

Facilities Management Contract

between

TRANSPORT FOR LONDON or TfL
as Company

and

TELENT TECHNOLOGY SERVICES LIMITED
as Supplier

For the supply of facilities management and related services across TfL

Contract Reference Number TfL-01230: FM Bundle 1 – Technical Facilities Management Services (Communications, CCTV, Access Control and Security Systems)

Volume 1

The Contract documents are contained in two volumes. The contents of each are as follows:

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THIS CONTRACT is made on 12 AUGUST 2019

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; and
- (2) **Talent Technology Services Limited** (the "Supplier"), a company registered in England and Wales under number 703317 and having its registered office at **Point 3, Haywood Road, Warwick CV34 5AH**

(each a "Party" and together the "Parties")

BACKGROUND

- (A) Pursuant to a notice published in the Official Journal of the European Union in August 2018 the Company invited expressions of interest from appropriately qualified organisations relating to the provision of the Services.
- (B) The Supplier has submitted proposals to the Company setting out how it will perform the Services as required by this Contract.
- (C) The Company has selected the Supplier as the most economically advantageous tenderer to perform the Services pursuant to this Contract.
- (D) Therefore, the Company has agreed to buy and the Supplier has agreed to perform the Services on the terms and conditions set out in this Contract.
- (E) This Contract may be utilised by the Company or any other member of the TfL Group.

THIS DEED WITNESSES as follows:

PART 1: INTERPRETATION

1. Definitions and Interpretation

- 1.1 In this Contract, the following definitions shall have the following meanings:

"Abatement" means the levying of abatements by the Company in accordance with paragraph 2 of Appendix 2 of Schedule 18 (Performance Measurement).

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of Schedule 5 (Dispute Resolution Procedure).

"Advance Works" means activities to be completed within a Budget Period which are in preparation for the physical delivery of future Released Upgrade Work Activities including but not limited to advance purchasing of materials or equipment and onsite enabling works to be delivered and managed by the Integrated Team and in respect of Budget Period One are as set out in Schedule 1 (Contract Data).

"Affected Party" means the Party affected by a Force Majeure Event.

"Affiliate" means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and

“subsidiary” shall have the meaning given to them in section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded.

“Applicable Laws” means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity) at any time or from time to time in force in the United Kingdom and which are or may become applicable to this Contract, any agreement or document referred to in this Contract, or for the carrying out of the Services.

“Applicable Portion” means a fraction calculated by dividing the number of Periods from the commencement of the Budget Period to the date of calculation of the Price for Integrated Team Services Provided to Date by the total number of Periods in the Budget Period. For the avoidance of doubt the fraction so calculated shall not exceed one (1).

“Asset Management System” means the systems set out in Schedule 11 (Project Processes).

“Available” means in relation to the relevant Services:

- (A) the Services comply with the Standards;
- (B) the Services are safe and fit for use;
- (C) there are no foreseeable hazards to the use of the Services except insofar as a risk assessment has been carried out and any risk is expressly accepted by the Company; and
- (D) the Services are readily accessible and operable by the Company.

“Baseline Programme” means the programme provided by the Supplier which shows the order and sequencing of the Released Upgrade Work Activities. The Baseline Programme may be varied from time to time by the Company subject to the terms and conditions of the Contract or otherwise by agreement in writing between the Supplier and the Company. The latest programme accepted by the Company's Representative in accordance with paragraph 7 of Schedule 11 (Project Processes) supersedes previous programmes. At the Commencement Date the accepted Baseline Programme is contained in Schedule 1 (Contract Data).

“Beyond Economic Repair” means

- (a) the projected cost of repair of a repairable or replaceable component in any asset exceeds 60% (sixty percent) of the replacement cost of that asset; or
- (b) the repair of a repairable or replaceable component in any asset offers limited additional operational life such that having regard to the cost involved such repair does not represent good value.

"Benchmark Upgrade Work Activity Breakdowns" means the Upgrade work Activity breakdowns tendered by the Supplier and set out in Schedule 1 (Contract Data) in response to the example Upgrade Work Activities provided as part of the Invitation to Tender.

"Budget Periods" are defined as:

Budget Period	Start	Finish	Duration
One	01/01/2020	31/03/2021	15 Periods 4 days
Two	01/04/2021	31/03/2022	13 Periods
Three	01/04/2022	31/03/2023	13 Periods
Four	01/04/2023	31/03/2024	13 Periods
Five	01/04/2024	31/03/2025	13 Periods
Six	01/04/2025	31/03/2026	13 Periods
Seven	01/04/2026	31/03/2027	13 Periods

"Business Continuity Plan" means the plan prepared by the Supplier and delivered to the Company's Representative in accordance with Schedule 10 (Contract Management).

"CDM Regulations" means the Construction (Design and Management) Regulations 2015.

"Cessation Plan" means a plan agreed between the Parties or determined by the Company in accordance with Clause 75.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

"Change of Control" when applied to any person, shall be treated as occurring if any other person, or any other persons who together at the date of this Contract, Control such person subsequently ceases or together cease to Control it or if after the date of this Contract any person, or persons together, which did not have Control of that person at the date of this Contract but at any time thereafter acquire(s) Control of that person.

[REDACTED]

"Commencement Date" means the date specified as such in Schedule 1 (Contract Data).

"Commencement Notice" means the notice issued by the Company's Representative confirming that the Supplier should proceed with delivery of the Services relating to an approved Integrated Team Work Plan.

[REDACTED]

"Company Party" means an officer, agent, contractor, employee or sub-contractor (of any tier) of the Company acting in the course of his office or employment or appointment (as appropriate), but excluding the Supplier and any Supplier Party.

"Company Personnel" means staff supplied (including the Company's Representative) by the Company or any member of the TfL Group to undertake roles detailed on the Integrated Team Chart.

"Company's Representative" means the person appointed by the Company and named as such in Schedule 1 (Contract Data) and such replacement notified in writing by the Company to the Supplier from time to time.

"Compensation Event" has the meaning set out in Clause 28.1 of this Contract.

"Competency Management and Training Plan" means the plan to be provided by the Supplier to the Company's Representative in accordance with paragraph 3.4(B) of Schedule 10 (Contract Management).

"Competent Authority" means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the Parties in connection with the performance of this Contract.

"Completed ICIE Initiative" means those ICIE Initiatives completed by the Supplier in accordance with the processes set out in Schedule 19 (Innovation, Continuous Improvement and Efficiency).

"Confidential Information" means any information given orally or in writing which is a trade or business secret or method; technical know-how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company's obligations in accordance with

sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a Party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

"Consequential Loss" means in relation to a breach of this Contract or other circumstances in which a Party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach and whether or not the Party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach.

"Contract" means this contract made between the Company and the Supplier.

"Contract Information" means (i) this Contract in its entirety (including from time to time agreed changes to this Contract) and (ii) data extracted from the invoices submitted pursuant to Schedule 3 (Payment) which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

"Contract Management Groups" means the groups set out in Table 1 (Contract Management Groups) of Schedule 10 (Contract Management).

"Contract Management Plan" means the plan described in paragraph 2 of Schedule 14 (Mobilisation).

"Contract Reference Number" means the number shown on the front page of this Contract.

"Contract Variation Procedure" means the procedure set out in Part A of Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services).

"Contractual Documentation" means all documentation and information agreed to be delivered by the Supplier in accordance with this Contract including without limitation 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 Contract.

"Control" means, in relation to a body corporate, the ability of a person (or any persons acting together) to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person (or those persons), and a person (or persons) shall be deemed to have Control of a body corporate (amongst other things) if, directly or indirectly, that person possesses or is entitled to acquire (or those persons possess or are entitled to acquire): (i) the majority of the issued share capital in that body corporate; or (ii) the majority of the voting rights in that body corporate; or (iii) the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding-up; or (iv) the right to appoint a majority of the directors to the board of that body corporate, and **"Controlling"**, **"Controlled"** and **"Controller"** shall be construed accordingly.

"Core Group" means the core group referred to in paragraph 2.4(A) of Schedule 10 (Contract Management) and more generally referred to in paragraph 2 of Schedule 10 (Contract Management).

"Data Protection Legislation" means:

- (A) any legislation from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (B) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation");
- (C) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data (as such terms are defined in section 1(1) of the Data Protection Act 1998); and
- (D) any statutory codes of practice issued by the Information Commissioner's Office of the United Kingdom in relation to such legislation.

"Declaration of Ineffectiveness" means a declaration of ineffectiveness in relation to this Contract made by a court of competent jurisdiction in accordance with Regulation 98(2)(a) or Regulation 103(3) of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

"Defect" means a failure by the Supplier to provide the Services or any part of the Services in accordance with the Specification, the relevant Launched Upgrade Work Activity Specification, a Team Work Plan and/or any relevant Stage 5 Notice for a Launched Upgrade Work Activity and the requirements of this Contract (including a reduction in the quality, condition, appearance or performance of the Services).

"Defects Certificate" means, in relation to each Team Work Plan and each Launched Upgrade Work Activity, a list of Defects which the Supplier has not corrected which:

- (A) the Supplier finds before the Defects Date in respect of each Launched Upgrade Work Activity included in that Team Work Plan; or
- (B) the Company finds before the Defects Date in respect of each Launched Upgrade Work Activity included in that Team Work Plan and notifies the Supplier of in accordance with this Contract; or
- (C) if there are no such Defects, a statement by the Company's Representative that there are no Defects.

"Defect Correction Period" has the meaning set out in Clause 7.2 (N) of this Contract, subject to adjustment in accordance with Clause 7.2 (R) of this Contract.

"Defects Date" has the meaning set out in Clause 7.2 (J) of this Contract.

"Defined Cost" means:

- (A) the amount of payments due from the Supplier to any sub-contractors for work which is sub-contracted as more particularly detailed in Part B (Schedule of Defined Cost Components) of Schedule 3 (Payment); and
- (B) the cost of components detailed in Part B (Schedule of Defined Cost Components) of Schedule 3 (Payment) for other work

less Disallowed Cost.

"Delay Damages" means the rate per calendar day as identified in accordance with this Contract and stated on each Stage 5 Notice for a Launched Upgrade Work Activity.

"Delivered into Service" means the Supplier has achieved all of the following for the relevant Services:

- (A) all documentation (manuals/records data outputs etc.) reasonably necessary to enable the Company to operate and/or maintain the Services have been delivered to the Company;
- (B) all Standards have been complied with;
- (C) all statutory and regulatory approvals have been obtained, provided that the Company exercises its statutory and regulatory powers to assist the Supplier to obtain such approvals but only:
 - (1) to the extent the Company is able; and
 - (2) where the Supplier provides all information and satisfies all obligations and otherwise establishes to the satisfaction of the Company that any such application for statutory and/or regulatory approval can properly be made; and
- (D) all relevant Company Personnel have been trained as required by the Specification, the Maintenance Renewal Services Instruction, the Launched Upgrade Work Activity Specification and/or the Stage 5 Notice for each Launched Upgrade Work Activity.

"Delivery Unit" means each of the following:

- (A) LUL - Asset Operations;
- (B) LUL - Power Delivery;
- (C) TfL Corporate - Head Offices;
- (D) TfL Corporate – London Transport Museum; and
- (E) Surface – Asset Operations;

and "Delivery Units" means every Delivery Unit.

"Demobilisation Plan" means the demobilisation plan referred to in paragraph 2.1 of Schedule 15 (Demobilisation).

“Detail Design Information” means all design information prepared by the Supplier and submitted for approval by the Supplier at Stage Gate 4 and in respect of which approval of the Stage Gate has been awarded including, but not limited to drawings; specifications; lists of applicable standards, derogation approvals; equipment schedules; method statements and the like.

“Disallowed Cost” means any Supplier's cost which the Company's Representative decides:

A horizontal bar chart consisting of 15 bars. Each bar is a solid black rectangle. A small black square is positioned at the left end of each bar. The bars are of varying lengths, with the longest bar extending to the far right of the chart area. The bars are arranged in a single row, with a small gap between the end of one bar and the start of the next.

A bar chart illustrating the percentage of the population aged 15-24 in each entity (State or DC) who are not in school and not working. The x-axis represents the percentage, ranging from 0% to 20% in increments of 2%. The y-axis lists the entities. The bars are solid black with white outlines.

Entity	Percentage
Alabama	18.2%
Alaska	17.8%
Arizona	17.7%
Arkansas	17.6%
California	17.5%
Colorado	17.4%
Connecticut	17.3%
Delaware	17.2%
Florida	17.1%
Georgia	17.0%
Hawaii	16.9%
Idaho	16.8%
Illinois	16.7%
Indiana	16.6%
Iowa	16.5%
Kansas	16.4%
Louisiana	16.3%
Maine	16.2%
Maryland	16.1%
Massachusetts	16.0%
Michigan	15.9%
Minnesota	15.8%
Mississippi	15.7%
Missouri	15.6%
Montana	15.5%
Nebraska	15.4%
Nebraska	15.3%
North Carolina	15.2%
North Dakota	15.1%
Ohio	15.0%
Oklahoma	14.9%
Oregon	14.8%
Pennsylvania	14.7%
Rhode Island	14.6%
South Carolina	14.5%
South Dakota	14.4%
Tennessee	14.3%
Texas	14.2%
Utah	14.1%
Vermont	14.0%
Virginia	13.9%
Washington	13.8%
West Virginia	13.7%
Wisconsin	13.6%
District of Columbia	13.5%

“Disclosed Data” means information relating to the provision of the Services disclosed to the Supplier and its shareholders and advisers before the date of this Contract including the Invitation to Tender.

"Dispute" has the meaning given to that term in Clause 64.

“Documentation” means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier in the performance of this Contract and whether in paper form or stored electronically [REDACTED]

Emergency means an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services.

"End to End Process" means the process of delivering work activities from the start of Pathway Stage 2 (feasibility) to the end of the Pathway Stages as more particularly described in paragraph 3 of Schedule 11 (Project Processes).

“Environmental Claim” means receipt by the Company in connection with any pollution or contamination of the environment of:

(A) any written claim, demand, suit or notice from a third party, including a Regulatory Authority ("Regulatory Authority" means any government entity or other public or quasi-public authority or privatised utility having responsibility

for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or

(B) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily).

“Environmental Law” means all and any laws, including common law, legislation, codes of practice, notices, judgments, decrees, Regulations, applicable clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the work place.

“Escalation Procedure” has the meaning given to it in paragraph 8 of Schedule 18 (Performance Measurement).

"Estimate Assurance Review" or "(EAR)" means the forum at which the Supplier is required to present to the Company's Representative the latest cost estimate for each Released Upgrade Work Activity.

“ETI Base Code” means the ethical trading initiative base code set out in Appendix 1 (The ETI Base Code) to Schedule 17 (Responsible Procurement) of the Contract.

“Excepted Liabilities” means the liability of the Supplier for:

Term	Percentage
GMOs	75
Organic	95
Natural	90
Artificial	60
Organic	85
Natural	80
Artificial	65
Organic	92
Natural	88
Artificial	70
Organic	98
Natural	92
Artificial	75
Organic	82
Natural	78
Artificial	62
Organic	88
Natural	82
Artificial	68

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Existing Contracts means any and all contracts, whether current, expired or terminated, pursuant to which goods or services have been supplied or provided by the Supplier (in the capacity of contractor or sub-contractor) to the Company or any member of the TfL Group.

Expiry Date means the date specified as such in Schedule 1 (Contract Data), as may be extended pursuant to the provisions of Clause 2.2.

Fees means the Maintenance Services Fee, any Upgrade Work Activity Fee and the Integrated Team Fee and **Fee** means any one of them

Fee Percentage means the applicable fee percentages (applied to the Maintenance Services Fee, the Integrated Team Fee and any Upgrade Work Activity Fee for Released Upgrade Work Activities as set out in Schedule 1 (Contract Data)).

Final Warning Notice has the meaning given to it in Clause 43.3.

Financial Year means 1st April to 31st March each year or any other 12 month period as defined by the Company.

Force Majeure Event means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a Party affected by such an event or circumstances and which have an adverse effect on the Party affected by such an event or circumstances and such Party's ability to perform its obligations under this Contract and is not an event or circumstances (i) whose effect the Party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under this Contract or (ii) which the Party affected by such an event could reasonably have avoided or provided against:

- (A) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, civil unrest, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority; or
- (B) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

GLA Act means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time from a skilled, competent and experienced contractor seeking in good faith to comply with all its contractual obligations and all Applicable Laws (whether or not binding on the Company), and engaged in the same type of undertaking and under the same or similar circumstances as those envisaged by this Contract.

"Greater London" has the meaning ascribed to it in the GLA Act.

"Guarantor" means Telent Limited (company number 00067307).];

"Health and Safety Management Plan" means the Supplier's health and safety plan set out in Appendix 2 to Schedule 16 (Health, Safety, Quality and Environmental Requirements) as amended from time to time.

"Health, Safety, Quality and Environmental Plan" means the plan or plans prepared by the Supplier in accordance with Schedule 16 (Health, Safety, Quality and Environmental Requirements).

"HGCRA" means the Housing Grants, Construction and Regeneration Act 1996 (as amended).

"ICIE Initiatives" means those initiatives set out in the ICIE Initiative Plan and "ICIE Initiative" means any one of them.

"ICIE Initiative Plan" means the plan set out in Appendix 1 (ICIE Initiative Plan) to Schedule 19 (Innovation, Continuous Improvement and Efficiency).

"ICIE Initiative Sponsor" means the individual identified by the Company's Representative pursuant to paragraph 2.3.1a of Schedule 19 (Innovation, Continuous Improvement and Efficiency).

"ICIE Review Form" means the form set out in Appendix 2 (ICIE Review Form) of Schedule 19 (Innovation, Continuous Improvement and Efficiency).

"ICIE Review Meeting" means the meeting between the Company and the Supplier to discuss the on-going achievement of ICIE Initiatives and which takes place on a bi-annual basis.

"ICIE Review Process" means the process set out in paragraph 2.3 of Schedule 19 (Innovation, Continuous Improvement and Efficiency).

"ICIE Status Report" means the report to be produced by the Company's Representative on a Quarterly basis and which sets out the Working ICIE Initiatives and the Completed ICIE Initiatives.

"ICIE Target" has the meaning given to it in paragraph 3.1 of Schedule 19 (Innovation, Continuous Improvement and Efficiency).

"Infrastructure Manager" has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

“Integrated Team” means the team defined in paragraph 3.2 of Schedule 12 (Integrated Team).

“Integrated Team Budget” means the total funding made available for all costs associated with the running and operation of the Integrated Team including Defined Cost and the Integrated Team Fee and in respect of Budget Period One is the team budget contained in Schedule 1 (Contract Data).

“Integrated Team Budget Breakdown” means the breakdown provided in accordance with paragraph 8.2.5 of Schedule 11 (Project Processes) and in respect of Budget Period One is the approved Integrated Team Budget Breakdown contained in Schedule 1 (Contract Data).

“Integrated Team Chart” means the organisational chart pertaining to each accepted Integrated Team Work Plan defining the roles to be performed by Company Personnel and the Supplier Personnel within the Integrated Team. The chart defines the maximum headcount and the Supplier Personnel recoverable on a Defined Cost basis as part of the Principal Upgrade Team.

“Integrated Team Fee” means the fixed non-adjustable amount of fee being the applicable Fee Percentage of the total of the Defined Cost for the Integrated Team Services as accepted by the Company by the issue of a Commencement Notice for each Budget Period.

“Integrated Team Requirements” means the document(s) provided by the Company setting out the available funding and the activities to be undertaken by the Integrated Team in each Budget Period including:

- (A) the Integrated Team Budget;
- (B) the proposed Integrated Team Chart;
- (C) the TfL Supplied Resources;
- (D) the Strategic Plan;
- (E) new Released Upgrade Work Activities;
- (F) the Upgrade Work Activity Maximum Budget for each newly Released Upgrade Work Activity;
- (G) proposed Advance Works;
- (H) the Released Upgrade Work Activity Scope and Purpose for each newly Released Upgrade Work Activity; and
- (I) the target approval dates for Released Upgrade Work Activities Stage 5 Notices.

“Integrated Team Services” means the services set out in paragraphs 3.5 and 3.6 of Schedule 12 (Integrated Team).

"Integrated Team Work Plan" means the plan prepared, supported, approved or deemed approved in accordance with paragraph 8 of Schedule 11 (Project Processes) comprising the following documents :

- (A) the Integrated Team Chart;
- (B) the Integrated Team Budget Breakdown;
- (C) the confirmed Advance Works; and
- (D) the Baseline Programme.

"Integrated Team Work Plan Completion" means that the Company's Representative has notified the Supplier that the Supplier has:

- (A) done all work which the Integrated Team Work Plan states the Supplier is to carry out by the Integrated Team Work Plan Completion Date; and
- (B) corrected notified Defects in respect of that Integrated Team Work Plan which would have prevented the Company from issuing a Stage 5 Notice for a Released Upgrade Work Activity.

"Integrated Team Work Plan Completion Date" means the last day of the Budget Period to which the Integrated Team Work Plan relates.

"Intellectual Property Rights" means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

"Interest Rate" means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1 (Contract Data).

"Invitation to Tender" or "ITT" means the invitation to tender issued on 30th October 2018 through the TfL e-tendering portal under OJEU ID: 2018/S 146-335347.

"IPR Register" means the register prepared in accordance with paragraph 12 of Schedule 11 (Project Processes).

"Key Personnel" means Supplier Personnel identified as such in Schedule 1 (Contract Data) and any changes to the same that are made in accordance with Clause .30

"KPIs" has the meaning given to it in paragraph 1.3 of Schedule 18 (Performance Measurement) and "KPI" means any one of them.

"Launched Upgrade Work Activity" means a Released Upgrade Work Activity in respect of which the Company's Representative has issued a Stage 5 Notice and "Launched Upgrade Work Activities" means every Launched Upgrade Work Activity.

"Launched Upgrade Work Activity Completion" means that the Company's Representative has notified the Supplier that the Supplier has:

- (A) done all the work which the Specification, Launched Upgrade Work Activity Specification and the Stage 5 Notice for the Launched Upgrade Work Activity states the Supplier is to carry out in respect of that Launched Upgrade Work Activity by the relevant Launched Upgrade Work Activity Completion Date;
- (B) done all the work necessary in respect of that Launched Upgrade Work Activity for the Services forming part of the Launched Upgrade Work Activity to be Available and Delivered into Service; and
- (C) corrected notified Defects in respect of that Launched Upgrade Work Activity which would have prevented the Company from using the Services forming part of the Launched Upgrade Work Activity.

"Launched Upgrade Work Activity Completion Date" means, in respect of each Launched Upgrade Work Activity, the completion date for the relevant Launched Upgrade Work Activity set out in the Launched Upgrade Work Activity Programme.

"Launched Upgrade Work Activity Programme" means the programme(s) provided by the Supplier and accepted by the Company's Representative by issue of a Stage 5 Notice. The Launched Upgrade Work Activity Programme may be varied from time to time subject to the terms and conditions of this Contract or otherwise by agreement in writing between the Supplier and the Company's Representative. The latest programme accepted by the Company's Representative in accordance with paragraph 7 of Schedule 11 (Project Processes) supersedes the previous applicable programme.

"Launched Upgrade Work Activity Specification" means the description of the services and works to be provided by the Supplier in relation to a Launched Upgrade Work Activity in accordance with this Contract and comprising the Stage 5 Documents issued by the Supplier and accepted by the Company under the Stage 5 Notice in relation to the Launched Upgrade Work Activity.

"Launched Upgrade Work Activity Target Cost" means for each Launched Upgrade Work Activity the target cost prepared by the Integrated Team and accepted by the Company's Representative by issuing a Stage 5 Notice and is fully inclusive of all Defined Cost and Upgrade Work Activity Fee as may later be adjusted by the provisions of this Contract.

"Launched Upgrade Work Activity Target Cost Breakdown" means the target cost breakdown for each Launched Upgrade Work Activity and which breakdown is fully inclusive of all Defined Cost and the Upgrade Work Activity Fee.

"London Living Wage" means the basic hourly wage (before tax, other deduction and any increase for overtime) as may be revised from time to time by the Mayor or any other relevant Competent Authority.

"Losses" means any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments incurred by the Company, its employees or agents (which, for the avoidance of doubt, shall include a Replacement Employer).

"LUL" means London Underground Limited (company number 01900907).

"Maintenance Plan" means the plan of Planned Maintenance Services activities for each Budget Period that is provided by the Supplier and accepted by the Company's Representative. The Maintenance Plan may be varied from time to time in accordance with the Contract or otherwise by agreement in writing between the Supplier and the Company. The latest plan accepted by the Company's Representative in accordance with paragraph 6 of Schedule 11 (Project Processes) supersedes the previous applicable plan. At the Commencement Date the accepted Maintenance Plan for Budget Period One is contained in Schedule 1 (Contract Data).

"Maintenance Renewal Services" means the replacement (where Beyond Economic Repair), repair or refurbishment of an asset on a 'like for like' basis and that is not Maintenance Services (excluding for the purpose of this definition, Maintenance Renewal Services) or a Released Upgrade Work Activity and which is subject to a Maintenance Renewal Services Instruction.

"Maintenance Renewal Services Completion" means that the Company's Representative has notified the Supplier that the Supplier has:

- (A) done all the work which the Specification and the Maintenance Renewal Services Instruction states the Supplier is to carry out in respect of those Maintenance Renewal Services in accordance with the Contract by the relevant Maintenance Renewal Services Completion Date;
- (B) done all the work necessary in respect of the Maintenance Renewal Services for the Maintenance Renewal Services to be Available and Delivered into Service; and
- (C) corrected notified Defects in respect of the Maintenance Renewal Services which would have prevented the Company from using the Services.

"Maintenance Renewal Services Completion Date" means, in respect of any Maintenance Renewal Services instructed by a Maintenance Renewal Services Instruction, the completion date for the relevant Maintenance Renewal Services set out in the Maintenance Renewal Services Instruction. For the avoidance of doubt the Maintenance Renewal Services Completion Date can be no later than the Expiry Date.

"Maintenance Renewal Services Instruction" means an instruction to proceed with Maintenance Renewal Services pursuant to paragraph 2.1(A) of Part B of Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services).

"Maintenance Services" means Planned Maintenance Services, Reactive Maintenance Services, Spares Maintenance Services, Software Maintenance Services, Third Party Maintenance Support Services, Managed CCTV Download Services, Obsolescence Management Services and Maintenance Renewal Services.

"Maintenance Services Maximum Cost" means 105% of the Maintenance Services Target Cost for the relevant Budget Period.

"Maintenance Services Fee" means the amount calculated by applying the applicable Fee Percentage to the total of the Defined Cost for Maintenance Services in each Budget Period.

"Maintenance Services Target Cost" means the amount set out in Part C (Target Costs and Other Pricing Information) of Schedule 3 (Payment), the components of which are set out in Part B (Schedule of Defined Cost Components) of Schedule 3 (Payment), each as may be later adjusted in accordance with the provisions of Clause 15 and Part D (Price Adjustment for Inflation) of Schedule 3 (Payment) and is fully inclusive of all Defined Cost and Maintenance Services Fee.

"Maintenance Services Target Cost Breakdown" means the breakdown of the Maintenance Services Target Cost based on the quantities of Defined Cost plus the Maintenance Services Fee set out in Part C (Maintenance Services Target Cost and Other Pricing Information) of Schedule 3 (Payment), as may be later adjusted in accordance with the Contract.

"Managed CCTV Download Services" means the managed CCTV download service set out in section 3.8 of Schedule 2 (Specification).

"Mandatory Asset Information Deliverables" or "(MAID)" means the Company process for the use of suppliers in the provision of handover documentation to the Company.

"Mayor" means the person from time to time holding the office of Mayor of London as established by the GLA Act.

"Mobilisation Period" means the period from the Commencement Date to the Services Commencement Date.

"Mobilisation Plan" means the mobilisation plan referred to in paragraph 1.1 of Schedule 14 (Mobilisation).

"Mobilisation Works" means the activities set out in Schedule 14 (Mobilisation) and more particularly in the Mobilisation Plan.

"Necessary Consents" means any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Supplier's obligations under this Contract, including those required in order to comply with Applicable Laws, Standards or as a result of the rights of any third party.

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587).

"Notice to Proceed" has the meaning given to that term in Clause 47.2(B).

"Obsolescence Management Services" means the obsolescence management services set out in paragraph 3.9 of the Specification and in the Maintenance Plan.

"Occasion of Tax Non-Compliance" means:

- (A) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (1) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; and/or
 - (2) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent of similar regime; and/or
- (B) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

"Off Site Maintenance Team" means those of the Supplier Personnel set out in Appendix 5 to Schedule 1 (Contract Data).

"Off Site Maintenance Team Locations" means those locations advised by the Supplier and agreed by the Company in writing as being locations at the Suppliers premises at which Off Site Maintenance Team members are based in the delivery of the Services and the Supplier may apply for payment for Supplier Personnel on a Defined Cost basis.

"Operator" means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements.

"Others" means people or organisations who are not the Company, the Adjudicator, the Supplier, or any employee, Sub-Contractor or supplier of the Supplier.

"Pathway Process" means the Company's project delivery methodology which is designed to support the assured delivery of TfL's investment programme as more specifically described in Schedule 11 (Project Processes) and is comprised of the Pathway Stages.

"Pathway Stages" means the following:

Stage 0 (inception)

Stage 1 (outcome definition)

Stage 2 (feasibility)

Stage 3 (concept design)

Stage 4 (detailed design)

Stage 5 (delivery)

Stage 6 (project close).

"Payment Application" has the meaning given to it at paragraph 1.3.2 of Schedule 3 (Payment).

"Payment Assessment Date" means the dates as set out in Part F (Payment Assessment Dates) of Schedule 3 (Payment) in respect of Budget Period One and such further dates to be notified by the Company's Representative to the Supplier in respect of the other Budget Periods prior to commencement of those other Budget Periods.

"Period" means the Company's accounting periods as notified from time to time by the Company to the Supplier, each such Period being of between 25 and 32 days and one of 13 periods during the Company's Financial Year and "Periods" shall be construed accordingly.

[REDACTED]

[REDACTED]

[REDACTED]

"Persistent Breach" means a breach for which a Final Warning Notice has been issued, which has continued for more than ten (10) Working Days or recurred in three (3) or more months within the six (6) month period after the date on which such Final Warning Notice is served on the Supplier.

"Planned Maintenance Services" means the planned maintenance services set out in paragraph 3.3 of the Specification and in the Maintenance Plan.

"PMM" shall have the meaning given to it in paragraph 2.1 of Schedule 18 (Performance Measurement).

"Pre-Qualification Questionnaire" or "PQQ" means the pre-qualification questionnaire issued on 30th July 2018 through the TfL e-tendering portal under OJEU ID: 2018/S 146-335347 .

"Price for Integrated Team Services Provided to Date" means the amount of Defined Cost which the Supplier can demonstrate that it will have paid or incurred in accordance with this Contract in the provision of services relating to the Integrated Team and the Applicable Portion of the Integrated Team Fee.

"Price for Launched Upgrade Work Activities Provided to Date" means the amount of Defined Cost which the Supplier can demonstrate that it will have paid or incurred in accordance with this Contract in the provision of services relating to Launched Upgrade Work Activities plus the Upgrade Work Activity Fee.

"Price for Maintenance Services Provided to Date" means the amount of Defined Cost which the Supplier can demonstrate that it will have paid or incurred in

accordance with this Contract in the provision of services relating to the Maintenance Services plus the Maintenance Services Fee.

"Price for Services Provided to Date" means the Price for Integrated Team Services Provided to Date plus the Price for Launched Upgrade Work Activities Provided to Date plus the Price for Maintenance Services Provided to Date.

"Principal Upgrade Team" means those of the Supplier Personnel set out in the Integrated Team Chart as being recoverable on a Defined Cost basis.

"Principal Team Locations" means locations advised by the Supplier and agreed by the Company in writing as being locations at the Supplier's premises at which Principal Upgrade Team members are based in the delivery of the Services and the Supplier may apply for payment for Supplier Personnel on a Defined Cost basis.

"Processing" or "processing" has the meaning given to it in the Data Protection Legislation.

"Progressive Estimating Process" means the process of refining the cost estimate of each Released Upgrade Work Activity at each Pathway Stage to increase cost certainty and provide cost assurance and as more particularly described in paragraph 4.1 of Schedule 11 (Project Processes).

"Prohibited Act" means:

- (A) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward:
 - (1) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Company; or
 - (2) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Company; or
- (B) entering into this Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before this Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company; or
- (C) committing an offence:
 - (1) under the Bribery Act 2010;
 - (2) under legislation creating offences in respect of fraudulent acts; or
 - (3) at common law in respect of fraudulent acts,in relation to this Contract or any other contract with the Company; or
- (D) defrauding or attempting to defraud the Company.

“Proposed ICIE Initiative” means those ICIE Initiatives set out in the Proposed ICIE Initiatives section of the ICIE Initiative Plan.

“Public Procurement Termination Event” means:

- (A) the Contract has been subject to any substantial modification which would require a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 or Regulation 88(8) of the Utilities Contracts Regulations 2016; or
- (B) if the Company determines that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations contained under the EU Treaties and applicable procurement Regulations.

“Quality Management Plan” means the Supplier’s quality management plan set out in Appendix 3 to Schedule 16 (Health, Safety, Quality and Environmental Requirements) as amended from time to time.

“Quarter” means respectively each or all of Periods 1 to 4, 5 to 7, 8 to 10 and 11 to 13 in each Budget Period, and **“Quarterly”** will be construed in line with this definition.

“QUENSH” has the meaning given to it in Schedule 16 (Health, Safety, Quality and Environmental Requirements).

“Reactive Maintenance Services” means the reactive maintenance services set out in paragraph 3.4 of the Specification and in the Maintenance Plan.

“Regulations” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

“Released Upgrade Work Activity” means an upgrade activity released by the Company’s Representative from the Strategic Plan to the Integrated Team for progression through the Pathway Process to completion of Pathway Stage 4 (detailed design) and **“Released Upgrade Work Activities”** means all of such work activities as have been released as aforesaid. In respect of Budget Period One the Released Upgrade Work Activities are contained Schedule 1 (Contract Data).

“Released Upgrade Work Activity Scope and Purpose” means the information issued by the Company’s Representative as part of the Integrated Team Requirements for each newly Released Upgrade Work Activity including:

- (A) the output requirements and scope (as far as they have been defined at the time of release);
- (B) if Delay Damages will be applicable;
- (C) the target date for issue of the Stage 5 Notice; and
- (D) the target date for completion of the Released Upgrade Work Activity on site;

and in respect of Budget Period One is the Released Upgrade Work Activity Scope and Purpose for each Released Upgrade Work Activity contained in Schedule 1 (Contract Data).

"Released Upgrade Work Activity Target Cost" means for each Released Upgrade Work Activity the target cost prepared by the Integrated Team and accepted by the Company by issuing a Stage 5 Notice and is fully inclusive of all Defined Cost and Upgrade Work Activity Fee as may later be adjusted by the provisions of this Contract.

"Released Upgrade Work Activity Target Cost Breakdown" means the target cost breakdown for each Released Upgrade Work Activity prepared by the Integrated Team and which breakdown is fully inclusive of all Defined Cost and Upgrade Work Activity Fee.

"Relevant Tax Authority" has the meaning given to it in the Cabinet Office Procurement Policy Note: Measures to Promote Tax Compliance - Action Note 06/13 dated 25 July 2013.

"Remediation" means any or all investigation, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effects on the Environment of any contamination or pollution including, but without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions and the obtaining of expert technical, legal and other professional advice (including all project management functions).

"Replacement Employer" has the meaning given to it in Clause 30.1.

"Responsible Procurement Policy" means the policy document entitled the "GLA Group Responsible Procurement Policy" dated March 2006, updated in January 2008 and as may be amended.

"Safety Breach" means a material breach of any obligation under this Contract caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier) or any of its agents which has materially affected the safe operation of the TfL Network and/or Sites or the safety of the Company's customers, staff or any other person.

"Senior Representative" means a representative of a Party at senior executive level, the initial such representatives for each Party being as set out in Schedule 1 (Contract Data) and "Senior Representatives" means such representatives of both Parties.

"Services" means all or any part of the services and/or works stated in the Specification, any Launched Upgrade Work Activity Specification or any other part of this Contract to be performed by the Supplier under this Contract and any works, services, functions or responsibilities which may reasonably be regarded as incidental to the supply of the Services and/or anything necessary to comply with them and which may reasonably be inferred from this Contract and includes, without limitation:

(A) any Advance Works;

- (B) any Maintenance Services;
- (C) any services and/or works carried out by the Integrated Team;
- (D) any services and/or works carried out in relation to a Launched Upgrade Work Activity;
- (E) any services and/or works carried out under a Variation Order;
- (F) any Maintenance Renewal Services; and
- (G) rectification work necessary to make good any Defect arising before and during the Defects Correction Period.

"Services Commencement Date" means the date specified as such in Schedule 1 (Contract Data).

"Shift" means a day or night shift and is fully inclusive of rest breaks and travel time between the Sites, the Off Site Maintenance Team Locations and Principal Upgrade Team Locations.

"Sites" means the work areas detailed in each Integrated Team Requirements and/or the Specification and such other work areas as the Company may allow the Supplier to access (subject to and in accordance with Clause 21) in order to perform the Services.

"Software Maintenance Services" means the software maintenance services set out in paragraph 3.6 of the Specification and in the Maintenance Plan.

"Spares Maintenance Services" means the spares maintenance services set out in paragraph 3.5 of the Specification and the Maintenance Plan.

"Specification" means the description of the services to be provided by the Supplier in accordance with this Contract contained in Schedule 2 (Specification).

"Stage 5 Documents" has the meaning given to that term in paragraph 5.1 of Schedule 11 (Project Processes).

"Stage 5 Notice" means the notice issued by the Company's Representative authorising the progression of a Released Upgrade Work Activity to Pathway Stage 5 (delivery).

"Stage Gate" means the approval forum for each Released Upgrade Work Activity and which is to be completed at the end of each Pathway Stage before the Released Upgrade Work Activity may progress to the next Pathway Stage

"Standards" means the means the individual requirements available for the Supplier's use on-line at the LUL Standards e-library or as notified to the Supplier by the Company's Representative and/or as specified in the Specification and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to carry out the Services in accordance with Good Industry Practice.

"Strategic Labour Needs and Training Plan" means the plan set out in Schedule 20 (Strategic Labour Needs and Training).

"Strategic Plan" means the Company's plan for future upgrade and maintenance services as contained in the Company's business plan and in respect of Budget Period One is the extract from the Strategic Plan contained Schedule 1 (Contract Data).

"Sub-Contract" means a contract between the Supplier and a Sub-Contractor.

"Sub-Contractor" means a sub-contractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities, services and/or works necessary for or related to the provision of the Services (or any part of them).

"Supplier Default" has the meaning given to it in Clause 43.1.

"Supplier Party" means:

- (A) an officer, servant or agent of the Supplier or any Affiliate of the Supplier and any officer, servant or agent of such a person;
- (B) any Sub-Contractor of the Supplier, and any of their officers, servants or agents; and
- (C) any person on or at any of the Sites at the express or implied invitation of the Supplier (other than a Company Party).

"Supplier Personnel" means all employees, agents or consultants of the Supplier and the Supplier's Sub-Contractors from time to time PROVIDED ALWAYS THAT the Supplier's Sub-Contractors shall be deemed to be deleted from this definition for the purposes of Part B (Schedule of Defined Cost Components) of Schedule 3 (Payment).

"Supplier's Representative" means the person appointed by the Supplier and named as such in Schedule 1 (Contract Data) and such replacement notified in writing by the Supplier to the Company's Representative from time to time and accepted in writing by the Company's Representative.

"Target Costs" means the Maintenance Services Target Cost and any Launched Upgrade Work Activity Target Cost and **"Target Cost"** means any one of them.

"Target Cost Breakdowns" means the Maintenance Services Target Cost Breakdown and any Launched Upgrade Work Activity Target Cost Breakdown and **"Target Cost Breakdown"** means any one of them.

"Technical Requirements Specification" or **"(TRS)"** means the document prepared by the Supplier setting out the functional, design and system interface requirements for each Released Upgrade Work Activity.

"Termination Notice" means a notice of termination issued in accordance with this Contract.

"TfL Group" means TfL and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail

Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary.

"TfL Network" means the assets owned, or used by, and/or the services provided by or on behalf of, any member of the TfL Group.

"TfL Supplied Resources" means all resources including Company Personnel, the assessed value of the plant, materials, office accommodation, support services and other things or people supplied or procured and/or made available by the Company and/or any other member of the TfL Group to the Supplier.

"Third Party Licence" means any third party licences, consents and permissions required to permit the Supplier to use the Asset Management System.

"Third Party Maintenance Support Services" means the third party support services set out in section 3.7 of Schedule 2 (Specification).

"Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received.

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto, or in any primary or secondary legislation promulgated by the European Union or any official body or agency of the European Union, and any similar sales, consumption or turnover tax replacing or introduced in addition to the foregoing.

"Upgrade Work Activity Fee" means the amount calculated by applying the applicable Fee Percentage to the total of the Defined Cost for each Launched Upgrade Work Activity.

"Upgrade Work Activity Maximum Budget" means the total cost limit set by the Company from its Strategic Plan for each Released Upgrade Work Activity and is fully inclusive of all Defined Cost and Upgrade Work Activity Fee.

"Upgrade Work Activity Maximum Cost" means for each Launched Upgrade Work Activity, 105% of the Launched Upgrade Work Activity Target Cost for the relevant Launched Upgrade Work Activity.

"Value Management Bonus" has the meaning given to it in paragraph 4.2 of Schedule 3 (Payment)

"Variation Order" means the written authorisation from the Company's Representative to a Variation Proposal in accordance with the Contract Variation Procedure.

"Variation Proposal" means the written proposal put forward by the Company's Representative or the Supplier to vary this Contract in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 (Form of Variation Proposal/Variation Order) to Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services).

"Working Day" means any day of the week (other than Saturday or Sunday) which is not an English bank holiday, or public holiday.

"Working ICIE Initiative" means those ICIE Initiatives set out in the Working ICIE Initiatives section of the ICIE Initiative Plan.

- 1.2 The headings in this Contract are only for convenience and shall not affect its interpretation.
- 1.3 Where appropriate, the singular includes the plural and the masculine includes the feminine and vice versa.
- 1.4 Any reference to "writing" means a communication consisting of words in any legible and visible form, including words produced by any form of electrical or mechanical means and in typed, electronic or printed format as well as in manuscript, and "written" shall be construed accordingly.
- 1.5 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to this Contract and references to this Contract include its recitals and Schedules.
- 1.6 References to (or to any specified provision of) this Contract or any other document shall be construed as references to this Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of this Contract or the document in question.
- 1.7 A reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted.
- 1.8 References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- 1.9 Any obligation on a Party to do or not do any act, matter or thing includes an obligation to procure that it is done or not done (as the case may be).
- 1.10 Words preceding the words "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.11 In the event that a conflict, ambiguity or inconsistency exists between the Clauses of this Contract and the Schedules or between any of the Schedules, then (save as expressly provided in this Contract) the order of precedence shall be as follows:
 - (A) the Clauses of this Contract;
 - (B) the Schedules to this Contract (equal priority, but subject to this Clause 1.11); and
 - (C) any other document referred to in, or incorporated by reference into, this Contract.
- 1.12 If there is any inconsistency between any diagram and any text, the text shall take precedence.

- 1.13 In the event of any inconsistency between the Schedules and the Parts, Annexes or Appendices thereto, the Schedules shall prevail.
- 1.14 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Company, nor the failure of the same shall, unless otherwise expressly stated in this Contract, relieve the Supplier of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.
- 1.15 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, the Company may make such election, determination, approval, rejection, consent, nomination, appointment, decision, specification, permission or consideration in its absolute discretion without being required to give reasons, unless this Contract expressly requires otherwise.
- 1.16 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, this means in advance and in writing in order for the Supplier to be able to place reliance on it.
- 1.17 This Contract was drafted with the joint participation of the Parties and no provision of this Contract will be construed adversely to a Party solely on the ground that such Party was responsible for the preparation of this Contract or that provision.
- 1.18 Where used in any part of this Contract the phrase "reasonable endeavours" shall be taken to mean an obligation to do whatever could reasonably be done in the circumstances to fulfil the obligation concerned by:
 - (A) a responsible and sufficiently funded contractor acting in accordance with Good Industry Practice (in the case of the Supplier); or
 - (B) a responsible customer receiving the Services (in the case of the Company).

PART 2: CONTRACT MANAGEMENT AND COMMENCEMENT

2. Duration and Option to Extend

- 2.1 This Contract and the rights and obligations of the Parties (excluding the obligations of the Supplier to provide the Services but including the Supplier's obligation to comply with Schedule 14 (Mobilisation) and the Mobilisation Plan) shall take effect on the Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2. The obligation of the Supplier to provide the Services shall take effect on the Services Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2.
- 2.2 The Company shall at its sole option be entitled at any time prior to the date falling no later than twelve (12) months prior to the Expiry Date to serve notice on the Supplier of its decision to extend this Contract for a period of up to five (5) years (the "Extension Period") either in respect of all or part of the Services.
- 2.3 The provisions of this Contract shall continue to apply *mutatis mutandis* to any such extension of this Contract (other than Clause 2.2 containing the option to extend and subject to any variations as may be agreed by both Parties).
- 2.4 Save as otherwise may be agreed, the Maintenance Services Target Cost at the start of the Extension Period shall be the Maintenance Services Target Cost respectively in the immediately preceding year prior to the Extension Period, indexed in accordance with the provisions of Schedule 3 (Payment).
- 2.5 On receipt of notice further to Clause 2.2 from the Company to the Supplier, this Contract shall be deemed extended accordingly.

3. Due Diligence

- 3.1 The Supplier acknowledges and agrees that the Company has delivered or made available the Disclosed Data and that the Supplier has:
 - (A) satisfied itself of all details relating to the Specification;
 - (B) satisfied itself as to the assets which are covered by this Contract and the nature and extent of the risks assumed by it under this Contract; and
 - (C) gathered all information necessary to perform its obligations under this Contract and other obligations assumed, including:
 - (1) information as to the nature location and condition of all relevant land (including hydrological, geological, geo-technical and sub-surface conditions);
 - (2) information relating to all relevant archaeological finds and areas of archaeological, scientific or natural interest;
 - (3) information relating to local conditions and facilities and the quality of existing structures;

- (4) obtaining all surveys, information and any and all data and any supporting documentation necessary for carrying out its obligations under this Contract; and
- (5) raising all relevant due diligence questions with the Company before the date of this Contract.

3.2 The Company shall not be liable for any costs arising from the Supplier's failure to perform its obligations under this Clause 3 or from any actual or perceived lack by the Supplier of information or knowledge.

3.3 The Supplier shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Company on grounds that any information, whether obtained from the Company or otherwise (including information made available by the Company), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

3.4 The Supplier acknowledges, represents and warrants that:

- (A) the Company has relied upon the Supplier's expertise and professionalism in the carrying out of all due diligence activities in relation to this Contract including the requesting of and verification of all Disclosed Data; and
- (B) the Disclosed Data, together with the Supplier's own expertise and knowledge of the Company's operations, are sufficient to enable the Supplier to satisfy itself:
 - (1) as to the scope and nature of the Services to be provided; and
 - (2) that it is able to perform its obligations under this Contract.

3.5 The Supplier shall not be entitled to any additional payment nor be excused from any liability under this Contract and has no right to make a claim against the Company as a result of:

- (A) the Supplier misinterpreting any matter or fact relating to the Specification or this Contract; or
- (B) the Supplier having failed to review the Disclosed Data or any documents referred to in the Disclosed Data.

3.6 Subject to Clause 3.7, no warranty, representation or undertaking (whether express or implied) is given by the Company as to the relevance, accuracy, completeness, adequacy or fitness for purpose of any Disclosed Data or that such information constitutes all of the information relevant or material to the Specification and the Services. The Supplier represents and agrees that it has placed and will place no reliance on the Disclosed Data and that it has made its own enquiries to satisfy itself as to the accuracy, adequacy and completeness of the Disclosed Data supplied to it in connection with this Contract. Accordingly, the Supplier shall not be relieved from any obligation under this Contract in connection with:

- (A) the supply and the content of any Disclosed Data; and

(B) any representations or statements made in respect of any Disclosed Data, and all liability on the part of the Company in connection with the matters set out at Clauses 3.5(A) and 3.5(B) is excluded to the extent permitted by Applicable Laws.

3.7 Nothing in this Clause 3 shall exclude any liability which the Company or any of its agents or employees would otherwise have to the Supplier in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the Commencement Date.

4. **Supplier Warranties**

4.1 The Supplier warrants to the Company that:

- (A) it is properly constituted and incorporated under the laws of England and Wales and has all necessary authority, power and capacity to enter into this Contract, and that this shall remain the case until the Expiry Date;
- (B) it has entered into and executed this Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and constitutional documents and all necessary corporate and other actions required to authorise the execution of, and the performance of its obligations under, this Contract have been taken by the Supplier and this Contract is executed on behalf of the Supplier by a duly authorised representative of the Supplier;
- (C) it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-liscence) of all and any Intellectual Property Rights as contemplated in this Contract and such Intellectual Property Rights are not infringing upon the Intellectual Property Rights or infringed by the Intellectual Property Rights of any third party;
- (D) it has examined the Specification and all other documents forming this Contract and is not aware of any ambiguity or discrepancy within this Contract or between this Contract and any other documents which it is required to comply with which might adversely affect the carrying out of the Services for the Target Costs in accordance with the terms of this Contract;
- (E) at the Commencement Date there are no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge (having made all due enquiry), threatened against or affecting the Supplier or any of its assets before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations under this Contract;
- (F) at the Commencement Date all information, representations and other matters of fact communicated in writing to the Company or its agents or employees in connection with the response of the Supplier to the Pre-Qualification Questionnaire and Invitation to Tender or in the course of negotiations in respect of this Contract are true, complete and accurate in all respects or were at the time they were made with any omissions or inaccuracies being notified to the Company by the Supplier prior to the Commencement Date by way of updating information;

- (G) as at the Commencement Date, the execution, delivery and performance by the Supplier of its obligations under this Contract will comply with Applicable Laws and will not result in a default under any agreement by which the Supplier is bound or any order or decree of any court of competent jurisdiction or arbitrator which is binding on the Supplier, and which could prevent the supplier from entering into and performing its obligations under this Contract;
- (H) it has not (and none of its employees or contractors or agents or any employees of any contractors or agents has) committed any Prohibited Act in relation to this Contract prior to entering into or in entering into this Contract;
- (I) it has and will throughout the duration of this Contract have in place adequate procedures (as referred to in Section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Supplier from bribing any person with the intention of obtaining or retaining business for the Supplier or with the intention of obtaining or retaining an advantage in the conduct of business for the Supplier;
- (J) it has obtained or will obtain, at or before the time such Necessary Consents are required to be obtained, all Necessary Consents from time to time necessary to carry out its obligations under this Contract;
- (K) as at the date of this Contract there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to the Company and which if disclosed might reasonably have been expected to affect the decision of the Company to enter into this Contract;
- (L) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Supplier, having made all due enquiry, threatened) for the winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of the assets or revenues of the Supplier;
- (M) it has and until the Expiry Date will continue to have the expertise to supply the Services;
- (N) it has and will continue to have in place at all times, both before and after the Expiry Date, sufficient contractual obligations with any Supplier Party who is directly involved in the provision of the Services and who needs to know the Confidential Information to ensure that such Supplier Party is aware of and complies with the obligations of confidence in Clause 37;
- (O) it is resident for tax purposes in (and only in) the UK, and undertakes that it will, at all times ensure that its affairs are conducted in a way which ensures they are and will remain resident for tax purposes in (and only in) the UK;
- (P) as at the date of this Contract, it has notified the Company in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance;

- (Q) as at the date of this Contract, it has not been in any of the situations referred to in Regulation 57(1) – 57(5) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016; and
- (R) it shall, where applicable to the Supplier, comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

PART 3: THE SERVICES

5. Supplier's Primary Obligations

5.1 The Supplier shall provide the Services to the Company and perform its obligations in accordance with the terms of this Contract.

5.2 The Supplier shall ensure that, and warrants to the Company that, it shall perform all of its obligations under this Contract and provide the Services:

- (A) so as to satisfy the requirements of the Specification, any Launched Upgrade Work Activity Specification and any Maintenance Renewal Services Instruction;
- (B) in accordance with the Baseline Programme and any Launched Upgrade Work Activity Programme;
- (C) in a regular and diligent manner and in accordance with Good Industry Practice;
- (D) so as to conform to all Applicable Laws (including but not limited to any law and Regulations applicable to the Company or the TfL Network);
- (E) so as to comply with all Standards and any additional standards listed in the Specification and each Launched Upgrade Work Activity Specification and Maintenance Renewal Services Instruction;
- (F) so as to comply with this Contract and the requirements of the Company set out in this Contract and all lawful and reasonable directions of the Company provided that those directions are not inconsistent with this Contract;
- (G) using goods and materials, that are new and of a satisfactory quality, sound and free from defects and facilities, vehicles, plant and equipment that are of good serviceable quality;;
- (H) in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the provision of the Services and the Quality Management Plan, or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company;
- (I) in an economic, efficient, effective and resource and energy efficient manner;
- (J) in a manner that is safe and not injurious to health and does not create safety hazards and that does not cause a nuisance or damage to property or harm to the environment and in accordance with the Health and Safety Management Plan;
- (K) so as not to detract from or damage the image and reputation of the Company;
- (L) so as not to impede the Company in carrying out its functions or increase the cost to the Company of carrying out its functions including so as to accommodate the operations and activities of the Company; and

(M) using only personnel who are competent, appropriately qualified and properly trained and supervised, exercising the highest standard of diligence, care and skill and who hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards.

5.3 The Supplier shall train any of the Company's employees and any of their contractors or agents as required by the Specification or by a Variation Order issued by the Company pursuant to Schedule 4.

5.4 The Supplier:

- (A) shall carry out any design required as part of the Services in accordance with the Specification, any relevant Launched Upgrade Work Activity Specification, any Maintenance Renewal Services Instruction and the other terms of this Contract;
- (B) shall submit the particulars of any design which the Specification, any relevant Launched Upgrade Work Activity Specification and any relevant and Maintenance Renewal Services Instruction requires, to the Company's Representative for acceptance and shall not proceed with the performance of the Services to which that design relates until the Company's Representative has accepted that design. Reasons for not accepting the Supplier's design may include (without limitation):
 - (1) it does not comply with the Specification, any Launched Upgrade Work Activity Specification, any Maintenance Renewal Services Instruction, any Stage 5 Notice or any other part of this Contract;
 - (2) it does not comply with Applicable Laws and Standards;
 - (3) it is not integrated and co-ordinated with the designs of others where the Supplier is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Supplier to perform the Services; or
 - (4) it is not in a format which is accepted for use by the Company's Representative.
- (C) may submit its design for acceptance in parts if the design of each part can be assessed fully;
- (D) in designing and specifying those parts of the Services which it is required to design and specify, warrants, undertakes and represents to the Company that the design:
 - (1) is in accordance with the Specification, the relevant Launched Upgrade Work Activity Specification, the relevant Maintenance Renewal Services Instruction, the relevant Stage 5 Notice and any other performance or output specification or requirements contained or referred to in the Contract;
 - (2) complies with all Applicable Laws and Standards; and

- (3) is fit for the purpose defined in the Specification, any relevant Launched Upgrade Work Activity Specification, any relevant Maintenance Renewal Services Instruction and any relevant Stage 5 Notice;
- (E) accepts entire responsibility for the design and specification of the Services which it is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between its design and the specification of the Services and the documents which are part of the Contract; and
- (F) shall not be entitled to any Defined Cost and/or any changes to the Fees and Target Costs or to relief from any of its obligations under this Contract by reason of anything in this Clause 5.4.

6. **Consents**

6.1 Subject to Clause 6.2 the Supplier shall:

- (A) (subject to Clause 6.1(B)), in its own name, apply for, obtain, maintain and renew all Necessary Consents which may be required for the performance of the Services;
- (B) use all reasonable endeavours to assist the Company to obtain all Necessary Consents that, as a matter of law, the Supplier is not eligible to obtain;
- (C) be responsible for implementing each Necessary Consent (which it is required to obtain pursuant to Clause 6.1(A)) within the period of its validity in accordance with its terms;
- (D) supply free of charge to the Company's Representative a copy of any application for a Necessary Consent (with a copy of all accompanying drawings and other documents) and a copy of any Necessary Consent obtained;
- (E) comply with the conditions attached to any Necessary Consents and procure that no such Necessary Consent is breached by it or any person under its control and use all reasonable endeavours to procure that no Necessary Consent is revoked and that all Necessary Consents continue in full force and effect for such time as is necessary for the Supplier to carry out the Services; and
- (F) not (and shall use all reasonable endeavours to procure that any other person over whom it has control shall not) without the prior consent of the Company's Representative under this Contract (which consent shall not be unreasonably withheld or delayed) apply for or agree to any change, relaxation or waiver of any Necessary Consent (whether obtained before or after the date of this Contract) or of any condition attached to it but, subject to the compliance by the Supplier with its obligations under this Clause 6.1(F), references in this Contract to Necessary Consents shall be construed as referring to the Necessary Consents as from time to time varied, relaxed or waived.

- 6.2 The Supplier shall immediately notify the Company's Representative if it becomes aware of any allegation of non-compliance with any Applicable Law or Necessary Consent from time to time by itself or any Sub-Contractor in relation to this Contract.
- 6.3 The Supplier shall promptly provide the Company with such information relating to any Necessary Consent applied for or obtained as the Company's Representative may require from time to time.
- 6.4 Where the period of a Necessary Consent would extend beyond the termination or expiry of this Contract, the Supplier shall, before applying for and throughout the process of obtaining such Necessary Consent, consult with the Company's Representative about the terms of such Necessary Consent and use reasonable endeavours to ensure that, to the extent the terms would apply after the termination or expiry of this Contract, they do not adversely affect any interest of the Company.

7. **Commencement, Completion and Defects**

7.1 **Commencement and Completion**

- (A) The Supplier shall carry out and complete the Mobilisation Works within the Mobilisation Period in accordance with the requirements of this Contract.
- (B) The Supplier shall commence delivery of the Mobilisation Works from the Commencement Date.
- (C) The Supplier shall commence delivery of the Maintenance Services from the Services Commencement Date.
- (D) The Supplier shall commence each Integrated Team Work Plan following the acceptance by the Company's Representative of each Integrated Team Work Plan in accordance with the process set out in paragraph 8 of Schedule 11 (Project Processes).
- (E) The Supplier shall commence each Launched Upgrade Work Activity following the issue of a Stage 5 Notice in accordance with the process set out in paragraph 3 of Schedule 11 (Project Processes).
- (F) In relation to each Launched Upgrade Work Activity, the Supplier shall not start work on the Sites until the relevant access date. The Supplier shall carry out and complete each Launched Upgrade Work Activity so that Launched Upgrade Work Activity Completion is on or before the Launched Upgrade Work Activity Completion Date.
- (G) The Supplier shall notify the Company's Representative when in its opinion each Launched Upgrade Work Activity, each Integrated Team Work Plan and each Maintenance Renewal Services Instruction will have been completed in accordance with this Contract.
- (H) The Supplier shall provide all information and evidence listed or identified in the Specification, Launched Upgrade Work Activity Specification, Integrated Team Work Plan, Maintenance Renewal Services Instruction and Stage 5 Notice (as applicable) as being required and all other information and evidence which the Company's Representative may reasonably request to satisfy the Company's Representative that each

Maintenance Renewal Services Instruction, each Launched Upgrade Work Activity and each Integrated Team Work Plan (as the case may be) has been so completed.

(I) If the Company's Representative is so satisfied, the Company's Representative shall decide the date of Launched Upgrade Work Activity Completion, Integrated Team Work Plan Completion or Maintenance Renewal Services Completion (as the case may be). The Company's Representative shall certify Launched Upgrade Work Activity Completion, Integrated Team Work Plan Completion or Maintenance Renewal Services Completion (as the case may be) within four weeks of each Launched Upgrade Work Activity Completion, Maintenance Renewal Services Completion or Integrated Team Work Plan Completion (as the case may be).

7.2 Defects

(A) The sub-clauses in this Clause 7.2 only apply to tests and inspections required by the Specification, Launched Upgrade Work Activity Specification, Maintenance Renewal Services Instruction and/or relevant Stage 5 Notice (as applicable) for each Launched Upgrade Work Activity or Maintenance Renewal Services (as the case be), the Applicable Laws or if reasonably required by the Company's Representative.

(B) All goods, materials, facilities, vehicles, plant, equipment, workmanship and systems to be supplied and work to be provided under this Contract may be subject from time to time to such tests and inspections as may be provided for in the Specification, Launched Upgrade Work Activity Specification, Integrated Team Work Plan, Maintenance Renewal Services Instruction and/or relevant Stage 5 Notice (as applicable) or as the Company's Representative may consider necessary to ensure that the Services are carried out in accordance with this Contract.

(C) Without prejudice to the generality of Clause 7.2(B), the Supplier shall test all assets and systems within the scope of a Maintenance Renewal Services Instruction in the presence of a representative of the Company. The Supplier shall provide a written report to the Company without unreasonable delay following completion of the testing, which report shall identify compliance (or otherwise) with the Specification and the Maintenance Renewal Services Instruction.

(D) Testing and inspection may take place at the place of manufacture or fabrication or on any of the Sites or at any other place as may be specified in the Specification, Launched Upgrade Work Activity Specification, Integrated Team Work Plan, Maintenance Renewal Services Instruction and/or relevant Stage 5 Notice (as applicable) or approved by the Company's Representative.

(E) The Supplier's Representative and the Company's Representative shall each notify the other of each of their tests and inspections before they start and afterwards shall notify the other of the results. The Supplier's Representative undertakes to notify the Company's Representative in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The Company's Representative may watch any test

done by the Supplier and is entitled to a complete copy of the test results and inspection certificates. The Supplier shall ensure that in carrying out such testing, the testing does not affect the functionality or operability of any other systems without the prior written consent of the Company.

- (F) The Supplier shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently the tests referred to in this Clause 7.2.
- (G) If a test or inspection shows that any work has a Defect, the Supplier will promptly correct the Defect and the test or inspection will be repeated.
- (H) The Company's Representative will carry out his tests and inspections without causing unnecessary delay to the Services or to a payment which is conditional upon a test or inspection being successful. All costs incurred by the Company in relation to testing and inspection shall be accounted for as TfL Supplied Resources.
- (I) The Supplier shall not bring to the Sites those items of plant which Schedule 2 (Specification) and Schedule 11 (Project Processes) states are to be tested or inspected before delivery until the Company's Representative has notified the Supplier that they have passed the test or inspection.
- (J) The Defects Date for each Integrated Team Work Plan, Launched Upgrade Work Activity and any Maintenance Renewal Services carried out under a Maintenance Renewal Services Instruction shall be 52 weeks from the applicable Integrated Team Work Plan Completion, Launched Upgrade Work Activity Completion or Maintenance Renewal Services Completion (as the case may be). The Company's Representative may instruct the Supplier to search for a Defect. The Company's Representative shall provide the Supplier with the reason for the search with his instruction. Searching may include:
 - (1) uncovering, dismantling, re-covering and re-erecting work;
 - (2) providing facilities, materials and samples for tests and inspections done by the Company's Representative; and
 - (3) doing tests and inspections which the Specification, Launched Upgrade Work Activity Specification, Stage 5 Notice for an Launched Upgrade Work Activity, Integrated Team Work Plan and/or Maintenance Renewal Services Instruction (as applicable) does not require.
- (K) Until the Defects Date for each Integrated Team Work Plan, Launched Upgrade Work Activity and Maintenance Renewal Services carried out under a Maintenance Renewal Services Instruction (as the case may be), the Company's Representative will notify the Supplier of each Defect as soon as the Company's Representative finds it and the Supplier shall notify the Company's Representative of each Defect as soon as the Supplier finds a Defect.
- (L) The Supplier shall correct a Defect whether or not notified by the Company's Representative.

(M) In the event the Company's Representative issues a notice to the Supplier requiring the Supplier to rectify a Defect (a "Defects Notice"), the Supplier shall be given a reasonable opportunity as specified by the Company's Representative in the Defects Notice, following receipt of the Defects Notice, to cure the Defect (at the Supplier's own expense) and if required by the Company's Representative any necessary tests will be performed and/or re-performed. If following such performed and/or re-performed tests the Defect is still not remedied, the Company is entitled (without prejudice to any other right or remedy) by notice in writing to the Supplier (a "Failure Notice") to do any of the following:

- (1) extend the period for acceptance testing to a date specified in the Failure Notice, in which case during that period the Supplier shall seek to cure the outstanding Defect and the Services shall be tested and/or re-tested in accordance with this paragraph (M) and the cost of any repeated rectification, testing and re-testing shall not be recoverable by the Supplier. At the end of such period this paragraph (M) shall re-apply, to the intent that the Company may exercise its rights under this paragraph (M) on successive occasions in its discretion; or
- (2) instruct a third party to rectify the Defect, in which case the Company shall be entitled to deduct from sums due or recover all reasonable costs of such third party from the Supplier; or
- (3) if the Defect is of a material nature and not capable of being rectified by a third party:
 - (i) reject the relevant Services in which case the Supplier shall at its own expense:
 - (a) restore the Company to the position it was in prior to the Services (including, without limitation, re-installing any asset removed in the course of the Services) and immediately return to the Company any amounts paid by the Company to the Supplier relating to the Services; and
 - (b) the Company is discharged from payment of any further amounts to the Supplier in connection with such Services; or
 - (ii) accept the Services subject to the agreement of a sum for Disallowed Cost to reflect the reduced value of the Services or, failing agreement, as determined by dispute resolution in accordance with Clause 64 of this Contract.

(N) The Supplier shall correct a notified Defect before the end of the Defect Correction Period, which shall be 14 days from notification. The Defect Correction Period commences at the time the Defect is notified in accordance with Clause 7.2(K).

(O) The Company's Representative will issue each Defects Certificate at the later of the applicable Defects Date and the end of the last Defect Correction Period. The Company's rights in respect of a Defect which the Company's Representative has not found or notified are not affected by the issue of the

Defects Certificate.

- (P) Subject to Schedule 13 (Access), the Company's Representative will arrange for the Company to allow the Supplier access to the Sites if they are needed for correcting a Defect. In this case, the Defect Correction Period shall begin when the necessary access has been provided.
- (Q) The Company's Representative may at any time prior to the relevant Defects Date instruct the Supplier to correct a defect in the Services which is not the result of a failure of the Supplier to comply with this Contract.
- (R) The Supplier and the Company's Representative may each propose to the other that the Specification, each applicable Launched Upgrade Work Activity Specification, the Integrated Team Work Plan and/or each applicable Maintenance Renewal Services Instruction (as applicable) should be changed so that a Defect does not have to be corrected.
- (S) If the Supplier and the Company's Representative are prepared to consider the change in accordance with Clause 7.2(R), the Supplier shall submit a quotation for a reduction to the Integrated Team Budget, the Launched Upgrade Work Activity Target Cost or Maintenance Services Target Cost (as applicable). If the Company accepts the quotation, the Company's Representative shall issue an instruction to change the Specification, each relevant Launched Upgrade Work Activity Specification, the Integrated Team Work Plan, each relevant Maintenance Renewal Services Instructions, the Integrated Team Budget, each relevant Launched Upgrade Work Activity Target Cost and the Maintenance Services Target Cost (as applicable).
- (T) If the Supplier is given access in order to correct a notified Defect but he has not corrected it within its Defect Correction Period, the Company's Representative shall assess the cost to the Company of having the Defect corrected by other people and it shall be accounted for as a TfL Supplied Resource. The Specification, each relevant Launched Upgrade Work Activity Specification, each relevant Maintenance Renewal Services Instruction and each relevant Stage 5 Document (as applicable) shall be treated as having been changed to accept the Defect.
- (U) If the Supplier is not given access in order to correct a notified Defect before the relevant Defects Date (as set out in Clause 7.2(J)), the Company's Representative will assess the cost (acting reasonably) to the Supplier of correcting the Defect and will reduce the Integrated Team Budget, the applicable Launched Upgrade Work Activity Target Cost and the Maintenance Services Target Cost. The Specification, each relevant Launched Upgrade Work Activity Specification, each relevant Maintenance Renewal Services Instruction and the Integrated Team Work Plan shall be treated as having been changed to accept the Defect.
- (V) The Supplier shall remain liable for Losses incurred by the Company in relation to Defects including Defects listed on the Defects Certificate and latent Defects (but not those arising under clause 7.2(S)) that arise from up to the earlier of 12 years from:
 - (1) the issue of the Defects Certificate; and

(2) the termination or expiry of this Contract for any reason.

8. Work on the Site

8.1 During the term of this Contract, the Supplier shall:

- (A) ensure that each Supplier Party working on each of the Sites or any third parties' sites comply with the applicable Site or site's local safety arrangements and undergo any relevant induction or training necessary and comply with all reasonable instructions of the Company or applicable third party;
- (B) not used;
- (C) supply the Company's Representative with a list of all personnel working on each of the Sites together with any other related information that the Company's Representative may reasonably require and notify the Company's Representative in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;
- (D) be responsible for bringing to, erecting and maintaining on and dismantling and removing from the Sites its facilities, vehicles, plant and equipment whether of a temporary or permanent nature;
- (E) ensure that no Supplier Party uses the Company's or a third party's site equipment without the prior written consent of the Company or the relevant third party;
- (F) carry out the Services in such a manner as not to endanger or interfere in any way with the TfL Network, the Company or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in this Contract and any further instructions, rules and regulations which it may from time to time receive from the Company's Representative for the working, protection and return of the railway or for the protection of persons on or adjacent to the railway;
- (G) attend the Company or any third party in order to advise on the effects of the Supplier's actions or proposed actions in respect to the Services on the integrity and/or functionality of any other aspect of the railway;
- (H) notify the Company's Representative of any circumstances or events of which the Supplier is aware which are likely in the Supplier's reasonable opinion to affect the operation of the TfL Network and/or Sites so as to impact on the services provided to the general public; and
- (I) ensure that the Services are carried out without unreasonable, unnecessary or improper disturbance to the public or, insofar as compliance with the requirements of this Contract permits, without interference with access to and use or occupation of public and private roads and properties, whether in the possession of the Company or of any other person.

8.2 The Company's Representative may require the Supplier to remove or require a Sub-Contractor to remove from any Site any person employed by the Supplier or Supplier Party who in the opinion of the Company's Representative:

- (A) misconducts himself or persists in any conduct which is prejudicial to health or safety;
- (B) is incompetent or negligent in the performance of its duties; or
- (C) has had his employment terminated in whatever capacity from any of the Sites, any part of the TfL Network or any other Company premises,

and the Supplier shall comply with the Company's Representative's requirements. Such removal shall not affect the Supplier's obligation to provide the Services in accordance with this Contract. Any such person shall not be employed again by the Supplier or Supplier Party to provide the Services without prior written permission of the Company's Representative.

8.3 Any person removed from any of the Sites under Clause 8.2 shall be replaced as soon as reasonably possible by the Supplier and the Supplier shall promptly notify the Company's Representative of such replacement and in any event by no later than two (2) Working Days of the replacement.

9. **Co-operation**

The Parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under this Contract.

10. **Non-Exclusivity**

10.1 As regards the Company, this Contract is not exclusive and the Company may:

- (A) itself perform any services similar or analogous to any part of or all of the Services; or
- (B) contract with any third party to perform any services and/or works similar or analogous to any part of or all of the Services.

10.2 In the event that the Company contracts with any third party to perform any services and/or works similar or analogous to any part or all of the Services, the Supplier shall provide such information and assistance and within such timescales as the Company may reasonably request in connection with such procurement.

PART 4: LIAISON AND GOVERNANCE

11. Early Warning

11.1 The Supplier shall give an early warning by notifying the Company's Representative as soon as it becomes aware of any matter which could:

- (A) increase any of the Target Costs;
- (B) increase any of the Fees;
- (C) prevent the Supplier from performing its obligations under this Contract or cause the Supplier to be in breach of this Contract or any Sub-Contract;
- (D) cause the Baseline Programme or any Launched Upgrade Work Activity Programme to need to be amended;
- (E) adversely affect the Company;
- (F) lead to the Supplier terminating or suspending any Sub-Contract; or
- (G) cause a breach of any Applicable Laws or Standards.

12. Company's and Supplier's Representatives

12.1 Each Party shall appoint one (1) or more representatives to act on its behalf under this Contract. Each Party shall advise the other Party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1 (Contract Data). The Supplier shall not appoint such a representative without the prior written consent of the Company's Representative (which consent shall not be unreasonably withheld). Any Party may, on giving reasonable notice to the other Party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company's Representative. Each Party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each Party will be bound by any decision made or action taken by its representatives.

12.2 Subject to Clause 74, any notice, information, instructions or communication given:

- (A) to the Supplier's Representative shall be deemed to have been given to the Supplier; and
- (B) to the Company's Representative shall be deemed to have been given to the Company.

12.3 The Company shall not be responsible for any notice, communication or other purported instruction required to be given under this Contract given by a person alleging to act for and on behalf of the Company unless such person is one of the Company's Representatives. Accordingly, the Supplier shall not be entitled to rely on any such notice, communication or purported instruction and shall not do so or claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Supplier act on or fail to act on it.

13. **Records and Audit**

13.1 The Supplier shall, and shall procure that its Sub-Contractors shall, maintain a true and correct set of records relating to all aspects of their performance of this Contract and all transactions related to this Contract. For the avoidance of doubt, such records shall include but are not limited to:

- (A) all necessary information for the evaluation of claims or variations;
- (B) management accounts, information from management information systems and any other management records;
- (C) accounting records (in hard copy as well as computer readable data);
- (D) sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids etc);
- (E) original estimates;
- (F) estimating worksheets;
- (G) correspondence;
- (H) variation and claims files (including documentation covering negotiated settlements);
- (I) general ledger entries detailing cash and trade discounts and rebates;
- (J) commitments (agreements and leases) greater than £5,000;
- (K) detailed inspection records;
- (L) such materials prepared in relation to the Pre-Qualification Questionnaire, the Invitation to Tender and subsequent tendering process which have not already been provided to the Company's Representative; and
- (M) personnel records including all payroll information in respect of any personnel, including personnel of the Supplier, any Sub-Contractor and any agency staff of the Supplier involved in the performance of the Services.

13.2 The Supplier shall, and shall procure that its Sub-Contractors shall, retain all such records in such a manner as the Company's Representative may reasonably instruct for a period of not less than twelve (12) years after completion of performance under this Contract. In the absence of specific instructions as to the method of storage, the Supplier shall, and shall procure that its Sub-Contractors shall, retain its records in an orderly and logical fashion and in accordance with Good Industry Practice.

13.3 The Company, any party authorised by it and any party legally authorised to inspect any part of the TfL Network and/or the Sites shall have the right to inspect and audit any of the records required pursuant to Clause 13.1, at any time during the period referred to in Clause 13.2.

13.4 The Supplier shall promptly provide all reasonable co-operation and assistance (and shall procure such co-operation and assistance from any Supplier Parties) in relation to any audit or check including:

- (A) granting or procuring the grant of access to any premises or Sites used in the performance of this Contract, whether the Supplier's own premises or otherwise;
- (B) granting or procuring the grant of access to any assets and equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Contract, wherever situated and whether the Supplier's own equipment or otherwise (including whether leased or licensed and whether situated at the Supplier's premises or the Sites);
- (C) making any contracts and other documents and records required to be maintained under this Contract available for inspection;
- (D) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies;
- (E) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract; and
- (F) providing such oral or written information as required by the Company for the purposes of the audit.

13.5 The Supplier shall comply with the audit provisions set out in Part E (Audit Plan) of Schedule 3 (Payment).

14. Provision of Contractual Documentation and Contract Management

14.1 The Supplier shall provide all Contractual Documentation within the times stated this Contract or, if no such times are stated, by no later than ten (10) Working Days from the date on which the Company's Representative requests the same.

14.2 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant Contractual Documentation accordingly.

14.3 The Parties shall comply with the procedures their respective obligations as set out in Schedule 10 (Contract Management). The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

PART 5: CHANGE

15. Variation and Maintenance Renewal Services

15.1 Variations

Unless the Parties agree otherwise in writing, any variation to this Contract shall be made under the Contract Variation Procedure. The Supplier shall not proceed to implement any variation unless there has been a Variation Order.

15.2 Maintenance Renewal Services

Notwithstanding the provisions of Part B of Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services) and the definition of Maintenance Renewal Services, in the event that any additional or varied maintenance services (whether or not defined as Maintenance Renewal Services), the Company shall have a right to determine, in its sole discretion and in all circumstances, whether the provisions of the Contract Variation Procedure set out in Part A of Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services) or the provisions of Part B of Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services) apply. In the event that Maintenance Renewal Services are deemed to be treated as a variation pursuant to Part A of Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services) the provisions of Part B of Schedule 4 (Contract Variation Procedure and Maintenance Renewal Services) shall not apply.

16. Contract Innovation, Continuous Improvement and Efficiency

The Supplier is required to identify and implement innovative measures, continuous improvement and efficiency savings throughout the duration of the Contract and shall do so in accordance with the requirements set out in Schedule 19 (Innovation, Continuous Improvement and Efficiency).

PART 6: PAYMENT AND FINANCIAL

17. **Company's Obligations**

- 17.1 The Company shall pay the Supplier for the Services in accordance with the terms of Clause 18 of this Contract and the provisions of Schedule 3 (Payment).
- 17.2 Payment by the Company shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under this Contract properly.

18. **Price and Payment**

- 18.1 The price payable by the Company to the Supplier to provide the Services shall be calculated in accordance with Schedule 3 (Payment) and shall be inclusive of all expenses and disbursements.
- 18.2 In addition to any other rights of the Company whether at law or equity under this Contract, whether under or arising out of this Contract or any other contract between the Company and the Supplier, if:
 - (A) any sum of money is recoverable from or payable by the Supplier; or
 - (B) any Losses are reasonably and properly owed to, or incurred by, the Company or any member of the TfL Group;

then the same may be set-off against and/or deducted and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Contract.

- 18.3 All applications for payment shall clearly show the Contract Reference Number and any associated Variation Order. Supporting documentary information shall be submitted to the Company's Representative for all applications for payment submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to all such applications for payment and the Supplier shall provide such information as is reasonably required.
- 18.4 All sums payable to the Company by the Supplier under this Contract shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.

19. **Performance Measurement**

The Company's Representative shall assess the Supplier's performance under this Contract in accordance with Schedule 18 (Performance Measurement) and the Supplier acknowledges that this may result in amounts payable to the Supplier being adjusted and that the Escalation Procedure shall be applied where performance issues arise. Without limiting any other remedy, if the Services are not performed in accordance with this Contract then the Company shall be entitled to require the

Supplier to re-perform the Services in accordance with the Contract at no extra cost to the Company within five (5) Working Days.

20. **Interest**

Except where otherwise stated in this Contract, if either Party fails to pay to the other any amount payable in connection with this Contract on or before the final date for payment, interest shall accrue on the overdue amount from the final date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Except where otherwise stated in this Contract to the contrary, if any interest accruing under this Clause 20 shall be immediately payable by the paying Party on demand.

PART 7: PROPERTY AND ASSETS

21. Access

- 21.1 The Company shall give the Supplier access to the parts of the TfL Network and/or Sites required for the performance of the Services provided that the Supplier complies with the access requirements set out in Schedule 13 (Access) and otherwise subject to and in accordance with Schedule 13 (Access).
- 21.2 Where the Supplier or any Supplier Party has access to the TfL Network and/or Sites for the carrying out of any of the Services, the Supplier shall and shall ensure that any Supplier Party shall:
 - (A) not cause any damage to the TfL Network and/or Sites;
 - (B) not do or permit to be done on the TfL Network and/or Sites anything which is illegal or which may be or become a nuisance (whether actionable or not) or cause damage or disturbance to the Company or to any tenants or occupiers of the TfL Network and/or Sites or any owner or occupier of any neighbouring property;
 - (C) not knowingly do anything that will or might constitute a breach of any Necessary Consent affecting the TfL Network and/or Sites that have been disclosed to the Supplier or which will or might vitiate in whole or in part any insurance effected by the Company in respect of the TfL Network and/or Sites from time to time of which the Supplier has notice;
 - (D) observe any rules and regulations the Company acting reasonably makes in the interests of good estate management and notifies to the Supplier from time to time in writing governing the Supplier's use of the TfL Network and/or Sites and in particular:
 - (1) the lawful requirements and recommendations of the Company's local fire officer and the Company's health and safety representative in respect of the TfL Network and/or Sites or their use; and
 - (2) all regulations and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the Company; and
 - (E) make good any damage that is wilfully or negligently caused by the Supplier or any Supplier Party to any equipment in or on the TfL Network and/or Sites as soon as reasonably practicable.

22. TfL Supplied Resources

Any TfL Supplied Resources provided by the Company to the Supplier shall, to the extent that they do not relate to personnel, remain the property of the Company and the Supplier shall ensure that all such TfL Supplied Resources are properly labelled as the property of the Company and are kept separate from and not mixed with any materials owned or in the possession of the Supplier or with any materials supplied to it by third parties.

23. **Other Materials, Staff and Labour**

- 23.1 The Company shall supply the TfL Supplied Resources and the Supplier shall provide all other staff and labour, including management and supervision, and all materials, vehicles, plant and equipment (whether of a temporary or permanent nature), support services and other facilities necessary for the performance of its obligations under this Contract.
- 23.2 The Supplier shall be fully responsible for the management of obsolescence in equipment and materials until the Expiry Date in accordance with the requirements stated in the Specification.

24. **Title**

- 24.1 Whatever title the Supplier has to materials, plant and equipment to be incorporated into or form part of the Services shall pass to the Company upon the earlier of (i) payment for such materials, plant and equipment or (ii) when such materials, plant and equipment are brought within any of the Sites, without prejudice to any rights of rejection the Company may have. Title to materials, plant and equipment referred to in (ii) passes back to the Supplier if it is removed from the Sites with the permission of the Company's Representative. Until such time as they are brought within the Sites, the Supplier shall be responsible for and insure against the loss, destruction and damage of materials, plant and equipment to be incorporated into or form part of the Services (including while in transit) for their full replacement value, whether or not the property of the Supplier or the Company.
- 24.2 The Supplier shall label the material, plant and equipment "Property of TfL" where title has passed to the Company prior to bringing such items within the Sites and shall ensure that such items are identifiable as belonging to the Company. The Supplier shall not mortgage, pledge or create a security interest in the material, plant or equipment in favour of any third party.
- 24.3 The Supplier has no title to an object of value or of historical or other interest within the Site. The Supplier shall notify the Company's Representative when such an object is found and the Company's Representative shall instruct the Supplier how to deal with it. The Supplier shall not move the object without instructions.

25. **Asset Management System**

- 25.1 The Supplier shall use the Asset Management System to record details of work undertaken by the Supplier on the Company's assets as part of the Services and to carry out any other activities in relation to the Asset Management System as set out in the Specification and/or any Launched Upgrade Work Activity Specification.
- 25.2 The Supplier shall ensure that all Supplier Personnel attend any training by the Company in relation to the Asset Management System and follow the methods and processes required by the Company, as may be more particularly described in the Specification or notified to the Supplier from time to time.
- 25.3 The Supplier shall perform its obligations under this Clause 25 so as not to put the Company in breach of any of its obligations under any Third Party Licence and shall comply with the terms of any Third Party Licence as if it were a party to the Third Party Licence.

25.4 The Supplier acknowledges that the Company shall not have any liability to the Supplier in respect of any inaccuracy, error or omission contained in, or any unavailability of, the Asset Management System, and the Supplier shall not be relieved from its obligations under this Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, errors or omissions.

PART 8: ENVIRONMENT, HEALTH AND SAFETY

26. Safety

- 26.1 The Supplier is required to comply with its obligations under Schedule 16 (Health, Safety, Quality and Environmental Requirements) of the Contract.
- 26.2 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.
- 26.3 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification and any Released Upgrade Work Activity Scope and Purpose, including (but not limited to):
 - (A) QUENSH (as amended from time to time); and
 - (B) the Company's drug and alcohol principles (as amended from time to time).
- 26.4 Section 14.1.1 (Alcohol and drugs) of QUENSH (as set out in Part A (Health and Safety) of Schedule 16 (Health, Safety, Quality and Environmental Requirements) shall apply to this Contract as if the term "LUL Premises" means any of the Company's property where the Services are carried out and as if references to "LUL" are references to the Company.
- 26.5 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, Sub-Contractors or agents for drugs or alcohol which this Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

27. Construction (Design and Management) Regulations 2015

- 27.1 To the extent that the CDM Regulations apply to this Contract, the Company appoints the Supplier to act as Principal Designer and as Principal Contractor pursuant to Regulation 5(1) of the CDM Regulations but reserves the right to appoint alternative suppliers to fulfil those roles.
- 27.2 The Company shall act as Client pursuant to Regulation 5(1) of the CDM Regulations
- 27.3 The Supplier shall accept any such appointment made under Clause 27.1 and agrees to carry out all associated obligations imposed by the CDM Regulations. The Supplier and the Company's Representative shall provide each other with all the necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.
- 27.4 The Supplier warrants to the Company that it:
 - (A) has the skills, knowledge, experience and organisational capability to fulfil the roles it has been appointed to undertake under Clause 27.1 in a manner that secures the health and safety of any person affected by the Services;

- (B) is competent to perform such of the duties allocated to it under Clause 27.1;
- (C) shall allocate adequate resources to enable it to comply with its obligations under the CDM Regulations; and
- (D) shall co-operate with other parties appointed under the CDM Regulations.
- (E) shall provide the Company with such information as the Company reasonably requires to enable the Company to satisfy itself that the Supplier is complying with the terms of this Clause 27.4.

PART 9: COMPENSATION EVENTS

28. Compensation Events

28.1 The following are events which may cause the Supplier delay or disruption and for which the Supplier may be relieved from termination due to a Supplier Default subject to the terms of this Clause 28 ("Compensation Events"):

- (A) the instruction of any services and/or works under a Variation Order;
- (B) the instruction of any Maintenance Renewal Services;
- (C) (subject to compliance by the Supplier with the requirements of Schedule 13 (Access)) the frustration of any access booked by the Supplier in accordance with Schedule 13 (Access) or the Company does not allow otherwise allow access to and use of a part of the Sites in accordance with the provisions of this Contract;
- (D) the Company or (third parties appointed by the Company) carry out work on the Sites that is not stated in the Specification and any Released Upgrade Work Activity Scope and Purpose;
- (E) the Company's Representative giving an instruction to suspend the Services;
- (F) a breach of this Contract by the Company (except to the extent caused by or contributed to by the Supplier or any Sub-Contractor or person for whom those parties are responsible) that is not one of the other Compensation Events;
- (G) the Company's Representative does not reply to a communication from the Supplier within the period required by this Contract;
- (H) the Company's Representative does not provide something which he is to provide by the date for providing it shown on the Baseline Programme or any Launched Upgrade Work Activity Programme;
- (I) the Company's Representative gives an instruction to accelerate or to stop any of the Services;
- (J) the Company's Representative withholds an acceptance (other than acceptance of a quotation for acceleration or for not correcting a Defect) for a reason not stated in this Contract;
- (K) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes;
- (L) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control of, the Supplier and it could not reasonably have avoided or provided against the effects;
- (M) any act of terrorism or a specific threat of terrorism which results in the partial or total temporary or long term closure of the TfL Network and/or any Sites;

- (N) lightning, earthquake or extraordinary storm;
- (O) exceptionally adverse weather conditions, being weather conditions, measured at the location of the relevant Services, the measurement of any one element of which over a relevant month is greater or lower (as appropriate) than the ten year average for that element in that month as recorded on the Met Office NEC Monthly Summaries of weather measurements recorded at the Met Office measuring point closest to the location of the relevant Services;
- (P) fire;
- (Q) tunnel collapse;
- (R) tests or inspections required by the Company's Representative (in addition to those set out in the Specification and any Released Upgrade Work Activity Scope and Purpose) that cause unnecessary delay;
- (S) the Company's Representative does not provide materials, facilities and samples for tests and inspections as stated in the Specification and any Released Upgrade Work Activity Scope and Purpose;
- (T) compliance with the provision of Sections 118 to 121 of the Railways Act 1993;
- (U) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs;
- (V) the Supplier encounters physical conditions which: (i) are within the Sites; (ii) are not weather conditions; and (iii) an experienced supplier would have judged at the Commencement Date to have such a small chance of occurring that it would have been unreasonable for it to have allowed for them; but only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a Compensation Event;
- (W) strikes, lock outs or other industrial action being in each case industry-wide;
- (X) the Company's Representative instructs the Supplier to search for a Defect and no Defect is found unless the search is needed only because the Supplier gave insufficient notice of doing work obstructing a required test or inspection;
- (Y) suspension of any or all of its obligations under this Contract where the Supplier has properly exercised its right to suspend in accordance with HGCRA;
- (Z) the Company's Representative notifies a correction to an assumption which he has stated about a Compensation Event;
- (AA) the Company's Representative changes a decision which he has previously communicated to the Supplier;

(AB) an event which stops the Supplier completing the relevant Services or stops the Supplier completing the relevant Services by the date shown on the Baseline Programme and/or any Launched Upgrade Work Activity Programme and which (i) neither Party could prevent; (ii) an experienced supplier would have judged at the Commencement Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it; and (iii) is not one of the other Compensation Events; [REDACTED]

[REDACTED] [REDACTED]

28.2 The Supplier shall notify the Company's Representative of the occurrence of an event which has happened or which it expects to happen if:

- (A) it believes it to be a Compensation Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and
- (B) the Company's Representative has not notified the event to the Supplier.
- (C) The event shall be notified as soon as is reasonably practicable and in any event no later than five (5) Working Days after the Supplier becomes aware or ought reasonably to have become aware of the event or the likelihood of its occurrence.

28.3 The Supplier shall submit full and detailed particulars of any Compensation Event to the Company's Representative as soon as reasonably practicable after receiving the Company's Representative's notification and in any event no longer than ten (10) Working Days after the occurrence. The particulars shall include full, detailed particulars of the cause and effect of the Compensation Event and:

- (A) the extent of the delay, if any;
- (B) details of the measures adopted by the Supplier to mitigate the effects of the Compensation Event;
- (C) the impact, if any, on Defined Cost;
- (D) the likely effects, if any, on access requirements; and
- (E) such further information as may reasonably be required by the Company's Representative.

The Company's Representative shall be entitled to:

- (A) seek clarification in respect of the particulars provided by the Supplier; and/or
- (B) request further particulars and related information in connection with the occurrence of the Compensation Event.

28.4 If the Company's Representative decides that the occurrence is a Compensation Event in accordance with this Contract and is delaying or disrupting (or is likely to delay or disrupt) the Services then:

- (A) the Target Costs in respect of any Services affected by the Compensation Event shall be adjusted to the extent they are affected by the Compensation Event;
- (B) the Supplier shall not be deemed to be in breach of this Contract as a result of its failure to perform and the Company shall not be entitled to apply the provisions of Schedule 18 (Performance Measurement) in respect of any affected Services, to the extent that the same is attributable to the Compensation Event; and
- (C) the Supplier shall be entitled to an extension of time for the performance of its affected obligations.

28.5 The Supplier shall have no entitlements in accordance with Clause 28.4 to the extent that:

- (A) the event or any of its effects arises from any error, unlawful act or omission, negligence, default, breach of contract, breach of statutory duty and/or failure to comply with this Contract of the Supplier or any of its employees or agents or of any Sub-Contractor or supplier or any of their employees or agents;
- (B) the Supplier has failed to take all reasonable steps to mitigate the actual or potential effect of the event or has failed to use its best endeavours to adjust the order and sequence in which it proposes to provide the Services; and/or
- (C) the Company's Representative decides that there was no such occurrence, that the occurrence was not one of the Compensation Events, or that the occurrence has had no adverse effect on the provision of the Services.

28.6 In the event that information is provided after the date referred to in Clauses 2 and/or 3, then the Supplier shall not be entitled to any extension of time or relief from its obligations under this Contract in respect of the period for which the relevant information is delayed.

28.7 This Clause 28 shall not give the Supplier any entitlement to an extension of the period of the Supplier's employment under this Contract or any extension to the Expiry Date.

28.8 A Compensation Event may not be notified after the Expiry Date (or termination if earlier).

PART 10: PEOPLE

29. **TUPE**

29.1 For the purposes of this Clause 29:

“Current Service Provider” means any person, company or other legal entity which on or before the Commencement Date was the employer of any of the Transferring Employees;

“Replacement Employer” means any person to whom a Subsequent Relevant Employee (or any liability associated with a Subsequent Relevant Employee) may or does transfer under the Transfer Regulations on termination of this Contract (or part of it);

“Relevant Claims and Liabilities” means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

“Subsequent Transfer Date” means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

“Subsequent Relevant Employee” means a person employed or engaged by the Supplier or relevant Sub-Contractor from time to time in respect of any part of the Services who would transfer to a Replacement Employer by virtue of the Transfer Regulations on termination of this Contract (or part of it);

“Transfer Regulations” means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, all as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

“Transferring Employees” means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations.

29.2 The Supplier will comply and will procure that his Sub-Contractors comply with any obligations which may arise out of a transfer to the Supplier or its Sub-Contractors under the Transfer Regulations and shall co-operate in good faith with the Current Service Provider to facilitate a smooth transition.

29.3 The Supplier will comply and will procure that his Sub-Contractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Expiry Date or earlier termination of this Contract and shall co-operate in good faith with the Company or such person to facilitate a smooth transition.

29.4 At any time during the last twelve (12) months of this Contract and/or during any period of notice terminating this Contract, the Company may require the Supplier to

provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

- (A) the names (where permitted under data protection legislation) of employees (of the Supplier or its Sub-Contractors) engaged in providing the Services, their salaries and other conditions of employment, ages, length of service and any enhanced redundancy terms whether contractual or discretionary;
- (B) the method of organisation of the employees (of the Supplier or its Sub-Contractors) engaged in providing Services and documentary evidence relating to such organisation;
- (C) the proposals for informing and consulting with affected employees;
- (D) details of collective agreements and union recognition agreements; and
- (E) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of this Contract.

29.5 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 30 may be addressed. The Supplier will if required by the Company's Representative warrant that any information provided under Clause 29 is accurate, complete and not misleading, including any information supplied in relation to its Sub-Contractors.

29.6 The Supplier will not and will procure that its Sub-Contractors will not in the 18 months prior to the Expiry Date (or, where notice of termination is given, during any such period of notice) without the Company's written consent:

- (A) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or related to the expected Expiry Date or termination of this Contract, or
- (B) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant Sub-Contractor's business and are not related to the Expiry Date or termination of this Contract (either because they are applied to all of the Supplier's or the relevant Sub-Contractor's employees, whether or not engaged in providing the Services or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or related to the Expiry Date or termination of this Contract.

29.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants, agents or Sub-Contractors in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier or its Sub-Contractors, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.

29.8 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:

- (A) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and
- (B) any claim by any former or existing employee of the Supplier or relevant Sub-Contractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.

In this Clause 29.12 “Relevant Claims and Liabilities” include (without limitation) those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this Clause 29.

29.9 The provisions of this Clause 29 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company or any Replacement Employers for any breach by the Supplier of any provision of this Clause 30 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

29.10 The Supplier acknowledges and agrees that the indemnities it provides under clauses 29.7 and 29.8 shall be directly enforceable by any Replacement Employer against the Supplier.

30. **Integrated Project Team**

30.1 The Parties shall comply with their respective obligations as set out in the provisions of Schedule 12 (Integrated Team), including without prejudice to the generality, establishing and maintaining an Integrated Team for the provision of the Services.

30.2 The Parties shall comply with their respective obligations as set out in Schedule 11 (Project Processes).

30.3 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform his or her role as soon as reasonably practicable and at least within five (5) Working Days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty (20) Working Days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with his or her replacement to hand over to them for a period of five (5) Working Days or any shorter period agreed between the Parties.

30.4 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company's Representative may reasonably require. The Company's Representative shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company's Representative that a particular person should not become a member of Key Personnel.

30.5 At the sole cost of the Supplier, the Supplier:

- (A) undertakes that all Supplier Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;
- (B) shall ensure that all Supplier Personnel are in possession of valid work permits if they are non-European Community nationals; and
- (C) shall provide or procure the provision of training for Supplier Personnel in respect of all aspects of its performance of the Contract and, as the Company's Representative may require, for any employees, agents and contractors of the Company in relation to the operation or use of any equipment supplied under the Contract, such training to include, as a minimum:
 - (1) the training activities specified in Schedule 21 (Training);
 - (2) training as required by QUENSH and any TfL Group standards; and
 - (3) such other training as required by TfL Group from time to time.

30.6 Without prejudice to the Supplier's other obligations under the Contract, where training of any or all Supplier Personnel is required for the purposes of performance

of the Contract, the Supplier shall not assign any Supplier Personnel to the performance of the Contract unless and until such Supplier Personnel have satisfactorily completed such training.

30.7 The Company will arrange safety training for Supplier Personnel from time to time at the expense of the Supplier. To the extent that any refresher training of any kind (at any time) is required for any Supplier Personnel, this shall be at the expense of the Supplier. For the avoidance of doubt, the Company will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any Supplier Personnel attending any training under this Clause 30.6.

31. **London Living Wage**

31.1 The Supplier acknowledges and agrees that the Mayor, pursuant to Section 155 of the GLA Act has directed the Company (including its subsidiaries) to ensure that the London Living Wage is paid to anyone engaged by the Company who is required to perform contractual obligations in Greater London or on the TfL Network.

31.2 The Supplier shall, to the extent this Contract is for the provision of Services to be undertaken within Greater London or on the TfL Network:

- (A) ensure that none of its employees (whether engaged directly or as agency staff employed via an employment agency or similar) engaged in the provision of services under this Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (B) provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;
- (C) disseminate on behalf of the Company to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Company or its nominees may reasonably require and promptly collate and return to the Company responses to such questionnaires;
- (D) co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and
- (E) procure that any Sub-Contractor is required to comply with the provisions of this Clause 31.2 and the provisions of this Clause 31.2 are included in any Sub-Contract with a Sub-Contractor.

31.3 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or Sub-Contract in accordance with the operation of this Clause 31.

31.4 In the event that the Supplier either itself or through a Sub-Contractor is in breach of this Clause 31, the Supplier shall:

- (A) if notification has not been made by the Company, notify the Company immediately upon becoming aware of the breach; and

(B) rectify the breach, or procure that the breach is rectified within 7 days of becoming aware of the breach.

31.5 In the event that the Supplier fails to rectify the breach as required by Clause 31.4(B), the Company shall have the right, in its absolute discretion:

- (A) to require the Supplier to terminate the Sub-Contract or agency agreement of the party in breach; or
- (B) to require the removal of any personnel from involvement with the Services who are not being paid the London Living Wage.

31.6 The Supplier shall, so far as reasonably practicable, mitigate any increase in the amount payable to its employees as a direct result of the increase in London Living Wage. The Supplier shall be entitled to make claims in respect of any increases in the London Living Wage insofar as such costs relate to Defined Cost but the Supplier shall not be entitled to make any claim in respect of any increases in the London Living Wage in relation to the Fees and the Target Costs.

32. Criminal Record Declarations and Right to Work in the UK

32.1 For the purposes of this Clause 32:

“Relevant Individual” means any servant, employee, officer, consultant or agent of either the Supplier or any Sub-Contractor or supplier carrying out, or intended to carry out, any aspect of the Services; and

“Relevant Conviction” means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

32.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions (“Declaration”) or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual carrying out any of the Services. The Supplier shall confirm to the Company in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he has a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has a Relevant Conviction.

32.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any Sub-Contractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction or who the Supplier is aware has a Relevant Conviction.

32.4 The Company shall have the right in accordance with the audit rights set out in Clause 13 to audit and inspect the records of the Supplier and its Sub-Contractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 32 at any time during performance of this Contract.

32.5 If the Supplier fails to comply with the requirements under Clauses 32.2 and/or 32.3 the Company may, without prejudice to its rights under Clause 43, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this

Contract and/or Company's Sites with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 32.2) within five (5) Working Days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 32.2.

- 32.6 A persistent breach of Clause 32.2 and/or Clause 32.3 by the Supplier shall entitle the Company to terminate this Contract in whole or in part with immediate effect in accordance with Clause 43, as if such persistent breach were a Supplier Default.
- 32.7 In the event the Company becomes aware that a Relevant Individual has a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from this Contract and/or the Company's Sites with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.
- 32.8 The Supplier shall ensure that each Relevant Individual has the right to work in the UK and shall comply with its obligations under the relevant immigration legislation including but not limited to the obligation to conduct document checks in respect of Relevant Individuals.
- 32.9 Nothing in this Clause 32 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under this Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier is not entitled to claim any extra costs or time or any relief from its obligations as a result of any actions under this Clause 32.

33. **Offers of Employment (Non-Solicitation)**

For the duration of the Contract and for a period of 6 months after expiry or termination of the Contract, the Supplier shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Supplier without the Company's prior written consent. Any breach of this Clause 33 shall render the Supplier liable to pay to the Company a sum equal to the basic salary payable to the employee by the Supplier during the first 6 months of new employment.

PART 11: RESPONSIBLE PROCUREMENT

34. Responsible Procurement

- 34.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with Section 155 of the GLA Act, has directed the Company and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 34.2 The Supplier shall and shall procure that its Sub-Contractors shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.
- 34.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of works, goods and services in an ethical manner (the "Ethical Sourcing Policy") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy and the Supplier shall, and shall procure that all of its Sub-Contractors shall, comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 34.4 The Supplier acknowledges and agrees that it (and its Sub-Contractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).
- 34.5 The Supplier shall not be entitled to payment of Defined Cost relating to any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy) but the Supplier shall not be entitled to any addition to the Fees and the Target Costs in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).
- 34.6 The Supplier shall procure that any Sub-Contractor is required to comply with the provisions of this Clause 34 and the provisions of this Clause 34 are included in any sub-contract (of any tier).
- 34.7 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 34.
- 34.8 The Supplier shall at all times comply with the ETI Base Code and shall at all times comply with the provisions of Schedule 17 (Responsible Procurement) and Schedule 20 (Strategic Labour Needs and Training).

35. CompeteFor

- 35.1 Without prejudice to Clause 54, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("CompeteFor") to make available to other suppliers all appropriate opportunities, arising in connection with this Contract, to supply goods, works and/or services to the Supplier.

- 35.2 The Supplier will use all reasonable endeavours to ensure that its Sub-Contractors use CompeteFor, on a non-exclusive basis, to make available to other parties all appropriate opportunities, arising in connection with this Contract, to supply goods, works and services to such Sub-Contractors.
- 35.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with this Contract, made available to other suppliers via CompeteFor, whether by the Supplier or its Sub-Contractors, as required by Clause 35.2, and will report this information on a Quarterly basis by way of email to the Company's Representative.

PART 12: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

36. Intellectual Property Rights

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11. **What is the primary purpose of the following statement?**

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1. **What is the primary purpose of the proposed legislation?**

2. **How will the proposed legislation affect the current tax system?**

3. **What are the key provisions of the proposed legislation?**

4. **What is the estimated cost of the proposed legislation?**

5. **What is the projected timeline for the implementation of the proposed legislation?**

6. **What is the estimated impact of the proposed legislation on the economy?**

7. **What is the estimated impact of the proposed legislation on individual taxpayers?**

8. **What is the estimated impact of the proposed legislation on businesses?**

9. **What is the estimated impact of the proposed legislation on the government's budget?**

10. **What is the estimated impact of the proposed legislation on the environment?**

11. **What is the primary purpose of the following statement?**

■ XXXXXXXXXX

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

37. **Confidentiality**

37.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Supplier and to use such information only for the purpose of the performance of his obligations under this Contract.

37.2 At the Company's request, the Supplier shall, so far as is reasonably possible:

- (A) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;
- (B) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and

- (C) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.

37.3 The Supplier shall ensure that all Supplier Parties perform the obligations in Clauses 37.1 and 37.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by any Supplier Parties in this regard.

37.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by a Supplier Party and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that Supplier Party for such breach of confidence.

37.5 The Supplier shall not, either alone or jointly with Others, publish any material relating to the Company, the Company's Representative, this Contract or the Services without the prior written consent of the Company.

37.6 The Supplier shall not, either alone or jointly with Others, make any press, television, radio or other media announcement in connection with this Contract or the Services, or any Dispute arising under or in connection with this Contract.

37.7 The provisions of Clauses 37.1 to 37.6 shall not apply:

- (A) to any information which is already in the public domain at the time of its disclosure other than by breach of this Contract; or
- (B) to any information which is required to be disclosed to the extent required by any Applicable Laws, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

37.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 37 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 38.

38. **Freedom of Information**

38.1 For the purposes of this Clause 38:

“FOI Legislation” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

“Information” means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

“Information Request” means a request for any Information under the FOI Legislation.

38.2 The Supplier acknowledges that the Company:

- (A) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and
- (B) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

38.3 Without prejudice to the generality of Clause 38.2 the Supplier shall and shall procure that its Sub-Contractors (if any) shall:

- (A) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to this Contract, the Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and
- (B) in relation to Information held by the Supplier on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

38.4 The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

39. **Data Transparency**

39.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 37 and Clause 38, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

39.2 The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 39.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

40. **Contract Privacy, Data Protection and Cyber Security**

40.1. For the purposes of this Clause 40, unless the context indicates otherwise, the following expressions shall have the following meanings:

<u>“Company Personal Data”</u>	means Personal Data and/or Sensitive Personal Data Processed by the Supplier or any subcontractor on behalf of the Company, pursuant to or in connection with this Contract as set out in this Contract;
<u>“Data Controller”</u>	has the meaning given to it in Data Protection Legislation, noting that under the General Data Protection Regulation this would be using the definition of “Controller”;
<u>“Data Processor”</u>	has the meaning given to it in Data Protection Legislation noting that under the General Data Protection Legislation this would be using the definition of “Processor”;
<u>“Data Protection Impact Assessment”</u>	a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
<u>“Data Subject”</u>	has the meaning given to it in Data Protection Legislation;
<u>“Personal Data”</u>	has the meaning given to it in Data Protection Legislation;
<u>“Processing”</u>	has the meaning given to it in Data Protection Legislation and <u>“Process”</u> and <u>“Processed”</u> will be construed accordingly;
<u>“Restricted Countries”</u>	any country outside the European Economic Area as may be constituted from time to time or the UK;
<u>“Sensitive Personal Data”</u>	sensitive or special categories of Personal Data including criminal allegations, offences and outcomes data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and

"Subject Access Request"

a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted in Data Protection Legislation.

40.2. The Supplier shall comply with all of its obligations under the Data Protection Legislation.

40.3. With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Company is a Data Controller solely responsible for determining the purposes and manner in which Company Personal Data is to be Processed, and that the Supplier is a Data Processor.

40.4. Details of the Company Personal Data to be Processed by the Supplier and the purposes of such Processing are as follows:

(A) The Company Personal Data to be Processed by the Supplier (if any) concerns the following categories of Data Subject:

- the Company's operational staff; and
- members of the public, customers and contracting entities;

(B) the Company Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- images with location and time identifiers;

(C) The Company Personal Data is to be Processed for the following purpose(s):

- monitoring and fault rectification of CCTV cameras;
- incident management;
- recording of images for security purposes.

40.5. Without prejudice to the generality of Clause 40.2, the Supplier shall:

(A) process the Company Personal Data only in accordance with instructions from the Company to perform its obligations under the Contract;

(B) use its reasonable endeavours to assist the Company in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Company to breach any of its obligations under Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

(C) notify the Company without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Company is incompatible with any obligations under Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

- (D) maintain and make available to the Company on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:
 - (i) the purposes for which Company Personal Data is Processed;
 - (ii) the types of Personal Data and categories of Data Subject involved;
 - (iii) the source(s) of the Personal Data;
 - (iv) any recipients of the Personal Data;
 - (v) the location(s) of any overseas Processing of Company Personal Data;
 - (vi) retention periods for different types of Company Personal Data; and
 - (vii) where possible a general description of the security measures in place to protect Company Personal Data.
- (E) where requested to do so by the Company, or where Processing Company Personal Data presents a specific risk to privacy, carry out or assist the Company to carry out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation) and make the results of such an assessment available to the Company;
- (F) without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures that are satisfactory to the Company from time to time, against unauthorised or unlawful Processing of Company Personal Data and against accidental loss, destruction of, or damage to such Company Personal Data;
- (G) without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Company with such information as the Company may from time to time require to satisfy itself of compliance by the Supplier (and/or any authorised sub-contractor) with Clauses 40.5(F) and 40.5(H), including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Supplier itself or the Company;
- (H) notify the Company without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause 40.5, including the unauthorised or unlawful Processing of Company Personal Data, or its accidental loss, destruction or damage;
- (I) having notified the Company of a breach in accordance with Clause 40.5(H), keep the Company properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Company;
- (J) fully cooperate as the Company requires with any investigation or audit in relation to Company Personal Data and/or its Processing including allowing

access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Company (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the party concerned retains and/or Processes Company Personal Data);

(K) notify the Company within two (2) Working Days if it, or any Sub-Contractor, receives:

- (i) from a Data Subject (or third party on their behalf):
 - (1) a Subject Access Request (or purported Subject Access Request);
 - (2) a request to rectify, block or erase any Company Personal Data; or
 - (3) any other request, complaint or communication relating to the Company's obligations under Data Protection Legislation;
- (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Company Personal Data; or
- (iii) a request from any third party for disclosure of Company Personal Data where compliance with such request is required or purported to be required by law;

(L) provide the Company with full cooperation and assistance (within the timescales reasonably required by the Company) in relation to any complaint, communication or request made as referred to in Clause 40.5(K), including by promptly providing:

- (i) the Company with full details and copies of the complaint, communication or request;
- (ii) where applicable, such assistance as is reasonably requested by the Company to enable it to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation; and
- (iii) where applicable, such assistance as is reasonably required by the Company to enable it to comply with a request from a Data Subject to rectify, block or erase any Company Personal Data.

(M) when notified in writing by the Company, supply a copy of, or information about, any Company Personal Data. The Supplier shall supply such information or data to the Company within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request;

- (N) prepare and securely maintain a record of all categories of Processing activities carried out on behalf of the Company in relation to Company Personal Data, as a minimum: (i) its name and contact details and details of a Data Protection Officer (if appointed) or other person with responsibility for data protection compliance; (ii) the categories of Processing it carries out on behalf of the Company; (iii) transfers to Restricted Countries; (iv) a general description of the technical and organisational security measures referred to in this Clause 40.5; and (v) the same information in relation to any subcontractor, together with its name and contact details and when notified in writing by the Company, comply with any agreement between the Company and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Company Personal Data;
- (O) if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer; and
- (P) makes available to the Company all information necessary to demonstrate compliance with the obligations set out in this Clause 40.5.

40.6. The Supplier shall not share Company Personal Data with any Sub-Contractor without prior written consent from the Company and only where there is a written contract in place between the Supplier and the Sub-Contractor which requires the Sub-Contractor to:

- (A) only Process Company Personal Data in accordance with the Company's documented instructions to the Supplier; and
- (B) comply with the same obligations which the Supplier is required to comply with under this Clause 40 (and in particular Clauses 5.2 (D), 13 (Records and Audit), 37 (Confidentiality) and 49 (Indemnity)).

The Supplier remains responsible and liable to the Company for all acts and omissions of any Sub-Contractor as if they were its own.

40.7. The Supplier shall, and shall procure that any sub-contractor shall:

- (A) only Process Company Personal Data in accordance with the Company's documented instructions to the Supplier and as reasonably necessary to perform the Contract in accordance with its terms;
- (B) not Process Company Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Company;
- (C) not Process Company Personal Data in such a way as to:
 - (i) place the Company in breach of Data Protection Legislation;
 - (ii) expose the Company to the risk of actual or potential liability to the Information Commissioner or Data Subjects;

- (iii) expose the Company to reputational damage including adverse publicity;
- (D) not allow the Supplier's Personnel to access Company Personal Data unless such access is necessary in connection with the provision of the Services;
- (E) take all reasonable steps to ensure the reliability and integrity of all Supplier's Personnel who can access Company Personal Data;
- (F) ensure that all Supplier's Personnel who can access Company Personal Data:
 - (i) are informed of its confidential nature;
 - (ii) are made subject to an explicit duty of confidence;
 - (iii) understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - (iv) receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- (G) not disclose or transfer Company Personal Data to any third party without the Supplier having obtained the prior written consent of the Company (save where such disclosure or transfer is specifically authorised under this Contract);
- (H) without prejudice to Clause 40.5(F), wherever the Supplier uses any mobile or portable device for the transmission or storage of Company Personal Data, ensure that each such device encrypts Company Personal Data; and
- (I) comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Company to the Supplier from time to time.

40.8. The Supplier shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Company Personal Data in or to any Restricted Countries without prior written consent from the Company (which consent may be subject to additional conditions imposed by the Company).

40.9. If, after the Commencement Date, the Supplier or any sub-contractor wishes to Process and/or transfer any Company Personal Data in or to any Restricted Countries, the following provisions shall apply:

- (A) the Supplier shall submit a written request to the Company setting out details of the following:
 - (i) the Company Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - (ii) the Restricted Countries which the Company Personal Data will be transferred to and/or Processed in;
 - (iii) any sub-contractors or other third parties who will be Processing and/or receiving Company Personal Data in Restricted Countries;

- (iv) how the Supplier shall ensure an adequate level of protection and adequate safeguards in respect of Company Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Company's compliance with Data Protection Legislation;
- (B) in preparing and evaluating such a request, the parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- (C) the Supplier shall comply with any instructions and shall carry out such actions as the Company may notify in writing when providing its consent to such Processing or transfers, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - (ii) procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing Company Personal Data in any Restricted Countries enters into a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Company and the Supplier in connection with the Processing of Company Personal Data in (and/or transfer of Company Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in 40.9 (C)(i).

40.10. The Supplier and any Sub-Contractor (if any), acknowledge:

- (A) the importance to Data Subjects and the Company of safeguarding Company Personal Data and Processing it only in accordance with the Company's instructions and the Contract;
- (B) the loss and damage the Company is likely to suffer in the event of a breach of the Contract or negligence in relation to Company Personal Data;
- (C) any breach of any obligation in relation to Company Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
- (D) notwithstanding Clause 43 (Termination on Supplier Default), if the Supplier has committed a material breach under Clause 40.10(C) on two or more separate occasions, the Company may at its option:
 - (i) exercise its rights under Clause 41 (Company Step in) to supply the Services in place of the Supplier;
 - (ii) withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - (iii) terminate the Contract in whole or part with immediate written notice to the Supplier and Clause 44.2 shall apply as if the Contract had been terminated in accordance with Clause 43.

40.11. Following termination or expiry of this Contract, howsoever arising, the Supplier:

- (A) may Process the Company Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law (and will then comply with Clause 40.11(B));
- (B) subject to Clause 40.11(A), shall:
 - (i) on written instructions from the Company either securely destroy or securely and promptly return to the Company or a recipient nominated by the Company (in such usable format as and to the extent the Company may reasonably require) the Company Personal Data; or
 - (ii) in the absence of instructions from the Company after 12 months from the expiry or termination of the Contract securely destroy the Company Personal Data.

40.12. Compliance by the Supplier with this Clause 40 shall be without additional charge to the Company.

40.13. Company Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause 40.11.

40.14. For the avoidance of doubt, and without prejudice to Clause 40.11, the obligations in this Clause 40 shall apply following termination or expiry of the Contract to the extent the party concerned retains or Processes Company Personal Data.

40.15. The indemnity in Clause 49.1(C) shall apply to any breach of Clause 40 and shall survive termination or expiry of the Contract.

40.16. The parties' liability in respect of any breach of this Clause 40 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

40.17. The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

PART 13: COMPANY STEP IN, TERMINATION AND SUSPENSION

41. Company Step-in

41.1 Without limiting any other remedy, if the Supplier fails to comply with its obligations to perform the Services as required by this Contract, the Company shall be entitled to perform or procure the performance of the Services or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 41 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.

41.2 Without prejudice to the provisions of Clause 41.1 if the Company reasonably believes that it needs to take action in connection with the Services:

- (A) because a serious risk exists to the health or safety of persons or property or to the environment; and/or
- (B) to discharge a statutory duty,

then the following provisions of this Clause 41 shall apply.

41.3 The Company shall provide notice to the Supplier in writing of the following:

- (A) the action it wishes to take;
- (B) the reason for such action;
- (C) the date it wishes to commence such action;
- (D) the time period which it believes will be necessary for such action; and
- (E) to the extent practicable, the effect on the Supplier and its obligations to provide the Services during the period such action is being taken.

41.4 Following service of the notice required in Clause 41.3, the Company or a third party appointed by the Company for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Company reasonably believes is necessary (the "Required Action").

41.5 For so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Services, the Supplier shall be relieved from its obligations to provide such part of the Services and the Company shall not be liable to pay the Fees or the Defined Cost for such part of the Services.

41.6 For the purposes of this Clause 41 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under this Clause 41 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under this Clause 41.

42. **Voluntary Termination by the Company**

42.1 The Company may terminate this Contract or any part or parts of the Services for convenience at any time on or before the Expiry Date by serving a Termination Notice on the Supplier stating:

- (A) that the Company is terminating this Contract in whole or in part under this Clause 42; and
- (B) that this Contract will terminate in whole or in part on the date specified in the notice, which must be a minimum of twelve (12) months after the date of receipt of the notice.

42.2 This Contract will terminate in whole or in part as the case may be on the date specified in the Termination Notice referred to in Clause 42.1.

43. **Termination on Supplier Default**

43.1 For the purposes of Clause 43, a Supplier Default is any of the following events:

- (A) the Supplier committing a material breach of this Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;
- (B) a Persistent Breach occurring;
- (C) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
- (D) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under this Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same or any similar or analogous procedure or step is taken in any jurisdiction;
- (E) a persistent breach of the Supplier's obligations set out in either or both of Clause 32.2 and 32.3;
- (F) a breach of the Supplier's obligations under Clauses 54 or 55;
- (G) any parent company guarantee or bond required pursuant to Clause 53 becoming invalid and/or the Supplier being in breach of Clause 53.3;

- (H) a breach by the Supplier of its obligations to take out and maintain any of the insurances required pursuant to Clause 50;
- (I) the occurrence of a conflict of interests such that the circumstances set out in Clause 75.5(B) occur;
- (J) the Company becomes entitled to terminate in accordance with the Escalation Procedure;
- (K) a persistent breach of the Supplier's obligations under Schedule 19 (Innovation, Continuous Improvement and Efficiency);
- (L) the Supplier has, at the date of this Contract, been in one of the situations referred to in Regulation 57(1) – 57(5) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016; or
- (M) a breach of the Supplier's obligations under Schedule 22 (Direct Vision Standard).

43.2 If a breach, that is not a Supplier Default, has continued for more than ten (10) Working Days or occurred more than three (3) times in any six (6) month period then the Company may serve a notice on the Supplier:

- (A) specifying that it is a formal warning notice;
- (B) giving reasonable details of the breach; and
- (C) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

43.3 If, following service of a warning notice the breach specified in a warning notice given further to Clause 43.2 has continued beyond twenty (20) Working Days or recurred in three (3) or more months within the six (6) month period after the date of service, then the Company may serve another notice (a "Final Warning Notice") on the Supplier:

- (A) specifying that it is a Final Warning Notice;
- (B) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and
- (C) stating that if the breach continues for more than ten (10) Working Days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, such breach shall constitute a Persistent Breach and this Contract may be terminated further to Clause 43.5.

43.4 A warning notice may not be served in respect of any incident of breach which has previously been counted in the making of a separate warning notice.

- 43.5 If a Supplier Default has occurred and the Company wishes to terminate this Contract in whole or in part, the Company must serve a Termination Notice on the Supplier.
- 43.6 The Termination Notice must specify the type of Supplier Default which has occurred entitling the Company to terminate and whether the Company is terminating this Contract in whole or in part and if in part, the extent of the termination, and the date on which the termination shall become effective.
- 43.7 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then, without prejudice to the Company's rights pursuant to this Clause 43, the Company may require the Supplier to exclude that individual from the Services with immediate effect and that individual may only resume the performance of the Services at the Company's absolute discretion.

44. Compensation on Termination

- 44.1 Following a termination (in whole or in part) in accordance with Clause 42, the Supplier shall be entitled to be paid:
 - (A) the Price for Services Provided to Date at the date of termination of this Contract or the relevant part of it (as applicable), such value to be ascertained in accordance with this Contract as if this Contract had not been terminated, together with any amounts due to the Supplier under this Contract not included in such total value;
 - (B) the reasonable properly incurred cost of removal of the Supplier's property from the Sites in respect of which this Contract has been terminated;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

less any amounts previously paid to the Supplier under this Contract.

- 44.2 Following a termination (in whole or in part) in accordance with Clause 43:
 - (A) the Supplier shall indemnify the Company and keep the Company fully and effectively indemnified against all expense, loss, damage and liabilities suffered or incurred by the Company associated with or arising from the termination including any additional expense incurred by the Company in continuing to provide the Services in respect of which this Contract has been terminated, from the date of termination to the Expiry Date (as may have been extended only where notice has been served pursuant to Clause 2.2) including for the avoidance of doubt the cost of finding an alternative

contractor or contractors and any additional amounts charged by them for providing the Services; and

(B) the Supplier shall be entitled to be paid the Price for Services Provided to Date and which have not been paid for at the date of termination, to the extent that the provision of such Services has been terminated, less the cost to the Company of having the Services that have not been carried out completed (whether the Company has those Services delivered or not).

44.3 In the event that the Company terminates this Contract for any reason under Clause 43, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under this Contract or under general law, at the Company's option:

(A) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or Documentation which are the property of the Company;

(B) permit the Company to place an order for the remaining Services with any other person or persons or complete the provision of such Services by its own workmen;

(C) promptly return to the Company any equipment, goods or Documentation which are the property of the Company and of which the Supplier or any of its Sub-Contractors have possession; and

(D) sell to the Company, at the purchase price any materials or goods properly ordered for the Services in respect of which this Contract has been terminated (and which have not at the date of termination become the property of the Company) and on such payment in full by the Company such materials or goods shall become the property of the Company.

In each such case, the Company shall be entitled to retain the benefit of any part of the Services already provided by the Supplier in accordance with this Contract.

44.4 Any amounts which the Company is liable to pay pursuant to this Clause 44 shall, in default of agreement, be determined pursuant to the provisions of Schedule 5 (Dispute Resolution Procedure).

45. Accrued Rights and Survival

45.1 In the event that this Contract is terminated, the liability of the Company to pay the Supplier in respect of the performance of the Services shall be limited to the Price for Services Provided to Date at the date of termination of this Contract or the relevant part of it (as applicable) in accordance with this Contract.

45.2 Save as otherwise expressly set out in this Contract or as already taken into account in the calculation of any payment of compensation on termination pursuant to this Contract, termination of this Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Contract as at the date of termination and in particular but without limitation the right to recover damages against the other Party.

45.3 The provisions of Clauses 13, 18.3, 29, 34, 36, 37, 38, 39, 40, 42, 45, 49, 57, 58, 59, 60, 62, 64, 68, 69, 73 and 75.1 will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

46. **Force Majeure**

46.1 No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. For the avoidance of doubt, the Company shall not be entitled to terminate this Contract for a Supplier Default if such Supplier Default arises from a Force Majeure Event (but without prejudice to Clauses 46.5 or 46.6).

46.2 The Company shall be under no obligation to make any payments to the Supplier of the Defined Cost or the Fees in respect of any Services affected by the Force Majeure Event and the Fees and Target Costs shall not be adjusted and no Abatement shall apply in respect of any Services affected by the Force Majeure Event.

46.3 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

46.4 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.

46.5 If no such terms are agreed on or before the date falling eighty (80) Working Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and twenty (120) Working Days, then, subject to Clause 46.6, either Party may terminate this Contract in respect of the affected Services by giving twenty (20) Working Days' written notice to the other Party.

46.6 If this Contract is terminated, in whole or in part, under Clause 46.6 no compensation shall be payable by either Party in relation to such termination.

46.7 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Supplier shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

46.8 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall

continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

47. Suspension

- 47.1 Without prejudice to Clause 42, the Company shall have the right at any time to require the Supplier to suspend the provision of the Services (or any part thereof) by giving notice in writing to the Supplier.
- 47.2 In the event that this Contract is suspended in accordance with Clause 47.1, the Supplier shall:
 - (A) issue to the Company an application for payment in respect of those Services provided to the Company in accordance with this Contract up until the date of such suspension; and
 - (B) not carry out any further work in connection with the provision of the Services which are the subject of the suspension until such time as the Company issues a notice lifting the suspension (a "Notice to Proceed").
- 47.3 In the event that this Contract is suspended in accordance with Clause 47.1, and such suspension continues for a period of twenty (20) Working Days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further ten (10) Working Days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.
- 47.4 In the event that the Parties are unable to agree upon the variation requested under Clause 47.3, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 64.

48. Co-operation in Demobilisation

The Parties shall comply with their respective obligations as set out in Schedule 15 (Demobilisation).

PART 14: INDEMNITIES, LIABILITIES AND INSURANCE

49. **Indemnity**

49.1 The Supplier shall be liable for, and shall at all times, indemnify the Company, including any of its employees, servants, agents, sub-contractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after-tax basis against all Losses suffered or incurred by the Company, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group:

- (A) in respect of death or personal injury to any person;
- (B) in respect of loss of or damage to any property (including the TfL Network and Sites and any other property belonging to the Company or for which it is responsible); and
- (C) in respect of claims against the Company made by third parties (whether under contract, tort, breach of statutory duty or otherwise), arising from or in connection with the performance or non-performance of the Supplier under this Contract, or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Party.

49.2 The Supplier shall not be liable under the indemnity in Clause 49.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

49.3 The Supplier's indemnity under Clause 49.1 and all other indemnities under this Contract shall remain in force for the duration of this Contract and for the period of twelve (12) years after the Expiry Date or earlier termination of this Contract.

49.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 49.1 provided that an appropriate pay less notice has been served by the Company on the Supplier.

49.5 Other than in respect of (i) the Losses described in Clause 49.1(C) above and (ii) Excepted Liabilities, neither Party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with this Contract. Each Party respectively undertakes not to sue the other Party or any member of the TfL Group in respect of Consequential Loss for which liability is excluded in this Clause 49.5.

49.6 The Supplier shall have no claim against the Company in respect of delay or disruption of the Services, except as expressly provided for in this Contract.

49.7 **Control of indemnity claims**

- (A) Subject to Clause 49.7(B), if a claim is made against a Party ("the Indemnified Party"), or the Indemnified Party becomes aware that a claim is likely to be made, by a third party which may give rise to a claim under an indemnity given by a Party ("the Indemnifying Party"):

- (1) the Indemnified Party shall promptly notify the Indemnifying Party of the claim, giving full particulars of the claim, and consult with the Indemnifying Party in relation to the proposed actions to be taken prior to settlement or compromise of the claim;
- (2) each Party shall provide the other Party with such assistance and information as it reasonably requests in relation to the claim;
- (3) the Indemnified Party shall not admit liability in respect of or settle the matter without first obtaining the Indemnifying Party's written consent; and
- (4) subject to applicable security and confidentiality restrictions, the Indemnified Party shall provide the Indemnifying Party with reasonable access to its premises and personnel and all relevant assets, documents and records for the purpose of investigating the matter.

(B) The Company may elect at any time to have sole control of the defence of proceedings relating to any claim for which the Supplier has given an indemnity and all negotiations for its settlement (in which case the provisions in Clause 49.7(D) shall apply to the Company as if it were the Indemnifying Party and the Supplier were the Indemnified Party).

(C) If the Company elects to have sole control of the defence of proceedings pursuant to Clause 49.7(B) after the Supplier has already commenced the defence of such proceedings, the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the Company, and shall provide to the Company all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.

(D) The Indemnifying Party shall:

- (1) assume and conduct the defence of any proceedings relating to the claim diligently using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute in which case the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim;
- (2) consult with the Indemnified Party and keep the Indemnified Party informed of all material matters, including formulation of any defence and counter-claims and filing of evidence from employees of the Indemnified Party;
- (3) not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or delayed) and do nothing which could prejudice the defence of any such claim; and
- (4) obtain the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed, before any settlement is made in respect of the claim.

49A. Delay Damages

- 49A.1 The Supplier shall pay Delay Damages to the Company at the rate stated in the Stage 5 Notice from the relevant Launched Upgrade Work Activity Completion Date for each day until the date that the relevant Launched Upgrade Work Activity achieves the Launched Update Work Activity Completion.
- 49A.2 If the relevant Launched Upgrade Work Activity Completion Date is changed to a later date after delay damages have been paid in respect of that the Launched Upgrade Work Activity, the Company shall repay the overpayment of damages to the Supplier with interest at the Interest Rate. Interest is assessed from the date of payment to the date of repayment and the date of repayment shall be a Payment Assessment Date.
- 49A.3 If the Company takes part of a Launched Upgrade Works Activity into service before the Launched Upgrade Work Activity achieves the Launched Update Work Activity Completion Date, the Delay Damages shall be reduced from the date on which the part is taken over. The Company's Representative shall assess the benefit to the Company of taking over the part of the Launched Update Work Activity as a proportion of the benefit to the Company of taking over the whole scope of the Launched Upgrade Work Activity not previously taken over. The Delay Damages shall be reduced in this proportion.

50. Insurance

50.1 Without prejudice to the obligation to indemnify the Company set out in Clause 49.1, the Supplier undertakes to:

- (A) maintain at its own cost insurance which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made under such Act or any amendment or re-enactment thereof at a level of not less than £10,000,000 (ten million pounds) per occurrence;
- (B) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £10,000,000 (ten million pounds) per occurrence;
- (C) maintain at its own cost an adequate level of professional indemnity liability insurance of not less than £5,000,000 (five million pounds) per occurrence;
- (D) maintain at its own cost an adequate level of product liability insurance of not less than £10,000,000 (ten million pounds) per occurrence and in the annual aggregate;
- (E) [REDACTED]
- (F) ensure that any Sub-Contractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil; and

(G) produce within five (5) Working Days of any reasonable request by the Company and in any event before the commencement of any of the Services under this Contract satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 50.

50.2 The Supplier's liabilities under this Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 50.1.

50.3 If the Supplier fails to maintain the insurance policies as provided in this Clause 50, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

51. **Environmental Claims**

51.1 The Supplier shall indemnify the Company against Losses and costs of Remediation in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of this Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, Sub-Contractors or agents.

51.2 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's Sites.

51.3 Where the Supplier discovers or suspects that any of the Sites have been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.

51.4 In the event that the Supplier commissions an environmental assessment, the Supplier shall procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.

51.5 The Supplier shall provide to the Company's Representative:

- (A) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 51, the "authorisations");
- (B) copies of any amendments to the authorisations;
- (C) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and

(D) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

52. **Sole Remedy**

52.1 Without prejudice to any entitlement of the Supplier:

(A) to specific performance of any obligation under this Contract; or
(B) to injunctive relief;

the Supplier's sole remedy in relation to matters for which an express right or remedy is stated in this Contract shall be that right or remedy and the Supplier shall have no additional right or remedy arising by common law, in equity, by statute or otherwise.

52.2 The Supplier shall not be held to be failing to comply with its obligations under this Contract to the extent that such failure to comply is a result of the Company's breach of its obligations hereunder.

53. **Bonds, Warranties and Guarantees**

53.1 Where stated in Schedule 1 (Contract Data), the Supplier shall at its own expense provide:

(A) within five (5) Working Days of the Company's request, an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier [REDACTED] in the form set out in Schedule 7 (Form of Parent Company Guarantee) in favour of the Company; or

[REDACTED]

[REDACTED]

53.2 The Supplier shall ensure that any bond required under Clause 53.1:

(A) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1 (Contract Data); and

(B) is renewed every twelve (12) months until the Expiry Date (or date of termination if earlier) for an identical amount to that stated in sub-clause 53.2(A) (notwithstanding any claim or claims under any bond previously provided to the Company).

53.3 If at any time the existing bond or parent company guarantee cease(s) to meet the requirements of Clauses 53.1 and 53.2 then the Supplier shall replace such bond or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within five (5) Working Days.

53.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond or parent company guarantee supplied under Clause 53.1 completed and signed by a qualified lawyer from the country in which the Guarantor and/or parent company is resident in form and substance satisfactory to the Company.

53.5 If required by the Company, the Supplier shall procure that the terms of any Sub-Contract require the Sub-Contractor, within five (5) Working Days of a written request by the Company to the Sub-Contractor, to enter into:

(A) a collateral warranty in the form set out in Schedule 9 (Form of Collateral Warranty) in favour of the Company and if requested by the Company, the Supplier shall require the Sub-Contractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the Sub-Contractor is resident in form and substance satisfactory to the Company; and

(B) a parent company guarantee in the form provided by the Company from the ultimate holding company of the Sub-Contractor in respect of any of the Sub-Contractor's obligations under any collateral warranty required under this Clause 53.5.

53.6 Where the Supplier has provided the Company with a performance bond and thereafter any variation is made to the Services or Contract under Clause 15, the Company may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Company.

53.7 In the event that the Supplier is in breach of any of the foregoing provisions of Clause 53, the Company may retain monies otherwise due to the Supplier, as more particularly set out in Schedule 3 (Payment).

53.8 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

PART 15: GENERAL CONDITIONS

54. Assignment and Sub-Contracting

54.1 The Supplier shall not assign, novate or sub-contract any of its rights or obligations under this Contract or any part thereof without the prior written consent of the Company.

54.2 The sub-contracting of all or any part of the Services to a Sub-Contractor shall not relieve the Supplier of its obligations to perform the Services under this Contract.

54.3 Subject to the provisions of this Contract, the Supplier shall be responsible as against the Company for the acts and omissions of any Supplier Party as if they were the acts and omissions of the Supplier. The Supplier shall, as between itself and the Company, be responsible for the selection of and pricing by any Supplier Party.

54.4 The Company may novate, assign, transfer or sub-contract this Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.

54.5 Within five (5) Working Days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 6 (Deed of Novation) in favour of any person to whom this Contract is being novated.

54.6 Subject to the Company's prior written consent pursuant to Clause 54.1, where the Supplier subcontracts any or all of the Services, the Supplier shall include in each Sub-Contract (and procure that its Sub-Contractors include in each of their sub-contracts) payment terms substantially similar to those set out in Clause 18 and Schedule 3 (Payment).

54.7 On or before the Commencement Date the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Sub-Contractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Sub-Contractor which the Supplier subsequently involves in the Services after the Commencement Date.

54.8 The Company reserves the right to verify whether there are any grounds for excluding any Sub-Contractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 54.8, the Company may request that the information provided by the Supplier under Clause 54.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Sub-Contractor(s). Further, the Company:

(A) shall require that the Supplier replace any Sub-Contractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and

(B) may require that the Supplier replace any Sub-Contractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.

54.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a Sub-Contractor pursuant to Clause 54.8(A) or (B).

54.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clause 54.8(A) or (B).

55. **Change of Control**

The Supplier shall not without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) implement any Change of Control of the Supplier.

56. **Costs**

Except as otherwise agreed each Party shall bear its own costs incurred in connection with the negotiation, preparation and execution of this Contract.

57. **Severance**

57.1 Each provision of this Contract (including each provision in each of the schedules) is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by Applicable Laws. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law it shall to that extent be deemed not to form part of this Contract. The remaining provisions of this Contract shall continue in full force and effect and their validity, legality and enforceability shall not therefore be affected or impaired.

57.2 If a provision of this Contract is held to any extent to be invalid, the Parties shall as soon as reasonably practicable commence negotiations in good faith to remedy that invalidity.

58. **Publicity**

The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

59. **Corrupt Gifts and Payments of Commission**

59.1 The Supplier undertakes that it shall not and shall procure that its Sub-Contractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

59.2 The Supplier undertakes that it shall not, and shall use reasonable endeavours to procure that its Sub-Contractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

59.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 59 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.

59.4 Without prejudice to Clause 59.1, the Supplier shall ensure that it and any other Sub-Contractors shall:

- (A) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (B) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK;
- (C) comply with the Company's policy on fraud, theft, bribery, corruption, irregularity and waste referred to as "TfL's Fraud and Bribery Policy" as the Company may update it from time to time ("Relevant Policy");
- (D) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and Clause 59.4(A), and will enforce them where appropriate;
- (E) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier or any Sub-Contractor in connection with the performance of this Contract of which the Supplier is, or ought reasonably to be, aware;
- (F) immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract; and
- (G) on 31 March annually, certify to the Company in writing signed by an officer of the Supplier compliance with this Clause 59 by the Supplier and all Sub-Contractors. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

60. **No Waiver**

60.1 No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

60.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of this Contract or otherwise.

61. **Mitigation**

Both Parties shall take all reasonable steps and in the case of the Supplier act in accordance with Good Industry Practice to minimise and mitigate any loss and/or compensation for which it may make a claim against or which it may otherwise be entitled to recover from the other Party, including in the case of the Supplier by procuring (where applicable) that each Supplier Party takes all reasonable steps to mitigate and minimise such loss and/or compensation.

62. **Entire Contract**

This Contract embodies and sets forth the entire contract and understanding of the Parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of this Contract. Except in the case of fraud, neither Party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in this Contract.

63. **Other Contracts with the Company**

Except as otherwise agreed in writing by the Parties, if the Supplier or any Supplier Party has entered or enters into any other contract with the Company relating in any way to the subject matter of this Contract, no breach by the Company of such other contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Company, its servants or agents or other contractors relating to or connected with any other such contract shall, regardless of any negligence on its part or their part:

- (A) give the Supplier any right under this Contract to a Compensation Event or an extension of time or additional payment or damages or any other relief or remedy whatsoever against the Company;
- (B) affect, modify, reduce or extinguish either the obligations of the Supplier or the rights or remedies of the Company under this Contract; or
- (C) be taken to amend, add to, delete, or waive any term or condition of this Contract.

64. **Dispute Resolution**

If any question, dispute, difference or claim (a “Dispute”) should arise under or in connection with this Contract, either Party may refer it for resolution pursuant to Schedule 5 (Dispute Resolution Procedure).

65. **Counterparts**

This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

66. **Partnerships and Joint Ventures**

66.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under this Contract are joint and several. This Contract and the liabilities of the partners under this Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional

partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under this Contract.

- 66.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under this Contract are joint and several.
- 66.3 Nothing in this Contract shall constitute, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Contract, neither Party is deemed to be the agent of the other, and neither Party holds itself out as the agent of the other.

67. **Independent Supplier**

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or Sub-Contractors or their employees hold themselves out as, an agent of the Company.

68. **Governing Law and Jurisdiction**

- 68.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 68.2 The Company and the Supplier submit, subject to the provisions of this Contract, 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.

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

- 69.1 Subject to the Replacement Employer's rights under Clause 29, no person except any member of the TfL Group may enforce this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.
- 69.2 Notwithstanding those rights referred to in Clause 69.1, the Company and the Supplier may agree to vary or rescind this Contract without the consent of any third party.

70. **Further Assurance**

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 Contract.

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

- 71.1 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 Contract. The notification shall include steps being taken, if applicable, to remedy the Occasion of Tax Non-Compliance.

71.2 For the avoidance of doubt, the obligation in Clause 71.1 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.

71.3 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.

71.4 In exercising its rights or remedies under this Clause 71 or Clause 43, 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 Compliance;
- (B) seriously consider, where appropriate, action other than termination of this Contract to deal with the failure of the Supplier to comply with this Clause 71.

72. **Capacity**

Save as otherwise expressly provided, the obligations of the Company under this Contract are obligations of the Company in its capacity as a contracting counterparty and nothing in this Contract 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 Contract (howsoever arising) on the part of the Company to the Supplier.

73. **Amendments**

Any amendments to this Contract, other than those made in accordance with Clause 15, 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 12.

74. **Notices and Service of Process**

74.1 Subject to Clause 74.2, any notice or other document given under, or in connection with, this Contract must be in English and in writing and sent by letter, electronic mail 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 (Contract Data); and
- (C) 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 and electronic mail address of the Company and the Supplier are set out in Schedule 1 (Contract Data).

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

74.2 The Parties agree that proceedings arising out of or in connection with this Contract may not be served by electronic mail provided that the Company may from time to time give notices to the Supplier that such proceedings may be served by electronic mail. If the Company gives such a notice then with effect from such notice such proceedings may be served by electronic mail in accordance with Clause 74.1. 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 Contract may not be served by electronic mail.

PART 16: TFL GROUP REQUIREMENTS

75. TfL Group

75.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (A) Without prejudice to the Company's right to terminate this Contract under Clause 42.1, 43, or at common law, the Company may terminate this Contract at any time in accordance with the provisions of this Clause 75.1 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 the Contract 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 75.1 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 42.1 and this Clause 75.1 or the Cessation Plan, the provisions of this Clause 75.1 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 75.1 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 Contract 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 Contract in accordance with this Clause 75.1.

75.2 Crime and Disorder Act 1998

The Supplier acknowledges that the Company is 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 its 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 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 to satisfy its duty.

75.3 The Company's business

The Supplier acknowledges that it:

- (A) has sufficient information about the Company 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 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 Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Services.

75.4 **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 Contract in order for the Company to achieve best value.

75.5 **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 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 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 Contract.

75.6 **Equality and Diversity**

- (A) Without limiting the generality of any other provision of this Contract, 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 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 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 the 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) In addition to this Clause 75.6, the Supplier shall comply with its obligations under Schedule 17 (Responsible Procurement) in respect of equality and diversity.

75.7 Work Related Road Risk

- (A) For the purposes of Clauses 75.7(B) to 75.7(J) (inclusive) of this Contract, the following expressions shall have the following meanings:

“Approved Progressive Driver Training” means an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;

“Car-derived Van” 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 HGV” 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 HGV” means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

“CLOCS Standard” means the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk;

“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 an HGV, a Van or a Car-derived Van;

“Direct Vision Standard” or **“DVS”** means 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 HGV cab in relation to other road users. Further information can be found at: 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;

“FORS” means the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and P2W. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Standard” means the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk;

“Gold Accreditation” means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

“HGV” means a vehicle with an MAM exceeding 3,500 kilograms;

“MAM” means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Silver Accreditation” means the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk; and

“Van” 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 90 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 Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit 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 Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

(C) Safety Features on HGVs

The Supplier shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

(D) Construction Logistics and Community Safety (CLOCS)

- (1) Where applicable:
 - (a) the Supplier shall comply with the CLOCS Standard;
 - (b) the Supplier shall ensure that the conditions at all sites and locations where:
 - (i) the Services are being delivered, or
 - (ii) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

(E) Direct Vision Standard

Where applicable:

- (1) the Supplier shall comply with the Schedule 22 (Direct Vision Standard); and
- (2) the Supplier shall ensure that:
 - (a) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

(b) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

(F) Driver Training

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the term of this Contract.

(G) Collision Reporting

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall within 15 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 at any time.

(H) Self-Certification of Compliance

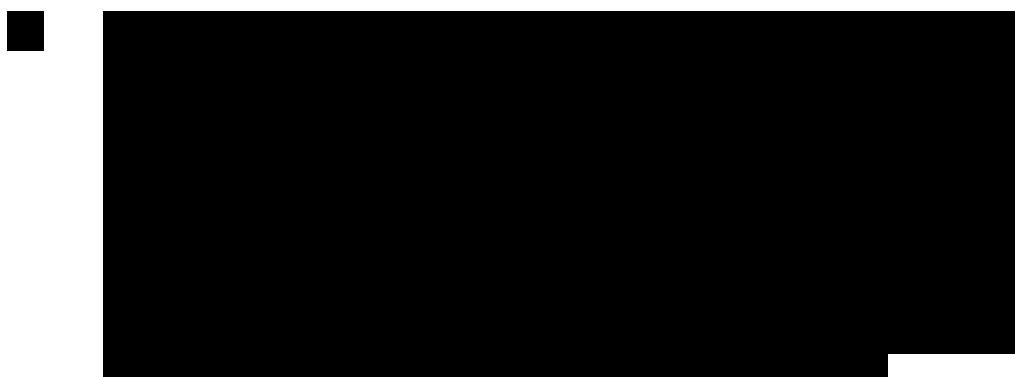
Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 75.7(B), 75.7(C) 75.7(D), 75.7(E), 75.7(F) and 75.7(G) of this Contract (the "WRRR Self-Certification Report"). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

(I) Obligations of the Supplier Regarding Sub-Contractors

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

(1) Clauses 75.7(B), 75.7(F), 75.7(G) and 75.7(H);
(2) for Category N2 HGVs – Clause 75.7(C);
(3) for Category N3 HGVs – Clauses 75.7(C) and, where applicable, 75.7(D) and 75.7(E);

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



(J) Failure to Comply

Without limiting the effect of any other Clause of this Contract relating to termination, if the Supplier fails to comply with Clauses 75.7(B), 75.7(C) (where applicable), 75.7(D) (where applicable), 75.7(E) (where applicable), 75.7(F), 75.7(G), 75.7(H) and/or 75.7(I):

- (1) the Supplier has committed a material breach of this Contract; 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.

Executed as a **deed** by
affixing the common seal of
Transport for London
in the presence of

Authorised Signatory

X
Executed as a **deed** by
[] acting by

X
and

) _____
Authorised Signatory
) _____
) _____
Authorised Signatory

SCHEDULE 1: Contract Data

General

Contract Reference Number:	TfL- 01230
Commencement Date:	12 August 2019
Services Commencement Date:	01 January 2020
Expiry Date:	31 March 2027
Notices (to Company):	Address: Transport for London 55 Broadway London SW1H 0BD Email: [REDACTED]
Notices (to Supplier):	Address: [REDACTED] Teltel Technology Services Ltd Point 3, Haywood Road Warwick, CV34 5AH Email: [REDACTED]
Company's Representative:	[REDACTED] Address: Transport for London 55 Broadway London SW1H 0BD Email: [REDACTED] Tel: [REDACTED]
Supplier's Representative:	[REDACTED] Address: Teltel Technology Services Limited Unit A & B Pirin Court South Crescent Cody Road Canning Town London, E16 4TL Email: [REDACTED] Tel: [REDACTED]

Senior Representative (Company):	<p>[REDACTED]</p> <p>Address: Floor 11B Palestra 197 Blackfriars Road London SE1 8NJ]</p> <p>Email: [REDACTED]</p> <p>Tel: [REDACTED]</p>
Senior Representative (Supplier):	<p>[REDACTED]</p> <p>Address: Telent Technology Services Limited Unit A & B Pirin Court South Crescent Cody Road Canning Town London, E16 4TL</p> <p>Email: [REDACTED]</p> <p>Tel: [REDACTED]</p>
Core Group (initial members):	<p>Company: [REDACTED] [REDACTED]</p> <p>Supplier: [REDACTED] [REDACTED]</p>
Key Personnel:	See Appendix 1 to this Schedule 1.
Fee Percentage:	<p>Integrated Team Fee: [REDACTED]</p> <p>Maintenance Services Fee [REDACTED]</p> <p>Upgrade Work Activity Fee [REDACTED]</p>
Interest Rate (Clause 20):	[REDACTED]
Performance Security (Clause 53):	<p>Performance Bond: <i>Required as described in Clause 53.1</i></p> <p>Parent Company Guarantee: <i>Required as described in Clause 53.1</i></p>

<p>The bond provides, in aggregate credit protection for the Company of an amount not less than:</p> <p>NB: Any performance bond provided is renewed every twelve (12) months until the Expiry Date (or date of termination of this Contract if earlier) for an amount equal to that stated in the box opposite (notwithstanding any claim or claims under any bond previously provided to the Company).</p>	
<p>Cancellation Costs (Schedule 13, Paragraph 1.9):</p>	<p>See Appendix 2 to this Schedule 1.</p>
<p>Benchmark Upgrade Work Activity Breakdowns</p>	<p>See Appendix 3 to this Schedule 1</p>

SCHEDULE 1 - APPENDIX 1: KEY PERSONNEL

The Key Personnel are listed in the table below:

SCHEDULE 1 - APPENDIX 2

CHARGES FOR ENGINEER'S TRAINS

TfL Supplied Resource	Rate (£ p)	Unit
<u>Engineers Trains (TransPlant) 18/19 rates</u>		
Class A non-uncoupling train	[REDACTED]	Per 8hr shift
Class B long welded rail train	[REDACTED]	Per 8hr shift
Class C uncoupling train with loading gang	[REDACTED]	Per 8hr shift
Class D uncoupling train without loading gang	[REDACTED]	Per 8hr shift
Class E ballast track replacement including T3	[REDACTED]	Per weekend
DISAB (Ballast Sucker)	[REDACTED]	Per 8hr shift
Technical and operational support	[REDACTED]	Per person each 8 hr shift
Loading gang (up to five operatives)	[REDACTED]	Per 8hr shift
Technical and operational support	[REDACTED]	Per hour
Crane, roll loader, track relaying machine	[REDACTED]	Per 8hr shift
Plain line/P&C tamper	[REDACTED]	Per 8hr shift
Plain line/P&C tamper	[REDACTED]	Per 12hr shift
Plain line/P&C tamper in train formation	[REDACTED]	Per 8hr shift
Plain line/P&C tamper in train formation	[REDACTED]	Per 12hr shift
Tamper delivery via road	[REDACTED]	item

SCHEDULE 1 - APPENDIX 3 - BENCHMARK UPGRADE WORK ACTIVITY BREAKDOWNS

Integrated Team Budget Breakdown for Budget Period one

1.00	Integrated Team	£	[REDACTED]
2.00	Advance Works	£	[REDACTED]
3.00	Total of Defined Cost Breakdown (excluding Fee)	£	[REDACTED]
3.00	Integrated Team Fee percentage	£	[REDACTED]
4.00	Integrated Team Fee	£	[REDACTED]
4.00	Integrated Team Budget Breakdown	£	[REDACTED]

Integrated Team and Advance Works - Define Cost Breakdown

Code	Description	Quantity	Unit	Unit Rate	Total for Budget Period one
1.0	Integrated Team				
1.1	Supplier Personnel (Principal Team)				
1.11	Supplier's Representative / Senior Project Manager	340.00	Per Day		
1.12	Health and Safety Manager	46.00	Per Day		
1.13	Design Manager	340.00	Per Day		
1.14	Software Engineer	26.00	Per Day		
1.15	Systems Design Engineer	260.00	Per Day		
1.16	Installation Design Engineer	26.00	Per Day		
1.17	CAD Engineer	52.00	Per Day		
1.18	Lead Installation Engineer	26.00	Per Day		
1.19	Installation Engineer	52.00	Per Day		
1.20	Lead Systems Integration Engineer	26.00	Per Day		
1.21	Systems Integration Engineer	52.00	Per Day		
1.22	Lead Estimator	13.00	Per Day		
1.23	Estimator	65.00	Per Day		
1.24	Planner	85.00	Per Day		
1.25	Insert as necessary	0.00	Per Day		£0.00
1.2	Plant and Equipment				
1.21		0.00	[Insert unit]		£0.00
1.22		0.00	[Insert unit]		£0.00
1.23		0.00	[Insert unit]		£0.00
1.24		0.00	[Insert unit]		£0.00
1.25		0.00	[Insert unit]		£0.00
1.26	Insert additional rows as necessary	0.00	[Insert unit]		£0.00
1.3	Material and Charges				
1.31		0.00	[Insert unit]		£0.00
1.32		0.00	[Insert unit]		£0.00
1.33		0.00	[Insert unit]		£0.00
1.34		0.00	[Insert unit]		£0.00
1.35		0.00	[Insert unit]		£0.00
1.36	Insert additional rows as necessary	0.00	[Insert unit]		£0.00
1.4	Sub Contractors				
1.41		0.00	[Insert unit]		£0.00
1.42		0.00	[Insert unit]		£0.00
1.43		0.00	[Insert unit]		£0.00
1.44		0.00	[Insert unit]		£0.00
1.45		0.00	[Insert unit]		£0.00
				subtotal	
2.0	Advance Works				
2.1	Supplier Personnel				
2.11		0.00	Per Day		£0.00
2.12		0.00	Per Day		£0.00
2.13		0.00	Per Day		£0.00
2.14		0.00	Per Day		£0.00
2.15		0.00	Per Day		£0.00
2.16	Insert additional rows as necessary	0.00	Per Day		£0.00
2.2	Plant and Equipment				
2.21		0.00	[Insert unit]		£0.00
2.22		0.00	[Insert unit]		£0.00
2.23		0.00	[Insert unit]		£0.00
2.24		0.00	[Insert unit]		£0.00
2.25		0.00	[Insert unit]		£0.00
2.26	Insert additional rows as necessary	0.00	[Insert unit]		£0.00
2.3	Material and Charges				
2.31		0.00	[Insert unit]		£0.00
2.32		0.00	[Insert unit]		£0.00
2.33		0.00	[Insert unit]		£0.00
2.34		0.00	[Insert unit]		£0.00
2.35		0.00	[Insert unit]		£0.00
2.36	Insert additional rows as necessary	0.00	[Insert unit]		£0.00
2.4	Sub Contractors				
2.41		0.00	[Insert unit]		£0.00
2.42		0.00	[Insert unit]		£0.00
2.43		0.00	[Insert unit]		£0.00
2.44		0.00	[Insert unit]		£0.00
2.45		0.00	[Insert unit]		£0.00
2.46	Insert additional rows as necessary	0.00	[Insert unit]		£0.00
				subtotal	

[Insert Upgrade Work Activity title]

	Pricing assumptions
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	Scope exclusions
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	Other notes
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SCHEDULE 1 – APPENDIX 4 – MAINTENANCE PLAN

Appendix 4 is the document titled "Schedule 1 Appendix 4 – Maintenance Plan" and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM).

SCHEDULE 1 – APPENDIX 5 – OFF SITE MAINTENANCE TEAM

Job Title

The image is a high-contrast, black-and-white graphic. It features a vertical column of black pixels on the left side, which tapers and then widens towards the bottom. The background is white, and the right side of the image is entirely black, creating a strong visual contrast.

SCHEDULE 2: Specification

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1. DEFINITIONS AND ABBREVIATIONS

1.1 For the purposes of this Schedule 2 (Specification) the following expressions shall have the following meaning:

'Asset' means an asset which is made up of multiple Consumables and Components, enabling the asset to perform a designated function and/or duty.

'Communication Systems' means Systems and Equipment for the collection and transmission of analogue and digital data.

'Components' means the building blocks of an Asset or System. Typical components include, but are not limited to:

- (A) Generally – components, integrated circuits, printed circuit boards ("PCBs"), covers, wiring connection blocks, cabling, etc.
- (B) CCTV Systems – cameras, insulated wiring, integrated circuits, PCBs, hard drives, enclosure seals, viewing glass, housing enclosures, fans, cabling (Cat 5E/6 or coaxial)
- (C) Public Address Systems – loudspeakers, ANS, insulated wiring, integrated circuits, PCBs
- (D) Access Control Security Systems – insulated wiring, integrated circuits, PCBs.

'Consumables' means the day to day items, typically cleaning products, batteries, lenses, camera housing glass, lens wipes, anti-static cleaning solution, soft cloth, small soft bristle brush, filters, seals, metal cable ties, screws, clips etc., that are used continuously to enable planned, reactive and corrective Maintenance Services to be undertaken.

'Equipment' means a cover, all descriptor for all combinations of Communication Systems, Assets, Components, Consumables and Supporting Infrastructure.

'Equipment Register' means the equipment register identifying the Equipment located at each Site.

'Interim Measures' means measures, temporary equipment or processes put in place to deliver performance at required level.

'Interim Rectification' means a safe, non-permanent or non-compliant repair to Equipment or interim measures such that performance is delivered at required level.

'Permanent Rectification' means a permanent and compliant repair to Equipment such that it delivers performance at required level.

'Service Matrix' means the service matrix provided at Appendix 3 to this Schedule 2 (Specification) which identifies Sites (by business unit) and the:

- Equipment and System types located at each of the Sites;
- Statutory and general Planned Maintenance Services requirements per Site; and

- associated Reactive Maintenance Service requirements.

'Spares' means replacement Assets, Components and Consumables as applicable.

'Supporting Infrastructure' means the miscellaneous items of Equipment which provide the linkages between Assets and Components to enable Equipment to perform its designated function and/or duty. Typical examples of Supporting Infrastructure are camera supporting brackets, transmission data circuits etc.

'Systems' means a system that is typically larger than an Asset, but made up of a number of Assets working together to perform a designated function and/or duty.

1.2 For the purposes of this Schedule 2 (Specification), the abbreviations set out in the following table have the meaning so defined. The abbreviations are created by reference to:

- LUL's Glossary of Terms (S1622) (a Category 1 Standard);
- from published sources that are clearly identified

Abbreviation	Definition	Source
ACM	Asset Condition Monitoring	b
ADSL	Asymmetric Digital Subscriber Line	b
AFILS	Audio Frequency Induction Loop System	a
AMP	Asset Management Plan	a
AMS	Asset Management System / Strategy	a
AIMS	Asset Information Management System	a
APD	Asset Performance Directorate	a
ANS	Ambient Noise Sensor	a
BCV	Bakerloo, Central and Victoria Lines	a
BIM	Business Information Modelling	a
BS	British Standards Institute	a
BTP	British Transport Police	a
C&I	Control & Information	a
CAD	Computer Aided Design	a
CCA	Change Control Authority (Board)	a
CAFM	Computer Aided Facilities Management	b

Abbreviation	Definition	Source
CCTV	Closed Circuit Television	a
CCU	Central Control Unit	a
CER	Communications Equipment Room	a
CEU	Central Equipment Unit	a
CFM	Critically Focused Maintenance	b
CIMS	Communications Information and Management System	a
CIS	Customer Information System	a
CMS	Cable Management System	a
COSHH	Control of Substances Hazardous to Health	a
CPNI	Centre of the Protection of National Infrastructure guidelines	b
CSDE	Correct Side Door Enable	a
DLO	Direct Labour Organisation	a
DMI	Dot Matrix Indicator	a
EEA	European Economic Area	b
EOL	End Of Line	b
ESUB	Electronic Service Update Board	a
ETCDS	Emergency Traction Current Discharge System	a
EU	European Union	a
EVC	Emergency Voice Communication or Refuge Point	b
FM	Facilities Management	a
FMECA	Failure Modes, Effects and Criticality Analysis	a
FRC	Fault Report Centre	a
GDPR	General Data Protection Regulations	b

Abbreviation	Definition	Source
GUI	Graphical User Interface	a
HCI	Human Computer Interaction	a
HR	Human Resources	a
HSCC	Highgate Service Control Centre	b
HS&E	Health, Safety and Environment	a
Hz	Hertz	a
ICI	Industry Common Induction	b
ID	Identification	a
IET	The Institute of Engineering and Technology	a
IMAC	Information Management Alarm Controller	b
IMR	Interlocking Machine Room	a
IOSH	Institute of Occupational Safety and Health	a
IP	Ingress Protection	a
IPAF	International Powered Access Federation	b
IRSE	Institute of Railway Signalling Engineers	a
ISDN	Integrated Services Digital Network	a
JLE	Jubilee Line Extension	a
JNP	Jubilee, Northern and Piccadilly Lines	a
KPIs	Key Performance Indicators	a
LAN	Local Area Network	a
LFEPA	London Fire and Emergency Planning Authority	a
LLCCTV	Long Line Closed Circuit Television	b
LCS	Location Coding Scheme	a
LOP	Local Operator Panel	b

Abbreviation	Definition	Source
LMS	Line Management System	b
LU	London Underground	a
MAID	Mandatory Asset Information Deliverables	a
MDA	Monitor Display Assembly	b
MRM	Maintenance Review Meeting	b
NCC	Network Control Centre	a
NEBOSH	National Examination Board in Occupational Safety and Health	a
NPPV	Non- Police Personnel Vetting	b
NSCC	Neasden Service Control Centre	b
NTP	Network Time Protocol	b
NVQ	National Vocational Qualification	a
NVR	Network Video Recorder	b
O&M	Operating and Maintenance	a
OFB	Optical Fibre Backbone	a
OPO	One Person Operation	a
PA	Public Address	a
PAM	Passenger Awareness Monitor	b
PASMA	Prefabricated Access Suppliers and Manufacturers Association	b
PAT	Portable Appliance Testing	a
PAVA	Public Address Voice Alarm	b
PC	Personal Computer	a
PCB	Printed Circuit Board	a
PCDVA	Personal Computer Digital Voice Announcer	b
PDF	Portable Document Format	a

Abbreviation	Definition	Source
PHP	Passenger Help Point	a
PID	Passenger Information Display	a
PIR	Passive Infra Red	b
PLC	Programmable Logic Controller	a
PPE	Personal Protective Equipment	a
PPM	Planned Preventative Maintenance	a
PSTN	Public Switched Telephone Network	a
PSU	Power Supply Unit	a
PUWER	Provision and Use of Work Equipment Regulations	a
RBM	Risk Based Maintenance	b
ROP	Remote Operator Panel	b
RPTI	Remote Positive Train Information	b
RTU	Remote Terminal Unit	a
RVP	Rendezvous Point for Emergency Services	a
SAP	Station Announcement Point	a
SCADA	Supervisory Control And Data Acquisition	a
SCC	Service Control Centre	a
SCP	Station Control Point	a
SCR	Station Control Room	b
SDH	Synchronous Digital Hierarchy	a
SER	Signalling Equipment Room	a
SID	Station Area Identification	a
SIMS	Station Information Management System	a
SSL	Sub-Surface Lines	a
SSO	Station Supervisors Office	a

Abbreviation	Definition	Source
SSR	Sub Surface Railway	a
TBTC	Transmission Based Train Control	a
TCC	Train Crew Centres	b
TDVA	Telent Digital Voice Announcer	b
TfL	Transport for London	a
THID	Ticket Hall Information Display	b
TP/TE	Train Prediction/ Train Event	b
UK	United Kingdom	a
VEID	Visual Electronic Information Display	a
VID	Visual Information Display	a
VLU	Victoria Line Upgrade Project	a
VTU	Voice Transfer Unit	a
WAN	Wide Area Network	a

2. GENERAL REQUIREMENTS (APPLICABLE TO ALL SERVICES)

2.1 Security Vetting

2.1.1

[REDACTED]

2.1.2

[REDACTED]

2.1.3

[REDACTED]

2.1.4

[REDACTED]

2.1.5

[REDACTED]

2.2 Security Checks

2.2.1

[REDACTED]

2.2.2

[REDACTED]

2.2.3

[REDACTED]

2.2.4

[REDACTED]

2.2.5 [REDACTED]

2.2.6 [REDACTED]

2.2.7 [REDACTED]

2.2.8 [REDACTED]

2.2.9 [REDACTED]

2.2.10 [REDACTED]

2.2.11 [REDACTED]

2.3 Security Passes



2.4 Keys and Access

2.4.1

2.4.2

2.5 Appearance, Dress Code and Behaviour

- 2.5.1 The Supplier shall ensure that all staff engaged in delivery of the Services shall be of good character, capability, appearance and behaviour. Supplier staff shall undertake the Services with a high level of awareness of customer service.
- 2.5.2 The Supplier shall ensure that their staff maintain the highest standard of appearance and behaviour at all times and are professional and courteous when dealing with customers, Company staff and visitors.
- 2.5.3 Supplier staff engaged in the delivery of the Services shall comply with the TfL Code of Conduct Standard S5254. The Supplier shall ensure that their operatives execute work activities on Site with minimal levels of noise and appropriate conduct, especially within or close to any residential buildings and shall note and comply with any noise abatement requirements.
- 2.5.4 Whilst on duty, the Supplier's staff shall wear an appropriate uniform and Personal Protective Equipment (PPE) for the tasks being performed, and for the location in which they are operating. The wearing of personal accessories including dangling neckwear or similar articles should also be considered and not impact on the safety of performing the tasks. This shall be agreed with the Company prior to the Commencement Date and prior to any proposed change in design or style. All uniforms and PPE must be distinguishable from that of Company branded clothing.
- 2.5.5 Uniforms and/or PPE shall be clean and free from marks and soiling and shall be in good repair at all times.
- 2.5.6 Life jackets shall be worn by the Supplier's staff whilst working on the River Piers and these can be provided by the Company. Life jackets can be made available to the Supplier at the staffed piers, and will be returned to the Company after the works are completed.

2.6 Building Records Management

2.6.1 The Supplier shall be responsible for maintaining and updating operation and maintenance (O&M) manuals, drawings, maintenance and service records, statutory test and inspection compliance certificates, inspection programmes, orders, log books, system files, documents and the relevant Health and Safety file(s) (including a site specific risk register) relating to the delivery of the Services at the Sites. These may be held at Sites. The Supplier shall ensure that they remain fully up-to-date at all times, are fully detailed, legible, dated and signed by the Supplier and they shall remain the property of the Company.

2.6.2 As a minimum, reports and records to be maintained and updated shall include;

- Equipment registers.
- Maintenance Plan.
- Maintenance reports for each intervention.
- Periodic performance reports.
- Business Continuity Plan.
- Asset condition report.
- Periodic maintenance spares holding report, including Spares usage.
- Internal audit reports for: certification, Documentation, PPE, site management, Site safety, plant, tools and Equipment, working at heights, vehicles and environmental.
- Commercial documentation.
- Software configuration control documentation.
- Asset maintenance sheets.
- MAID
- Inspection and servicing certificate for voice alarm (VA) systems.
- Inspection and servicing certificate for emergency voice communication (EVC) systems.
- Periodic Maintenance Renewal Services report detailing work status and progress.
- (O&M) manuals.
- Test and completion certificates.
- 'As Built' drawings.
- OPO CCTV benchmark images.

- Bentley and AutoCAD drawings.
- Supplier's staff training plan.
- CCTV benchmark mages.
- Obsolescence management.

2.6.3 Reports and records shall be grouped by Site and then by Asset.

2.6.4 The Supplier shall store retain and dispose of all records in accordance with the Company's policies, procedures and any relevant legislation. The Supplier shall hold all records electronically unless otherwise agreed with the Company.

2.6.5 Where records are updated in accordance with 2.6.1, the Supplier shall show all changes clearly and provide the updated records within 1 month of the completion of works.

2.6.6 In the absence of records including, but not limited to, those listed at 2.6.1 above, the Supplier shall create, manage and maintain appropriate records. However, the Supplier is not expected to create new (O&M) Manuals, Test and Completion Certificates and 'as built' drawings where these do not currently exist, except for any upgrades or asset changes.

2.6.7 The Supplier shall keep up-to-date disposal records for all hazardous waste.

2.6.8 The Supplier shall have the items referred to in clauses 2.6.1 to 2.6.4 above available for inspection by the Company within 1 day of the issue of the request for inspection.

2.6.9 Data shall be transmitted electronically by the Supplier to the Company in a format as required by the Company.

2.6.10 The Supplier shall hold all Asset data relevant to the delivery of the Services in the format and hierarchy prescribed by BS 1192-2, BS 1192-3 and Building Information Management (BIM) level 2 protocols.

2.7 Materials and Equipment

2.7.1 The Supplier shall be responsible for the supply, delivery, offloading, storage (where no storage can be provided by the Company) and testing of all materials, consumables, tools and Equipment including all safety Equipment necessary to undertake the Services.

2.7.2 The Supplier shall provide to the Company, on request, data/information on the safe use and storage of all Supplier materials, consumables, tools and Equipment used at the Sites.

2.7.3 The Supplier shall ensure the most energy efficient replacement materials, consumables, tools and Equipment are selected wherever possible. Only 'Energy A+++', 'A++', 'A+' or A rated appliances shall be provided as replacements for appliances.

2.7.4 Assets, Consumables and Components shall be replaced with a new product produced by the same manufacturer with the same product number. The Supplier may identify beneficial alternative products, which may be used only by prior

agreement of the Company. Proposed alternatives may be considered in order to help achieve superior whole life costs, enhanced performance and/or as part of the Supplier's obligations of clause 16 and Schedule 19 (Innovation, Continuous Improvement and Efficiency) of the Contract.

- 2.7.5 The Supplier shall submit details of materials, Consumables, tools and Equipment to be used in the delivery of the services to the Company for approval.
- 2.7.6 In accordance with the Company's commitment to reducing its' environmental impact through responsible procurement, the Company requires the use of cleaning materials and consumables utilised in the delivery of the Services, as far as reasonably practicable, that are accredited to the EU Ecolabel standard (or equivalent).
- 2.7.7 The Supplier shall provide and hold an adequate supply of fully tested Spares to support the delivery of the Services. Any minimum requirements for specific Spares are more particularly detailed in the main specification requirement.
- 2.7.8 Any tools, Equipment or Spares which are provided by the Company for use by the Supplier, are solely for use in the delivery of the services. Title to the tools, Equipment or Spares shall remain with the Company.
- 2.7.9 The Supplier shall ensure that all tools, Equipment or Spares supplied and used in the delivery of Services are in good working order and shall carry the correct and valid certification/licence and where applicable be used by the relevant trained operative. The Supplier shall ensure all Equipment is suitably identified and maintain adequate records to satisfy an audit trail.
- 2.7.10 Work tools and materials shall be inspected and maintained to ensure it remains safe and available for operational use at all times in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 2.7.11 The Supplier shall maintain a record of any items of Company's work Equipment issued to the Supplier Personnel.
- 2.7.12 The Supplier shall only use materials and Equipment that is approved for use by the Company on the approved list of products and materials and complies with relevant standards where applicable, as set out in paragraph 2.18 (*Standards and Equipment performance*), and ensure that all supplied Assets, Consumables and Components meet or exceed the required and statutory standards that are current throughout the life of the Contract, and any extension thereof. Equipment installed by the Supplier, which in the reasonable opinion of the Company do not meet these requirements, shall be removed and replaced with acceptable Equipment by the Supplier at no cost to the Company. If the Supplier is unable, or unwilling to replace any unsuitable Equipment then the Company may arrange their replacement at the Supplier's cost.
- 2.7.13 Materials used shall as far as reasonably practicable pose no hazard to health and shall not contravene any relevant regulations or statutory requirements. The labelling and handling of materials that may pose a health hazard shall be to the latest revision of the Control of Substances Hazardous to Health (COSHH) Regulations.
- 2.7.14 The Supplier shall be required to maintain Spares and materials owned by the Company. These Spares may be added too from time to time, but shall remain the property of the Company.

2.7.15 The Supplier will submit an inventory maintenance report verifying the quantity of the Company-owned and any non-owned Spares in place for the performance of the Maintenance Services no less than 28 days prior to the Services Commencement Date.

2.8 On-Site Storage & Accommodation

- 2.8.1 No office accommodation, storage, messing or vehicle parking facilities are provided at the Sites for the Supplier's use. The Supplier shall make their own arrangements in this respect and shall pay all fees and charges in connection therewith.
- 2.8.2 The Company will endeavour to provide suitable welfare and storage facilities at the Sites, but these cannot be guaranteed. The provision of such facilities shall be subject to local agreement.
- 2.8.3 Where such facilities are unavailable, the Supplier shall make his own arrangements in this respect and shall pay all fees and charges in connection therewith.

2.9 Temporary Hoardings

- 2.9.1 The Supplier shall provide temporary hoardings should they be required to deliver the Services. The Supplier shall construct temporary hoardings in accordance with the Company Standard S1027 (Site Hoarding, Fencing and Barriers).
- 2.9.2 The Supplier shall protect existing structures from damage during the delivery of the Services by the use of any necessary props, screens, fans, waterproof sheets, dust sheets and the like, and any damage caused shall be made good by the Supplier.

2.10 Utilities

- 2.10.1 Water and electricity for the beneficial use of the Supplier in delivering the Services may be utilised where available at each of the Sites. At London Underground stations, this will include a single-phase 110 volt supply in public areas and a 240V supply in communication equipment rooms (CER). Other Sites in the scope of this specification will have a 240V supply available to the Supplier. The Supplier shall provide all electrical leads from the local socket outlet to the place of work, including all necessary extension leads. All leads and Equipment shall be appropriately PAT tested and tagged in accordance with all current engineering standards and British Standards. The Supplier shall use battery operated tools and materials where possible to prevent circuits being overloaded.

2.11 Removal and Management of Waste

- 2.11.1 The Supplier shall be responsible for the prompt removal from the Sites of all waste or surplus material generated by the Supplier in the delivery of the Services and shall ensure its safe disposal.
- 2.11.2 The Supplier shall dispose of waste in accordance with the Company's waste policy and waste hierarchy for specific modes of transport included in the scope. The Waste Management procedures for each mode of transport included in this specification will be communicated to the Supplier in the contract information pack.
- 2.11.3 The Supplier shall report to the Company at the end of each Budget Period of all waste arising in the delivery of the Services.

2.12 Temporary Works

- 2.12.1 The Supplier shall include for the temporary removal and reinstatement of suspended ceilings, vitreous enamel panels, floor trays, access covers and other such items to facilitate access to all Equipment.
- 2.12.2 Furniture, suspended ceilings, tiles, raised floor trays, vitreous enamel panels and other such items temporarily removed for access shall be reinstated at the end of the shift and any dust and dirt arising removed by vacuum cleaner (battery operated or 110 volt with a current PAT label) and the site left clean and tidy. Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like temporarily removed for access shall be referenced to ensure correct position and orientation upon reinstatement by the Supplier. The Supplier shall appoint competent persons to undertake these works.
- 2.12.3 Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like removed for access shall be cleaned to ensure no dirty marks, finger prints or other such blemishes are apparent upon reinstatement.
- 2.12.4 Any damage caused by the Supplier or his Sub-contractors whilst carrying out the Services shall be made good and the cost of such remedial works treated as a Disallowed Cost. Where the Services necessitate the removal and reinstatement of suspended ceiling panels (other than lay-in), suspended ceiling grid and hangers, vitreous enamel panels or other similar finishes this shall be carried out by a competent person employed by the Supplier or a specialist Sub-contractor employed by the Supplier. Minimum requirements are identified in 3.2.3.4 (*General requirements applicable to all Maintenance Services*).

2.13 Skills and Qualifications of Supplier Staff

- 2.13.1 The Supplier shall provide staff suitably qualified and experienced to deliver the Services.
- 2.13.2 The Supplier shall ensure that there is a sufficient level of trained and competent staff to provide all the requirements of the Services at all times.
- 2.13.3 The Supplier shall provide staff qualified and competent in the discipline they are performing. The Supplier shall employ competent staff who will be responsible for planning, overseeing and signing off completed works/tasks.
- 2.13.4 The following minimum skill levels and qualifications shall be provided to a sufficient number of staff as required to provide the Services:

Skills Level / Qualification	Required for
<p>The levels of competence required shall be those recognised by the Institute of Railway Signalling Engineers Scheme (IRSE) (London Underground Sites only) or an equivalent accreditation/training scheme. (For all Sites included in this specification)</p>	<p>The execution of critical and safety related engineering tasks by competent personnel plays an essential part in meeting the objectives of the specification.</p>
<p>Relevant training and certification from the manufacturer of the uninterruptible power system to be maintained</p>	<p>Maintenance and corrective actions of uninterruptible power systems.</p>
<p>Suitably trained and competent personnel to ensure the safe assessment/removal/installation.</p>	<p>All works that interface with an existing “clip-in” ceiling system</p>
<p>The Institute of Occupational Safety and Health (IOSH) - Managing Safely – Safety Management Level</p>	<p>Health and Safety Executive (HSE) Management by Managers and Supervisors</p>
<p>The National Examination Board in Occupational Safety and Health (NEBOSH) Certificate in Occupational Health (NVQ Level 3)</p>	<p>HSE Management by Managers</p>
<p>Competent and experienced resource in hardware and software configuration and commissioning</p>	<p>To ensure the correct and continued operation of control, process, monitoring and alarm based systems</p>

2.13.5 Both the Supplier's business and its' relevant personnel shall be registered and certified by appropriate accrediting regulatory bodies and trade associations for the following work items:

- For any communications Equipment on LUL Sites which are fed from the electrical distribution board within the CER, but with the Equipment located outside the Equipment room environment. Low voltage commercial and industrial electrical installation for inspection, testing, certification and condition reporting shall be undertaken for these assets by the Supplier.

2.13.6 The Supplier shall provide details of the number and types of staff to which training will be provided to meet the skills and qualification requirements detailed in 2.13.4 (*skills and qualifications of Supplier staff*). Supplier's proposals will be subject to agreement and approval by the Company.

2.13.7 The Supplier shall appoint one or more competent persons to assist in undertaking the Planned Maintenance Services and the Reactive Maintenance Services detailed in this Specification. A person is regarded to be competent where sufficient training and experience or knowledge and other qualities are held to enable them to properly meet the requirements detailed in this Specification. (An example of a competent person would be a person who had attained accreditation by a recognised professional third party scheme e.g. IRSE licensing or equivalent).

2.14 Company and Other Mandatory Training of Supplier Staff

2.14.1 In addition to the above skills and qualifications requirements, Supplier's staff are required to undertake Company and other mandatory training courses as appropriate. The specific courses including the workplace areas and the staff types to which the training applies are more particularly defined in 'the Contract' Clause 30.5 and Schedule 21 (*Training*).

2.15 Competency Management and Training Plan

2.15.1 The Supplier shall prepare a contract specific training plan for each of their staff engaged in the delivery of the Services. This shall include for each staff member;

- a) their particular skills, competence and qualifications
- b) their particular skills, competence and qualifications mapped to the requirements as detailed in 2.13 (*Skills and Qualifications of Supplier Staff*)
- c) their particular qualifications mapped to the Company and other mandatory training requirements as detailed in 2.14 (*Company and Other Mandatory Training of Supplier Staff*).
- d) where applicable, expiry dates of current qualifications, membership and training
- e) any other vocational, statutory or compliance training deemed necessary, inclusive of new industry or statutory requirements.

2.15.2 The Supplier shall maintain the training plan as a live up-to-date document available at all times for reference and review.

2.15.3 The Supplier shall deliver the training plan in an electronic format for review by the Company every four-week period.

2.15.4 The Supplier shall provide staff engaged in delivery of the Services with adequate training including, but not limited to:

- a. the tasks they have to perform;
- b. use of all necessary tools, materials and Equipment required to deliver the Services;

All relevant legislation, British Standards and Company rules, procedures, standards and codes of practice which relate to delivery of the Services;

2.16 Safety Training / Licencing Requirements

- 2.16.1 The execution of critical and safety related engineering tasks by competent personnel plays an essential part in meeting the objectives of the specification.
- 2.16.2 The levels of competence required shall be those recognised by the IRSE for London Underground Sites or an equivalent accreditation/training scheme for all other Sites included in this specification. The Supplier must demonstrate how they comply with this requirement or produce an outline plan/programme of how they intend to meet this level of competence. Any competency scheme will be subject to audit by the Company.
- 2.16.3 For Sites access to Equipment that would normally involve walking on the track in tunnels will only be allowed during Engineering Hours (as defined in 'the Contract' Schedule 13, Access), unless alternative action is seen to be necessary by the line management. Relevant training of staff is required to permit trackside access.

2.17 Sites, restrictions & Hours of Work

2.17.1 Sites

- 2.17.1.1 The Sites are listed at Appendix 3 (Service Matrix). The Supplier provides at each of the Sites the Services defined by the Service Matrix.
- 2.17.1.2 The Supplier is advised that the environment at many Sites is less than ideal and may contain a high element of oily/carbonaceous particles and that the ambient temperatures may vary between -10 degrees Celsius to +50 degrees Celsius. The Supplier shall take all necessary steps required to enable its personnel to work safely and effectively within the environment.

2.17.2 Hours of work

- 2.17.2.1 The Supplier shall deliver the Services during the normal operational hours of the Site, unless to do this would adversely impact the occupying personnel or the operation of the Sites particularly in relation to safety or where otherwise stated in this specification. The Supplier shall accommodate requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements.
- 2.17.2.2 Where either Access is not possible or available during Traffic Hours or normal office hours, or to take the System or Asset out of service will unacceptably impact the operation or safety of the Underground Network or the Sites, the Supplier shall undertake Planned Maintenance Services in Engineering Hours or for unstaffed buildings outside normal office hours. Typically, the following Systems or Assets would fall into this category;
 - a. Equipment accessed via the track (LUL Sites)
 - b. Building / Station Public Address / Voice Alarm Systems
 - c. Building / Station Emergency Voice Communication (EVC) or Refuge Point Systems

- d. Station Surveillance CCTV System
- e. Platform based OPO System
- f. Track to Train OPO CCTV System
- g. Operationally critical Network Transmission System
- h. Customer facing information System (VEID)
- i. Station Management System
- j. Any SCC Communication Systems
- k. Building Security Systems

2.17.2.3 For the Equipment listed above localisation of the fault may be undertaken providing it does not affect the operational railway or building, to enable the defective asset to be identified.

2.17.2.4 The Supplier shall arrange delivery of Planned Maintenance Services to ensure no consequential impact on Line or Site operational service.

2.17.3 Restrictions to all Sites

2.17.3.1 The Supplier acknowledges that the Company does not guarantee uninterrupted or exclusive possession of the Site and that its access to some parts of the Site may be limited in accordance with 'the Contract' and in particular clause 21 (Access) and Schedule 13 (Access).

2.17.3.2 Some Sites are not permanently open or staffed and therefore access arrangements will need to be checked and agreed with Site specific Company Personnel prior to attendance at all Sites.

2.17.3.3 The Supplier shall provide the Services in such a manner so as to cause the minimum inconvenience to the public and operational staff. Non-station Sites shall be treated in a similar manner to station Sites, roads and the like with regard to obstruction by plant, materials or rubbish, delivery vehicles, mud on the roads and other such similar occurrences.

2.17.3.4 The Supplier is to comply with the general conditions appertaining to the respective site for example "No Smoking", "No Radios", "No Portable Compact Disc Players", "No Portable Cassette Players", "No Swearing", "No Drugs, "No Alcohol", etc. and, to comply with all alarm testing and evacuation procedures as directed by Company personnel. All mobile phones and radio's to be switched off before entering a secure room e.g. CER, SER, etc.

2.18 Standards & equipment performance

2.18.1 Generally

2.18.1.1 This section of the Specification contains a list of Standards for the various business areas within the scope of this specification. The Supplier shall comply within the delivery of the Services and details the applicable revision number, which the Supplier has made reference to in the calculation of the Price for Services Provided to Date.

2.18.1.2 The Supplier shall be a controlled copy holder of the Company's Standards. The Supplier shall be obliged to comply with the latest revision of all Standards and ensure that any changes to any standards that impact on the Services are notified to the Company Representative as soon as reasonably practicable.

2.18.1.3 In the delivery of the Services the Supplier shall notify the Company of any partial or non-compliances against the Standards.

2.18.1.4 In the event of a conflict between the provisions of different Standards, the Standard with the most stringent provisions shall apply.

2.18.1.5 For the avoidance of doubt where a Standard listed in 2.18 (*Standards and Equipment Performance*) cross refers to a Standard which is not listed, the requirements of the cross referenced Standard shall also be held to apply. For Standards crossed referenced, not listed in 2.18, the revision number shall be construed as the version current at the date of this Contract.

2.18.1.6 In addition to compliance with Standards the Supplier shall ensure that all works, operations and actions carried out pursuant to the Contract and all Equipment and plant, machinery, apparatus and substances used shall comply with current and relevant statutory instruments, legislation and regulations. In particular your attention is drawn to the following legislation, but not limited to:

- (a) Health, Safety at Work Act 1974;
- (b) Electricity at Work Regulations 1989;
- (c) The current edition of IET Wiring Regulations (BS7671:2008);
- (d) European Directive 89/336/EEC Electromagnetic Compatibility;
- (e) Control of Substances Hazardous to Health Regulations 1999;
- (f) Noise at Work Regulations 1989;
- (g) Environmental Protection Act 1990;
- (h) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
- (i) The Workplace (Health, Safety & Welfare) Regulations 1992;
- (j) Management of the Health and Safety at Work Regulations 1992;

- (k) Personal Protective Equipment Regulations 1992;
- (l) Manual Handling at Work Regulations 1992;
- (m) Provision and Use of Work Equipment Regulations 1998;
- (n) The Supply of Machinery (Safety) Regulations 1992 and (Amendments) 1994;
- (o) Current British Standards and Codes of Practice;
- (p) Current HSE Guidance Notes and ACOPs;
- (q) TfL Facilities Standards;
- (r) TfL Telecommunications specific standards;
- (s) British Security Industry Association standards;
- (t) Centre for the Protection of National Infrastructure standards;
- (u) The Building Regulations 2010, Part M: Access and use of buildings
- (v) General Data Protection Regulations (25th May 2018)
- (w) British Transport Police Recruitment Vetting Standard Operational Procedure SOP/243/10 (NPPV Level 1) October 2010
- (x) EU Ecolabel Regulations No.66/2010
- (y) CIBSE Guide M: Maintenance Engineering and Management
- (z) FIS – Best Practice Guide maintenance and access into suspended ceilings
- (aa) Safety at street works and road works: a code of practice 2013

2.18.2 Statutory Requirements

2.18.2.1 The Services shall be provided at all times in accordance with a maintenance regime that complies with all statutory requirements, legislation, regulations and the following standards set out below.

2.18.3 TfL Standards

2.18.3.1 The Supplier shall comply with all TfL Standards with special regard to the following as they relate to the Equipment:

Category 1 : Assurance Standards

S1538 A11 Assurance
 S1011 A2 Product Acceptance and Registration;

Category 1 : Health and Safety Standards

S1552 A18 Contract QUENSH Conditions

S1027 A3 Site Hoarding, Fencing and Barriers

Category 1 : Telecommunications Engineering Standards

1-142	A4	Operational Information Systems;
1-143	A3	Emergency Traction Current Discharge Systems
1-144	A1	Wireless Communication Systems
1-145	A1	Wired Communication Systems
1-146	A1	Station Asset Communications Networks
1-150	A1	Telecommunication OPO CCTV
S1140	A2	Telecommunications Philosophy and Principles
S1147	A1	Surveillance and Security Systems

Category 1 : Substation and similar buildings Standard

S1915 A1 Specification for the Requirements for Substations and other Similar Buildings for use on the System

Category 1 : Fire Isolation Standard

S1088 A1 Managing Changes to Station Fire Precautions

Category 1 : Human Factor Standard

S1218 A2 Human Systems Interaction – Dialogues and Notifications

Category 1 : Security Standard

S1744 A1 Operational Technology Cyber Security

Category 1 : Civil Engineering

S1060 A8 Inspection of Bridges and Structures

Category 1 : M&E Engineering

S1069 A5 Low Voltage Electrical Installations

Category 1 : Asset / Engineering Information Standards

S1041	A3	Engineering Asset Information
S1035	A3	Location Coding System
S1044	A1	Asset Risk Standard
S1760	A1	Common Data Environment
S1037	A3	Computer Aided Design (CAD) Data
S1036	A1	Presentation of Engineering drawings
S1209	A4	Requirements for systems engineering processes

Category 1 : Asset Condition Assessment Standards

S1042	A14	Asset Condition Reporting
S1043	A1	Obsolescence Management

Category 2 : Asset Information Standards

S2120 A1 Configuration Management

Category 5 : Standards

S5254 A2 LU Code of Conduct

Change Procedures and Forms

F1060	A1	Civil Engineering – Bridges and Structures Inspection Forms
PR0630	A2	Fire Detection Isolations, Smoke to Heat Detector Substitutions
PR0660	A1	Instruction for use of the software configuration management procedures PR0663 – PR0674
PR0661	A1	Instruction for use of the hardware configuration management procedures PR0675 – PR0686
F7545	A1	Change Approval Certificate
F7546	A1	Authority to Work Certificate
TLF447		Asset Change Registration Form (Maximo)
PD-10866	A5	Mandatory Asset Information Deliverables - MAID

Standards Guidance

G148	A4	Management of Noise due to Public Address Systems
G149	A4	Installation and Maintenance of Audio Frequency Induction Loops (AFIL)
G-150	A1	Telecommunications OPO CCTV System
G-0057	A6	Civil Engineering – Miscellaneous Assets
G1329	A3	Working at Height

Work Instruction

W14165 A3 Working in platform inverts

2.18.3.2 Civil Engineering Inspections

The Supplier shall allow for the ongoing planned maintenance and reactive maintenance to take into consideration any safety concerns relating to the assets included in this Contract. This maintenance relates to all assets included in this contract that are; affixed to a Civil Engineering structure. These Assets shall include, but are not limited to CCTV, OPO CCTV, Public Address, VEIDS, and Access Control Systems.

The maintenance of these assets shall include an inspection of the structural integrity of the fixings and structures in compliance with LU Standard S1060 Civil Engineering – Inspections of Bridges and Structures.

- LU Standard S1060 – Civil Engineering – Inspection of Bridges and Structures. The inspections shall preferably be at the same time as inspection requirements for other Planned Maintenance activities, but as mandated in S1060 should be no less than every 4 years. It is assumed that a competent Telecoms Engineer or other relevant trade could check the asset and its bracketry for loose / corroded fixings, as

part of their own inspection, providing that there are records made of these inspections stating what has been checked at each site.

For CCTV and OPO posts /columns: - guidance should be used as per lighting standards (from the standard guidance document G0057). Lighting Posts are recorded on F1060 form A8b

2.18.3.3



2.18.4 TfL (Facilities Operations) Head Office Buildings Standards

2.18.4.1 Many of an employer's obligations to its staff and their working environment are laid down in statutory regulations as well as British and European Standards. Whilst the TfL Head Office Buildings Standards will refer to these obligations, it is requirements specific to TfL that deliver significant and quantifiable life cycle benefit and streamline projects that they seek to address. In turn the Standards, and more specifically the product selector, enable TfL to develop stable, long term contracts with established suppliers in conjunction with, procurement policy and other guidance.

2.18.4.2 The broad objectives of the Standards are to: deliver excellent value for money; reduce life cycle cost; maximise sustainability; streamline the design and construction process, from brief, to installation, to handover; reduce "in operation" demands for occupying, maintaining, and servicing; standardise and simplify the approach to works; employ best practice as well as the intent and spirit of statutory legislation and other guidance and support Mayoral and TfL objectives.

2.18.4.3 The Standards are divided into five coloured folders with a Manual to the Standards as shown below:

- i. Manual to the Standards
- ii. Product Selector Standards (BLK 02-07)
- iii. Building Services Standards (BLU 01-18)
- iv. Environmental Standards (GRN 01-03)
- v. Architectural Standards (RED 01-08)
- vi. Fabric Standards (YEL 01-05)

Head Office Standards			
Ref	Standard Nr	Revision Nr	Title
1.	-	Issue 1	Manual to the Standards
			Product Selector Standards
2.	BLK02	Issue 1	Office Products
3.	BLK03	Issue 1	Social Space Products
4.	BLK04	Issue 1	Meeting Room Products
5.	BLK05	Issue 1	Kitchenette Products
6.	BLK06	Issue 1	Reception Products
7.	BLK07	Issue 1	Product Fact Finders
			Building Services Standards
8.	BLU01	Issue 1	Central Heating Plant
9.	BLU02	Issue 1	Space Heating
10.	BLU03	Issue 1	Mechanical Ventilation
11.	BLU04	Issue 1	Air Conditioning
12.	BLU05	Issue 4	Refrigeration and Cooling
13.	BLU06	Issue 2	Plumbing & Drainage
14.	BLU07	Issue 1	Water Services
15.	BLU08	Issue 1	Natural Gas
16.	BLU09	Issue 1	Fire Protection Installations
17.	BLU10	Issue 1	Emergency Generators
18.	BLU11	Issue 1	Electrical Distribution
19.	BLU12	Issue 1	Small Power Installations
20.	BLU13	Issue 1	Lighting Installations
21.	BLU14	Issue 4	Fire Alarm Systems
22.	BLU15	Issue 1	Security & Access Control
23.	BLU16	Issue 1	Lift Installations
24.	BLU17	Issue 1	Building Management Systems
25.	BLU18	Issue 1	Metering
			Environmental Standards
26.	GRN01	Issue 2	Environmental Guidelines
27.	GRN02	Issue 1	Design Criteria
28.	GRN03	Issue 1	Acoustic Design Criteria
			Architectural Standards
29.	RED01	Issue 1	Signage

Head Office Standards			
Ref	Standard Nr	Revision Nr	Title
30.	RED02	Issue 4	Floor Finishes
31.	RED03	Issue 4	Wall Finishes and Internal Partitions
32.	RED04	Issue 2	Ceiling Finishes
33.	RED05	Issue 1	Internal Solar Shading Devices
34.	RED06	Issue 4	Furniture
35.	RED07	Issue 1	Window Film and Draught Stripping
36.	RED08	Issue 4	Space Planning
			Fabric Standards
37.	YEL01	Issue 2	Windows
38.	YEL02	Issue 4	Doors
39.	YEL03	Issue 1	Fire Stopping and Fires Barriers
40.	YEL04	Issue 1	Insulation of Building Thermal Elements
41.	YEL05	Issue 2	Bird Repellent Measures

2.18.4.4 The 'Common Language of Assets for TfL Head Office Buildings' document is intended to bring together TfL standards for locations and Assets and define how they work together to provide a robust data hierarchy. This also includes how the hierarchy should work with the current chosen Computer Aided Facilities Management (CAFM) system. The documents are detailed as follows:

- Common Language of Assets for TfL Head Office Buildings document Version 1.5

2.18.4.5 The TfL Taxonomy document for Head Office Buildings provides a clear description of an Asset and how it fits within an industry standard taxonomy. It also defines at what level the Asset data should be defined and what information should be collected against the Asset and its importance / criticality

- TFL Asset Taxonomy document Version 1.3

2.18.5 British Standards, Regulations & Approved Codes of Practice

2.18.5.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with relevant British Standards (or equivalent), but shall not be limited to the followings British Standards and approved codes of practice, which relate to a number of buildings or locations included in the scope of this Contract.

- BS8220-3 2004: Guide for Security of Buildings against crime

- BS ISO/IEC/IEEE 15288 2015: Systems and software engineering – System life cycle processes
- BS7671 2008: The current edition of IET Wiring Regulations
- Approved Code of Practice – L148 first edition 2014: Safety in Docks
- BS 5839-8: 2013 Fire detection and fire alarm systems for buildings
- BS5839-9: (2011) Inspection and Servicing Certificate For the Emergency Voice Communication (EVC) System

2.18.6 Other Standards

2.18.6.1 Where there is no appropriate British Standard, the Supplier shall provide the Services in accordance with TfL Standards as agreed with the Company.

2.18.7 Equipment Performance

2.18.7.1 A System or Asset shall at all times be available when called upon to deliver the requirements identified;

- in meeting the Contract Schedule 18, (*Performance Measurement*) requirements; and
- within relevant TfL Category 1 Engineering Standards/Head Office Standards; or
- where not specifically identified within relevant TfL Category 1 Engineering Standards / Head Office Standards, the requirements identified within relevant British Standards; or
- where it is evidenced that to meet the requirements within the aforementioned standards is not possible, meet the delivery requirements of the Asset or System as originally installed.

Only by prior agreement with the Company may the above criteria not be met.

2.18.7.2 Assets and Systems shall at all times perform their required duty without environmental impact by way of unnecessary noise nuisance, reverberation, flicker, vibration, humidity, water ingress, dust ingress, climatic conditions, wind loading and suction from trains, pollution or heat.

2.18.8 Once a System or Asset falls below the performance requirements identified within 2.18.7.1 (*Equipment Performance*), all faults relevant to that Asset or System shall be repaired within the timescales identified in Appendix 8 or paragraph 3.4.7 of this Schedule 2 (*Specification*).

2.18.9 Irrespective of the performance requirements identified within 2.18.7.1 (*Equipment Performance*), where the failure or sub-optimal performance of an Asset, Component or Consumable consequentially causes stress on other related or unrelated Systems, Assets, Components or Consumables, the failed or sub-optimal performing Asset, Component or Consumable shall be rectified.

3. MAINTENANCE SERVICES

3.1 Scope of Maintenance Services

3.1.1 The Supplier shall provide the following maintenance services accordance with this Schedule 2 (*Specification*) and the Contract requirements to all the Maintained Asset, including the necessary replacement of Consumables, Components and Supporting Infrastructure:

- a) Planned Maintenance Services;
- b) Reactive Maintenance Services;
- c) Spares Maintenance Services;
- d) Software Maintenance Services;
- e) Third Party Maintenance Support Services;
- f) Managed CCTV Download Services;
- g) Obsolescence Management Services; and
- h) Maintenance Renewal Services.

3.1.2 Equipment covered within this Specification includes but is not limited to:

3.1.2.1 Closed Circuit Television (CCTV) System

- Sites/ buildings/ station surveillance CCTV Systems
- Depot security CCTV Systems
- Staff accommodation CCTV Systems
- Longline CCTV (SCC or other centralised control facility)
- Dwell time CCTV Systems
- Remote positive train identification CCTV Systems
- Platform based OPO CCTV Systems
- Track to Train OPO CCTV Systems
- Track to Train OPO CCTV System test facilities (normally found in depots)

3.1.2.2 Public Address (PA) System

- Sites/ buildings/Station Public Address / PAVA System
- Sites/ buildings/ Station Public Address System
- Voice Transfer System (VTU)

- Longline Public Address System (SCC or other centralised control facility)
- Depot Public Address System
- Staff Accommodation Public Address System

3.1.2.3 Security Systems

- Alarms (Boswick Gate alarm, secure room alarm, ticket collector box alarm, panic alarm and LFEPA alarm).
- Door entry system
- Access control systems
- Disabled toilet alarms
- PHP Systems (including EVC.
- Depot Access Control System

3.1.2.4 Networks

- Network transmission systems

3.1.2.5 Operational Information Systems

- Clock system
- Customer facing information system (Visual Electronic Information Display (VEID)).
- Voice recorder system

3.1.2.6 Cabinets and enclosures

- Cabinets and racks

3.1.2.7 Telecommunications

- BT ADSL circuits
- Vodafone SIM cards
- Direct Line telephone system
- Tunnel telephone system (ETCDS) - control room interfaces.

3.1.2.8 Station Management Systems

- Station management system

3.1.2.9 SCC systems

- SCC communications system
- Jubilee Line remote monitoring

3.1.2.10 Equipment Locations

- Communication Equipment Room (CER)

3.1.2.11 VHF radio System

3.1.2.12 Ticket office queuing Systems

3.1.2.13 Firmware and software updates

3.1.3 The Equipment included within this Contract is fed with 230 volts single phase 50 Hz.

3.1.4 Sections 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19 and 3.20 of this Schedule 2 (*Specification*) include a more detailed description of the various Systems and Assets of the various areas of the business covered by this Specification, but these references are not exhaustive.

3.2 General Requirements applicable to all Maintenance Services

3.2.1 Production of Condition Report

3.2.1.1 By the end of Budget Period one, the Supplier shall in the course of the delivery of the Maintenance Services, have visited all the Equipment covered by this Contract and produced a condition report detailing the following:

- any discrepancies in the list of Maintained Assets
- Site, Asset no, Asset description
- area served, detailed location
- manufacturer, model no., serial no.
- full technical details
- estimated age at time of inspection
- condition (physical, operational, performance)

In producing the condition report, the Supplier shall not be required to disconnect or disassemble any working assets to obtain the required details. If any required detailed are unable to be obtained as a result, the Supplier will obtain such information when the relevant asset is replaced.

3.2.1.2 The report should be submitted to the Company for review and action as necessary in an electronic format to be agreed with the Company.

- 3.2.1.3 The Supplier shall maintain all firmware, front-end software and database software upgrades for information and communication technology systems. The Company shall retain access to all up to date information and communication technology systems software as related to the Sites, to be available for inspection to the Company or a third party appointed by them, at any time.
- 3.2.1.4 The access and control of all firmware, front-end software and database software as related to the information and communication technology systems at the Sites shall be made available to the Company for the duration of the Contract and after the Contract has ended; this shall be irrespective of the manner in which the Contract comes to an end.
- 3.2.1.5 The Supplier shall provide all necessary cleaning materials and Equipment to carry out the Planned Maintenance Services and Reactive Maintenance Services.

3.2.2 Listed Buildings and Buildings of Heritage Interest

- 3.2.2.1 The Supplier shall be aware that many of the Company's stations and buildings are statutorily listed, locally listed, within conservation areas or are of heritage interest. Refer to Appendix 4 (LUL heritage map and schedule of listed TfL Sites).
- 3.2.2.2 The Supplier shall repair, rather than replace original finishes, Equipment and Equipment replicas on listed buildings and buildings of heritage interest. Where necessary, Equipment replacement shall be only by agreement of the Company and the replacement Equipment shall maintain the original manufacturing and design principles.

3.2.3 Methods of working

- 3.2.3.1 All Sites and Equipment shall be maintained in a clean, tidy and safe condition at all times with due regard to statutory requirements and to the satisfaction of the Company.
- 3.2.3.2 All low voltage electrical works must be undertaken or supervised by a Level 3 safe isolation electrician at all times. The Level 3 safe isolation process is mandatory for all low voltage electrical systems. All low voltage electrical works shall be installed and certified in accordance with and as required by BS7671.
- 3.2.3.3 There will be a need for fire systems isolations, and subsequent reinstatement, of Equipment or apparatus in order for the Supplier to undertake Services/project works or inspections within and outside of the scope of the Contract. The Company will take responsibility for managing all such isolations and may, in the case of complex isolations request the Supplier to support this process. Where this is the case, the Supplier shall provide a priced proposal for this work in advance of undertaking the work. The following processes shall be utilised by the Supplier:
 - S1088 Managing Changes to Stations Fire Precautions
 - PR0630, Fire Detection Isolation, Smoke to Heat Detector Substitution

- For Non LU Sites refer to the Building Manager or the relevant Contracts Manager for details of the fire system isolation process.

3.2.3.4 For all works that interface with an existing “clip-in” ceiling system the Supplier shall:

- Use only suitably trained personnel to undertake the work
- Prior to work taking place, ensure the ceiling system is examined by an experienced person who can determine if it is in a condition that will allow for tile removal and reinstallation.
- Other than for immediate replacement, provide alternative temporary ceiling coverings during the works to minimise the number of times that ceiling tiles are removed and reinstalled.
- Make provision for ceiling tile storage to ensure the tiles remain undamaged.
- Ensure all works are undertaken in accordance with the Association of Interior Specialists Publication: Best Practice Guide - maintenance and access into suspended ceilings (refer to paragraph 2.18)
- Ensure that all ceiling systems and their components are only removed by experienced persons using the appropriate blade extraction tool for that ceiling tile make.
- Not reinstall any deformed or damaged ceiling tile.
- Pay particular attention to the tile return flanges, pips and stops.
- Prior to reinstallation the existing grid should be examined to ensure the jaws of the sprung T are touching and do not reinstall the tile if they are not.
- Ensure that any replacement ceiling tiles, fitted into an existing grid, are from the same manufacturer.
- Record the location of any removals/reinstatements in hand back documentation.

3.2.3.5 Unless agreed otherwise by the Company, portable access towers and scaffolding required to deliver the Services shall be dismantled at the end of each shift or working day and removed from the Site or taken to licensed storage agreed as required by the Company.

3.2.3.6 The use of water for cleaning of communications equipment is prohibited.

3.2.3.7 The Supplier shall expect to work in close proximity to infrastructure containing asbestos and shall undertake all work in accordance with London Underground procedures and with reference to London Underground Asbestos Register. The Supplier shall also adhere to the asbestos procedures and processes in other areas of TfL covered by this specification, as these may differ from that of LUL. The Supplier is not responsible for the removal or disposal of asbestos materials.

3.2.3.8 A periodic technical audit and/or inspection shall be carried out by the Company during which the Company's Representative may assess any or all of the following:

- the Supplier's compliance with the Contract;
- adherence to the Maintenance Plan/assignment instructions;
- the effectiveness of the delivery of the Maintenance Services;
- compliance with relevant technical standards;
- scope for improvement of service quality and value.

3.2.3.9 Full details of the scope of the audit shall be declared in advance of the audit date. The Supplier shall afford access to documentation at their offices and on Site, and to make available such staff as are deemed necessary by the Company's Representative. The technical audit shall be carried out approximately thirteen (13) times per year, or more or less often as considered necessary by the Company's Representative.

3.2.4 Hard Access

3.2.4.1 Certain Equipment is located in difficult to access positions, reflecting the operating environment of the Company. Apparatus, materials and associated training and certification required to access such Equipment is deemed to be included within this Specification.

3.2.5 The Company Help Desk and Fault Reporting Centres

3.2.5.1 The Company operates a number of helpdesks/ fault reporting centres for the reporting of faults by the Company's staff. Faults reported to the Supplier will be via the AIMS.

3.2.6 The Equipment Register

3.2.6.1 The Equipment Register shall contain catalogued details of all Systems, Assets and Components with associated details, in accordance with the asset hierarchy/breakdown structure as specified by the Company, typically;

- Unique Asset number
- Asset type/description
- Site Asset location, Location Coding System (LCS) levels 1-5 as appropriate (if applicable)
- Barcode number
- Location type/ room use
- Manufacturer model /serial number
- Year of manufacture

- Access hours
- Access requirements
- Asset condition
- Asset performance
- Specific/relevant Asset details
- Planned Maintenance Services log

3.2.6.2 The Equipment Register being maintained for the duration of the Contract by the Supplier shall always be owned by the Company.

3.2.6.3 The Company operates a number Asset Information Management Systems (AIMS) across its business units, which hold the Company's Equipment Register identifying TfL facilities assets.

3.2.6.4 The Supplier shall maintain the Equipment Register for the duration of the Contract on behalf of the Company. The Supplier shall validate asset information during planned and reactive maintenance visits and update the Equipment Register accordingly when differences or omissions are identified. In maintaining and updating the Equipment Register, the Supplier shall not be required to disconnect or disassemble any working assets to obtain the required details. If any required detailed are unable to be obtained as a result, the Supplier will obtain such information when the relevant asset is replaced.

3.2.6.5 The Supplier shall provide the Company with Equipment Register updates on a periodic basis in a format specified by the Company as detailed in section 3.3.21, for both maintenance and upgrade activities.

3.2.6.6 Access to the Equipment Register will be provided to the Supplier in the form of electronic downloads. The Equipment Register shall be controlled by the issue of both commissioning and de-commissioning templates, which allow transfer of data where equipment is added or recovered. These templates can also be modified to suit requirements.

3.2.6.7 The Company will provide the Supplier with details of any upgrade works outside the control of this contract.

3.2.6.8 The Supplier shall provide the Company with a plan of how they intend to validate the information contained in the Equipment Register, based on their proposed maintenance interventions and the number of AIMS to be found across the various business units in the Company.

3.2.6.9 The Supplier shall ensure that data held in the Equipment Register shall be in the format and hierarchy specified by the Company and prescribed by BS 1192-2, BS 1192-3 and BIM protocol.

3.2.7 Requirements for every maintenance or repair intervention

3.2.7.1 All fixings, retainers, restraints and associated bracketry shall be inspected to ensure they are tight and show no apparent signs of deterioration by way

of corrosion, cracks or being misshapen. Any concerns shall be raised immediately with the Company for consideration and agreement of appropriate action.

3.2.7.2 All Assets including Equipment racks and enclosures shall be free of dirt and dust both internally and externally following each maintenance, or repair intervention. The manufacturers' Ingress Protection (IP) rating of the Equipment shall be checked and maintained at each maintenance or repair intervention. The checking of IP rating shall be by means of a visual check for equipment seals and condition of the asset requiring the dust and water ingress protection. All Equipment cabinet doors and locking mechanisms including seals shall be checked for correct operation to ensure Equipment is protected from the dust and water ingress. The Equipment cabinet doors should be closed and locked after all maintenance interventions. The Equipment cabinet cooling fans shall be checked for correct operation and the fan filters changed at each preventative maintenance intervention.

3.2.7.3 The Supplier shall be responsible for the cleaning of all Assets identified in the Appendix 3 (*Service Matrix*), which are located in the public and non-public areas. This includes, but is not limited to CCTV camera housings including the viewing glass, Passenger Help Points (PHPs), public address loudspeakers and Ambient Noise Sensors (ANS).

3.2.7.4 The Supplier shall allow for the cleaning of CCTV camera housings and public address loudspeakers on a planned maintenance basis in the public areas of LUL Stations and in all areas of non-London Underground sites. Public areas are deemed to be any area that can be accessed by members of the public, including areas currently identified as disused or non-operational. Public areas may include but are not limited to:

- Entrances, Platforms, Route ways, Ticket Halls, Interchange areas, waiting rooms and disused and non-operational areas.
- The cleaning of CCTV camera housings and public address loudspeakers in the non-public areas of LUL Stations shall be undertaken on a reactive maintenance (fault call) basis only.

3.2.7.5 Following a maintenance or repair intervention all redundant materials, dirt and dust shall be removed from within, on and local to the asset.

3.2.7.6 Immediately following a maintenance or repair intervention, a maintenance report, in an agreed format, shall be email copied to the Company within 24 hours of completion of the intervention, which as a minimum shall identify/include:

- Fault report or work order number
- Date and time of attendance
- Building/station Site
- Asset location (SID code, if applicable)
- Attending Supplier and engineer's name

- Activity undertaken
- Confirmation of fixings/restraints inspection and confirmation that acceptable
- Identify preventative & corrective maintenance, concerns, issues and/or risks - required follow-up also identified
- Parts replaced
- Asset condition assessment
- Date and time stamped photographs taken of an Asset prior to and upon completion of the work carried out on it.
- Attending engineer's name and signature

3.2.7.7 Failure to complete record sheets correctly will be seen as failure to complete the Reactive Maintenance Service or Planned Maintenance Service and consequently the fault may not be closed or maintenance may need to be re-scheduled.

3.2.8 Asset Management Plan (AMP)

3.2.8.1 The Supplier shall, in conjunction with the Company, prepare the AMP and submit the AMP to the Company no later than 60 days after the expiry of each Budget Period.

3.2.8.2 The Supplier shall include within the AMP report an update on the general condition of the maintained Assets and in particular any Assets where there is a trend for increasing faults. The AMP shall provide and give consideration to:

- a. an analysis of Reactive Maintenance Service activities and fault frequencies;
- b. the effectiveness of Maintenance Service activities as detailed by the Maintenance Plan in prolonging services life, reducing faults and maintain performance of Equipment;
- c. a summary of the conclusions and the outputs from Obsolescence Management Services;
- d. future priorities for Maintenance Renewal Services; and
- e. the impact of Released Upgrade Work Activities.

3.2.8.3 The Supplier shall identify in the AMP any concerns in regards to the condition of the maintained Assets which have the potential significantly impact on:

- a. Impact on health & safety;
- b. Impact on normal use of the Sites;

- c. Impact on on-going costs of maintenance;
- d. The business resilience risks to the Company; and
- e. Any other relevant criteria.

3.2.9 Preventative & Corrective Maintenance Delivery

- 3.2.9.1 When undertaking Planned Maintenance Services or Reactive Maintenance Services the Supplier identifies the need to undertake further tasks to Components, Consumables, Supporting infrastructure. In such cases the Supplier shall:
 - a. ensure the initial Planned Maintenance Service or Reactive Maintenance Service activities are completed;
 - b. identify the proposal for further tasks within by preparing a written maintenance report and submitting to the Company Representative;
 - c. agree with the Company Representative the further tasks within 1 week of the submission of the maintenance report;
 - d. agree a clearance time for the agreed further tasks with the Company Representative within 1 week of the delivery of the maintenance report; and
 - e. update the Maintenance Plan as may be applicable.

- 3.2.10 The Supplier shall identify any areas of damage or deficiencies to any asset (caused by others) that the Supplier discovers during the course of the delivery of the Services, and the Supplier shall report the same in an agreed format to the Company.

3.2.11 The Company's Asset Information Management Systems (AIMS)

- 3.2.11.1 The Company operates a number of asset information management systems across its business units which hold the Company's equipment register identifying TfL facilities assets. Information relating to the Equipment Register can be found in 3.2.6.
- 3.2.11.2 The Supplier shall provide the Company with the Annual Maintenance Plan (AMP). This shall be uploaded into the AIMS in accordance with the Company's requirements advised from time to time by the Company's Representative.
- 3.2.11.3 The Supplier shall track, complete and close out Reactive Maintenance Services work orders in the Company's AIMS.

3.2.12 Maintenance Approach

- 3.2.12.1 The Supplier shall deliver the planned and reactive Maintenance Services to the Sites in accordance with Maintenance Approach 1 (as defined in paragraph 3.2.13) for Budget Period one.
- 3.2.12.2 The Supplier shall undertake a review of the Company's assets during Budget Period one in accordance with the process set out in paragraph

3.2.14 of this specification. This will include validating assets and highlighting asset information for assets found and not included in the initial Company asset details. The objectives of the review are:

- to reduce the cost of Planned Maintenance Services and Reactive Maintenance Services;
- to increase value for money for the Company;
- to improve asset performance;
- to highlight and capture any missing assets which require Planned Maintenance Services and Reactive Maintenance Services; and
- to deliver improved risk and compliance management.

3.2.12.3 The Supplier shall deliver the Planned Maintenance Services and Reactive Maintenance Services to the Sites with effect from the start of Budget Period two in accordance with the outputs of Maintenance Approach 2 (as defined in Step 2 below (*Identification of Critical and Non-Critical Assets*)).

3.2.13 Maintenance Approach 1 (Budget Period one)

3.2.13.1 The Supplier shall carry out the Planned Maintenance Services and Reactive Maintenance Services in accordance with a strategy of calendar driven planned preventative maintenance.

3.2.13.2 The Supplier shall undertake the Planned Maintenance Services in accordance with section 3.3 (*Planned Preventative Maintenance Service Delivery*).

3.2.13.3 The Supplier shall undertake the Reactive Maintenance Services in accordance with section 3.40 (*Reactive Maintenance Service Delivery*) of this specification.

3.2.13.4 The Supplier shall at all times comply with recognised relevant industry guidance and Good Industry Practice. This shall include, but shall not be limited to, the following:

- Original equipment manufacturer's recommendations;
- CIBSE guidelines;
- Approved Codes of Practice;
- Carbon Reduction Commitment Energy Efficiency Scheme;
- Standards listed in paragraph 2.18 of this Schedule 2 (*Specification*);
- Statutory requirements; and
- British Standards.

3.2.13.5 In addition to the requirements set out under this paragraph 3.3.13, the Supplier shall carry out a review and verification process in accordance with

a strategy of Criticality Focused Maintenance (CFM) under paragraph 3.3.14 below, in which the level of maintenance to be delivered post Budget Period one matches the service level requirements of the Company based on the CFM review.

3.2.14 Criticality Focused Maintenance (CFM) Review (Budget Period one)

- 3.2.14.1 The Supplier shall develop a criticality focused maintenance strategy for the Company to ensure that the appropriate level of maintenance is applied to each asset. This shall include assessment of the application of condition based maintenance techniques in order to provide a higher level of reliability.
- 3.2.14.2 The Supplier shall deliver to the Company in the timescales set out in paragraph 3.2.14.22 below a Failure Mode, Effects and Criticality Analysis (FMECA) of the Company's assets to assess the consequence of failure, likelihood of failure and time to failure of each item and provide a criticality rating. The assessment will be in a format to be agreed with the Company and shall be applicable to business critical assets as agreed with the Company.
- 3.2.14.3 The Supplier's "residual life assessment" shall concentrate on the time to failure or mean time between failures of each system. The Supplier's score of "likelihood of failure" shall be considered using the condition of the asset and resilience of the system. The Supplier's assessment of "consequence of failure" shall be considered in consultation with the Company and shall consider impact on statutory obligations, current operation, health and safety, and core business activities.
- 3.2.14.4 The Supplier shall deliver to the Company, in the timescales set out in paragraph 3.2.14.22 below, a revised Maintenance Plan to reflect the content of the risk assessment.
- 3.2.14.5 The Supplier shall provide the Company with a quarterly progress report during the period of the CFM Review.

Step 1 – Full Asset Validation and Condition Survey to Establish 100% Equipment Register and Likelihood of Asset Failure

- 3.2.14.6 The Supplier shall review and verify the Company's assets during the first Budget Period, validating current assets and highlighting any assets found and not included within the Equipment Register. The Supplier shall survey all the Company's asset systems to assess their current condition and to consider the likelihood of system failure, the consequence of system failure and the time to failure of the system. The Supplier's assessment of likelihood of system failure shall be determined using a combination of reliability data for generic items and "engineering judgement" of the asset condition following the site survey.
- 3.2.14.7 The Supplier shall develop block diagrams showing the system layouts. This shall identify potential points of failure for each system, assist in the development of engineering recommendations for minimising risks to the business from system failure and identify items that are deteriorating faster than would normally be expected.

Step 2 – Identification of Critical and Non-Critical Assets

3.2.14.8 Working in liaison with the Company, the Supplier shall identify those systems which are business critical and those systems which are not business critical.

3.2.14.9 The Supplier shall undertake a component level review. This shall be undertaken on only those systems where the visual survey described in Step 1 above (*Full Asset Validation and Condition Survey to Establish 100% Equipment Register and Likelihood of Asset Failure*) highlights a business critical system as agreed with the Company.

3.2.14.10 The Supplier shall undertake a review of all maintenance records and other relevant maintenance data including, but not limited to (and as available for the previous 12 month period) any:

- planned preventative maintenance schedules (past and present);
- Reactive Maintenance Services records from the Asset Management System (AMS);
- maintenance log books;
- discussions with the Company's Representative and the Supplier's Staff undertaking maintenance tasks;
- sub-contractor reports;
- help desk work orders;
- customer feedback; and
- other relevant sources of information.

3.2.14.11 The Supplier shall review any patterns to failures, understand the background to the failures and consider whether changes to the maintenance approach can be made to help avoid similar future failures.

3.2.14.12 The Supplier shall verify that the maintenance frequency and actual work tasks reflect how the Sites are being used in a way that does not exceed or compromise the original design intention for example in terms of the availability of the surveillance CCTV System, use of the correct replacement CCTV cameras or, appropriateness of video management System software.

Step 3 – Completion of Failure Mode, Effects and Criticality Analysis (FMECA) to Identify Consequence of Failure

3.2.14.13 The Supplier shall deliver a FMECA assessment to the Company in accordance with the timescales set out in paragraph 3.2.14.22 which shall include the outputs of Steps 1 and 2 above.

3.2.14.14 The Company shall review the FMECA assessment and shall provide feedback to the Supplier within four (4) weeks of receipt.

- 3.2.14.15 The Supplier shall amend the risk assessment to reflect the Company's feedback and deliver the final risk assessment to the Company by no later than eight (8) weeks after the issue of the draft risk assessment.
- 3.2.14.16 The Supplier shall make recommendations to assist in reducing the risk to business from plant/system failure. This shall include consideration of additional plant items to improve redundancy, addition of monitoring systems and development of "process" contingency measures for example setting up a supply of plant Spares for key components.

Step 4 – Maintenance Approach 2: Recommended Maintenance Regimes Based on Risk and Criticality

- 3.2.14.17 The Supplier shall review the existing maintenance tasks and frequency as set out in the Maintenance Plan and prepare an updated maintenance plan (the Proposed Maintenance Plan) to take account of the final risk assessment.
- 3.2.14.18 The Supplier shall incorporate in the Proposed Maintenance Plan revisions to the frequency of inspection where applicable and shall include, where appropriate, the application of additional condition monitoring to enhance the maintenance regime. The Supplier's Proposed Maintenance Plan shall ensure that the most appropriate maintenance approach is being undertaken to optimise asset performance against cost of maintenance. The Supplier shall seek to reduce maintenance costs where there is no material risk to the Company.
- 3.2.14.19 The Supplier shall submit the Proposed Maintenance Plan for review by the Company in accordance with the steps and times scales set out in paragraph 3.2.14.22 below, together with a detailed analysis on the impact of implementing the Proposed Maintenance Plan on forecast Defined Cost by reference to the Maintenance Target Cost and Maintenance Target Cost Breakdowns.
- 3.2.14.20 Where the implementation of Proposed Maintenance Plan is forecast to result in a reduction in the amount of forecast Defined Cost accruing to the Maintenance Target Costs, the Company may instruct the Supplier to submit the Proposed Maintenance Plan (defining maintenance Approach 2) for approval in accordance with Schedule 11 (*Project Processes*).
- 3.2.14.21 Where the implementation of Maintenance Approach 2 requires a change to the Specification or any other requirement defined by the Contract the Company shall at its discretion require the Supplier to submit a Variation Proposal in accordance with Schedule 4 – Part A (*Contract Variation Procedure*).
- 3.2.14.22 The Supplier shall complete its proposals for Maintenance Approach 2 in accordance with the timescales set out in the following table:

Step	Timescale for completion
Steps 1 & 2	To be completed by no later than eight (8) months following the Commencement Date.

Step	Timescale for completion
Step 3	Risk to failure assessment to be issued to the Company by no later than nine (9) months following the Commencement Date.
Step 4	Proposed Maintenance Plan to be issued to the Company by no later than ten (10) months following the Commencement Date.

3.2.15 Ongoing Review of Criticality Focused Maintenance Implementation (post implementation of Maintenance Approach 2)

- 3.2.15.1 The Supplier shall monitor the operation of the criticality focussed maintenance strategy on an ongoing basis.
- 3.2.15.2 The Supplier shall provide the Company's Representative with an annual report of the Planned Maintenance Services activities (the "CFM Annual Report") which shall include but shall not be limited to:
 - a review of the performance of assets and the effectiveness of the criticality focused maintenance approach in improving asset performance and availability; and
 - a revised annual planned preventative maintenance plan for the forthcoming year.
- 3.2.15.3 The Supplier shall submit the first CFM Annual Report by no later than three (3) months prior to the end of Budget Period 2.
- 3.2.15.4 Thereafter on an annual basis, the Supplier shall review and submit to the Company a Proposed Maintenance Plan for the forthcoming Budget Period.
- 3.2.15.5 The Supplier shall comply with timescales for the on-going review of the Maintenance Plan as set out below:
 - a) the Supplier shall submit the CFM Annual Report and a Proposed Maintenance Plan (together with supporting information on the impact of forecast Defined Cost to the Company no later than three (3) months before the expiry of the current Budget Period;
 - b) the Company shall review the Proposed Maintenance Plan and shall provide comments to the Supplier (or confirms it has no comments) within 20 days of receipt; and
 - c) the Supplier shall incorporate the Company's comments into the Proposed Maintenance Plan and issue the final draft of the Proposed Maintenance Plan within 20 days of receipt of the Company's comments.
- 3.2.15.6 Where the implementation of any Proposed Maintenance Plan is forecast to result in a reduction in the amount of forecast Defined Cost accruing to the Maintenance Target Costs, the Company may instruct the Supplier to

submit the Proposed Maintenance Plan for approval in accordance with Schedule 11 (*Project Processes*).

3.2.15.7 Where the implementation of any Proposed Maintenance Plan requires a change to the Specification or any other requirement defined by the Contract the Company shall at its discretion require the Supplier to submit a Variation Proposal in accordance with Schedule 4 – Part A (*Contract Variation Procedure*).

3.2.15.8 This process shall not relieve the Supplier of the requirement to amend the Maintenance Plan in accordance with the requirements set out in Schedule 11 (*Project Processes*).

3.2.16 Critical Sites Maintenance

The figure consists of a 10x10 grid of black bars. The bars are of varying heights, representing data points. There are two main clusters of bars: a larger cluster on the left side and a smaller cluster on the right side. The tallest bar in the grid reaches nearly to the top of the grid.

- 3.2.16.2 The Supplier shall immediately prioritise all faults or other performance abnormalities at Critical Sites, over other faults of equivalent clearance timescales at non-Critical Sites.
- 3.2.16.3 The Supplier shall inform the Company no less than 3 weeks in advance of all maintenance activities which have the potential to present an increased risk (e.g. loss of redundancy) to the Company's normal operations in Critical Sites.

3.2.16.4 The Supplier shall provide frequent and comprehensive written updates to the Company in accordance with agreed procedures regarding unplanned outages and emergencies detailing as a minimum:

- a) Description of the problem or Asset failure;
- b) Impact of the problem or Asset failure; and
- c) The expected time to restoration of normal service.

3.2.16.5 The Supplier shall, following any unplanned outage or emergency at Critical Sites, initiate a root-cause analysis and report to the Company findings and recommendations from the investigation.

3.2.16.6 During the Events listed below, the following Sites shall also be considered to be Critical Sites;

<u>Event</u>	<u>Sites to be treated as Critical Sites</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

3.2.17 Interfaces with the Company's Third Party Suppliers

3.2.17.1 The Company shall take overall responsibility for management of interfaces between the Supplier and 3rd party Suppliers undertaking maintenance or projects. The Supplier shall proactively provide support to the Company in respect of the requirements set out in paragraph 3.2.17.2 and when required by the Company. The Supplier shall coordinate and resolve issues on behalf of the Company including attendance in the event of any issues surrounding interfaces until these are resolved. The Supplier shall keep the Company's local managers informed of any maintenance work that they become aware of that is likely to have an impact on assets not in the scope of this specification.

3.2.17.2 The Supplier's activities shall include, but not be limited to:-

- a) Working on safety related Telecommunication systems;
- b) Bypassing infrastructure components; and
- c) Training of Suppliers regarding risks associated with accidental service interruption.

3.2.17.3 The Supplier shall ensure that no Equipment failures, downtime or interruptions are caused by the Supplier or their sub-Suppliers as a result of support activities.

3.2.18 Network Connectivity

3.2.18.1 The level of current connectivity which will be maintained to enable remote connectivity to Company networks allowing sufficient bandwidth to monitor and manage assets included within the scope of the Maintenance Services is set out in Appendix 10.

3.3 Planned Maintenance Services

- 3.3.1 The Supplier shall deliver a multi-disciplinary Planned Maintenance Service which will ensure the Sites and Equipment meet the standards as set out in this Specification and all relevant legislation.
- 3.3.2 The Planned Maintenance Services strategy shall be a risk based CFM approach in order to reduce cost of ownership of assets and delivery of the Maintenance Services. Planned Maintenance Services shall be carried out to protect critical assets in order to prolong their life. Other non-critical Assets may be maintained on a reduced maintenance or reactive basis only.
- 3.3.3 Critical assets and non-critical assets are to be defined, detailed and agreed with the Company as set out in paragraph 3.2.14 above.
- 3.3.4 The Supplier shall produce and make available to the Company for review:
 - a. a detailed Maintenance Plan in accordance with Schedule 11 (*Project Processes*); and
 - b. a 3 year rolling Planned Maintenance Services programme no later than the end of Budget Period One.
- 3.3.5 The Supplier shall produce a monthly report for Planned Maintenance Services and submit to the Company as part of the monthly reporting obligations set out in Schedule 10 (*Contract Management*). The report shall include, but shall not be limited to, describing the performance of the previous period, details and location of forthcoming work, to be undertaken and shall clearly identify where activities are anticipated to have a potential impact on Company operations.
- 3.3.6 The supplier shall carry out and complete all PPM maintenance at the agreed times to meet the requirements of this specification and Good Industry Practice.
- 3.3.7 Planned Maintenance Services are activities and inspections to Equipment designed to prolong service life, reduce failures, maintain required performance and ensure safe operation.
- 3.3.8 As a minimum the Supplier shall deliver as Planned Maintenance Services Statutory and general planned maintenance as detailed in the Service Matrix provided as Appendix 3 to this Schedule 2 to all Equipment, inclusive of their related Supporting Infrastructure, as identified within the Service Matrices in accordance with the requirements of this Specification.
- 3.3.9 The Planned Maintenance Service shall also include, but not be limited to:
 - a. inspection internal and external fabric of the Sites to ensure that they are properly maintained and remain functional, safe and operational sound; and

- b. inspection, testing and servicing of telecoms equipment and systems, to ensure they remain safe and operational and are compliant with statutory requirements, Standards and Good Industry Practice.
- c. the cleaning of equipment racks and enclosures located within or external to Communication Equipment Rooms (CER). The cleaning of these equipment racks and enclosure assets both internally and externally to the CER is the responsibility of the Supplier. All other cleaning within the CER is the responsibility of the Company but the Supplier shall notify the Company of any instances where CER equipment room floors are not being cleaned and in particular where this could impact on Equipment performance.

3.3.10 The Planned Maintenance Services identified against the Equipment referenced within the Equipment Registers shall cover variations in Equipment type and the service timing assessments are the responsibility of the Supplier, unless these are statutory requirements.

3.3.11 The Supplier shall initially provide the Company with a Risk Based Maintenance (RBM) regime and an associated Maintenance Plan that provides the Company with the most efficient and effective maintenance solution in delivery of the required asset reliability and performance. The proposed RBM regime should detail the tasks associated with each proposed item of maintenance and associated proposed frequency of task. The Supplier shall work towards the Maintenance Approach as detailed in paragraph 3.2.13 of this Specification.

3.3.12 The Supplier shall notify the Company of their proposed Planned Preventative Maintenance (PPM) activities, inspections or intervals to either System or Asset groups or specific Systems or Assets. These identified activities, inspections and intervals shall only be permitted following prior agreement by the Company.

3.3.13 The Supplier shall deliver Planned Maintenance Services in accordance with the Maintenance Plan.

3.3.14 The Supplier shall notify the Company no less than seven days in advance of any proposed changes to the dates or Sites of Planned Maintenance Service activities and shall undertake the Planned Maintenance Services activities on the proposed changed date only if approved in advance by the Company.

3.3.15 The Supplier shall adapt the Maintenance Plan to allow for any Company imposed 'maintenance freeze' periods.

3.3.16 If during Planned Maintenance Services, the Supplier identifies faults where there is a risk of danger to persons and/or property, the Supplier shall make safe immediately and escalate to the Company. The Supplier shall report the hazard to the Company as soon as practicable but in any case within no more than 2 hours of making safe.

3.3.17 The Supplier shall identify any areas of damage or deficiencies to any Equipment (caused by others) that the Supplier discovers during the course of the delivery of the Maintenance Services, and the Supplier shall report the same in an agreed format to the Company.

3.3.18 The Supplier shall report the hazard to the Company as soon as practicable but in any case within no more than 2 hours of making safe.

3.3.19 From Commencement Date the Supplier shall generate for each station/location/Site individual maintenance sheets, matching the format and principals of those associated with this Specification, for each System, Asset and Component located there. This shall be maintained annually and available electronically to the Company at all times.

3.3.20 Maintenance Plan

- 3.3.20.1 The Supplier shall provide a Maintenance Plan in accordance with the requirements of Schedule 11 (*Project Processes*) and such plans shall include details of Statutory and specified inspection & testing requirements (PAVA and Refuge Point {EVC} Systems) and Planned Maintenance Service intervals for each System, Asset and Component inclusive of their related Supporting Infrastructure.
- 3.3.20.2 The Maintenance Plan shall identify programmed dates of Planned Maintenance Service visits to each System, Asset or Component to prolong service life, reduce failures, maintain required performance and ensure safe operation. The Maintenance Plan shall be ordered to maintain the required intervals following on from the relevant previous testing programmes.
- 3.3.20.3 The Supplier shall make the Maintenance Plan available in an electronic format (agreed between the Parties), to the Company for inspection by the Company or a third party appointed by the Company at any time.
- 3.3.20.4 The Supplier shall provide the Company with a weekly update of the Maintenance Plan in an electronic format to be agreed between the Parties.

3.3.21 Changes to the Maintained Assets

- 3.3.21.1 The Supplier shall provide evidence that they have witnessed and documented the testing and commissioning of new Equipment where the installation is undertaken by the Supplier and shall add new Equipment to the Equipment Register and the Maintenance Plan within 2 weeks of the change being accepted.
- 3.3.21.2 Where the installation of new Equipment is not undertaken by the Supplier (but the Company requires by instruction that the Supplier maintain such Equipment) the Supplier shall add new Equipment to the Equipment Register and Maintenance Plan within 2 weeks of the change being instructed.
- 3.3.21.3 Upon the discovery of additional Equipment the Supplier shall provide to the Company details of the Equipment within 2 weeks of the additional Equipment being discovered.
- 3.3.21.4 If additional Assets are identified, it is mandatory to complete an Asset registration form (following the MAID Process) and submit to the Company within 48 hours of Reactive Maintenance Service attendance or at the Period Management Review Meeting (MRM) where the additional Equipment is identified from survey etc.
- 3.3.21.5 On commencement of each Budget Period (excluding Budget Period one), the Supplier shall review and submit an updated and revised Equipment Register to the Company, taking account of any and all changes to the Sites

including but not limited to changes to the Service Matrix contained in Appendix 3 to this Schedule 2, acquisitions and disposals of Sites, additions and disposals of the Equipment, warranties and maintenance records within the previous Budget Period.

3.3.21.6 The Supplier shall maintain additional Equipment added to the Sites by the Company subject to issue of a Variation Order in accordance with Schedule 4 (Contract Variation Procedure).

3.3.22 Software and Hardware Configuration Management

3.3.22.1 The Supplier shall implement a Configuration Management (CM) methodology that ensures the Supplier can constantly and consistently provide valid information about the Maintained Assets.

3.3.22. The output of CM is a Configuration Management Plan (CMP). The Supplier's CMP shall provide a framework for achieving effective CM throughout the lifecycle of the Maintained Assets.

3.3.22. The Supplier's CMP shall also detail the activities to be undertaken by the Supplier to assure that all configuration requirements are identified.

3.3.22. All changes to the Assets and Systems made by the Supplier, which impact software or hardware configuration, are subject to the change control as set out in procedure PR0660 (Instructions for use of software configuration procedure PR0663 to PR0674) and procedure PR0661 (Instructions for use of the hardware configuration management procedures PR0675 to PR0686).

3.3.22. The Supplier shall submit any proposed configuration changes to the Company's Change Control Authority, (CCA), for approval. The case for each proposed change is presented to the panel comprising the Company's Representative and his nominated technical representatives.

3.3.22. The CCA is responsible for reviewing all change proposals submitted by the Supplier and making recommendations for approval or otherwise to the Company. Change proposals affecting scope and function shall undergo a technical impact analysis. This analysis will examine potential impacts on (including but not limited to) technical, safety, performance and migration requirements.

3.3.23 Replace on Failure Assets

3.3.23.1 Certain Assets are considered either not readily maintainable or of relatively low prime cost and therefore uneconomic to repair. These are considered to be "**Replace on Failure Assets**". Replace on Failure Assets should not be replaced as part of Planned Maintenance Service and should not therefore feature on the Maintenance Plan. Replacement of Replace on Failure Assets shall be undertaken by the Supplier as part of Reactive Maintenance Services.

3.3.23.2 Examples of Replace on Failure Assets are as follows:

- Fuses

- Camera
- Camera Lens
- PA Loudspeakers
- CCTV Matrix input or output cards
- Power Supply Units (PSU)
- Batteries etc.

3.3.23.3 Further Assets may be added to the above list without any change to the Target Costs by agreement between the Company and the Supplier.

3.3.23.4 Replace on Failure Assets shall be replaced with a new product sourced from the same manufacturer with the same product number. Where this is not possible a suitable replacement product shall be identified and used only by prior agreement between the Company and the Supplier.

3.3.23.5 Only by prior agreement between the Company and the Supplier shall individually identified Replace on Failure Assets be repaired.

3.4 Reactive Maintenance Services

3.4.1 Reactive Maintenance Services are the repairs or replacements required to Equipment identified by the Company as;

- not working
- not being in an acceptable state
- not meeting the requirements of 2.18 (*Equipment Performance*)

in order to return it to a safe, working and acceptable state, that meets the requirements identified within the Specification, but in particular 6.7 (*Equipment Performance*)

3.4.2 The Supplier shall deliver Reactive Maintenance Services at the Sites as indicated in the Service Matrix (Appendix 3) in accordance with the Specification; including the necessary replacement of Consumables and Components and Supporting Infrastructure.

3.4.3 The Supplier shall deliver Reactive Maintenance Services to all faults within the scope of the Maintenance Services as requested by the Company in line with the times detailed in Appendix 8.

3.4.4 The Supplier shall attend and rectify faults and requests for Reactive Maintenance Services within the timescales detailed in Appendix 8

3.4.5 Faults shall be classified by System/Asset/Site type (Appendix 8). The Company may also classify faults on an Emergency Priority basis depending upon the nature of the fault.

3.4.6 The Company reserves the right to classify faults on an Emergency Priority basis depending on the nature of the fault.

3.4.7 The definition and service level for Emergency Priority faults is detailed below:

Definition	Action	Service Level
Faults which:	Attend	Within 2 hours
-present an immediate and serious risk to operational safety or security	Permanent rectification OR interim rectification and make safe	Within 4 hours
-involve critical assets -significantly restrict or prevent normal operation of the transport service and use of the building/facility/site -have the potential to generate significant consequential Equipment or property damage.	Further attendance and permanent rectification	Within 48 hours

3.4.8 Typical examples of Emergency Priority Faults are;

- Loss of safety related Equipment; Public Address Voice Alarm (PAVA), Refuge Points or Emergency Communication Systems (EVC) and One Person Operation (OPO) CCTV systems.
- Equipment, or part thereof, fixing failure presenting a safety hazard.
- Any faults at Critical Sites at the Company's discretion.

3.4.9 Attendance and rectification times shall start at the same time and shall run concurrently and timescales shall be measured from the time the Supplier receives a fault notification/requirement to deliver Reactive Maintenance Services from the Company.

3.4.10 The Supplier shall close out all faults/issued work orders within 24 hours of leaving site.

3.4.11 The Company shall determine the priority level a fault shall be treated as.

3.4.12 The Supplier shall receive instructions to carry out Reactive Maintenance Services from the Company's helpdesk(s). It is the Company's expectation that the Supplier is pro-active in the identification and clearance of faults, which are self-identified by the Supplier via any remote monitoring and analytical software or systems and/or during Planned Maintenance activities. Additionally, when a defect is identified from remote monitoring at the Supplier's control centre or from the Sites from the Supplier's Personnel, this shall be reported to the Company help desk immediately and logged

as a fault/ Reactive Maintenance Services event, and this shall then become the instruction to attend and repair the defect.

- 3.4.13 The Supplier shall classify any self-identified faults in line with Appendix 8. Any self classified faults will be excluded from Key Performance Indicator (KPI) measurement set out in the Contract Schedule 18 (*Performance Measurement*).
- 3.4.14 The Supplier shall attend the Company's Sites and permanently rectify faults. The Supplier shall endeavour to permanently rectify each fault during a single attendance visit, but if necessary the Supplier shall make more than one attendance visit to make safe or permanently rectify the fault. At the end of each and every attendance visit the fault shall be left in a safe condition, even if it cannot be permanently rectified.
- 3.4.15 The Supplier shall notify the Company help desk when faults have been permanently rectified or made safe.
- 3.4.16 If the Supplier on attending the Site traces a reported fault or failure to Equipment or cabling outside the scope of this Specification, the Supplier shall immediately report this to the Company help desk. This does not release the Supplier from the Site unless so authorised by the Company. The Supplier shall remain on Site if required, to "hand over" and/or work with other contractors to rectify the fault and provide all necessary co-operation to clear or localise the fault.
- 3.4.17 The Reactive Maintenance Services shall be provided by the Supplier for each combination of Equipment and Site as identified within the Service Matrix three hundred and sixty four (364) days per year or three hundred and sixty five (365) days per year for leap years, twenty four (24) hours per day. Additionally, Christmas day shall be covered as stand-by for Emergency faults only.

3.4.18 Fault Reporting and Corrective Action System (FRACAS) Process

- 3.4.18.1 The Supplier shall attend fortnightly FRACAS meetings held by the Company, where the top failure asset trends and repeat failures are discussed. The Supplier shall be responsible for completing the root cause analysis identifying the underlying root cause of the failures and proposing recommendations for corrective action to prevent the reoccurrence of failures.
- 3.4.18.4 The Supplier shall provide the Asset failure management information including the failure codes (asset component, problem, cause and remedy) as a result of reactive maintenance in order to satisfy the requirements of the Company's Asset Management System and to support effective utilisation of FRACAS improving asset data integrity and providing a stronger base for thorough analysis and decision making supporting the business to shift from reactive to predictive and preventative maintenance approach.
- 3.4.18.3 The purpose of the FRACAS process is to work together with the Supplier to eliminate repetitive failures and to drive asset reliability improvements by the Supplier proving the failure data following failure rectification (failure codes such as Asset component, problem, cause and remedy codes), prioritising the failures according to asset criticality and risk, analysing the most critical failures to determine the root cause and working together to identify and implement the corrective actions to prevent the failure

reoccurrence and therefore improve asset availability and safety as well as increasing customer satisfaction.

3.4.19 The Company's Help Desk and Local Reporting Systems

- 3.4.19.1 All faults shall be logged via the Company's help desk and the details entered into the Asset Management System. Work order(s) will be generated in the Asset Management System and issued to the Supplier. The Supplier shall manage, update and complete all work orders and provide all necessary information to update the Asset Management System on completion of each work order.
- 3.4.19.2 The Company operates a number of help desks and/or local reporting systems for reporting and recording faults by Company staff. Faults reported to the Supplier will be via the Company help desk facility or local reporting system utilised by the relevant business unit. Full details including the reporting process of each help desk or local reporting system utilised by each business unit will be provided to the Supplier.
- 3.4.19.3 It is the Company's intention to rationalise the process of fault reporting across the TfL business during the term of the Contract although this cannot be guaranteed.
- 3.4.19.4 The Supplier shall provide a 24/7 call centre facility to respond to all faults reported by the Company. The Supplier's call centre facility shall be the contact point for the Company and must be operated at all times by suitably trained and competent staff. The call centre facility shall be contactable by telephone, facsimile and email at all times.

3.4.20 Work orders

- 3.4.20.1 The Supplier shall perform the work and 'complete' the work order, recording the details of the work done against the work order for entry into the Asset Management System. The purpose of this process is to create a record log of planned and actual work undertaken on each asset with the Asset Management System. Work orders must be completed within 24 hours of the final off site time. Final off site time is the date and time the Supplier's operative left Site having completed the Services required by the work order. The work orders close out report shall also include details of Spares usage and tracking.
- 3.4.20.2 For Reactive Maintenance Services, to enable the Company's help desk to be provided with up to date information, the Supplier shall for Reactive Maintenance Services provide a work order close out report within the following timescales. A work order close out report shall be provided after each visit irrespective of whether the required work has been completed:
 - i. For emergency faults – telephone call to appropriate Company Help Desk confirming repair as soon as defect is resolved and the information for updating the Asset Management System within thirty (30) minutes of off site time.
 - ii. For urgent and non-urgent faults – the information for updating the Asset Management System to be provided within 24 hours of off site time.

3.4.20.3 Work order close out report shall include:

- i. Work order number
- ii. Date and time of attendance
- iii. Date and time of completion
- iv. Building/station site
- v. Asset location (physical (SID code if applicable); System; Component)
- vi. Attending Supplier and engineer's name and signature
- vii. Activity undertaken on each visit (E.g.: work logs including: parts, materials and labour used)
- viii. Asset Condition Assessment
- ix. Underlying Cause and recommended reallocation of fault code if required
- x. Further recommended action (if applicable)

3.4.20.4 Any issue or defect that the Supplier becomes aware, constituting a health and safety issue, or with the ability to become a service affecting fault, must be reported to the nominated Company's help desk immediately.

3.4.20.5 If after attending Site it is found that a work order has been generated for an Asset that is outside of the scope of the Contract, the Supplier shall telephone the nominated Company help desk immediately to ensure that the work order is re-allocated.

3.4.21 System or Asset replacement

3.4.21.1 The necessary replacement of specific Components, Consumables and Supporting Infrastructure to repair or maintain Systems or Assets is included in the scope of Maintenance Services.

3.4.21.2 Except for Replace on Failure Assets identified within 3.3.23.1 above, the comprehensive replacement of an entire System or Asset is excluded from the scope of the Maintenance Services and may be subject to a separate instruction as Maintenance Renewal Services as detailed in Schedule 4 – Part B (*Maintenance Renewal Services*).

3.4.21.3 The Supplier shall identify opportunities for System and Asset replacement at any point throughout the Contract in accordance with its obligations under section 3.9 (*Obsolescence Management*).

3.4.21.4 System or Asset replacement may be considered by the Company where in the view of the Company a System or Asset:

- failure has increased in likelihood to a level deemed unacceptable to the Company;
- is close to being life expired and repair costs are both significant and unlikely to prove cost effective;
- repair or replacement cost of the components is such to make it beyond Economic Repair;
- has significant costs associated with access and beneficial access is available from the replacement or maintenance of adjacent Equipment;
- has failed and it is deemed critical and replacement will prove to be significantly quicker than repair;
- is significantly unable to meet the required performance criteria.

3.4.21.5 Unless instructed by the Company, the Supplier shall continue to deliver Planned Maintenance Services and Reactive Maintenance Services to all Equipment in accordance with the Contract whilst the Equipment is in place.

3.4.21.6 A replacement Asset shall automatically take on the obligations of its original Asset under the terms of this Contract.

3.4.21.7 Any Asset deemed to require replacement will be held by the Supplier for a period of four weeks in a designated quarantine location, for inspection by the Company or the Company's appointed specialist. If this inspection identifies that the Asset is not life expired or beyond economical repair, the Asset will be sent back to the maintainer for refurbishment under the contract cost and kept in stock as a replacement Asset.

3.4.21.8 Replacement of existing Assets, Consumables and Components shall be strictly on a "like for like" basis. Replacement by parts of different manufacture, manufacturer, class, type, duty rating and/or materials, shall not be carried out without prior approval of the Company. Should an Asset, Consumable or Component become no longer available, it shall be the Supplier's responsibility to advise the Company of this fact immediately and recommend an alternative. Where whole Assets require replacement the Supplier shall make efforts to standardise the Equipment in use across the network. The aim of this is to reduce the variety of assets in use across all the company maintained Sites. The supplier shall be responsible for adding any new whole assets requiring replacement to the Approved Product Register. The following processes shall be adhered to by the Supplier:

- S1011 Product Acceptance and Registration.

3.4.21.9 Materials installed by the Supplier which do not meet these requirements shall with the approval of the Company be immediately removed and replaced with acceptable materials by the Supplier at no cost to the Company. If the Supplier is unable or unwilling to replace any unsuitable materials, the Company shall arrange for their replacement at the Supplier's cost.

3.4.22 Exclusions

3.4.22.1 No faults will be attributed to the Supplier where confirmed Access is denied by the Company including but not limited to the following reasons set out in (a) to (e) below provided that when the fault is reported, the Supplier shall commence and continue to make all reasonable endeavours to rectify the fault so reported:

- (a) emergency access requirements of another party to deal with an incident;
- (b) urgent access requirements of another party to rectify an asset failure that would otherwise have a materially adverse impact on passenger services;
- (c) for safety reasons;
- (d) for LUL sites, access to the fault cannot be reasonably obtained due to traffic hours restrictions; or
- (e) for assets where 3rd line support is provided but are restricted by closed protocol requiring access which cannot be arranged within the rectification time.

3.4.22.2 The Supplier shall notify the Company within the rectification time that they believe that the fault should be excluded from the performance calculation setting out:

- (a) the reason for the exclusion; and
- (b) the expected completion date; and
- (c) providing any relevant supporting documentation.

3.4.22.3 Following receipt of each request for an exclusion, the Company shall notify the Supplier in writing that it:

- (a) approves the application for an exclusion; or
- (b) rejects the application for an exclusion.

3.5 Spares Maintenance Services

3.5.1 Spares

3.5.1.1 The Supplier shall provide and hold an adequate stock supply of fully tested Asset, Component and/or Consumable Spares to support the efficient operation of the Systems and Assets and delivery of the Maintenance Services.

3.5.1.2 The Supplier shall be responsible for determining and maintaining the stock levels of Spares. In particular the Supplier shall maintain and replenish the Spares identified in the critical Spares list as set out in Appendix 2 to this this Schedule 2 (*Specification*).

- 3.5.1.3 The Supplier shall be responsible for the supply, delivery, offloading, storage (where no storage can be provided by the Company) and where required, testing of all Spares (including all safety equipment) necessary to undertake the Maintenance Services.
- 3.5.1.4 The Supplier shall label the Spares holding "Property of TfL", shall ensure that the Spares holding is insured for its full replacement value. The Supplier shall not mortgage, pledge or create a security interest in the Spares holding in favour of a third party.
- 3.5.1.5 The Company shall at all times be the legal and beneficial owner of the Spares holding subject to the Company having agreed to make payment for the spares.
- 3.5.1.6 The Supplier shall demonstrate on a monthly basis to the Company, stock levels of critical spares which are held through the implementation of a stock/spares management system which shall cover (but not limited to) determination of minimum stock/spares levels (both central store and van stock), stock/spares replenishment; service level arrangements with sub-suppliers and lead times for non-stock items.
- 3.5.1.7 Notwithstanding the Supplier obligation to determine the level of Spares necessary to provide the Maintenance Services. The Company reserves the right to instruct the Supplier to purchase additional quantities of Spares, where the Company acting reasonably determines they are necessary to support of the delivery of the Maintenance Services.
- 3.5.1.8 At all times the Supplier shall be wholly responsible for any unavailability of Spares.
- 3.5.1.9 The Supplier shall provide a monthly report on availability and delivery times of Spares, including an early warning of potential obsolescence of Spares likely to be required in the delivery of the Maintenance Services.
- 3.5.1.10 The Company shall reserve the right to free issue Spares or Assets to the Supplier in support of the delivery of the Maintenance Services by instruction under the Schedule 4 (*Contract Variation*) procedure.

3.5.2 Bespoke, No Longer Manufactured and Long Lead Spares

- 3.5.2.1 The Supplier shall sustain at least the minimum quantity of bespoke; no longer manufactured and long lead Assets, Consumables and Components to ensure the Equipment is available at any time.
- 3.5.2.2 The Supplier shall inform the Company of any asset/ system equipment obsolescence concerns that they become aware of. In these circumstances the Supplier shall demonstrate to the Company that they are able to manage this obsolescence to ensure the Equipment is available at all times.
- 3.5.2.3 The identification of bespoke, no longer manufactured and long lead will be the responsibility of the Supplier. This will necessitate purchasing one or more in advance to ensure assets are returned to service in accordance with the Specification and the Contract requirements.

3.6 Software Maintenance Services

- 3.6.1 The Supplier shall maintain schedules for the configuration of all Software associated with any assets or systems. “**Software**” means any computer programs or software produced or supplied by the Supplier from time to time as part of, or in connection with the Services and all user documentation in respect of such programs or software and any modification which is required by the Company during the subsistence of the licence referred to in the Contract Clause 36.4 (*Company's License to use the Supplier's Intellectual Property Rights*). The Supplier shall maintain a Software configuration control log for the Systems and coordinate the configuration updates on a continual basis when changes are made. All references to Software shall be deemed to include firmware.
- 3.6.2 New versions, upgrades and refreshes of Software shall be compatible with the Assets and Systems impacted.
- 3.6.3 The Supplier shall maintain the Software for all Assets and Systems in good working order, including issuing and installing new versions and updating patches as necessary to ensure that the Software performs and is not vulnerable to any published vulnerabilities.
- 3.6.4 The Supplier shall inform the Company's Representative if they do not have access to the source code and so cannot make changes to the Software. (Software patches can be obtained from the software vendor).
- 3.6.5 The Supplier shall ensure there is a Software configuration control log and that the Company's Representative has access to the updated version at all times.
- 3.6.6 The Supplier shall carry out his obligations stated in this section of the Specification, so there is no adverse effect upon both the functionality and performance of the Systems to which the Services are being provided, or any other Systems that fall outside the scope of this Contract due to the Suppliers direct action.
- 3.6.7 The Supplier shall ensure that the Software shall be backed up in a safe and secure manner, so reinstallation results in absolute compliance with the Software's installation specification.
- 3.6.8 The Supplier shall be responsible for regularly updating and/or informing the Company of all changes, bug fixes, updates, modifications, amendments and new releases of the Software for assets and systems covered by this Contract.
- 3.6.9 The Supplier shall acknowledge and agree that there is both operating system and application Software applicable to the Company's Assets and Systems and the Supplier is aware of the requirement to obtain from the relevant owners and/or licensors all necessary diagnostic tools to maintain the Software. Where this is not available the Supplier shall inform the Company's Representative.

3.7 Third Party Maintenance Support Services

3.7.1 Former SilverLink Customer Information Systems

- 3.7.1.1 The Supplier shall arrange for third line maintenance support for the control systems providing data to the Customer Information Systems (CIS) VEIDS and THIDS at the former Silverlink Sites. The former Silverlink Sites are listed below:

- a. Queens Park, Kensal Green, Harlesden, Stonebridge Park, North Wembley, South Kenton, Kenton and Harrow and Wealdstone;
- b. West Brompton;
- c. Gunnersbury and Kew Gardens;
- d. Blackhorse Road, Highbury and Islington and Tottenham Hale.



3.7.2 Direct Labour Organisation support for ASL Public Address Systems and Station Management Systems

3.7.2.1 The Supplier shall also arrange for third line maintenance support to LU Communications Direct Labour Organisation (DLO).

3.7.2.2 This third line maintenance contract shall cover all Application Solutions (Safety and Security), (ASL) Public Address (PA) & PAVA Systems and Station Management System (SMS) maintained by the Communications DLO.

3.7.2.3 The ASL PA & PAVA systems are located throughout the BCV and SSL Lines and the ASL SMS is located at Victoria Station. (A list of PA & PAVA Sites can be found in Appendix 5 of this Schedule 2 (Specification)).

3.7.2.4 The Supplier shall ensure that any works sub-contracted are compliant to the requirements of this specification, with respect to software and hardware change control and mandated TfL Standards to be found in section 2.18.

3.7.2.5 The third line service support to the Communications DLO shall consist of:

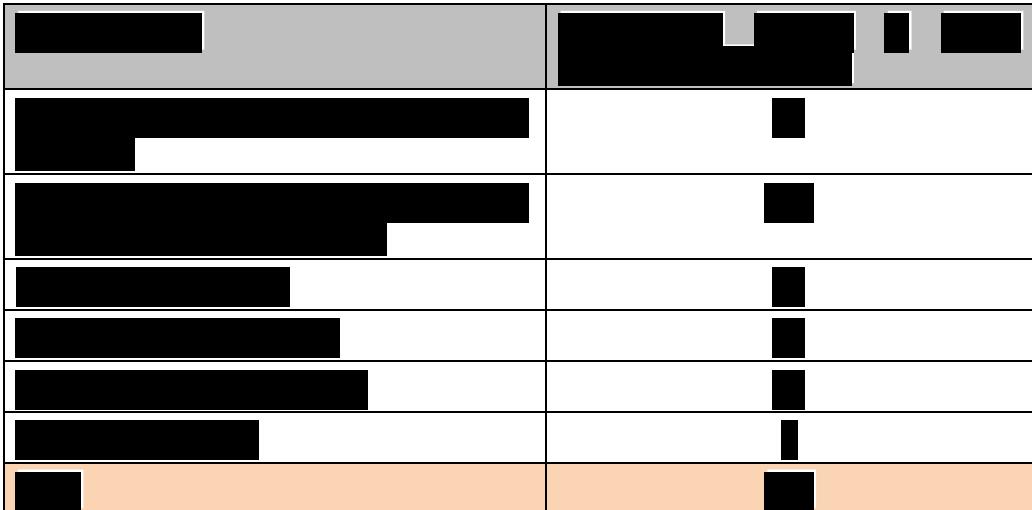
- a. A supplier providing a single point of contact for all telephone support requests from the nominated APD BCV and APD SSL representative(s).
- b. Remote access and network maintenance if available on Sites.
- c. Any support requests that require on site attendance will be prioritised and agreed by the nominated APD BCV and APD SSL representative(s) in writing, either by email or facsimile.

- d. APD BCV and APD SSL shall maintain a stock of the recommended Spares and consumables and shall permit the Supplier to use the same free of charge for the purpose of providing the service.
- e. The Supplier will provide repair services for ASL manufactured equipment on a 30 days turnaround time. Refer to Appendix 6 of this Schedule 2 (Specification) for a list of Spares in support of the Sites.
- f. The Supplier shall provide training courses to the Company on the PA and SMS Equipment included within this third party service.
- g. The Supplier shall provide a management report on a quarterly or six monthly basis.
- h. As appropriate, the Supplier shall advise APD of all relevant software updates. Code updates associated with bug fixes or the update of installed code in line with ASL's LTS (Long Term Solution) releases shall be provided to APD free of charge for installation by the APD engineering team.
- i. Any Minor Software Modification requested by APD BCV and APD SSL under the terms of this contract.
- j. APD BCV and APD SSL will maintain configuration records as issued to them by their client. APD BCV and APD SSL will make the configuration records available to the Supplier.

3.8 Managed CCTV Download Service







3.9 Obsolescence Management Services

- 3.9.1 The Supplier is responsible for managing obsolescence of all the maintained Assets and any new, additional or replacement Assets added in accordance with the terms of the Contract.
- 3.9.2 The Supplier shall submit an initial obsolescence report within six (6) months of the Commencement Date and thereafter at a minimum frequency of once every six (6) Periods, or within fourteen (14) days of a request from the Company's Representative.
- 3.9.3 The Supplier shall determine from Asset condition monitoring and his own observations, any foreseeable obsolescence problems with repairing, replacing or maintaining any Asset or Asset group (including the identification of Assets which are predicted to become Beyond Economic Repair) and report such problems to the Company's Representative as soon as practicable. In all cases within the Period Report for the Period in which the problem was discovered.
- 3.9.4 The Supplier shall recommend to the Company's Representative solutions to rectify obsolescence problems identified with the assets during the condition monitoring process. These solutions shall include forward planning of Spares requirements and advising on any potential effects on the Services.
- 3.9.5 Where any Asset, System or Equipment is identified as at risk of obsolescence the parties shall follow the Maintenance Renewal Services process set out Schedule 4 – Part B (*Maintenance Renewal Services*).

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SCHEDULE 2 (SPECIFICATION) - APPENDIX 1: THE MAINTAINED ASSETS

Appendix 1 is the document titled "Schedule 2 Appendix 1 – The Maintained Assets" and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM).

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**SCHEDULE 2 (SPECIFICATION) - APPENDIX 3: SERVICE MATRICES
(INCLUDING A SHEET FOR ALL TfL BUSINESS AREAS)**

SCHEDULE 2 (SPECIFICATION) - APPENDIX 4: LU HERITAGE MAP AND SCHEDULE OF LISTED TfL SITES

