,500 kilograms;
" <u>MAM</u> "	means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
" <u>Side Underrun Protection</u> "	means devices that are fitted between the front and rear axles of Lorries which comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
" <u>Silver Accreditation</u> "	means the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ; and
" <u>Van</u> "	means a vehicle with a MAM not exceeding 3,500 kilograms.

**(B) Fleet Operator Recognition Scheme Accreditation**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within sixty five (65) Working Days of the Commencement Date:

- (1) (unless already registered) register for FORS or a scheme, which in the

reasonable opinion of the Company, is an acceptable substitute to FORS (the "Alternative Scheme"); and

- (2) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

**(C) Safety Features on Lorries**

The Supplier shall ensure that every Lorry, which it uses to provide the Services, shall have:

- (1) Side Underrun Protection fitted at a height not exceeding 550mm from the ground, unless the Supplier can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if the Side Underrun Protection is fitted;
- (2) Front Underrun Protection fitted at a height not exceeding 400mm from the ground, unless the Supplier can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if the Front Underrun Protection is fitted;
- (3) equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre;
- (4) prominent signage on the Lorry to warn cyclists and other road users of the dangers of the Lorry's near side blind spot and of getting too close to the Lorry; and
- (5) front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of direct vision, fully operational indirect vision aids and driver audible alerts.

**(D) Direct Vision Standard**

This Section shall apply where the value of the relevant Call-Off Contract is £1,000,000 or more and/or where the relevant Call-Off Contract states that this Section is applicable.

Where applicable:

- (1) The Supplier shall comply with the Schedule 19 (Heavy Goods Vehicle Direct Vision Standard); and
- (2) the Supplier shall ensure that:
  - (a) from and including 26<sup>th</sup> October 2019, all Category N3 Lorries

used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;

- (b) from and including 26<sup>th</sup> October 2023 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and
- (c) so far as reasonably practicable, the conditions at all sites and locations within the control of the Supplier where:
  - 1) the Services are being delivered, or
  - 2) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,
- (d) are appropriate for each Category N2 lorry and Category N3 Lorry being used in the provisions of the Services. The Supplier shall not incur any costs or make any changes to the site(s) without the prior written consent of the Company.

**(E) Driver Licence Checks**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that:

- (1) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- (2) each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Supplier's risk scale, provided that the Supplier's risk scale has been approved in writing by the Company within the last twelve (12) months:
  - (a) 0 – 5 points on the driving licence –six monthly checks;
  - (b) 6 – 8 points on the driving licence – quarterly checks; or
  - (c) 9 or more points on the driving licence – monthly checks.

**(F) Driver Training**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that each of its Drivers attends Approved Progressive Training throughout the term of this Framework Agreement and each Call-Off Contract.

(G) **Collision Reporting**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall:

- (1) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (2) within ten (10) Working Days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company.

(H) **Self-Certification of Compliance**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within sixty five (65) Working Days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 83.7(B), 82.7(C) 82.7(D), 82.7(F) and 83.7(G) (the "WRRR Self-certification Report"). The Supplier shall provide updates of the WRRR Self-certification Report to the Company on each three (3) month anniversary of its submission of the initial WRRR Self-certification Report.

(I) **Obligations of the Supplier regarding Sub-Contractors**

The Supplier shall ensure that those of its Sub-Contractors who operate Category N2 Lorries, Category N3 Lorries, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Framework Agreement:

- (1) Clause 82.7(B); and
- (2) for Category N2 Lorries – Clauses 82.7(C), 82.7(F), 82.7(G) and 82.7(H); and
- (3) for Category N3 Lorries – Clauses 82.7(C), 82.7(D), 82.7 (E), 82.7(F), 82.7(G), 82.7 (H) and, where applicable, the appropriate provisions of Schedule 19 (Heavy Goods Vehicle Direct Vision Standard); and
- (4) for Vans and Car-derived Vans – Clauses 82.7(F), 82.7(G) and 82.7(H),

as if those Sub-Contractors were a party to this Framework Agreement.

(J) **Failure to Comply with Work Related Road Risk Obligations**

Without limiting the effect of any other Clause of this Framework Agreement relating to termination, if the Supplier fails to comply with any of Clauses 82.7(B), 82.7(C), 82.7(D), 82.7(E), 82.7(F), and 82.7(G), 82.7(H) and/or 82.7(I):

- (1) the Supplier has committed a material breach of this Framework Agreement; and

- (2) the Company may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

**SIGNATURES**

IN WITNESS of which this document has been executed as a deed by the Parties and delivered as a deed on the date first written above.

7th 7037

**Executed as a deed by )**  
**affixing the common seal of )**  
**TRANSPORT FOR )**  
**LONDON in the presence of**

Authorised Signatory



**Executed as a deed by )**  
**Ductclean (UK) Limited )**

acting by

And



**SCHEDULE 1: DETAILED TERMS**

Contract Reference Number:	TFL-01025
Supplier Reference:	AS/12275
Commencement Date:	7 <sup>th</sup> January 2019
Expiry Date:	6 <sup>th</sup> January 2023
Supplier's Representative: Address for service of notices:  Telephone: Email:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Company's Representative: Address for service of notices:  Telephone: Email	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Services:	See Schedule 5 (Services)
Contract Price:	See Schedule 4 (Prices and Charging Structure)
Security required pursuant to Clause 60.1 (Bonds, Warranties and Guarantees)	
Bond	No
Parent company guarantee:	Yes

**SCHEDULE 2: MINI-COMPETITION AND CALL-OFF AWARD CRITERIA**

## TEMPLATE ITT (MINI-COMPETITION)

**Framework Number:**

**Request Form Number:**

**To:**

**Address:**

**From: Transport for London**

**Date:**

This is a Request Form for a proposal for the provision of Services in accordance with the framework agreement referenced above (the "**Framework Agreement**"). Words and expressions defined in the Framework Agreement shall have the same meaning in this Request Form.

This is an enquiry document only, constituting an invitation to treat and it does not constitute an offer capable of acceptance. Your Tender Response (Mini-Competition) must be submitted as an offer capable of acceptance by the Company; however such acceptance will not occur unless and until the Company posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Company and other Project specific requirements. It also indicates where information is to be supplied by you in your Tender Response (Mini-Competition). In your Tender Response (Mini-Competition), you must respond to the information requested in Attachment 1 by completing Attachment 2 to this Request Form.

The Call-Off Contract, appended to this Request Form, together with Attachment 1 to this request form and your response (in the form of a completed Attachment 2) will upon confirmation of acceptance by the Company form the Call-Off Contract for the delivery of the Services subject to and in accordance with the terms of the Framework Agreement. The Company is under no obligation to award any Call-Off Contract as a result of this Request Form.

Your Tender Response (Mini-Competition) will be assessed in accordance with the Call-Off Award Criteria set out in Attachment 1 against those submitted by other Framework Suppliers as part of the Mini-Competition Procedure. The Company will award the relevant Call-Off Contract to the Framework Supplier with the Tender Response (Mini-Competition) that is the most advantageous to the Company with reference to the Call-Off Award Criteria.

In the event that a conflict, ambiguity or inconsistency exists between the provisions of the Framework Agreement and this Request Form and/or any Tender Response (Mini-Competition), the provisions of the Framework Agreement shall prevail.

You must complete and return your Tender Response (Mini-Competition) by **[INSERT DATE]**. If you are not proposing to enter the Mini-Competition please confirm this to the Company in writing together with reasonable details of your reason(s) for not entering the Mini-Competition ("**No Entry Confirmation**") on or before this date.

Please e-mail your Tender Response (Mini-Competition) or No Entry Confirmation, and send a paper copy to:

Name:

e-mail address:

Postal address:

Telephone:

Any queries regarding this Request Form or the Framework Agreement should be directed to the Company Representative..

Signed: \_\_\_\_\_

for and on behalf of the Company

**Attachments**

Attachment 1: Services to be provided and other relevant information

Attachment 2: Supplier's Tender Response (Mini-Competition)

Appendix: Draft Call-Off Contract

**Attachment 1**

[To be completed by the Company]

<b>Project Name:</b>	<b>[INSERT]</b>		
<b>Proposed Service Commencement Date:</b>	<i>[Supplier to propose]/OR [Insert required service commencement date and indicate if mandatory or indicative]</i>	<b>Call-Off Completion Date:</b>	<i>[Supplier to propose]/OR [Insert required completion date and indicate if mandatory or indicative]</i>
<b>Site(s)</b>	<b>[insert sites where Services are to be performed]</b>	<b>Equipment / Free Issue Materials</b>	<b>[None] / [See clause [•] below]</b>

**1 Project Objectives**

<b>1</b>	
<b>2</b>	
<b>3</b>	

**2 Services and Specification**

This Request Form is for the provision of the following Services under a Call-Off Contract:

- [insert full description of the services to be performed by the appointed Framework Supplier.]*

The Framework Supplier must supply its proposal for the provision of the Services where indicated in the Tender Response (Mini-Competition). In particular the Supplier should include in its proposal details of the following:

- Resources: The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to details of personnel – managerial and operational (including CVs where relevant), equipment, materials and proposed subcontractors.

- Methodology: The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to detailing any key activities and milestones, risks, working hours, key documentation, and health and safety and considerations.

**3 Contractual Documentation**

The Framework Supplier will be required to deliver the following Contractual Documentation to the Company under the Call-Off Contract:

***[Insert the documentation and information which is to be delivered by the Framework Supplier. That may include records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Framework Supplier in accordance with the Call-Off Contract.]***

**4 Abatements**

The Abatements which will apply in relation to the Call-Off Contract are:

***[Insert list of applicable Abatements and levels] OR [None]***

**5 Project, Services and Timetable**

***[Framework Supplier to propose] OR [Insert requirements]***

	<b><u>[Services]</u></b>	<b><u>[Timetable]</u></b>
1		
2		
3		

**6 Equipment and Free Issue Materials**

The Company shall supply the following Equipment to the appointed Framework Supplier for use in the performance of the Services:

***[insert description] / [None]***

The Company shall supply the following Free Issue Materials to the appointed Framework Supplier for use in the performance of the Services:

***[insert description] / [None]***

**7 Contract Price and Invoicing**

7.1 Framework Supplier to propose the Contract Price and the information indicated below:

SERVICE	CONTRACT PRICE	RETENTION	PAYMENT (including details of interim milestones payment)
<i>[Service to be performed]</i>	<i>[Note: Framework Supplier to propose. To be calculated on rates and prices no higher than those set out in the Framework Agreement]</i>	<i>[INSERT % of Contract Price]</i>	Date:[INSERT (eg. On Completion OR on completion of each of the following milestones: [INSERT] OR for works performed during that Period] OR [Framework Supplier to propose]
<b>TOTAL:</b>	£[•] <i>[Note: Framework Supplier to propose. This information is intended to match the budget to be stated in the summary table at the top of the Call-Off Contract.]</i>		

**8 Call-Off Award Criteria**

Each of the Framework Supplier's tenders will be evaluated in four categories: (1) Resources (2) Methodology (3) Contract Price and (4) Project Works and Timetable.

The following is a guide to the content that the Supplier should provide in their tender in relation to each category:

- 1) Resources  
The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to details of personnel – managerial and operational (including CVs where relevant), equipment, materials and proposed subcontractors.
- 2) Methodology  
The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to detailing any key activities and milestones, risks, working hours, key documentation, and health and safety and considerations.

3) Contract Price

The Supplier should provide a fixed price cost submission calculated on rates and prices no higher than those set out in the Framework Agreement.

4) Project Works and Timetable.

The Supplier should provide a programme – with key milestones indicated including the Call-Off Completion Date – in a suitable format.

Weightings

The evaluation of Framework Suppliers' tenders will be weighted as follows:

Resources	<b><i>[INSERT within band of 20% - 40%]</i></b>
Methodology	<b><i>[INSERT within band of 20% - 40%]</i></b>
Contract Price	<b><i>[INSERT within band of 40%-60%]</i></b>
Project Services and Timetable	<b><i>[INSERT within band of 10%-40%]</i></b>

**Attachment 2**

**Tender Response (Mini-Competition)**

*[To be completed by the Framework Supplier]*

<b>Project Name:</b>	<b>[INSERT]</b>		
<b>Service Commencement Date:</b>	<i>[Supplier to propose]/OR [if mandatory in the Request confirm if compliant or non-compliant]</i>	<b>Call Off Completion Date:</b>	<i>[Supplier to propose]/OR [if mandatory in the Request confirm if compliant or non-compliant]</i>

**1 Proposal for delivery of Services**

*[Insert proposal for delivery of the services including:*

- details of personnel – managerial and operational (including CVs where relevant), equipment, materials and proposed subcontractors.
- - detailing any key activities and milestones, risks, working hours, key documentation, and health and safety and considerations.

**2 Contractual Documentation**

Framework Supplier to confirm if compliant or non-compliant with Request Form

**3 Abatements**

Framework Supplier to confirm if compliant or non-compliant with Request Form

**4 Project, Services, and Timetable**

*[Framework Supplier to propose] OR [Compliant/ Non-Compliant with Request]*

	<b><u>[Services]</u></b>	<b><u>[Timetable]</u></b>
<b>1</b>		
<b>2</b>		

3		
---	--	--

***The Supplier should provide a programme – with key milestones indicated including the Call-Off Completion Date***

**5 Contract Price and Invoicing**

5.1 Framework Supplier to propose the Contract Price and the information indicated below:

SERVICE	CONTRACT PRICE	RETENTION	INVOICING (including details of any interim milestone payments)
<i>[Service to be performed]</i>	<i>[Note: Framework Supplier to propose. To be calculated based on no higher than the rates and prices set out in the Framework Agreement]</i>	<i>[Framework Supplier to confirm if compliant/non-compliant with Request Form]</i>	Date:[Compliant/ Non-Compliant with Request] OR [Framework Supplier to propose]  To: [Compliant/ Non-Compliant with Request] OR [Framework Supplier to propose]
<b>TOTAL:</b>	£[●] <i>[Note: Framework Supplier to propose. This information is intended to match the budget stated in the summary table at the top of the Call-Off Contract.]</i>	£[ ]	

**Appendix to Request Form**

**Draft Call-Off Contract**

**[INSERT DRAFT FORM OF CALL-OFF CONTRACT]**

**SCHEDULE 3: TEMPLATE CALL-OFF CONTRACT**

Call-Off Contract Ref: \_\_\_\_\_

This Call-Off Contract, dated and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (the "Effective Date") is made by and between:

- (1) **TRANSPORT FOR LONDON or TfL**, (the "Company" which expression shall include its successors, transferees and assignees), a statutory corporation established under the Greater London Authority Act 1999 of 55 Broadway, London SW1H 0BD;
- (2) **[SUPPLIER DETAILS TO BE INSERTED]** (the "Supplier"), a company registered in England and Wales under number [•] and having its registered office at [•],

pursuant to, and subject to, the terms and conditions of the Framework Agreement for the supply of heavy duty track maintenance and construction works dated \_\_\_\_\_ 2018 (the "**Framework Agreement**") between Transport for London and **[SUPPLIER DETAILS TO BE INSERTED ONCE KNOWN]** Limited.

**THE PARTIES AGREE** as follows:

- (K) The Company appoints the Supplier on a non-exclusive basis during the term of this Call-Off Contract to carry out, and the Supplier agrees to provide, the Services to the Company in accordance with this Call-Off Contract.
- (L) This Call-Off Contract incorporates the terms and conditions set out in the Framework Agreement, unless expressly stated otherwise in the Framework Agreement.

<b>Project Name:</b>			
<b>Term:</b>	<i>[Term for this Call-Off Contract to be inserted]</i>	<b>Service Commencement Date:</b>	[•]
<b>Budget:</b>	[£[•]]	<b>Expiry Date:</b>	[•]
<b>Call-Off Completion Date:</b>	[•]		
<b>Site(s)</b>	<b>[insert sites where Services are to be performed]</b>	<b>Equipment / Free Issue Materials</b>	<b>[None] / [See clause [•] below]</b>

9 **Project Objectives**

1	
2	
3	

10 **Services and Specification**

The Supplier shall provide the following Services under this Call-Off Contract:

- ***[insert full description of the services to be performed by the Supplier and confirm if the Direct Vision Standard in Schedule 19 applies.]***

as further described in the Specification attached at Schedule 1 to this Call-Off Contract.

11 **Contractual Documentation**

The Supplier shall deliver the following Contractual Documentation to the Company:

***[Insert the documentation and information which you have agreed shall be delivered by the Supplier. That may include records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with this Call-Off Contract.]***

12 **Abatements**

The Abatements which apply to this Call-Off Contract are set out below.

[None]/[insert]

13 **Project Services and Timetable**

	<b><u>[Services]</u></b>	<b><u>[Timetable]</u></b>
1		
2		
3		

14 **Equipment and Free Issue Materials**

The Company shall supply the following Equipment to the Supplier for use in the

performance of the Services:

*[insert description] / [None]*

The Company shall supply the following Free Issue Materials to the Supplier for use in the performance of the Services:

*[insert description] / [None]*

## 15 Contract Price and Invoicing

15.1 The Contract Price for this Call-Off Contract shall be:

SERVICE	CONTRACT PRICE	RETENTION	INVOICING (including details of any interim milestone payments)
<i>[Service to be performed]</i>	<i>[Note: To be calculated based on the rates and prices set out in the Framework Agreement]</i>	<i>[INSERT % of Contract Price]</i>	Date: <i>[On Completion]</i> OR <i>[INSERT]</i>  To:
<i>[Service to be performed]</i>			Date:  To:
<b>TOTAL:</b>	£[•] <i>[Note: This should match the budget stated in the summary table at the top of the Call-Off Contract.]</i>		

15.2 The provisions of Clauses [21] (General) to [26] (Interest) of the Framework Agreement apply to this Call-Off Contract. ***[Note: If you are agreeing different payment terms to those set out in Part 6 of the Framework Agreement, you will need to set those out here. You should not routinely be departing from the agreed payment terms as set out in Part 6 of the Framework Agreement.]***

## 16 Termination

16.1 This Call-Off Contract may be terminated by either Party in accordance with the provisions of the Framework Agreement.

**IN WITNESS OF THE ABOVE** the parties have signed this Call-Off Contract on the date written at the head of this Call-Off Contract.

**SIGNED** by )

*[insert name of signatory]* )  
on behalf of )  
**TRANSPORT FOR LONDON** )

.....  
Authorised Signatory

**[SIGNED** by )  
*[insert name of signatory]* )  
on behalf of )  
**[SUPPLIER] LIMITED** )]

.....  
Authorised Signatory

## SCHEDULE 1 TO CALL-OFF CONTRACT

### SPECIFICATION

***[Note: Specification for the Services to be provided under this Call-Off Contract to be inserted. As well as the specification for the services, this document should cover: (a) any additional standards (which are not LU Standards) with which the Supplier must comply (clause 11.2 of the Framework Agreement); (b) any training to be provided by the Supplier (clause 11.3 of the Framework Agreement); (c) any design elements which are relevant to the Services (clause 11.4); (d) and specific rules and regulations which must be observed by the Supplier in the performance of the Services (clause 14.1(F)); and (e) the dates when Progress Information is to be supplied and the intervals for any progress/review meetings (clause 19) and if Schedule 19 Direct Vision Standard applies .]***

**SCHEDULE 2 TO CALL-OFF CONTRACT**

**MINI-COMPETITION DOCUMENTS**

*[Completed ITT Mini-Competition and Tender Response Mini-Competition to be attached]*

## SCHEDULE 4: PRICES AND CHARGING STRUCTURE

### 1. Introduction

- 1.1 This Schedule 4 sets out how the Contract Price for the delivery of the Services by the Supplier, and the performance of the Supplier's other obligations, under or in connection with each Call-Off Contract shall be calculated.
- 1.2 The Contract Price shall be inclusive of all costs and expenses of whatsoever nature and howsoever incurred by the Supplier in the provision of the Services and the performance of the Supplier's obligations in accordance with the relevant Call-Off Contract.

### 2. Definitions

In this Schedule 4, the following definitions shall have the following meanings:

"Rates" means the rates set out in Appendix 1 (Rates) of this Schedule 4 (Prices and Charging Structure).

### 3. Rates and Payment Applications

- 3.1 The Rates shall remain fixed for the duration of this Framework Agreement save for Variations agreed between the Company and the Supplier in accordance with Clause 20 (Variations) and Schedule 7 (Contract Variation Procedure and Additional Works) and adjustment further to paragraph 4 (CPI Adjustment). The amounts paid to the Supplier further to Clause 23 (Price and Payment) may be reduced by Abatements calculated in accordance with Schedule 13 (Performance Measurement).
- 3.2 Payment Applications may only be submitted on a Payment Application Date.
- 3.3 Any variation to the Services to be provided under a particular Call-Off Contract further to Clause 20 (Variations) and Schedule 7 (Contract Variation Procedure) will be priced in accordance with the Rates.

### 4. CPI Adjustment

- 4.1 On 01 April 2020 and 01 April in each subsequent Financial Year, each of the Rates will be adjusted by calculating any percentage difference between:
- (A) the CPI for March in the immediately preceding Financial Year; and
  - (B) the CPI for March in the Financial Year immediately preceding the Financial Year referred to in paragraph 4.1(A),
- and if (A) shall be higher than (B), increasing each of the Rates by that percentage or if (A) shall be lower than (B), reducing each of the Rates by that percentage.
- 4.2 Following each adjustment of the Rates further to paragraph 4.1, the Contract Price will be adjusted to reflect the adjusted Rates.

**APPENDIX 1: RATES**

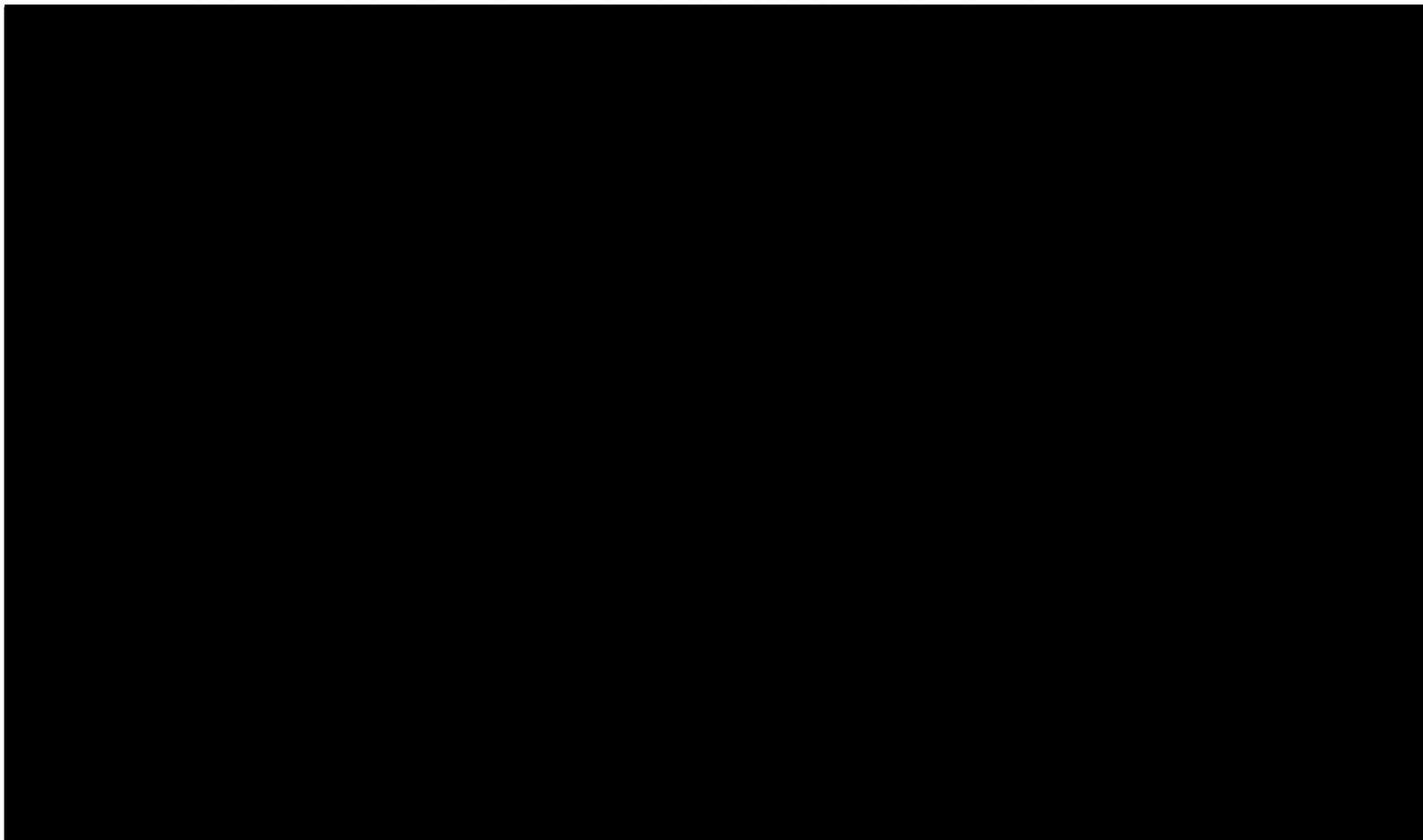
## Schedule 4 -Appendix 1 - Rates

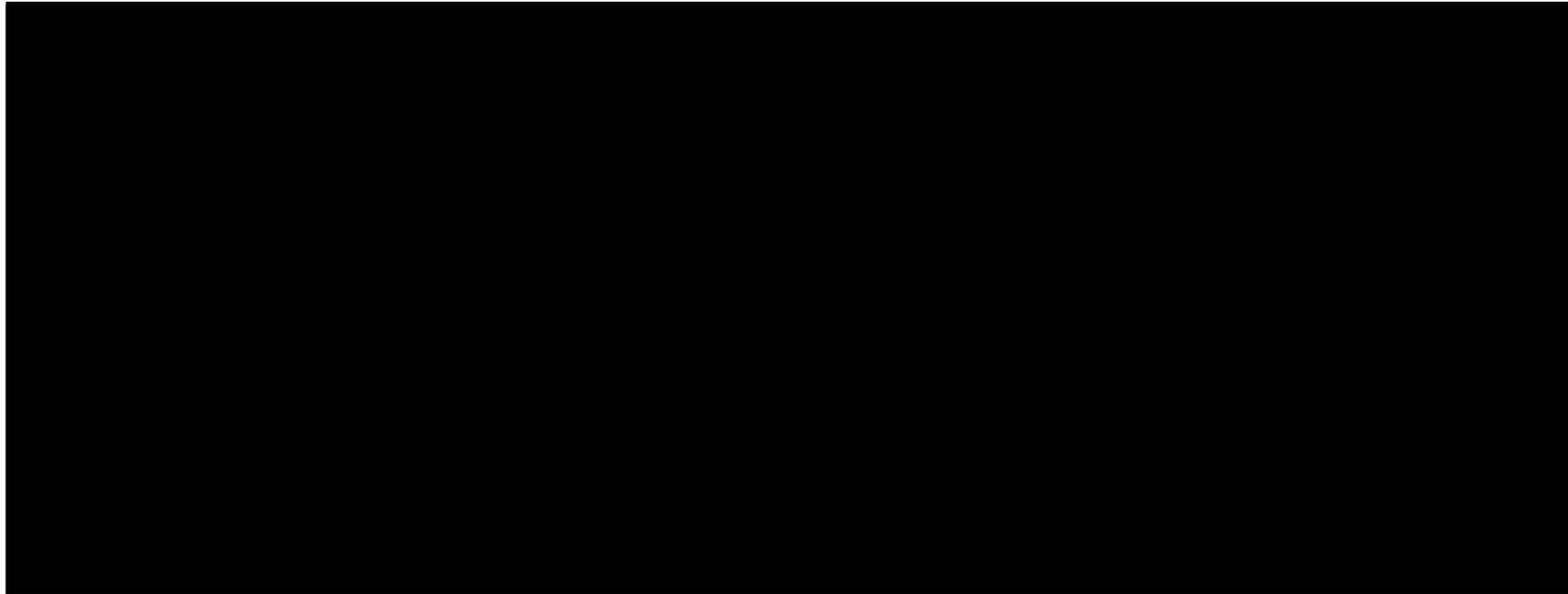
## Ductclean (UK) Limited

These rates are fixed and fully inclusive of all payments, including paid bonuses, pension schemes, subsistence, fares, travelling time, overheads, profit etc. They are inclusive of:

1. All standard Personal Protective Equipment (including visitors sets as specified) i.e. face masks, overalls gloves and boots
2. All IBCV specified provisions for health and Safety i.e. fire extinguishers and signs (see " Safety Equipment section)
3. Hand tools , stepladders, etc (see " Electrical Equipment sect)
4. Full compliance to the Specification
5. Full shifts (min 8 hour duration) shall be either daytime or nighttime (for LU sites - either "Traffic Hours" or "Engineering Hours"). Shift hours may vary depending on operational requirements, access to Sites.
6. 12 hour shifts (and other agreed lengths), and part shifts, where required shall be calculated on a prorata basis (using the 8 hour shift rate)

**SIGNIFICANT CONSTRUCTION OR BUILDING WORKS OR TRACK WORKS INVOLVING REMOVAL/MITIGATION OF ASBESTOS OR OTHER HAZARDOUS MATERIAL**



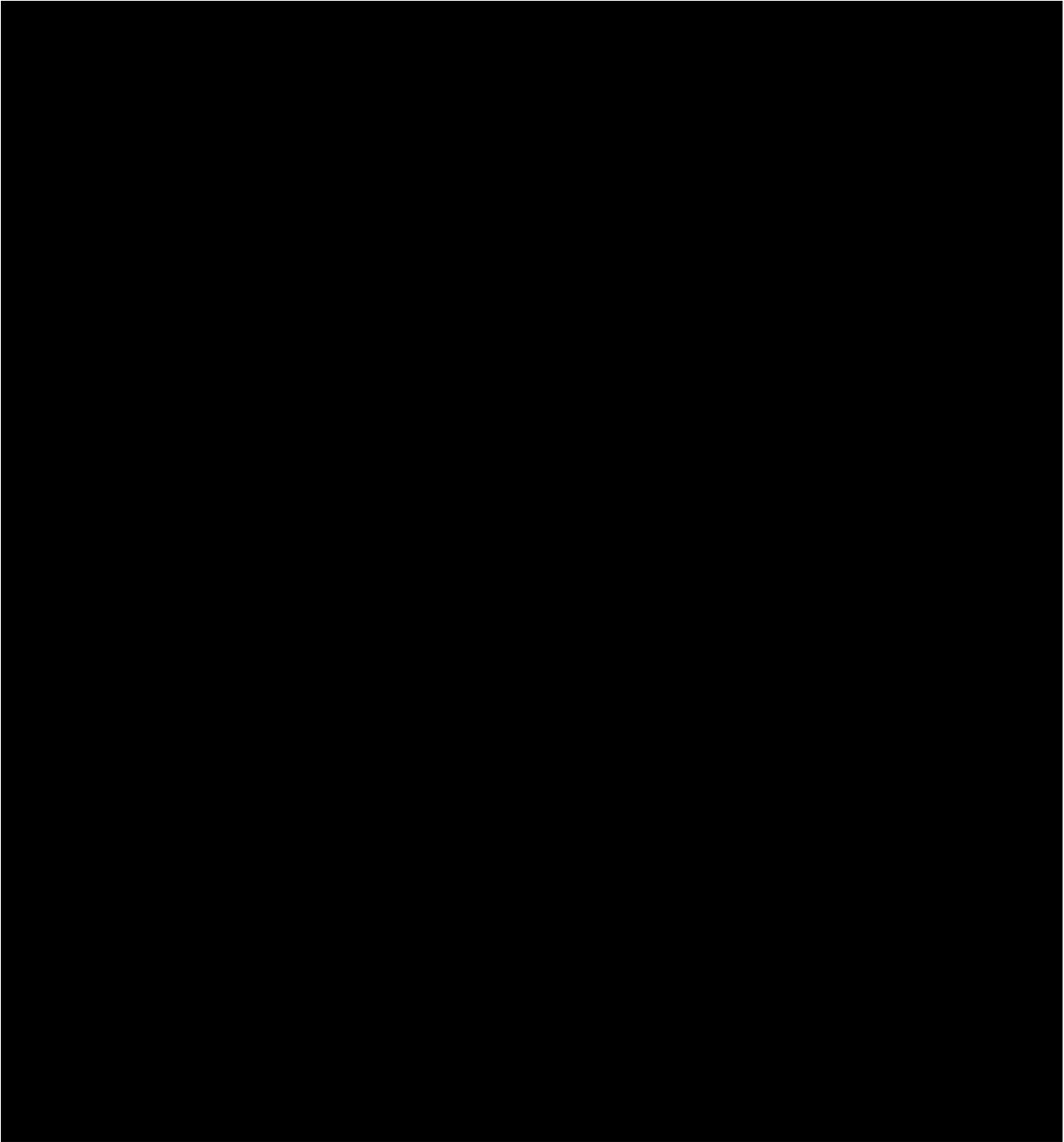


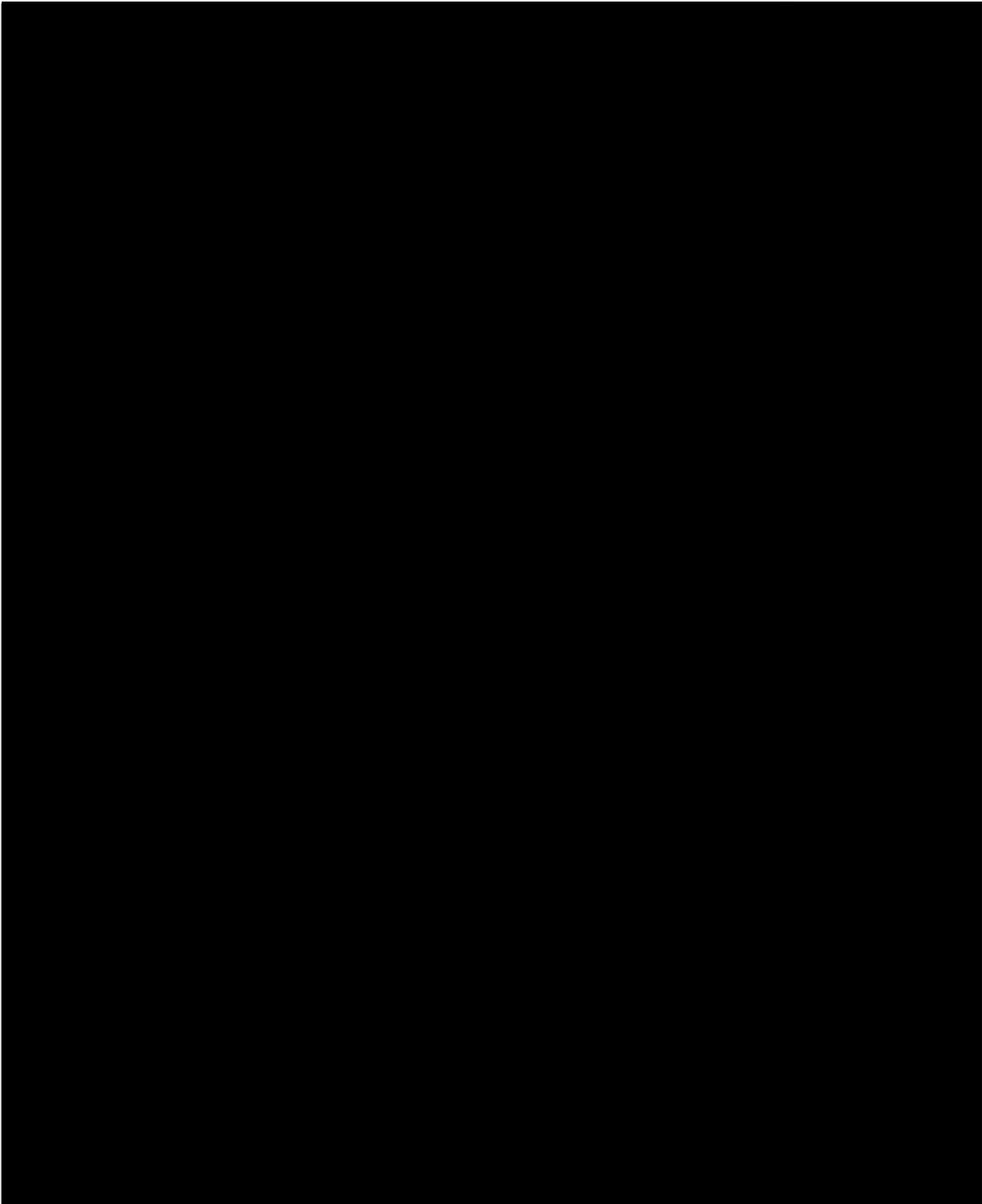
\* Excess weight be be charged according to the Disposal rates in the table at the start of this Price Schedule

**EQUIPMENT**

Including Decontamination to Approved HSE Standards.  
Electrical Tools to be 110v with appr: certs of inspection & test issued







## SCHEDULE 5: SERVICES

### 1. Objectives

This Schedule sets out the scope of the heavy duty track maintenance and construction works involving (but not limited to) the renewal of track sections within asbestos risk areas, encapsulation, removal and treatment of asbestos containing materials (ACM's), ballast removal/ replacement, sleeper/pit block replacement and other Hazardous Materials on assets within the TfL Network. This Schedule sets out the specification for the monitoring, sampling and analysis of Hazardous Material on assets within the TfL Network to be provided by the Supplier under any Call-Off Contract awarded pursuant to this Framework Agreement. This includes the special arrangements which must be made for entry and egress of personnel to restricted spaces, heights etc. with consideration to be allowed for traffic management requirements (road closures and associated permits), restricted track and station access.

- 1.1 The scope of Call-Off Contracts made under this Framework Agreement may include responsibility for special arrangements for road possessions, track possessions, confined space entry for structures and pumping stations and providing work compounds for site welfare whilst providing safe access and egress of personnel, undertaking encapsulation works and the handling and removal/disposal of contaminated waste / asbestos to licensed waste management facility providing all necessary notifications and Safe System of Work (SSoW) together with Construction Phase Plan (CPP), for each Project.

### 2. Responsibilities

- 2.1 For Call-Off Contracts awarded under this Framework Agreement in addition to fulfilling the core terms the Supplier shall be responsible for:
- (A) Ensuring that inspection and test requirements are detailed in the Supplier's SSoW and Risk assessments, and submit to the Company their Safe System of Work for review together with a copy of any required Health and Safety Executive (HSE) notification of works.
  - (B) The implementation of any corrective action required by the Company within the timescales required by the Company Representative, at the Supplier's cost in order to comply with the Call-Off Contract.
  - (C) Liaison with the Company to jointly identify any specific activities that may need to be completed by a third party.. For example:
    - (1) Application of the London Underground LU Approved Tunnel Lining System (TLS)
    - (2) Application of the Surface Tunnel and Road Permits.

- (3) Working with London Alliance Highways Contract (LoHAC) suppliers on road and tunnel networks
- (4) Undertaking traffic management and auditing
- (5) Confined space entry and emergency services (mainly structures and pumping stations)
- (6) Decontamination of Sites affected by radioactive, biological or chemical agents
- (7) Raising the F10 notification to the HSE (where applicable)
- (8) All road permits are applied for.
- (9) Section 61 (Noise) applications to local authority for prior consent to carry out construction or demolition works.

**3. Description of the Work**

3.1 The Supplier shall perform such of the following activities as required for the execution of the Services under the each Call-Off Contract:

- (A) Deliver the obligations stated in the Call off Contract including the Specification and also provide all relevant information and advice to the Company relating to the Services.
- (B) Providing all SSoW to the Company before commencement of work for comment at least 10 days before commencing works or, if applicable, before applying for necessary access.
- (C) Applying for and obtaining all necessary permits and notification of the works and carry out letter drops to the general public as necessary.
- (D) Assessment of the related risks from asbestos, other Hazardous Materials and non asbestos materials.
- (E) Resource management (including manpower, materials and equipment).
- (F) Site management.
- (G) Provide training records of all operatives on each Project together and if required medical records.
- (H) Briefings including tool box talks.
- (I) Obtaining approval of Operational Assurance Notifications where required. The OAN process is contained within the LU Assurance Standard S1538 and is required to be completed and authorised, where the works are "likely to impact" on train or station operations.

- (J) Liaising with Company personnel as necessary and LoHAC suppliers regarding closures and opening of the roads, tunnels, track sections
- (K) Notifying the HSE or other relevant enforcing authorities of treatment/removal works where appropriate
- (L) Undertaking asbestos, other Hazardous Material and vegetation treatment and removal
- (M) Undertaking of track project and maintenance works in areas where known hazardous materials exist or presume to exist
- (N) Undertaking of heavy construction and demolition works where known hazardous materials exist or presumed to exist
- (O) Disposal of waste in accordance with Applicable Laws and providing Company Representative with a copy of the waste consignment notes, duty of care notes and other necessary statutory waste documentation.
- (P) Appointing and managing specialist sub-contractors.

3.2 The Supplier shall be required to provide the following documentation as specified in each Call- Off Contract in the execution of the Services:

- (A) A suitable and sufficient site Safe System of Work (SSoW) supported as necessary by standard operating procedures.
- (B) A Construction Phase Plan (where applicable).
- (C) Completion and handover certification/hazardous waste consignment notes, work removal report (including photos), waste notes, or any other statutory waste documentation.

The Supplier shall upload such reports (and any other reports required by the Company) when applicable and/or as required by the Company on to the Company's electronic storage system.

#### 4. **Compliance**

The Supplier shall conform to all Applicable Laws, and shall also conform to relevant Standards including but not limited to:

- (A) Hot Working Processes and Fire Isolations
- (B) Management of Asbestos
- (C) Method Statements
- (D) Incident Reporting/Fault Reporting and Immediate Investigation
- (E) LU QUENSH or other TFL H&S Documentation

(F) Temporary works process

(G) LU concessions

## 5. **Planning and Progress**

5.1 Progress of the Supplier delivering its obligations under Call-Off Contracts will be reported by the Supplier to the Company Representative via telephone, email or by meetings as directed by the Company including as set out in Schedule 17 (Contract Management).

5.2 The Supplier shall prepare a site specific SSoW risk assessed for each contract/project or maintenance activity, and submit it to the Company for approval prior to the start of physical work. The SSoW will be written in accordance with Company procedure as set out in QUENSH.

## 6. **Other Hazardous Materials**

When removing other Hazardous Materials, if no specific HSE guidance exists then the work should be carried out in agreement with the Company Representative.

**Transportation**The Supplier must have drivers and transport facilities that are suitably trained and equipped to undertake the specified works together with all back up equipment to ensure execution of works in accordance with the Call-Off Contract and this Framework Agreement. This includes all required additional vehicle and driver licencing requirements for the consignment of hazardous waste and must include provision of training and equipment for emergency response for an incident during materials transit.

All applicable Waste Carrier Licences to be up-to-date and available for inspection on request.

Any intermediate waste transfer and waste storage areas must have the required Environmental Permitting consents and licences.

## 7. **General Information**

7.1 **Company locations that may require Services include:** Rail Track, Station Premises, Fleet Assets, Depots, L&E Equipment, Operational Premises, Overground Rail, Bus Garages, Bridges, Roads Tunnels, Piers, Office Facilities, Sub-Station, Surface Assets, DLR, Trams and other asset areas as directed by the Company. The Supplier may be required to work across all assets within the TfL Network and demonstrate a competent understanding of all asset areas including but not limited to:

(A) London Underground assets and premises

(B) TfL Overground Rail assets and premises,

(C) TfL Surface Assets and premises,

(D) DLR assets and premises,

- (E) Trams assets and premises,
- (F) Bus garages,
- (G) TFL bridges
- (H) Road tunnels,
- (I) Rail track and specific track sections as directed by the Company
- (J) Station premises,
- (K) Thames Clipper and Woolwich Ferry Piers
- (L) Fleet assets,
- (M) Depots,
- (N) Lift and Escalator equipment,
- (O) Operational premises,
- (P) Office facilities,
- (Q) Sub-Stations,
- (R) and other assets within the TfL Network as directed by the Company.

7.2 **Project Programme:** The Supplier shall comply with any programmes and timescales for the performance of the Services as determined by the Company, who may specify the Service Commencement Date and Call-Off Completion Date in the Call-Off Contract.

7.3 **Completion of Works:** Any Services must be Completed by the Call-Off Completion Date. The Supplier shall raise and submit a Completion Certificate to the Company when it considers that it has Completed the relevant Services in accordance with the Call-Off Contract.

7.4 **Site Supervision:** Overall site safety control, site safety monitoring, site supervision, and any track protection, will be provided by the Supplier, details of which will be highlighted in the Safe System of Work (SSoW)

## 8. **Reports and Documentation**

All reports and documentation to be provided as part of the Services are to be presented in formats agreed with the Company. Reports and documentation are to be sent electronically to the Company or as otherwise specified by the Company in writing from time to time including as set out in the Call-off Contract.

**SCHEDULE 6: ACCESS**

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## 1. Definitions

1.1 The terms used in this Schedule 6 (Access) in regard to access have the following meanings:

"Access Subcategories" has the meaning defined by paragraph 1.3.1(I) of this Schedule 6 (Access).

"Access Manager" means the person designated by the Head of Access as the manager for access requests for particular works and who will act as the single point of contact for all access related matters.

"Accepted Access Plan" is the latest Access Plan applied for by the Applicant and accepted by the Company in RailSys and supersedes any Access Plans previously accepted in RailSys. The Accepted Access Plan attached at Appendix 2 hereto is the Accepted Access Plan at the date of this Contract.

"Access Plan" means the access plan prepared by the Applicant within RailSys.

"Applicant" means the Company's Representative for Major Closures and Minor Closures and the Supplier for all other access requirements.

"Application to Work Form" means the form contained in Appendix 4 to this Schedule 6 (Access).

"Emergency Access" has the meaning defined by paragraph 1.3.1(E) of this Schedule 6 (Access).

"Engineering Hours" means the term applying to the running line and is described as being when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LUL Rule Book 17 for the definition of Engineering Hours).

"Engineering Notice" means a publication produced and circulated within LUL at short notice containing details of engineering works, special current arrangements, engineers' possessions and engineers' trains and similar activities not included in the Traffic Circular.

"Engineering Look Ahead Notice" means a draft publication produced and circulated by LUL providing a week-view of items that, at that time, are planned to be published on the Engineering Notice for a specific shift.

"Exclusive Access" has the meaning defined by paragraph 1.3.1(D) of this Schedule 6 (Access).

"Head of Access" means the person responsible for managing access to the LUL infrastructure for works. This role includes but is not limited to the responsibility for the publication of safety documentation.

"Incident Officer" means the senior LUL operating officer responsible for managing an incident.

"Latest Request Date" means the last date an access request can be made in line with a given timescale.

"L&E Closures" has the meaning defined by paragraph 1.3.1(H).

"Local Station Access Arrangement Reference Files" means the files published by the Head of Access detailing where work may potentially be undertaken on Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and Station opening and closing hours.

"LUL Rule Books" are the rule books covering the operation of trains and Stations and accessing the Track.

"Major Closure" has the meaning defined by paragraph 1.3.1(F) of this Schedule 6 (Access).

"Minor Closure" has the meaning defined by paragraph 1.3.1(G) of this Schedule 6 (Access).

"Network Rail Interface Locations" means locations on the TfL Network where Network Rail infrastructure interfaces with TfL infrastructure including but not limited to the location identified in Appendix 9 to this Schedule 6 (Access).

"Nightly Engineering Protection Arrangements (NEPA)" means a publication produced and circulated within LUL at short notice containing details of safety related material for engineering works and engineer's trains and vehicles.

"Night Tube" means the provision a 24 hour revenue service.

"Night Tube Running Period" means nominally the period between 21:00hrs Friday night and 06:00hrs Sunday morning.

"Night Tube Sections" means the sections of the Underground Network which provide Night Tube. The applicable sections of the Underground Network are:

- a) the Central Line route between and including Hainault, Loughton and Ealing Broadway stations (no Night Tube outside of this route);
- b) the Jubilee Line entire network;
- c) the Northern Line route between and including High Barnet, Edgware and Morden Stations via the Charring Cross Branch (no Night Tube outside of this route);
- d) the Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 stations (no Night Tube outside of this route);
- e) the Victoria Line entire network.

"Non-Restrictive/Exclusive Access" has the meaning defined by paragraph 1.3.1(B) of this Schedule 6 (Access).

"Operational Managers" means Area Managers - Stations and Train Operations Managers.

"Operational Assurance" means an Operational Assurance Notification made to LUL in

accordance with the requirements of Standard S1538 (A11) (Assurance) and is incorporated in to an access request in RailSys.

"Pre-Closure Request Meeting" means a meeting to discuss the viability of a proposed closure request.

"Possession Meeting" means a meeting to discuss the viability of a proposed Track possession.

"Published" means, (i) in respect of Restrictive and Exclusive Track access, that the works need to be notified in the Engineering Look Ahead Notice; the Engineering Notice and the Nightly Engineering Protection Arrangements (NEPA) Notice and (ii) in respect of Restrictive and Exclusive Stations access, the works need to be notified in the Station Works Plan.

"Restrictive Access" has the meaning defined by paragraph 1.3.1(C) of this Schedule 6 (Access).

"RailSys" means the access booking system for all engineering work on the stations and track. RailSys is a geographical interface where Access Plans and Track access requests are made.

"Self Service Access" has the meaning defined by paragraph 1.3.1(A) of this Schedule 6 (Access).

"Specialist Protection" means all protection arrangements in addition to the Suppliers SPC (with dual protection qualifications) including but not limited to possession masters; protection resources to implement possession protection arrangements; staff to isolate traction current, technical officers to implement a set of protection arrangements and protection on Network Rail Infrastructure.

"Stations" means areas to which LUL Rule Book 10 applies including buildings, equipment or facilities designed to be used by customers to access or leave a train.

"Track" means areas to which LUL Rule Book 17 applies including track, tunnels, embankments and other line side infrastructure.

"Traffic Circular" means the weekly Traffic Circular which contains diverse information such as, infrastructure changes, train service changes, events affecting LUL, notification of restrictions to LU operations and operational communications.

"Traffic Hours" means the term applying to the running line and is described as being when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref LUL Rule Book 17 for the definition of Traffic Hours).

"Underground Network" means the Company's railway network and includes all surface, sub-surface and deep tube lines.

"Work Request" means the work request e-form provided on the Company's access booking portal and which is completed by the Applicant to reflect the Access Plan and requirements for plant and equipment (including engineering trains) and specialist protection.

"Working Time" means a period of agreed access (including closures) in either Traffic

Hours or Engineering Hours.

## **2. The Access Plan**

- 2.1 The Access Plan shall be prepared by the Applicant in RailSys, where an electronic template guides the Applicant to describe what work is to take place, where and when work is planned to take place in the delivery of the Services. This is information displayed on the geographical interface.
- 2.2 RailSys will pre-populate parts of the subsequent access requests associated with each Accepted Access Plan.
- 2.3 When preparing the Access Plan, the Supplier shall ensure that the available Working Time is used efficiently and shall take account of the following in the access planning process:
- (A) the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Supplier obtaining the appropriate storage licences);
  - (B) the optimisation of Working Time if the work can be carried out in Traffic Hours;
  - (C) the minimisation of the number and duration of closures;
  - (E) the utilisation and extension of existing planned closures;
  - (F) the hours/shifts/days in the week required to be worked in order to comply with the Sub-Project Programme;
  - (G) the timescales for booking access and closures defined in paragraph 1.4;
  - (H) the sharing of access with Others and the minimisation of disruption of the work of Others;
  - (I) if the productivity of Engineering Hours working can be increased, safely, by completing the clearance of workers, materials tools and equipment tools in Traffic Hours and supports plans with method statements detailing appropriate measures for the protection of the public;
  - (J) the maximisation of working time during Engineering Hours when accessing the Track through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Track immediately on confirmation of traction current being turned off);
  - (K) a minimum call back time of 20 (twenty) minutes for Track access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is stated in Appendix 3 of this Schedule 6 (Access);

(L) any limitation on Engineering Hours specific to the work  
stated by the Company in Appendix 3 of this Schedule 6 (Access);

(M) the time required for the Supplier to ensure the worksite is left clean and safe;  
and

(N) the Night Tube.

2.4 Should the Supplier need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the booked access types), the Supplier shall amend the Access Plan accordingly within RailSys..

2.5 The Applicant shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Company by means of the geographical interface provided in RailSys. The Supplier shall also monitor the following publications:

(A) Engineering Look Ahead Notice;

(B) Engineering Notice;

(C) Nightly Engineering Protection Arrangements (NEPA); and

(D) Traffic Circular.

2.6 The indicative publication timescales (in advance of proposed work) for the above notices are as provided in Appendix 6

2.7 In the event that the Supplier attends any of the Sites and access is not provided by the Company in accordance with the Accepted Access Plan the Supplier shall complete the "Cancelled or Delayed/Curtailed Access Form" contained in Appendix 7 of this Schedule 6 (Access).

2.8 The completion of a "Cancelled or Delayed/Curtailed Access Form" in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the RailSys number) are all condition precedents in respect of any entitlement to apply for a Relief Event.

### 3. Types of Access

3.1 Summarised below are the types of access that the Supplier's Access Plan shall be based upon. In preparing the Access Plan, the Supplier shall select the type of access required for the works. The Applicant shall consult with the Access Manager as to the appropriateness of the selection as set out in the Access Plan. The Access Manager's decision as to the types of access and closures which can be used in the formulation of the Access Plan is final and binding.

(A) **Self Service Access**

Self Service Access is a category of access for undertaking non-exclusive and non-restrictive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track. The RailSys number is valid for only one access event at one location. It can be raised at short notice and the RailSys number is instantly raised without the need for approval.

Self Service Access is not Published.

**(B) Non-Restrictive/Exclusive Access**

Non-Restrictive/Exclusive Access is a category of access for undertaking non-restrictive and non-exclusive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track.

The Supplier shall clearly define the area covered by a Non-Restrictive/Exclusive Access request and shall limit the area to the minimum required to deliver the Works.

Non-Restrictive/Exclusive Access does not need to be Published.

**(C) Restrictive Access**

Restrictive Access is a category of access that places a restriction on what can take place within a particular worksite and where the restriction will apply to all parties attempting to work that particular shift.

The Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that the granting of Restrictive Access would have on the network and other work streams. Restrictive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier shall clearly define the area covered by a Restrictive Access request and restricts the area to the minimum required to deliver the works, and shall avoid unduly impeding the work of Others.

Restrictive Access will need to be Published.

**(D) Exclusive Access**

Exclusive Access is a category of access that prohibits any party not directly involved in the Works (for which Exclusive Access has been booked) from working in that worksite.

The Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that granting Exclusive Access would have on the Underground Network and other work streams. Exclusive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier shall clearly define the area covered by an Exclusive Access request and restricts it to the minimum area required to deliver the works and

shall avoid unduly impeding the work of Others.

Exclusive Access will need to be Published.

**(E) Emergency Access**

Emergency Access is access required to deal with an Incident as defined in Rule Book 2, or is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger services. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

**(F) Major Closures**

A Major Closure can be classified as any planned disruptive work which results in any LUL service being unavailable between 0600 and 2100 on a weekday (excluding Bank Holidays).

**(G) Minor Closures**

A Minor Closure can be classified as any planned disruptive work, apart from L&E Closures (defined below) which results in any LUL services being unavailable outside the hours of 0600 and 2100 on a weekday (excluding Bank Holidays) or at any other time at Weekends and Bank Holidays (including the Night Tube Period for work with the Night Tube Sections).

**(H) L&E Closures**

Lift & Escalator Closures are closures of lifts, escalators, travelators, fixed stairways, routeways or cross-passageways which can be accommodated without requiring a Station or platform to be closed.

The Applicant shall liaise with the Access Manager to review the impact of the requested L&E Closure in the context of any other concurrent Underground Network closures. Where the Applicant is the Supplier, the Company's Representative may also participate in such liaison.

**(I) Access Subcategories**

Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 8 of this Schedule 6 (Access) and a description of the typical work to which they apply, such a track possession, is also provided in order to assist the Applicant in identifying the type of access applicable to particular works.

3.2 For all closure requests the Applicant shall attend a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request is submitted by the Applicant for approval. Where the Applicant is the Supplier, The Company's Representative may attend such meetings.

3.3 Where the Company's Representative and Supplier agree a proposed closure has business justification, the Applicant shall confirm with the Access Manager the acceptability of such closure. Where the Access Manager confirms that the proposed closure dates are not acceptable the Applicant shall liaise with the Access Manager to identify alternative closures that are as near as possible and equivalent to the closures originally proposed by the Supplier. Where the Applicant is the Supplier, the Company's Representative may also participate in such liaison. The Access Manager's decision as to the acceptability of a proposed closure or proposed alternative closures is final and binding.

3.4 The Access Manager may reject proposed closures on, including (without limitation) the grounds that if granted it would unduly limit journey opportunities. By way of guidance, and without limitation, examples of such a limitation of journey opportunities are:

- (A) a closure of a central London Station during a seasonal event,
- (B) a closure of a key Station for access to a popular one-off event during the period of the event,
- (C) a closure of a key branch for access to airport terminals during a peak travel weekend, or
- (D) a closure of part of a line when there is a concurrent closure on the only alternate line during an abnormally busy period.

Similarly a closure request may be rejected where it is considered that the level of disruption caused is not justifiable given the nature and the scope of the works.

#### 4. Time Scales for Booking Access and Closures

4.1 In preparing an Access Plan the Supplier shall make allowance for the minimum booking periods for the applicable access and closure types, as listed in the following table:

Type	Applicable to:			
	Station Access	Track Access	Working Time in	
			Engineering Hours	Traffic Hours
Self Service Access	Yes (0)	Yes (0)	Yes	Yes
Non-Restrictive/ Exclusive Access	Yes (14)	Yes (14)	Yes	Yes