



Contract Reference Number: GLA 80576

Date:

Contract for Services
between
Greater London Authority
and
GBM Services Limited

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each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group);

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;

“Charges”

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

“Contract”

this contract, including the Schedules and all other documents referred to in this contract;

“Contract Information”

(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice

	amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“ Affected Party ”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“GLA Group”	means the Greater London Authority, Transport for London, the Mayor’s Office for Policing and Crime, the London Fire and Emergency Planning Authority, Transport for London and any subsidiaries thereof;
“GLA Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the GLA Group (including for the avoidance of doubt the Authority);
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the

Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property

	rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Key Personnel”	the Service Provider’s key personnel named in Schedule 1;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s	all such persons, including (without

Personnel	limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 3;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority 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 any tax replacing the same or of a similar nature.
1.2	a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
1.3	a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all

statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

3. The Services

3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

- 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
- 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:
 - 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider

the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or
- 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

- 5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.
- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
- 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon

resolution, the Service Provider shall submit a revised invoice to the Authority.

- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
- 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the interest rate of two percent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 1159 of the Companies Act 2006) to enter into and to perform the Contract; and

- 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
 - 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
 - 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
 - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.
- 7. Operational Management**
- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.
- 7.2 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.
- 8. Service Provider's Personnel**
- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and

the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which both the Authority or other member of the Authority Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit.

9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

9.2.4 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and

9.2.5 where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where :

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. Conflict of Interest

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest

in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority 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 Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either of both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;

11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;

11.1.5 not damage the Authority Premises or any assets on Authority Premises; and

11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider Personnel in the performance of the Services.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

12.1 The Service Provider, at no additional cost to the Authority:

12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where the GLA is the Authority, GLA's workplace harassment policy as updated from time to time (copies of which are available on request from the GLA) and with the GLA's Code of Conduct (which is available on the GLA's website, www.london.gov.uk) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request.

12.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a

“Relevant Protected Characteristic”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;

12.1.5 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 of that Act to have due regard to the need to:

12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination; and

12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

12.1.6 Where the GLA is the Authority the Service Provider shall:

12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority’s duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider’s activities;

12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.6 as if the sub-contractor were in the position of the Service Provider;

12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority’s investigation

of the Service Provider's compliance with its duties under this Clause 12.1.6; and

- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where the GLA is the Authority comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of the GLA's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "Traffic Manager" means the GLA's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

- 12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:
 - 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
 - 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
 - 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.11 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Bronze Accreditation” the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Car-derived Vans” 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;

“Collision Report” a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Delivery and Servicing Vehicle” a Lorry, a Van or a Car-derived Van;

“Driver” any employee of the Service Provider (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;

“DVLA” Driver and Vehicle Licensing Agency;

“FORS” the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Standard” 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” the highest level of accreditation within the

FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

- “Lorry”** a vehicle with an MAM exceeding 3,500 kilograms;
- “MAM”** the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
- “Side Guards”** guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
- “Silver Accreditation”** the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:
- www.fors-online.org.uk
- “Van”** a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

- 12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:
- 12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the GLA, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
- 12.4.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

- 12.5 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:
- 12.5.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the GLA that the Lorry will not perform the function for which it was built if Side Guards are fitted;
 - 12.5.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
 - 12.5.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
 - 12.5.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

- 12.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:
- 12.6.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
 - 12.6.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been Approved in writing by the GLA within the last 12 months:
 - 12.6.2.1 0 – 3 points on the driving licence – annual checks;
 - 12.6.2.2 4 – 8 points on the driving licence – six monthly checks;
 - 12.6.2.3 9 – 11 points on the driving licence – quarterly checks;
or
 - 12.6.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 12.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

Collision Reporting

- 12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:
- 12.8.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
 - 12.8.2 within 15 days of the Commencement Date, provide to the GLA a Collision Report. The Service Provider shall provide to the GLA an updated Collision Report within five working days of a written request from the GLA..

Self Certification of Compliance

- 12.9 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Service Provider shall make a written report to the GLA detailing its compliance with Clauses 12.5, 12.6 and 12.7 of this Contract (the “**WRRR Self-certification Report**”). The Service Provider shall provide updates of the WRRR Self-certification Report to the GLA on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Service Provider Regarding Subcontractors

- 12.10 The Service Provider shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:
- 12.10.1 comply with Clause 12.412.3; and
 - 12.10.2 where its subcontractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:
 - 12.10.2.1 For Lorries – Clauses 12.5, 12.6, 12.7 and 12.8; and
 - 12.10.2.2 For Vans – Clauses 12.6, 12.7 and 12.8,
- as if those sub-contractors were a party to this Contract.

Failure to Comply with Work Related Road Risk Obligations

12.11 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10Error! Reference source not found.:

12.11.1 the Service Provider has committed a material breach of this Contract; and

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

13. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

14. Equipment

14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

14.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

14.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

15. Quality and Best Value

15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority 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) and, as such, the

Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

- 15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

- 16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

- 16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

18. **Indemnity**

- 18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses

which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

19. **Insurance**

- 19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("the Insurances") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

19.1.1 public liability to cover injury and loss to third parties;

19.1.2 insurance to cover the loss or damage to any item related to the Services;

19.1.3 product liability; and

19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 19.2 The insurance cover will be maintained with a reputable insurer.

- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.

- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

20. The Authority's Data

- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

21. Intellectual Property Rights

- 21.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. Protection of Personal Data

- 22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from the Authority.

23. Confidentiality, Announcements and Transparency

- 23.1 Subject to Clause 23.6 and Clause 24, the Service Provider will keep confidential:
- 23.1.1 the terms of this contract; and

- 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:
- 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
- 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 23.7 The Authority 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 Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 24.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 23.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

23.8 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. Freedom of Information

24.1 For the purposes of this Clause 24:

24.1.1 **“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 Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

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

24.2 The Service Provider acknowledges that the Authority:

24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

24.4 The Authority 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 Service Provider shall not itself

respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

25. Dispute Resolution

- 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract (“Dispute”) before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (“Senior Personnel”) of each of the Parties for resolution.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. **Either Party may give notice to the other Party (“Notice”) to commence such process and the notice shall identify one or more proposed mediators.**
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“CEDR”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. Breach and Termination of Contract

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 26.1.1 except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 26.1.2 the Service Provider is subject to an Insolvency Event;
 - 26.1.3 in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.
- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may

terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("Change Date") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. Consequences of Termination or Expiry

- 27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 27.3 Upon expiry or termination of the Contract (howsoever caused):
- 27.3.1 the Service Provider shall, at no further cost to the Authority:

- 27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and

inconvenience to the Authority and to effect such handover; and

27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 26.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

28. Declaration of Ineffectiveness

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.

28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority 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 Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 28.

29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. **Rights of Third Parties**

30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. **Contract Variation**

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. **Novation**

32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

40. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or

in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

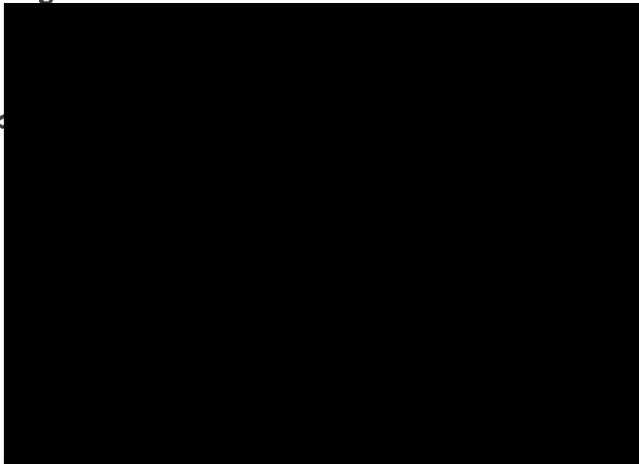
Signed by
for and on behalf of
The Authority
Signature



Print name and

Date:

Signed by
for and on behalf of
the **Service Provider**
Signature



SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** GLA 80576
2. **Name of Service Provider:** GBM Services Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 1st September 2015
 - (b) **Service Commencement Date:** 1st September 2015
4. **Duration/Expiry Date:** Three (3) years with an option to extend by a further two (2), one (1) year periods.
5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

Invoice period is per Calendar Month.

Clause 5.2

Not Used.

Clause 5.4

Payment period is 30 days from receipt of invoice.
6. **Address where invoices shall be sent:** Greater London Authority
Accounts Payable
PO Box 45276
14 Pier Walk
London
SE10 0ES
7. **Time for payment where not 30 days (see Clause 5.4):** N/a

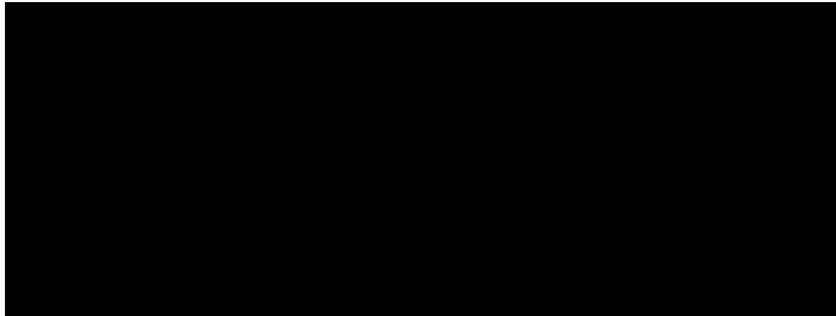
8. Details of the Authority's Contract Manager

Name:
Address:
Tel:
Email:

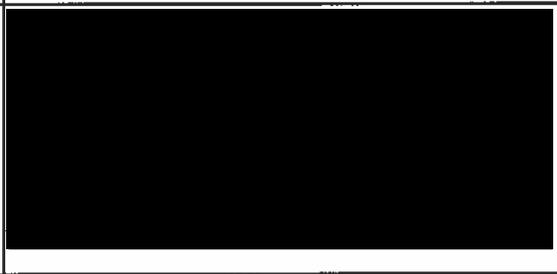


Details of the Authority's Procurement Manager

Name:
Address:
Tel:
Fax:
Email:



9. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
Stephen Heneghan		Head of Commercial

10. Notice period in accordance with Clause 26.4 (termination without cause): 90 Days.

11. Address for service of notices and other documents in accordance with Clause 35:

For the Authority:

Windsor House
42-50 Victoria Street,
London, SW1H 0TL.
Facsimile number: [REDACTED]
For attention of: [REDACTED]

For the Service Provider:



12. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: None

13. Training to be provided by the Service Provider in accordance with Clause 8.8: None

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A1 Further Intellectual Property Requirements

- A1.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to the Contract shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.
- A1.2 If, and to the extent that, the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Contract, then, notwithstanding Clause 21.1, title to the copyright in such work shall not vest in the Authority.
- A1.3 The Service Provider grants or undertakes to procure the grant to the Authority free of charge of a perpetual, irrevocable, transferable, world-wide and royalty-free licence to reproduce and to use any work of the type referred to in Clause A1.2 and every part of it in any manner.
- A1.4 As between the Authority and the Service Provider, Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.
- A1.5 The Authority grants to the Service Provider a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of the Service Provider's Personnel to provide the Services. Any such licence is granted for the Term solely to enable the Service Provider to comply with its obligations under the Contract.

A2 Infringement of Intellectual Property Rights

- A2.1 The Service Provider shall:
- A2.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action

brought for infringement or alleged infringement of any Intellectual Property Right; and

A2.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

A2.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause A2.1.1 and the Service Provider shall:

A2.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;

A2.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and

A2.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.

A2.3 If a claim or demand is made or action brought to which Clause A2.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause 21.1) so as to avoid the infringement or the alleged infringement, provided that the terms of the Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

A3 Further Confidentiality Requirements

A3.1 The Service Provider shall:

A3.1.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody

or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

A3.1.2 not, except where provided in Clause 23 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

A3.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clauses 23 or A3 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 23 and A3 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 23 and A3.

A4 Option to Extend Duration

A4.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of **two** years by notice in writing to the Service Provider provided that such notice is served at least **one month** prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below, as further detailed in the Specification:

A4.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than **one month's** written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.

A4.3 The Service Provider acknowledges and agrees that:

A4.3.1 the Authority shall be under no obligation to exercise an option under this Clause;

A4.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and

A4.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.

A4.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to "Services" in this Contract shall include the Additional Services.

A5 Crime and Disorder Act 1998

A5.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

A5.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;

A5.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

A5.1.3 without prejudice to any other obligation imposed the Authority, to 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, crime and disorder in its area,

and in the performance of the Contract, the Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

A6 Step-in

A6.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A6.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A6.1.2 to discharge a statutory duty,

then the following provisions shall apply.

A6.2 The Authority shall provide notice to the Service Provider in writing of the following:

A6.2.1 the action it wishes to take;

- A6.2.2 the reason for such action;
 - A6.2.3 the date it wishes to commence such action;
 - A6.2.4 the time period which it believes will be necessary for such action; and
 - A6.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.
- A6.3 Following service of the notice required in Clause 16.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the “**Required Action**”) and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).
- A6.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A6.3).

A7 Cost Summary

Clause 5.2, 5.3 and 5.4 shall be deleted and replaced with the following:

- A7.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 5.1) (the “**Payment Period**”), the Service Provider shall submit to the Contract Manager a cost summary in respect of the Charges for that Payment Period (“**Cost Summary**”).
- A7.2 Each Cost Summary shall:
- A7.2.1 contain all information required by the Authority including the Contract Reference Number, SAP order number, the Authority Account Details, the Service Provider's name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates;
 - A7.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;

- A7.2.3 identify any additional charges by virtue of a variation pursuant to Clause 31; and
- A7.2.4 show VAT separately.
- A7.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:
 - A7.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 1 and (subject to the provisions of any related guarantee or Clause 17) payment of the approved amount shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - A7.3.2 not been calculated correctly and/or if the Cost Summary contains any other error or inadequacy, the Authority shall notify the Service Provider within 10 Business Days of receipt of such Cost Summary and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised Cost Summary to the Authority. Any loss and/or additional expenses incurred by the Service Provider in correcting and/or re-submitting any Cost Summary shall be at the Service Provider's expense.

A8 Consultancy - Disclaimer Clause

- A8.1 For the purpose of Clause A8.2, "Report" means any report, paper or document prepared by the Service Provider for the Authority as part of or in the course of providing the Services or as otherwise requested by the Authority in connection with the Services.
- A8.2 The Service Provider agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Service Provider expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

A9 Waste Electrical and Electronic Equipment Regulations 2006

A91.1 For the purposes of this Clause A9, unless the context indicates otherwise, the following expressions shall have the following meanings:

“WEE Equipment” means any Equipment which falls within the scope of the WEEE Regulations; and

“WEEE Regulations” means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007).

A9.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

(a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and

(b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

A9.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause A9.

A10 Offers of Employment (Non-solicitation)

A.10 For the duration of the Contract and for a period of **6 months** after expiry or termination of the Contract, the Service Provider shall not employ or offer employment to any Authority Group employees who have been associated with the provision of the Services by the Service Provider without the Authority’s prior written consent. Any breach of this Clause shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first **6 months** of new employment.

A11 Transfer of Employees to Service Provider

A11.1 Clause 8.1 shall be deleted and replaced with the following.

A11.2 For the purposes of this Clause A11 and Clause A12, unless the context indicates otherwise, the following expressions shall have the following meanings:

A11.2.1 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A11.2.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A11.2.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A11.2.4 **“Final Staff List”** has the meaning set out in **Clause A12.4**;

A11.2.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A11.2.6 **“Relevant Period”** means the period starting on the earlier of:

the date falling 6 calendar months before the date of expiry of the Contract; or

if the Contract is terminated by either Party in accordance with Clause 26.3 or by the Authority in accordance with Clause 26.1, 26.2, 26.4 or 26.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

- A11.2.7 **"Replacement Service Provider"** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A11.2.8 **"Re-Transferring Personnel"** means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A11.2.9 **"Staff List"** has the meaning set out in **Clause A12.1**;
- A11.2.10 **"Staffing Information"** has the meaning set out in **Clause A12.1**;
- A11.2.11 **"Sub-Contractor"** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them);
- A11.2.12 **"Transfer of Services"**; means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A11.2.13 **"Transferring Staff"** means such employees of the Current Service Provider(s) (and any Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A11; and
- A11.2.14 **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- A11.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **Clause A11.4**).

- A11.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date
- A11.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:
- A11.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to Contract Commencement Date; and
- A11.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date,
- and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider.
- A11.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.
- A11.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:
- A11.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;
- A11.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE;
- A11.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;
- A11.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any

Transferring Staff on or after the Contract Commencement Date;

- A11.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A11.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A11.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A11.10 **Clause 30.1** shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this **Clause A11** shall be enforceable by them.

Appendix 1 to Clause A11

List of Transferring Staff

[INSERT]

A12 Transfer of Employees on Expiry or Termination

A12.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than **[twice]** in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A12.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A12.1.3 such of the information specified in Appendix 1 to this **Clause A12** as is requested by the Authority in respect of each individual included on the Staff List;

A12.1.3 in the situation where notice to terminate this Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A12.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.

A12.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A12.4 Subject to **Clause A12.5**, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A12.5 If the Contract is terminated by either Party in accordance with **Clause 26.1** or by the Authority in accordance with **Clause 26.1, 26.2 or 26.5** then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

A12.6 The Service Provider warrants that as at the Further Transfer Date:

- A12.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A12.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A12.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A12.7 During the Relevant Period the Service Provider will not and will procure that its Sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A12.7.3 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A12.7.4 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
 - A12.7.5 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A12.7.6 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
 - A12.7.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A12.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A12.7** regardless of when such notice takes effect.
- A12.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this **Clause A12** in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party

engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A12.10 If TUPE applies on the expiry or termination of the Contract or the appointment of a Replacement Service Provider, the following will apply:

A12.10.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A12.10.2 During the Relevant Period the Service Provider will:

A12.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A12.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A12.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A12.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such

Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A12.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A12.10.3.1 is under notice of termination;

A12.10.3.2 is on long-term sick leave;

A12.10.3.3 is on maternity, parental or adoption leave;

A12.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A12.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A12.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A12.10.3.7 has received a written warning (other than a warning that has lapsed);

A12.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A12.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A12.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A12.10.4.1 continue to perform and observe all of its obligations under or in connection with the

contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A12.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A12.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date an apportioned sum in respect of Employment Costs as set out in **Clause A12.10.5**; and

A12.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A12.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A12.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to and including the Further Transfer Date;

A12.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period after the Further Transfer Date

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid) except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.

A12.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority and/or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

- A12.10.6.1 any failure by the Service Provider to comply with its obligations under this **Clause A12.10**;
- A12.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
- A12.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);
- A12.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;
- A12.1.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.
- A12.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.
- A12.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given

reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A12.2.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A12.2.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A12.13 **Clause 30.1** shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A12 shall be enforceable by them.

Appendix 1 to Clause A12

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional info on:
 - who were originally employees of the Authority,
 - who were members of (or eligible to become members of) the GLA Pension Fund / The Local Government Pension

Scheme for England and Wales/The Principal Civil Service Pension Scheme,

- whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of any Contracting Out Certificate
 - Details of the relevant employee representative body or bodies and relevant collective agreements
 - Date of Annual Pay Award
 - Annual Leave Entitlement
 - Contractual Notice Period
 - Public Holiday /Concessionary Days Entitlement
 - Sickness Entitlement (in 12 month rolling period)
 - Salary/wage increases pending
 - Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
 - Details of any other benefits provided, whether contractual or non-contractual
 - Copy of employment contract or applicable standard terms and employee handbook
 - Any loans or educational grants
 - For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
 - Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
 - Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
 - Department and place on organisation chart
 - Average absence due to sickness
 - Training and competency records

SCHEDULE 3(a) – SPECIFICATION

1. Extent of Service

1.1 Service Definition

1.2 The scope of services is to provide a fully comprehensive pest control service as detailed within this Schedule of the Contract. Works will entail comprehensive prevention, monitoring and extermination services against defined pests as set out in this schedule, principally at City Hall, Trafalgar Square and Parliament Square Gardens and other Authority locations as and when required (the Premises).

1.3 Service Elements

The scope of services is split into the following areas:

- Provision of Service (clause 2)
- Defined Pests (clause 3)
- General Administration (clause 4)
- Contract Management (clause 5)
- Health & Safety Management (clause 6)
- Quality Assurance and Key Performance Indicators (clause 7)
- Environmental Management (clause 8)
- Workmanship, materials and stock (clause 9)
- Help Desk (clause 10)
- Security (clause 11)

1.4 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 Representative during the mobilisation period. The Contract Prices detailed in the pricing schedule shall only be subject to adjustment if such discrepancies are identified during the Mobilisation Period.

2. Provision of Service

2.1 General

2.2 The Authority requires that all the Premises shall be free from infestations and will be available at all times.

2.3 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 normally carried out within nominal hours.

2.4 Authority Representative

2.5 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 Contract Manager, Help Desk Operative or On Call Duty Facilities Manager.

2.6 Locations

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

2.8 City Hall

2.9 City Hall is the headquarters of the Greater London Authority, Mayor of London and the London Assembly. The organisation has a very high public profile and is based in one of London's modern iconic buildings. The building has 11 floors. Parts of the building are currently open to the public Monday to Thursday 08:30 to 18:00 and 08:30 to 17:30 hrs on Friday, excluding bank holidays and on selected weekends during the year.

2.10 As well as being an office, City Hall hosts daily events and meetings, some of which are open to the public, such as Mayor's Question Time (MQT), Plenary's and Assembly Meetings. There are two large event venues within the building; the Chamber on the 2nd floor and London's Living Room on the 9th floor, both of which can host up to 250 guests, as well as a number of Committee Rooms.

2.11 City Hall also houses a café on the lower ground floor, with a large production kitchen, a pantry on the fifth floor and a smaller finishing kitchen on the 9th floor.

2.12 As well as operating as the goods in and out, the loading bay on the lower ground floor houses the waste compactors and refuse bins. All food waste at City Hall is stored in the 'compactor room' which is part of the main kitchens on the lower ground floor.

2.13 Trafalgar Square and Parliament Square Gardens

2.14 Trafalgar Square and Parliament Square Gardens are high profile, public open spaces within the borough of Westminster in central London. Both Squares are sites of significant, national, historic importance and their monuments and statues have individual graded heritage classifications. Nelson's Column and the Lions being grade 1 listed.

2.15 Both sites act as symbolic focal points for important national and local events. Rallies and demonstrations are frequently held at weekends on a range of political, religious and general issues. The Mayor supports this democratic tradition, and through an authorisation process that gives access to the Square for such use.

2.16 Trafalgar Square, in particular, is the venue for many large, high profile, public and private events, such as; New Year's Eve, Pride, Saint Patrick's Day, Faith Events and Concerts. It can host up to 15,000 participants rising to 19,000 if the North Terrace is used. Many of the events finish late in the evening. Trafalgar Square also contains a licensed café and many of the events taking place on the Square are themselves licensed.

2.17 Parliament Square Gardens is part of the Westminster Abbey and Parliament Square conservation area and abuts both the Whitehall Conservation Area, a UNESCO designated World Heritage Site, embracing in particular the Palace of Westminster and Westminster Abbey. It is classified as grade 2 on English Heritage's register of parks and gardens of special historic interest.

2.18 The use of both Squares is governed by the Trafalgar Square Byelaws 2012 and Parliament Square Garden Byelaws 2012, in addition the activities which can take place on Parliament Square is also controlled by parts of the Police Reform and Social Responsibility Act 2011.

2.19 Byelaw 4 of the Trafalgar Square Byelaws states:

4. Feeding of birds

(1) No person other than a person acting at the direction of the Mayor shall within the Square –

- (a) feed any bird (which shall include dropping or casting feeding stuff for birds); or
- (b) distribute any feeding stuff for birds.

(2) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 4(1) by doing anything reasonably necessary for the performance of that duty.

2.20 **Responsibility for Service**

2.21 The Service Provider shall be responsible for pest control operations, including but not limited to:

- Regular surveys
- Production of preventive regime programme
- Baiting to prevent and eliminate infestation.
- Recording of baits and other preventative devices fully on drawings and schedules.
- Levels of baits used and infestation findings.
- Removal of remains.
- Maintaining rodent prevention measures such as brushes and fire stopping.

2.22 Scheduling of work

2.23 The Service Provider shall agree with the Authorities representative a programme of regular maintenance visits to the Premises to undertake infestation checks. This should be at least twelve times per year, per location and more frequently when the Service Provider or Authority identifies infestation. 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 the Commencement Date.

2.24 The Service Provider shall put forward a proposal for maintaining a satisfactory deterrent to feral pigeons in Trafalgar Square, and when necessary, Parliament Square Gardens. 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 the Commencement Date.

2.25 The Service Provider shall visit the Premises whenever necessary to place, renew or remove baits and to remove rodent infestations. On completion of each visit the Service Provider shall notify the Authority of the infestation status and any building conditions that could adversely affect control of pests.

2.26 The frequency of visits may increase and the manner in which the Service Provider provided the Services may change where the Service Provider deems it necessary in order to maintain the Premises pest free. Any such changes shall be at no extra cost to the Authority.

2.27 The Service Provider shall regularly review the preventative maintenance programme and report at the Contract Review Meeting any proposed changes or enhancements but shall not put such proposals into effect without the approval of the Authority Representative.

2.28 The Service Provider shall ensure that there is minimum disruption to staff and visitors at the Premises whilst any pest control works are being carried out.

2.29 Time is of the essence

2.30 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 Premises or the safety of any occupant, then delay in completion of the task shall require the Premises (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.

3. Defined Pests

3.1 The Service Provider shall deal with the following:

Brown Rat	Black Rat
House mice	Cockroach
Crickets	Bacon beetle
Larder beetle	Silver fish
Firebrats	Ants
Wasps	Spiders
Squirrels	Bats
Pigeons	Foxes
Flies (all types)	Mites and fleas

Plus any other pests as identified throughout the duration of the contract

If the Service Provider or Authority identifies an infestation by bees, these shall be carefully removed by a qualified beekeeper and not destroyed.

3.2 Wherever possible the Service Provider shall use bio-safe and humane procedures and practices, and in all cases follow the Authority's Environmental Policy.

3.3 The Service Provider shall not use guns as a pigeon control method or for any other reason during this contract.

4. General Administration

4.1 General

4.2 It is the Service Provider's responsibility to inform the Contract Manager of any additional services or functions that may be required in connection with the Contract and/or the overall objective to provide pest control services at the Premises

4.3 It is the Service Provider's responsibility to inform the contract manager 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.

4.4 The Service Provider shall ensure that a secure, clean and safe environment that conforms with statutory and Authority's standards is maintained at all times in all areas of the Premises being used by the Service Provider in connection with the Services.

4.5 Service Provider's nominated hours

4.6 The Service Provider shall provide Services within the business hours nominated for Service Provider's Personnel (0600 to 2000 hours) and shall, where the Contract so requires, provide the Services outside the nominated business hours.

4.7 Contract Management Team

4.8 The Service Provider shall establish and maintain a contract management team and provide a competent Services Manager (both technically and managerially) to be responsible for the satisfactory execution of the Services. This person is to be conversant with all requirements of the Contract, and must ensure that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Authority Representative. The day-to-day management of the Services will be controlled through the Service Provider's Representative who shall act as the liaison point between the Authority Representative and the Service Provider.

4.9 The Service Provider must submit relevant professional profiles and curriculum vitae of all proposed Service Provider's Personnel prior to their employment on the Premises for the Authority Representative's approval which will not be unreasonably withheld. The Authority reserves the right to interview any prospective Service Provider's Personnel prior to their acceptance by the Authority Representative.

4.10 Organisation structure

4.11 The Service Provider shall maintain an organisation chart indicating the Service Provider's Personnel allocated to the Services, which shall be kept updated by the Service Provider throughout the Contract Period and available for review by the Authority. The Service Provider shall maintain a staff register to record details of the Service Provider's Personnel, passes issued to them, training and any items of the Authority's equipment or assets issued to the Service Provider's Personnel.

- 4.12 The contract management team shall be operational between 0800 hours and 1800 hours, Monday to Friday, except on recognised public holidays in England. The Services Manager or his designated deputy is to be contactable 24 hours a day, 7 days a week via an emergency call out number.
- 4.13 Staffing levels and calibre of individuals is the responsibility of the Service Provider. The Service Provider has a duty to match workforce and Service Provider's staffing levels with the contract requirements with any increasing of Service Provider's Personnel levels or calibre at no additional cost to the Authority.
- 4.14 The Service Provider shall ensure that the Authority Representative is informed of all defaults in Services within 2-hours of awareness by the Service Provider.

5. Contract Management

5.1 General

- 5.2 The Service Provider will monitor all Services set out in the Contract and report all activities through the Contract Review Report (as referred to in clause 5.9).

5.3 Supply of Staff & tools

- 5.4 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 Personnel to fulfil the requirements of the Contract the Authority may obtain Services from an alternative supplier and charge the Service Provider for all costs incurred. The Service Provider shall supply tools, Personal Protective Equipment and consumables required by Service Provider's Personnel for the proper execution of the Services.

- 5.5 Whilst on the Premises or acting on behalf of the Authority, the Service Provider will be required to be sensitive when dealing with any enquiries or questions from members of the public, or on occasions of any press or media attention.

- 5.6 The Service Provider shall obtain permission in advance from the Authority for any media coverage of preventative measures being carried out at the Authorities Premises, including and not limited to any pigeon control measures.

- 5.7 The Service Provider shall ensure that their staff are presentable at all times and where practicable and possible be uniformed and that a form of identification is always carried and displayed.

5.8 The Service Provider shall ensure that there is minimum disruption to staff and visitors at the Premise whilst any pest control works are being carried out.

5.9 Contract Review Report

5.10 The Service Provider shall prepare and submit to the Authority Representative, one electronic copy of the monthly Contract Review Report at least five days prior to each Contract Review Meeting.

5.11 The Contract Review Report shall contain a summary of the progress made since the last report, including but not limited to significant achievements and difficulties, in respect of the Contract, and be supported by detailed and substantiated information in the following Schedules as a minimum:

- KPI Matrix;
- Operatives attendance records;
- Management visit records;
- Recommendations;
- Health and safety;
- Environmental management;
- Performance of Services;
- Faults and call-outs;
- Response times to reactive calls;
- Finance;
- Outstanding information.

5.12 The requirement for the contents and format of the Contract Review Report may be amended as required by the Authority Representative from time to time.

5.13 Contract Review Meetings

5.14 Contract Review Meetings shall be held at quarterly intervals or at such other times as may be deemed necessary by the Authority Representative.

5.15 The Service Provider is required to provide and maintain a high level of communication with the Authority Representative to ensure he/she is aware of all issues (or potential issues) at all times.

5.16 The Authority Representative shall chair all Contract Review Meetings and shall appoint a person to be responsible for keeping accurate minutes of the meetings.

5.17 The Contract Review Meetings shall review all aspects of the Contract including, but not limited to the following:

- Accuracy of minutes from previous meetings;

- Health, safety and environment;
- Performance, PPM and reactive;
- Re-occurring faults;
- Finance.

5.18 The Service Provider shall attend all other meetings deemed necessary by the Authority Representative at times and places to be determined by the Authority Representative.

5.19 Document Control

5.20 The Service Provider shall develop a comprehensive and structured administration system for the Contract, including any sub-contracts, to ensure complete 'transparency' of process and a full audit trail. The Service Provider shall be able to demonstrate the structure and content of this administration system at the reasonable request of the Authority Representative.

5.21 The Service Provider shall produce a list detailing all pest control measure locations, each measure shall be uniquely identified and marked up on floor plan drawings. This list shall form a permanent record of all information, used for maintenance purposes, in the Service Provider's possession. The list of documentation shall be updated at least every six months to reflect any additions or omissions.

5.22 All information, decisions and instructions relating to the Contract shall be made and kept in writing. The Authority's recipient for such Contract correspondence shall be the Authority Representative, and the Service Provider's recipient shall be the Service Provider's Services Manager.

6. Health and Safety Management

6.1 The Service Provider shall ensure that all operating procedures comply with the requirements of health and safety legislation, Health and Safety Executive guidelines, Approved Codes of Practice, British Standards or equivalent, and industry best practices. The Service Provider shall comply with the Authority's security procedures for the Premises at all times.

6.2 The Service Provider shall take all reasonable and practicable steps to comply with the Health and Safety at Work Act 1974.

6.3 The Service Provider shall be responsible for initiating, controlling and monitoring safe systems of work, advising the Authority Representative on best practice and ensuring adequate and professional training of its Service Provider's Personnel in all matters of health and safety.

6.4 The Service Provider shall provide risk assessments, in a format approved by the Authority Representative, for all Services and activities carried out for the requirements of the Contract. The Service Provider

shall provide copies of their specific assessment of risk for each task and the various inspections required following execution of the Contract to conform with the requirements of the Management of Health and Safety at Work Regulations. These must be supplied and agreed with the Authority Representative prior to any commencement of works covered by the assessments.

- 6.5 The Service Provider will provide method statements of their working methods proposed to meet the requirements of the Contract, including management methods and will work to the method statements at all times.
- 6.6 The Service Provider shall supply detailed data sheets to the Authority Representative for all substances that he intends to use which are controlled by the Control of Substances Hazardous to Health (COSHH) regulations. These must be supplied prior to commencement of any works using such substances.
- 6.7 The Service Provider will implement the requirements under the COSHH regulations for all activities and services provided. All the relevant information will be provided by the Service Provider to the Authority Representative and information stored at the Premises.
- 6.8 The Service Provider will fully cooperate and liaise with the Authority Representative and any other parties regarding investigation into incidents in compliance with the Authority's requirements.
- 6.9 The Service Provider shall ensure all processes in respect of health and safety are documented and made available for inspection and/or audit at all times. The Service Provider shall always complete the Authority's accident book in respect of accidents and reference any such incidents within the Contract Review Report.
- 6.10 The Authority reserves the right, if it considers it necessary, to notify or seek the advice of the appropriate enforcing statutory authority where the Authority believes that there is, has been, or will be a breach of the Health and Safety at Work Act 1974 or any other statutory provisions relating to health and safety.
- 6.11 The Authority reserves the right to stop any works, operations or actions of the Service Provider's Personnel if in reasonable opinion of the Authority Representative, the manner in which these are being undertaken constitutes a risk to the health and safety of any person or property. Moreover, the Authority will not accept responsibility for any loss incurred by the Service Provider as a result of any such actions.
- 6.12 Particular care must be exercised when work is carried out in areas where members of the Authority's Service Provider's Personnel or the general public are likely to be present, especially with regards to pest control measures which may be harmful to humans, working animals and protected wildlife.

- 6.13 The Service Provider shall supply and utilise necessary hazard warning signs, barriers and protective guarding, where appropriate to maintain the safety of the building users, general public and any others.
- 6.14 The Service Provider shall ensure that suitable personal protective equipment will be provided to each of its operatives, including where appropriate training and instruction in their use and operation.
- 6.15 The Service Provider shall ensure, and be able to demonstrate that, where appropriate, the Service Provider's personnel are fully aware of the requirements of the Manual Handling Operations Regulations 1992.
- 6.16 The Service Provider shall provide all appropriate protective clothes and equipment (Personal Protective Equipment (PPE)) as defined by legislation.
- 6.17 The Service Provider shall ensure that occupants and visitors are informed of any activity that could affect health and safety whilst on the Premises. Information shall include the nature of hazard and measures taken (or being taken) to eliminate or reduce the risk in accordance with the Health & Safety at Work Act.

7. Quality Assurance and Key Performance Indicators (KPI's)

7.1 Quality Assurance

- 7.2 Maintaining high levels of quality and presentation is of paramount importance to the GLA. The Service Provider must ensure appropriate arrangements are in place to ensure that a quality service is delivered.

7.3 Key Performance Indicators (KPIs)

- 7.4 The Service Provider shall complete the GLA's monthly Key Performance Indicator (KPI) matrix that is used to monitor the performance of this contract. The KPI matrix will be periodically reviewed and updated to accurately reflect the service issues that are being encountered. The current KPIs are attached as appendix A.
- 7.5 The Service Provider will be required to self-assess their performance and complete the matrix on a monthly basis. The KPI report shall be submitted to the GLA contract manager by the 5th of the month for the previous calendar month. Failure to submit the monthly KPIs on time will be deemed as a KPI failure. The completed KPI matrix will be discussed and reviewed at the monthly and quarterly meetings.
- 7.6 If an overall score of 2 "reds" or 3 "ambers" are achieved for 2 consecutive months or in 3 out of every rolling year the Service Provider will be required to rebate 5% of that month's net invoice, which should be credited in the following month's invoice.

- 7.7 If a Service Provider repeatedly, i.e. 3 months in a row or 6 months in a rolling 24 month period fails to meet the required KPI standard they will be required to rebate an additional 2% for each month that the service fails to meet the required standard. Continued failure against the KPIs may result in the early termination of the contract.

8. Environmental Management

- 8.1 The Service Provider shall fully adhere to the Authority's Environmental Policy and any subsequent amendment thereto.
- 8.2 The Service Provider shall develop and implement an approved environmental management system to ensure the safe removal and disposal of waste materials.
- 8.3 The Service Provider must establish and operate an environmental programme achieving the aims of the Authority's environmental policy in as far as Services are concerned.
- 8.4 The Service Provider shall adhere to the Environmental Protection Act 1990 and any other legislation that is applicable to this contract.
- 8.5 The Service Provider must endeavour to use such items that minimise waste and pollution to the environment.

9. Workmanship, Materials and Stock

- 9.1 The Service Provider is responsible for ensuring that it holds sufficient stock of materials, spare parts, components, replacement equipment, consumable materials, tools, specialist equipment and temporary plant necessary to ensure compliance with the Contract.
- 9.2 The Service Provider shall be responsible for the correct, storage, maintenance and other costs of holding stock items. The Service Provider shall be responsible for the security and insurance against loss of the stock items at all times.
- 9.3 The stock levels maintained by the Service Provider shall be of a sufficient level to satisfy all service level requirements, planned activities and performance regime required by the Contract.
- 9.4 Materials supplied by the Service Provider which, in the reasonable opinion of the Authority Representative do not meet the requirements of the Contract, shall be replaced by the Service Provider at no extra cost to the Authority. If the Service Provider is unable or unwilling to replace any unsuitable materials then the Authority may arrange their replacement at the Service Provider's cost.

9.5 All materials shall be of the merchantable quality, fit for the intended purpose (as defined under the Trades Description Act, the Sale of Goods Act, or the Sale of Goods & Services Act).

9.6 Any guarantees for materials, equipment or any works supplied or carried out by the Service Provider in relation to the provision of the Services shall pass to and be vested in the Authority.

10. Help Desk

10.1 The Authority shall provide and operate a Help Desk to take calls direct from the Authority's employees or visitors for reactive calls.

10.2 The Authority's helpdesk shall operate between 0800 and 1800 hours Monday to Friday except Bank Holidays.

10.3 The Help Desk will normally report reactive faults to the Service Provider by telephone. The Help Desk shall also be the Authority's focal point for job tracking and reporting by the Service Provider as agreed with the Authority Representative.

10.4 Authority's Help Desk functionality

10.5 The Authority's Help Desk system includes the following functionality:

- Automatic allocation of unique reference that follows job from request to completion, payment and audit;
- Automatic recording of request time, date and operator identification;
- Selection of work type requests from list (categorisations and response criteria to be agreed);
- Automatic allocation of work using analysis of location, work type and Service Provider details
- Automatic posting of instructions to Service Provider (using e-mail / facsimile / or other approved methods);
- Automatic posting of task confirmation to requester (using e-mail or other approved methods);
- Automatic monitoring of task progress and completion information;
- On-line progress and completion monitoring (format and implementation date to be confirmed by the Authority);
- Automatic posting of task performance exceptions to the Authority (using e-mail or other approved methods).

10.6 The Service Provider shall fully comply with and respond to all the procedures and requirements of the Authority's Help Desk facility which may undergo enhancements or revisions from time to time.

10.7 The Service Provider shall maintain a means of receiving information from the Authority's Help Desk facility during the Authority's Help Desk

operating hours. The Service Provider shall act upon information from the Help Desk as an instruction from the Authority Representative, and progress works accordingly.

- 10.8 On completion of any Services relating to the items set-out above, the Service Provider must ensure that this is communicated back to the Help Desk within 5 working days of their completion. Failure to do so will constitute a failure to comply with the key performance indicators as set out in clause 7.

11. Security

- 11.1 The Service Provider must at all times comply with all building and site building rules, admission policies, security instructions and emergency arrangements, including clearly displaying any visitors badge issued by the GLA.
- 11.2 Special security arrangements apply to certain areas of City Hall at certain times, which will require the Service Provider's staff to be escorted by GLA Security Officers.
- 11.3 The names of the Service Provider's staff who will be attending GLA premises must be provided in advance of all visits. As a general principle the regular PPM visits should be undertaken by the same staff. Visits must be in accordance with the pre-agreed PPM schedule, unless otherwise agreed in advance by the GLA
- 11.4 The Service Provider must ensure that particular care is taken by the Service Provider's Personnel so as not to compromise the safety, security and comfort of the Authority's Service Provider's Personnel, visitors and General Public or any persons affected by the Services.
- 11.5 The Service Provider must take every care for the security of their property and belongings, and will follow any particular instructions given by the Authority concerning locking up. Responsibility for such property shall remain the Service Provider's risk.
- 11.6 Service Provider's Personnel attending the Premises must on request produce bona fide photographic identification to the Authority. Service Provider's Personnel attending the Premises must wear in a conspicuous manner an identity badge issued by the Authority. The Authority's badge must be returned to the Authority if the person ceases to provide any part of the Services.
- 11.7 The Service Provider's Personnel will be required to sign in to the Authority upon arrival to any of the Premises at the security control room and sign out upon leaving.

Appendix A

GLA Pest Control - KPI Record*															
Service Category	Service Element	Method of Measurement	1-5	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
1	Provision of Service	Pigeon management at Trafalgar Square	5												
2	Provision of Service	Management of other pests	5												
3	Provision of Service	Dealing with reactive calls	5												
4	Provision of Service	Competent, sufficient staff and resources for timely delivery	5												
5	Contract Management	Contractor's Staff	5												
6	Contract Management	Document control	5												
7	Quality Assurance	Competence, knowledge and capability	5												
	Overall Score (0-10 Red, 11-20 Amber, 21 - 35 Green)		35												

*KPIs will be subject to change by the GLA over the life of the contract to reflect Issues and priorities that are encountered in the delivery of the specification

SCHEDULE 3(b) – SPECIFICATION QUESTIONS AND ANSWERS

GLA 80576 Pest Control Services Answer Booklet

A. Company Details (For information only and not scored)

Company Name	GBM Services Limited
Name of person completing the Response	[REDACTED]
Position of person completing the Response	Business Development Director
Company address	[REDACTED]
Telephone number Fax number E-mail address Website	[REDACTED]
Company registration number	3461565

B. Response to the Specification (This section is scored, please note that all questions in this section are equally weighted, as per the scoring matrix contained in Volume 1 Instructions).

1. Extent of Service

S1. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

2. Provision of Service

S2. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

3. Defined Pests

S3. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

4. General Administration

S4. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

5. Contract Management

S5. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

6. Health and Safety Management

S6. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

7. Quality Assurance and Key Performance Indicators (KPI's)

S7. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

8. Environmental Management

S8. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

9. Workmanship, Materials and Stock

S9. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

10. Help Desk

S10. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

Understood and accepted

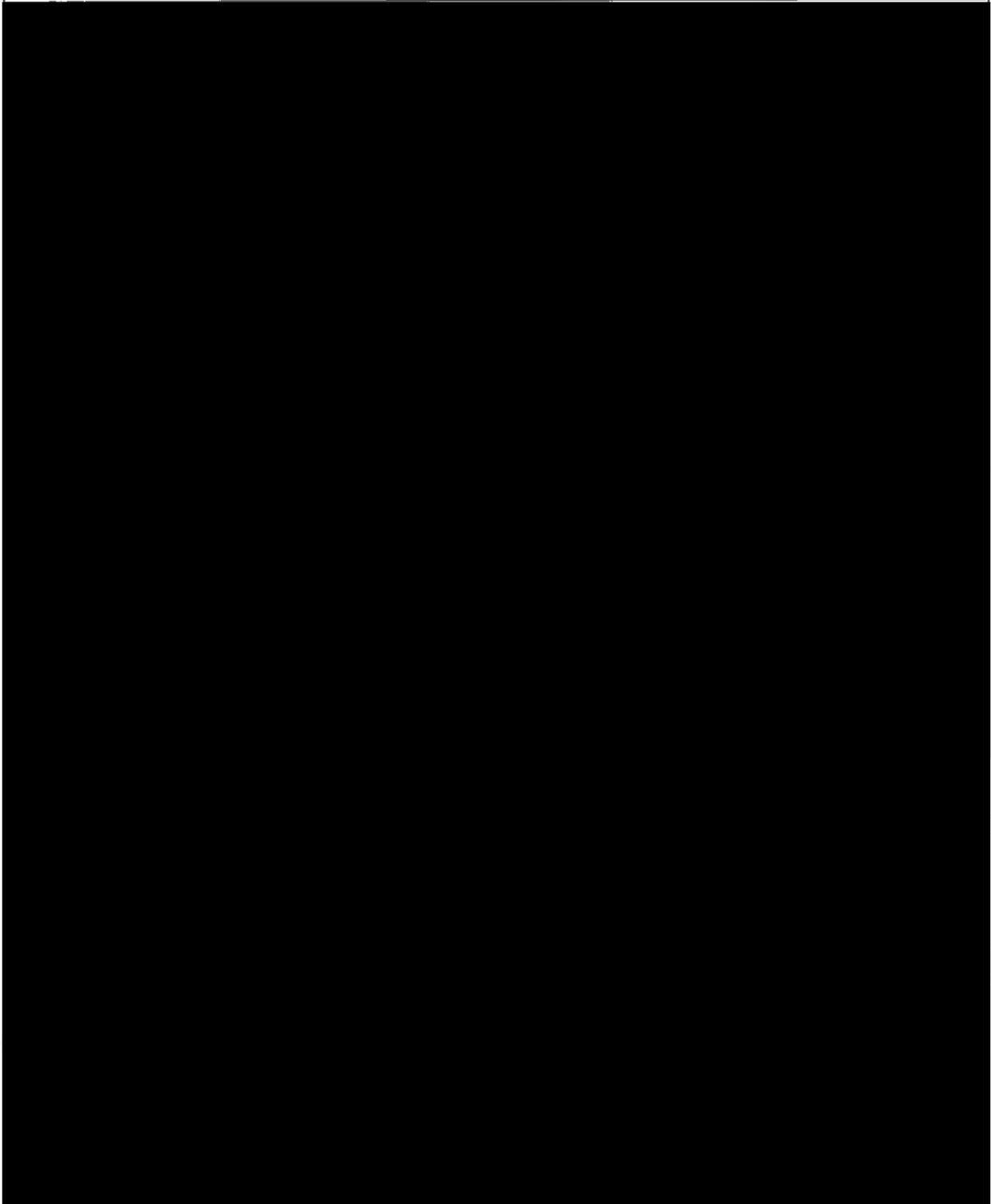
11. Security

S11. Confirm understanding and acceptance e.g. respond as "understood and accepted" (1%)

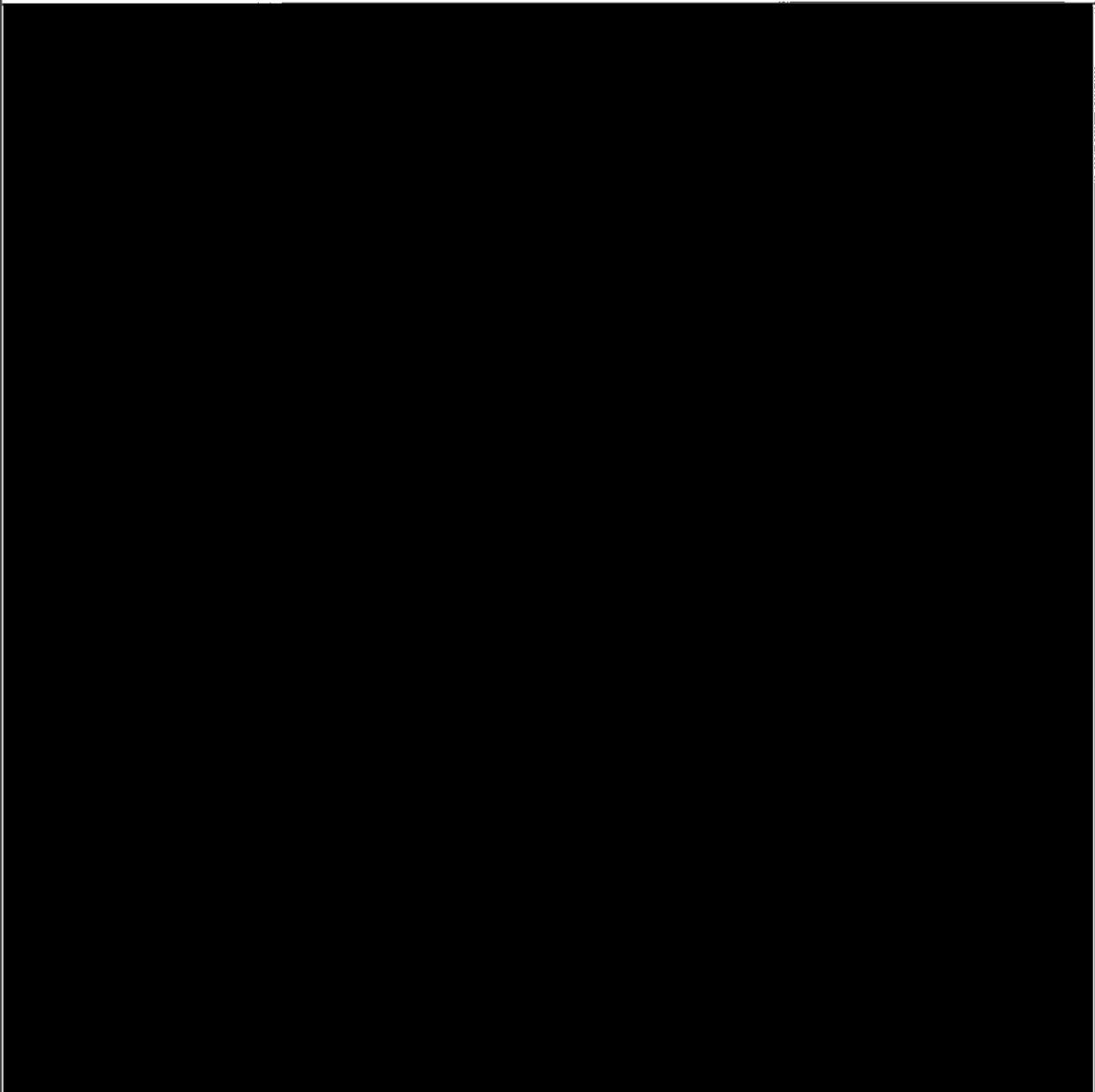
Understood and accepted

C. Additional Supporting Evidence (This section is scored, please note that scores are weighted, as per the scoring matrix contained in Volume 1 Instructions).

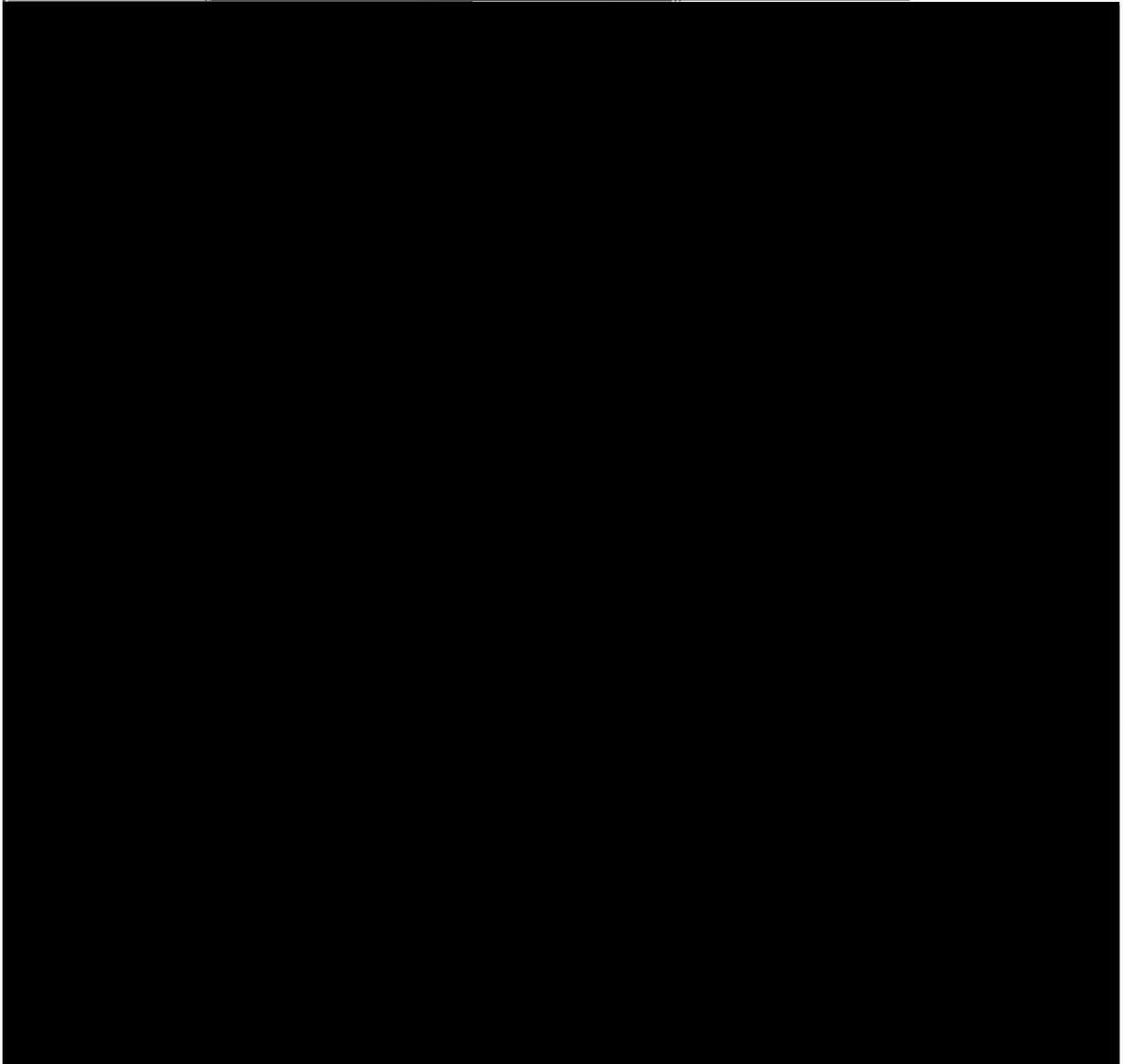
Q1. Please provide details below, and in a supporting plan, of the avian pest control methodology you propose for managing the pigeon population at Trafalgar Square.
Max 500 words(15%)



Q2. Please provide details below, and in a supporting plan, of how you would eradicate a mice infestation within City Hall and the methods you would use to deal with the problem. Max 500 words (15%)



Q3. Humane Pest Control - Please provide details of the humane and bio-safe procedures you will use to control pest populations within this contract. Max 500 words (7%)

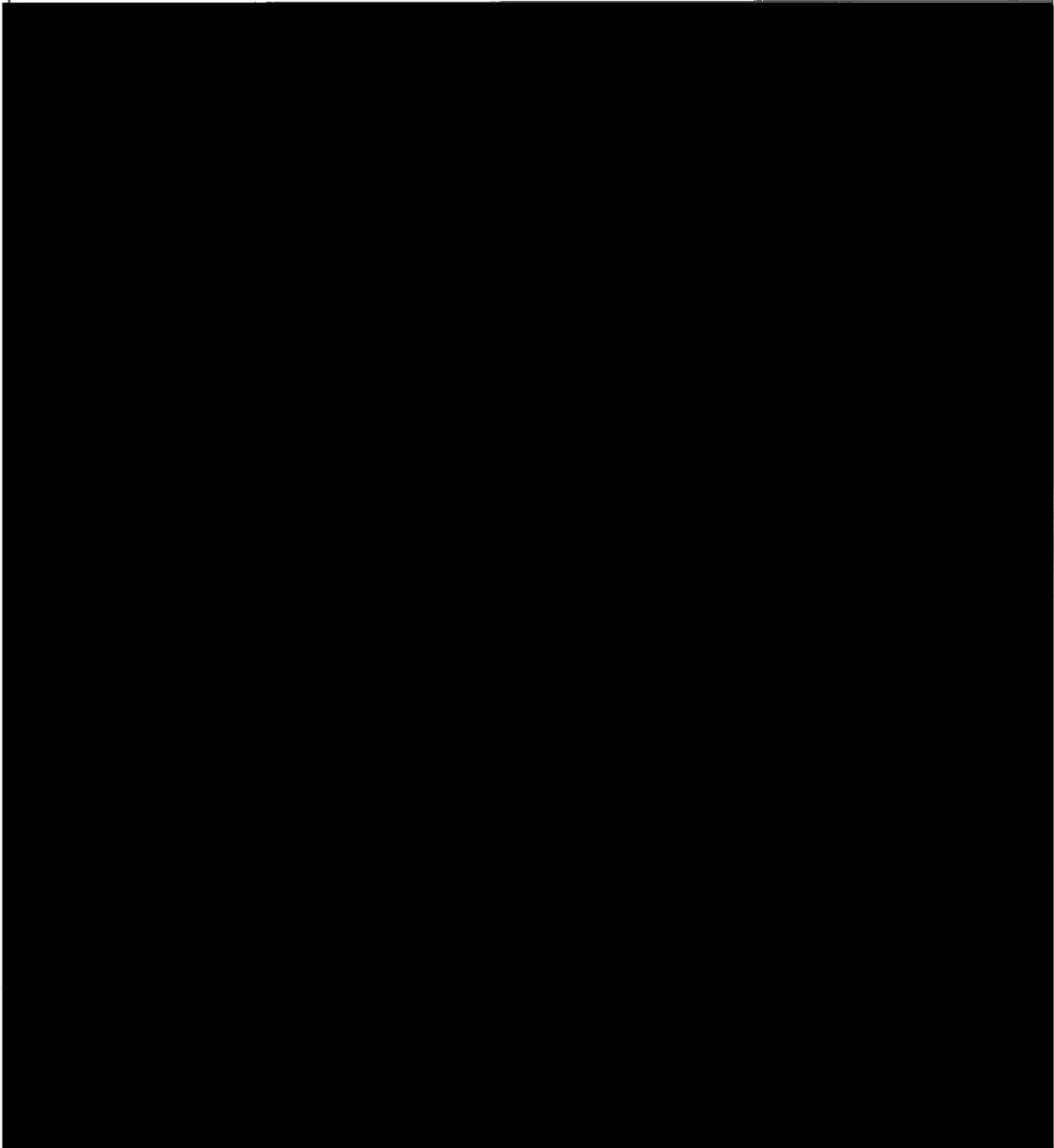


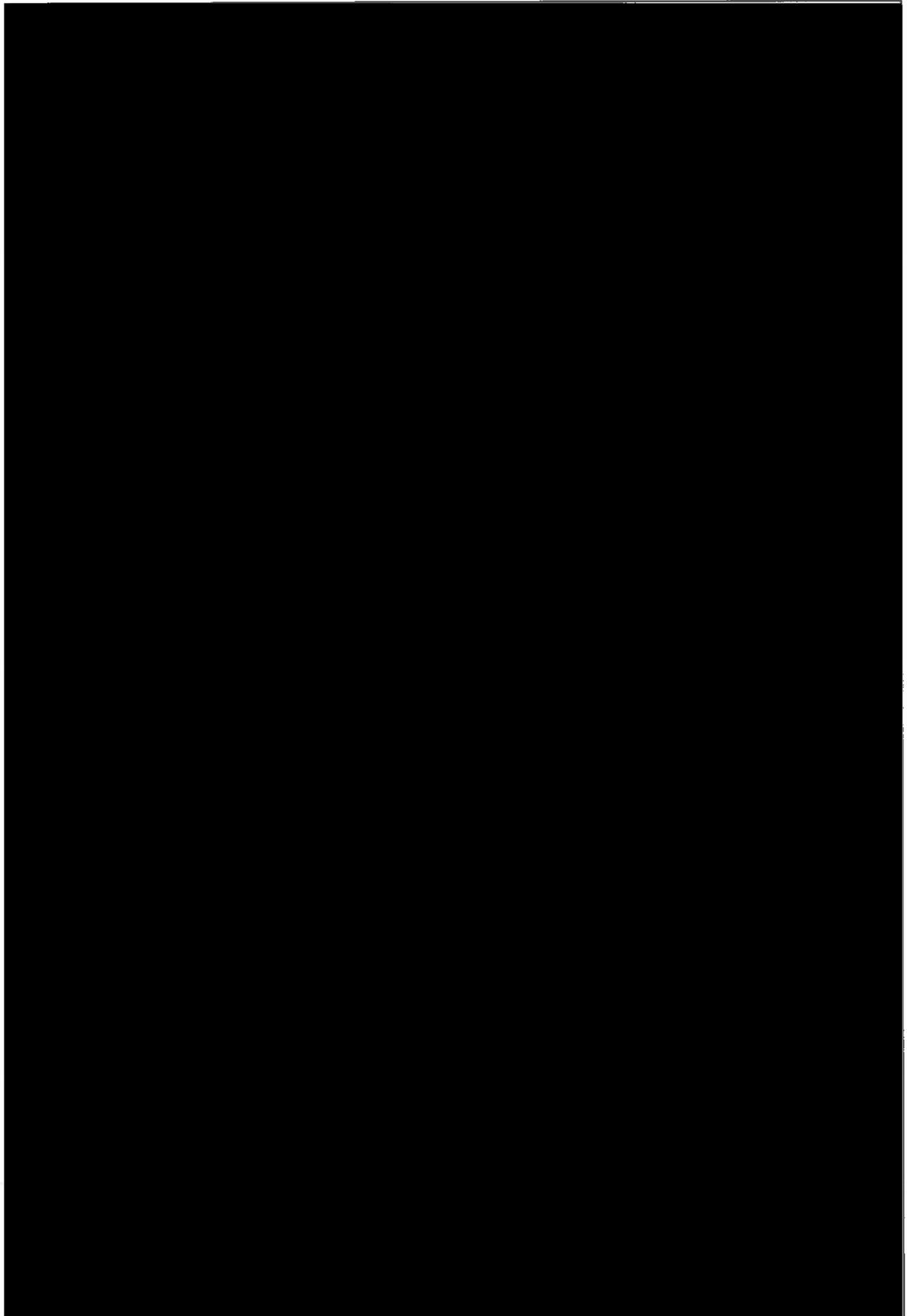
Q4. References - Please detail the names and contact details of the individuals at a minimum of 5 reference sites (which must confirm and include all those references provided by you at PQQ stage).

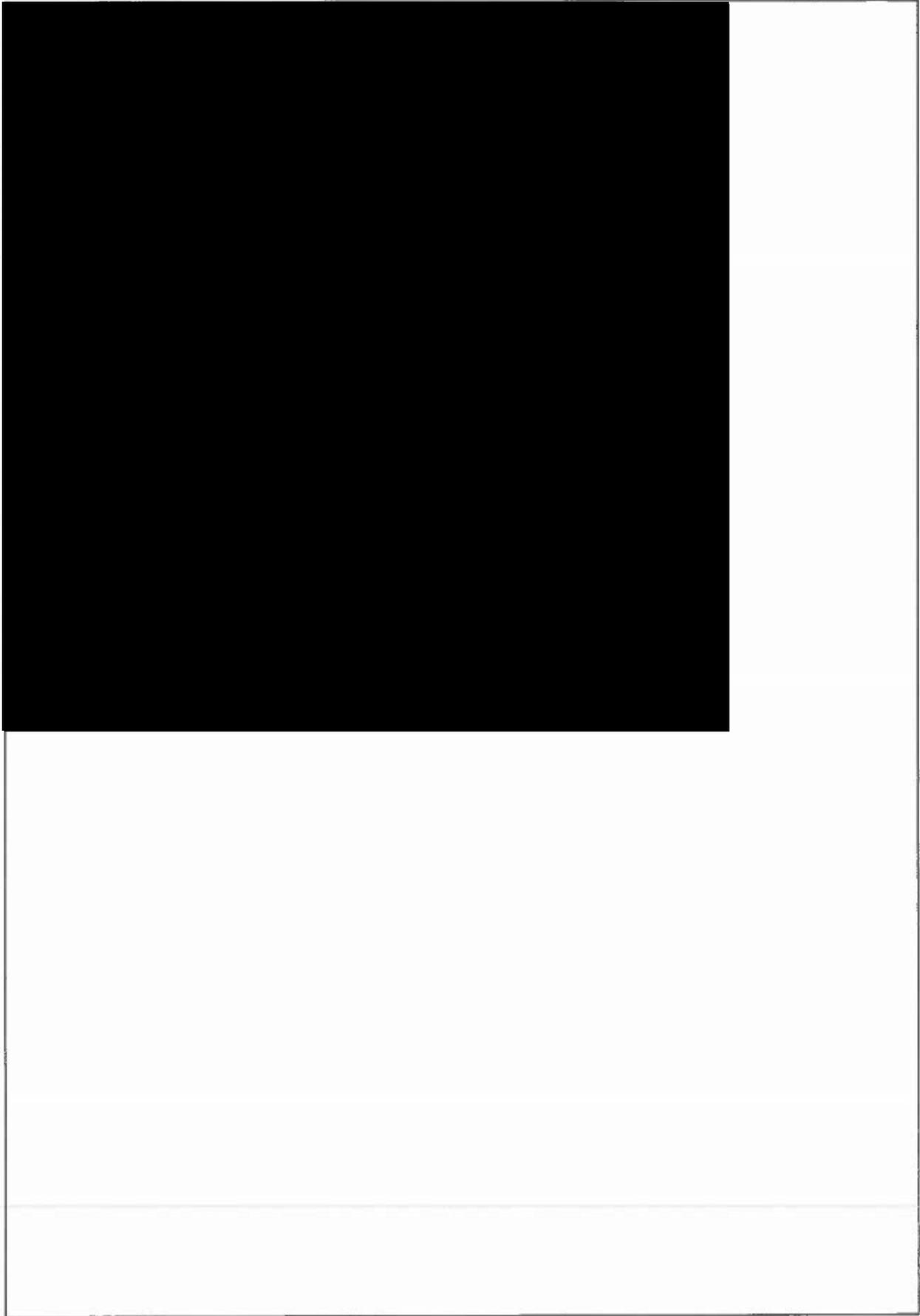
By detailing these names and contact details you declare that you have obtained the agreement of the individuals to act as a referee on your behalf.

The evaluation panel will contact a minimum of 3 of the individuals to provide a reference in writing and they may be asked to conduct a site visit of their premises in which they will be asked questions about the provision of pest control services.

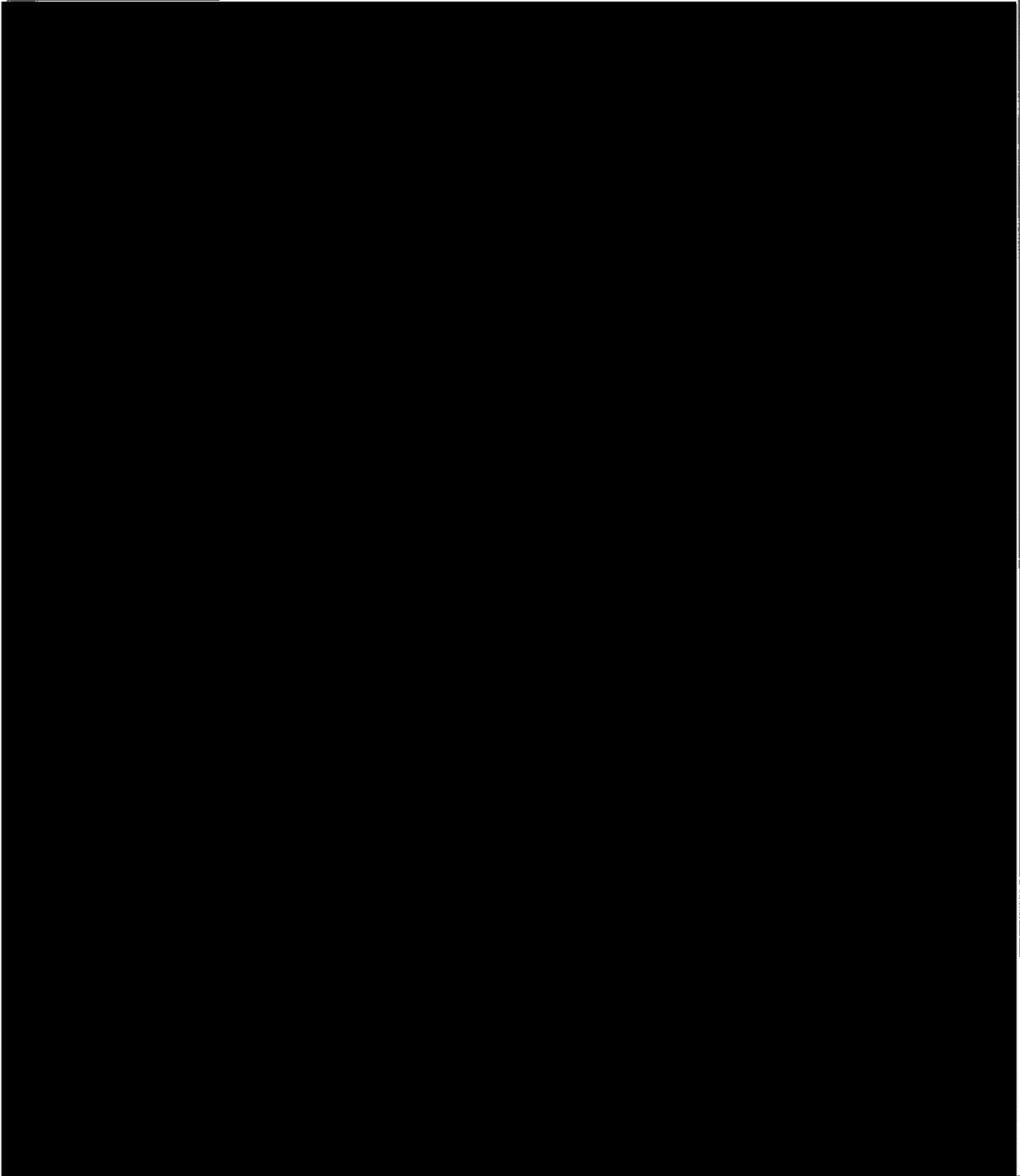
(10%)



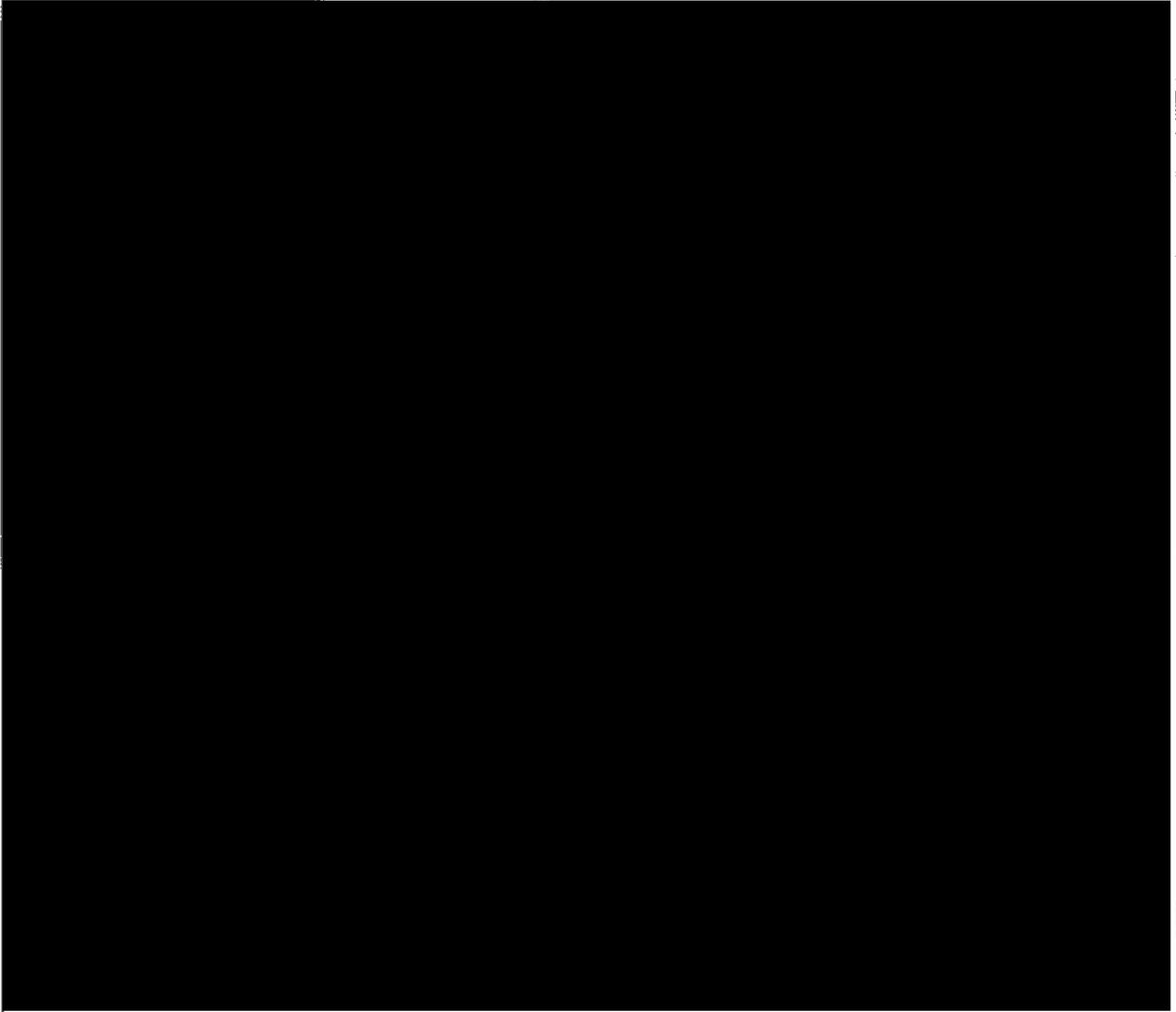




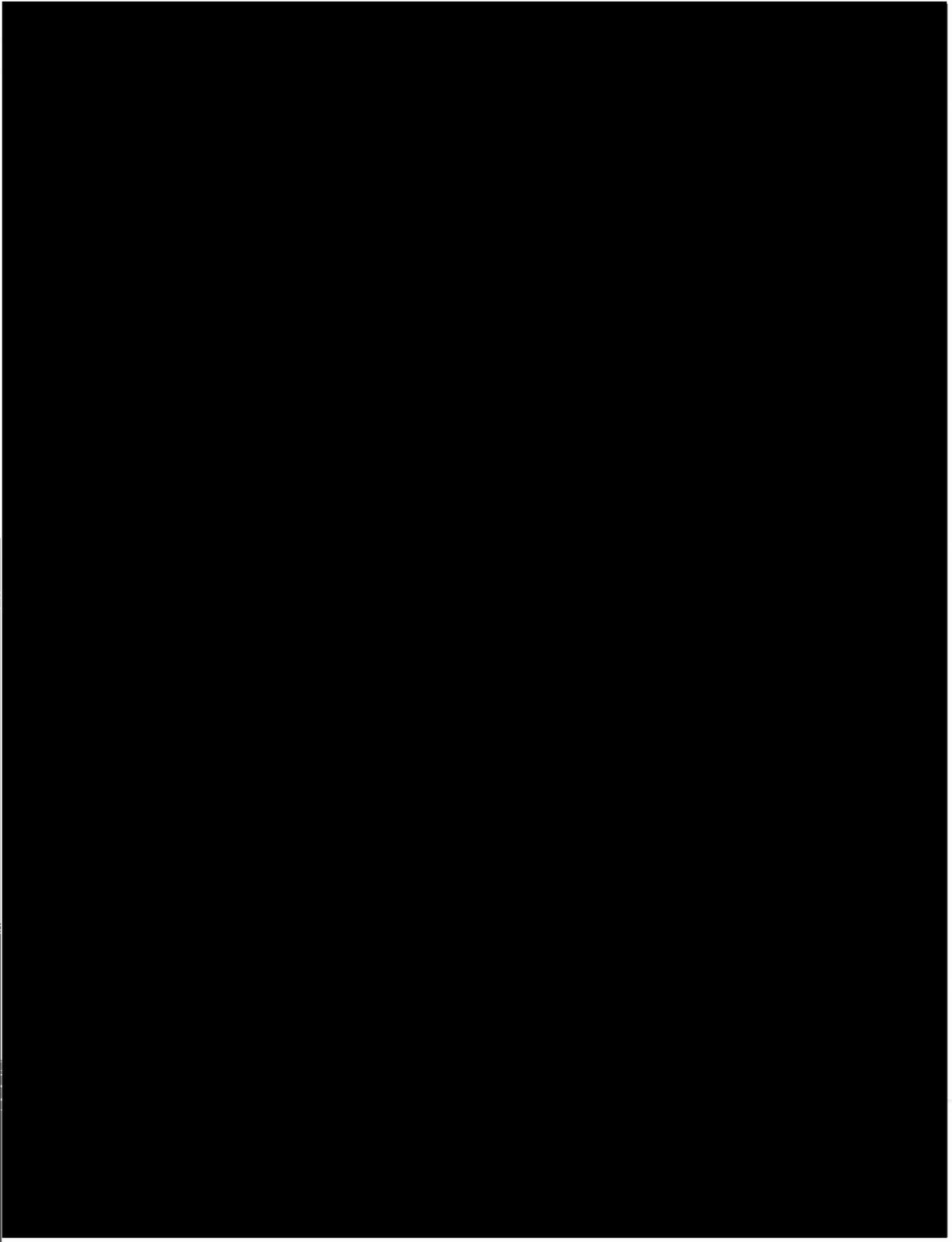
Q5. Mobilisation – Please detail your mobilisation program, this should be supported with an attached timetable showing key activities and milestones leading up to the contract 'go live' date. This should identify key people responsible for delivery. Max 250 words (10%)

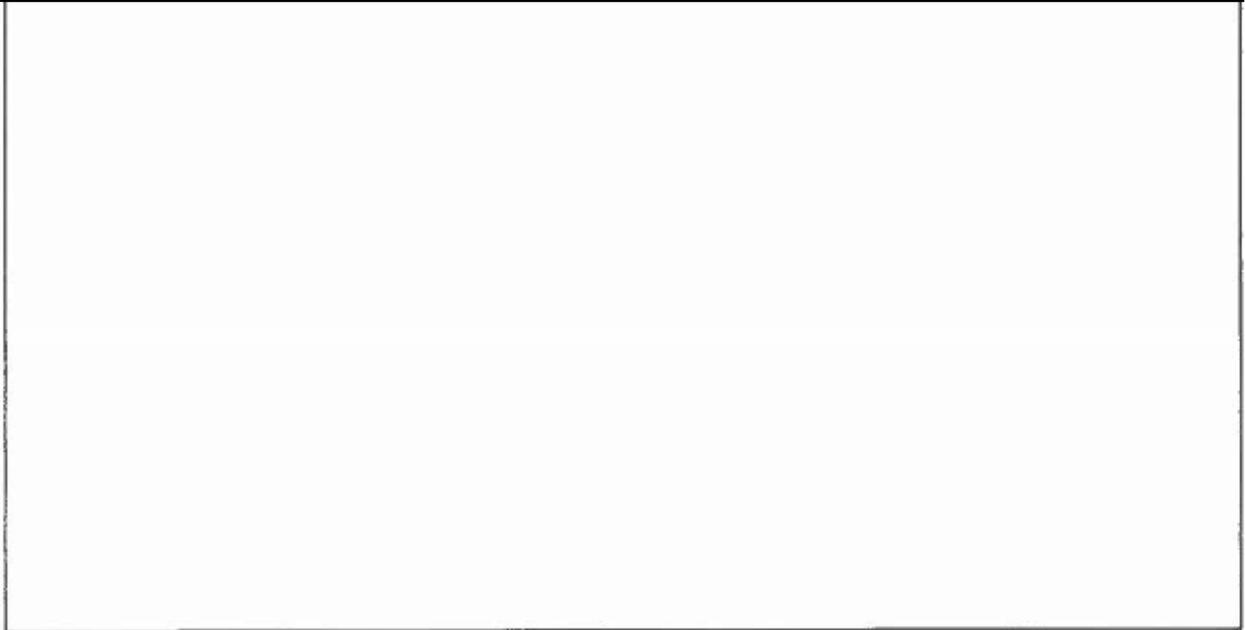
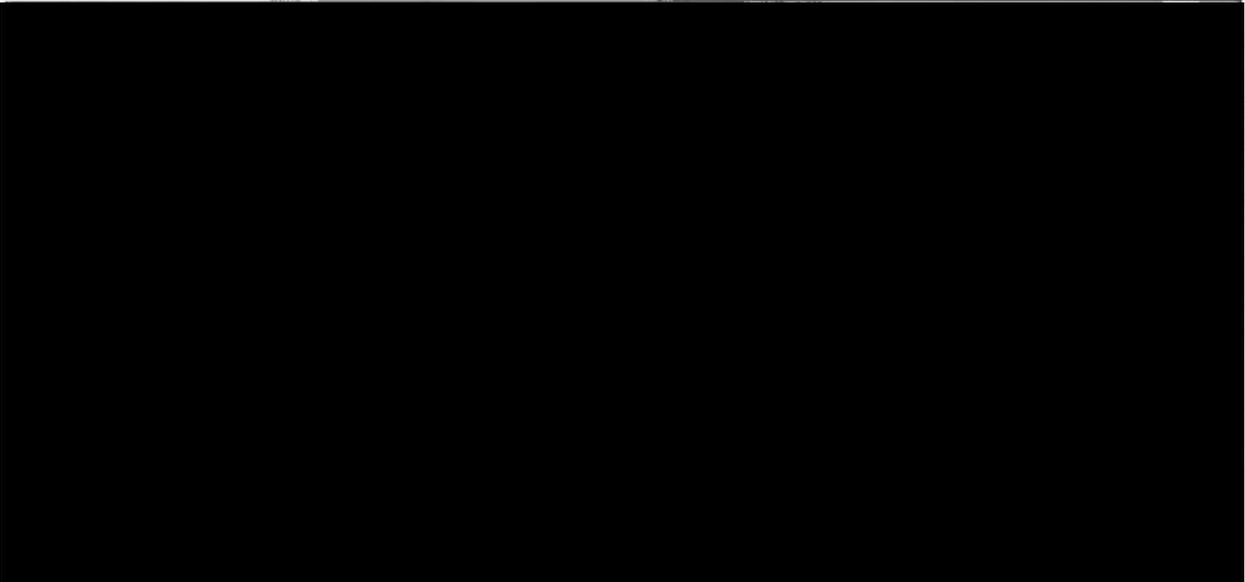


Q6. Sub-contracted services – In question 1.11 of the PQQ bidders were asked to provide details of all key subcontractors typically relied upon. Please confirm if you propose to use any of these (or any other subcontractor) to deliver part or all of this requirement. If yes please provide names, contact details and outline which elements of the scope each subcontractor will deliver and how you will manage their performance in an attachment (max 500 words). If subcontractors will not be used then please respond with subcontractors will not be used, in the box below. (Default score is 5 if no-sub-contracting is taking place, a score of 5 can be attained if the sub-contracted element is considered robust and well packaged). (5%)



Q7. Quality Assurance - Please set out the arrangements you will employ to ensure that quality standards will be monitored, maintained and where necessary improved, describing any systems and standards that you will use to monitor and measure the quality of service delivery. Max 500 words (10%)



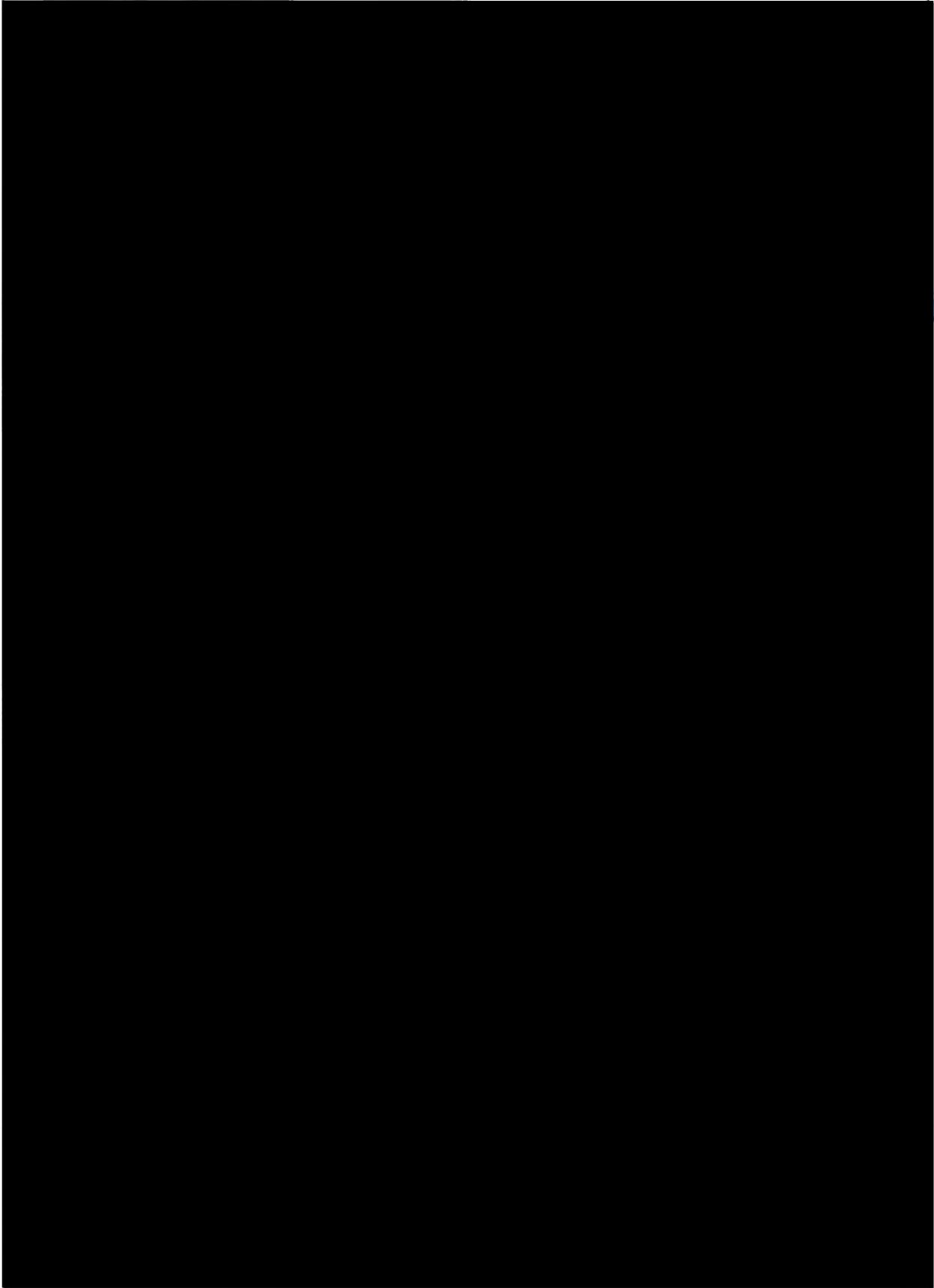


Q8. Training and Development - Please explain how you ensure that your pest control operatives are kept up to date with the latest innovations and developments in pest control as well as legislative changes. Max 250 words (7%)



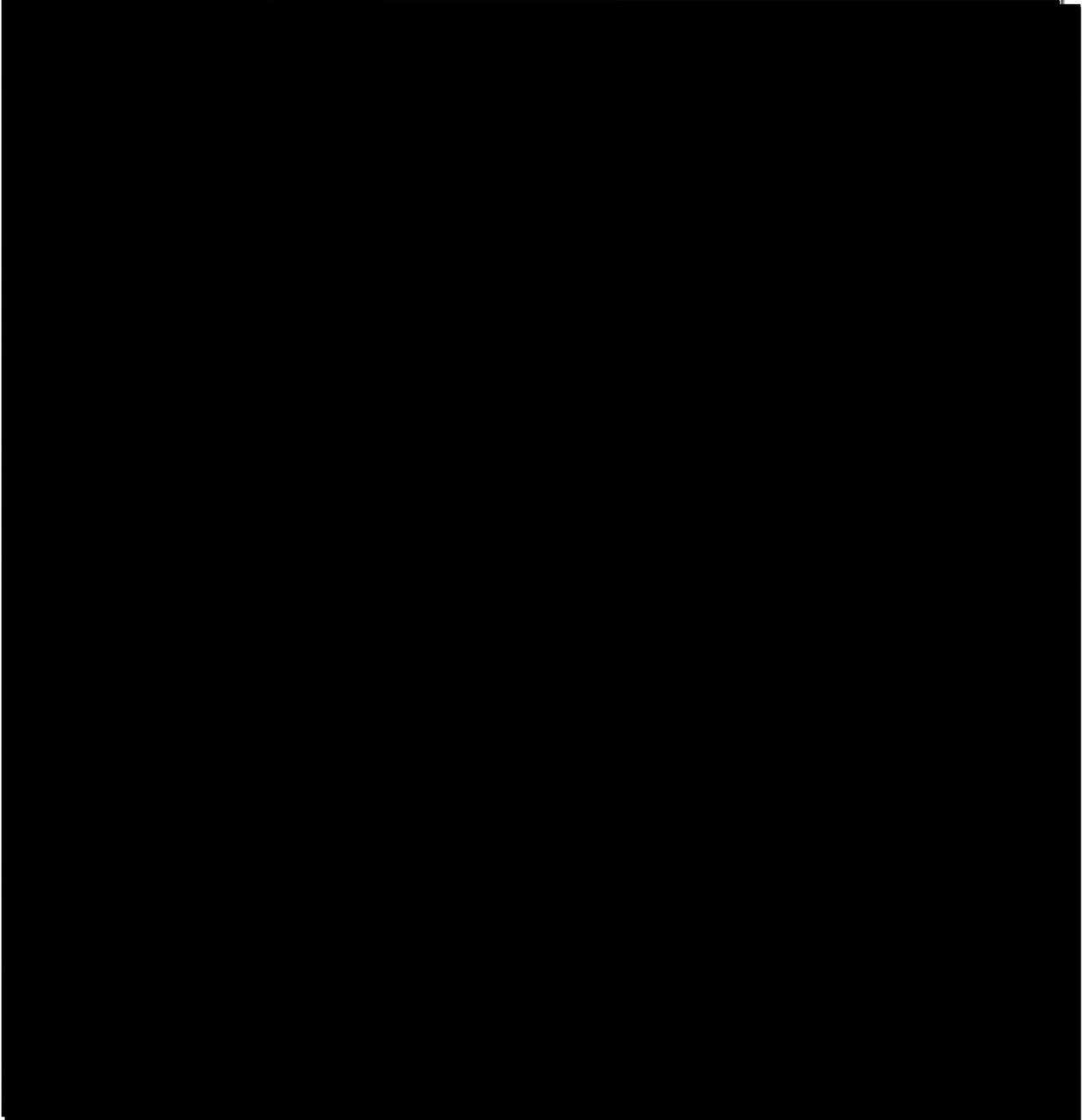
An empty rectangular box with a thin black border, intended for the user to write their answer to question Q8. The box is currently blank.

Q9. Management Support - Please provide details of the support structure that would be put in place for this contract. Max 250 words which can be supported by an attached organogram (5%)



Q10. Management Support - Please provide the names, job titles, details of roles and responsibilities (max 250 words) and brief CV's of the following:

- The most senior person involved in the contract
- The Area Manager (5%)



Q11. Selection (PQQ) Criteria Revisited – TfL reserves the right to revisit the responses to any questions asked in the PQQ to ensure that any changes to suppliers' circumstances are taken into account during the tendering evaluation.

Detail below any changes to your circumstances which impact on your response to the PQQ, attaching any relevant supporting documents. If there are no changes please respond as "confirm no changes".

(PASS/FAIL)

Confirm no changes.

Q12. Terms and Conditions of Contract - The GLA's terms and conditions set out in the Contract for Services, (Volume 4), shall apply to all activities undertaken in connection with this specification. The Service Provider is required to agree to these terms and conditions.

Confirm understanding and acceptance e.g. respond as "understood and accepted"
(DISCRETIONARY PASS/FAIL)

Understood and accepted

You will receive a Discretionary Pass mark if you propose amendments to the Terms and Conditions as long as you have completed the Form of Tender (page 11) confirming that you are proposing changes.

Please detail any amendments in Appendix 3 Contract Response Template document and is clearly marked with each clause.

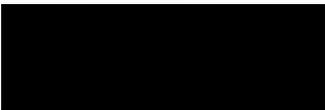
Form of Tender

This response is submitted against the specification for Provision of Pest Control Services to the Greater London Authority, specification reference GLA80576.

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document for the provision of Pest Control Services to the Greater London Authority, reference GLA 80576 was prepared by Greater London Authority ("GLA") in good faith. It does not purport to be comprehensive or to have been independently verified. Neither GLA nor any member of the GLA group has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. GLA has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
3. GLA reserves the right to award the contract for which tenders are being invited in whole, in part or not at all.
4. This tender shall remain open for acceptance by GLA and will not be withdrawn by us for a period of 3 months from the date fixed for return.
5. The information provided by us is true and accurate.

Having made due allowances for the full requirement in the ITT documents we hereby offer to provide the Goods and Services to GLA (or any member of the GLA group) in accordance with the terms and conditions stated therein for the rates detailed in the schedule of Charges, Schedule 4 .

Signed: 

Date: 10.03.2015

Name: [REDACTED]

Position: Business Development Director

For and on behalf of; GBM Services Limited

Note, by completing box 1 you agree to our terms and conditions of contract. If you do not wish to accept these conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

1.	I agree to accept the Conditions of Contract attached to this ITT.	
Name:		Date 10.03.2015
Signed:		

Or

I wish to submit a bid but I am unable to accept your conditions of contract and I have made an alternative proposal based on the revisions in the attached word document. In doing so I am aware that it could prejudice the outcome of the tender analysis.

2.	I DO NOT agree to accept the Conditions of Contract attached to this ITT.	
Name:		Date:
Signed:		

CONFLICT OF INTEREST DECLARATION

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Transport for London, or that may result in an adverse impact on competition for the purposes of this procurement.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below please provide full details as a separate attachment

Questions	Yes / No
Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services of a similar nature to the subject matter of this tender to TfL or the GLA or is currently tendering to do so?	No
In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to TfL or the GLA?	No
At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to TfL or the GLA?	No
At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of TfL or the GLA?	No

Is there any occasion where you or members of your organisation or supply chain may use TfL or GLA resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than TfL or the GLA?	
Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with TfL or the GLA e.g. through personal or working relationships with current or former employees or through prior employment with TfL or the GLA or third party suppliers or in connection with the Provision of Pest Control Services ?	No

I, as representative of all companies associated with the Applicants submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify TfL promptly and no later than 28 days of becoming aware of such information and undertake to take such action as TfL may reasonably direct.

Signature:	
Name:	
Designation:	Business Development Director
Company:	GBM Services Limited
Date:	10.03.2015

NON-COLLUSION DECLARATION

Refusal to give this declaration and undertaking will mean that this ITT submission will not be considered.

Declaration

Expression of interest for: Provision of Pest Control Services

I / We declare that:

We have submitted a bona fide response to TfL's ITT and that I / We have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I / we will not do at any time before the contract is awarded:

- Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;
- Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
- Offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the Provision of Pest Control Services.
- Any act or thing of the sort described above.

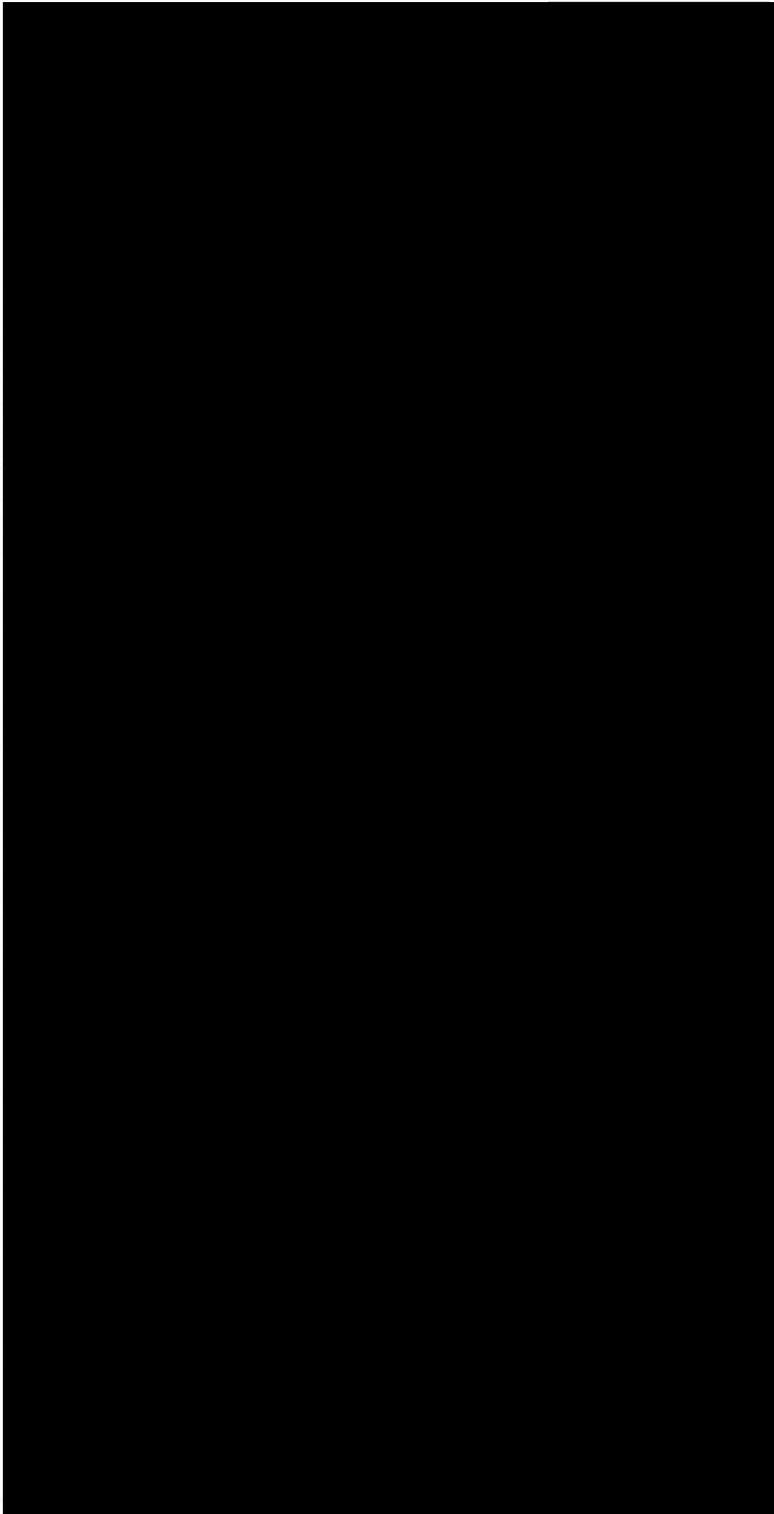
I / We agree that the terms of the above declaration will form part of any contract with TfL, their servants or agents resulting from the acceptance of my / our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling TfL, their servants or agents to determine my / our employment under that contract.

Signed		Date	10.03.2015
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Position	Business Development Director
For and on behalf of:	GBM Services Limited

SCHEDULE 4 - CHARGES

1. Pricing Overview



SCHEDULE 5 - PROJECT PLAN - NOT USED

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

• DETAILS OF VARIATION	• AMOUNT (£)
•	•
•	•
• ALLOWANCE TO THE AUTHORITY	•
• EXTRA COST TO THE AUTHORITY	•
• TOTAL	•

.....
For the Authority (signed) (print name)

<ul style="list-style-type: none"> • ACCEPTANCE BY THE SERVICE PROVIDER 	<ul style="list-style-type: none"> •
<ul style="list-style-type: none"> • • • • Date 	<ul style="list-style-type: none"> • • • • Signed •

SCHEDULE 7 - QUENSH - NOT USED

SCHEDULE 8 - RE-TENDER COOPERATION - NOT USED