

Schedule 3b Specification

As Stated in the tender documents and associated issued purchase orders

1. **DESCRIPTION OF SUPPLY** – This is a performance specification inclusive of all works and materials, unless specifically indicated otherwise, required to meet the design specifications, operating requirements and performance levels within the Contract for the supply of Materials identified below.
2. **SCOPE OF SUPPLY** – The Supplier shall be responsible for supply of all Materials, (inclusive of labour charges, plant, transport and associated costs within the following material groups:
3. **RESTRICTIONS** – Whilst on LUL sites the Supplier is to comply with the general conditions appertaining to the respective location. For example, “No Smoking”, “No Radios”, “No Portable CD Music/Media Players”, “No Swearing”, “No Drugs”, “No Alcohol” etc and comply with all alarm testing and evacuation procedures as directed.
4. **PASSES & PERMITS** – Delivery drivers will not be required to hold any form of LUL Permit. Any of the Supplier’s staff involved in filling bins and part of a VMI service will be required to hold a LUCAS card.
5. **MATERIAL SPECIFICATIONS & REQUIREMENTS**

5.1 STANDARDS - The Supplier shall deliver the Materials to meet the requirements of the Conditions of Contract.

5.2 WARRANTY & PRODUCT LIFE –

5.2.1 CONTRACTUAL WARRANTY – The Supplier will provide details of Materials under warranty and the period of warranty on the Contract Material Data Sheets.

Defective Materials under warranty will allocated a unique tracking number by the Company and returned to the Supplier together with a completed Return to Vendor (RTV) form.

On receipt of the Materials the Supplier will carry out a formal investigation as to why the Materials have failed and the RTV should be completed and returned to the Company, stating the Suppliers findings, and any corrective actions taken.

The two basic outcomes will be:

- (i) No Fault Found – The Supplier has re-tested the Materials and can find no fault with them. The parts will be re-supplied to the Company; or.
- (ii) Fault Found – The Supplier has re-tested the Materials and has found fault. The fault has been determined and corrective action has or will take place to ensure no re-occurrence. The Company at its discretion may then quarantine, screen and return to the Supplier all existing stock from the same batch for full replacement.

Any Materials that have been returned to the Supplier under a warranty claim or quality issue will be deducted from monies owed to the Contactor by the Company’s accounts payable department at the Price at which it was supplied to the Company. The Company will not be responsible for the costs of shipment back to the Supplier for any Materials that are deemed to have, and agreed as Fault Found. Any shipping costs

incurred by the Company will either be deducted from monies owed to the Supplier, or alternatively the Supplier can choose to arrange their own pick up.

There may be small items of such low value that, between the Supplier and the Company, the cost to process any warranty claim would outweigh any cost benefit or supply any business justification for doing so. The Company and the Supplier will agree these items at the outset of the Contract being awarded. However this would not apply to any business or safety critical Materials.

The warranty period will re-commence for any material that is repaired under warranty. Any replacement materials will be classed as new for the calculation of warranty.

Where Materials under warranty have been maintained by the Company they will remain under warranty provided that the Suppliers instructions and guidelines have been followed. The Supplier will provide all maintenance instructions and manuals to the Company during the mobilisation period of the Contract.

- 5.2.2 PREDICTED PRODUCT LIFE - The Supplier will provide details of the expected product life for Materials on the Contract Material Data Sheet.
- 5.2.3 LATENT DEFECTS - Any latent defect in any item of Supplied Materials shall be rectified by the Supplier if it becomes apparent or is discovered at any time in the period of five (5) years after the commencement of the warranty period for the affected Materials.

6. ENGINEERING AND DESIGN CHANGE PROCESS

The Supplier is responsible for following the process detailed below to advise the Company and get a design change approved:

The Supplier will formally request a design change, being an alternative, or a modification to an existing part, and will complete any paperwork that the Company deems necessary. The Supplier will supply supporting data to validate the design or alternative change being proposed. This may include, but not be limited to, certificates of conformity, test data, data sheets.

The Company will formally review the proposal, and then notify the Supplier of the outcome.

The Company will notify the Supplier in writing of any product or design changes they make in house. A testing process will take place before the implementation of any changes (refer to Testing section below).

7. TESTING

Where formal approval is required for the introduction or amendment of new or existing materials and parts, or equipment testing of new Materials, the Company may request testing to be carried out (Acceptance Tests). This testing may be observed by the Company where deemed necessary.

Testing will require the Supplier to undertake/provide the following, (non exhaustive):

Provision of a sample – including any pre-production, or production tooling and or modifications to any existing tooling.

Provision of any external testing documentation.

Provision of any sample submission paperwork.

Responding to technical queries issued by the Company's Engineering department.

Provision of any further testing required by the Company to satisfy itself that the alternative Materials offered will not put the travelling public at risk.

Provision of any internal engineering costs born by the Company (the costs of its own internal personnel)

Compilation of final engineering report and sign off.

The costs for the above may be financed in one of the following ways to be agreed prior to commencement of testing.

The Supplier absorbs the costs.

The Company absorbs the costs.

The Supplier and Company jointly absorb the costs.

The testing process will align with the requirements of the Engineering and Design Change Process detailed above.

8. OBSOLESCENCE & COUNTERFEIT PROTECTION

8.1 **OBSOLESCENCE MANAGEMENT** - The Supplier shall be fully responsible throughout the Term of the Contract for the cost of managing any incidence of obsolescence, and for implementing actions to ensure the continued supply of Materials listed under the Contract.

The availability of all active electronic components that are constituent parts of any Materials supplied under the Contract will need to be monitored. Monitoring shall consist of the Supplier evaluating the likelihood of obsolescence at appropriate time periods in order to give the Company prior notice of obsolescence. The Supplier shall provide, as part of its bid proposal, details of its monitoring processes including arrangements for notification.

8.2 **MATERIAL AVAILABILITY** - The Supplier shall provide, as part of its bid proposal, predictions of the time for which the Materials listed under this Contract will continue to remain available for purchase from the Supplier or its sub-contractors including time beyond the Term of this Contract.

8.3 **EQUIPMENT DISCONTINUATION** - The Supplier shall provide, as part of its bid proposal, details of its proposed action in the event that, during the Term of the Contract, the Supplier or its sub-contractors become unable or unwilling to continue to offer Materials listed under the Contract, for example, due to the discontinuation of production for any Materials or component. Details shall include arrangements for notification.

8.4 **COUNTERFEIT PROTECTION** - The Supplier shall develop and implement processes or procedures, or both, to ensure, to the best of its ability, protection against the procurement of counterfeits by either itself or its sub-contractors. Such processes and procedures shall be auditable by the Company.

9. TRACEABILITY - All safety critical parts must have full traceability and the Supplier will have a fully documented traceability process. Materials classed as safety critical are detailed on the Contract Material Data Sheets.

(APPENDIX 1 - CONTRACT MATERIAL DATA SHEETS)

10. MATERIAL SUPPLY

10.1 **ORDER PROCESS** – The Company will produce Orders as and when demand arises.

An Order will be provided to the Supplier, detailing the Company's requirements in line with the price and lead-times agreed under the Condition of Contract.

The Supplier will then manufacture and deliver the items listed in the Order, adhering to any special instructions which may be stated in the Order, and ensuring that the items requested are manufactured, where applicable, to the correct drawing revisions and standards.

The Supplier, will then deliver the items to the Company on the date, and to the location specified in the Order.

10.2 GOODS INWARDS PROCESS

10.2.1 WORKING HOURS & LOCATIONS – Materials will be delivered to the locations, within in the hours and to any special requirements detailed in the table below. Materials are only to be delivered outside of these parameters with a written instruction from the Contract Manager. The table is not fully comprehensive and the Supplier will deliver if required to anywhere where the TfL group has a facility as part of its network and operations. Where a delivery is requested for a location not detailed in the table below and no delivery time is advised, delivery shall be between 09:00 and 16:00 Monday to

	Special Requirements
	There is an 11 foot height restriction for vehicles into the loading bay, and double red lines outside the bay, so no vehicle over this height will be able to stop and unload.

10.2.2 PROOF OF DELIVERY – The Supplier will ensure that satisfactory records of Proof of Delivery shall be kept. At a minimum these are to include – Time, Date, Location, signature and name of recipient.

10.2.3 PACKAGING – Materials shall be delivered in suitable packaging. The Supplier will comply with any special requirements detailed in the above table. The Supplier will comply with any relevant legislation and the Responsible Procurement Principles.

10.2.4 INSPECTION – All Materials may be subject to a goods inward inspection. The Company will notify the Supplier within five working days of any Materials failing this inspection and the reasons why. The Supplier is required to collect these Materials within five working days of being notified.

10.2.5 ORDER TOLERANCE – The Supplier shall deliver exact quantities. However the following tolerances (per line item) will be booked through stores and paid without any reference: Value - £0 to £500 - 5%; £500 to £1,000 -2%; Over £1000 – 1%. The Company reserves the right to revoke these tolerances at its discretion.

11. STOCK HOLDING

11.1 REQUIREMENT – The following table details the different types of stock holding that may be required, together with the Suppliers and Company’s responsibility.

Stock Process	Stock Level Responsibility	Location of Stock Holding	Ownership
Contingency	Company	Supplier	Supplier
Assignment	Company	Supplier	Company
Consignment	Supplier	Company	Supplier

11.1.1 CONTINGENCY STOCK – The Supplier will maintain minimum stock levels at its Premises or those of its sub-contractors. Stock levels will be as defined on the Contract Material Data Sheet, (Appendix 1).

The risk and title to the Materials shall be dealt with as stated in Clause 7 of the Conditions of Contract.

11.1.2 ASSIGNMENT STOCK – The Supplier will maintain minimum stock levels at its Premises or those of its Suppliers. The Supplier will advise recommended stock levels on the Contract Material Data Sheet, (Appendix 1). The Supplier shall invoice the Company when the Materials enter the Assignment Stock.

11.1.3 CONSIGNMENT STOCK – The Supplier will maintain minimum stock levels at the Company’s Premises.

The risk and title to the Goods at the Supplier’s premises remains with the Supplier until such time as the Goods are used by the Company.

11.1.4 ALTERNATIVE OPTIONS – The Supplier may suggest any other methods of stock holding which may be appropriate to this contract. The Supplier must clearly state the benefits to the Company of operating these stock holding methods and the Company shall be under no obligation to accept such methods.

12. **FORECASTING** - The Company will provide to the Supplier an Annual Forecast Demand for the Goods, as set out in the Lead Time & Stock Level Data Sheet. This figure is for guidance only and does not represent any contractual commitment. The forecast figures will be reviewed together by the Company and Supplier, at the Quarterly Materials Review Meeting, and amended as required.

13. CONTRACT MANAGMENT & SERVICE

13.1 RECORDS & DOCUMENTATION – The Supplier is responsible for retaining copies of all documentation relating to the supply of raw materials, manufacture & testing of materials, and delivery documentation of all materials supplied under the Contract. These records will be kept