

GREATER **LONDON** AUTHORITY

6. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.

[For non-UK resident Guarantors only:

7. For the purposes of this Guarantee we hereby appoint of [to be a London address] to accept service of process on our behalf, and service on the said at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
8. You will be entitled to assign the benefit of this Guarantee in whole or in part but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
9. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Guarantee and shall be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this shall not affect any other provisions of this Guarantee which shall remain in full force and effect.

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by) _____
[Parent Company]) Director
acting by a Director and the)
Secretary or by two Directors) _____
Director/Secretary

OR

The common seal of) _____
[Parent Company]) Director
was affixed in the presence of:)
Director/Secretary

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Appendix B - Form of Legal Opinion for use with Guarantee

To: *[insert name and address of the Authority]*

Date:

Dear Sir/Madam

I am counsel to and I am giving this legal opinion in connection with the making by of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "**Guarantee**") dated made between..... (the "**Guarantor**") and *[insert name of Authority]* (the "**Authority**"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of..... I am pleased to advise that in my opinion:
 - (a) the Guarantor was incorporated in on as a [company with limited liability] and validly exists under the laws of as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
 - (b) the Guarantor has the necessary power and authority, and all necessary corporate and other action (including, without limitation, approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
 - (c) The entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
 - (i) any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
 - (ii) any law or order or constitutional document in respect of the Guarantor to be contravened;

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- (iii) any default under, or give rise to an obligation to create or impose any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;
- (d) the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of and in the courts of
- (e) the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
- (f) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [COUNTRY] required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;
- (g) the obligations of the Guarantor under the Guarantee rank at least equally and rateably (pari passu) in point of priority and security with any and all other unsecured obligations of the Guarantor;
- (h) all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [COUNTRY] or any authority of or in [COUNTRY];
- (i) there are no registration, stamp or other taxes or duties of any kind payable in in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
- (j) The Authority will not violate any law or regulation in nor become liable to tax in by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place of business in in order to enforce any provisions of the Guarantee;

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- (k) the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the Courts;
 - (l) the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
 - (m) any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the courts without re-trial or re-examination of the merits of the case;
 - (n) neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
 - (o) so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.
3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of and accordingly express no legal opinion herein based upon any law other than the laws of

Signed

Appendix 2 – E-Catalogue

See Specification Appendix 2 document

Appendix 3 – EDI

See Specification Appendix 3 document

Appendix 4 – Added Value

SCHEDULE 3 – SPECIFICATION

Volume 2

Specification for the provision of Cleaning and Porterage services to the Greater London Authority

Contract reference GLA80867/2

Specification reference GLAFM404E

Specification for the provision of Cleaning and Portage Services to the Greater London Authority

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Appendix 1 – Key Performance Indicators

Appendix 2 – E-Catalogue

Appendix 3 – EDI

Specification for the provision of Cleaning and Porterage Services to the Greater London Authority

1. Introduction

1.1 Outline of Service

The scope of services is to provide high quality cleaning and porterage services to the Greater London Authority (the Authority).

1.2 Contract Duration

The duration of this contract is 5 years, should it run to its full term, with the option to extend for a further 3 years in 1 year periods.

1.3 Reasonable care

The Authority has taken all reasonable measures to ensure the information referenced in this Schedule is correct. It is however, the Service Provider's responsibility to verify the accuracy of the contents and to report all discrepancies to the Authority's Representative during the Mobilisation Period.

The Contract Price shall only be subject to adjustment if such discrepancies are identified during the Mobilisation Period.

2. Provision of Service

2.1 General

The Authority requires that the Service Provider carries out cleaning and portage services in all areas of its headquarters at City Hall and other core sites operated by the Authority. At present this includes space in a multi-tenanted building at 169 Union Street.

Additional locations may be added over the life of the contract. Should these materialise they shall be deemed to be "Additional Services" (refer to section 4.5). Equally the number of locations, excluding City Hall, may reduce over the life of the contract.

The Service Provider shall not be responsible for the cleaning of the windows or the external façade of City Hall. The Service Provider will, however, clean internal glazing in doors and partitions to remove fingerprints and other marks (refer to section 3).

The Service Provider shall perform the Services taking into account the Authority's operational requirements. The Authority shall notify the Service Provider of any change in operational requirements that affects the Service Provider's ability to perform Services that would normally be carried out.

2.2 Compliance of Service

The Service Provider shall provide the Services compliant with:

- Provisions of this Contract.
- Applicable statutory requirements.
- Approved method statements (provided by the Service Provider).

and in a manner, that:

- Does not cause injury or damage to property.
- Is efficacious, effective and efficient.
- Is in accordance with industry best practice.
- Is agreed in advance by the Authority's Representative

2.3 Service definition

The Service Provider shall carry out all operational cleaning, reactive daytime cleaning, emergency call-out cleaning and periodic deep-cleaning, portage services including room set-ups, general housekeeping, deliveries and occasional post-room duties (all forming part of the Services):

- As specifically described within this Contract.
- As may be necessary by Approved or statutory instructions.
- When instructed by the Authority Representative.

2.4 Authority Representative

The term Authority Representative is defined as the person authorised to act by the Authority on its behalf in respect to activities defined within the scope of this Contract. The term encompasses a number of roles and will include but not be limited to the Authority's Representative or the On-Call Duty Facilities Manager, known as Silver.

2.5 Scheduling of work

The Service Provider shall assess and schedule work to provide the Authority with the most cost effective management and operational procedures that meet the Authority's occupancy requirements. This shall include the requirement to assess and provide advice on comparative maintenance regimes (e.g. intervals, timings, techniques, equipment and cleaning solutions selection) best suited to each surface or assembly to be cleaned. The Service Provider shall provide the Authority with details of the schedules for Approval and shall review each with the Authority (or a third party appointed by the Authority) annually from Commencement Date.

During the Mobilisation Period the Service Provider shall produce a suitable programme of planned cleaning activities for the approval of the Authority Representative. This programme will be the minimum level of planned activities that the Service Provider will carry out to meet the Contract requirements. The Service Provider shall regularly review this programme and report any proposed changes or enhancements at the Contract Review Meeting (as referred to in section 7 of this schedule) but shall not put such proposals into effect without the approval of the Authority Representative.

The Service Provider shall identify those tasks that have to be undertaken outside normal working hours. This will be of particular relevance to preventing disruption to the Authority and its operations including functions and events.

If for any reason the Contract falls behind the programme of planned activities or the sequence of the operations is materially altered, the Service Provider shall prepare a revised programme within the time-scale instructed by the Authority Representative. The revised programme must clearly state how Services and activities will be brought back onto schedule. This shall be at no additional cost to the Authority.

Acceptance by the Authority Representative of a revised programme of planned activities will not relieve the Service Provider of his obligations and liabilities under the Contract.

2.6 Factors affecting the Service

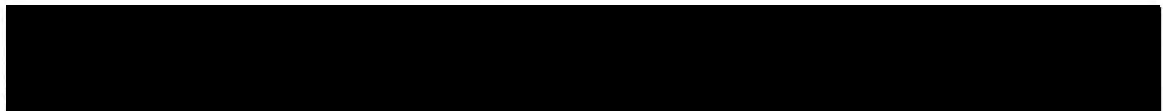
It is the Service Provider's responsibility to inform the Authority's Representative of any matter in connection with the Contract that may affect the Services, Premises, occupants, or operation of the building's assets and/or equipment. This includes any additional services or functions that may be required in connection with the Contract.

The Service Provider shall have regard for all factors that could affect the execution of the Service including (but not limited to):

- Communications with the Authority, its staff, agents and other Suppliers
- Access to the Premises.
- Conditions under which the Services shall be carried out.
- The supply of, and conditions affecting, labour and materials.
- The risk of injury or damage to property on or adjacent to the Premises or to the occupiers of such property.

The Service Provider shall notify to the Authority (at least 48-hours of first awareness) any work that affects or is likely to affect beneficial occupancy. The Service Provider shall notify to the Authority (on first awareness) any works outstanding or not completed to agreed times that affect or are likely to affect beneficial occupancy.

2.7 Service Provider's nominated hours

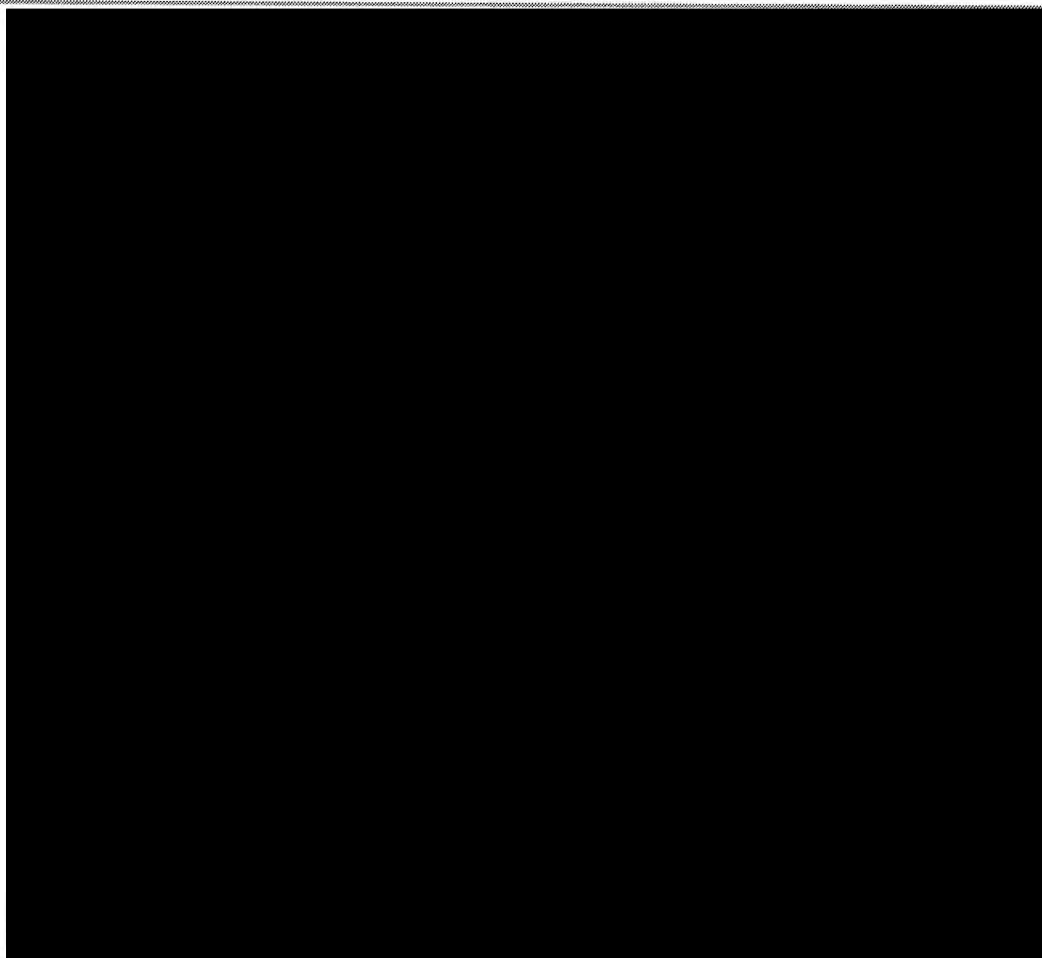


The Service Provider shall provide the Services within the business hours of the Authority, and where necessary, provide the Services outside the nominated business hours.

The supplier will need to determine their own level of staff and the hours of work and shifts required to carry out the service. However, it is expected that there will be a mixture of daytime and evening/night work, with the majority of porter staff working during the busiest periods.

As an indication the current staffing structure and shift patterns are as follows (Monday - Friday):





Work outside the stated shift hours is charged as Additional Services (section 4.5). The policy and rates paid for additional works, and when they apply, must be set out in the Service Provider's proposal.

The current staffing structure and shift patterns should not be taken to mean that these are the shifts that the Service Provider must perpetuate. The Service Provider is responsible for designing shift patterns that deliver the requirements of this specification. Innovation in designing shift patterns that are flexible and can adapt to changing operational demands is encouraged, whilst at the same time ensuring the welfare of staff, e.g. a reasonable work/life balance is achieved.

The management of any transition between current and new shift arrangements must be well managed and communicated effectively to all parties involved or affected by any changes.

2.8 TUPE

The Transfer of Undertakings Regulations -TUPE will apply; see ITT Appendix 1 for TUPE information. Further TUPE information can be obtained from the incumbent contractor.

2.9 Expert knowledge

The Service Provider shall ensure that the Services are undertaken to the required professional quality and to a standard not less than the applicable British Standards (BS), European Standard (CEN), International Standard (ISO) or equivalent. Where specific competence is a legal requirement the Service Provider shall confirm qualification of the individual person employed to undertake the work.

2.10 Supervision

The Service Provider shall manage and supervise all Service Provider's Personnel, Subcontracted Service Providers and suppliers throughout the Contract Period, and shall be responsible for performance of the Services. If the Service Provider shall require additional Service Provider's Personnel to manage and supervise Subcontracts such Service Provider's Personnel shall not be charged to the Authority.

2.11 Supply of Staff & tools

The Service Provider shall supply a sufficient number of competent Service Provider's Personnel to fulfil the requirements of the Contract. If the Service Provider fails to provide sufficient Service Provider's Personnel to fulfil the requirements of the Contract, the Authority may obtain the Services (or any part thereof) from an alternative supply and charge the Service Provider for all costs incurred. The Service Provider shall supply tools required by Service Provider's Personnel for the proper execution of the Service.

2.12 Time is of the essence

The Service Provider shall undertake all work on the basis that time is of the essence and any delays must be notified to the Authority before expiry of the due time for completion of the task. Notification shall include full explanation of how the Service Provider shall ameliorate delay or ameliorate the effect of delay. In the case of any planned health and safety work that affects the safe use of the building or the safety of any occupant, then delay in completion of the task shall require the building (or affected area) to be vacated until the work is complete. In such occurrences the Service Provider shall be liable for any loss of beneficial occupancy by the Authority.

Economy of Services and Monitoring

The Service Provider shall organise their work so as to minimise the cost of any facilities, services and equipment provided free of charge by the Authority. The Service Provider shall also ensure the economical usage of any storage space which may be provided free of charge by the Authority.

The Authority reserves the right to undertake from time to time financial and technical audits and the Service Provider shall provide the Authority with assistance to achieve this.

2.13 Availability of Services

The Service Provider shall be required from time-to-time to reschedule operating routines of essential Services in order to meet the Authority's requirements as instructed by the Authority Representative.

2.14 Authority's operations

The Service Provider shall perform the Services taking into account the Authority's operational requirements. The Authority shall notify the Service Provider of any change in operational requirements that affects the Service Provider's ability to perform Services normally carried out within nominal hours. Where the Authority provides a minimum of seven days' notice of a change in operational requirements, the Service Provider shall perform the Services within the Contract Price. Where notification is less than 6-days or is absent, the Service Provider shall advise the Authority of any additional costs likely to be incurred and obtain approval before proceeding.

2.15 Business interruption & abortive work

All service delivery shall be planned not to prevent, interfere with, or interrupt the Authority's business, nor cause abortive work, due to notified Authority business operations.

2.16 Out of hours working

The Service Provider shall perform, within the Contract Price, parts of the Services outside of the Authority's normal working hours. These Services are where work would cause a breach of health and safety regulations or excessive disruption to the business of the Authority.

The Service Provider shall not be prevented from working outside the Authority's normal hours if the Service Provider wishes to perform a part of the Services at such times, provided prior Approval is obtained.

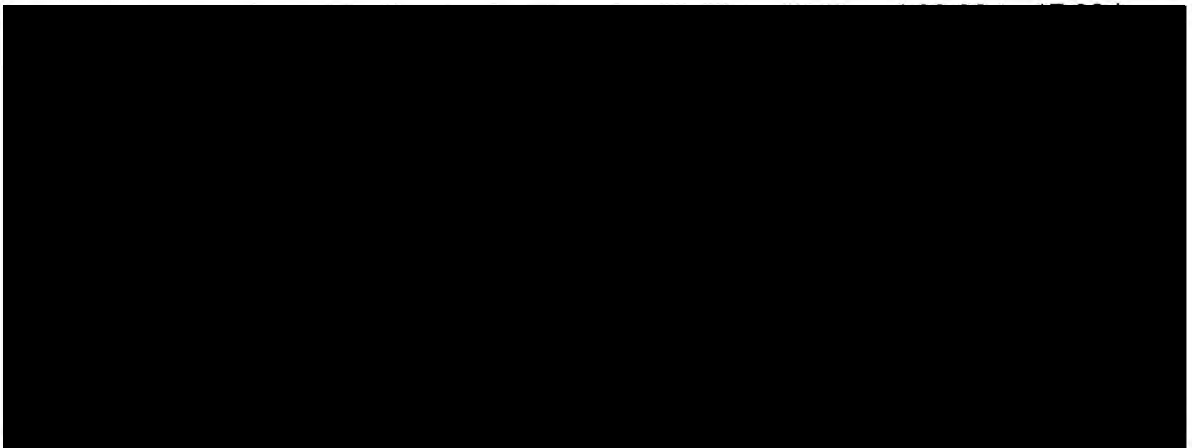
The Service Provider shall provide any necessary supervisory support to out-of-hours working including, but not limited to, additional security.

2.17 Locations

An overview of the locations and the nature of the operations at each site are described below.

2.18 City Hall

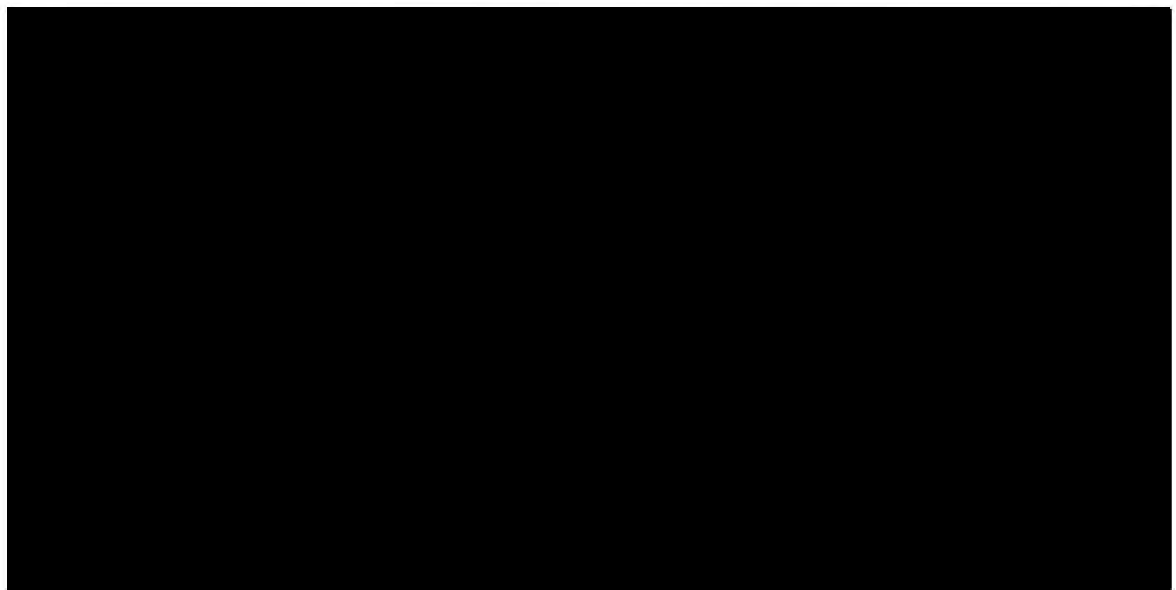




Details of consumables and cleaning items can be found in the pricing schedule. Please note that this list is not exhaustive and is subject to change.


 All food waste at City Hall is stored in a dedicated storage area which is part of the main kitchen on the lower ground floor.

2.19



2.20 **One Team Approach**

The Service Provider shall cooperate with and participate in the GLA's 'One Team Approach' working with other FM Service Providers to ensure an integrated and seamless FM service provision.

2.21 **Smoking/Non-Smoking**

Smoking is not allowed anywhere on the Premises or in its immediate surroundings. The Service Providers staff may not smoke whilst on duty or in uniform under any circumstances.

Output Criteria

3.1 Office Cleaning

The Service Provider shall ensure that all areas remain clean and tidy at all times.

3.2 Public & private circulation and meeting areas

The Service Provider shall throughout all public circulation and meeting areas, undertake the following tasks daily (except where indicated):

- Pick-up and/or remove all litter including emptying bins (placing litter in approved receptacles for disposal off site), replace bin liners.
- Vacuum carpeted floors to manufacturers' recommendations, particularly cleaning edge between carpet and skirtings.
- Scrub and polish hard flooring materials to manufacturers' recommendations, particularly cleaning edge between floor and wall/upstand/skirting
- Clean all access and egress points, including the revolving doorways.
- Clean floor in London's Kitchen seating area out of hours
- Remove catering materials and consumables left in or around meeting rooms and return to agreed point within the kitchen wash-up area.
- Clean and polish all furniture to manufacturers' recommendations to remove marks or scuffs
- Clean, sanitise and polish fingerplates, door handles, and any glazing, in doors, lift doors and partitions to remove marks or scuffs
- Clean lift runners to ensure unimpeded movement of lift doors
- Dust and polish all ledges, skirtings, sills, pictures, fixtures and fittings between floor level and 2 metres above on daily interval, and above 2 metres on a weekly interval
- Remove marks and stains on vertical or horizontal surfaces due to spillage or other causes
- Remove chewing gum deposits
- Ceiling tiles to the lower ground floor corridors to be cleaned on a fortnightly basis to remove any dust build-up.
- Unless Notified otherwise by Authority's Representative, return seating / furniture layouts to standby configuration
- General housekeeping to maintain a high standard of presentation
- Any other reasonable request in keeping with the Service Providers obligations

3.3 Office Areas

The Service Provider shall throughout all office areas, undertake the following tasks daily (except where indicated): Office areas will include the post room, first aid room and changing rooms.

- Pick-up and/or remove all litter including emptying bins (placing litter in approved receptacles for disposal off site), replace bin liners.
- Vacuum carpeted floors to manufacturers' recommendations, particularly cleaning edge between carpet and skirtings

- Scrub and polish hard flooring materials to manufacturers' recommendations, particularly cleaning edge between floor and wall/upstand/skirting
- Clean and polish all furniture to manufacturers' recommendations to remove marks or scuffs. Clean desk work surfaces only where a 'clear-desk' policy is operated
- Clean, sanitise and polish fingerplates, door handles, and any glazing, in doors and partitions to remove marks or scuffs
- Dust and polish all ledges, skirtings, sills, pictures, fixtures and fittings between floor level and 2 metres above on daily interval, and above 2 metres on a weekly interval
- Remove marks and stains on vertical or horizontal surfaces due to spillage or other causes
- Dry dust the screen and top surfaces of all computer equipment, without use of solvent materials
- Fire exit stairs to be cleaned weekly through whole route
- General housekeeping to maintain a high standard of presentation
- Any other reasonable request in keeping with the Service Providers obligations

3.4 London's Living Room

The Service Provider shall throughout the London's Living Room, prior to and following its use, undertake the following tasks:

- Pick-up and/or remove all litter including emptying bins (placing litter in Approved receptacles for disposal off site), replace bin liners.
- Scrub and polish hard flooring materials to manufacturers' recommendations, particularly cleaning edge between floor and wall/upstand/skirting
- Clean, sanitise and polish fingerplates, door handles, sound bars and any glazing, in doors, lift doors and partitions to remove marks or scuffs
- Dust and polish all ledges, skirtings, sills, pictures, fixtures and fittings
- Remove marks and stains on vertical or horizontal surfaces due to spillage or other causes
- Sweep terrace area, pick-up and remove all litter
- Clean and buff all fixtures and fittings to entrance doors
- General housekeeping to maintain a high standard of presentation
- Any other reasonable request in keeping with the Service Providers obligations

3.5 Toilets, changing places facility and shower rooms

The Service Provider shall throughout all toilets undertake the following tasks a minimum of six times per day (except where indicated):

- Pick-up and/or remove all litter including emptying bins (placing litter in approved receptacles for disposal off site), replace bin liners.
- Collect used towels for laundering.
- Clean and disinfect internal and external surfaces of all sanitary ware, including fixtures and fittings to ensure uniform appearance with no odour and taking care not to use any chemicals that would damage the finishes.
- Wash clean, disinfect and dry polish hand basins, vanity units, mirrors and glass modesty panels to ensure uniform and streak free appearance with a bright even sheen.