

Dated

2025

LONDON UNDERGROUND LIMITED
and
GIBSON'S ENGINEERING LIMITED

CONTRACT
for the supply of the GOODS and SERVICES
OF OVERHAUL FOR THE ENGINEERING
VEHICLES LONG WAGONS
CONTRACT REFERENCE NUMBER: CW76053

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THIS CONTRACT is dated on

3rd June 2025

BETWEEN:

- (1) **London Underground Limited**, a company registered in England and Wales under number 01900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the “**Company**” which expression shall include its successors and assigns); and
- (2) **Gibson’s Engineering Limited**, a company registered in Scotland under number SC721043 and having its registered office at Springburn Rail Depot, 79 Charles Street, Glasgow, G21 2PS(the “**Supplier**”).

BACKGROUND

- (A) The Supplier carries on the business of selling the Goods and providing the Services.
- (B) The Company wishes to buy and the Supplier wishes to supply the Goods and Services on the terms and conditions set out in the Contract.
- (C) This Contract may be utilised by the Company or any other member of the TfL Group. The Greater London Authority, any of the London boroughs, the Metropolitan Police Service, or any functional body (as defined in the GLA Act) may, if the Supplier so agrees, contract with the Supplier on the terms set out in this Contract.

THE PARTIES HEREBY AGREE as follows:

1 Definitions and Interpretation

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

“**Additional Goods**” means any goods which the Company requests the Supplier to provide in accordance with the terms of the Contract in addition to those set out in the Specification.

“**Additional Services**” means any services which the Company requests the Supplier to provide in accordance with the terms of the Contract in addition to those set out in the Specification.

“**Aggregated Annual Spend**” means the total of all sums paid by the Company to the Supplier (exclusive of VAT) pursuant to the terms of the Contract annually calculated in accordance with Clause 8.

“**Applicable Laws**” means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity) retained or modified by or

under the EUWA, at any time or from time to time in force in the whole or any part of the United Kingdom and which are or may become applicable to the Contract, any agreement or document referred to in the Contract, or the Goods and Services.

“BAFO” means ‘best and final offer’.

“CCSL” means the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Company from time to time.

“Cessation Plan” means a plan agreed between the parties or determined by the Company in accordance with Clause 52.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

“Commencement Date” means the date specified as such in Schedule 1.

“Company’s Representative” means the person appointed by the Company and named as such in Schedule 1.

“Completion Date” means the date specified as such in Schedule 1 or such other date as may be agreed between the parties in accordance with the terms of the Contract.

“Confidential Information” means any information given orally or in writing which is a trade or business secret or method; technical know how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company’s obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

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

“Contract” means this contract made between the Company and the Supplier.

“Contractual Documentation” means all documentation and information agreed to be delivered by the Supplier in accordance with the Contract including without limitation records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work

processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with the Contract.

“Contract Information” means (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 Clauses 8.1 and **Error! Reference source not found.** which shall consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

“Contract Price” means the price stated in Schedule 1.

“Contract Reference Number” means the number shown on the front page of the Contract.

“Contract Variation Procedure” means the procedure set out in Schedule 4.

“Data Protection Legislation” means:

- (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

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

“Defect” means that the Goods or any part of them do not comply with the requirements of the Contract, or are not fit for their intended purpose, or are of unsatisfactory quality whether in consequence of faulty design, faulty materials, negligence, bad workmanship or in consequence of any other reason attributable to the Supplier or any Supplier Personnel. For the avoidance of doubt, this shall include damage which occurs during transit from the Supplier to the Company.

“Delivery Address” means the address at which the Supplier shall deliver the Goods to the Company and which is set out in Schedule 1 or such other destination as may be notified by the Company to the Supplier.

“Delivery Date” means the date upon which the Goods or any part of them are actually delivered by the Supplier to the Company.

“Delivery Note” has the meaning given to that term in Clause 9.6.

“Dispute” has the meaning given to that term in Clause 41.1.

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

“EDI Policy” means a written policy provided by the Supplier setting how it will promote equality, diversity and inclusion.

“Electronic Invoicing Platform” means the Company’s invoicing platform for the submission and receipt of electronic invoices.

“Electronic Procure-to-Pay (eP2P) Vendor Handbook” means the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link – <https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5>.

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

- (a) any written claim, demand, suit or notice from a third party, including a Regulatory Authority (**“Regulatory Authority”** means any government entity or other public or quasi public authority or privatised utility having responsibility for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or
- (b) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily).

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

“EUWA” means the European Union (Withdrawal) Act 2018.

"Excepted Liabilities" means the liability of the Supplier for:

- (a) any Liquidated Damages payable;
- (b) any abatements for performance levied in accordance with this Contract;
- (c) Losses against which the Supplier is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach or failure to maintain such insurance);
- (d) Losses caused by fraudulent acts or acts of a criminal nature; and
- (e) Losses caused by the Supplier committing a Prohibited Act or Safety Breach.

"Excess Costs" has the meaning given to that term in Clause 20.6.

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

"Expected Delivery Date" means the date set out in Schedule 1 upon which the Goods or any part of them are to be delivered by the Supplier to the Company.

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

- (a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;
- (b) civil unrest;
- (c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the Underground Network;
- (d) lightning, earthquake or subject to (f) below, extraordinary storm;

- (e) fire;
- (f) flooding, other than flooding caused by rising water table or by weather conditions (including extraordinary storm);
- (g) tunnel collapse;
- (h) compliance with the provision of sections 118 to 121 of the Railways Act 1993;
- (i) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (j) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and
- (k) strikes, lock outs or other industrial action being in each case industry-wide.

“Free Issue Materials” means materials, apparatus and components supplied by the Company to the Supplier without charge and intended for use by the Supplier exclusively in the provision of Services under the Contract.

“Goods” means the goods stated in the Specification to be supplied by the Supplier and any Additional Goods which the Company has agreed to buy under Clause 6.

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

“Greater London Authority Act” or **“GLA Act”** means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

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

“Initial Period” means the number of years from the Commencement Date stated in Schedule 1.

“Intellectual Property Rights” means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, utility models, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other

matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

“Interest Rate” means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1.

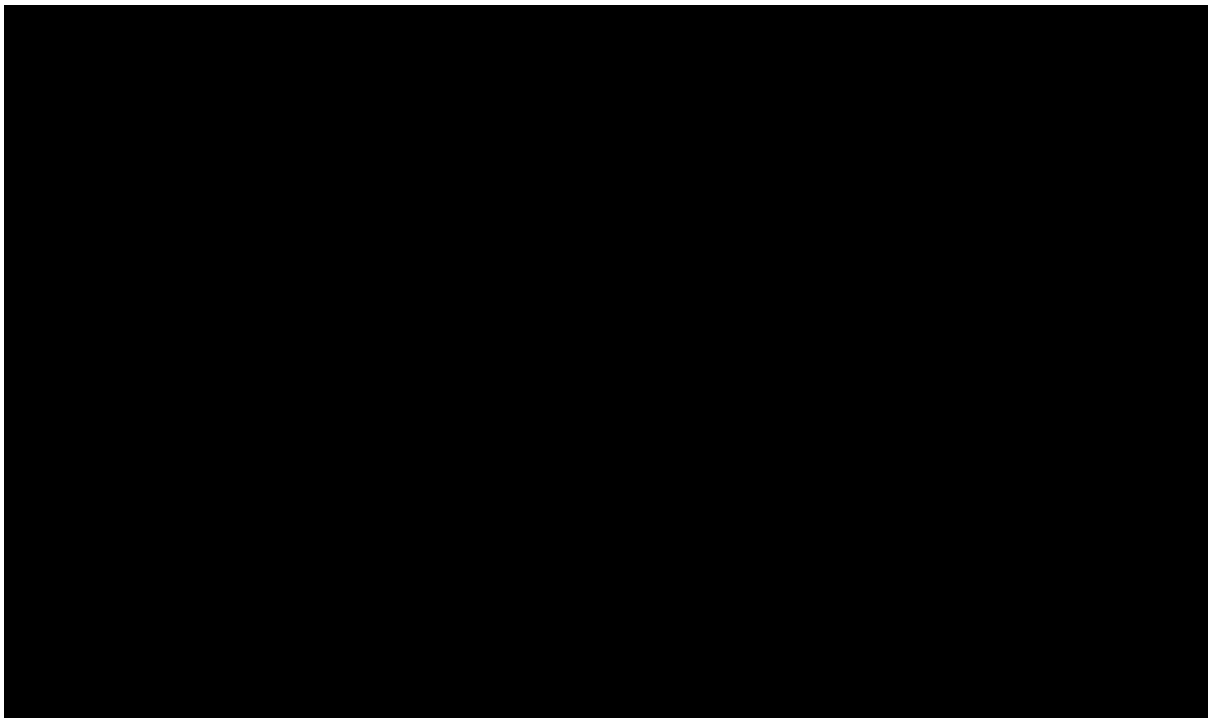
“Key Personnel” means Supplier Personnel identified as such in Schedule 1 and any changes to the same that are made in accordance with Clause 28.

“Liquidated Damages” means the sums identified and calculated in accordance with Schedule 1.

“London Living Wage” the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk).

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

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



“Nominated Representatives” has the meaning given to that term in Clause 41.2.

“Notice to Proceed” has the meaning given to that term in Clause 20.7(b).

“Notified Sum” has the meaning given to that term in Clause 8.8.

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

“Payment Application” has the meaning given to that term in Clause 8.1.

“PDF Invoice” means an invoice in PDF (portable document format) format.

“Personal Data” has the meaning given to it in the Data Protection Legislation.

“Policies” means the policies set out in Clause 31.3.

“Prescribed Period” has the meaning given to that term in Clause 8.9.

“Processing” or **“processing”** has the meaning given to it in the Data Protection Legislation.

“Programme” means the programme of work set out in Schedule 5 for the provision of the Services which has been submitted by the Supplier and approved by the Company. The programme may be varied from time to time subject to the terms and conditions of the Contract or otherwise by agreement in writing between the Supplier and the Company.

“Prohibited Act” means:

- (a) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of the Contract or any other contract with the Company; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with the Company; or
- (b) entering into the Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before the Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company; or
- (c) committing an offence:

- (i) under the Bribery Act 2010;
 - (ii) under the Criminal Finances Act 2017;
 - (iii) under legislation creating offences in respect of fraudulent acts; or
 - (iv) at common law in respect of fraudulent acts,
- in relation to the Contract or any other contract with the Company; or
- (d) defrauding or attempting to defraud the Company.

“Public Procurement Termination Event” means:

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

“Quality and Safety Plan” means the Supplier’s quality and safety plan set out in Schedule 6 as amended from time to time.

“QUENSH” has the meaning given to it in Schedule 6.

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

“Rejected Goods” has the meaning given to that term in Clause 17.2.

“Rejection Notice” has the meaning given to that term in Clause 17.2.

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

“Responsible Procurement Policy” means the policy document entitled the "GLA Group Responsible Procurement Policy" dated June 2017, and as may be amended.

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

“Services” means the services stated in the Specification to be performed by the Supplier and any Additional Services and including the Mobilisation Activities (and all references to Services shall include the Mobilisation Activities except where there are provisions specifically relating to Mobilisation Activities).

“Specification” means the description of the Goods and Services set out in Schedule 3 to be supplied by the Supplier in accordance with the Contract.

“Standards” means the Category 1 and 2 Standards and Draft Category 1 and 2 Standards and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to supply the Goods and Services in accordance with good industry practice. A full set of current Standards is available for the Supplier's use on-line at the LUL Standards e-library or as notified to the Supplier.

“Supplier Personnel” means all persons, including (without limitation) employees, workers, officers, suppliers, sub-contractors and agents of the Service Provider, who or which are engaged in either or both of the performance of any of the Services and any of the Goods and including the Key Personnel.

“Supplier's Representative” means the person appointed by the Supplier and named as such in Schedule 1.

“TfL” or **“Transport for London”** means Transport for London, a statutory body set up by the Greater London Authority Act.

“TfL Group” means Transport for London and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any **“member of the TfL Group”** refers to TfL or any such subsidiary.

“Transparency Commitment” means TfL's commitment (applying to TfL, the Company and the rest of the TfL Group) to publish contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and TfL's own published transparency commitments.

“Underground Network” means the stations and depots (wherever situate), assets, systems, track, and other buildings which are used in the maintenance and provision of the underground service known as “London Underground”.

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto and any tax replacing, or adding to, the same or of a similar nature.

“Variation Order” means the written authorisation from the Company to a Variation Proposal in accordance with the Contract Variation Procedure.

“Variation Proposal” means the written proposal put by the Company or the Supplier to vary the Contract in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 to Schedule 4.

“Volume Discount” is the figure calculated annually in accordance with Clause 8.18.

“Volume Discount Percentage” is the volume discount percentage set out in Schedule 1 to the Contract.

“Warranty Period” the period specified as such in Schedule 1.

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

- 1.2 The headings in the Contract are only for convenience and shall not affect its interpretation.
- 1.3 Where appropriate, the singular includes the plural and vice versa.
- 1.4 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to, the Contract and references to the Contract include its recitals and Schedules.
- 1.5 References to (or to any specified provision of) the Contract or any other document shall be construed as references to the Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of the Contract.
- 1.6 Reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted.
- 1.7 References to the **“Company”** shall include its successors, transferees and assignees.

- 1.8 References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- 1.9 In the event that a conflict, ambiguity or inconsistency exists between the documents comprising the Contract, the order of priority for the purpose of construction in descending order shall be:
- (a) the Clauses of the Contract;
 - (b) the Schedules to the Contract (equal priority but subject to Clause 1.10); and
 - (c) any other document referred to in, or incorporated by reference into, the Contract.
- 1.10 The documents that make up the Schedules shall be taken as being mutually explanatory of one another. In the event of any conflict between any provision of the Clauses of the Contract and a provision of any other Schedule then the Clauses of the Contract shall take precedence except where the conflicting part of the other Schedule is explicitly expressed to take precedence over any specific part of the Clauses of the Contract.

2 Duration and Option to Extend

- 2.1 The Contract shall commence on the Commencement Date and shall be performed by the Supplier in accordance with the terms of the Contract (save in the event of earlier termination) and shall continue until the Completion Date.
- 2.2 The Company shall at its own discretion be entitled at any time prior to the Completion Date inform the Supplier of its intention to extend the duration of the Contract by a period of up to twelve additional months. The provisions of the Contract shall continue to apply mutatis mutandis to any such extension of the Contract (other than this Clause 2.2 containing the option to extend). On receipt of such notice from the Company by the Supplier the Contract shall be deemed extended accordingly.

3 Supplier's Primary Obligations

- 3.1 The Supplier shall supply the Goods and shall perform the Services in accordance with the terms of the Contract.
- 3.2 The Supplier shall ensure and warrants to the Company that the Goods will:
- (a) conform in all respects with the Specification and the provisions of the Contract including, without limitation, specifications as to quantity, quality and description;
 - (b) be of satisfactory quality and fit for the purpose for which they are intended;

- (c) comply with all Applicable Laws (including but not limited to any law and regulations applicable to the Company or the Underground Network);
- (d) comply with all Standards and any additional standards listed in Schedule 1 or in the Specification;
- (e) comply with the requirements of the Company set out in the Contract and all lawful and reasonable directions of the Company;
- (f) have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials, goods and equipment.

3.2A The Supplier shall be fully responsible for the management of obsolescence in the Goods and Additional Goods throughout the duration of the Contract in accordance with the requirements set out in the Specification.

3.3 The Supplier shall ensure and warrants to the Company that the Services will:

- (a) be performed in accordance with the Specification and by appropriately qualified and trained personnel exercising the highest standard of diligence, care and skill;
- (b) be performed in accordance with the Programme;
- (c) conform to all Applicable Laws (including but not limited to any law and regulations applicable to the Company or the Underground Network);
- (d) comply with all Standards and any additional standards listed in Schedule 1 or in the Specification; and
- (e) comply with the requirements of the Company set out in the Contract and all lawful and reasonable directions of the Company.

3.4 The Supplier warrants to the Company that it has entered into and executed the Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and contractual documents.

3.5 The Supplier shall perform its obligations under the Contract in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the supply of Goods and provision of the Services and the Quality and Safety Plan, or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company.

- 3.6 It shall be the responsibility of the Supplier to obtain, at its cost, all necessary approvals, licences, permits and consents in relation to the performance of the Services and the Goods and their delivery including, but not limited to, those required by any Applicable Laws and Standards.
- 3.7 Unless otherwise stated in the Contract, the Supplier shall provide all equipment, support services and other facilities necessary for the performance of its obligations under the Contract.
- 3.8 For the avoidance of doubt, neither a communication from the Company nor the review or acceptance of the Goods or the Services waives, limits or amends in any way any warranties, liabilities or responsibilities of the Supplier under this Contract.
- 3.9 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant documents or information accordingly.
- 3.10 The Supplier warrants to the Company that it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-license) of all and any Intellectual Property Rights as contemplated in this Contract.
- 3.11 The Supplier warrants to the Company that, as at the date of this Contract, it has not been in any of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with those Regulations or Regulation 80(2) of the Utilities Contracts Regulations 2016.
- 3.12 The Supplier shall train at the sole cost of the Supplier any of the company's employees, TfL employees and any of their contractors or agents as required by the Company in accordance with the Specification.
- 3.13 Design

The Supplier shall carry out its design in accordance with the Specification and the Contract terms. The Supplier shall submit the particulars of its design which the Specification requires to the Company's Representative for acceptance. The Supplier shall not proceed with the supply of Goods and/or Services until the Company's Representative has accepted its design. Reasons for not accepting the Supplier's design shall include (without limitation):

- a) it does not comply with the Specification, or any other part of the Contract;
- b) it does not comply with Applicable Laws and Standards;
- c) it is not integrated and coordinated with the designs of others where the Supplier is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Supplier to provide the Goods and/or Services; or

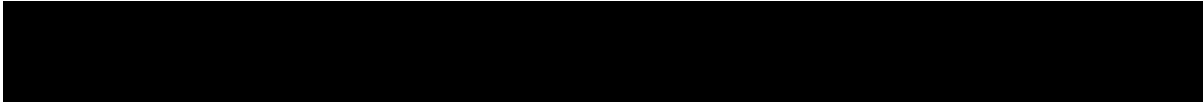
d) it is not in a format which is accepted for use by the Company's Representative.

The Supplier shall not be entitled to any changes to the Contract Price, Expected Delivery Date and/or Date for Completion by reason of anything in this Clause 3.13.

- 3.14 The Supplier may submit its design for acceptance in parts if the design of each part can be assessed fully.
- 3.15 The Supplier integrates and coordinates its design with the designs of others in accordance with the Specification and instructions of the Company's Representative, and where necessary to provide the Goods and Services.
- 3.16 The Supplier in designing and specifying the parts of the Goods which it is required to design and specify, warrants, undertakes and represents to the Company that the design:
- a) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in the Contract;
 - b) complies with all Applicable Laws and Standards, and
 - c) is fit for the purpose defined in the Specification.
- 3.17 The Supplier accepts entire responsibility for the design and specification of the Goods and Services which it is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between its design and specification of the Goods and Services and the documents which are part of the Contract.

4 Records and Audit

- 4.1 The Supplier shall, and shall procure that its subcontractors shall, maintain a true and correct set of records including personnel records relating to all aspects of their performance of the Contract and all transactions related to the Contract. For the avoidance of doubt, such records shall include but are not limited to:
- (a) all necessary information for the evaluation of claims or variations;
 - (b) management accounts, information from management information systems and any other management records;
 - (c) accounting records (in hard copy as well as computer readable data);
 - (d) subcontract files (including proposals of successful and unsuccessful bidders, bids, rebids etc);

- (e) original estimates;
 - (f) estimating worksheets;
 - (g) correspondence;
 - (h) variation and claims files (including documentation covering negotiated settlements);
 - (i) general ledger entries detailing cash and trade discounts and rebates;
 - (j) commitments (agreements and leases) greater than £5,000;
 - (k) detailed inspection records;
 - (l) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against BAFO pricing and project plans, in each case which have not already been provided to the Company; and
- 

- 4.2 The Supplier agrees, and shall procure that its subcontractors agree, to retain all such records in such a manner as the Company may reasonably instruct for a period of not less than twelve (12) years after completion of performance under the Contract. In the absence of specific instructions as to the method of storage, the Supplier shall retain its records in an orderly and logical fashion.
- 4.3 The Company and its authorised representatives and any party legally authorised to inspect any part of the Underground Network shall have the right to inspect and audit any of the records referred to in Clause 4.1 at any time during the period referred to in Clause 4.2.
- 4.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (a) granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;
 - (b) granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - (c) making any contracts and other documents and records required to be maintained under the Contract available for inspection;

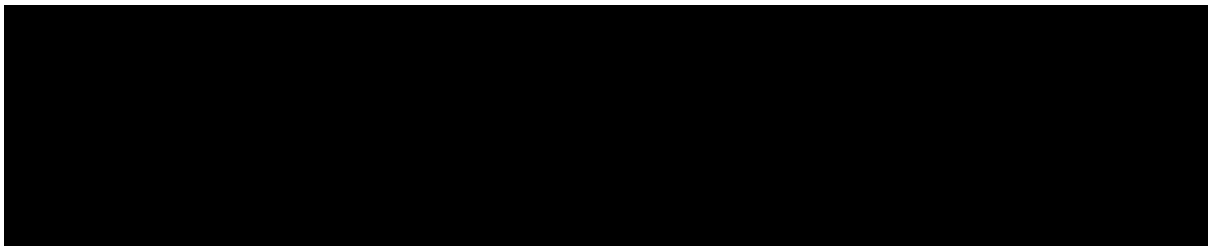
- (d) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies; and
- (e) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract.

4.5 The Supplier shall maintain an effective and economical programme for monitoring and maintaining product quality, planned and developed in conjunction with any other functions of the Supplier necessary to satisfy the Contract requirements.

4.6 The Supplier shall permit the Company's authorised representatives, access and facilities (as required and when notified) for the purpose of systems and product quality audits including but not limited to access to documentation showing results of testing and inspection, certificates of conformance and safety-related documents. The Supplier shall provide the Company with a copy of any or all of the records listed in Clause 4.1, free of charge within thirty (30) days of the Company's request for the same.

4.7 The Supplier shall, and shall ensure that any subcontractor or sub-supplier shall ensure that appropriate security systems are in place to prevent unauthorised access to, extraction of, or alteration to data, during any audit undertaken pursuant to the Contract

4.8



5 Company's Obligations

5.1 The Company shall pay the Supplier the Contract Price for the Goods and Services in accordance with the terms of the Contract.

5.2 Payment of the Contract Price shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under the Contract properly.

5.3 The Contract is not an exclusive arrangement and nothing in the Contract operates to prevent the Company from engaging any other organisation or person to supply goods and services similar to or the same as the Goods and Services.

6 Additional Goods and Services

The Company may, at any time during the term of the Contract, request the Supplier to provide a quotation for the supply of Additional Goods and/or Additional Services in accordance with the Contract Variation Procedure and Schedule 2 (Prices). If a Variation Order is made in respect of such Additional Goods and/or Additional Services, Schedule 1 shall be amended to include such Additional Goods and/or Additional Services, the Expected Delivery Date and/or Completion Date and the Contract Price.

7 Variation

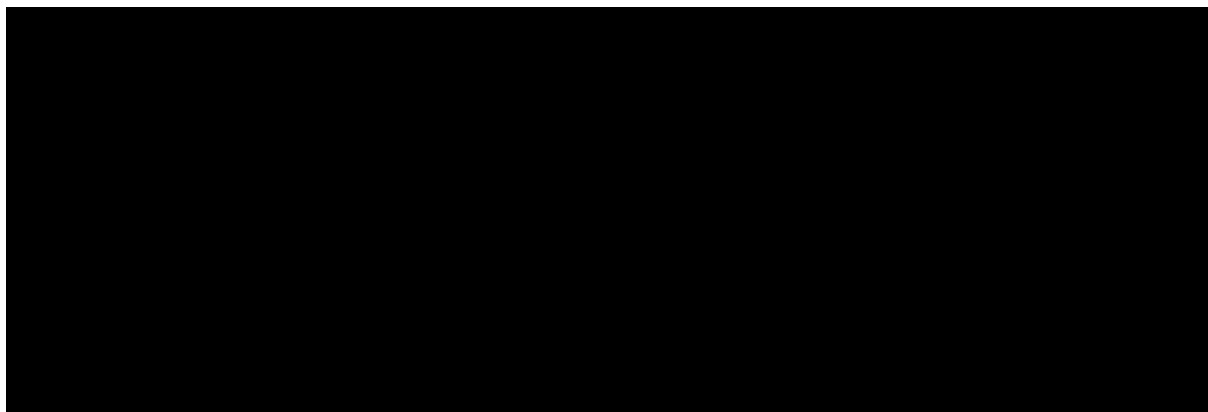
7.1 Unless the parties agree otherwise in writing, any variation to the Contract shall be made under the Contract Variation Procedure.

7.2 The Supplier shall not proceed to implement any variation unless there has been a Variation Order.

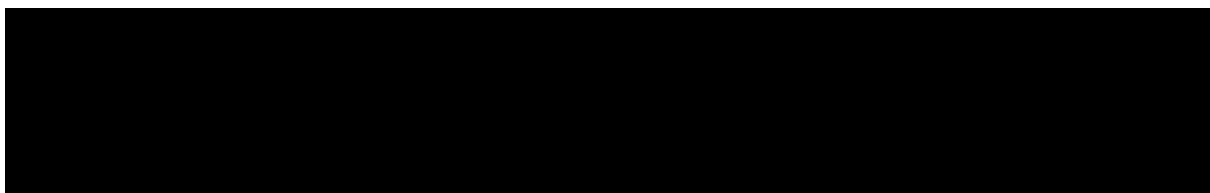
8 Price and Payment

8.1 The Supplier shall submit an application for payment to the Company's Representative according to the rates and prices set out in Schedule 2 for the relevant portion of the Contract Price (a "**Payment Application**") in respect of the Goods after the Delivery Date of such Goods. If (as the case may be) the Goods are to be delivered in instalments, the Supplier shall submit a Payment Application for the relevant portion of the Contract Price to the Company's Representative after the Delivery Date of each instalment.

8.2



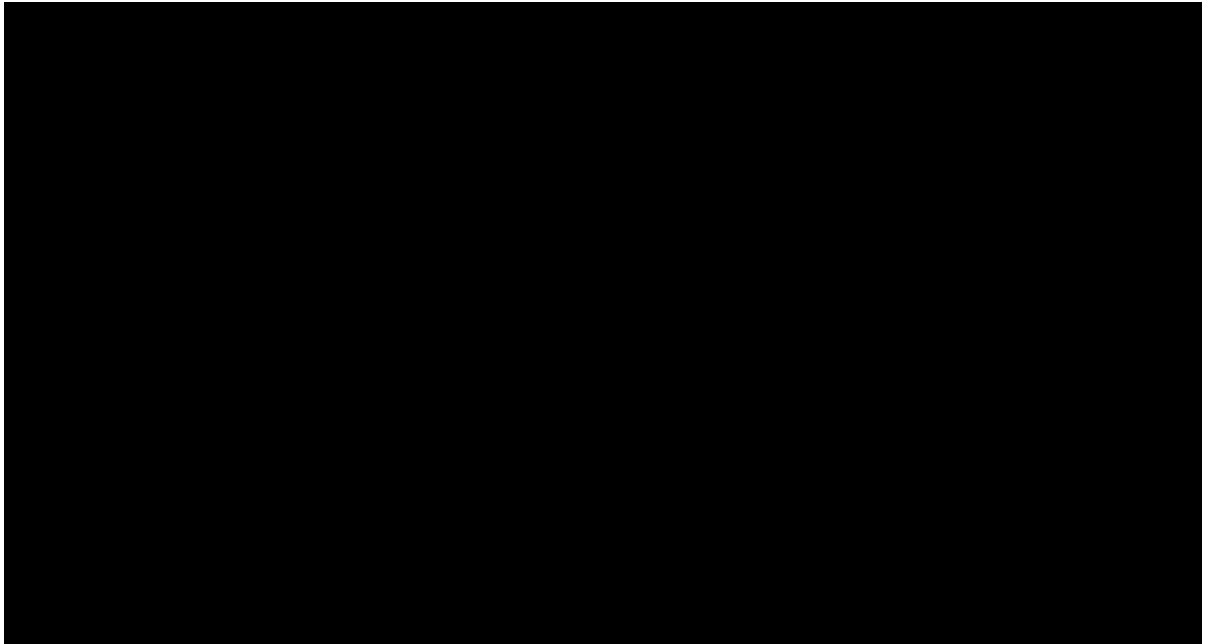
8.3



8.4 The payment shall become due for the purposes of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and

Construction Act 2009 ("**HGCRA**") on the date on which the Company's Representative receives the Payment Application.

8.5



8.6 Within six (6) days of receipt of a Payment Certification the Supplier shall issue a VAT invoice for the amount stated in that Payment Certification to the Company. The Supplier shall submit any VAT invoice as a PDF Invoice by email to the email address in Schedule 1. The Supplier shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file.

8.7 The final date for payment ("**Final Date for Payment**") shall be ten (10) days after the date on which the Company's Representative received the applicable VAT invoice.

8.8 Subject to Clause 8.9 and Clause 8.10, the Company shall pay the Supplier the sum re [REDACTED] to in the Company's Representative's Payment Certification pursuant to Clause **Error! Reference source not found.** (the "**Notified Sum**") on or before the Final Date for Payment.

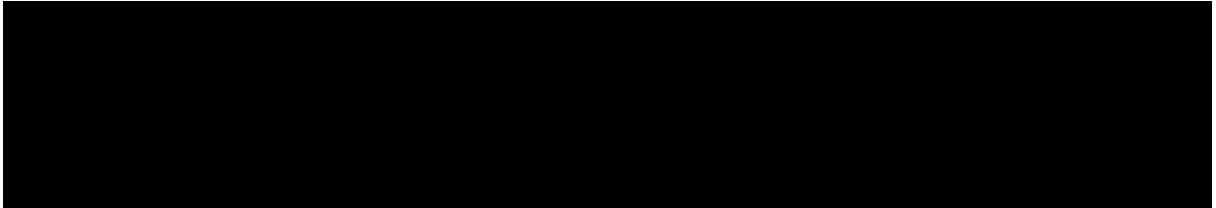
8.9 If the Company intends to pay less than the Notified Sum the Company or the Company's Representative (as the case may be) should notify the Supplier in writing not later than one (1) day prior (the "**Prescribed Period**") to the Final Date for Payment of:

- (a) the amount (if any) that it considers to be due on the date the notice is served and the basis upon which that sum is calculated; or
- (b) if there is more than one basis, each basis and the amount attributable to it.

It is immaterial for the purposes of this Clause 8.9 that the amounts referred to in Clause 8.9(a) or Clause 8.9(b) may be zero. Where a notice is given under this Clause 8.9, the Company's obligation

to pay the Notified Sum under Clause 8.8 applies only in respect of the sum specified pursuant to this Clause 8.9.

8.10



8.11 The Contract Price shall be fixed and inclusive of all expenses and disbursements including, but not limited to, the costs incurred in delivering the Goods to the Delivery Address. The Contract Price for the Goods and Services shall only be changed in accordance with the Contract Variation Procedure.

8.12 The Contract Price shall not include VAT and, to the extent that such VAT is properly chargeable, it shall be charged at the rate in force on the date of the Payment Application and will be shown as a separate item on all Payment Applications.

8.13 In addition to any other rights of the Company whether at law or equity under this Contract, whenever under or arising out of this Contract or any other contract between the Company and the Supplier

(a) any sum of money is recoverable from or payable by the Supplier; or

(b) any Losses are reasonably and properly owed to, or incurred by, the Company, or any member of the TfL Group

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

8.14 All Payment Applications shall clearly show the Contract Reference Number and any associated Variation Order. Supporting documentary information shall be submitted to the Company's Representative for all Payment Applications submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to all such Payment Applications and the Supplier shall provide such information as is reasonably required.

8.15 All sums payable to the Company by the Supplier under the Contract shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.

- 8.16 The Company shall be entitled to the Supplier's standard discount for prompt payment.
- 8.17 The Supplier agrees that if at any time during the Initial Period it supplies any Goods to a comparable customer for less than the Contract Price, it shall reduce the relevant rates and prices to match the lower price for so long as the lower price is available (but for no longer) and shall refund the Company the difference between the Contract Price and the lower price in respect of its purchases of the Goods after the Supplier began charging the lower price. For the purposes of this Clause 8.17, 'comparable' means a customer that purchases products in substantially similar volumes as the Company on broadly similar terms and conditions.
- 8.18 The Company calculates the Volume Discount annually by applying the relevant Volume Discount Percentage to the Aggregated Annual Spend. The Company issues an invoice to the Supplier for the Volume Discount. The Supplier pays the Volume Discount to the Company within 30 days of receipt of the invoice.
- 8.19 No payment made by the Company will indicate or be taken to indicate the Company's acceptance or approval of any part of the Goods delivered or Services performed or of any act or omission of the Supplier or will absolve the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Contract or otherwise.

9 Delivery of Goods

- 9.1 The Goods shall be delivered by the Supplier to the Company on the Expected Delivery Date at the Delivery Address. The Supplier shall be responsible for, and shall comply with all reasonable instructions of the Company with regard to, the unloading of the Goods. The Company shall be under no obligation to accept partial delivery of an order.
- 9.2 The time of delivery of the Goods shall be of the essence of the Contract.
- 9.3 If the Goods are not supplied on the Expected Delivery Date then, without limiting any other remedy, the Company shall be entitled to deduct from the price payable for such Goods or to claim from the Supplier by way of Liquidated Damages for delay the amount stated in Schedule 1 for the period of delay stated in Schedule 1 up to a maximum of the percentage stated in Schedule 1 of the price payable for such Goods. The Company shall not be entitled to deduct such amount from the price payable for such Goods or to claim such amount from the Supplier by way of Liquidated Damages for delay to the extent that the delay is due to (i) a default or other act of prevention of the Company, its agents, employees or contractors (other than the Supplier) or (ii) a Force Majeure Event, or (iii) a Permitted Delay Event.

- 9.4 The Supplier accepts that the amount of Liquidated Damages under the Contract constitutes a genuine pre-estimate of the loss that would be suffered by the Company as a result of the Supplier's failure to achieve the Expected Delivery Date.
- 9.5 The Goods shall be properly packed and secured in such a manner as to reach the Delivery Address in good condition and otherwise in a condition which fully complies with the requirements of the Contract.
- 9.6 The Supplier shall provide a detailed delivery note stating the Contract Reference Number and giving full particulars of the Goods to be supplied (the "**Delivery Note**"). A copy of the Delivery Note shall be delivered with the Goods and be sent by facsimile to the Company on the Delivery Date in accordance with Clause 40.
- 9.7 If for any reason the Company is unable to accept delivery of the Goods on or after the Expected Delivery Date, the Supplier shall store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until the Delivery Date, and the Company shall be liable to the Supplier for the reasonable cost (including insurance) of its so doing.
- 9.8 In the event that all or any of the obligations of the Supplier under the Contract to pay Liquidated Damages are held to be unenforceable, the Supplier agrees to pay the Company damages in respect of all actual Losses suffered by the Company due to the circumstances in respect of which Liquidated Damages would have been payable if the relevant obligation had been enforceable including, without limitation, loss of profit, loss of use, loss of revenues, loss of production and loss of savings. The damages payable by the Supplier in accordance with this Clause 9 shall not exceed the amounts which would have been payable if the relevant obligation(s) to pay Liquidated Damages had been enforceable save where such obligation(s) are held to be unenforceable as a result of any argument or proceedings raised or brought by the Supplier that such obligation(s) are unenforceable, in which case the amount of such damages shall be unlimited.
- 9.9 The Supplier will not, and will ensure that neither its subcontractors, suppliers nor any other person will have, a lien, charge or encumbrance on or over any of the Goods which are vested in the Company under Clause 16.2 for any sum due to the Supplier or its subcontractors, suppliers or other persons and the Supplier shall take all reasonable steps as may be necessary to ensure that the title of the Company and the exclusion of any such lien charge or encumbrance are brought to the notice of subcontractors and other persons dealing with any such Goods.
- 9.10 The Company shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Company elects not to accept such over-delivered Goods it shall be entitled to give notice in writing to the Supplier to remove them. Within 7 days of receipt by the Supplier of such notice the Supplier shall remove the excess and refund to the Company any expenses incurred by the Company as a result of such over-delivery (including but not limited to

the costs of moving and storing them) failing which the Company shall be entitled to dispose of such Goods and to charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier until they are collected by or on behalf of the Supplier or disposed of or purchased by the Company, as appropriate

- 9.11 Notwithstanding Clause 9.6 the Company may revise the Delivery Note by providing the Supplier with not less than one (1) day's notice of the revised Expected Delivery Date (the "Revised Delivery Note").

10 Failure to Supply the Goods

- 10.1 Without prejudice to any other right or remedy of the Company under this Contract or general law and its rights under Clause 20, if the Supplier fails to supply the Goods or any part to the Company's satisfaction the Company may give the Supplier at least seven (7) days' notice in writing (except in an emergency when no notice need be given) requiring the Supplier to remedy such failure.
- 10.2 If the Supplier fails to comply with the requirements of the Company specified in such notice the Company shall be entitled to perform or procure the supply of the Goods or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 10.1 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.
- 10.3 For the purposes of Clause 10.1 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under Clause 10.1 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under Clause 10.1.

11 Failure to Perform the Services

- 11.1 If the Supplier has not performed the Services in accordance with the terms of the Contract, without prejudice to any other rights the Company shall have under the Contract, the Company shall be entitled to require the Supplier to carry out such work as is necessary to rectify its non-performance which where necessary shall include re-performing the Services within the time period that the Company shall specify.
- 11.2 Without limiting any other remedy, if the Supplier fails to comply with the requirements of Clause 11.1, the Company shall be entitled to perform or procure the performance of the Services or part

thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 11.2 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.

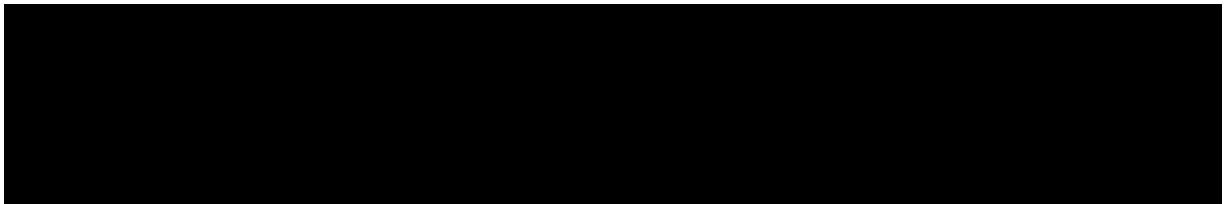
- 11.3 For the purposes of Clause 11.2 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under Clause 11.2 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under Clause 11.2.

12 Access and Time for Performance of the Services

- 12.1 The Company shall give the Supplier access to the parts of the Underground Network required for the performance of the Services in accordance with the provisions of this Clause 12.
- 12.2 Subject to the provisions of Clause 11, the Company shall use reasonable endeavours to give access to such parts of the Underground Network to the Supplier on the dates and times on which it has stated that it requires such access in accordance to the approved programme.
- 12.3 The Supplier acknowledges that the Company does not guarantee uninterrupted or exclusive possession to any parts of the Underground Network and that its access to some parts of the Underground Network may be limited in accordance with the Contract.
- 12.4 Where the Supplier requires access to the Underground Network to carry out the Services, it shall:
- (a) apply for access at the earliest available opportunity; and
 - (b) provide the Company's Representative without delay with such additional information as the Company's Representative may reasonably require in respect of the Supplier's access requests.
- 12.5 The Company shall confirm access bookings in accordance with this Clause 12. The Company does not warrant or guarantee to the Supplier that such access will be granted. If any request for access is rejected, the Company shall advise the Supplier and agree with the Supplier alternative dates for resubmission. The rejection of an access request shall not entitle the Supplier to an extension of time.

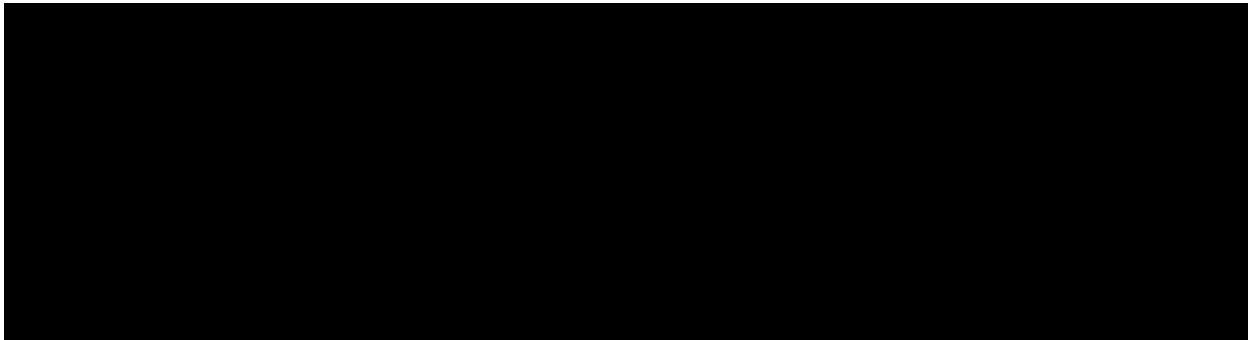
- 12.6 If the Supplier fails to apply for access in accordance with this Clause 12, the Company shall not be liable for any delays or costs arising and the Supplier shall be responsible for any failure to comply with the terms of the Contract.
- 12.7 The Supplier shall as soon as practicable, take all steps to avoid, overcome or minimise the cancellation or alteration of approved access.
- 12.8 If the Supplier fails to use any booked access, for whatever reason, it shall within twenty-four (24) hours report each instance to the Company's Representative setting out all details including the part of the Underground Network affected, the duration of any delay and the reasons for the delay or cancellation so far as the Supplier is aware.
- 12.9 The Supplier shall ensure that all booked access is used efficiently with minimal disruption and disturbance to others or damage to the Underground Network. The Supplier shall make good any such damage at its own cost at the earliest opportunity and to the reasonable satisfaction of the Company's Representative.
- 12.10 The Supplier shall indemnify and keep indemnified the Company in respect of any claims by third parties relating to the disruption, delay or cancellation of their access due to the actions or omissions of the Supplier.
- 12.11 Prior to returning any part of the Underground Network to the Company at the end of any period of booked access, the Supplier shall clear away and remove all of its facilities, plant, equipment, rubbish and surplus goods and materials and shall leave that part of the Underground Network in a clean and workmanlike condition to the satisfaction of the Company's Representative.
- 12.12 If the Supplier fails to comply with the requirements of Clause 12.11 within such reasonable time as may be allowed by the Company's Representative, then the Company may dispose of those items as the Company sees fit and at the Supplier's cost, which cost if met by the Company shall become a debt due from the Supplier to the Company and is deductible or recoverable by the Company from any monies due or which may become due to the Supplier under this Contract.
- 12.13 Where the Supplier is denied booked access to any part of the Underground Network, through no fault of the Supplier, the Supplier shall be entitled to an extension of time in accordance with Clause 23.2.

12.14



12.15 The Supplier shall ensure that the Services are satisfactorily completed in accordance with any agreed Programme and by the Completion Date. The time of the performance of the Services shall be of the essence of the Contract.

12.16



12.17 The Supplier shall ensure that the Services are satisfactorily completed by the Completion Date. If the Services are not performed by the Completion Date then, without limiting any other remedy, the Company shall be entitled to deduct from the price payable for such Services or to claim from the Supplier by way of Liquidated Damages for delay the amount stated in *Schedule 1* for the period of delay stated in *Schedule 1*. The Company shall not be entitled to deduct such amount from the price payable for such Services or to claim such amount from the Supplier by way of Liquidated Damages for delay to the extent that the delay is due to (i) a default or other act of prevention of the Company, its agents, employees or contractors (other than the Supplier) or (ii) a Force Majeure Event or (iii) a Permitted Delay Event.

12.18 The Supplier accepts that the amount of Liquidated Damages under the Contract constitutes a genuine pre-estimate of the loss that would be suffered by the Company as a result of the Supplier's failure to perform the Services by the Completion Date.

12.19 In the event that all or any of the obligations of the Supplier under the Contract to pay Liquidated Damages are held to be unenforceable, the Supplier agrees to pay the Company damages in respect of all actual Losses suffered by the Company due to the circumstances in respect of which Liquidated Damages would have been payable if the relevant obligation had been enforceable including, without limitation, loss of profit, loss of use, loss of revenues, loss of production and loss of savings. The damages payable by the Supplier in accordance with this Clause 11 shall not exceed the amounts which would have been payable if the relevant obligation(s) to pay Liquidated Damages had been enforceable save where such obligation(s) are held to be unenforceable as a result of any argument or proceedings raised or brought by the Supplier that such obligation(s) are unenforceable, in which case the amount of such damages shall be unlimited.

13 Supplier Performance

- 13.1 On the date that the Company's Representative receives the first Payment Application and every 4 weeks after that date, the Company assesses the Supplier's performance under the Contract in accordance with Schedule 11.
- 13.2 The Company shall have the right to:
- (a) abate the Supplier for failure to meet the key performance indicators stated in Schedule 11; and
 - (b) use the escalation process stated in Schedule 11 to rectify any unsatisfactory performance by the Supplier in its performance of the Contract or any failure by the Supplier to meet the performance standards set out in Schedule 11.

14 Work on Company's Sites

- 14.1 During the term of the Contract, the Supplier shall:
- (a) ensure that Supplier Personnel are competent, properly trained and supervised and hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards;
 - (b) ensure that all Supplier Personnel working on the Company's or third parties' sites comply with the sites' local safety arrangements and undergo any relevant induction or training necessary and comply with all reasonable instructions of the Company or third party;
 - (c) notwithstanding the terms of Clause 14.1(d), accept full responsibility for its subcontractors and ensure that such subcontractors adhere to the terms and conditions of the Contract;
 - (d) supply the Company with a list of all personnel working on the Company's or third parties' site and notify the Company in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;
 - (e) ensure that no Supplier Personnel use the Company's or a third parties' site equipment without the prior written consent of the Company or the relevant third party;
 - (f) carry out the Services in such a manner as not to endanger or interfere in any way with the railway, the Company or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in the Contract and any further instructions, rules and regulations which it may from time to time receive from the Company's Representative for

the working, protection and return of the railway or for the protection of persons on or adjacent to the railway; and

- (g) attend the Company or any third party in order to advise on the effects of the Supplier's actions or proposed actions in respect to the Services on the integrity and/or functionality of any other aspect of the railway.

- 14.2 Without prejudice to Clauses 14.1(a) to (g) the parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under the Contract.

15 Free Issue Materials

- 15.1 In the event of the Company supplying Free Issue Materials to the Supplier the cost of which has been included in calculating the Contract Price, the Contract Price shall be reduced by the amount included in the Contract Price for the materials which have been replaced by such Free Issue Materials.
- 15.2 Any Free Issue Materials supplied by the Company to the Supplier shall remain the property of the Company and the Supplier shall ensure that all Free Issue Materials are properly labelled as the property of the Company and are kept separate from and not mixed with any materials owned or in the possession of the Supplier or with any materials supplied to it by third parties.
- 15.3 The Supplier shall properly store all Free Issue Materials and other property of the Company whilst the same are in the Supplier's possession and protect the same from damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the same from any cause. The Supplier shall be liable for all loss thereof or damage to such Free Issue Materials and other property of the Company whilst the same are in the Supplier's possession or in the possession of any subcontractor of the Supplier except where such loss or damage is solely due to any negligent act or omission of the Company or its employees.

16 Risk and Ownership

- 16.1 Risk of damage to, or loss of, the Goods shall pass to the Company upon counter-signature by the Company of the Delivery Note. If the Company serves a Rejection Notice under Clause 17.2, risk of damage to and loss of the Goods shall pass to the Supplier on the earlier of the date that the Supplier removes the Goods from the Delivery Address (or such other address as the Company shall specify under Clause 17.3) or the date falling three (3) days after the receipt by the Supplier of the Rejection Notice.

- 16.2 The Supplier shall, without further act, pass title to the Goods, with full title guarantee to the Company, upon the Delivery Date.

17 Inspection of the Goods

- 17.1 Following delivery by the Supplier to the Company of the Goods the Company shall inspect the Goods.
- 17.2 If, following the inspection referred to in Clause 17.1, the Goods do not comply with the terms of the Contract, including but not limited to, conforming to the Specification and being fit for the purpose for which they are intended, without prejudice to any rights or remedies the Company may have against the Supplier, whether under the Contract or otherwise, the Company may by notice in writing (the “**Rejection Notice**”) to the Supplier reject all or any part of the Goods (the “**Rejected Goods**”).
- 17.3 The Rejection Notice shall specify the reason for the rejection of the Rejected Goods. Within seven (7) days of receipt of the Rejection Notice, the Supplier shall remove such Rejected Goods at its risk and expense from the Delivery Address or such other address as the Company shall specify in the Rejection Notice and shall at the Company's option:
- (a) replace such Rejected Goods with Goods which conform in all respects with the Contract within five (5) Working Days; or
 - (b) if an application for payment has been submitted or payment made for the Rejected Goods, issue a credit note in respect of that application or refund the payment (as applicable); and
 - (c) pay the Company's Losses resulting from the Supplier's delivery of Goods that were not in conformity with the terms of the Contract.
- 17.4 The Company's rights and remedies under this Clause 17 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979.
- 17.5 If the Supplier fails to promptly replace Rejected Goods in accordance with Clause 17.3(a), the Company may, without affecting its rights under Clause 17.3(c), obtain substitute goods from a third party supplier, or have the Rejected Goods repaired by a third party, and the Supplier shall promptly reimburse the Company for the costs it incurs in doing so.
- 17.6 The Goods shall conform in all respects with any sample approved by the Company and in the absence of a sample; all the Goods provided shall be within the normal limits of industrial quality.

18 Warranty

- 18.1 Without prejudice to any rights or remedies the Company may have against the Supplier whether under the Contract or otherwise, the Supplier shall without delay, upon a request by the Company to do so, replace or (at the Company's option) repair all Goods in which a Defect has occurred or is likely to occur in the reasonable opinion of the Company, provided that such request is made during the Warranty Period. Any replacement Goods shall comply in all respects with the terms of the Contract and shall conform to the Specification and shall be fit for the purpose for which they are intended.
- 18.2 For the avoidance of doubt, where Goods are replaced or repaired in accordance with this Clause 18, such repaired Goods or replacement Goods shall be re-delivered to the Company in accordance with the terms of the Contract and the provisions of Clauses 9, 16 and 17 shall apply to such re-delivered Goods. The Warranty Period for these purposes shall commence on the date that the Supplier delivers the Goods in accordance with Clause 9 or, where applicable, re-delivers the Goods in accordance with this Clause 18.
- 18.3 The Supplier shall use all reasonable endeavours to procure for the Company the benefit of such warranties and other rights as are conferred on the Supplier in relation to Defects in such part or parts of the Goods which are not manufactured by the Supplier.

19 Intellectual Property Rights

Existing Contracts

- 19.1 This Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

Vesting of Intellectual Property Rights created under this Contract

- 19.2 All Intellectual Property Rights created wholly or mainly in connection with the performance of, or in order to perform, the Contract shall vest in the Company. The Supplier shall procure that each of its subcontractors (of any tier) or other third party shall assign such Intellectual Property Rights to the Company.

Ownership of the Supplier's Intellectual Property Rights

- 19.3 Without prejudice to Clause 19.2, all Intellectual Property Rights owned by the Supplier or its subcontractors (of any tier) or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 19.2 shall remain or be vested in the Supplier, its subcontractors (of any tier) or other third party (as the case may be).

Company's Licence to use the Supplier's Intellectual Property Rights

- 19.4 The Company shall have and the Supplier hereby grants and procures that its subcontractors (of any tier) or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-license such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 19.3 for the purposes of:
- (a) understanding the Goods and Services;
 - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Goods and Services;
 - (c) extending, interfacing with, integrating with, connecting into and adjusting the Goods and Services;
 - (d) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the Underground Network;
 - (e) executing and completing the provision of the Goods and Services; and
 - (f) enabling the Company to perform its function and duties as Infrastructure Manager and Operator of the Underground Network.

Provision of Supporting Documentation and Other Materials

- 19.5 The Supplier shall:
- 19.5.1 promptly, and in any event by no later than such date as the Company may notify to the Supplier, provide at no charge to the Company, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or subcontractors (of any tier) or other third party's possession or control (or which ought reasonably to be in the Supplier's or subcontractors (of any tier) or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 19.2, 19.3 and 19.4 above; and
 - 19.5.2 keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less than every three months) integrity testing of the same and provide written evidence of such testing to the Company at regular intervals and in any event upon the Company's request.

Company's Rights of Retention

- 19.6 If the Supplier has not complied with its obligations under Clause 19.5.1, the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under this Contract until the Supplier has complied with its obligations under Clause 19.5.1.

Company's Rights to the Software

- 19.7 If the Supplier or any of its subcontractors providing software for incorporation into or operation of the Goods and/or as part of the Services stops trading, is subject to an insolvency event equivalent to any of those events set out in Clause 20.1 (including their equivalent in any jurisdiction to which the Supplier or any of its subcontractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of this Contract then the Supplier, at no charge to the Company, shall use its best endeavours to transfer or procure the transfer to the Company of all Intellectual Property Rights in that software.

Company's Rights in relation to Other Procurement Activities

- 19.8 For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 19.5 above and anything in which the Intellectual Property Rights referred to in Clauses 19.2, 19.3 and 19.4 subsist for the purposes of inviting tenders or of procuring goods and/or services the same as or similar to the Goods and/or Services for the carrying out of any activities in connection with the licence under Clause 19.4 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

19.9 *Supplier's Indemnity against Third Party Intellectual Property Rights Infringement*

19.9.1 The Supplier shall indemnify and hold harmless the Company and any member of the TfL Group against any actions, claims, losses, demands, costs, charges or expenses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights belonging to any subcontractor (of any tier) or other third party and against all costs and damages of any kind which the Company may incur in connection with any actual or threatened proceedings before any court or arbitrator or any other dispute resolution forum. If required by the Company the Supplier shall conduct negotiations with any subcontractor (of any tier) or other third party and/or a defence in relation to any action, claim or demand referred to herein on behalf of the Company.

19.9.2 In the event of a claim of infringement of any Intellectual Property Rights the Supplier shall use all reasonable endeavours to make such alterations or adjustment to the Goods and/or method of providing the Services as may be necessary to ensure that the use and provision of the Goods and Services continues in spite of such claim.

Ownership of the Company's Intellectual Property Rights

- 19.10 Intellectual Property Rights in all documentation and in all other material and items supplied by the Company to the Supplier in connection with the Contract shall remain vested in the Company or the person owning such rights at the time the documentation, material or items were supplied. The Supplier shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Company the rights referred to in this Clause.

Company's Intellectual Property Rights

- 19.11 Supplier's Licence to the Company's Intellectual Property Rights

The Company hereby grants the Supplier a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Company (including for the avoidance of doubt the Corporate IPRs as such term is defined in Clause 19.12 which are required by the Supplier for the purposes of providing the Goods and Services. Such licence is granted for the duration of the Contract solely to enable the Supplier to comply with its obligations under the Contract and is conditional upon the Supplier using such Intellectual Property Rights in accordance with Applicable Laws and Standards and such other quality standards as the Company may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by the Company may be used in conjunction with any other trade marks without the prior written consent of the Company.

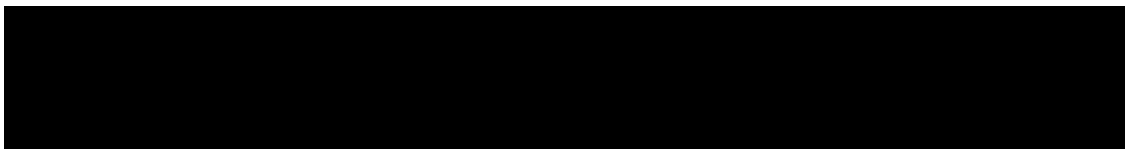
19.12 Corporate IPRs

20 Termination and Suspension

- 20.1 The Company may terminate the Contract immediately by notice in writing to the Supplier if:
- (a) the Supplier commits a breach of the Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;
 - (b) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
 - (c) any limit on the Supplier's liability to pay Liquidated Damages is reached or exceeded; or
 - (d) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under the Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency

Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, monitor, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(e)



(f) a breach of the Supplier's obligations under Clause 30, Clause 47 or Clause 52.8; or

(g) the Supplier has, at the date of this Contract, been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with those Regulations or Regulation 80(2) of the Utilities Contracts Regulations 2016 (without prejudice to the Company's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016);

(h) the Supplier fails to comply in the provision of the Goods and/or Services with legal obligations in the fields of environmental, social or labour law or,

(i) the Company becomes entitled to terminate in accordance with the escalation procedure set out in *Schedule 11*.

20.2 Without prejudice to Clause 20.1, the Company shall have the right:

(a) to terminate the Contract at any time by giving notice of not less than thirty (30) days to the Supplier in writing; or

(b) at any time to require the Supplier to suspend the provision of the Goods and/or Services by giving notice in writing (a "**Suspension Notice**") to the Supplier.

20.3 Without prejudice to the Company's right to terminate the Contract under Clauses 20.1 or 20.2 or at common law, the Company may terminate the Contract at any time following a Declaration of Ineffectiveness or a Public Procurement Termination Event in accordance with the provisions of Clause 52.1.

20.4 In the event that the Company terminates the Contract for any reason under this Clause 20, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under the Contract or under general law, at the Company's option:

- (a) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or documentation which are the property of the Company; and
- (b) permit the Company to place an order for the remaining Goods (or equivalent goods) and Services with any other person or persons or complete the provision of such Services by its own workmen; and
- (c) promptly return to the Company any equipment, goods or documentation which are the property of the Company and of which the Supplier or any of its subcontractors have possession.

In either such case, the Company shall be entitled to retain those Goods and the benefit of any part of the Services already provided by the Supplier in accordance with the Contract, at the material time.

20.5 In the event that the Contract is terminated, other than where the Company terminates the Contract under Clause 20.1(e), the liability of the Company shall be limited to payment to the Supplier for those Goods and Services provided in accordance with the Contract up until the date of such termination.

20.6 Following a termination in accordance with Clause 20.1 (but not a termination in accordance with Clause 20.2(a)) the Supplier shall be liable to the Company for

- (a) any Losses of whatever nature arising out of or in connection with the relevant breach; and
- (b) where the Company exercises its rights under Clause 20.4(b) and in so doing incurs costs which are in excess of those which would have been incurred in relation to the due provision of the Goods and Services under the Contract by the Supplier ("**Excess Costs**"), such Excess Costs.

20.7 In the event that the Contract is suspended in accordance with Clause 20.2(b), the Supplier shall:

- (a) issue to the Company an application for payment in respect of those Goods and Services provided to the Company in accordance with the Contract up until the date of such suspension; and

- (b) not carry out any further work in connection with the provision of the Goods and Services until such time as the Company issues a notice lifting the suspension (a “**Notice to Proceed**”).

- 20.8 In the event that the Contract is suspended in accordance with Clause 20.2(b), and such suspension continues for a period of twenty-eight (28) days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further fourteen (14) days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.
- 20.9 In the event that the parties are unable to agree upon the variation requested under Clause 20.8, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 41.
- 20.10 Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination and in particular but without limitation the right to recover damages against the other party.
- 20.11 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then the Company may require the Supplier to exclude that individual from the provision of the Goods and Services with immediate effect and that individual may only resume the provision of the Goods and Services at the Company's absolute discretion.

21 Co-operation in Handover

- 21.1 The Supplier shall provide at no cost such reasonable assistance to the Company and to any third party nominated by the Company as the Company may require during the last six (6) months of the Contract and in the three (3) months after the Completion Date (or, in the case of earlier termination for any reason, the period of three (3) months from the effective Contract termination date) to facilitate the engagement of a successor supplier and/or the resumption by the Company of the provision of the Goods and Services and in such a manner so as not to unduly disrupt or hinder the Company's business
- 21.2 Without prejudice to the generality of Clause 21.1 above, the Supplier shall on or prior to the Completion Date transfer to the Company such Documentation relating to the Goods and Services or full copies thereof as the Company may request.

22 Indemnity and Insurance

22.1 The Supplier shall be liable for, and shall indemnify the Company, including any of its employees, servants, agents, subcontractors, directors and officers and members of the TfL Group on an after-tax basis against all Losses suffered or incurred by the Company or any relevant member of the TfL Group, arising from or in connection with the performance or non-performance of the Supplier under the Contract:

- (a) in respect of death or personal injury to any person;
- (b) in respect of loss of or damage to any property (including the Underground Network and any other property belonging to the Company or for which it is responsible);
- (c) arising out of or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Personnel; and
- (d) arising under the Company's contracts with third parties.

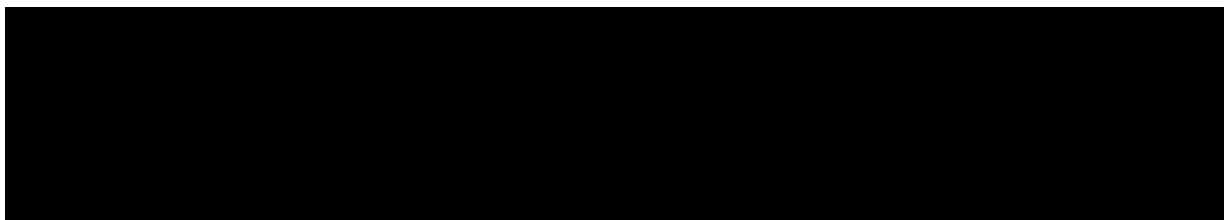
and shall, at its own cost on the Company's request, defend the Company in any proceedings involving the same.

22.2 The Supplier shall not be liable to indemnify the Company or any member of the TfL Group under the indemnity in Clause 22.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

22.3 The Supplier's indemnity under Clause 22.1 and all other indemnities under the Contract shall remain in force for the duration of the Contract and for the period of six (6) years after the Delivery Date and/or Completion Date or earlier termination of the Contract.

22.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 22.1, provided that an appropriate notice to withhold payment has been served by the Company on the Supplier.

22.5



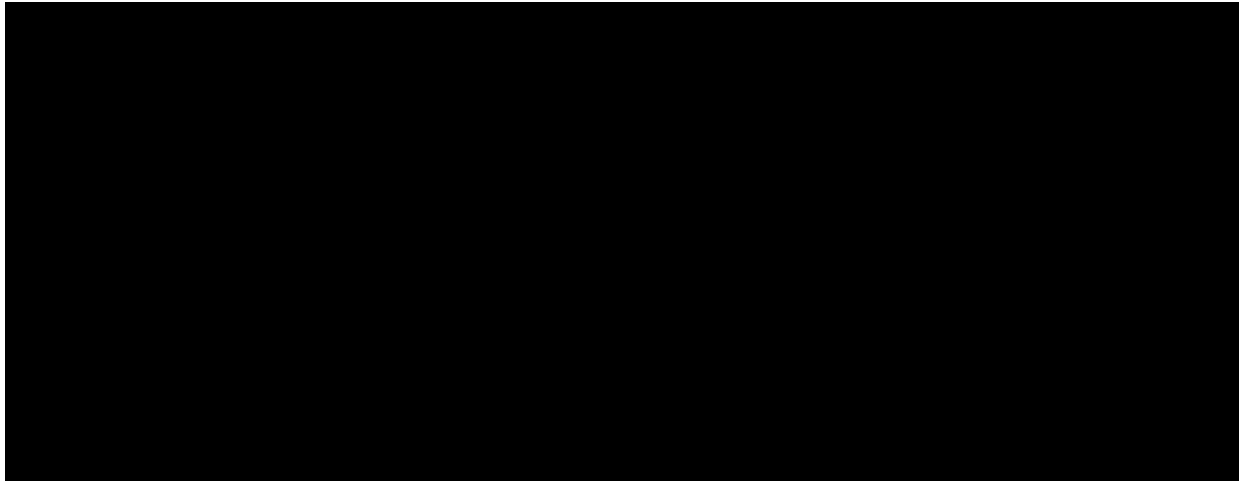
22.6 Without prejudice to the obligation to indemnify the Company set out in Clause 22.1, the Supplier undertakes to:

- (a) maintain at its own cost insurance which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made under such Act or any amendment or re-enactment thereof;
- (b) Maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £10,000,000 (ten million pounds) per claim or series of claims arising out of one event;
- (c) maintain at its own cost an adequate level of professional indemnity insurance commensurate with the risk and, where appropriate, being not less than £2,000,000 (two million pounds) in any 12-month period of insurance
- (d) maintain at its own cost an adequate level of "goods in transit" insurance sufficient to cover loss or damage to the property and Goods ie. The wagons being transported and, where appropriate, being not less than £250,000 per occurrence, in respect of the Supplier's liability for theft, loss or damage to property and Goods while in transit from one place to another or being stored during a journey;
- (e) maintain at its own cost product liability insurance in respect of the Supplier's liability for death or injury to any person, or loss or damage to any property arising out of its performance of the Contract in an amount not less than £10,000,000 (ten million pounds) in any 12-month period of insurance.
- (f) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed) and shall be maintained in force for a period not less than six (6) years after the delivery of the Goods and completion of the Services (whichever is the later);
- (g) ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the contract which they are contracted to fulfil; and
- (h) produce within seven (7) days of any reasonable request by the Company and in any event before the commencement of any Services or the provision of any of the Goods by the Supplier under the Contract satisfactory evidence confirming the existence of insurance in accordance with the terms of this Clause 22.6.

22.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 22.6.

- 22.8 If the Supplier fails to maintain the insurance policies as provided in this Clause 22.6, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

22.9



23 Force Majeure and Permitted Delay Events

23.1 *Force Majeure*

- (a) Neither party shall be in breach of its obligations under the Contract if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by any Force Majeure Event. If either party is unable to perform its duties and obligations under the Contract as a direct result of a Force Majeure Event, that party shall within one (1) Working Day of such event taking place give written notice to the other party specifying the event and the steps taken by it to minimise or overcome the effects of such event. The operation of the Contract shall be suspended during the period (and only during the period) in which the Force Majeure Event continues. Without delay upon the Force Majeure Event ceasing to exist the party relying upon it shall give written notice to the other of this fact. If the Force Majeure Event continues for a period of more than twenty-eight (28) days and substantially affects the abilities of the Supplier to perform its obligations under the Contract, the Company shall have the right to terminate the Contract immediately upon giving written notice of such termination to the Supplier.

23.2 *Permitted Delay Events*

- (a) If a delay is caused or either party can reasonably foresee delay occurring by reason of a Permitted Delay Event then the Supplier shall give notice to the Company's Representative

of the same and any claim for an extension of time to the Expected Delivery Date or Completion Date, within seven (7) days after the cause of any delay has arisen.

- (b) For the purposes of the Contract, the occurrence of one or more of the following shall constitute a “Permitted Delay Event”:
 - (i) any act of prevention, omission, default or neglect or breach by the Company of an express obligation under this Contract; or
 - (ii) any variation of the Contract under Clause 7;
 - (iii) any denial of access under Clause 12.13; or
 - (iv) the suspension of the Contract in accordance with Clause 20 (other than where the suspension is necessary by reason of default by the Supplier).
- (c) Where any delay in achieving the Expected Delivery Date or Completion Date arises, the Supplier shall be entitled to an extension to such Expected Delivery Date or Completion Date (either prospectively or retrospectively) but only to the extent that such delay is directly caused by a Permitted Delay Event that has a direct and material adverse effect on the Supplier’s ability to provide the Goods by the Expected Delivery Date or Completion Date and provided that the Supplier
 - (i) notifies the Company of the Permitted Delay Event in accordance with Clause 23.2 and subsequently provides such further information as the Company may reasonably require regarding the nature and likely duration of such event;
 - (ii) provides the Company with reasonable access to the Supplier’s premises or of its subcontractors for investigating the validity of the potential Permitted Delay Event;
 - (iii) uses its reasonable endeavours to mitigate the delay to the relevant Expected Delivery Date or Completion Date; and
 - (iv) shall not be entitled to an extension of time to the extent that the Permitted Delay Event was caused by or resulted from any act, omission, neglect, default or breach of this Contract by the Supplier or any Supplier Personnel.

24 Environmental Claims

- 24.1 The Supplier shall indemnify the Company against Losses and Remediation costs in respect of any Environmental Claims which may arise out of or by reason of the Supplier’s performance, non performance or part performance of the Contract to the extent that such Losses and Remediation

costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier or any Supplier Personnel.

- 24.2 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's site.
- 24.3 Where the Supplier discovers or suspects that the site has been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.
- 24.4 In the event that the Supplier commissions an environmental assessment, the Supplier shall use reasonable endeavours to procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.
- 24.5 The Supplier shall provide to the Company's Representative:
- (a) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to provide the Goods and Services (for the purposes of this Clause 24.5, the "**authorisations**");
 - (b) copies of any amendments to the authorisations;
 - (c) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and
 - (d) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

25 Safety

- 25.1 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.

25.2 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):

- (a) the provisions of the Company Contract QUENSH Conditions that are indicated as being applicable to the Contract in the QUENSH menu set out in the Specification (“**QUENSH**”) as amended from time to time; and
- (b) the Company’s drug and alcohol principles as amended from time to time.

25.3 Section 20.1.1 (Alcohol and drugs) of QUENSH shall apply to the Contract as if the term “LU Premises” means any of the Company’s property and/or where the Services are carried out and as if references to “LU” are references to the Company.

25.4 The Company may at its discretion carry out on the Supplier’s behalf any testing of the Supplier Personnel for drugs or alcohol which the Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

26 Construction (Design & Management) Regulations 2015

26.1 Not Used

26.2 Not Used

27 Independent Supplier

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier Personnel hold themselves out as, an agent of the Company. All personnel used by the Supplier in the performance of its obligations under the Contract shall be engaged by the Supplier, or any subcontractor or agent of the Supplier.

28 Supplier Personnel

TUPE

28.1 For the purposes of this Clause 28:

“**Current Service Provider**” means any person, company or other legal entity which on or before the Commencement Date employed or engaged any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company.

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

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

“Staff List” has the meaning set out in Clause **Error! Reference source not found.**;

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

“Subsequent Transferring Employee” means a person employed or engaged by the Supplier or relevant subcontractor from time to time in respect of any part of the supply of Goods and/or Services who would transfer (in whole or part) to a Replacement Employer by virtue of the Transfer Regulations on the expiry or termination of the Contract (or part of it);

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

“Transferring Employees” means those employees or workers of the Current Service Provider who transfer (in whole or part) or have the right to transfer (in whole or part) to the Supplier under the Transfer Regulations

- 28.2 The Supplier will comply and procure that its subcontractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Expected Delivery Date and/or Completion Date or earlier termination of the Contract.
- 28.3 When requested by the Company (but not more than twice in any 12 month period) and at any time during the last twelve (12) months of the Contract and/or during any period of notice terminating the Contract, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the

potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

- (a) an anonymised or pseudonymised list employees or workers (of the Supplier and its subcontractors) engaged in supplying the Goods and/or Services, their salaries, benefits (including pension entitlements) and other conditions of employment or engagement, ages and length of service (the “**Staff List**”);
- (b) the method of organisation of the employees or workers (of the Supplier and its subcontractors) engaged in supplying the Goods and/or Services and documentary evidence relating to such organisation;
- (c) the proposals for informing and consulting with affected employees or workers;
- (d) details of collective agreements and union recognition agreements; and
- (e) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier’s employees or workers or their representatives relating to the effect on such employees or workers of the expiry or termination of the Contract.

28.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 28 may be addressed. The Supplier will warrant that any information provided under Clause 28.3 is accurate, complete and not misleading, including any information supplied in relation to its subcontractors.

28.5 The Supplier will if requested notify the Company as soon as practicable and in any event within 5 days of the Supplier becoming aware of any additional or new information and any changes to any information already provided under Clause 28.

28.6 The Supplier agrees that the Company will be permitted to disclose any information provided to it under this Clause 28 in anonymised or pseudonymised form to any person who has been invited to tender for the provision of the Goods and/ or Services (or similar goods and/or services) and to any third party engaged by the Company to review the provision of the Goods and/ or Services and to any Replacement Supplier.

28.7 The Supplier will not and will procure that its subcontractors will not in the six months prior to the expiry or termination of the Contract (or, where notice of termination is given of less than six months, during any such period of notice) without the Company’s prior written consent:

- (a) re-organise or substantially alter the number or method of organisation (including proportion of working time spent) or identity of the employees or workers engaged in supplying the Goods and/or Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees or workers engaged in providing the Goods and/or Services or to the expected expiry or termination of the Contract, or
- (b) make any increase to the salaries or any change to the terms and conditions of employment or engagement of the employees or workers engaged in the provision of the Goods and/or Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant subcontractor's business and are not related to the expiry or termination of the Contract (either because they are applied to all of the Supplier's or the relevant subcontractor's employees or workers, whether or not engaged in supplying the Goods and/or Services (or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees or workers engaged in the provision of the Goods and/or Services or to the expiry or termination of the Contract.

28.8 The Supplier will and will procure that any subcontractor will co-operate with the Company and any Replacement Employer in the orderly management of the transfer of employment or engagement of any Subsequent Transferring Employees.

28.9 The Supplier will and will procure that any subcontractor will provide the Company and any Replacement Employer with a final Staff List (the "Final Staff List") and staffing information relating to persons on that list not less than 28 days before any Subsequent Transfer Date, or if the Contract is terminated by the Company in accordance with Clause 21.1, 21.2 or 21.3, then the Final Staff List will be provided by the Supplier to the Company as soon as reasonably practicable and in any event no later than 14 days after the termination of the Contract.

28.10 The Supplier shall indemnify the Company and any Current Service Provider against all Relevant Claims and Liabilities arising from or related to:

- (a) any failure by the Supplier (or its subcontractors) to comply with the Transfer Regulations in relation to any Transferring Employee;
- (b) the employment or engagement or termination thereof by the Supplier (or its subcontractors) of any Transferring Employee or any person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier or its subcontractors;

- (c) any actual or proposed changes by the Supplier (or its subcontractors) to the terms and conditions or working conditions of any Transferring Employee which are alleged to be to their detriment;
- (d) the employment or engagement or termination thereof of any Supplier Personnel by the Supplier or its subcontractors.

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

- (a) any claim by a Subsequent Transferring Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment or engagement before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations;
- (b) any claim by any former or existing employee or worker of the Supplier or relevant Subcontractor (other than a Subsequent Transferring Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and
- (c) any claim or demand or other action taken against the Company or any Replacement Employer by any Subsequent Transferring Employee who continues to be employed or engaged in part by the Supplier after the Subsequent Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.
- (d) For the avoidance of doubt, the Supplier shall continue to have full liability for the matters set out in (a) – (c) above if it is held or alleged that: (i) the contract of employment or engagement of any of the Subsequent Transferring Employees does not transfer in its entirety to the Company and/or any Replacement Employer (and/or its/their Sub-Contractors) and/or (ii) liability for any such contract of employment or engagement of any such Subsequent Transferring Employees does not transfer in its entirety to the Company and/or any Replacement Employer (and/or its/their subcontractors).
- (e) In this Clause 28.11 “Relevant Claims and Liabilities” include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an

indemnity to the Replacement Supplier on the same terms set out in sub-clauses (a) - (c) above.

Key Personnel

- 28.12 The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the supply of the Goods and Services. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.
- 28.13 The Supplier agrees to inform the Company of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing their duties for a period of or periods aggregating thirty (30) days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.
- 28.14 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the supply of the Goods or Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform their role as soon as reasonably practicable and at least within seven (7) days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform their role as soon as reasonably practicable and in any event within twenty-eight (28) days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with their replacement to hand over to them for a period of seven (7) days or any shorter period agreed between the parties.
- 28.15 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company that a particular person should not become a member of Key Personnel.
- 28.16 The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

28.17 Not Used

29 Confidentiality

- 29.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Supplier and shall use such information only for the purpose of the performance of its obligations under the Contract.
- 29.2 On the Company's request, the Supplier shall, so far as is reasonably possible:
- (a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;
 - (b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and
 - (c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.
- 29.3 The Supplier shall ensure that all Supplier Personnel perform its obligations in Clauses 29.1 and 29.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by Supplier Personnel in breach of such obligations.
- 29.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by any Supplier Personnel and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against any such Supplier Personnel for such breach of confidence.
- 29.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, the Contract or the Goods and Services without the prior written consent of the Company.
- 29.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with the Contract or the Goods and Services, or any Dispute arising under or in connection with the Contract.
- 29.7 The provisions of Clauses 29.1 to 29.6 shall not apply:
- (a) to any information which is already in the public domain at the time of its disclosure other than by breach of the Contract; or

- (b) to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

29.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 29 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 29.

30 London Living Wage

30.1 For the purposes of this Clause 30, "Sub-contractor" means a sub-contractor (of any tier) of the Supplier.

30.2 The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Company's estate in the circumstances set out in Clause 30.3(a).

30.3 Without prejudice to any other provision of this Contract, the Supplier shall:

- (a) ensure that its employees and workers and procure that the employees and workers of its Sub-contractors engaged in the provision of the Goods and Services or performance of this Contract:

- (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- (ii) on the Company's estate including (without limitation) premises and land owned or occupied by the Company,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

- (b) ensure that none of:

- (i) its employees and workers; nor
- (ii) the employees and workers of its Sub-contractors,

engaged in the provision of the Goods and Services or performance of this Contract be paid less than the amount to which they are entitled in their respective contracts of employment;

- (c) provide to the Company such information concerning the London Living Wage as the Company or its nominees may reasonably require from time to time, including (without limitation):
 - (i) all information necessary for the Company to confirm that the Supplier is complying with its obligations under Clause 30; and
 - (ii) reasonable evidence that Clause 30 has been implemented;
- (d) disseminate on behalf of the Company to:
 - (i) its employees and workers; and
 - (ii) the employees and workers of its Sub-contractors,

engaged in the provision of the Goods and Services or performance of this Contract such perception questionnaires as the Company may reasonably require from time to time and promptly collate and return to the Company responses to such questionnaires; and

- (e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Supplier's employees and workers and any trade unions representing the Supplier's employees and workers;
 - (ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and workers and any trade unions representing the Sub-contractors' employees and workers,

in order to establish that the obligations in Clause 30.3(a) have been complied with.

30.4 For the avoidance of doubt the Supplier shall:

- (a) implement the annual increase in the rate of the London Living Wage; and
- (b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

- 30.5 The Company reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.
- 30.6 Without limiting the Company's rights under any other termination provision in this Contract, the Supplier shall remedy any breach of the provisions of this Clause 30 within four (4) weeks' notice of the same from the Company (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 30 following the Notice Period, the Company may by written notice to the Supplier immediately terminate this Contract.

31 Responsible Procurement

- 31.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act has directed TfL and its subsidiaries (including the Company) to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 31.2 The Supplier shall and shall procure that its subcontractors (of any tier) shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.
- 31.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical manner (the "**Ethical Sourcing Policy**") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Supplier shall and shall procure that all of its subcontractors shall comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 31.4 Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.
- 31.5 The Supplier acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).
- 31.6 The Supplier shall not be entitled to any addition to the Contract Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).
- 31.7 The Supplier shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 31 and the provisions of this Clause 31 are included in any subcontract (of any tier).

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

32 Assignment and Subcontracting

- 32.1 The Supplier shall not assign, novate or subcontract any of its rights or obligations under the Contract or any part thereof without the prior written consent of the Company.
- 32.2 The subcontracting of all or any part of the Goods and/or Services to a subcontractor shall not relieve the Supplier of its obligations to supply the Goods and/or Services under the Contract. The Supplier shall be responsible for the acts and omissions of its subcontractors.
- 32.3 The Company may novate, assign, transfer or subcontract the Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.
- 32.4 Within seven (7) days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 8 in favour of any person to whom the Contract is being novated.
- 32.5 For the purposes of Clauses 32.6 to 32.10:

“Subcontract” means a contract between the Supplier and a Subcontractor; and

“Subcontractor” means a subcontractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the provision of the Goods and/or Services (or any part of them).

- 32.6 Subject to the Company’s prior written consent pursuant to Clause 32.1, where the Supplier subcontracts any or all of the Goods and/or Services, the Supplier shall include in each Subcontract (and procure that its Subcontractors (and any of their subcontractors of any tier) include in each of their subcontracts of any tier):
- 32.6.1 payment terms substantially similar to those set out in Clause 8, and
- 32.6.2 terms entitling the Supplier or (in respect of a subcontract below the first tier) the payer under the relevant subcontract to terminate that subcontract if the relevant subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.

- 32.7 On or before the Commencement Date, the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Subcontractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Subcontractor which the Supplier subsequently involves in the Goods and/or Services after the Commencement Date.
- 32.8 The Company reserves the right to verify whether there are any grounds for excluding any Subcontractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 32.8, the Company may request that the information provided by the Supplier under Clause 32.8 shall be accompanied by one or more Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Subcontractor(s). Further, the Company:
- (a) shall require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and
 - (b) may require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.
- 32.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a subcontractor pursuant to Clauses 32.8(a) or 32.8(b).
- 32.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 32.8(a) or 32.8(b).

33 Company's and Supplier's Representative

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

34 Costs

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

35 Severance

If a provision of the Contract is, or becomes, invalid, unenforceable or illegal, that will not affect the legality, validity or enforceability of any other provision of the Contract, provided that the operation of this Clause 35 would not negate the commercial interest and purpose of the parties under the Contract.

36 Publicity

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

37 Corrupt Gifts and Payments of Commission

- 37.1 The Supplier undertakes that it shall not and procures that its subcontractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.
- 37.2 The Supplier undertakes that it shall not, and uses reasonable endeavours to procure that its subcontractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.
- 37.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 37 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.

38 No Waiver

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

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

39 Entire Contract

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

40 Notices and Service of Process

Any notice or other document given under, or in connection with, the Contract must be in English and in writing and sent by letter or delivered by hand (save for PDF Invoices sent by email to the other party's representatives in each case to the address below. The notice or other document will be effective as follows:

- (a) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (b) if the notice or other document is delivered by hand to the other party's representative, it will be effective immediately it is delivered; and
- (c) In the case of an invoice submitted via the Electronic Invoicing Platform, it shall be deemed to have been received in accordance with the eP2P Vendor Handbook] [In the case of a PDF Invoice sent by email, it shall be deemed to be received five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's email system dispatches the email provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the email was dispatched and the address it was sent to. The place of delivery of email will be deemed to be the postal address of the recipient set out in *Schedule 1*.

The addresses of the Company and the Supplier are set out in Schedule 1.

If a party's details change, it must notify the other party promptly in writing of any such changes. The parties agree that proceedings arising out of or in connection with the Contract may be served in accordance with this Clause 40.

41 Dispute Resolution

- 41.1 Any question, dispute, difference or claim (a “**Dispute**”) shall be resolved in accordance with this Clause 41.
- 41.2 The parties shall use their reasonable endeavours to resolve any Dispute by a meeting between the Company’s Representative and a suitably qualified and duly authorised representative of the Supplier (together the “**Nominated Representatives**”) which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one party to the other of a matter in dispute.
- 41.3 If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 41.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one party on the other), the Dispute shall be referred as soon as practicable to the Company’s Contracts and Procurement Manager and the Supplier’s Managing Director or in the absence or unavailability of these personnel, persons of similar status deputed to resolve disputes on behalf of their respective companies.
- 41.4 If the Dispute has not been resolved within twenty-one (21) days of it being referred to the Company’s Contracts and Procurement Manager and the Supplier’s Managing Director or their deputies in accordance with Clause 41.3 either party may refer the matter for resolution in accordance with the provisions of Clause 42.
- 41.5 Clauses 41.1 to 41.4 are subject to the Supplier’s rights (if any) under the HGCRA to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company’s Adjudication Rules. For the purposes of this Clause 41.5, “**Adjudication Rules**” means the most recent edition of the Company’s adjudication rules on the date of the notice referring adjudication.

42 Governing Law and Jurisdiction

- 42.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 42.2 Without prejudice to Clause 41 (Dispute Resolution), the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.
- 42.3 Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 42.4 Subject to Clause 42.3, each party waives any objection to, and submits to, the jurisdiction of the Courts of England and Wales. Each party agrees that a judgment or order of any such court is

binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

43 Counterparts

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

44 Contracts (Rights of Third Parties) Act 1999

44.1 Subject to the Replacement Employer's rights under Clause 28, no person except any member of the TfL Group may enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.

44.2 Notwithstanding those rights referred to above in Clause 44.1, the Company and the Supplier may agree to vary or rescind the Contract without the consent of any third party.

45 Partnerships and Joint Ventures

45.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under the Contract are joint and several. The Contract and the liabilities of the partners under the Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming their acceptance of the rights, obligations and liabilities of the Supplier under the Contract.

45.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under the Contract are joint and several.

45.3 Nothing in the Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in the Contract, neither party is deemed to be the agent of the other, and neither party holds itself out as the agent of the other.

46 Warranties and Guarantees

46.1 Where stated in Schedule 1, the Supplier shall at its own expense provide within seven (7) days of the Company's request the following:

- (a) Not used

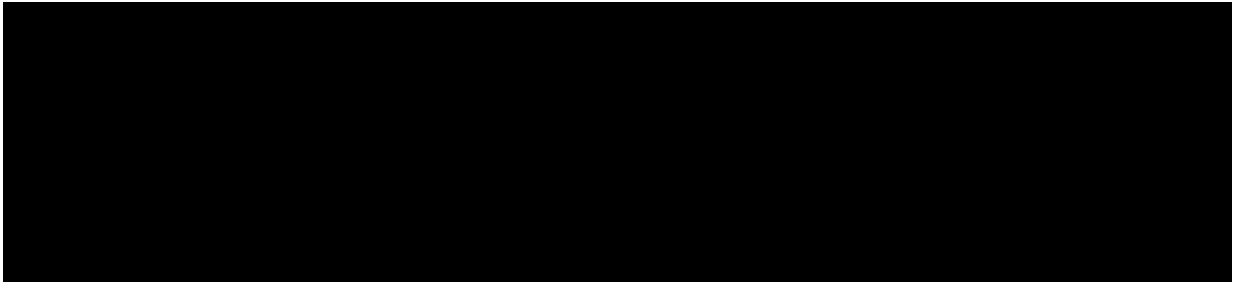
- (b) an executed shareholder company guarantee from the ultimate holding company or other shareholder company of the Supplier in the form set out in Schedule 9 in favour of the Company.

46.2 Not used.

46.3 If at any time the existing shareholder company guarantee cease(s) to meet the requirements of Clauses 46.1 then the Supplier shall replace such shareholder company guarantee with a shareholder company guarantee (as the case may be) that meets the requirements within seven (7) days.

46.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the shareholder company guarantee supplied under Clause 46.1 completed and signed by a qualified lawyer from the country in which the shareholder company is resident in the form specified by the Company.

46.5



46.6 If required by the Company, the Supplier shall procure that the terms of any subcontract require the subcontractor, within seven (7) days of a written request by the Company to the subcontractor, to enter into:

- (a) a collateral warranty in the form set out in Schedule 10 in favour of the Company and if requested by the Company, the Supplier shall require the subcontractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the subcontractor is resident in the form specified by the Company; and
- (b) a parent company guarantee in the form provided by the Company from the ultimate holding company of the subcontractor in respect of any of the subcontractor's obligations under any collateral warranty required under this Clause 46.6.

46.7 If any warranty (including any accompanying parent company guarantee) required under Clause 46.6 is not delivered to the Company in accordance with Clause 46.6 one quarter of the Contract Price relative to the Goods and Services provided by the relevant subcontractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.

47 Change of Control

The Supplier shall not without the prior written consent of the Company implement any change of ownership of the Supplier where such change relates to fifty per cent (50%) or more of the issued share capital of the Supplier.

48 Interest

- 48.1 If either party fails to pay to the other any amount payable in connection with the Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any interest accruing under this Clause 48.1 shall be immediately payable by the paying party on demand.
- 48.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

49 Freedom of Information

- 49.1 For the purposes of this Clause 49.1:

“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 Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

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

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

- 49.2 The Supplier acknowledges that the Company:

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

- 49.3 Without prejudice to the generality of Clause 49.2 the Supplier shall and shall procure that its subcontractors (if any) shall:

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

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

50 Data Transparency

- 50.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 29 and Clause 49, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.
- 50.2 The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 50.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

51 Survival

The provisions of Clauses 4 (Records and Audit), 8.13 (Set-Off), 10 (Failure to Supply), Clause 18 (Warranty), 19 (Intellectual Property Rights), 20 (Termination), 22 (Indemnity and Insurance), 24 (*Environmental Claims*), 28 (Supplier Personnel), 29 (Confidentiality), 31 (Responsible Procurement), 35 (Severance), 36 (Publicity), 37 (Corrupt Gifts and Payments of Commission), 38 (No Waiver), 39 (Entire Contract), 40 (Notices and Service of Process), 41 (Dispute Resolution), 42 (Governing Law and Jurisdiction), 44 (Contracts (Rights of Third Parties) Act 1999), 49 (Freedom of Information), 50 (Data Transparency), 51 (Survival), 52.1 and 52.5 (Transport for London Group) will survive the termination or expiry of this Contract and continue in full force and effect, along with

any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

52 Transport for London Group

52.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (a) Without prejudice to the Company's right to terminate the Contract under Clause 20.1, Clause 20.2(a) or at common law, the Company may terminate the Contract at any time in accordance with the provisions of this Clause 52.1 in the event that:
 - (i) there is a Declaration of Ineffectiveness; or
 - (ii) there is a Public Procurement Termination Event (without prejudice to the Company's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016).
- (b) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Company shall notify the Supplier. The parties agree that the provisions of this Clause 52.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 20.1 and this Clause 52.1 or the Cessation Plan, the provisions of this Clause 52.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.
- (d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - (i) an orderly and efficient cessation of the supply of Goods and Services or (at the Company's request) a transition of the supply of Goods and Services to the Company or such other entity as the Company may specify; and

- (ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 52.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (e) Upon agreement, or determination by the Company of the Cessation Plan the parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Contract in accordance with this Clause 52.1.

52.2 **Crime and Disorder Act 1998**

The Supplier acknowledges that Transport for London is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

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

and in the performance of the Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

52.3 **The Company's business**

The Supplier acknowledges that it:

- (a) has sufficient information about the Company and the supply of Goods and Services;
- (b) is aware of the Company's processes and business;
- (c) has made all appropriate and necessary enquiries to enable it to carry out the supply of Goods and Services in accordance with the Contract;
- (d) is aware of the purposes for which the supply of Goods and Services are required; and
- (e) 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 it of any fact relating to the supply of Goods and Services.

52.4 **Best value**

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

52.5 **Data Protection and Cyber Security**

- (a) The Supplier shall comply with all of its obligations under the Data Protection Legislation.
- (b) The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

52.6 **Conflict of Interest**

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the supply of Goods and Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.
- (b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Contract and in any event not less than once in every six (6)

months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the supply of Goods and Services under the Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the supply of Goods and Services from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Contract.

52.7 Equality and Diversity

52.7.1 Without limiting the generality of any other provision of the Contract, the Supplier:

- (a) shall not unlawfully discriminate;
- (b) shall procure that its employees, workers, officers and agents do not unlawfully discriminate; and
- (c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the supply of the Goods and/or Services,

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

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

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

In performing the Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

52.7.3 The Supplier shall ensure that its staff, and those of its subcontractors who are engaged in the performance of the Contract comply with the Company's policies in relation to equal opportunities

and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

52.7.4 To the extent that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Supplier shall assist and co-operate with the Company where possible.

52.7.5 Within 3 Working Days after the commencement date of the Contract, the Supplier shall provide to the Company a copy of its EDI Policy (in the form submitted to the Company before the parties entered into the Contract). The Supplier shall keep its EDI Policy under review for the duration of the Contract and shall promptly provide the Company with any such revised EDI Policy.

52.8 Work Related Road Risk

52.8.1 For the purposes of Clauses 52.8.2 to 52.8.10 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
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“Car-derived Van”	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;
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“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
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“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
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“CLOCS Standard”	means the Construction Logistics and Community Safety standard, which aims to eliminate risk of a
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collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk

“Collision Report”

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

“Delivery and Servicing Vehicle”

a HGV, a Van or a Car-derived Van;

“Direct Vision Standard” or “DVS”

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

“Driver”

any individual member of Supplier Personnel including an agency or contracted driver, who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Goods and Services;

“DVLA”

Driver and Vehicle Licensing Agency;

“Equivalent Scheme”

has the meaning given to it in Clause 52.8.2;

“FORS”

the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. 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
“HGV”	a vehicle with a 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;
“Silver Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 52.8.8.

Fleet Operator Recognition Scheme Accreditation

- 52.8.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, it shall within 90 days of the Commencement Date:
- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the **“Equivalent Scheme”**); and
 - (b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Equivalent Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Equivalent Scheme) by way of an annual

independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Equivalent Scheme. Alternatively, where the Supplier has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

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

Construction Logistics and Community Safety (CLOCS)

- 52.8.4 Where applicable, for contracts for works exceeding a value of £1m:

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

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

Direct Vision Standard (DVS)

- 52.8.5 Where applicable for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

- (a) The Supplier shall comply with the DVS Schedule attached to this Contract; and
- (b) the Supplier shall ensure that:
 - (i) all Category N3 HGVs used in the provision of the Goods and Services achieve a minimum of a one (1) star Direct Vision Standard rating;
 - (ii) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Goods and Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

- 52.8.6 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods and Services the Supplier shall ensure that each of its Drivers attends Approved Progressive Driver Training throughout the duration of the Contract.

Collision Reporting

- 52.8.7 Where the Supplier operates Delivery and Servicing Vehicles to deliver the Contract, the Supplier shall:
- (a) within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five Working Days of a written request from the Company at any time.

Self Certification of Compliance

- 52.8.8 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods and Services, within 90 days of the Commencement Date, the Supplier shall provide a written report to the Company detailing its compliance with Clauses 52.8.2, 52.8.3, 52.8.4, 52.8.5, 52.8.6 and 52.8.7 (as applicable) of this Contract (the "WRRR Self-Certification Report"). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier regarding subcontractors

- 52.8.9 The Supplier shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to supply the Goods and Services shall comply with the corresponding provisions of the Contract:
- (a) Clause 52.8.2, 52.8.6, 52.8.7, 52.8.8; and
 - (b) for Category N2 HGVs – Clauses 52.8.3; and
 - (c) for Category N3 HGVs – Clauses 52.8.3, and, where applicable 52.8.5, **Error! Reference source not found.**;

as if those sub-contractors were a party to this Contract.

Failure to Comply with Work Related Road Risk Obligations

- 52.8.10 Without limiting the effect of any other clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 52.8.2, 52.8.3 (where applicable), 52.8.4 (where applicable), 52.8.5 (where applicable), 52.8.6, 52.8.7, 52.8.8 and 52.8.9:

- (a) the Supplier has committed a material breach of this Contract; and
- (b) the Company may refuse the Supplier, Supplier Personnel and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

53 CompeteFor

- 53.1 Without prejudice to Clause 32, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Contract, to supply goods, works or services to the Supplier.
- 53.2 The Supplier will use all reasonable endeavours to ensure that its subcontractors (for the purposes of this Clause, the "**Supplier's Subcontractors**") use CompeteFor, on a non-exclusive basis, to make available to other subcontractors all appropriate opportunities, arising in connection with the Contract, to supply goods, works and services to the Supplier's Subcontractors.
- 53.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Subcontractors, as required by this Clause 53.3, and will report this information on a quarterly basis by way of email to the Company's Representative.

54 Criminal Record Declarations

- 54.1 For the purposes of this Clause 54:

"Relevant Individual" means any individual who is a member of Supplier Personnel involved in the provision of, or intended to be involved in provision of, any aspect of the Goods and Services; and


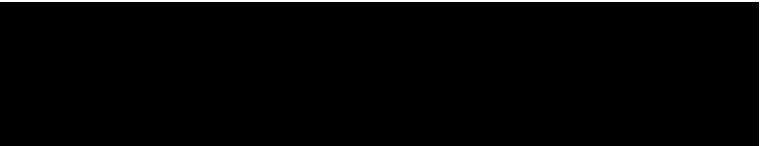
"Relevant Conviction" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.
- 54.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Goods and Services. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant







Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 54.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods and Services any Relevant Individual who has disclosed a Relevant Conviction.
- 54.4 The Company shall have the right in accordance with the audit rights set out in Clause 4 to audit and inspect the records of the Supplier and Supplier Personnel in order to confirm and monitor compliance with this Clause 54 at any time during performance of this Contract.
- 54.5 If the Supplier fails to comply with the requirements under Clauses 54.2 and/or 54.3 the Company may, without prejudice to its rights under Clause 20.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services unless (in the case of non-compliance with Clause 54.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 54.2.
- 54.6 A persistent breach of Clause 54.2 and/or Clause 54.3 by the Supplier shall entitle the Company to terminate the Contract in whole or in part with immediate effect in accordance with Clause 20.1(a).
- 54.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Contract and/or the Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services.
- 54.8 Nothing in this Clause 54 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Contract and the Supplier's responsibilities in respect of the provision of the Goods and Services remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 54.

Schedule 1

Detailed Terms

Commencement Date	First wagon pick up date: 12 th May 2025 Commencement date (after contract signing): 3 rd June 2025
Expected Delivery Date(s)	The first two wagons will be picked up by the supplier on the 12th of May 2025. The two wagons will be overhauled, completed, and delivered at the end of Mobilisation Period: 21 st July 2025. Subsequently four wagons to be overhauled, completed, and delivered every four weeks. Please refer to Schedule 5 Programme
Completion Date	3 rd May 2026
Completion Date with Optional Extensions	3 rd May 2026 + (Optional) One Year
Delivery Address	Ruislip Depot, West End Road, Ruislip, Middlesex, HA4 6NS
Supplier's Representative: Address for service of notices:	
Company's Representative: Address for service of notices:	

Company's Representative: Address for service of notices	<u>Social Value Contact</u> 
Email address for Service of Invoices	
Volume Discount Percentage	Not used
Quantity	Overhaul of 23 EV Long Wagons RW 807, RW 810, RW 813, RW 814, RW 818 RW 801, RW 802, 803 (ELKS) RW 822, RW 823, RW 825, RW 826 part of (LWRT) RW 805, RW 806, RW 819, RW 821 (ELU) RW 815, RW 817, RW 820 (De-icing Equipment) HD 871, HD 872, HD 873, HD 874
Contract Price	Please refer to Schedule 2
Warranty Period	
Initial Period	1 Year from commencement of contract
Specification	Please refer to Schedule 3
Programme	Please refer to Schedule 5
Additional applicable standards under Clause 3.2(d) and 3.3(d).	Please insert this where applicable Please refer to Appendix W – Warranty Requirements Please refer to Transient Insurance Requirements at 22.6 (d)
Interest Rate pursuant to Clause 48	
The Supplier's total liability for the purposes of Clause 22.9 is:	
	

<p>Security required pursuant to Clause 48.1:</p> <p>Bond</p> <p>Parent Company Guarantee</p>	<p>[REDACTED]</p>
<p>The Liquidated Damages for delay for the purpose of Clause 12.16 payable for such Services are:</p> <p>The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 12.16 is every:</p> <p>The maximum amount of Liquidated Damages payable under Clause 12.16 expressed as a percentage of the price payable for such Services is:</p>	<p>[REDACTED]</p>
<p>[The Supplier's total liability for the purposes of Clause 22.9 is:</p>	<p>[REDACTED]</p>

Appendix W – Warranty Requirements

Warranty Requirements

L&M Warranty Requirements

Logistics and Manufacturing (L&M) is seeking a comprehensive overhaul of their fleet of engineering wagons. The expectation is that this significant overhaul will provide a long-term future for the fleet. The vehicles are not expected to require any significant further intervention during the following 8-year period until their next major overhaul is required.

Commensurate with this expectation, L&M is seeking a substantial warranty from the overhaul contractor to reflect their confidence in their own work and to support the expectation of minimum intervention between major overhauls. This level of confidence in the overhauled wagons is of significant importance to the overhaul project.

Worst Case Single Vehicle Mileage Accumulation Analysis

L&M wagons do not accumulate mileage in the same way as typical railway vehicles. L&M vehicles can only run in limited engineering hours & are not subject to the quantity of round trips that a passenger fleet would be likely to complete. The LU Network is relatively compact. Therefore, when looking at mileage-based wear & tear, the L&M fleet sees much longer periods between distance-related issues.

Major Line Lengths:

- Central Line – 74km
- Piccadilly Line – 71km
- Metropolitan Line – 67km
- District Line – 64km
- Northern Line – 58km
- Jubilee Line – 36km
- Circle Line – 27km
- Bakerloo Line – 23km
- Victoria Line – 21km

A worst-case annual mileage scenario is presented below:

- Typical maximum mileage on a working day = 150 km
- Maximum additional mileage on a 'round-trip' such as a BTR = 100 km
- Typical maximum number of working days per week = 4 days
- Typical maximum number of BTR jobs per week = 1 day
- Annual maximum mileage estimate = $((4 \times 150) + (1 \times 100)) \times 52 = 36,400 \text{ km/yr}$
(22,750 miles)

This is an exaggerated estimate, but still typical passenger stock mileage accumulation is much higher. S-S stock fleet mileage is estimated on ~150,000 km/yr. Therefore, the typical L&M wagon is travelling much less than 1/4 of the distance that a passenger vehicle would be expected to see.

Warranty Equivalence

Given that L&M wagons cover only modest distances during service, L&M is concerned that typical warranty periods offered will not provide sufficient opportunity to identify any warranty related defects. Where a typical railway warranty might be 12 months, it would take a L&M vehicle more than 4 years to accumulate similar mileage.

Schedule 2

Prices

a) Price Breakdown Per Wagon

TABLE 2 - Break Down Price Per Wagon					Core Price (£)	Menu Price (£)
Type	Wagon Type	Comments	Wagon ID	QTY		
1	Rail Wagon 20T	RW 801 to 803 (ELKS) RW 822 to 826 part of (LWRT) RW 805, 806, 819 & 821(ELU) RW 815, 817 & 820 (De-icing RW824, 809, 804, 811, 812, 808, 816, Excluded	RW801 – RW826			
2	High Deck Wagon 35T	HD 875, 876 Excluded	HD871 – HD876			
3	Collection & Delivery of Rail Wagon 20T	Collection and Delivery cost per wagon	N/A			
4	Collection & Delivery of High Deck Wagon 35T	Collection and Delivery cost per wagon	N/A			
5	Administrative & Mobilisation Costs	Total of Table 1	N/A			

b) Labour Rates For Arising Works

Arising Works							
Labour Rates for arising works:							
	Mechanical/Electrical Fitters						
	Engineering						
	Project Management						
	Other (contractor to detail) Contractor rate						
Plant & Equipment for additional works: Plant shall be charged at cost plus the percentage detailed below. All plant costs shall be supported by a copy invoice where requested by the Company Representative or his representative.							
Percentage addition required for plant _____							
Materials (Only where supplied by the Contractor) for additional works: Materials shall be charged at cost plus the percentage detailed below. All material costs shall be supported by a copy invoice where requested by the Contract Manager or his representative.							
Percentage addition required for material _____							
Subcontractors for additional works: The use of subcontractors/specialist suppliers, shall require the prior agreement of the Company's Representative, where the cost has not been included within Pricing Tables 1 and 2. All approved subcontractors/specialist suppliers costs shall be charged at cost plus the percentage detailed below. All subcontractors/specialist suppliers costs shall be supported by a copy invoice where requested by the Contract Manager or his representative.							
Percentage addition required for material _____							
Unscheduled Wagon Storage costs resulted from Arising Works: The use of on-site Storage, shall require the prior agreement of the Company's Representative, where the cost has not been included within Pricing Tables 1 and 2. All suppliers Wagon Storage costs shall be charged at cost plus the percentage detailed below. All subcontractors/specialist suppliers costs shall be supported by a copy invoice where requested by the Contract Manager or his representative.							
Percentage addition required for unscheduled Wagon Storage _____							

c) Price Breakdown Per Rail Wagon 20T

TABLE 4 - Break Down Price Per Rail Wagon 20T						Core Price (£)	Menu Price (£)	Explanatory Notes if Required
	Ref	Location	Task	Core/Menu	Est. QTY			
3.2 Wagons	i)	Wagon Structure	Survey structure	Core Work				
			Repair distortion	Menu Work				
			Structural damage report	Core Work				
			Structural repair work	Menu Work				
			Wagon cleaning	Core Work				
			Wagon painting & livery	Core Work				
	ii)	Stanchions	Stanchion condition inspection	Core Work				
			Stanchion mounting areas on sole bar damage repair. QPP-031	Menu Work				
			Stanchions damage repair using heat and manipulation. P0418-14	Menu Work				
			Stanchion pockets damage repair. P0418-14	Menu Work				
			Stanchion rests damage repair. P0418-14	Menu Work				
			Replace stanchions and stanchion pockets	Menu Work				
	iii)	Hand Rails	Handrail condition inspection	Core Work				
			Repair damaged	Menu Work				
			Replace damaged	Menu Work				
	iv)	Access Steps	Steps condition inspection	Core Work				
			Repair damaged	Menu Work				
			Replace damaged	Menu Work				
	v)	Air Pipework	Pipework condition inspection	Core Work				
			Repair damaged	Menu Work				
			Replace damaged	Menu Work				
			Pipework leakage check	Core Work				
			Repair any leaks	Menu Work				
	vi)	Electrical Conduit & Cabling	Remove redundant cabling	Core Work				
			Repair based upon inspection	Menu Work				
	vii)	Bogie to Body	Mandatory change	Core Work				
	viii)	Wagon Mounted Equipment	Equipment integrity check	Core Work				
			Repair based upon inspection	Menu Work				
	ix)	Centre Pivot Assy	Replace pivot mounting bolts	Core Work				
			Inspect pivot structure	Core Work				
			Centre pivots remedial work	Menu Work				
			Centre pivot pin change out	Menu Work				
			Centre pivot pin cotter pin change	Menu Work				
	x)	Miscellaneous	Cowling bolt holes do not align, plug weld as per procedure QPP-031	Menu Work				
			Cowling bolts have sheared in the tapped hole. Repair Procedure QPP-031	Menu Work				
			Buffer saddle handle damage repair. QPP-031	Menu Work				
			Buffer saddle holder damage repair. QPP-031	Menu Work				
			Headstock access handle damage repair. QPP-031	Menu Work				
			Tie downs damage repair. P0418-14	Menu Work				
			Damage on brake rigging side frames. Repair to procedure QPP-032	Menu Work				
			Damage on frame safety loops. Repair to procedure QPP-032	Menu Work				
			Support bracket (cross shaft member) damage. repair to procedure QPP-031	Menu Work				
			Solebar flange section impact damage. Repair to procedure QPP-031	Menu Work				
			Worn hole on rod. Repair to procedure P0418-14	Menu Work				
			Slide lever bracket damage. Repair to procedure P0418-14	Menu Work				
			Buffer saddle hoops damage. Repair to procedure P0418-14	Menu Work				
3.3 Inter-vehicle connects	i)	Brake hoses	Mandatory change	Core Work				
			Inspect condition	Core Work				
	ii)	Jumpers	Repair damaged	Menu Work				
			Replace or remove damaged	Menu Work				

LUL Non-framework Agreement for the Supply of Non-complex Goods and Services

3.4 Wagon mounted Brake Equipment	i)	Brake Linkages	All pins and bushes mandatory change	Core Work
			Repair or replace damaged	Menu Work
	ii)	Handbrake	All pins, bushes & knuckles mandatory change	Core Work
			Inspect spur gear support	Core Work
			Repair damaged	Menu Work
			Replace damaged	Menu Work
3.5 Bogies	iii)	Brake Blocks	Change Brake Blocks for new	Core Work
	i)	Bogie frame	Inspect bogie frame condition	Core Work
			Any cracks repaired	Menu Work
	ii)	Centre Pivot liners	Replace with new	Core Work
	iii)	Side Bearer Liners	Replace with new	Core Work
			Packing side bearer clearance	Core Work
	iv)	Chevrons	Replace with new	Core Work
	v)	Bolster Retaining Key	Inspect keep key condition	Core Work
			Replace if required	Menu Work
	vi)	Axle Keep Key	Inspect retaining key condition	Core Work
			Replace if required	Menu Work
3.6 Wheelsets	i)	Wheelsets	All pins and bushes mandatory change	Core Work
			Repair or replace damaged	Menu Work
			Remove Wheels	Menu
			Fit Wheels	Menu Work
			Machine Axle body	Menu Work
			Prove Loading of Wheels	Menu Work
			Remove Bearings	Menu
			Fit New Bearing	Menu Work
			Re-profile Wheels	Menu Work
			MPI Axle	Menu Work
			UAT Axle	Menu Work
			Paint & Protect Axle (incl. wrapping and stencilling)	Menu Work
3.7 Brake Equipment	i)	Distributor	Overhaul to OEM requirement	Core Work
	ii)	Brake cylinders	Overhaul to OEM requirement	Core Work
	iii)	Brake Regulators	Overhaul to OEM requirement	Core Work
	iv)	Change Over Valve	Overhaul to OEM requirement	Core Work
	v)	Empty Load Valve	Overhaul to OEM requirement	Core Work
	vi)	Brake Cocks	Overhaul to OEM requirement	Core Work
	vii)	Reservoir	Inspect to BS EN286-3	Core Work
			Repair or replace damaged	Menu Work
3.8 Buffers	i)	Buffer Assembly	Overhaul to OEM requirement	Core Work
			Replace with New	Menu Work
3.9 Drawgear	i)	Drawgear Assembly	Replace as mandatory change	Core Work
		Drawgear Repair	Drawgear support plates damage repair	Menu Work
3.10 Couplers	i)	Coupler Assembly	Overhaul to OEM requirement	Core Work
			Replace with New	Menu Work
3.11 Wagon Heights	i)	Wagon Heights	Adjust heights to nominal	Core Work
			Rectify height issues	Menu Work

d) Price Breakdown Per High Deck Wagon 35T

TABLE 5 - Break Down Price Per High Deck Wagon 35T				
	Ref	Location	Task	Core/Menu
3.2 Wagons	i)	Wagon Structure	Survey structure	Core Work
			Repair distortion	Menu Work
			Structural damage report	Core Work
			Structural repair work	Menu Work
			Wagon cleaning	Core Work
			Wagon painting & livery	Core Work
	ii)	Stanchions (where fitted)	Stanchion condition inspection	Core Work
			Repair stanchions and stanchion pockets	Menu Work
			Replace stanchions and stanchion pockets	Menu Work
	iii)	Hand Rails	Handrail condition inspection	Core Work
			Repair damaged	Menu Work
			Replace damaged	Menu Work
	iv)	Access Steps	Steps condition inspection	Core Work
			Repair damaged	Menu Work
			Replace damaged	Menu Work
	v)	Air Pipework	Pipework condition inspection	Core Work
			Repair damaged	Menu Work
			Replace damaged	Menu Work
			Pipework leakage check	Core Work
			Repair any leaks	Menu Work
	vi)	Electrical Conduit & Cabling	Remove redundant cabling	Core Work
			Repair based upon inspection	Menu Work
	vii)	Bogie to Body Earth	Mandatory change	Core Work
	viii)	Wagon Mounted Equipment	Equipment integrity check	Core Work
			Repair based upon inspection	Menu Work
	ix)	Centre Pivot Assy	Replace pivot mounting bolts	Core Work
			Inspect pivot structure	Core Work
			Centre pivots remedial work	Menu Work
			Centre pivot pin change out	Menu Work
			Centre pivot pin cotter pin change	Menu Work
3.3 Inter-vehicle connects	i)	Brake hoses	Mandatory change	Core Work
	ii)	Jumpers	Inspect condition	Core Work
			Repair damaged	Menu Work
			Replace or remove damaged	Menu Work
3.4 Wagon mounted Brake Equipment	i)	Brake Linkages	All pins and bushes mandatory change	Core Work
			Repair damaged	Menu Work
			Replace damaged	Menu Work
	ii)	Handbrake	All pins, bushes & knuckles mandatory change	Core Work
			Inspect spur gear support	Core Work
			Repair damaged	Menu Work
			Replace damaged	Menu Work
	iii)	Brake Blocks	Change Brake Blocks for new	Core Work

3.5 Bogies	i)	Bogie frame	Inspect bogie frame condition	Core Work
			Any cracks repaired	Menu Work
	ii)	Centre Pivot liners	Replace with new	Core Work
	iii)	Side Bearer Liners	Replace with new	Core Work
			Packing side bearer clearance	Core Work
	iv)	Chevrons	Replace with new	Core Work
	v)	Bolster Retaining Key	Inspect keep key condition	Core Work
			Replace if required	Menu Work
	vi)	Axle Keep Key	Inspect retaining key condition	Core Work
			Replace if required	Menu Work
	vii)	Brake Beam Assy	All pins and bushes mandatory change	Core Work
			Repair or replace damaged	Menu Work
3.6 Wheelsets	i)	Wheelsets	Remove Wheels	Menu Work
			Fit Wheels	Menu Work
			Machine Axle body	Menu Work
			Prove Loading of Wheels	Menu Work
			Remove Bearings	Menu Work
			Fit New Bearing	Menu Work
			Re-profile Wheels	Menu Work
			MPI Axle	Menu Work
			UAT Axle	Menu Work
			Paint & Protect Axle (incl. wrapping and stencilling)	Menu Work
3.7 Brake Equipment	i)	Distributor	Overhaul to OEM requirement	Core Work
	ii)	Brake cylinders	Overhaul to OEM requirement	Core Work
	iii)	Brake Regulators	Overhaul to OEM requirement	Core Work
	iv)	Change Over Valve	Overhaul to OEM requirement	Core Work
	v)	Empty Load Valve	Overhaul to OEM requirement	Core Work
	vi)	Brake Cocks	Overhaul to OEM requirement	Core Work
	vii)	Reservoir	Inspect to BS EN286-3	Core Work
			Repair or replace damaged	Menu Work
	viii)	Emergency Brake Cocks	Replace with modified assembly to repair procedure	Core Work
3.8 Buffers	i)	Buffer Assembly	Overhaul to OEM requirement	Core Work
			Replace with New	Menu Work
3.9 Drawgear	i)	Drawgear Assembly	Replace as mandatory change	Core Work
3.10 Couplers	i)	Coupler Assembly	Overhaul to OEM requirement	Core Work
			Replace with New	Menu Work
3.11 Wagon Heights	i)	Wagon Heights	Adjust heights to nominal	Core Work
			Rectify height issues	Menu Work

e) Schedule of Arising Work Menu Pricing

TfL Long Wagons Overhaul - Proposed Schedule of Arising Work Menu Pricing

Wagon Body Repairs - Based Upon QPP-031_D1 - Wagon Body Light Repair - Document Ref 6

Ref	Repair Location	Repair Details	Procedure Section	Notes
W1	Stanchion Locations	Solebar Erosion	4.1	Pad welding localised repair
W2		Solebar Bolt Hole Distortion (Stanchion Locations)	4.2	Hole repair by bolt press, weld correction & re-drill
W3		Solebar Web Distortion (Stanchion Locations)	4.3	Solebar straightening by heat & manipulation
W4		Stanchion Rest Location	4.4	Pad welding localised repair
W5	Corrosion Repair	Headstock Corrosion	5.1	Mechanical corrosion removal & thickness testing (without pad welding)
W6		Local Deck Corrosion (Replace)	5.2	Local replacement of deck section (cut out & re-weld)
W7	Localised Distortion Correction	Lower Apron Crossmember	6.1	Straightening by heat & manipulation
W8		Solebar (non-stanchion locations)	6.2	Straightening by heat & manipulation
W9		Deck Dents	6.3	Straightening by heat & manipulation
W10		Headstock Drawgear Support Plates	6.4	Pad weld or manipulation (cold or hot) for localised defect correction
W11		Repairs to Fixed Handrails	6.5	Local repair by heat & manipulation or tube section replacement (weld in)
W12		Repairs to Small Brackets	6.6	Small bracket repair by welding, hot manipulation or replacement
W13		Solebar Support Bracket	6.7	Straightening by heat & manipulation
W14	Rectification of Defective Holes	Restoration of Damaged Holes	7.1.1	Drilling out fixings.
W15			7.1.2	Welding redundant or damaged holes
W16			7.1.3	Re-drilling & tapping restored holes
W17	Rectification of Defective Side Bearer Brackets	Correction of Damaged or Misplaced Side Bearer Brackets	8.1	Remove & replace bracket face or modify bracket face with welded material

Bogie Repairs - Based Upon QPP-032_D1 - Bogie Repair Procedure - Document Ref 7

Ref	Repair Location	Repair Details	Procedure Section	Notes
B1	Associated Component Repairs	Mounting brackets	4.1	Bracket repair by manipulation or replacement
B2		Brake Beams	4.2.1	Local crack repairs on fabricated frames by welding
B3		Brake Beams	4.2	Repair or replace safety loop by welding
B4		Brake Beams	4.2	Palm end repair by welding (HD Wagon only)
B5		Support Beam Bracket	4.3	Bolster bracket replacement with new by welding (steel bracket to cast steel)
B6		Vertical Brake Lever	4.4	Component repair by heat & manipulation or hole restoration weld & drill
B7		Brake Beam Hanger Link & Brake Hanger	4.5	Component repair by heat & manipulation or hole restoration weld & drill
B8		Clevis Link	4.6	Component repair by heat & manipulation or hole restoration weld & drill
B9		Turnbuckle assembly	4.7	Recovery of worn bush hole using oversize bush
B10	Bogie Side Frames	Side Frame Repairs	5.1	Localised weld repair (over & above core inspection & mapping)
B11	Bogie Bolsters	Bolster repairs	6.1	Localised weld repair (over & above core inspection & mapping)
B12	Bogie Side Frames	Bogie Defect Reporting	6.2	Information only, providing guidance on repair reporting.
B13	Brake Head	Reclaim of Worn Brake Head	7.1	Pad welding component repair to recover worn brake head
B14	Earth Bonding	Earth Bonding Bosses	8.1	Replacement of earth bonding boss by brazing repair
B15	Specific Welding Procedures	Bogie Specific Welding Procedures	9.1	Information only, providing guidance on expected weld repair procedures.

Component Repairs - Based upon Generic Component Repair Procedures - No Ref

Ref	Repair Location	Repair Details	Procedure Section	Notes
C1	Access Steps	Damaged Access Step - Repairable	No Ref	Bracket repair by manipulation & welding
C2	Solebar Fittings	Stanchion Distortion - Repairable	No Ref	Stanchion repair by heat & manipulation
C3		Stanchion Pockets damaged - Repairable	No Ref	Stanchion pocket repair by heat manipulation
C4		Stanchion Rests damaged - Repairable	No Ref	Stanchion rest repair by heat & manipulation
C5		Tie downs damaged - Repairable	No Ref	Tie down loop repair by heat & manipulation
C6	Headstock Fittings	Cowling damaged or distorted	No Ref	Headstock cowling repaired by heat & manipulation
C7		Handrail bent -Repairable	No Ref	Local repair by heat & manipulation or tube section replacement (as W11)
C8		Buffer saddle hoops damaged - Repairable	No Ref	Replace round wire hoop by welding new to buffer saddle

Note: Component repairs would only be viable if the cost of repair was competitive against the cost of replacement with a new component.
Note: RW 22 stanchions per veh, HD 16 per veh.

f) Mobilisation Fee Breakdown

[REDACTED]

g) Free Issue Materials

Long Wagon Overhaul - Free Issue Materials Clarification		
From Contract Pricing Breakdown		
Section	Location	Task
3.2 Wagons	Centre Pivot Assy	Inspect pivot structure
		Centre pivots remedial work
		Centre pivot pin change out
		Centre pivot pin cotter pin change
3.4 Wagon mounted Brake Equipment	Handbrake	Replace damaged
	Brake Blocks	Change Brake Blocks for new
3.5 Bogies	Centre Pivot liners	Replace with new
	Chevrans	Replace with new
	Brake Beam Assy	Repair or replace damage
3.6 Wheelsets	Wheelsets	Remove & Refit
3.7 Brake Equipment	Air Brake Equipment	Overhaul to OEM requirement
	Reservoir	Repair or replace damage
	Emergency Brake Cocks	Replace with modified assembly to repair procedure
3.8 Buffers	Buffer Assembly	Overhaul to OEM requirement
		Replace with New
3.9 Drawgear	Drawgear Assembly	Replace as mandatory change
3.10 Couplers	Coupler Assembly	Overhaul to OEM requirement
		Replace with New
AAW Parts	Arising Work	Component replacement where repair is uneconomical

Schedule 3
Specification

Please refer to Volume 2 – Specification (Scope of Work).

Logistics & Manufacturing Requirements

MAYOR OF LONDON

R7948-002 Iss 10

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Transport for London

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iii) REQUIREMENTS SPECIFICATION FOR- WAGON OVERHAUL/ LIFE EXTENSION

Prepared by

I confirm that professional skill and care has been used in the preparation of this deliverable and it meets with the project requirements. I also confirm that this deliverable has been checked for accuracy and compliance by a competent person(s) employing check process(es) commensurate with the level(s) of risk inherent to the assets and works

Project Engineer

.....

Signature

.....

Date

Approved by

I approve this deliverable as the designated technical authority for the relevant engineering discipline and am accredited to do so.

.....

Signature

Engineering Manager

.....
Date

Signature

Senior Manufacturing
and Maintenance
Manager

-
Date

Accepted by I accept this deliverable as the person accountable for its delivery and believe to the best of my knowledge that the above entities have undertaken and fulfilled their obligations as required with regard to this product.




Project Manager	Signature	Date
-----------------	------------------	-------------

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Consulted

Name		Position
		Business Optimisation Manager
		Maintenance Performance Manager
		Rolling Stock Engineer TFL

Document History

Revision	Date	Summary of Change
Iss 1	Sept 2013	First Issue
Iss 2	Oct 2013	Minor errors corrected from issue 1
Iss 3	May 2015	Updated to reflect current scope
Iss 4	26 June 2015	Re-Formatted and Project requirements added
Iss 5	June 2016	Updated to reflect new project strategy.
Iss 6	Nov 2018	Updated to reflect scope enhancement
Iss 7	Feb 2019	Updated to align scope presentation. Cable well wagons removed.
Iss 8	Apr 2019	Updated to align scope presentation. JLE well wagons removed.
Iss 9	Apr 2019	Updated to reflect wagon numbers and additional scope requirements
Iss 10	May 2024	Updated to reflect Long Wagon Overhaul requirements

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iv) 1 Technical Requirements

v) 1.1 General

The purpose of this Requirements Specification is to identify the Overhaul requirements of Logistics & Manufacturing fleet of Long Wagons utilised for provision of engineering services and logistics activities within the London Underground network.

The fleet of Wagons are of two types, described below, and are combined to provide bespoke consists to meet specific customer demands for the provision of Plant, Materials or Equipment delivery.

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Wagon Type	Expected O/H Qty	Wagon ID	Comments
Rail Wagon 20T	19	RW801 – RW826	RW 801 to 803 fitted with ELKS RW 822 to 826 part of LWRT RW 805, 806, 819 & 821 fitted with ELU RW 815, 816, 817 & 820 fitted with De-icing Equipment RW824 Excluded
High Deck Wagon 35T	4	HD871 – HD 876	
Total	23		

Save where stated otherwise, definitions in this Specification shall have the meaning given in the Conditions of Contract.

The Contractor shall provide safe, efficient and effective Overhaul Services to meet the requirements of this Specification to deliver the Company's Overhaul of these Wagons.

vi) 1.2 Programming by Wagon Types

The wagons are anticipated to be overhauled in a manner that fits in with their operational demands. It is anticipated that the Company will release a rolling set of two number wagons, at any given time. The Company may review the wagon numbers available for the overhaul but this will be subject to operational demands. The Contractor shall therefore initially present its wagon overhaul programme based upon the release of a rolling set of two wagons which shall be presented by the Contractor for the prior agreement of the Company. Where possible, wagons of the same type will be released to allow overhaul programmes to be operationally as efficient as possible. There may be some batches of mixed wagon types that are released due to their use within a fixed Train Consist. The rolling set of two number wagons to be released may vary due to operational demands, or because the wagons are included within a fixed consist, or because they may be fitted with plant/equipment that requires further consideration and planning.

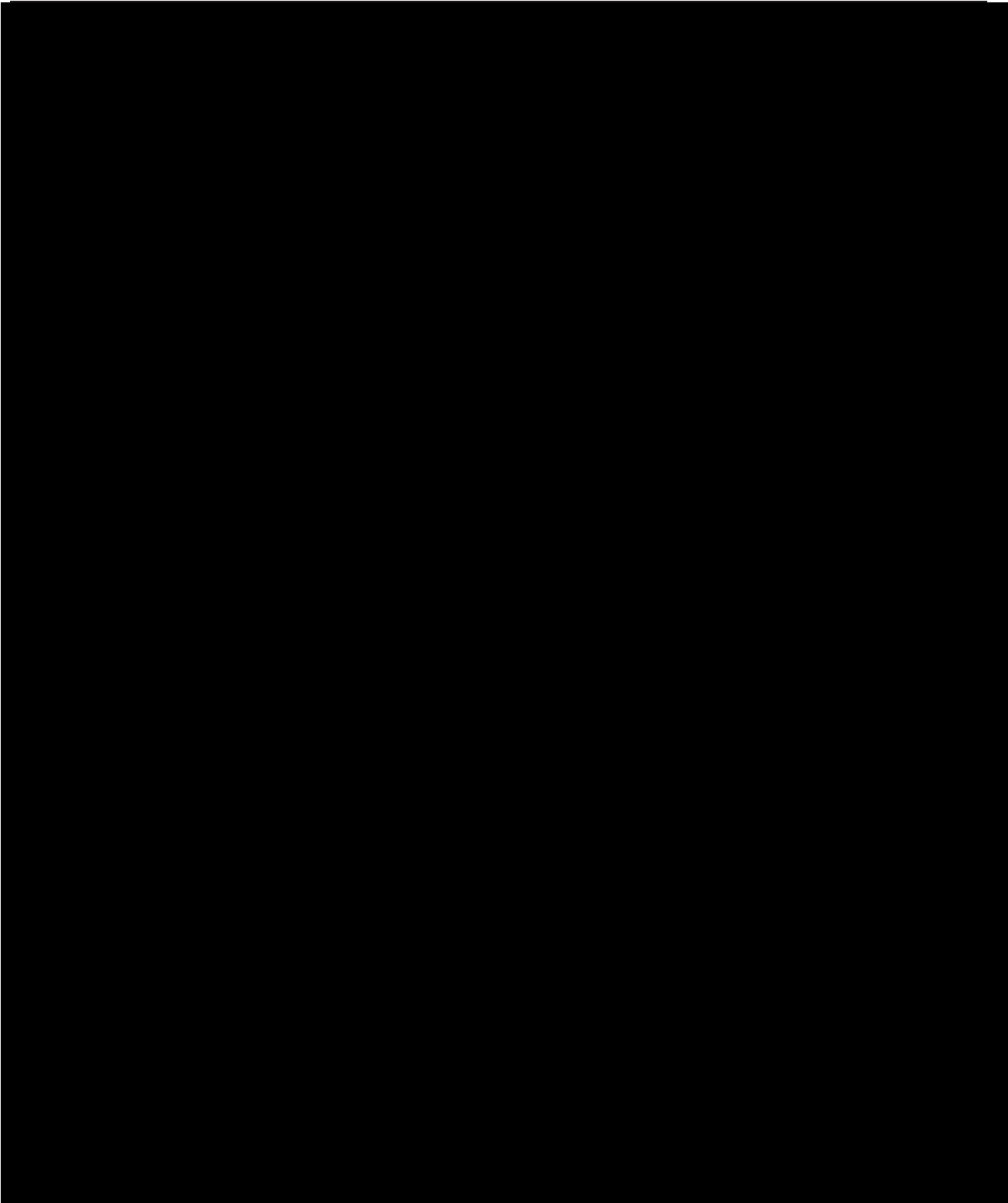
All wagons fitted with fixed plant/equipment, will require an individual overhaul plan which the Contractor is required to develop. This individual plan shall not include the overhaul of any wagon mounted fixed plant/equipment.

All the Wagons are located, for the purposes of this Tender, at Ruislip Depot, West End Road, Ruislip, London, HA4 6NS.

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vii) 1.3 Applicable Standards



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Where a reference document listed is at variance with this Specification or in the event of the Contractor finding ambiguity or inconsistency in the interpretation or in the precedence of either the Specification or the reference documents, then the Contractor shall refer to the Company's Representative for a binding decision on the interpretation.

viii) **2 Contract Management**

ix) **2.1 Company Representative**

Save to the extent that notice in writing is given to the Contractor from time to time, the Company's Representative shall have full authority to act on behalf of the Company for the purposes of this Agreement and the Contractor shall look to the Company's Representative in all matters as if the Company's Representative were the Company.

The Contractor shall take instruction and/or direction given in relation to this Agreement only from the Company's Representative, his assistant, assistants or agents and shall comply with, and adhere strictly to, such instruction and direction on any such matters. If the Company so requires, such instruction shall be confirmed in writing within 5 days.

Any instruction given by the Company's Representative shall be binding on the Contractor. Except where otherwise provided in this Agreement or where the Company's Representative is entitled under this Agreement to give such instructions, instructions of the Company's Representative relating to matters outside the scope of the work of this Agreement (or reasonably to be inferred from the requirements of this Agreement) which would, if complied with, cause the Contractor to incur additional cost or claim an extension of time shall be issued under the Agreement variation procedure.

The Company's Representative shall, at all times have access to all areas under the control of the Contractor, if any.

The Company or his Representative shall have the authority to remove any of the Contractors staff, subcontractors or suppliers provided notice in writing has been provided to the Contractor, the Company's Representative should provide reasonable reasons for his decision.

x) **2.2 Company's Delegated Representatives**

The Company's Representative may from time to time as he sees fit, delegate any of the powers, functions and authorities invested in him to an assistant or assistants or agent and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing, signed by the Company's Representative and shall state which power, function or authority is thereby delegated or revoked and the person or persons to whom or from whom the same are obligated or revoked respectively. No such delegation or revocation shall have effect until the Contractor receives it in writing.

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xi) 2.3 Contractor's Representative

The Contractor shall appoint a competent Contract Representative with full power and authority to make decisions and bind the Contractor in the carrying out of this Agreement on behalf of the Contractor. The Contract Representative shall be empowered to receive, on behalf of the Contractor, directions and instructions from the Company's Representative in relation to this Agreement. Except in cases of emergency or where such notice is not possible, a minimum of three months' notice must be given to the Company's Representative of a proposal to replace the Contract Representative and, before appointment of the replacement, the Company's Representative shall have the opportunity to interview and consent to the appointment of the replacement Contract Representative before the appointment takes effect.

xii) 2.4 Contractor's Delegated Representatives

The Contractor shall appoint competent representatives whose names, roles and details of Contract Representative delegated authority shall have previously been communicated in writing to the Company's Representative. Any orders and instructions in connection with the work being carried out by the Contractor which the Company's Representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

xiii) 2.5 Changes to Representatives

Both parties shall inform the other of any changes to their respective representatives and or key personnel. Proposed changes to contractor key project personnel shall need approval by the Company.

xiv) 2.6 Contractor's Sub-contractors and Suppliers

The Contractor shall for the Duration not sub-let any part of the Support Services without the prior written consent of the Company

The Contractor shall establish procedures to the satisfaction of the Company's Representative for qualifying and managing its sub-contractors and suppliers. These procedures shall include the organisation of work and the control of communication between Contractor and its sub-contractors.

The Contractor shall not appoint a sub-contractor or supplier until the Company's Representative is satisfied with the appointment and has been provided with full details that can demonstrate the sub- contractor or supplier has the competency, capacity and demonstrates compliance and assurance for the works to be carried out.

The Contractor shall for the Duration hold regular meetings with its sub-contractors/suppliers. The Company's Representative shall have the right to attend such meetings and shall be given reasonable notice of the dates of such meetings.

The Company's Representative shall have the right to instruct the Contractor to convene a meeting between the Contractor and any of its sub-contractors/suppliers which the Company's Representative shall have the right to attend.

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The Contractor will be accountable to the Company for the decisions and actions of its sub-contractors. The Contractor shall not delegate any of its accountability or liability to the Company to the sub-contractor.

The Company shall maintain a step-in right if the Contractor becomes insolvent, or incapable of performing their duties in respect of this contract, with any subcontractor appointed by the Contractor for these works.

xv) **2.7 Contract Meetings**

All meetings between the Contractor and the Company shall be recorded within 10 days of the meeting, for review, comment and approval. Upon receipt of comments, if any, the minutes shall be updated and distributed.

The Contractor shall for the Duration ensure that its representatives at all meetings with the Company have delegated power and authority to act on behalf of the Contractor.

The Company’s Representative shall have the right to instruct the Contractor to bring a representative of its sub-contractor / supplier to meetings and if so instructed, the Contractor shall use its best endeavours to comply with that instruction.

A Contract meeting is to be held at four weekly intervals or as deemed necessary by the Company’s Representative from the Start Date for the Duration. These meetings shall as a minimum be attended by Company and Contractor representative for projects and commercial. Such meetings shall review as a minimum:-

- i) The accuracy and approval of the minutes of the previous meeting; ii) Actions from the previous meeting: iii) Health, Safety and Environmental;
- iv) Compliance, non-conformances and assurance; v) Audits and inspections; vi) Commercial – Payments, Variations etc.; vii) The Company’s and Contractors Organisation; viii) Identification of matters in dispute and actions towards resolution; ix) Any other items.

A weekly Performance Meeting shall also be convened which shall be attended as a minimum by Company and Contractor representative for projects. Such meetings shall review as a minimum:- by also attend, these meetings as a minimum will review:

- i) The accuracy and approval of the minutes of the previous meeting; ii) Actions from the previous meeting;
- xvi) Review of Programme;
- xvii) Review of the Contractors planned v actual overhaul v) Review of defects and Warranty claims
- vi) Overhaul Float and Spares stock availability and any potential issues

In addition to the above meetings the Contractor shall attend any other meeting as required by the Company’s Representative

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xviii) **2.8 Communications, Information and Documents**

All recognised communications under this Agreement shall take the form of letters, emails, certificates, delivery notes, drawings, microfilms, purchase orders or minutes of meetings.

The Contractor shall establish procedures to the satisfaction of the Company's Representative for managing sub-contractors and suppliers including the organisation of work and communication between the Contractor and its Sub-Contractors/Suppliers.

xix) **2.9 Training and Certification**

The Contractors staff are required to hold a job certificate covering the core competencies needed to successfully fulfil their defined role and responsibilities, including any necessary track certification. In addition, they shall also hold supplementary licenses covering other specific competencies as appropriate for their position.

The Contractor shall control and maintain the training, certification and identification of staff competence through appropriate management procedures and succession planning which will be subject to audit by the Company.

xx) **2.10 Dispute Resolution**

- i) Both the Company and the Contractor shall maintain and share with each other a list of appropriate persons with seniority for the purposes of dispute resolution.
- ii) Both the Company and Contractor shall, at any such point during this contract in which an issue arises that requires escalation, based on the discretion and fair written warning of either the Company or Contractor representative, only after attempts to address at the project level, in the first reasonable instance arrange a meeting between their respective senior persons or their delegates to discuss the nature of the issue to seek resolution.
- iii) Both the Company and Contractor shall act in good faith when seeking resolution.

xxi) **2.11 Obsolescence**

The Contractor shall aid and assist the Company to manage and ensure the availability of all the sub- systems and component parts of the Wagons throughout the Duration. In addition, the Contractor shall manage obsolescence in respect of its sub-contractors' and suppliers' proprietary systems, assemblies and components for the Duration and shall by using its best endeavors to:

- a) Provide reasonable and sufficient prior written notification to the Company which shall include the Contractor's proposed measures for removal of any impending obsolescence issues, so as not to incur continued loss of performance.
- b) Use its extensive supply chain management process and relationships and knowledge as designer to facilitate the most economical solution.

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- c) The Contractor shall produce, manage and make available to the Company's Representative a complete obsolescence risk management register as part of its obsolescence management requirements.

xxii) **2.12 Warranty**

The Contractor shall be responsible for Warranty Management and the rectification of all supplier defects such including but not limited to the following: -

- a) Surveillance and tracking of failures by part number and by unique serial number.
- b) Return and progress of components for fault rectification to its suppliers.
- c) Documentation and record keeping of work undertaken.
- d) Goods inwards quality control paying particular attention to Safety Critical Parts
- e) Warranty management

The Contractor shall in its warranty management comply with the Company's warranty management process, contained in Appendix 2 (not yet attached).

The Contractor shall be responsible for providing a free repair, replacement or renewal of any component, whose repair, replacement or renewal arises out of defective workmanship, error or omission by the Contractor or any of its sub-contractors. The repair, replacement or renewal of any component shall be undertaken to the highest quality in line with any relevant standards and shall result in a renewal of the component warranty.

xxiii) **2.13 Project Requirements**

i) The Contractor shall, for the duration, make provision of clean and fit for purpose accommodation comprising of, as a minimum, a separate office facility, 2 no IT terminals and internet access for the sole use of the Company Representative with desks and secure storage facilities for 2 people. Access to a Meeting room and a process for booking such facility. Access to welfare facilities and Car Parking.

ii) The Contractor shall provide a Project Quality Plan based upon the headings contained within BS EN ISO 9000 series documents. All section titles shall be included; any "not applicable" section must be included but annotated Not Applicable. This shall be authored by the Contractor and agreed by the Company.

iii) The Contractor shall provide a detailed Project Execution Plan containing both text commentary and a Project Plan / Gantt Chart document containing both mobilisation and execution activities including, as a minimum: -

- Mobilisation of Personnel
- Material Lead Time
- Tooling and Equipment
- Facilities
- Assurance and Engineering activities
- Long Wagon Overhaul Programme
- Wagon production/overhaul process
- Quality Management
- Inspection process
- Control Plan
- Cost management and control process

- Programme risk management process

This shall be authored by the Contractor and agreed by the Company.

iv) The Contractor shall provide a Verification Activity Plan defining all verification and assurance activities either as a separate document or contained within the required Project Quality Plan. This shall be authored by the Contractor and agreed by the Company.

Where an inspection or test is required to determine the condition of a component or system, the supplier will provide a detailed report that shows (but is not limited to):

- Methodology including tools and techniques to be used.
 - Inspection / Test Criteria
 - Control Plan
 - Results
 - Findings
 - and Conclusions
 - Continuous improvement plan
 - Photos or data as supporting evidence.
- v) The Contractor shall adhere to the appropriate Quality Requirements listed within the B103 document agreed by the Company.
- vi) These verification activities shall include, but not be limited to, First Article Inspection (FAI), Company “E” exam, Factory Acceptance Testing (FAT), Audits and Other Product or Process verification activities. The Company require that all such activities can be viewed, comment upon or participated in by the Company Representative.
- vii) The Contractor will provide a detailed Overhaul Specification for each Wagon type, complete with any component overhaul instructions generated, in draft form prior to work commencing on the first wagon of each type and issue a validated release of this specification for approval by the Company on the completion of the first wagon of each type. During this process it is required that the Contractor provides the Company the opportunity to view the overhaul process of any item identified with a Risk Severity 3 or 4 defined within the reference documents of this specification. These requirements must be cascaded to sub-tier suppliers by the Contractor for qualifying items.
- viii) The contractor is to indicate the process to be applied for any non-OEM equipment or materials used to support the Overhaul. Any non-OEM materials utilised must meet or exceed the OEM standard and shall not modify the life expectancy of any component or system. A list of components and/or systems is to be provided by the Contractor with the Tender Submission.
- ix) The Contractor is required to detail all 100% changed materials or components and confirm that all change on condition materials or components are included within the offer.
- x) Any changes from OEM standard, either in design, material or processes (including welding) will, prior to being implemented, require formally agreement in

accordance with the “Change to Rolling Stock (CRS) process, defined within the referenced Assurance Standard S1538, being completed and approved.

- xi) The Contractor must confirm that the processes or materials used within the Overhaul will have no adverse effect on service life expectancy and maintenance requirements. The Contractor shall ensure all components, parts, spares required for the Wagon Overhaul are suitably protected/ stored and effectively managed so that stock inventory is maintained so it does not adversely affect the wagon overhaul programme.
- xii) The Contractor is required to keep records of reasons for change for non-mandatory change items. Where possible actual data recording the reasons is to be maintained and supplied to the Company on demand to assist in further condition monitoring of the fleet through the next Major Overhaul period.
- xiii) During the Overhaul the Contractor is required to maintain a traceability system that tracks any serialised item throughout the processes applied.
- xiv) Any float stock is to be returned to the Company at the end of the contract in the same condition it was provided.
- xv) The Contractor is responsible for providing any specific tooling required to overhaul items in support of this specification.
- xvi) The Contractor shall undertake all works in accordance to approved work instructions and shall ensure all overhaul related activities are undertaken in the safest and appropriate manner. This safety responsibility shall include the Contractor ensuring the provision of appropriate resources (labour, plant, equipment, PPE and any specialist tooling) throughout the duration of the Contract.
- xvii) It is not expected that the Contractor will be required to carry out any works to the depots or within the depots except for the purposes of collection and delivery at Ruislip Depot.
- xviii) The Contractor will be required to store and maintain their stock and any Float Materials provided by the Company. Details of such facilities required or provided by the Contractor are to be shown in the Tender submission.
- xix) The Contractor shall, within 3 business days of a written request by the Company representative, provide an up-to date register of all materials owned by the Company that is within the Contractors possession for these works, details shall include quantities and serial numbers. This includes all Materials, plant and equipment granted as part of any free issue for these works.
- xx) Unless agreed in advance with the Company Representative all wagon collection and delivery activities at Ruislip Depot shall be limited to weekdays between 14.00 and 16.00 hours.
- xxi) The Contractor is to satisfy itself that sufficient safe working access to lift, remove or transport equipment is provided and that this equipment is suitable for use within Ruislip Depot.
- xxii) During the joint inward inspection of the wagon at the supplier’s site and by means of written record, the work content will be agreed with the Company Representative and the supplier.

The work content will fall into one of three categories:

- a) Core Work. – Work which is identified within this scope as mandatory work.
- b) Menu Work. – Work which is identified within the scope as “on condition”.
- c) Missing and damaged. – Work that may not be covered in this scope of work but may need addressing.

These items will be controlled both for cost and execution by use of menu structure approach.

xxiv) **2.14 Wagon Acceptance**

Contractor

On completion of the overhaul of each wagon the Contractor shall, prior to the wagon being inspected by the company, submit the following information to facilitate the Company inspection. This documentation should be in both hard copy format suitable collated and in electronic format (PDF).

This information should include but not be limited to:

- Overhaul Scope of Work
- Purchase Order & Variations Orders • Raw Material Certificates (where applicable)
- Overhaul Process Instruction.
- Route Card (Job Traveller) Completed route cards (Artisan sign off of work undertaken) and record of Final Inspection Sign Off and Measuring Equipment Serial No. (Completed Inspection and Test Plan)
- Certificate of Conformity
- Calibration Certificates for IT&ME used on the Overhaul and Testing (where applicable)
- NDT Report (If Applicable) and a copy of Operatives in date NDT Certification
- Concessions (where applicable)
- Evidence of Competency for personal having worked upon the Overhaul of the Wagons
- Pressure Vessel Test Certificate (If Applicable)
- “E” exam result sheets. (Artisan sign off of work undertaken)
- Activity List and Completion Record.
- Practical Completion Certificate. (Part 1 completed and signed)

Note: Wagons cannot be submitted for Company inspection without Part 1 of the Practical Completion Certificate being completed.

Company

After Contractor Completion of the above responsibilities the Company shall carry out an inspection of the wagon by means of a First Article Inspection (FAI). This will include a wagon

inspection and a review of the supporting documentation. On Successful Completion of this inspection the Company shall complete Part 2 of the Practical Completion Certificate.

Note: Wagons cannot be accepted or delivered to Ruislip without Part 2 of the Practical Completion Certificate being completed.

On delivery to Ruislip depot, Transplant personnel will assure the wagons fitness to run on the underground by means of carrying out a statutory “E” exam. On Accepted Completion of this “E” exam the Companies Asset management team will complete the Final Completion Certificate.

xxv) **2.15 Movements and Permits**

- i) If required by the Company the Contractor shall arrange wagon transportation using FORS accredited haulers, noting that during Collection and Delivery at Ruislip Depot, the Contractor shall provide such lifting plant and /or lifting / handling equipment and facilities as required at the cost of the Contractor. The contractor must certify all plant used by the Contractor is certified by LOLER (Lifting Operations and Lifting Equipment Regulations) and PEWER (Provision and Use of Work Equipment Regulations)
- ii) The Contractor shall ensure that they possess all the appropriate and necessary permits and authority for all expected movements of material and wagons on public networks, including road or rail between REW and the Contractors site.
- iii) The Contractor shall ensure a suitable, secondary, alternative route to his primary to mitigate delays if the primary becomes unavailable at any point and for any duration of this contract.

xxvi) **3 Scope**

xxvii) **3.1 General**

The work content below is generic and represents an overall technical strategy for the fleet of wagons. It does not represent an order in which work should be carried out nor does it review float availability and wagon availability.

All the work carried out in support of this specification shall be in line with either, TFL, LUL, OEM or approved supplier process instructions and in accordance with relevant industry standards.

All Fasteners are “Mandatory Change” items.

On receipt at the supplier premises, the wagons shall be pre-tested (including pneumatic “stand up” test) by the supplier.

The Company will provide draft overhaul repair procedures for each of the wagon types. The Contractor shall verify and finalize these procedures against the first build of each wagon type

For sake of clarity, the supplier shall provide all materials except for draw gear assembly (100% replace) which shall be provided by the Company free issue.

Wheels, axles and bearing float material shall be provided by the Company.

xxviii) **3.2 Supporting Documentation**

In furtherance to the requirements listed in this technical specification, there are several supporting documents which provide further clarity and must be considered when the contractor is developing their methodology. These are provided in the attached document pack titled “Long Wagons Overhaul – Additional Supporting Information” included within the ITT documentation.

xxix) **3.3 Wagons**

Structural

i) Wagon Structure.

Core Work: Survey wagon structure for wagon body distortion. Provide detailed report to Company Representative detailing full extent of anybody distortion found. Methodology for the survey to be agreed with the Company Representation, the accuracy of measurements taken during this survey shall be a maximum of +/- 2mm.

Menu Work: Any structural survey resultant works shall be undertaken as follows:

- Provide an appropriate repair procedure for any wagon body distortion found, that exceeds the as built drawing tolerances, for the Company Representatives approval to repair.
- Provide a price in accordance with rates in the Pricing Schedule.

Core Work: Check wagon structure for damage, corrosion and condition of paint. Report the findings to the Company Representative.

Menu Work: Any structural work content required will be undertaken as Menu work.

- Estimated 25% will need remedial work

Core Work: Wagons shall be fully cleaned upon arrival into the Contractors worksite, this cleaning shall include bogies and underframe, to a standard that ensures the removal of all dirt and grime. This cleaning shall also be undertaken to the wagon following the completion of all works activities prior to the return of the wagon to Ruislip Depot.

Core Work: Prepare and Paint wagon including the replacement of any Numbering / Livery. It should be noted the Contractor shall only use paints compliant with LUL Standards. Paint preparation shall be in accordance to the recommendations of paint manufacturers and in addition shall be undertaken to achieve a minimum life of 8 years.

ii) Stanchions

Core Work: Where fitted, inspect stanchions, stanchion pockets and stanchion brackets for damage, distortion and security.

Menu Work: Repair or replace stanchions, stanchion pockets and stanchion brackets. Replace fasteners if found to be loose or damaged.

- Estimated 30% will need remedial work. Menu pricing for the repair / replacement of the above shall be provided,

iii) Hand Rails

Core Work: Inspect handrails for damage/distortion and security

Menu Work: Repair or replace damaged handrails. Note painting included in Wagon Painting.

- Estimated 20% will need remedial work

iv) Access Steps

Core Work: Inspect access steps for damage/distortion and security

Menu Work: Repair or replace damaged access steps. Note painting included in Wagon Painting.

- Estimated 25% will need remedial work

v) Air Pipework

Core Work: Inspect air pipework for external damage.

Menu Work: Repair or replace any damaged air pipework.

- Estimated 25% will need remedial work

Core Work: Conduct leakage test on all air pipework (stand up test).

Menu Work: Rectify all leaks identified.

- Estimated 50% will need remedial work

vi) Electrical Conduit & Cabling

Core work: Remove 10-way jumper receptacles and associated wiring & conduit. Check any remaining electrical conduit and cabling for damage. Any damage is to be reported to the Company Representative. Note – All redundant cabling / conduit and boxes are to be removed. Make good any resultant holes in the headstock by means of welding.

Menu Work: Repair or replace damaged conduit/cabling in line with the Company Representatives instructions.

- Estimate 2% will need remedial work

vii) Bogie to Body Earth.

Core Work: Side frame to bolster and bolster to body earth bonds are to be mandatory change items.

viii) Wagon mounted equipment mounting integrity

Core Work: Inspect the mounting integrity of any equipment fitted/mounted to the wagon. Report any findings to the Company Representative.

Menu Work: Any work required following inspection will be undertaken as Menu work.

- Estimate 5% will need remedial work

ix) Centre pivot assembly

Core work: Inspect centre pivot assembly condition. Check centre pivot pins for damage and wear. Check retaining/cotter pin for damage. Replace centre pivot mounting bolts 100 % mandatory change. Report the findings to the Company Representative.

Core work: Inspect centre pivot supporting structural area, clean off all corrosion and grime within this area to ensure correct seating of centre casting bolts is achieved.

Menu Work: Replace or overhaul if required.

- Estimated 5% of centre pivots need remedial work
- Estimated 10% of centre pivot pins require change out
- Estimated 40% centre pivot pin retaining cotter pins require change out.

xxx) **3.4 Inter-vehicle connections**

i) Brake hoses:

Core work: Replace brake hoses 100% mandatory change ii)

Jumpers:

Core work: Inspect jumpers for damage and continuity. Report the findings to the Company Representative.

Menu work: Repair, replace or remove damaged conduit/cabling in line with the Company

Representatives instructions. This approach is due to some electrical conduit and cabling will not be in use.

- Estimated 2% will need remedial work

3.5 Wagon mounted Brake Equipment.

i) Brake Linkages

Core work: Inspect for damage and wear. All pins and bushes shall be replaced as mandatory change items

Menu work: Repair or replace brake linkages as required.

- Estimate 10% will need remedial work

ii) Handbrake

Core Work: Inspect mechanism for damage and wear. All pins, bushes & knuckles shall be replaced as mandatory change items.

Core Work: Inspect spur gear support assembly for damage and corrosion.

Menu Work: Replace damaged/corroded/worn components.

- Estimate 10% will need remedial work

iii) Brake Blocks:

Core work: Replace brake blocks 100% mandatory change.

xxxi) **3.6 Bogies**

Bogie Components

Wheel sets shall be removed from the bogie, and the bogie should be assessed for damage and measured as below.

Note: VTA valve should be removed for overhaul prior to the assessment of

the bogie. i) Bogie frame

Core work: Visually check for cracks. Measure the location seats for the bearing adaptor. Report any findings to the Company Representative. Check bolster chevron lugs for damage and security.

Menu work: Any cracks should be repaired. A repair process should be developed by the supplier and approved by the Company. If measurements exceed the drawing tolerances then a repair by welding and machining will be required. A repair process should be developed by the supplier and approved by the Company. • Estimate 10% will need remedial work

ii) Centre Pivot liners

Core work: 100% replace with new.

iii) Side bearer Liners & Wear Pads

Core work: 100% replace with new.

Core work: Side bearer packing, side bearers should be packed using shims (added or removed equally across the bogie) such that the combined side bearer clearance

(across the bogie) is in accordance with the relevant MACS (Minimum Acceptable Condition for Service).

iv) Chevrons

Core work: 100% replace with new (where chevrons have not been replaced recently).

v) Bolster retaining key

Core work: Check bolster retaining key for damage. Report any findings to the Company Representative.

Menu work: Replace if required.

- Estimated 10% change out

vi) Axle keep key

Core work: Check axle keep key for damage. Report any findings to the Company Representative.

Menu work: Replace if required.

- Estimate 10% Change out

vii) Brake beam assy.

Core work: Brake beam assembly to be checked for damage and wear. All pins and bushes are to be replaced as mandatory change items. Report any findings to the Company Representative.

Menu work: Repaired or replaced as required.

- Estimate 5% will need remedial work

viii) Bogie brake rigging.

Core work: .All pins and bushes are to be replaced as mandatory change items. Brake levers and turnbuckles to be checked for damage and wear Report any findings to the Company Representative.

Menu work Repaired or replaced as required.

- Estimate 5% will need remedial work

xxxii) **3.7 Wheelsets**

i) Wheelsets

Core Work: Wheelsets to be overhauled in line with LU standard EO.14.06.01 and TransPlant Document JNP-TPF-SCO-00023 Wheel set Data Sheets.

Inspection of Condition and Suitability of continue used.

Wheel set Overhaul Work Content

Menu items:

- Remove Wheels
- Fit Wheels
- Machine Axle body

- Prove Loading of Wheels
- Remove Bearings
- Fit New Bearing (supplied)
- Re-profile Wheels
- MPI Axle
- UAT Axle
- Paint & Protect Axle (incl. wrapping and stencilling)
- Estimated 40% remedial / change out

xxxiii) **3.8 Brake Equipment**

i) Distributor

Core work: Overhaul in line with OEM or approved supplier procedures instructions ii) Brake cylinders

Core work: Overhaul in line with OEM or approved supplier procedures instructions iii) Brake Regulators

Core work: Overhaul in line with OEM or approved supplier procedures instructions iv) Change over valve (VTA Valve)

Core work: Overhaul in line with OEM or approved supplier procedures instructions v) Empty Load Valve (Where fitted)

Core work: Overhaul in line with OEM or approved supplier procedures instructions vi) Brake Cocks

Core work: Overhaul in line with OEM or approved supplier procedures instructions vii) Reservoir

Core work: Mandatory inspection of all reservoirs against BS EN286-3. Report any findings to the Company Representative.

Menu Work: Repair or replace reservoir as required.

- Estimated 5% change out

viii) Emergency Brake Cocks

Core work: All Emergency Brake Cocks to be replaced with new.

xxxiv) **3.9 Buffers**

i) Buffer Assembly

Core work: All buffers are to be overhauled to restore to OEM specifications. Overhaul procedure to be produced by the Contractor and agreed with the Company Representative.

Menu work: Replace with new.

- Estimated 20% will need replacement.

xxxv) **3.10 Drawgear**

i) Drawgear Assembly

Core work: 100% replaced as mandatory change items

xxxvi) **3.11 Couplers**

i) Coupler Assembly

Core Work: All Buckeye Couplers to be overhauled to OEM specifications. Overhaul procedure to be produced by the Contractor and agreed with the Company Representative.

Menu work: Replacement with new Buckeye Couplers.

- Estimated 10% will require renewal

xxxvii) **3.12 Wagon Heights**

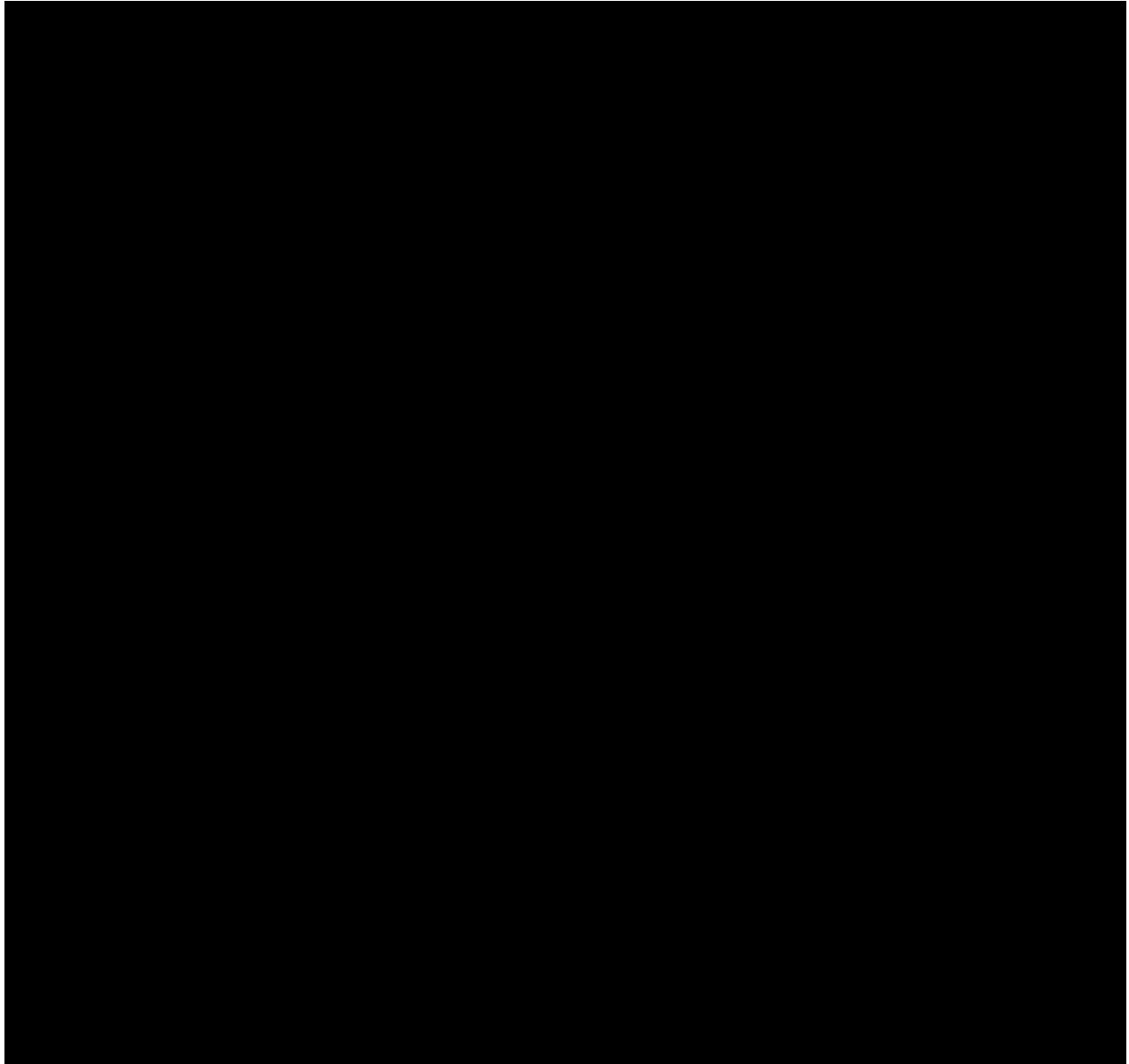
i) Wagon Heights

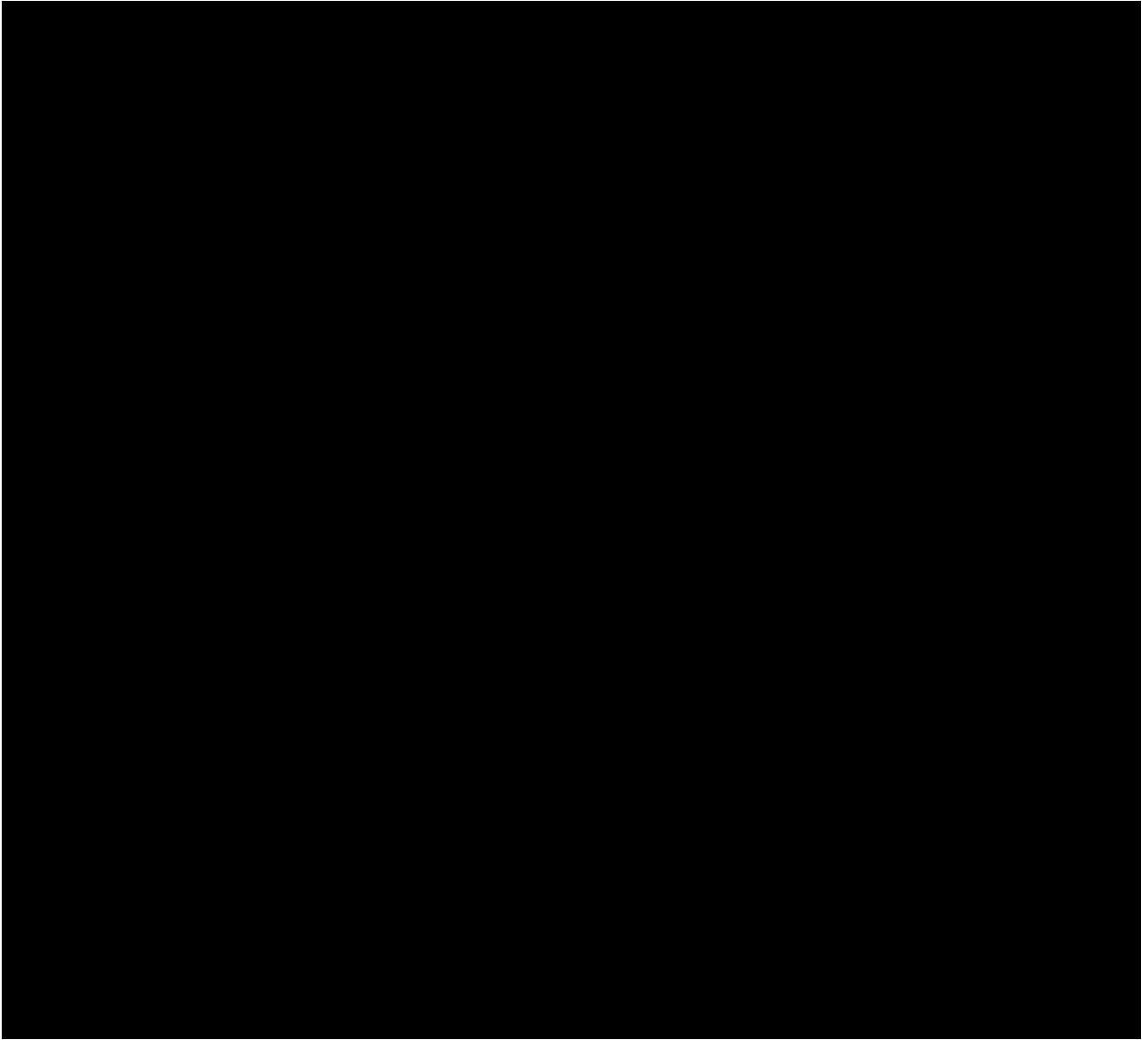
Core Work: All Wagons shall be adjusted for height (using shims under the centre casting), such that the buffer and buckeye coupler heights are as close to the nominal height above the running rail, as possible. Any non-compliances to be advised to the Company Representative.

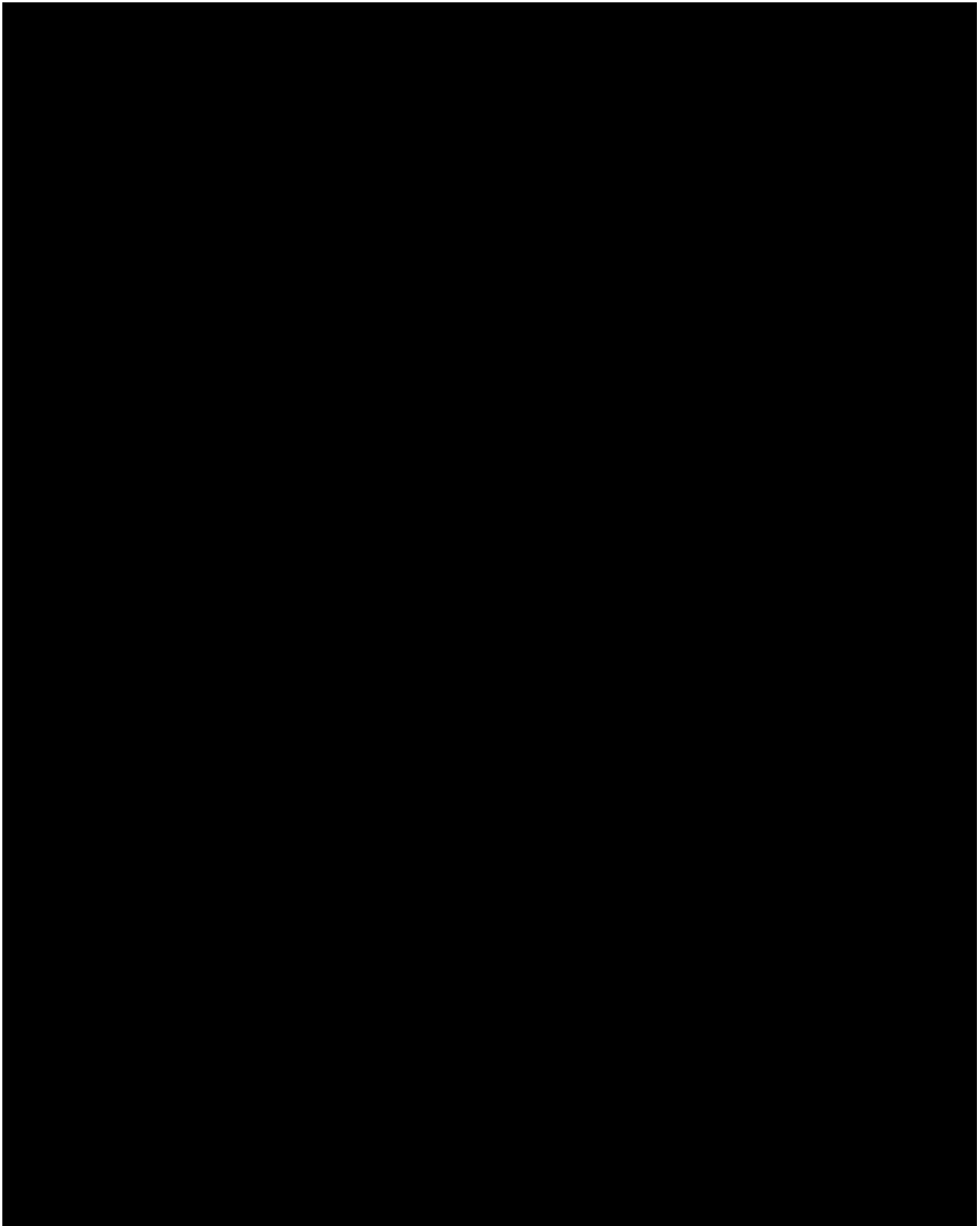
Menu work: Rectification of any wagons where the heights cannot be achieved shall be investigated and a repair proposal submitted.

- Estimated 40% will require rectification.

a) Post Tender Clarification Question and Answers



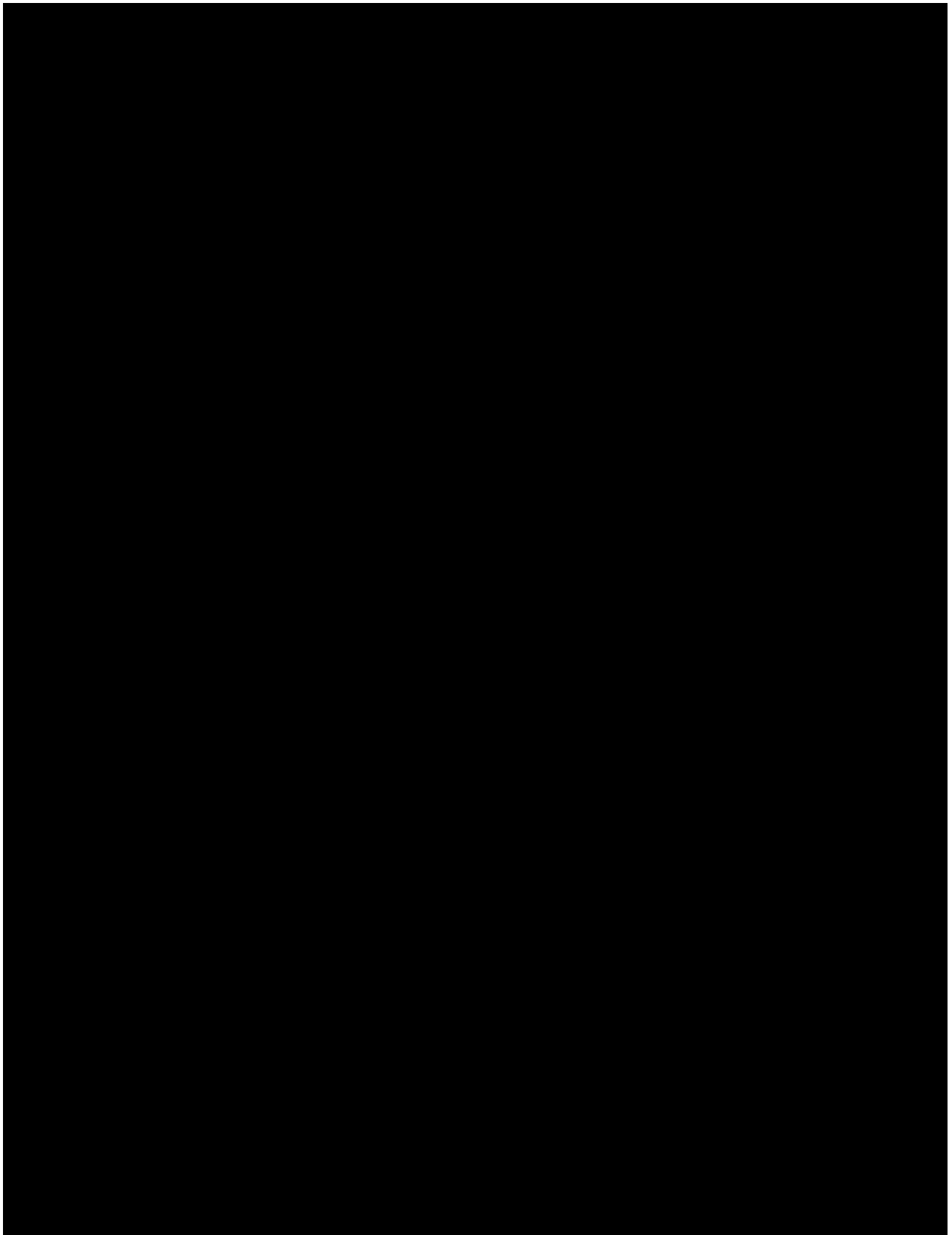


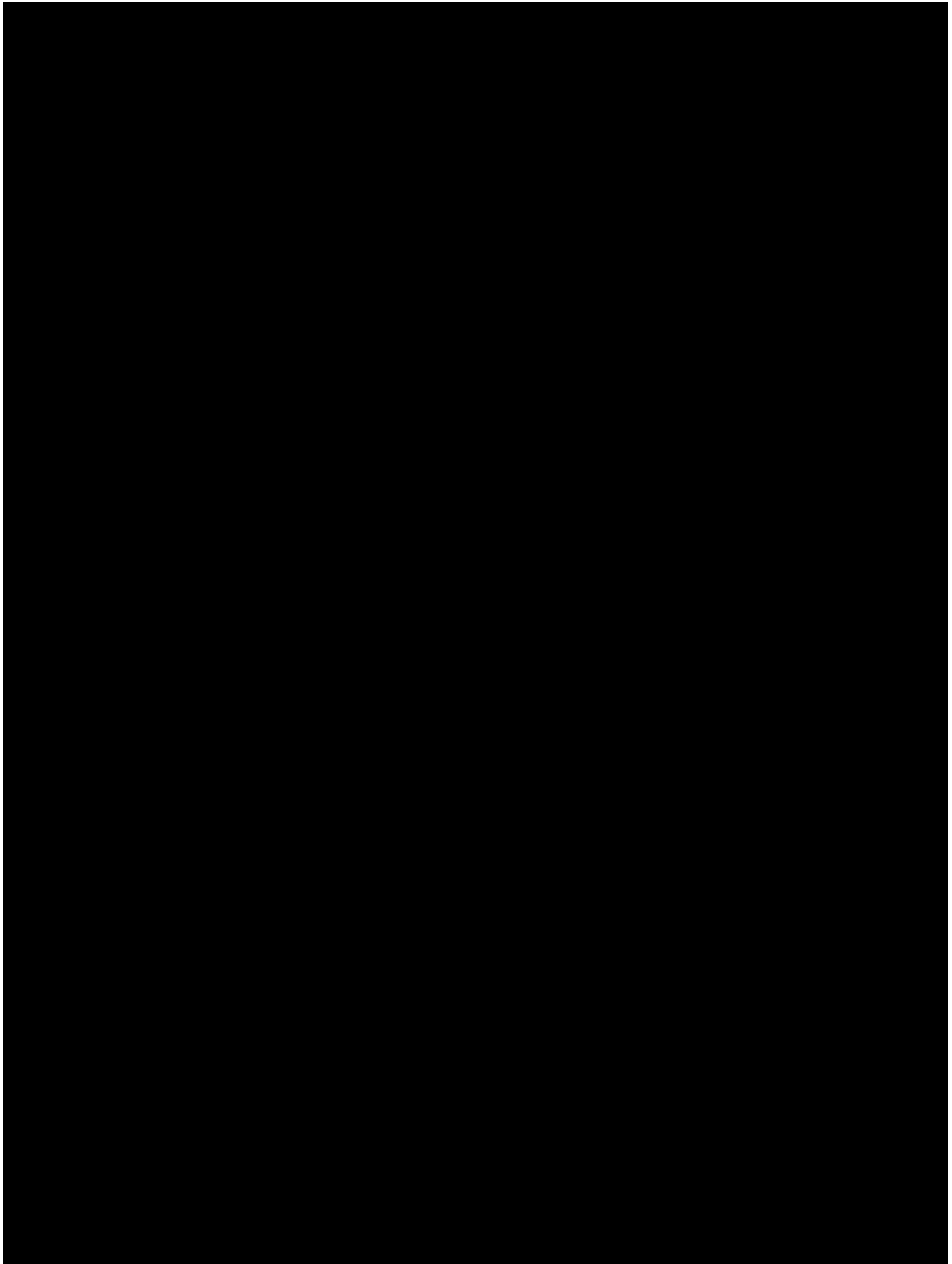


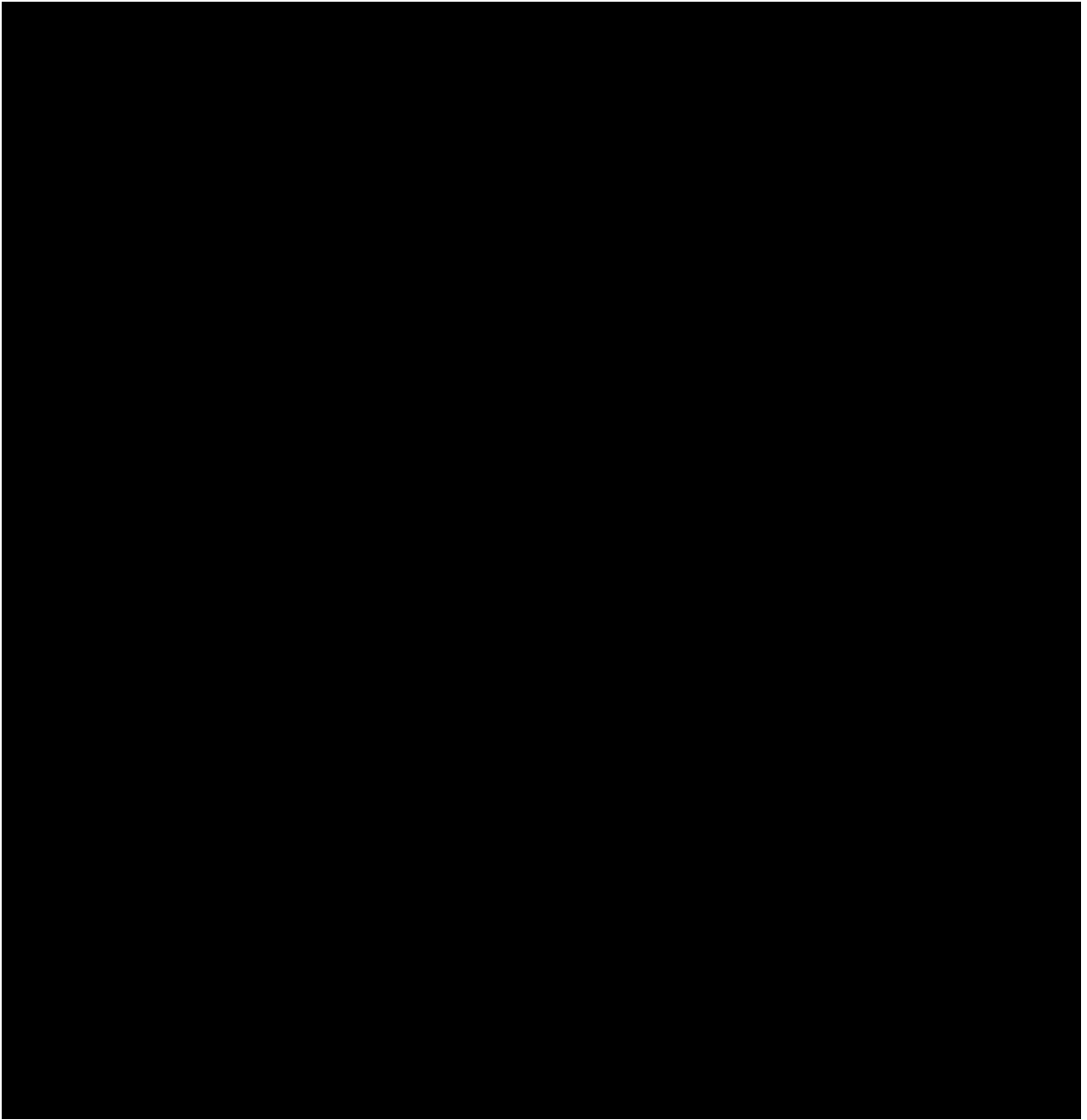
b) Please refer to specification documents in the Long Wagons overhaul Document Tracker

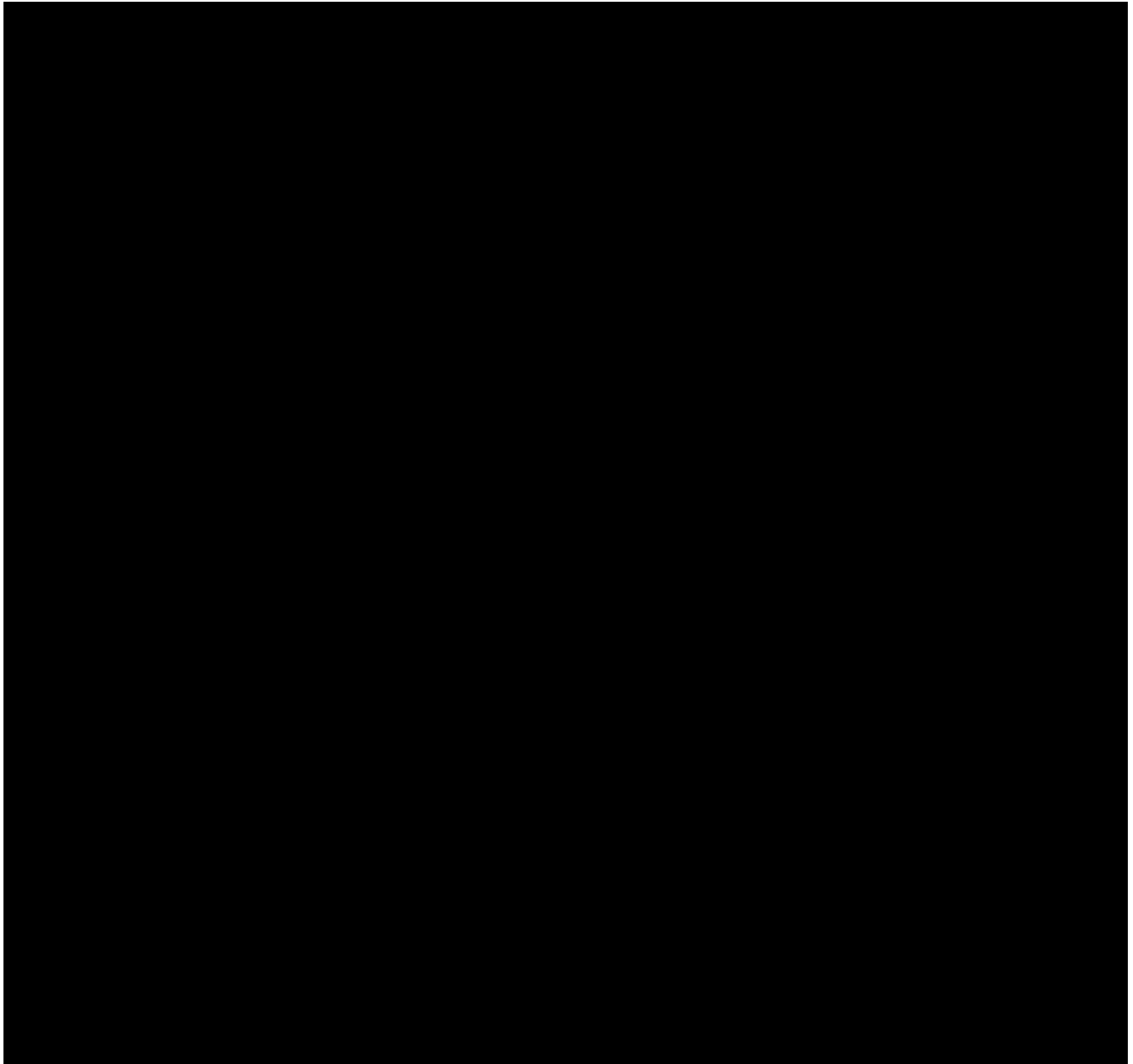
Long Wagons Overhaul Tender Pack Document Tracker		
Vehicle Overhaul Procedures		
Line Ref	Revision	Document Reference Name
1	D1	Bogie Overhaul RW (Procor 30T)
2	i4	Vehicle Overhaul RW
3	D1	Bogie Overhaul HD Bogie
4	i2	Vehicle Overhaul HD
5	D1	Vehicle Component Repairs
Local Vehicle Procedures		
Line Ref	Revision	Document Reference Name
6	D1	Wagon Body Light Repair
7	D1	Bogie Repair Procedure
8	D1	Prep & Paint Procedure
9	i1	Air Reservoir Overhaul
10	i1	GP Handbrake Rigging Assembly
11	i3	Torque Check Block Card (RW)
12	i1	Guide to Torque Check Values
LUL Procedures		
Line Ref	Revision	Document Reference Name
13	N/A	Work Instruction - Transplant Wagon Dimensional Survey
14	N/A	TransPlant Wagon Measurement Survey Record Visualisation
15	N/A	Removal-Refit Wagon Drawbar
16	N/A	Buckeye Droop - Tech Notice - Measuring Buckeye Droop
17	i3	Wheelset Data Sheets
18	N/A	Non destructive testing of wheel sets
19	N/A	UAT Code 51 Axles
20	N/A	UAT Code 53 Axles
21	N/A	Wagon Lifting Point Locations
22	N/A	Case Hardening Specification
23	i1	GP Packing & Bolts - CM-MW & GP Wagon
24	N/A	Train End Cocks (LH & RH) Identification Sheet
Scope		
Line Ref	Revision	Document Reference Name
25	10	Long Wagon Overhaul Technical Proposal
26	5	Work Scope Tabulated (Parts QTY)
Drawings		
Line Ref	Revision	Document Reference Name
	N/A	Drawing Pack
	N/A	General Arrangement Drawings
Additional and Supporting Info		
Line Ref	Revision	Document Reference Name
	N/A	RW809 Photographs
Commerical		
Line Ref	Revision	Document Reference Name
	1	ITT

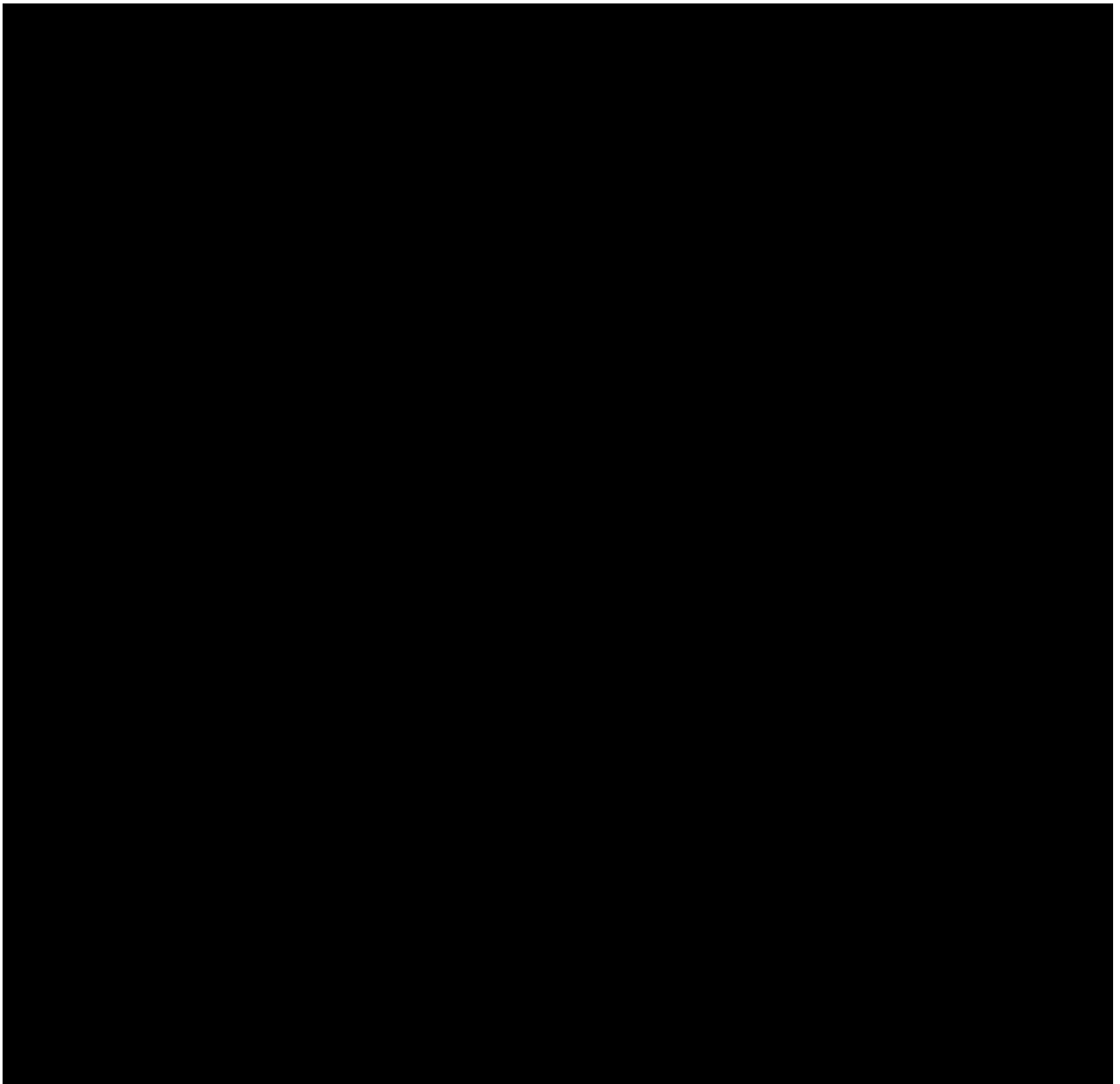
c) Please refer to the Wagon Drawing List as set out in the Specification (Scope of Work) Volume 2

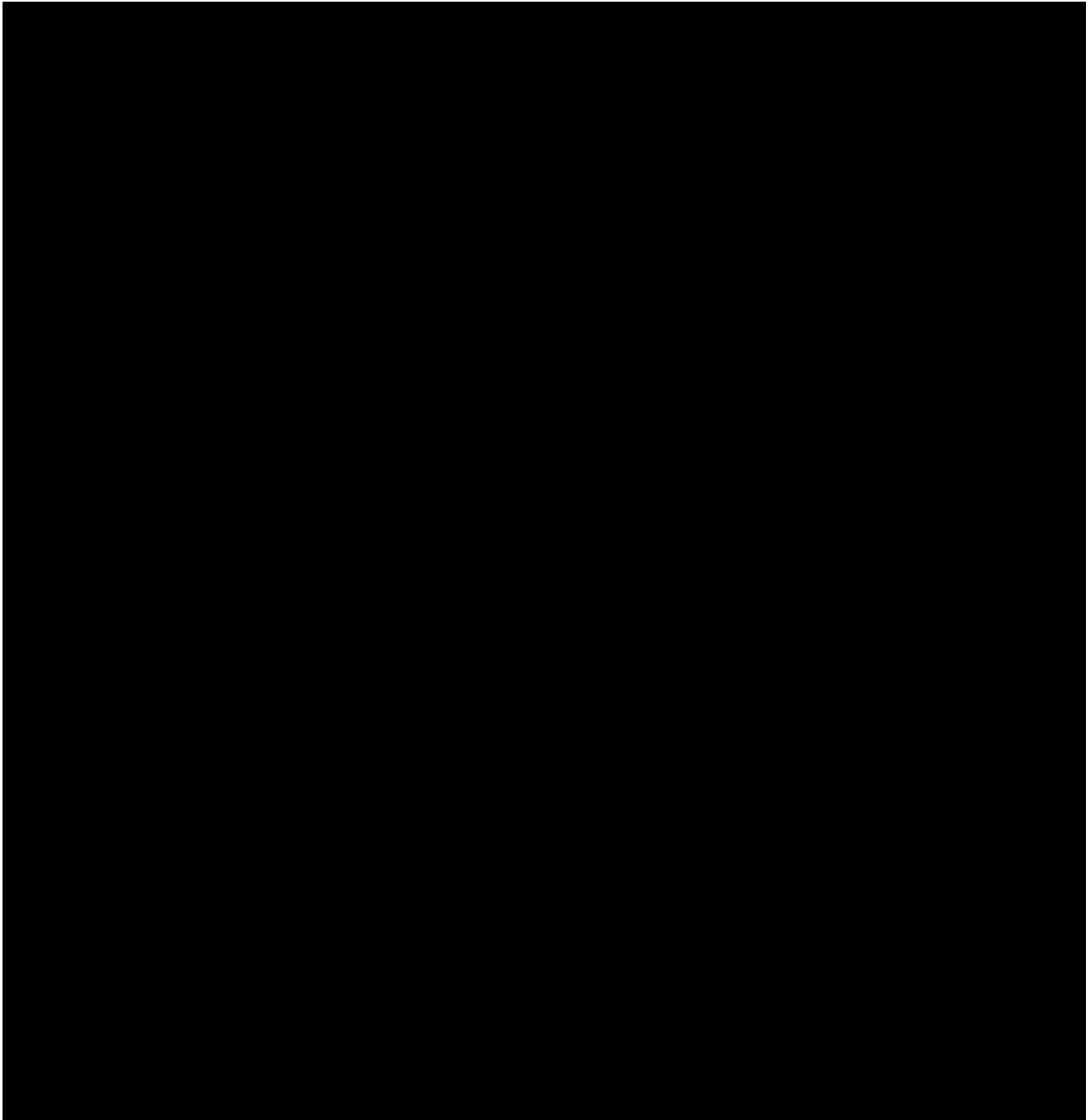


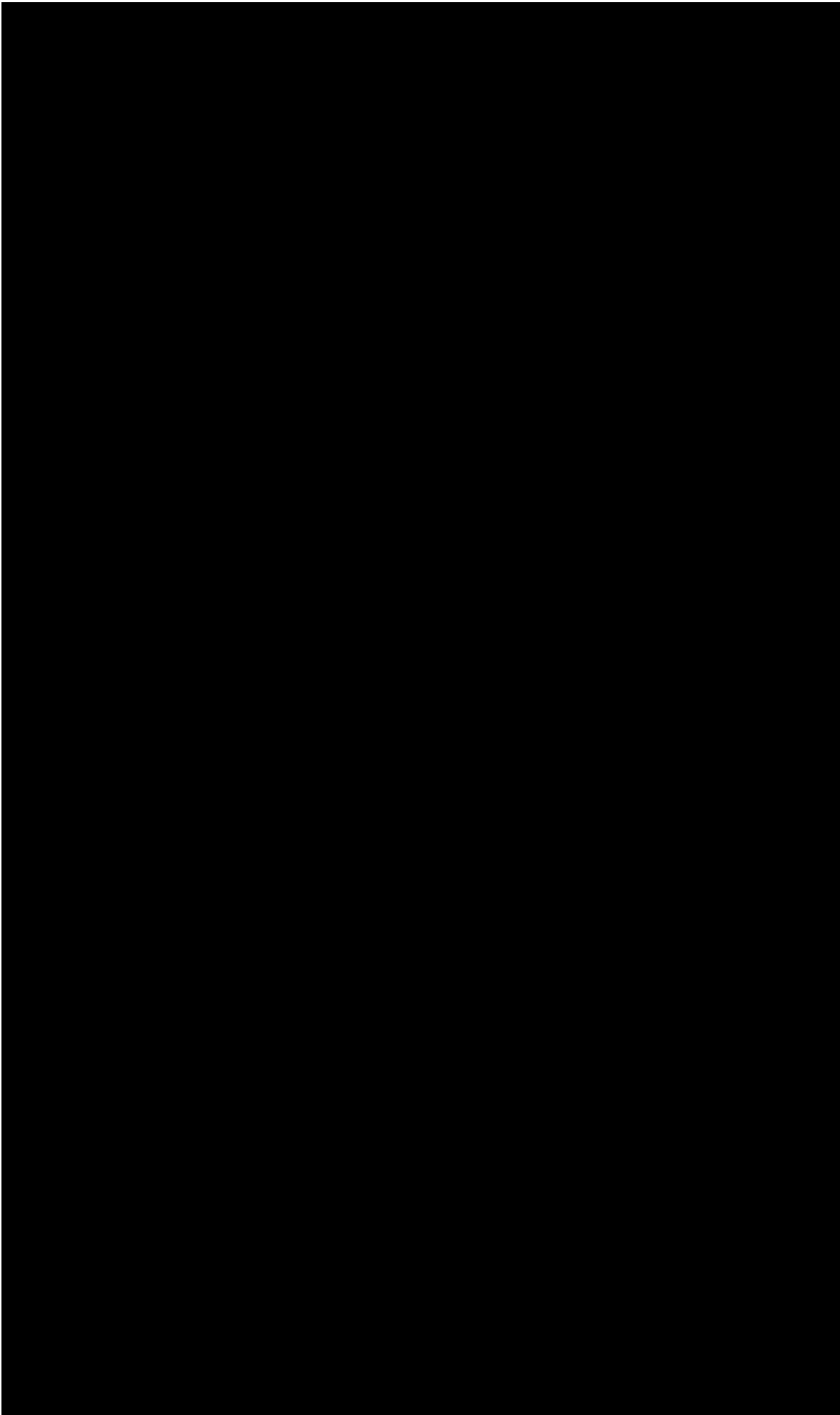


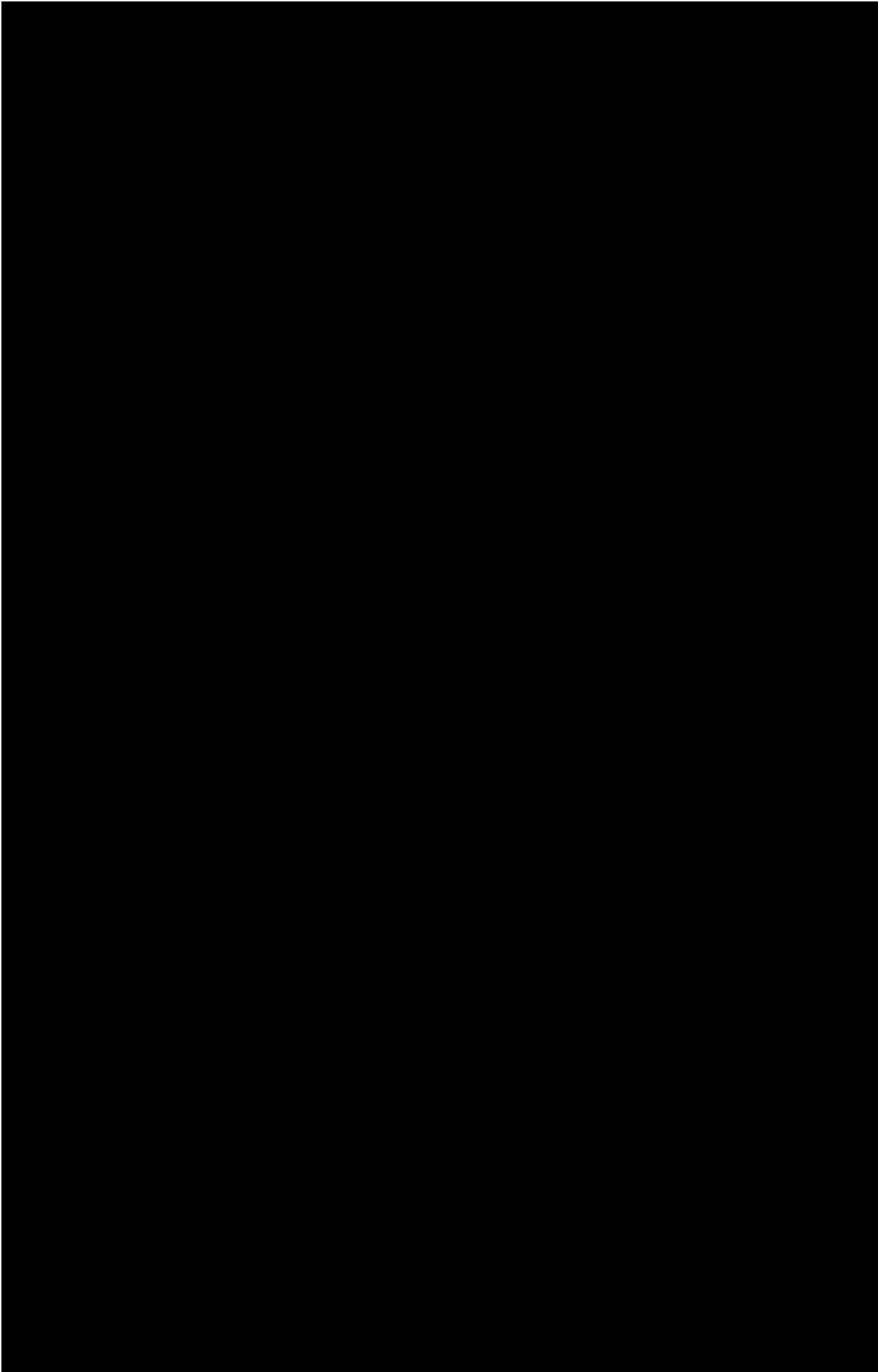


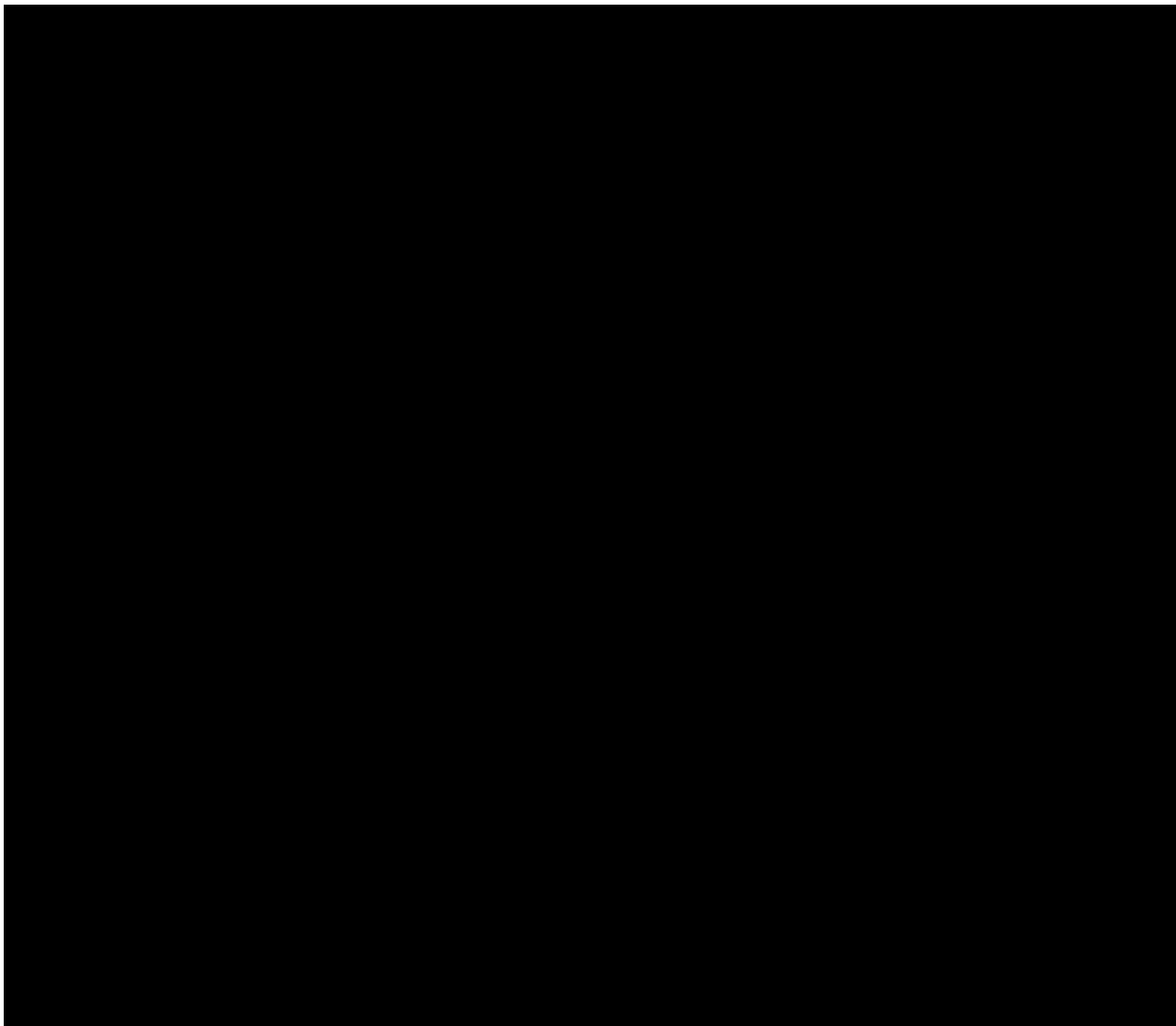












Schedule 4

Contract Variation Procedure

- 1 The cost of any Variation Order shall be agreed between the parties taking account of the reasons why the Variation Order was required.

- 2 The Company may propose a variation by completing Part A of the Variation Proposal and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each party by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a **"Variation Order"**) and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.

- 3 The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a **"Variation Order"**) and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.

- 4 The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.

- 5 The price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the quantity of Goods and range of Services to be provided.

- 6 In an emergency, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.

- 7 The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.

- 8 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2.
9. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of the Contract, including, but not limited to the Specification and the Programme.
- 10 Strict adherence to the procedure described in this Schedule 4 shall be a condition precedent to any addition to the Contract Price for the Goods and Services. If the Supplier does not adhere to each paragraph in this Schedule 4 then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Goods and/or Services.

Appendix 1

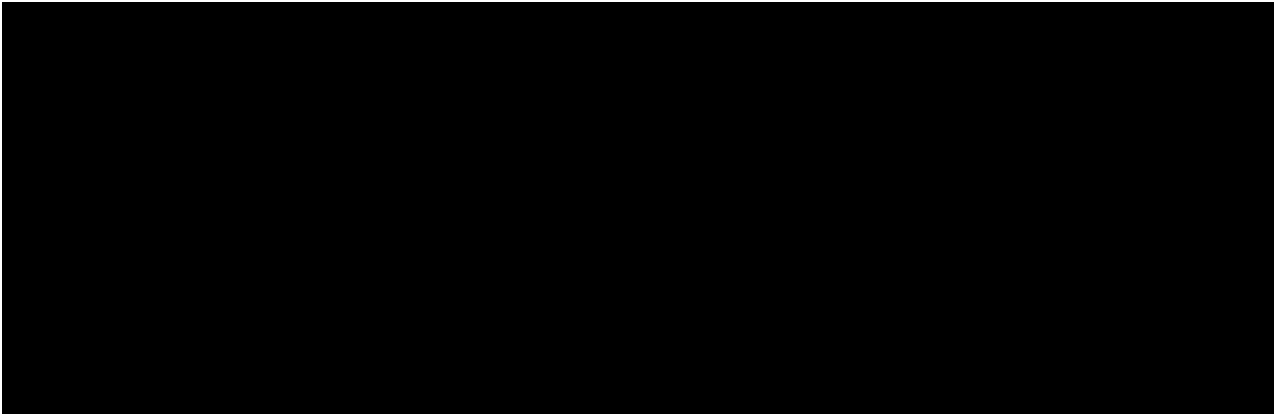
Form of Variation Proposal/Variation Order

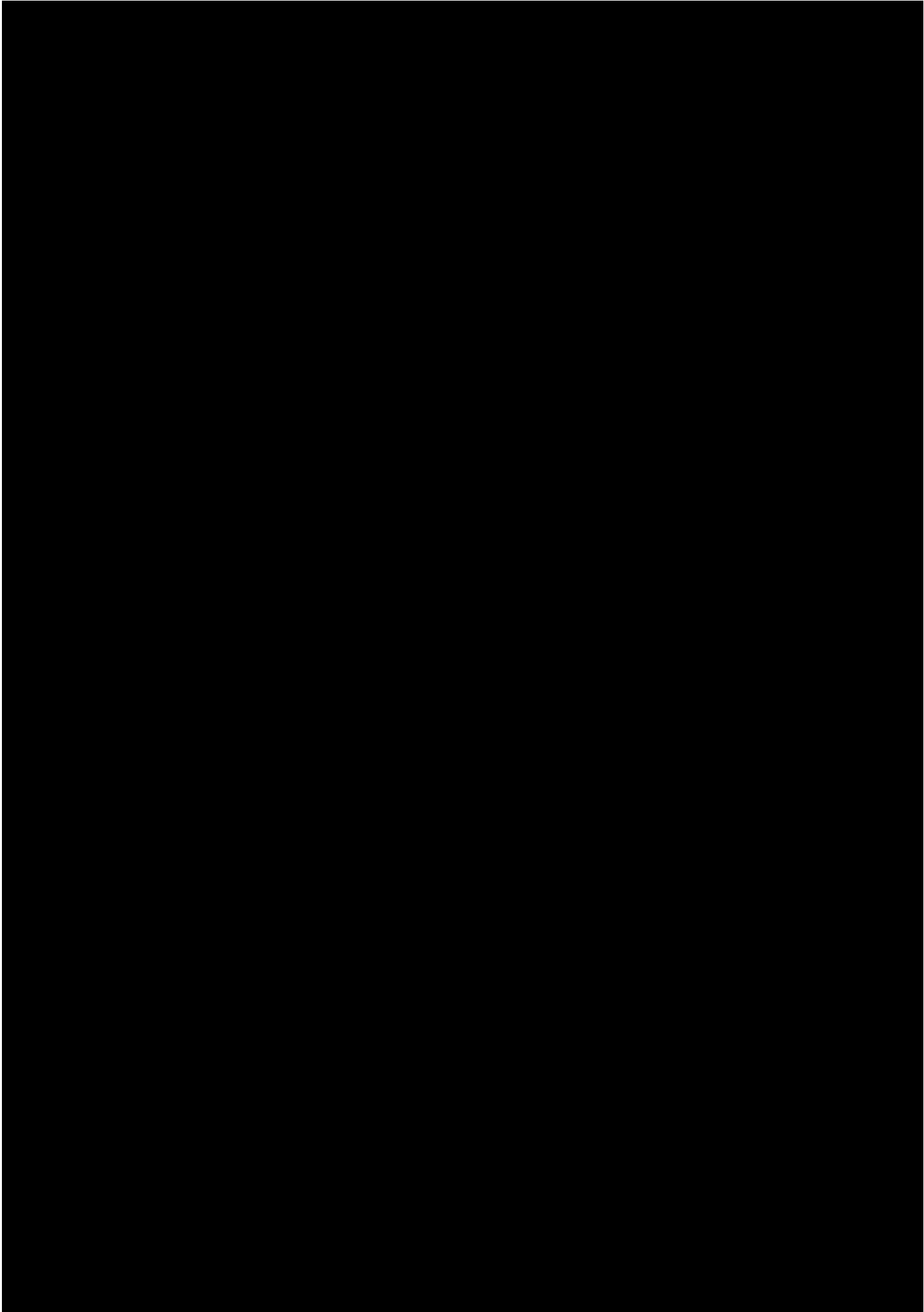
To:	From:
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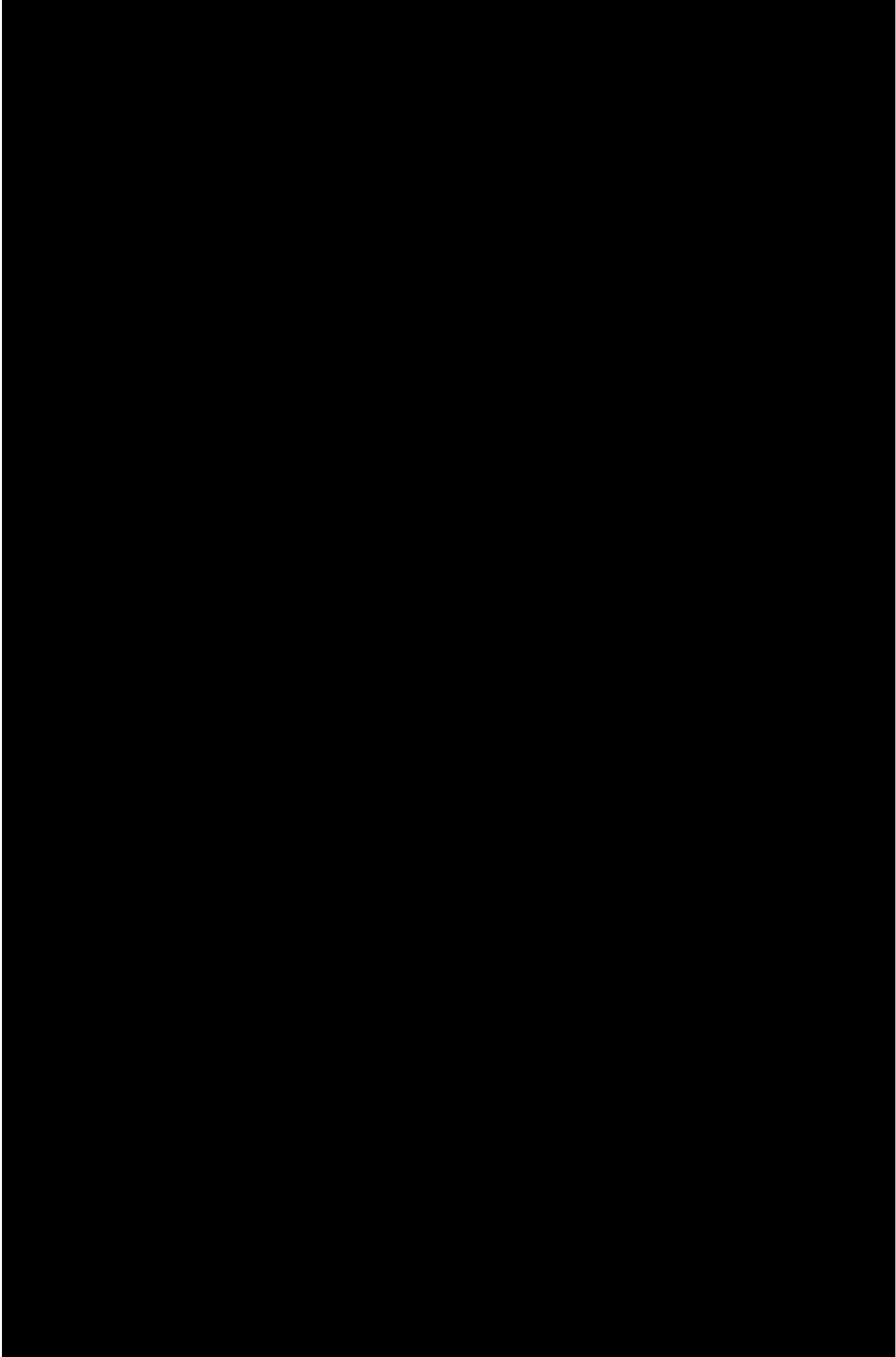
Contract Reference:
Variation Number:
Variation Title:

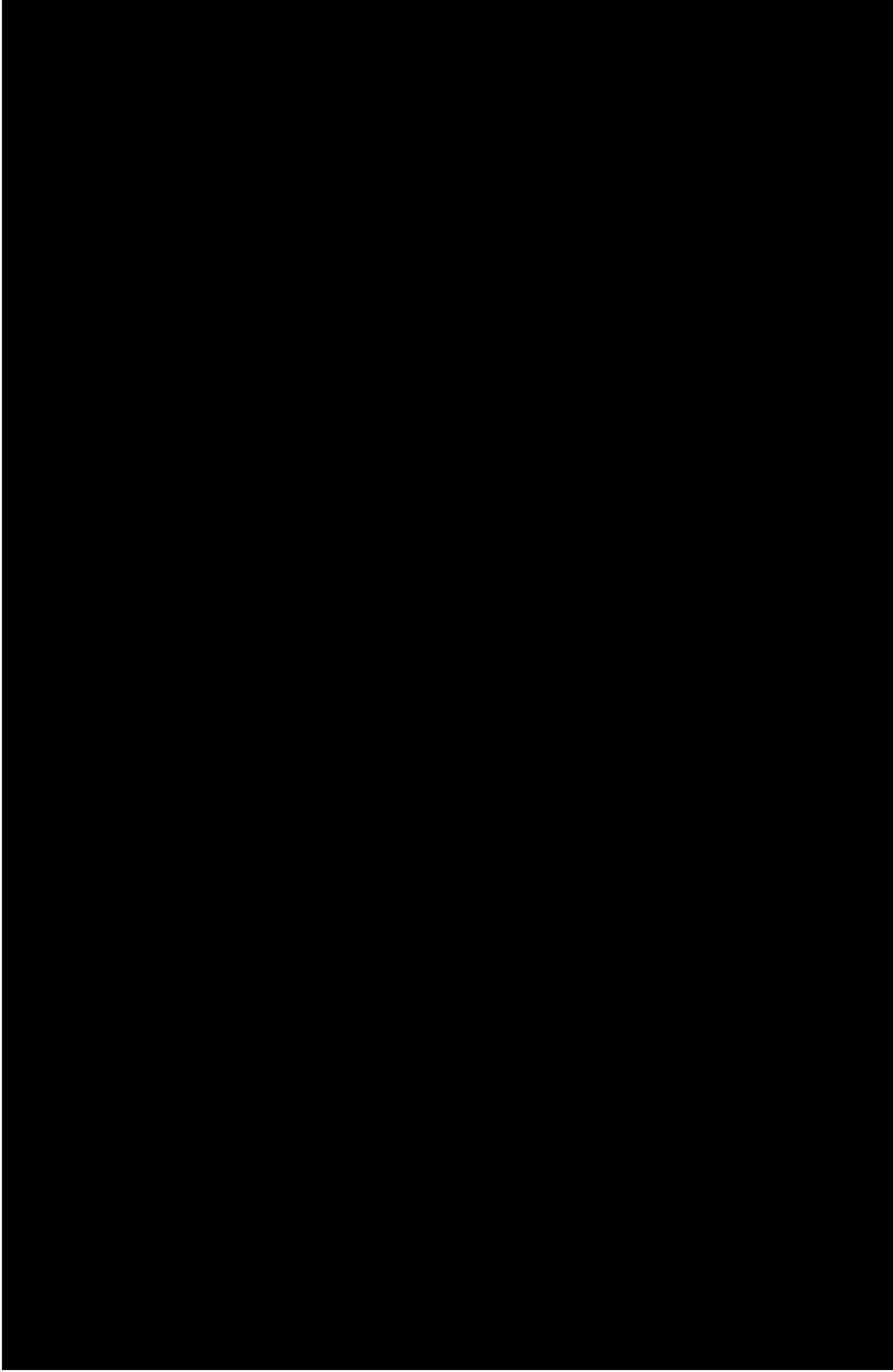
PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)	
Description of change:	
Reason for changes and impact (if any) on Contract:	
Variation Proposal Authorised by:	Proposal Date:
PART B (TO BE COMPLETED BY THE SUPPLIER)	
Price Breakdown Note: If a further breakdown is needed please append details as a separate sheet.	
Expected Delivery Date and/or Completion Date:	
Supplier's Representative:	
Print Name: Signature: Date:	
Completed document to be returned to the Company's Representative	
PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)	
Comment on Parts A and B:	
Variation Authorisation	
Company's Representative:	
Print Name: Signature: Date:	

Schedule 5 Programme



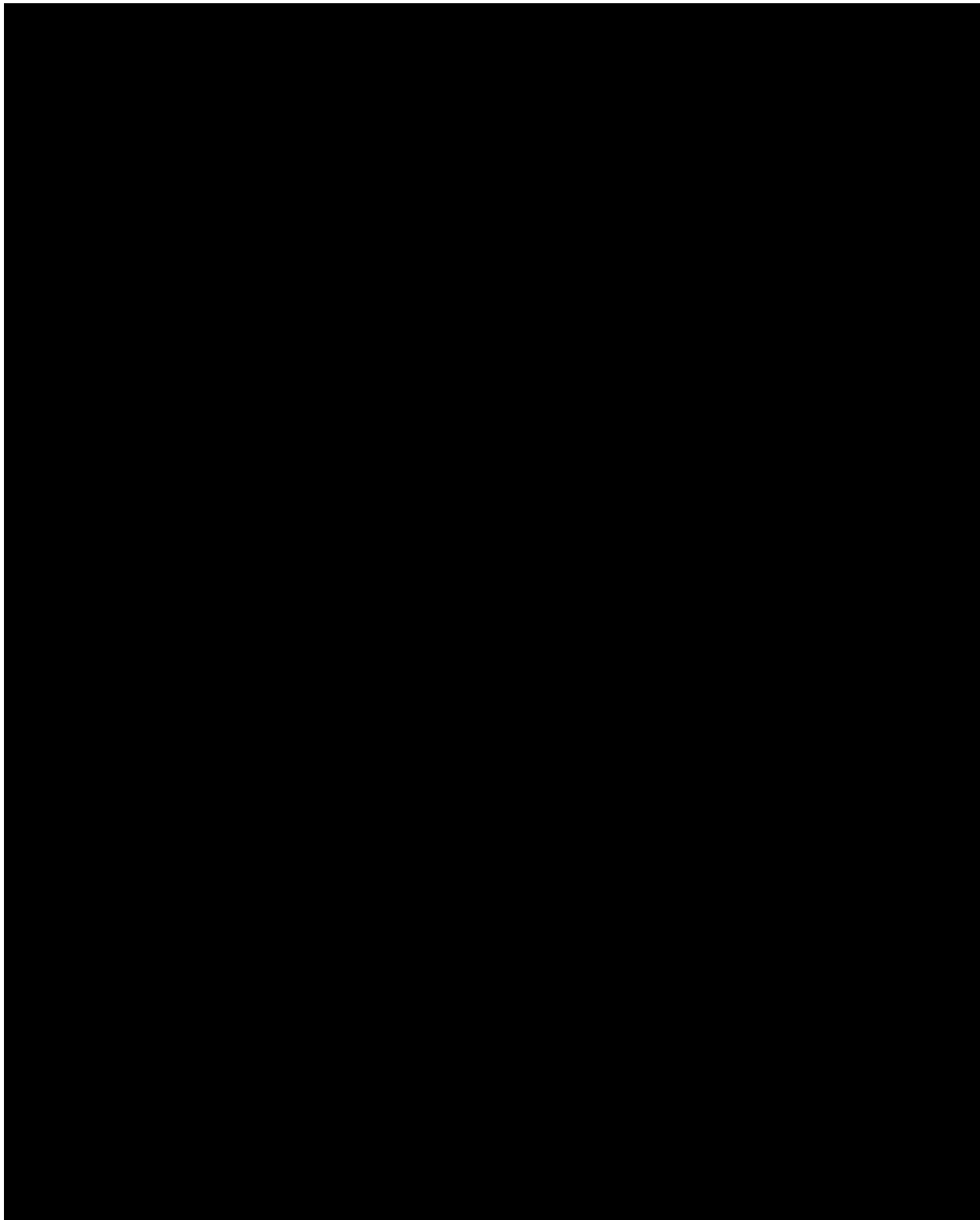




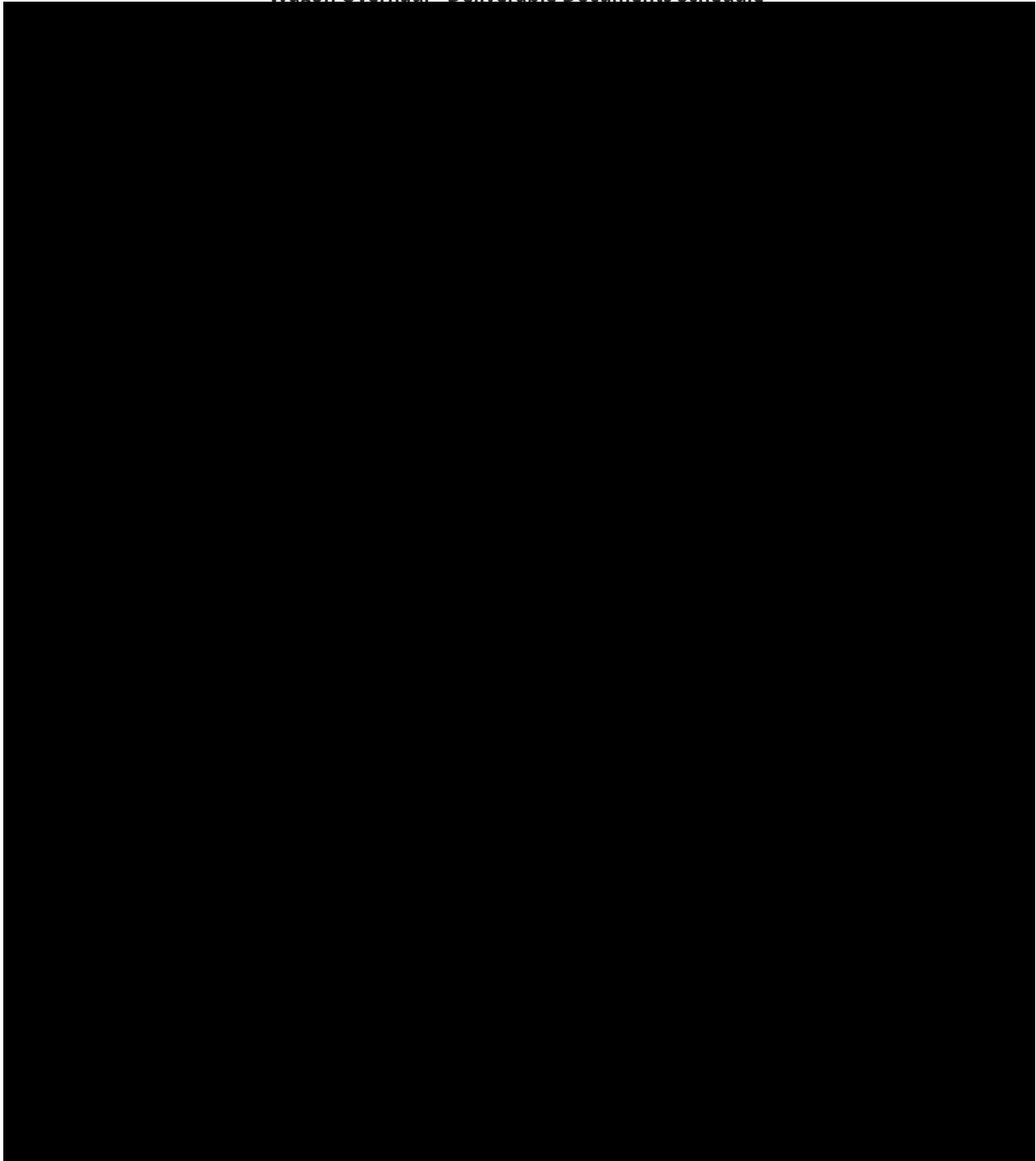


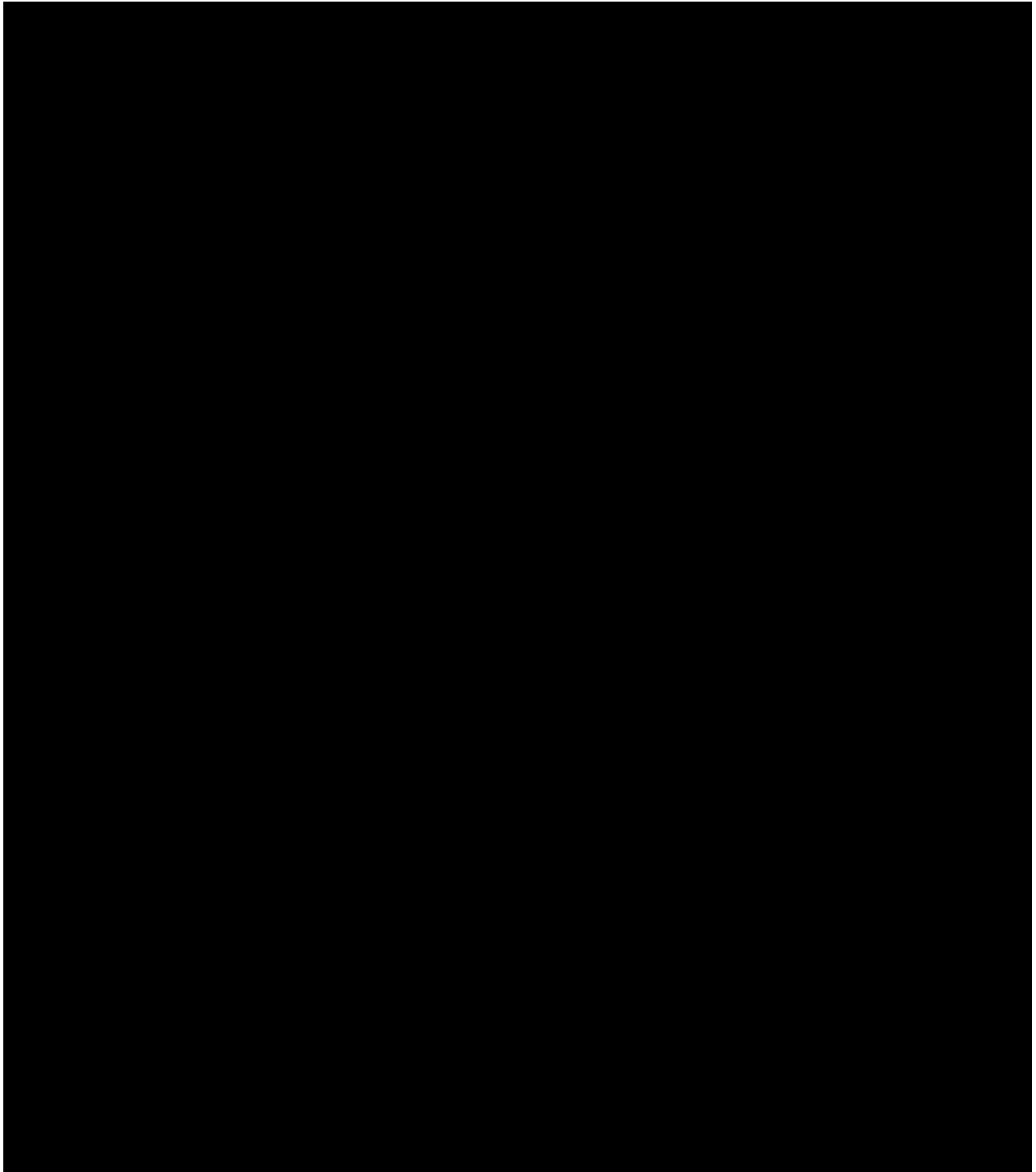
d) [REDACTED]

Background



Wagon Overhaul - Deliverable Documents Schedule





Schedule 6

Quality and Safety Plan

Quality and Safety plan to be inserted post tender

Contractor will supply these during the mobilisation period.

Schedule 7

Social Value

1 Social Value

Introduction and background

- 1.1 The Authority is partnering with the Company for the purpose of ensuring the promotion and delivery of demonstrable and measurable Social Value in respect of contracts which the Authority enters into.
- 1.2 The Company provides and manages the Social Value Portal.
- 1.3 As part of its Tender, the Supplier made various commitments to the Authority in respect of Social Value using the Social Value Portal.
- 1.4 This Schedule contractually obliges the Supplier to deliver on these commitments.

Definitions

- 1.5 In this Schedule, the following terms shall have the corresponding meanings:

Actual Social Value Delivered means the value expressed in £ sterling of the Social Value delivered by the Supplier following the date of this Contract, which will be calculated by the Company (acting reasonably) by:

- (a) identifying the number of Units of Measures actually delivered by the Supplier under this Contract; and

- (b) multiplying such number of Units by the Proxy Value applicable to the delivered Measure(s),

in each case using the Relevant Data uploaded by the Supplier to the Social Value Portal

Agreed Social Value Delivery Plan means the Supplier's strategic social value delivery plan:

- (a) which was submitted and agreed with the Authority as part of the Supplier's Tender prior to the entry into of this Contract, modified as necessary to include any agreed improvements requested by TfL prior to the date of this Contract; and

- (b) which is appended at Appendix 1 of this Contract,

as may be updated and amended from time to time in accordance with this Schedule

Company means Social Value Portal Limited, whose registered office is at Tintagel House, 92 Albert Embankment, London, SE1 7TY, and whose company number registered at Companies House is 09197997

London Themes Outcomes and Measures or **London TOM System™** means the online catalogue of themes, outcomes, measures and guidance (incorporating the Social Value Portal) which:

- (a) has been tailored from TOM System™ to specifically relate to the Greater London area;
- (b) was used to calculate the Social Value Output Target; and
- (c) will be used for the purposes of monitoring and managing the Actual Social Value Delivered in accordance with this Schedule

Measure means an activity relating to Social Value which:

- (a) is outlined on and described as a Measure on the Social Value Portal; and
- (d) was available for selection by each Bidder to offer as part of its Social Value Submission as part of its Tender

Proxy Value means the pre-determined monetary value in £ sterling given to each Measure as stated within the Social Value Calculator, which was used to calculate the Social Value Target Output as part of the Supplier's Tender, and which comprises:

- (a) a reasoned approximation expressed in monetary terms (drawing on relevant evidence) of the benefit created by the Social Value activity relating to a particular Measure; and
- (b) a generalised unit value used by TOM System™ which:
 - (i) is calculated using a range of assumptions;
 - (ii) is designed to be robust and conservative;
 - (iii) is designed to follow best practice for socio-economic evaluation and analysis; and
 - (i) is designed to be consistent with key government guidance documents such as the Treasury Green Book

Relevant Data means all the data and evidence reasonably required by the Authority (or the Company acting on behalf of the Authority) to enable the Authority to determine the Actual Social Value Delivered, including:

- (a) data uploaded by the Supplier in accordance with paragraph 1.11 (which should include evidence of Units of Measures delivered); and

- (b) such other evidence that may be reasonably required by the Authority

Selected Measure means all Measure(s) selected by the Supplier from London TOM System™ as part of its Social Value Commitment, as identified in the Agreed Social Value Delivery Plan

Social Value means the economic, social and environmental well-being of the area(s) where the contract is being delivered, and/or relevant stakeholders located within that area

Social Value Calculator means a page on the Social Value Portal which contains fields to input Units, select Measures, and populate the Target Description Box

Social Value Commitment means the commitment made by the Supplier its Social Value Submission including in respect of:

- (a) the achievement of the Social Value Output Target; and
- (b) the commitments outlined in:
 - (i) the populated Target Description Box; and
 - (ii) the Service Delivery Plan,

which in all the above cases the Supplier is contractually obliged to deliver in accordance with this Schedule

Social Value Co-ordinator means the person nominated as such by the Supplier in its Social Value Delivery Plan to be a person having the necessary skills and competence to:

- (a) be responsible for the implementation and on-going development and maintenance of the Agreed Social Value Delivery Plan; and
- (b) act as the single point of contact for personnel of the Authority on all matters concerning the Agreed Social Value Delivery Plan

Social Value Portal means the online portal managed by the Company including the London TOM System™:

- (a) which has been tailored to reflect the Authority's priorities for the Greater London area;
- (b) which was used to assist in the evaluation of the Tender; and
- (c) which will be used to assist in the contract management of the Supplier's Social Value Commitment in accordance with this Schedule

Social Value Submission means the submission in respect of Social Value submitted by the Supplier as part of its Tender

Social Value Target Output means the monetary figure expressed in £ sterling:

- (a) which was calculated by the Social Value Calculator as part of the Supplier's Tender;
- (b) which is a function of Units of Selected Measures offered by a Bidder and the relevant Proxy Value; and
- (c) which the Supplier is contractually obliged to deliver in accordance with this Schedule

SVP Contract means the contract between the Company and the Supplier:

- (a) which must be entered into in accordance with paragraph 1.6;
- (b) which will be governed by the SVP Terms and Conditions; and
- (c) under which:
 - (i) the Company must provide the services to the Supplier; and
 - (ii) the Supplier must pay the Social Value Fee to the Company;

SVP Terms & Conditions means the Company's standard terms & conditions, a copy of which can be found [here](#)

Target Description Box means a table contained within the Social Value Calculator on the Social Value Portal:

- (a) which was populated by the Supplier as part of its Social Value Submission; and
- (b) which was assessed by the Authority when evaluating the Supplier's Social Value Submission; and
- (c) containing Social Value Commitments in respect of which the Supplier is contractually obliged to deliver in accordance with this Schedule

Tender means the tender submitted by the Supplier for this Contract

TOM System™ means the National Themes, Outcomes and Measures System, being a standardised measurement framework involving the use of the Social Value Portal that quantifies social value to demonstrate the fiscal benefit of delivering environmental, economic and social benefits within the UK, for procurement and other purposes

Unit means a unit(s) of Selected Measures offered by the Supplier when it populated the Social Value Calculator when making its Social Value Submission

Year means a continuous twelve-month period starting on the Services Commencement Date and each anniversary of the Services Commencement Date

Principal Supplier Obligations in relation to its Social Value Commitment

1.6 The Supplier shall:

- (a) in accordance with:
 - (i) the Agreed Social Value Delivery Plan;
 - (ii) this Schedule; and
 - (iii) any other Social Value Commitment made in the Supplier's Tender,

take such action as may be necessary to ensure that the Actual Social Value Delivered equals or is greater the Social Value Target Output;

- (b) continuously monitor its progress in relation to its achievement of the Social Value Target Output and update progress as required by paragraph 1.11;
- (c) on or immediately prior to the date of this Contract enter into the SVP Contract with SVP; and
- (d) comply with and deliver the provisions of the Agreed Social Value Delivery Plan in accordance with its terms.

Updates and amendments to the Social Value Delivery Plan

1.7 At no additional cost to the Authority, the Supplier shall:

- (a) keep the content of the Agreed Social Value Delivery Plan under continuous review, including having regard to the following factors:
 - (i) do the steps referred to in the Agreed Social Value Delivery Plan remain the optimal way to deliver the Social Value Commitment?
 - (ii) have the nature of the Services being provided by the Supplier under this Contract changed in a manner that means that a change to the Social Value Delivery Plan is optimal in the delivery of the Social Value Commitment?
 - (iii) have the Authority proposed any reasonable amendments to the Social Value Delivery Plan that require implementation?
 - (iv) has there been a change in legislation which makes a change to the Social Value Delivery Plan necessary?
- (b) having regard to the factors referred to in paragraph 1.7(a), amend and submit to the Authority's Representative for approval an updated Agreed Social Value Delivery Plan either:
 - (i) within ten (10) Working Days following the end of each Year; or
 - (ii) by such other deadline (not being more than once a Year) as may be reasonably requested by the Authority, to reflect any of the matters referred to at paragraph 1.7(a).

- 1.8 If the Supplier is paid materially more under this Contract than was envisaged at the time of it being entered into:
- (a) the Authority may request that the Social Value Commitment be increased; and
 - (b) the Supplier shall act reasonably, co-operatively and in good faith with the Authority to agree an increase the Social Value Commitment to a level which is broadly proportionate to the increased payments under this Contract.

Social Value Co-ordinator

- 1.9 The Parties shall add the Social Value Co-ordinator to the list of Key Personnel set out in Schedule 7 (*Key Personnel*), and all provisions relating to Key Personnel in this Contract shall apply to the Social Value Co-ordinator.
- 1.10 The Supplier shall ensure that at all times the Social Value Co-ordinator has the necessary skills and competence to:
- (a) be responsible for the implementation and on-going development and maintenance of the Agreed Social Value Delivery Plan; and
 - (b) act as the single point of contact for personnel of the Authority on all matters concerning the Agreed Social Value Delivery Plan.

Monitoring, reporting and providing evidence

- 1.11 The Supplier shall:
- (a) comply with all the relevant reporting and monitoring requirements outlined in the London TOM System™;
 - (b) ensure that:
 - (i) all Relevant Data is uploaded to the Social Value Portal in a manner that ensures that the Relevant Data so uploaded is never more than three (3) months out of date; and
 - (ii) the Social Value Portal is updated within ten (10) Working Days of each anniversary of the Services Commencement Date (the **Reporting Date**) so that it accurately:
 - (A) reports and determines the Actual Social Value Delivered by the Supplier as at the Reporting Date; and
 - (B) identifies whether (in the Supplier's reasonable opinion) the Social Value Target Output has been or is likely to be achieved; and
 - (c) ensure that all Relevant Data is available and accessible by the Authority, and if reasonably requested by the Authority shall provide the Authority with the Relevant Data even though it

may already be on the Social Value Portal (for example, if there is an outage of the Social Value Portal).

- 1.12 The Supplier shall provide (by way of upload to the Social Value Portal or otherwise, as may be reasonably requested by the Authority or the Company) any additional or missing Relevant Data and/or other evidence as may be reasonably requested by the Authority (or the Company acting on behalf of the Authority):
- (a) as soon as reasonably practicable; and
 - (b) in any event prior to the next performance monitoring meeting scheduled under this Contract and/or any meeting of which the Authority may notify the Supplier from time to time where the delivery of Social Value will be discussed (an **Applicable Monitoring Meeting** that TfL has the right to reasonably require), provided that the Supplier shall never be required to provide such Relevant Data or other evidence within a period shorter than ten (10) Working Days.
- 1.13 The Supplier shall, at least five (5) Working Days before the next following Applicable Monitoring Meeting and within five (5) Working Days following each quarterly reporting period as referred to on the Social Value Portal (or within such other timescale as may be agreed by the Parties) pull the 'Export to PDF' progress report from the Social Value Portal, for the purpose of the same being with the Authority as part of the agenda of the relevant Applicable Monitoring Meeting.

Rectification

- 1.14 If the Authority (acting reasonably) considers that the Supplier has breached, or is likely to breach:
- (a) any of the Supplier's obligations in this Schedule; or
 - (b) a KPI of the Social Value commitments,

then the Authority shall notify Supplier in writing as soon as reasonably practicable.

- 1.15 If the Supplier (acting reasonably) considers that it has breached, or is likely to breach:
- (a) any of the Supplier's obligations in this Schedule; or
 - (b) *a KPI of the Social Value commitments,*

then the Supplier shall notify the Authority in writing as soon as practicable.

- 1.16 Any notification given under paragraphs 1.14 or 1.15 shall be a **Failure Notification**.

- 1.17 Within five (5) Working Days of receiving or giving a Failure Notification, the Supplier shall provide a written notice to the Authority (a **Rectification Notice**) which will:
- (i) include a written explanation of the reasons for any such failure in reasonable detail; and

- (ii) outline in reasonable detail the corrective action the Supplier proposes to take to rectify the failure identified in the Failure Notification and the timeline for undertaking the corrective action.

1.18 The Supplier shall:

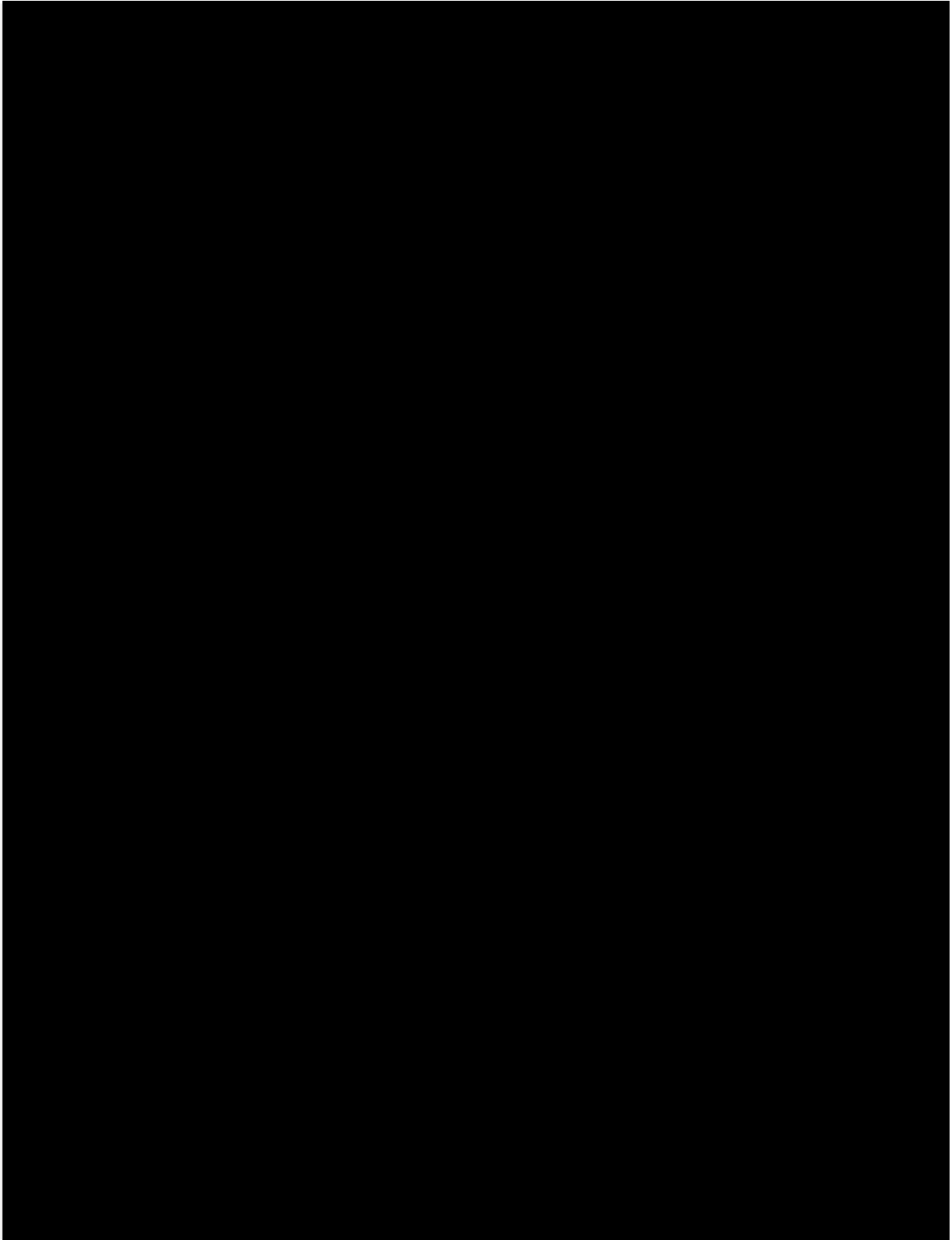
- (a) use its reasonable endeavours to procure the agreement of the steps referred to in the Rectification Notice with the Authority; and
- (b) following agreement, implement the steps identified in the Rectification Notice as soon as may be practicable.

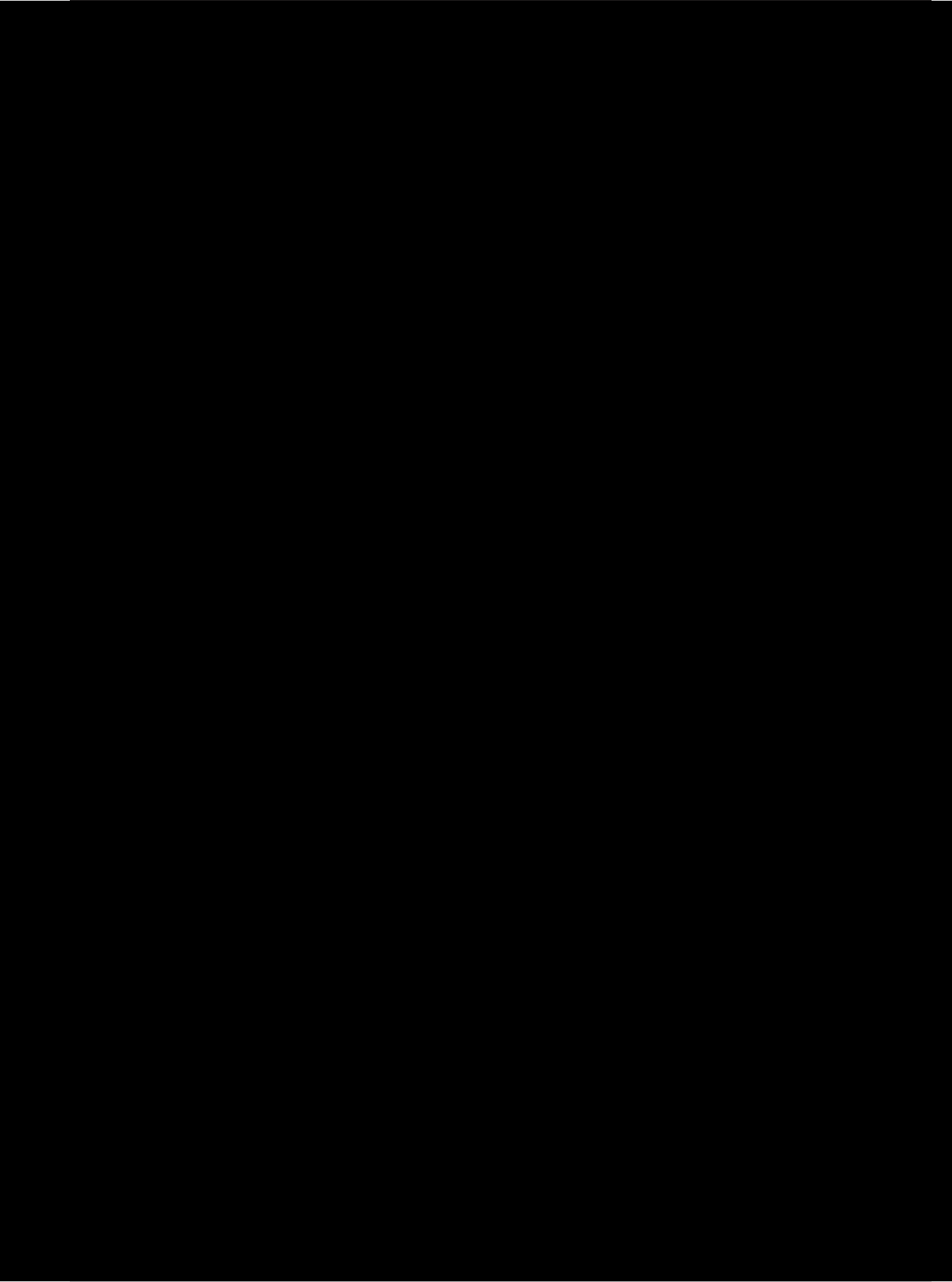
1.19 The procedure in paragraph 1.14 to 1.18 is without prejudice to any other right the Authority may be entitled to exercise under this Contract in respect of any breach of the same.

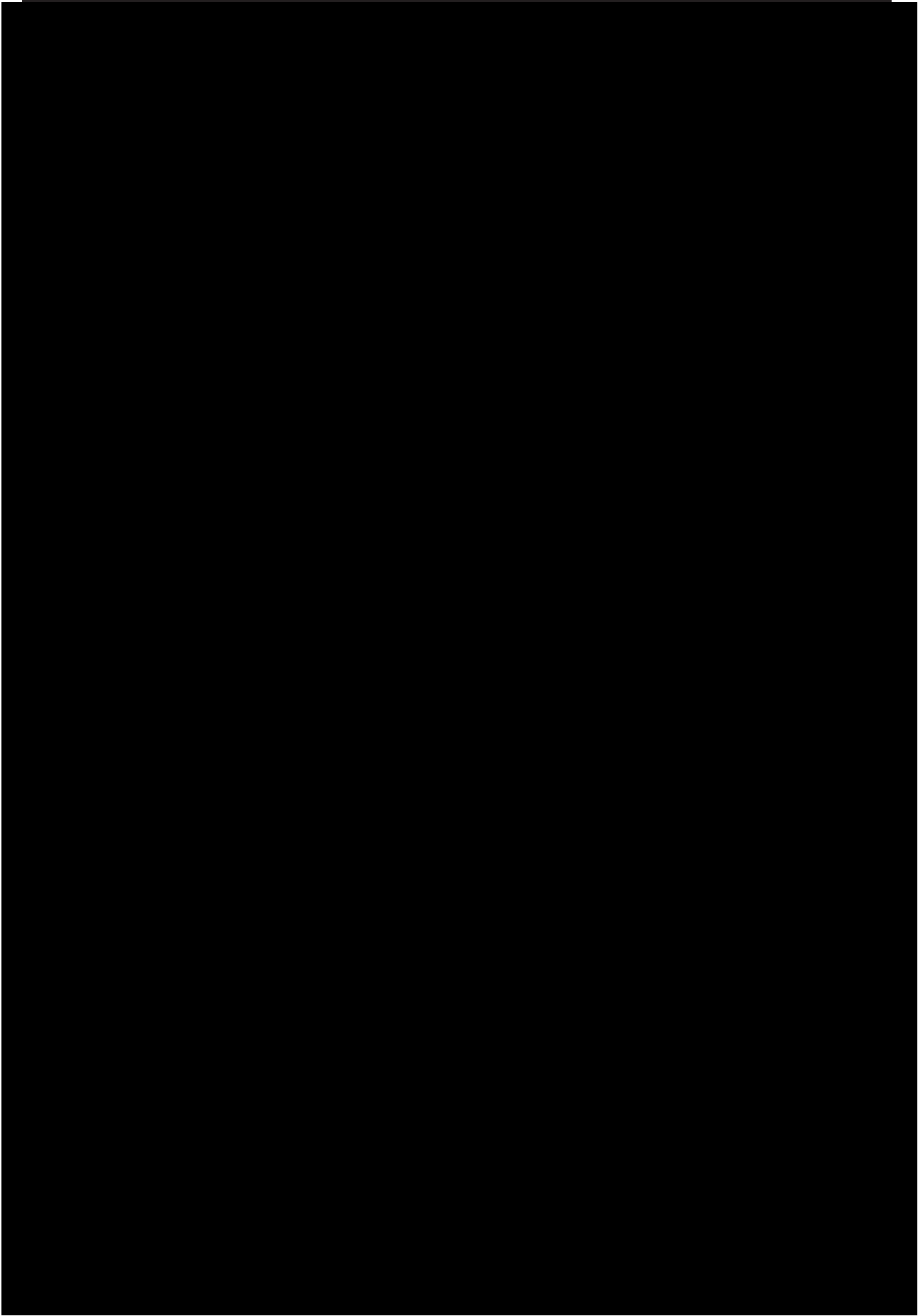
Appendix 1

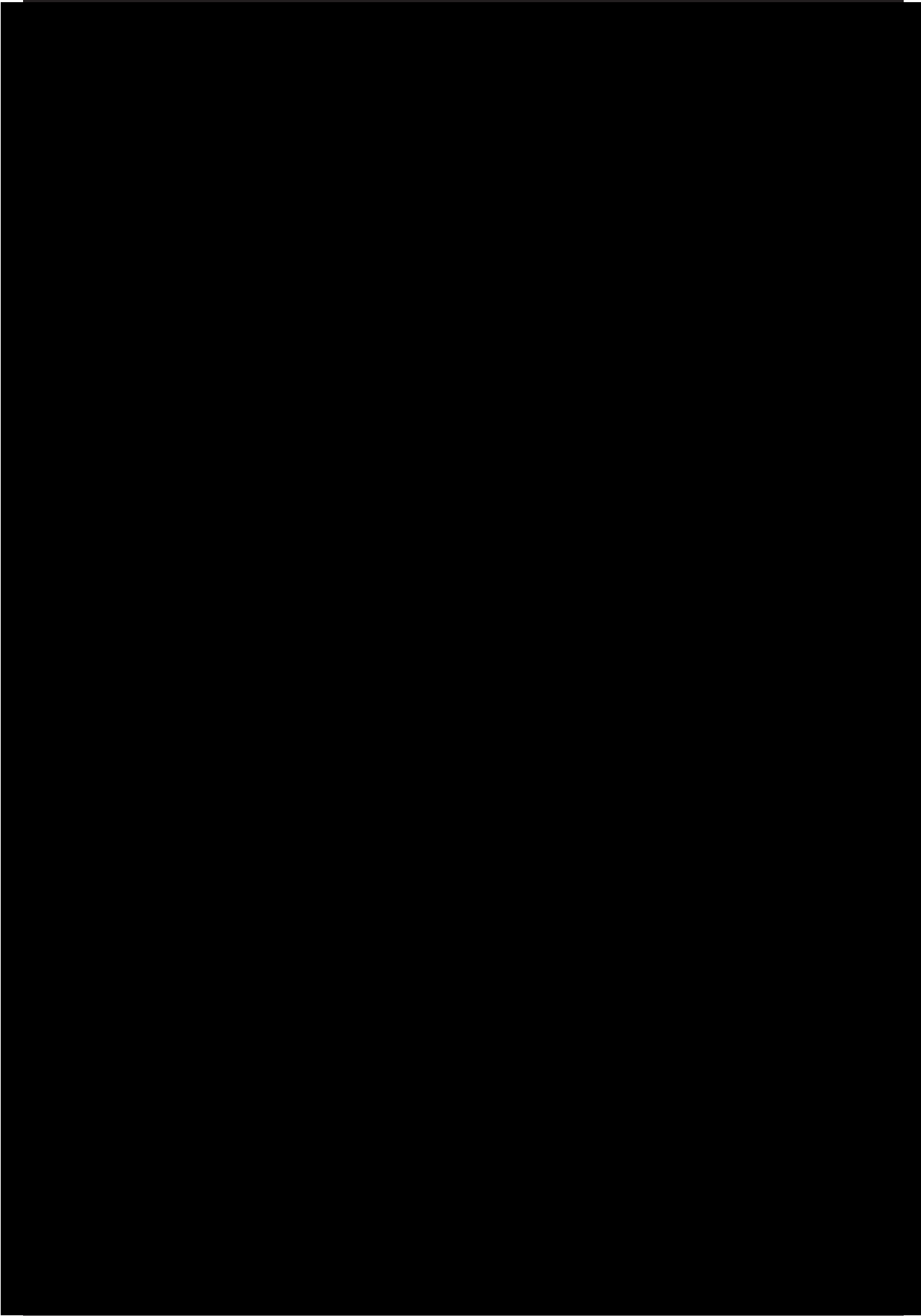
Agreed Social Delivery Plan

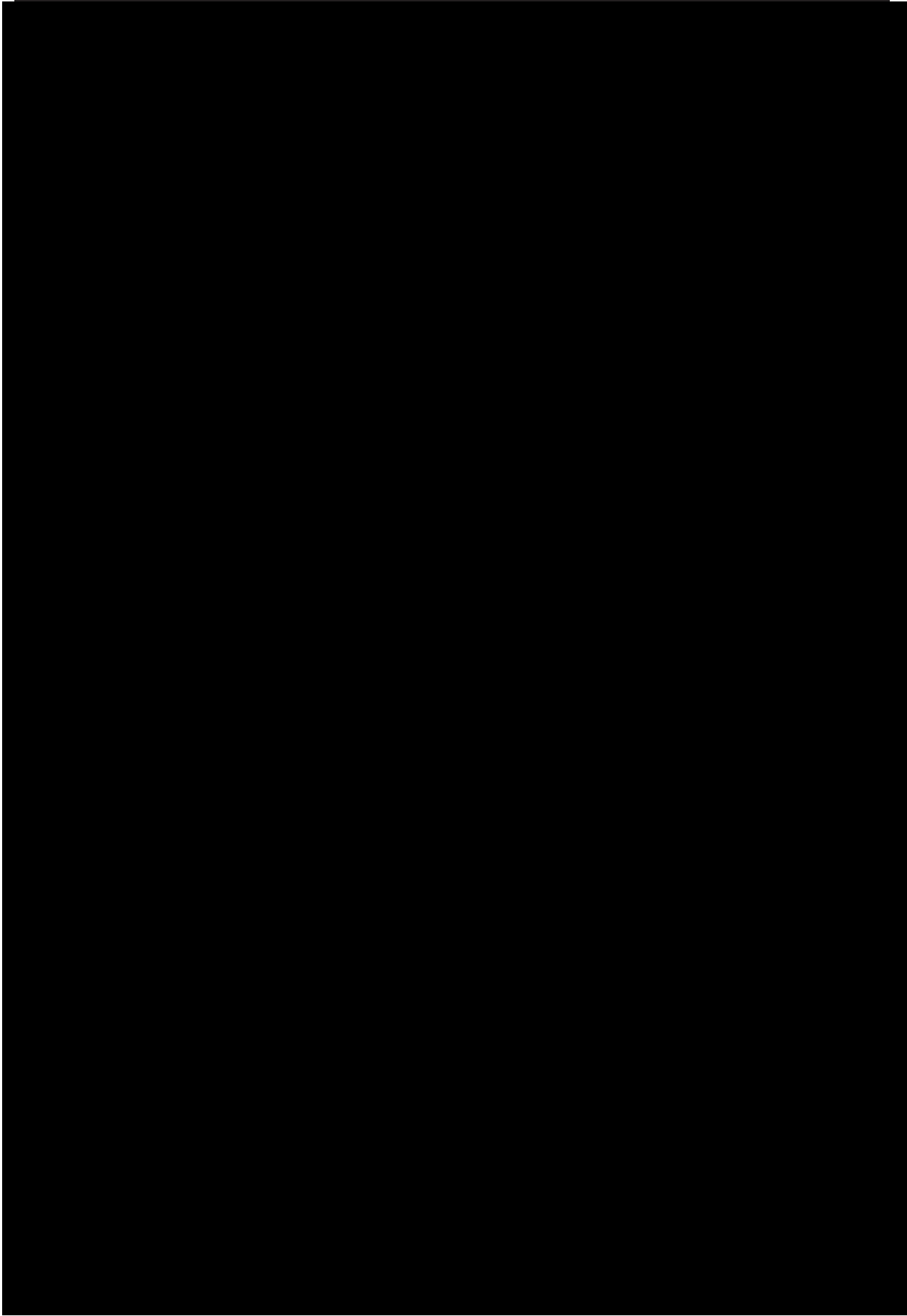
[Note to Bidders: Bidders will be required to provide a draft delivery plan as part of their response to the ITT. Such plan should include the mandatory content set out in paragraph 1.7 of this Schedule 7 (Social Value) and identify the relevant Selected London TOM System™. The plan submitted will be developed such that an Agreed Social Value Delivery Plan that is approved by the Authority can be included in this Appendix 1 prior to contract award.]

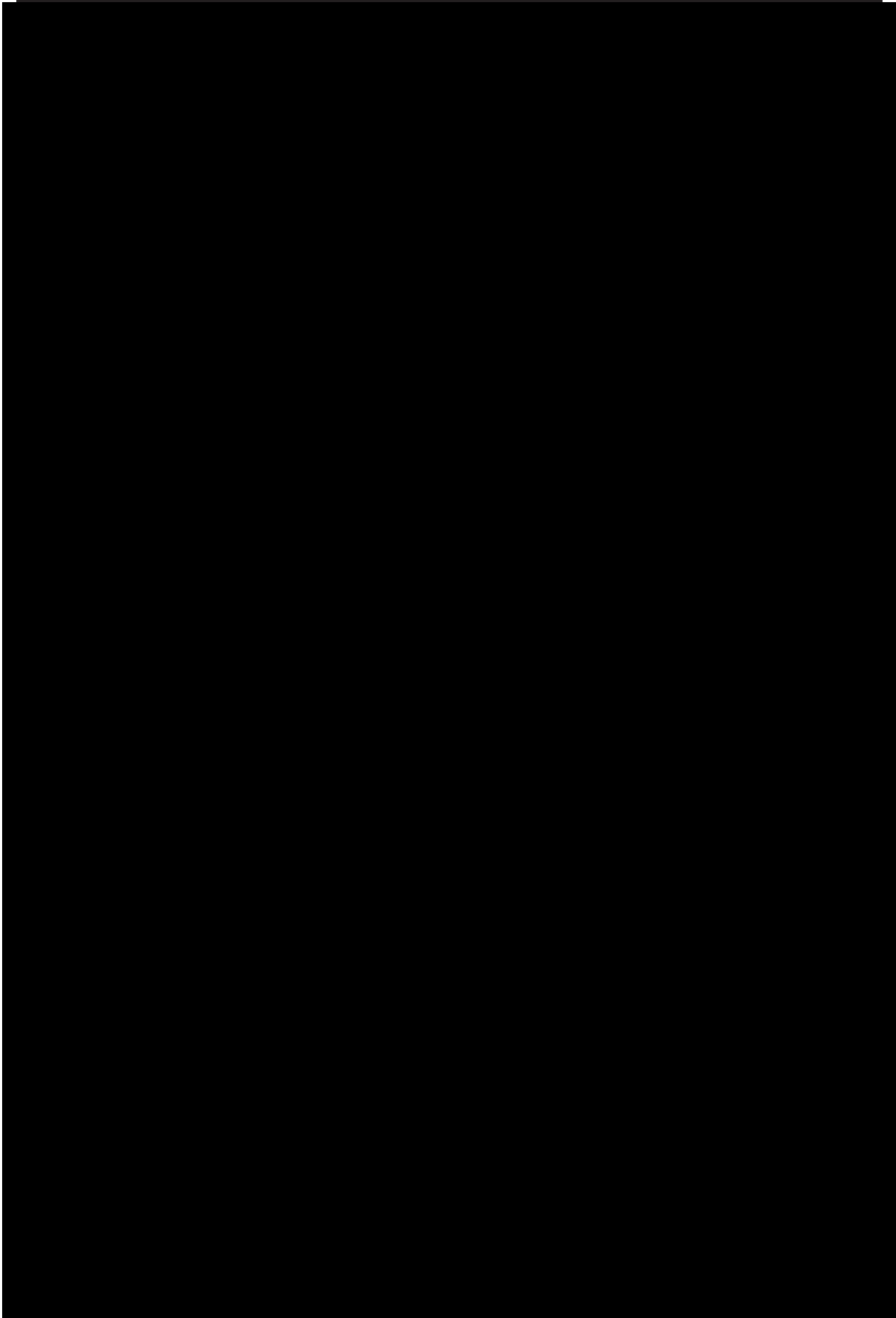


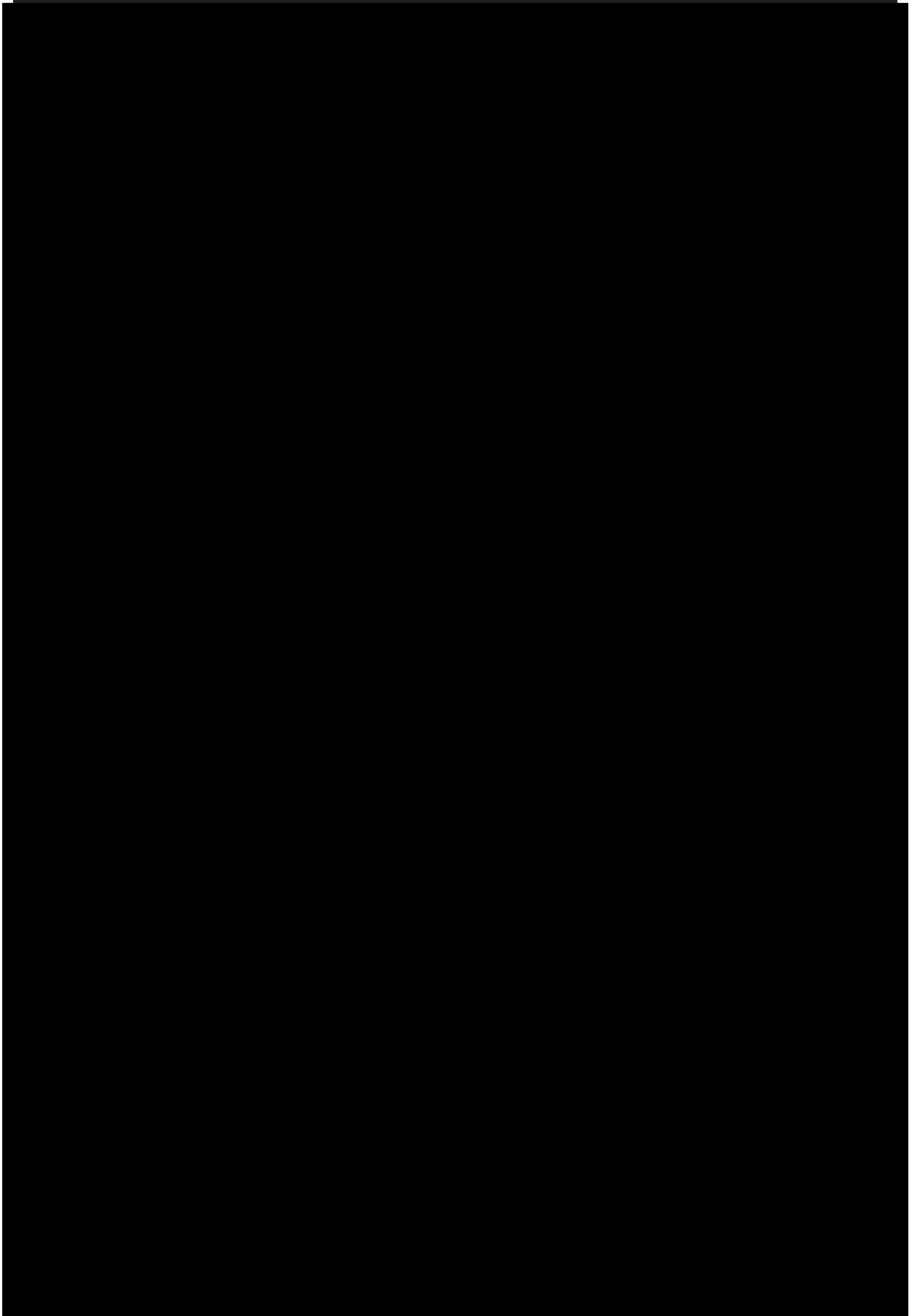


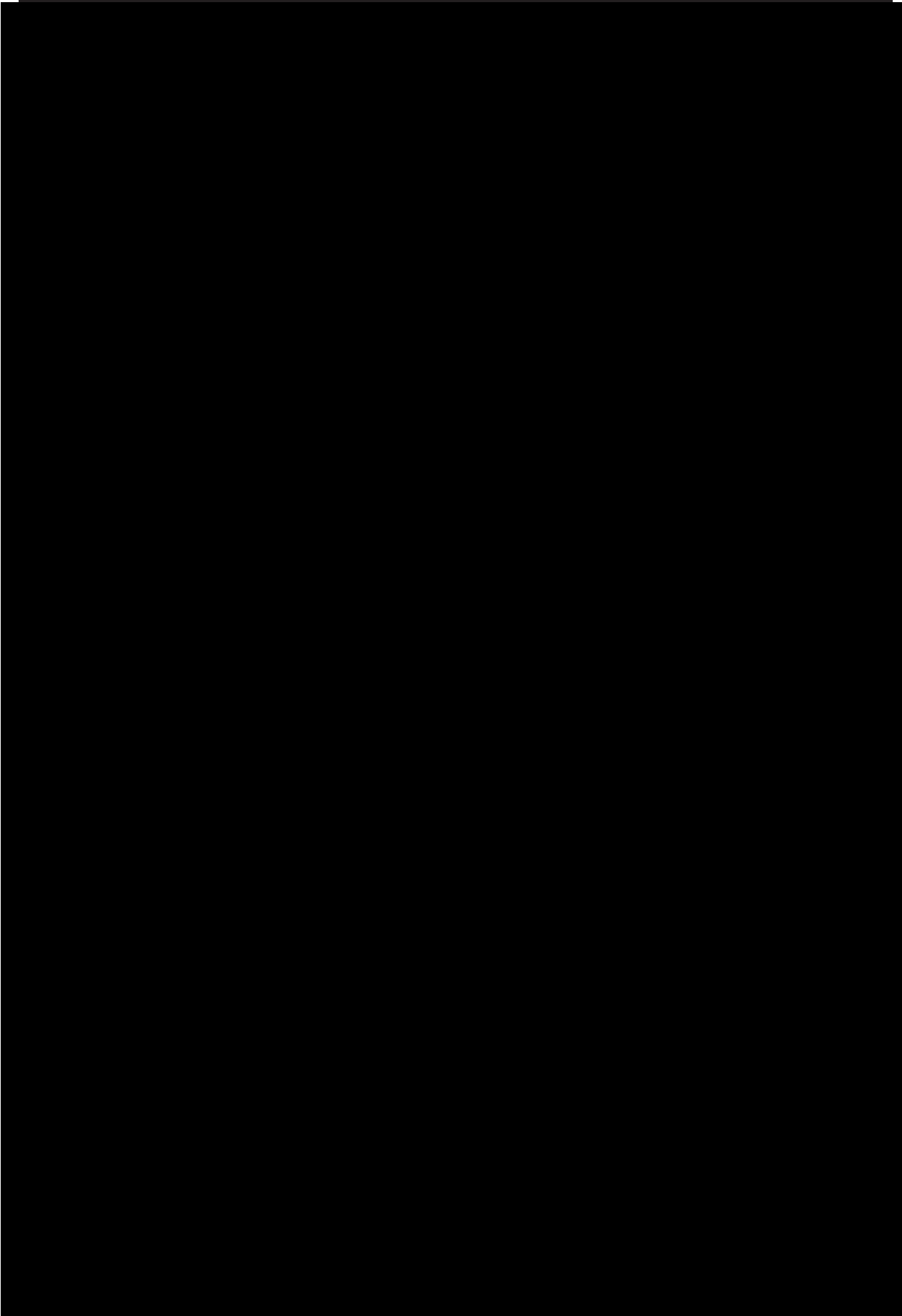


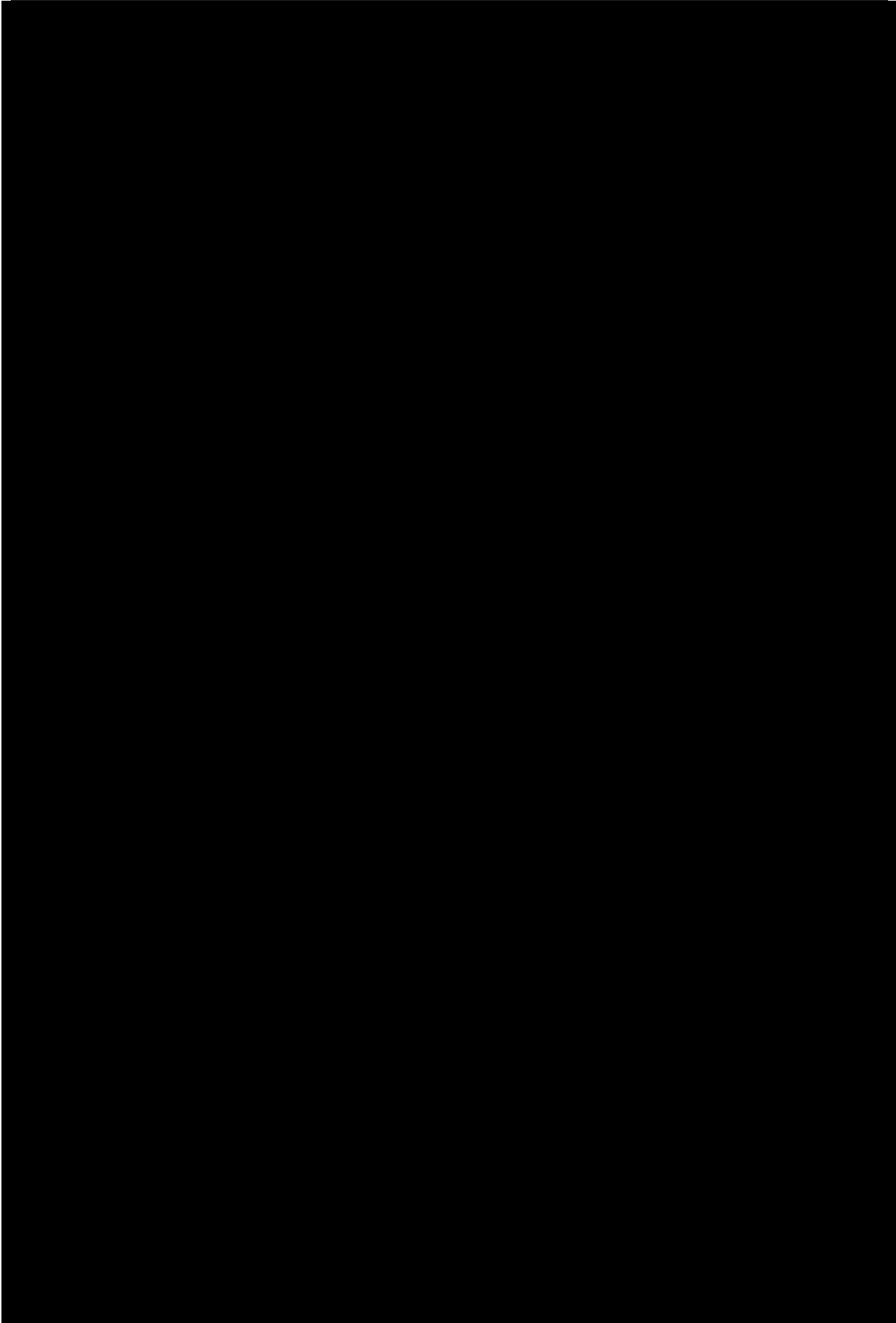


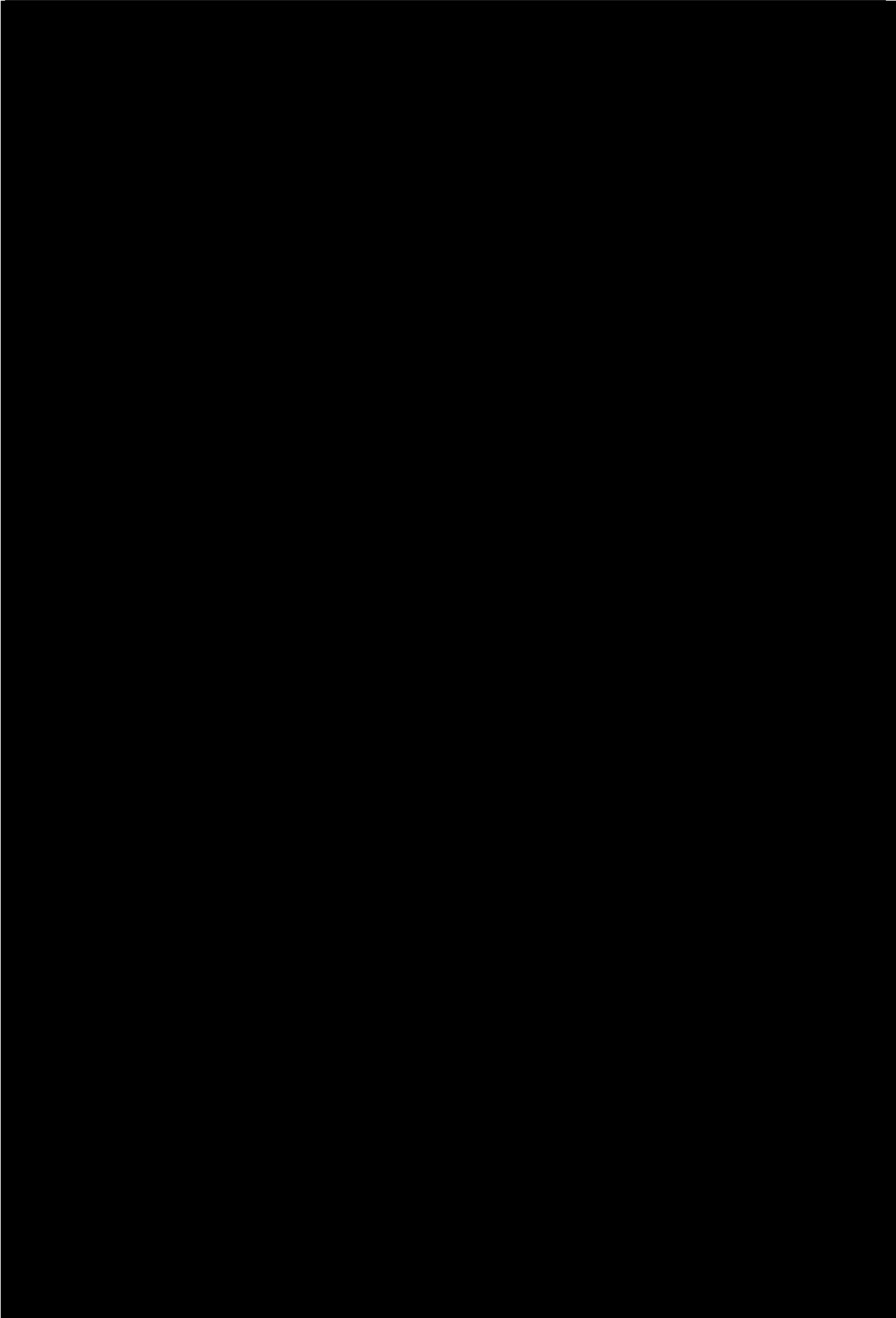


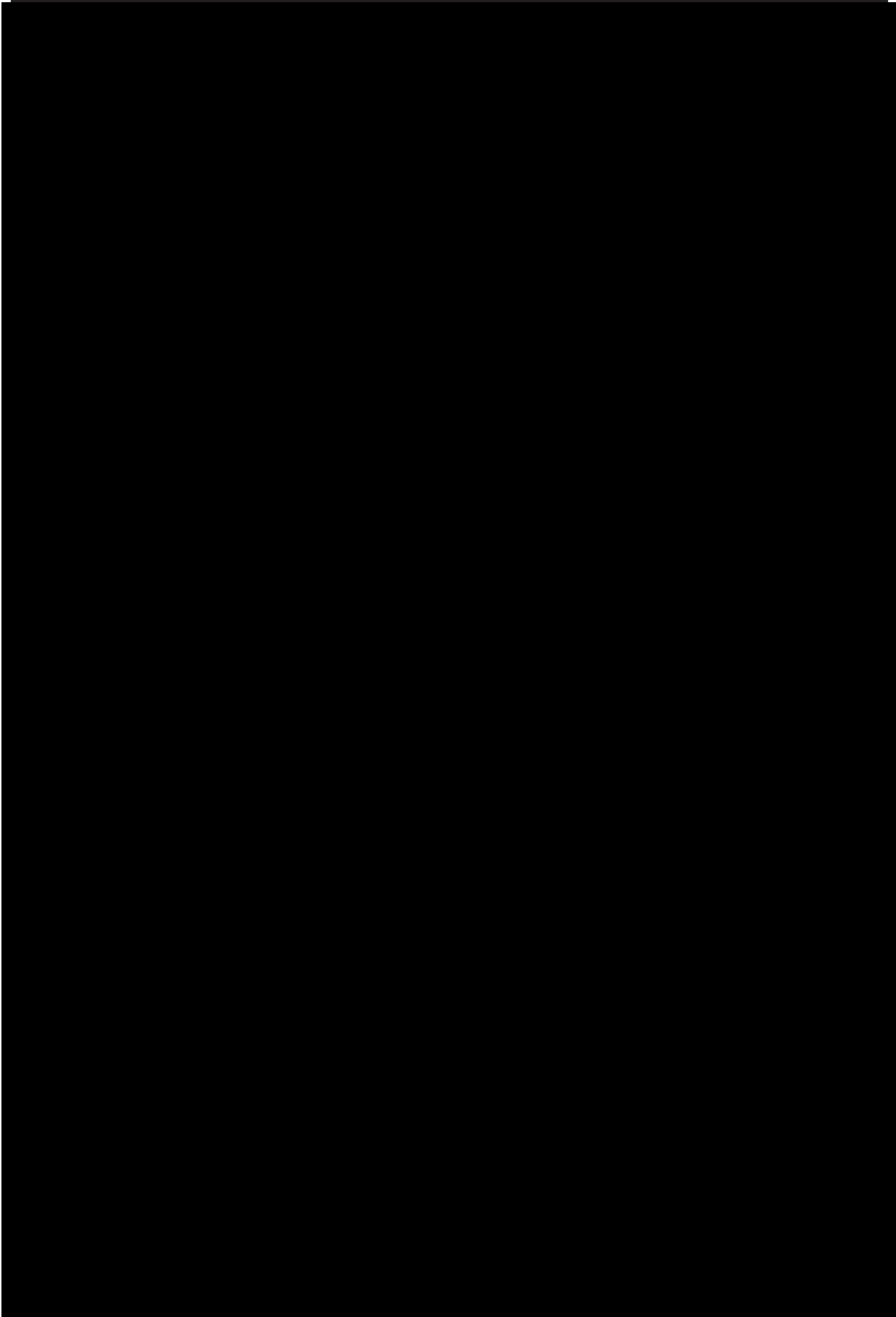


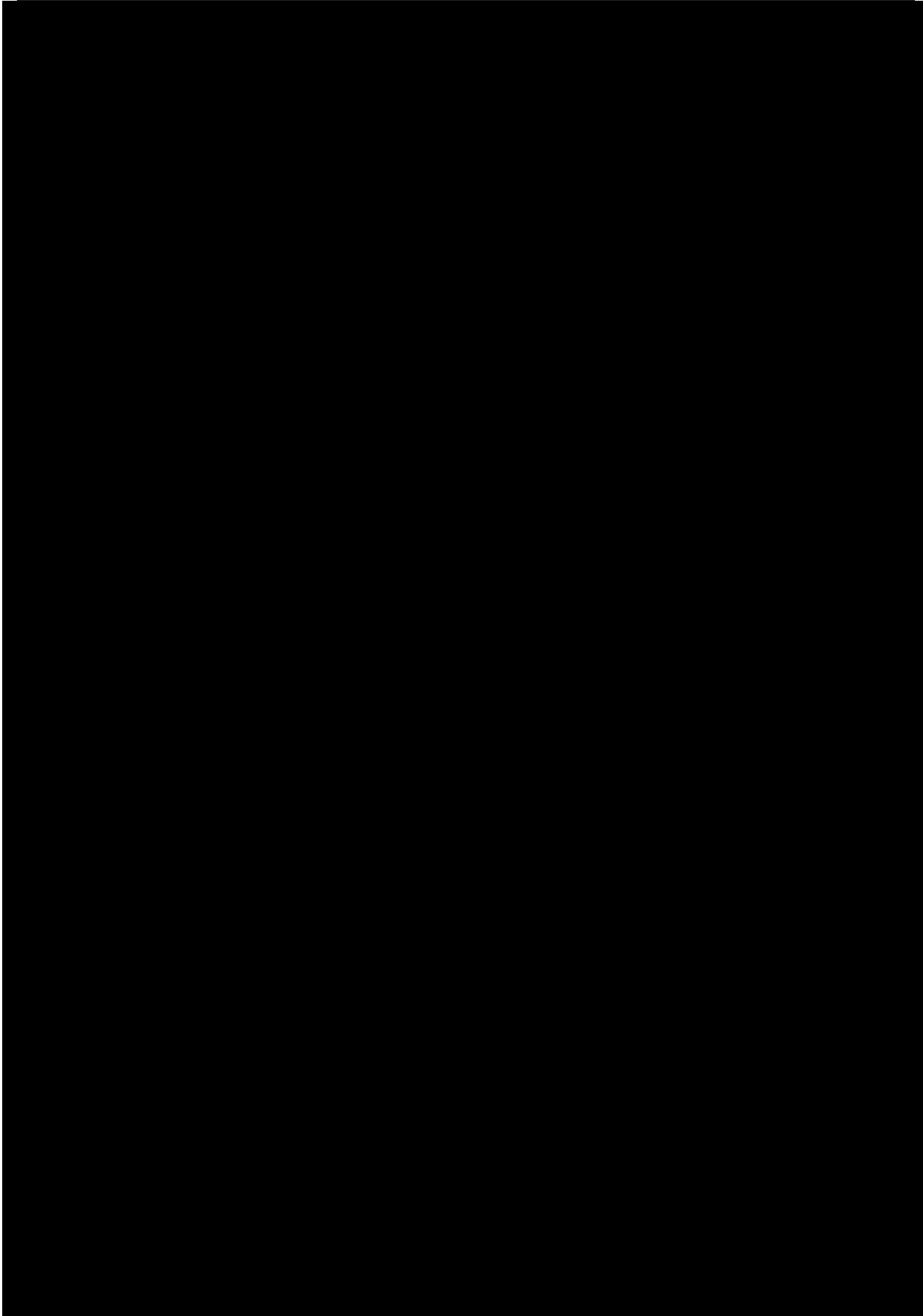


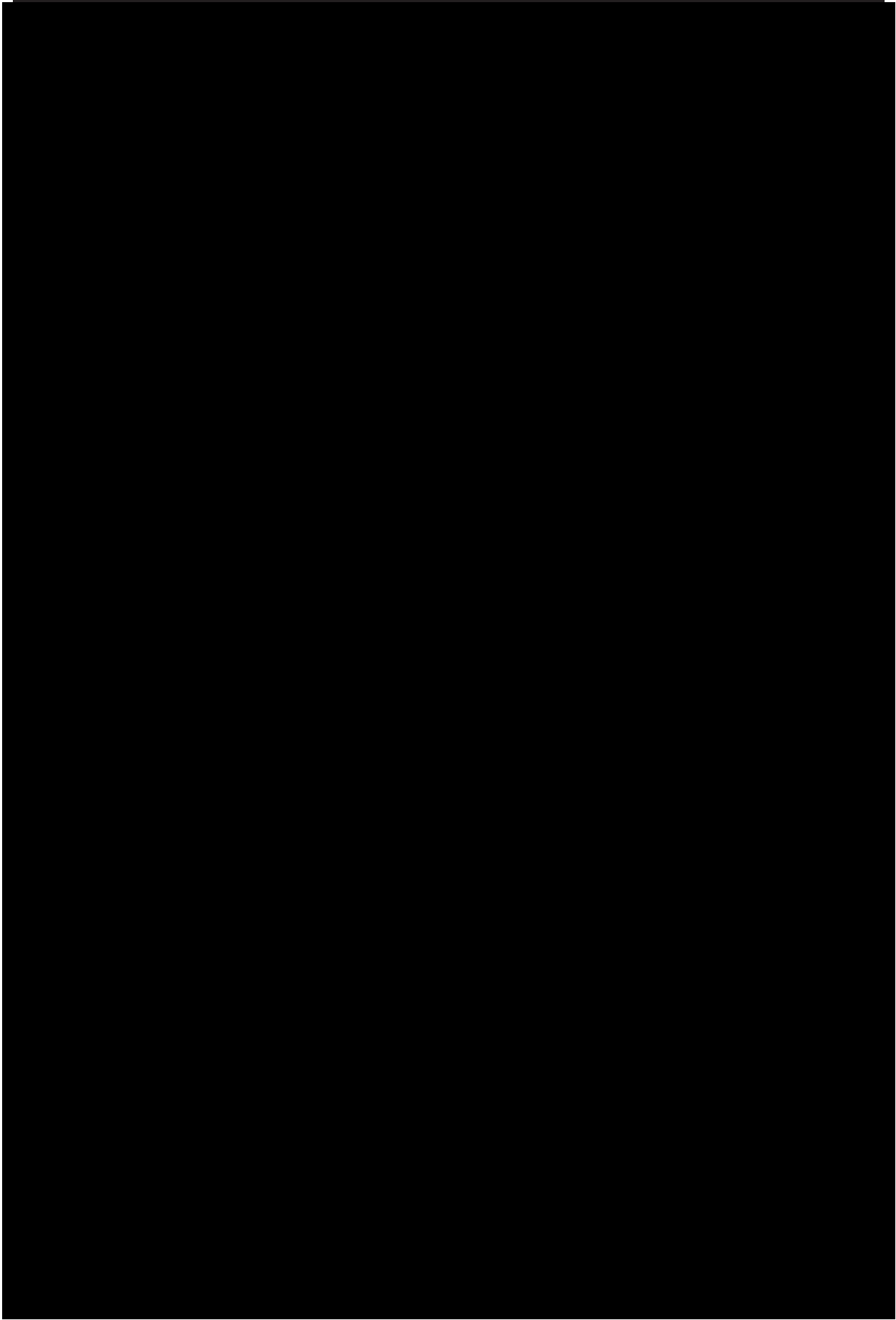


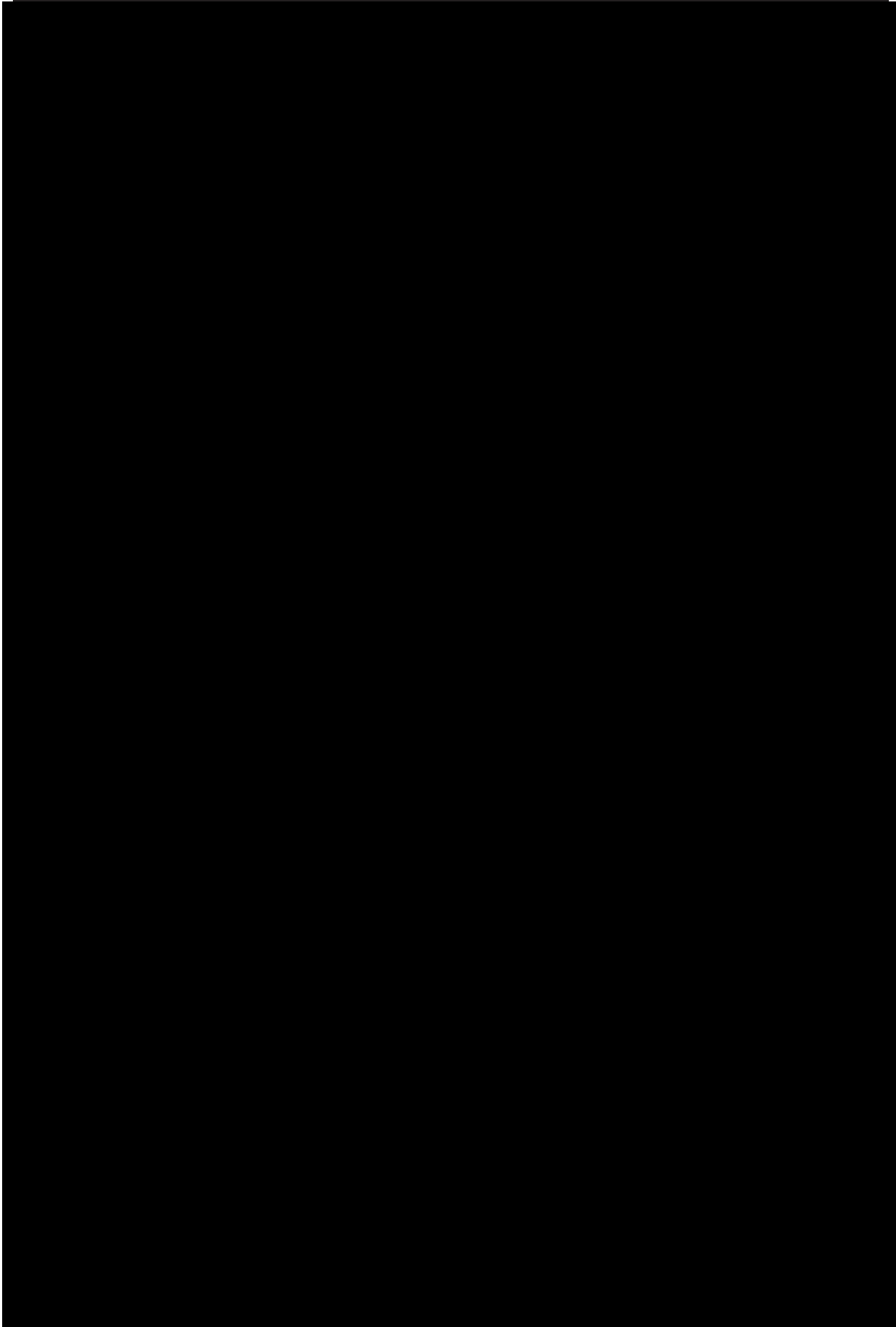


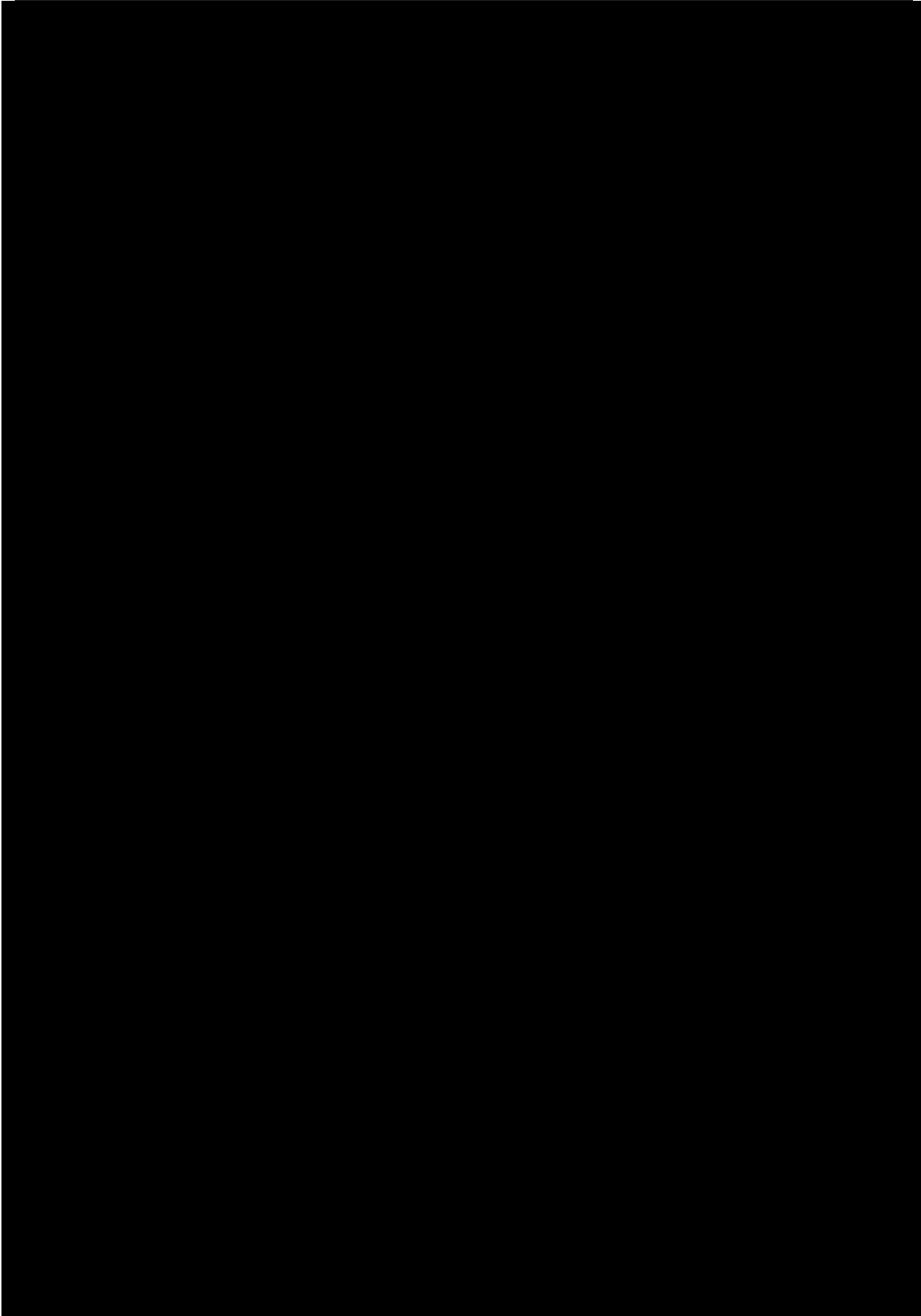


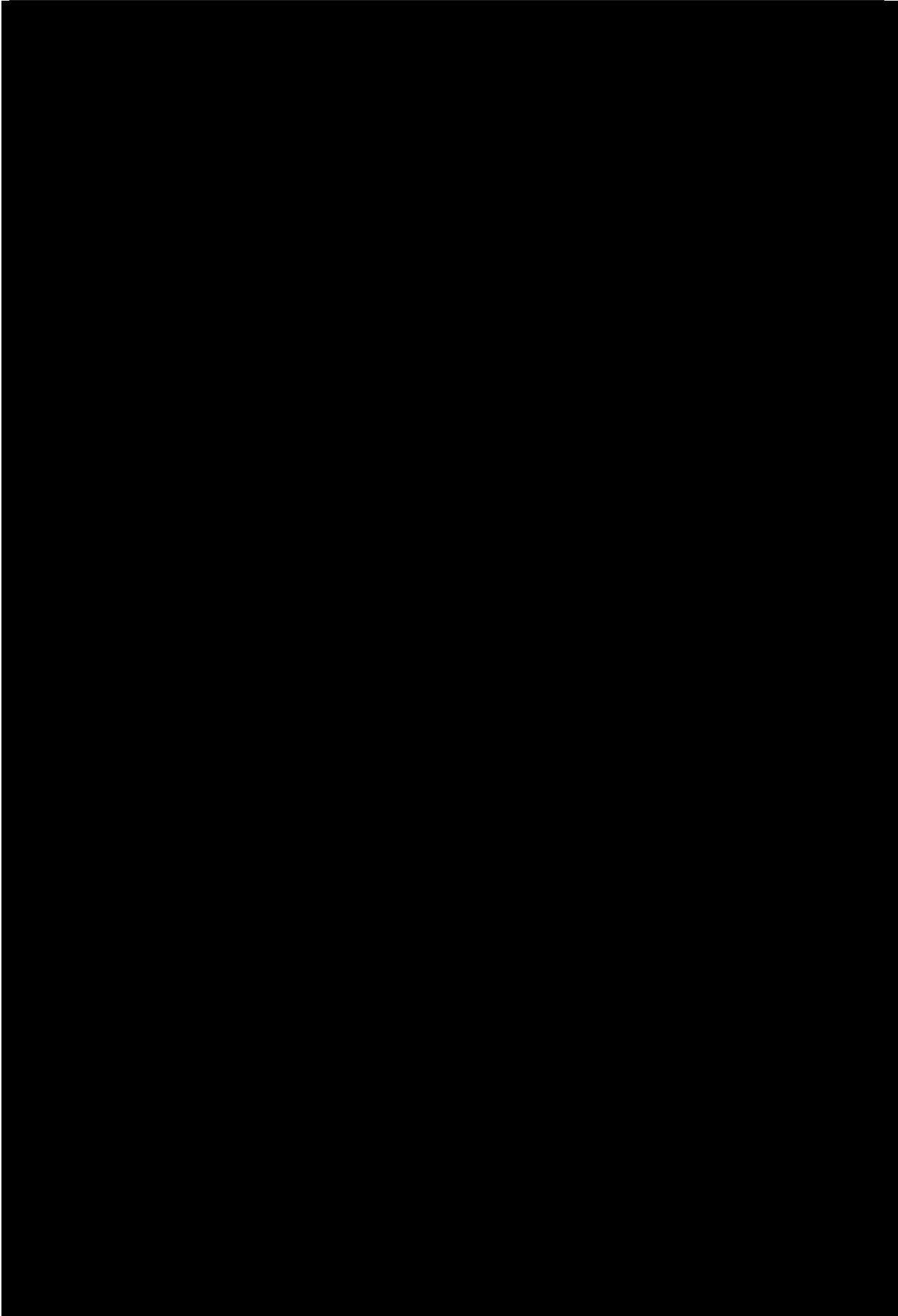








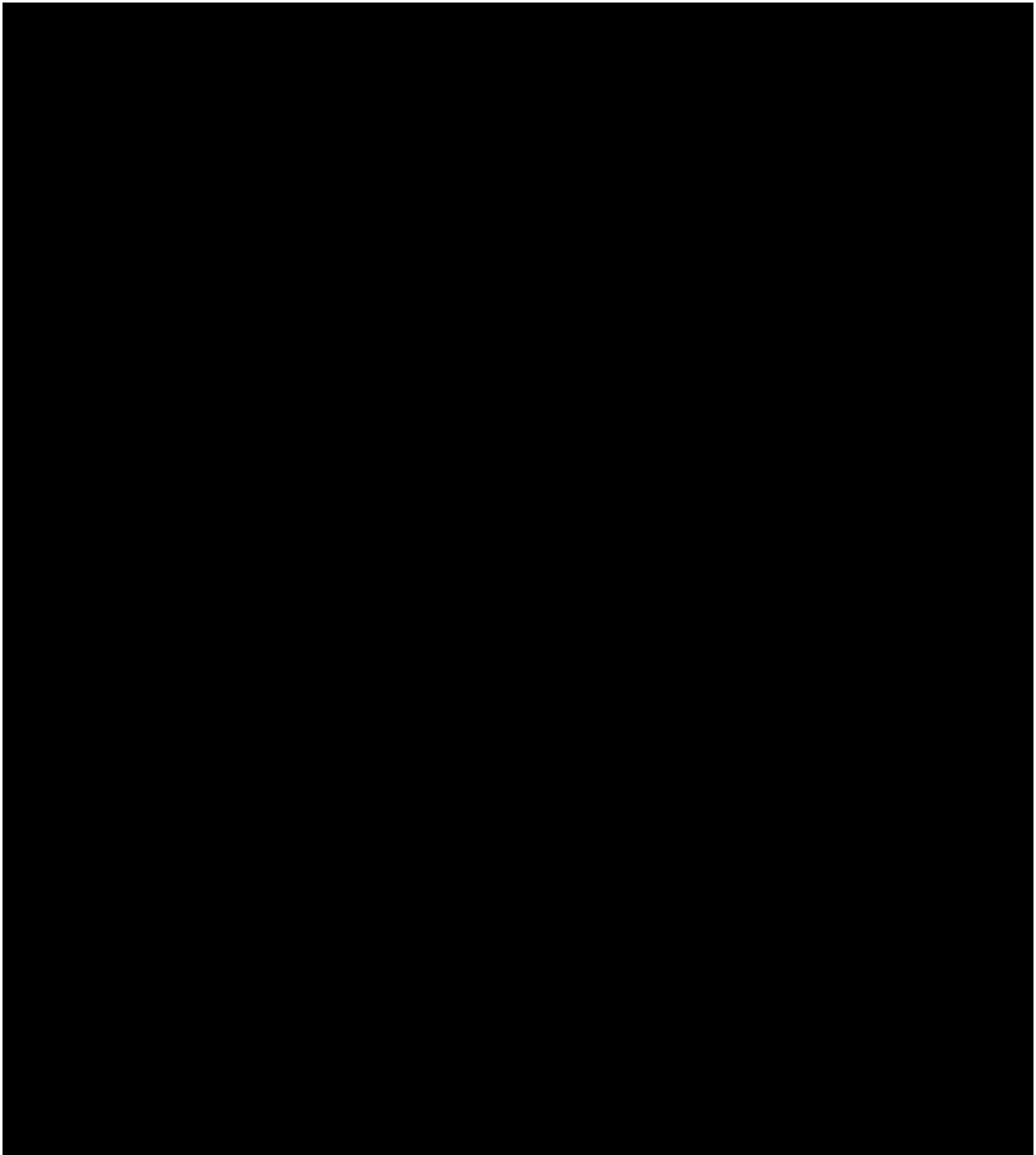






Appendix 2

Social Value KPI



Schedule 8

Deed of Novation

THIS DEED is made _____ day of _____ 202[]

BETWEEN:

LONDON UNDERGROUND LIMITED a company registered in England and Wales under number 1900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the "**Company**"); and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the **"Supplier"**); and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the “**New Company**”).

WHEREAS:

- (A) The Company has an agreement dated [] and referenced [insert contract number] with the Supplier for the provision of [describe in brief the scope of work/services] (the “**Contract**”).
- (B) The Company wishes to transfer [part of] its benefit and burden under the Contract to the New Company.
- (C) The Supplier and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

1. In this Deed:
- 1.1 **"Transfer Date"** means [].

With effect from the Transfer Date:

- 2.1 the New Company undertakes to perform the obligations of the Company under the Contract and be bound by its terms in every way as if the New Company is and had been named at all times as a party to the Contract in lieu of the Company;

- 2.2 the Supplier releases and discharges the Company from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;
- 2.3 for the avoidance of doubt, it is hereby expressly agreed that:
 - 2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and
 - 2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.
- 2.4 the Company transfers its rights and obligations under the Contract to the New Company.
- 2. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by London Underground Limited)
acting by its attorney [NAME OF ATTORNEY])
) Attorney

in the presence of: -

.....

Name: [NAME OF WITNESS IN BLOCK CAPITALS]

Address: [ADDRESS OF WITNESS]

Executed as a Deed by [SUPPLIER])

acting by)

) Authorised Signatory

and).....

) Authorised Signatory

Executed as a Deed by [NEW COMPANY])

acting by)

) Authorised Signatory

and).....

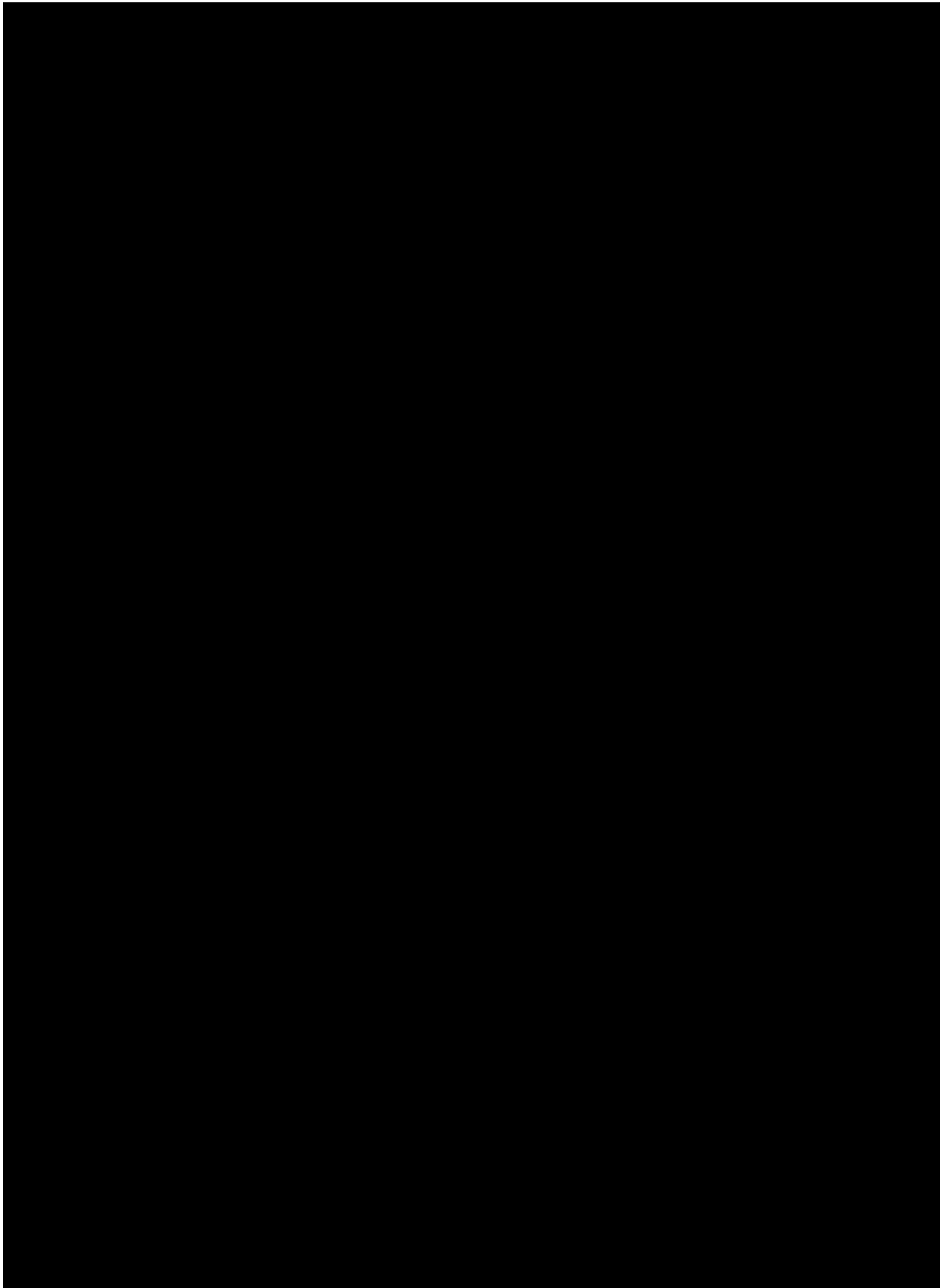
) Authorised Signatory

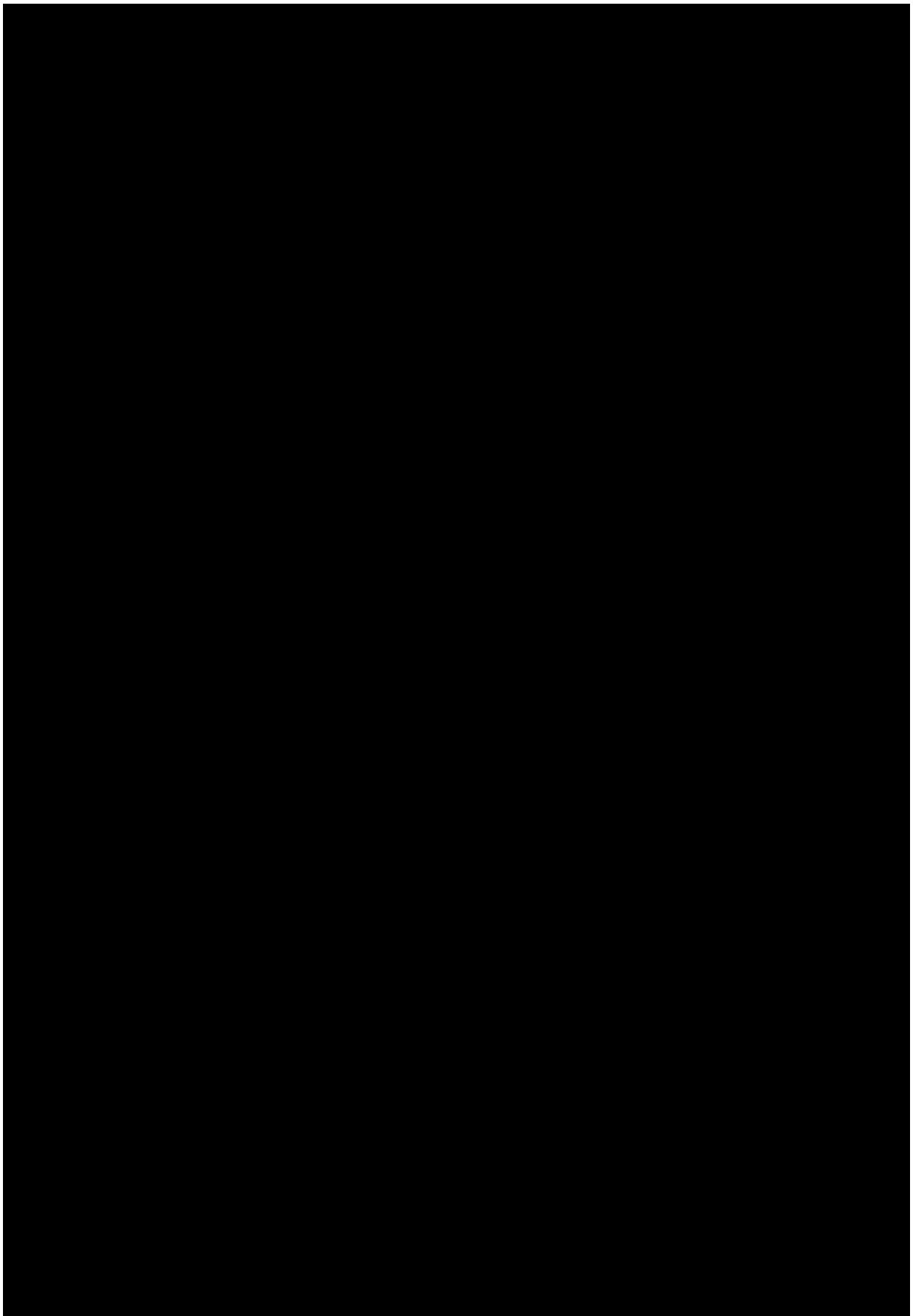
Schedule 9
Form of Shareholder Company Guarantee

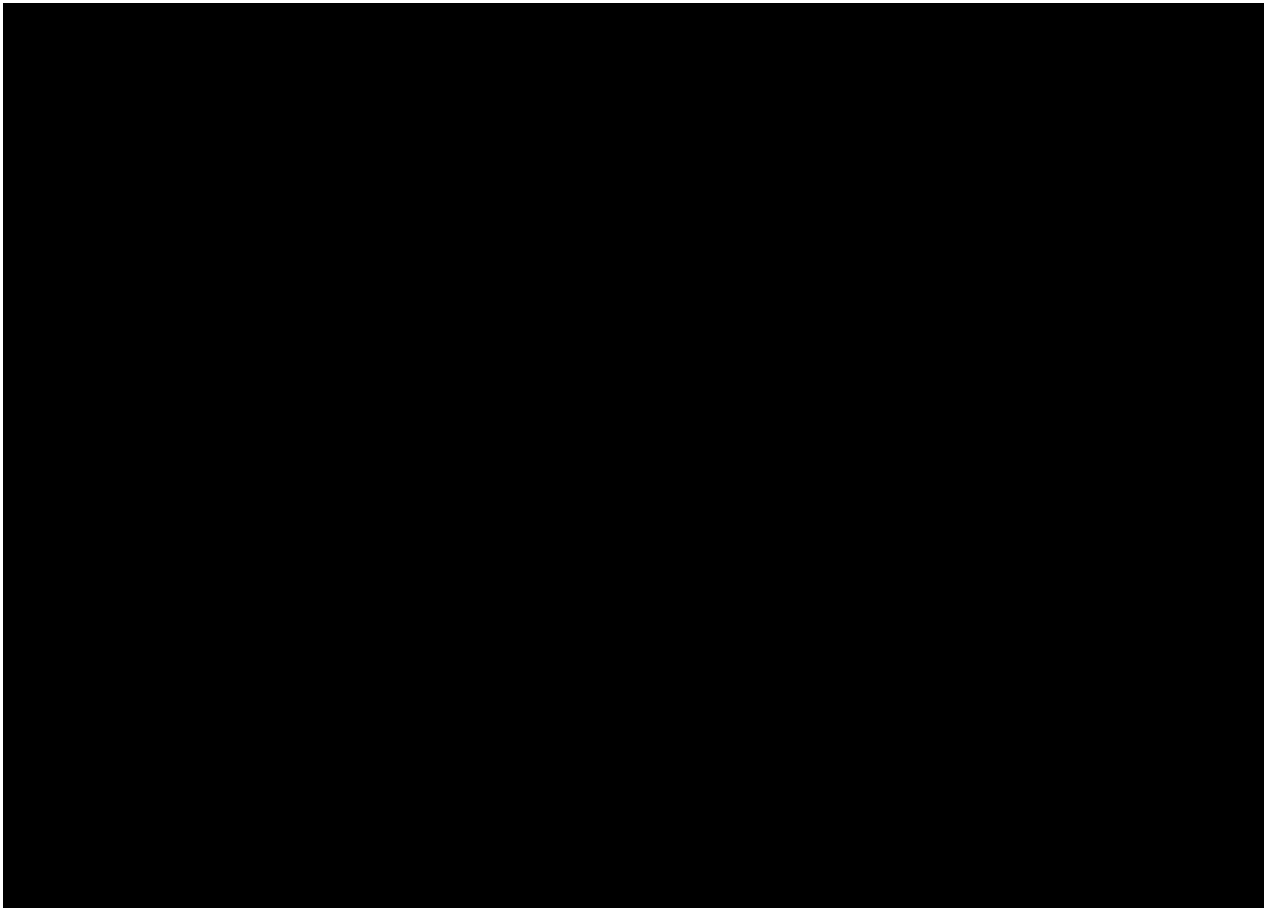
THIS GUARANTEE is made the _____ day of XXXX April 2025

BETWEEN:

1. *Journal of the American Medical Association*, 2000; 283: 2689-2695.







Executed as a deed by the parties and delivered on the date of this Guarantee

Executed as a Deed by [GUARANTOR])

acting by)
) Authorised Signatory
and).....
) Authorised Signatory

Executed as a deed by [COMPANY])
acting by its attorney [NAME OF ATTORNEY])
) Attorney

in the presence of: -

.....
Name: [NAME OF WITNESS IN BLOCK CAPITALS]
Address: [ADDRESS OF WITNESS]

Executed as a Deed by [SUPPLIER])
acting by)
) Authorised Signatory
and).....
) Authorised Signatory

Schedule 10
Form of Collateral Warranty

THIS AGREEMENT is made the _____ day of _____ 20[]

BETWEEN: -

- (1) **London Underground Limited** registered in England and Wales under number: 01900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the “**Company**”);
- (2) [] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the “**Sub-Contractor**”); and
- (3) [] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the “**Supplier**”).

WHEREAS:-

- (A) The Company has entered into a contract with the Supplier (the “**Main Contract**”) pursuant to which the Supplier is to undertake and complete the following supply: [] (the “**Supply**”).
- (B) The Sub-Contractor has submitted a tender to the Supplier for the carrying out and completion of certain parts (the “**Sub-Contract Supply**”) of the Supply referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:
 - (a) the Sub-Contract Supply have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Supply;
 - (b) reasonable skill and care has been and will continue to be exercised in connection with:

- (i) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;
 - (ii) the selection of all goods and materials comprised in the Sub-Contract Supply (in so far as such goods and materials have been or will be selected by the Sub-Contractor);
 - (iii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Supplier and the Sub-Contractor in relation to the Sub-Contract Supply (the “**Sub-Contract**”);
 - (iv) the execution and completion of the Sub-Contract Supply;
 - (v) the Sub-Contract Supply will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);
- (c) the Sub-Contract Supply will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and
- (d) it has the right to grant to the Company all licences (including without limitation all rights to sub-license) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Supply shall include any part of the Sub-Contract Supply. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Supplier is granted an extension of time under the Main Contract for completion of the Supply:

- (a) Execute and complete the Sub-Contract Supply in accordance with the provisions of the Sub-Contract; and

- (b) ensure that the Supplier shall not become entitled to any extension of time for completion of the Supply or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.
3. The Sub-Contractor shall from time to time supply the Company and the Supplier with such information as either may reasonably require.
4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Supplier, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:
- (a) understanding the Supply;
 - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Supply;
 - (c) extending, interfacing with, integrating with, connecting into and adjusting the Supply;
 - (d) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the Underground Network (as such capitalised terms are defined in the Main Contract);
 - (e) executing and completing the Supply; and
 - (f) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the Underground Network (as such capitalised terms are defined in the Main Contract)

provided always that the Supplier shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Sub-Contractor.

For the purposes of this Clause, the term “**Documents**” shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:

- (a) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company's expense to provide copies of any such material; and
- (b) at the Sub-Contractor's expense to provide the Company with a set of all such material on completion of the Sub-Contract Supply.

6. The parties hereby agree that:

- (a) this Agreement shall be personal to the Sub-Contractor;
- (b) the Company may assign the benefit of this Agreement to any third party;
- (c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.

7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Supply, he has professional indemnity insurance with a limit of indemnity of not less than [REDACTED] in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Supply. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Supply provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.

8. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Supply which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Company and the Supplier and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Supply to the adjudicator, conciliator, arbitrator or other party

(the “**Appointed Party**”) appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.

9. (a) Neither the Sub-Contractor nor the Supplier shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Supplier or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Supplier's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.
- (b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Supplier (a “**Step-in Notice**”) that the Company or its appointee shall henceforth become the Supplier under the Sub-Contract in accordance with the terms of sub-clause (c) below.
- (c) With effect from the date of the service of any Step-in Notice:
 - (i) the Company or its appointee shall be substituted in the Sub-Contract as the Supplier thereunder in place of the Supplier and references in the Sub-Contract to the Supplier shall be construed as references to the Company or its appointee;
 - (ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;
 - (iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Supplier thereunder which fall to be performed after the date of the Step-in Notice and shall promptly

thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and

(iv) the Supplier shall be released from further performance of the duties and obligations of the Supplier under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:

(1) the Sub-Contractor against the Supplier in respect of any matter or thing done or omitted to be done by the Supplier on or before the date of the Step-in Notice; and

(2) the Supplier against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.

(d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.

10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Supplier under the Sub-Contract.
11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.
12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.
13. Nothing contained in this Agreement shall in any way limit the obligations of the Supplier to the Company arising under the Main Contract or otherwise undertaken by the Supplier to the Company in relation to the Sub-Contract Supply.
14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.

15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as a deed by the parties and delivered on the date of this Agreement.

Executed as a deed by London Underground Limited)
acting by its attorney [NAME OF ATTORNEY])
) Attorney

in the presence of:-

.....
Name: [NAME OF WITNESS IN BLOCK CAPITALS]
Address: [ADDRESS OF WITNESS]

Executed as a Deed by [SUB-CONTRACTOR])
acting by)
) Authorised Signatory
and)
) Authorised Signatory

Executed as a Deed by [SUPPLIER])
acting by)
) Authorised Signatory
and)
) Authorised Signatory

Schedule 11

Supplier Performance

1.1. KEY PERFORMANCE INDICATORS

1.1.1. DELIVERY – The target is 100% on time delivery, to the agreed times. This is measured on a four weekly basis.

1.1.2. The Company and Supplier shall review all outstanding delivery schedules (Orders) for the Goods and Services on a periodic (four weekly) basis, unless otherwise agreed through an 'Order Book' management process. The Company shall provide the 'Order Book' to the Supplier for review and feedback within five (5) working days unless otherwise agreed.

1.2. SDI PERFORMANCE CRITERIA / SERVICE DELIVERY INDICATORS (SDI's)

1.2.1. QUALITY – The Supplier will supply Goods with 0% Defects. When Defects are found the escalation process will begin in the following circumstances:

1.2.1.1. Non Safety Critical Goods

- Defects found in 3 or more Accounting Periods over a rolling six Accounting Periods; or
- Defects found in over 2% of Goods Delivered in an Accounting Period.

1.2.1.2. Safety Critical Goods

- Any single Defect

1.2.2. STOCK HOLDING – The Supplier shall maintain the value of agreed stock holding.

Where the stock holding is:

- below 100% for 4 or more Accounting Periods over a rolling six Accounting Periods;
- below 90% for 2 or 3 Accounting Periods over a rolling six Accounting Periods; or
- below 75% in any single Accounting Period,

the escalation process shall begin.

- Stock holding to be measured by review of the agreed delivery schedules, in line with the Contract Programme.

2. ESCALATION PROCESS

In the event of unsatisfactory performance standards, including (but not limited to) failure to reach the targets set by the Service Delivery Indicators, failure to reach the targets set by the key performance

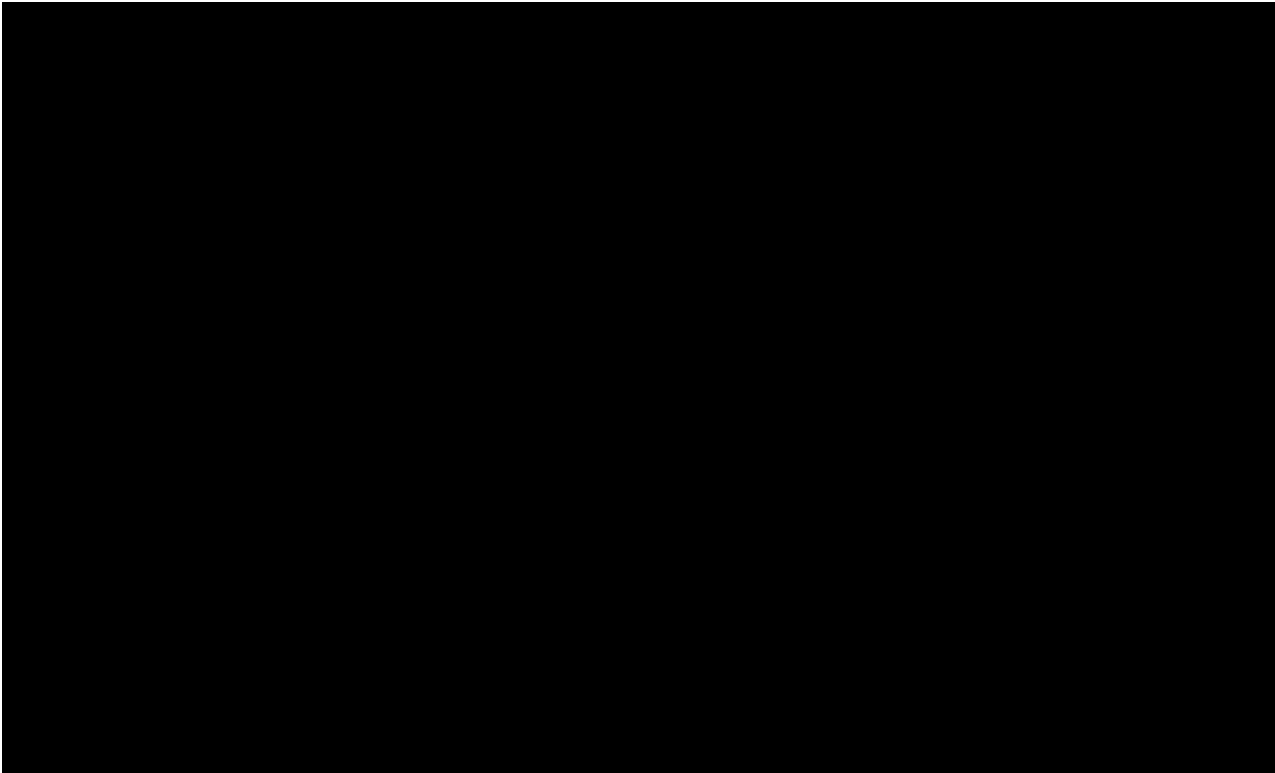
indicators (in 1.1. above), faults open beyond the rectification time and any other deficiencies in performance, the escalation process shall be invoked by the Company in their absolute discretion.

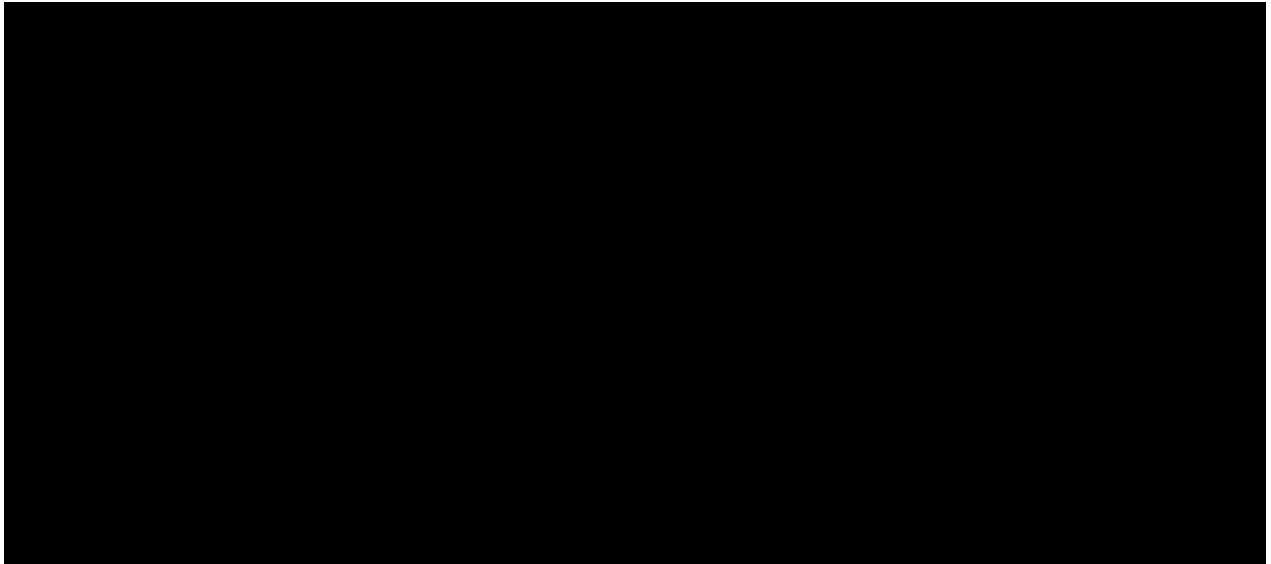
The purpose of the escalation process is to provide a structured framework within which the Parties can address unsatisfactory performance standards against timescales and deliverable targets. For the purposes of this process notified levels of poor performance will be termed “**Non-Conformances**”.

This procedure operates with four levels; the lowest level Non-Conformance being Level 1. Should Non-Conformances escalate they will receive an appropriate level of management intervention from the Company and the Supplier. Level 3 gives final review and opportunity for remedial actions to resolve issues before the Non-Conformance reaches Level 4, which will entitle the Company to terminate in accordance with Clause 20.1 of this Agreement.

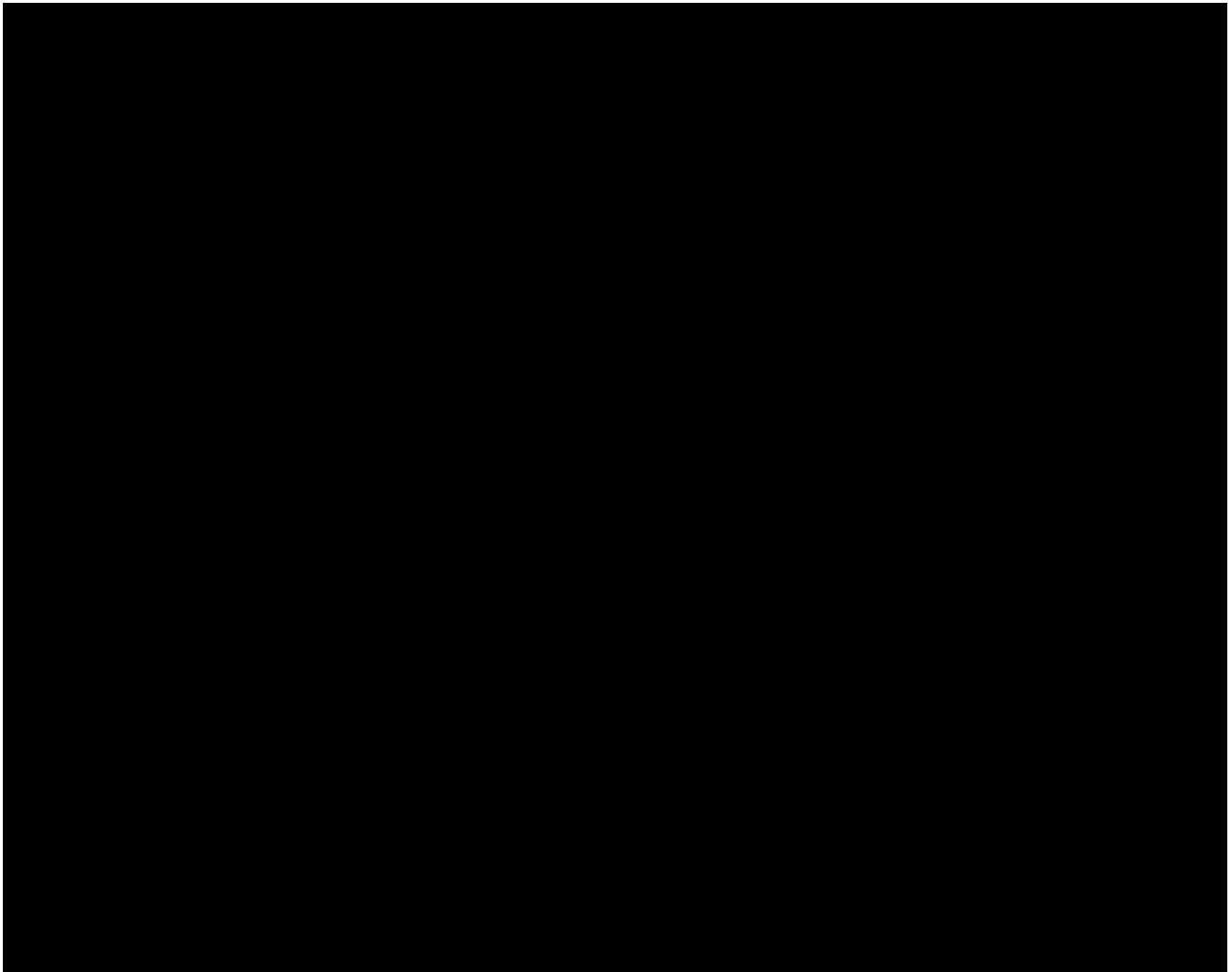
In the event that a performance issue is not resolved between the Company and the Supplier then the Non-Conformance may be raised formally to a Level 1 or Level 2 Non-Conformance, depending upon the severity of the performance failure. It is possible for a number of Level 1 and/or Level 2 issues to be in hand at any one time.

Summary of Escalation Process





Issues shall be resolved locally on a day-to-day basis to the mutual satisfaction of all Parties and shall not be raised to Level 1 without prior endeavours to resolve. At this stage of the process, the Supplier may be required to supply a Root Cause Analysis and a Recovery Plan.



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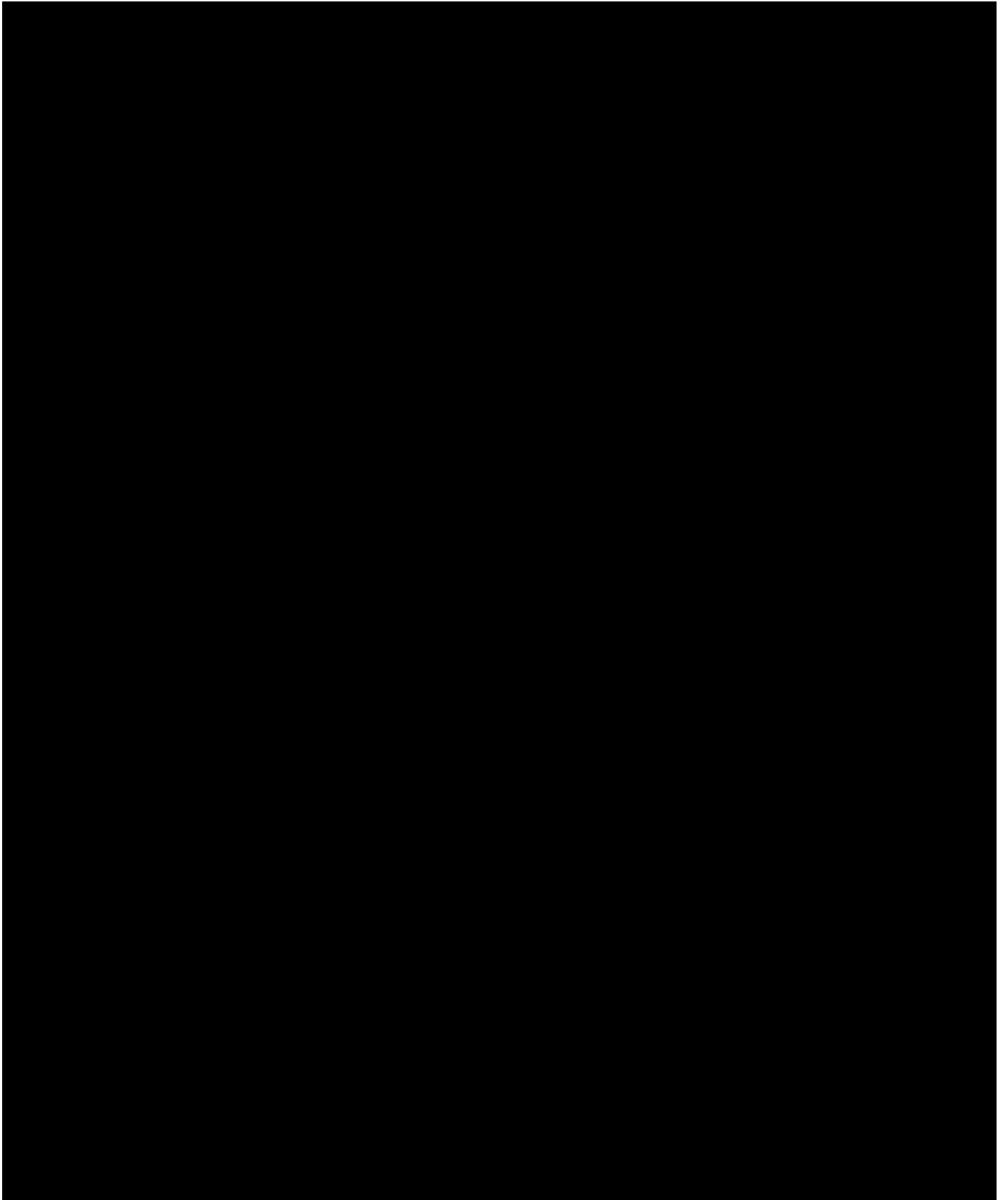
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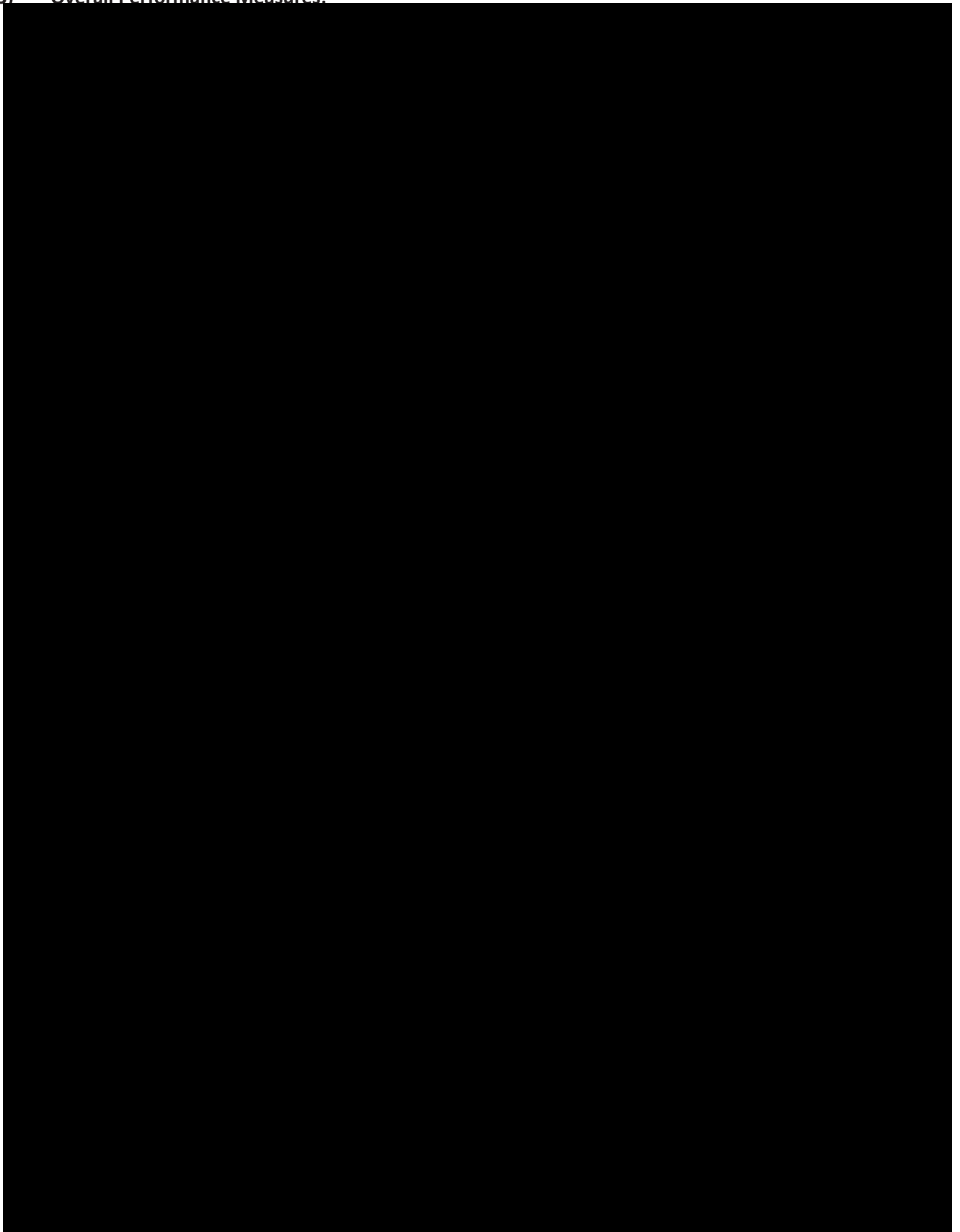
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1) Corrective Action Process



3) Overall Performance Measures:





Schedule 12

Heavy Goods Vehicle Direct Vision Schedule

1. Introduction

In addition to the capitalised terms defined in the Contract, in this Schedule, the following terms shall have the corresponding meanings.

“Agreed DVS Plan” the Initial DVS Plan as updated and approved in accordance with the terms of this Schedule; and

“Initial DVS Plan” the initial plan set out at Appendix 1 which sets out and proposes how the Service Provider shall ensure that all Category N3 HGVs used in the delivery of the Contract achieve a minimum of a three (3) star Direct Vision Standard rating.

2. DVS Plan

2.1 The Service Provider shall comply with the Initial DVS Plan from the Contract Commencement Date.

2.2 Within fifteen (15) Business Days of the Contract Commencement Date the Authority shall either;

2.2.1 confirm that the Initial DVS Plan is approved, in which case such plan shall become the Agreed DVS Plan; or

2.2.2 provide the Service Provider with any comments on and/or amendments to the Initial DVS Plan.

2.3 Within thirty (30) Business Days (for the purpose of paragraph 0) or 15 Business Days (for the purpose of paragraph 0) of receipt of any comments and/or amendments from the Authority] in accordance with paragraph 0 or paragraph 0 (as applicable), the Service Provider shall:

2.3.1 expand the Initial DVS Plan to reflect such comments and/or amendments; and

2.3.2 submit an updated Initial DVS Plan to the Authority for approval.

2.4 Within fifteen (15) Business Days of receipt of the updated Initial DVS Plan, the Authority shall confirm that either the updated Initial DVS Plan:

2.4.1 is approved, in which case it shall become the Agreed DVS Plan; or

2.4.2 not approved and provide its further comments and/or amendments to the Service Provider and the Service Provider shall revise and re-

submit the updated Initial DVS Plan for approval in accordance with paragraph 0.

The process set out in this paragraph 0 shall be repeated until the updated Initial DVS Plan is approved by the Authority.

- 2.5 Where the Authority, acting reasonably, has not approved the updated Initial DVS Plan, the Service Provider may refer that decision to the dispute resolution process set out in the Contract.
- 2.6 Without limiting any other provision of this Contract, the Service Provider shall, at no additional cost to the Authority, and as part of the Services:
 - 2.6.1 implement, observe and comply with the Agreed DVS Plan; and
 - 2.6.2 review and amend the Agreed DVS Plan (as necessary) on each 12 month anniversary of the [Contract Commencement Date or earlier if requested by the Authority, to reflect:
 - 2.6.2.1 any changes to the nature of the Services; and
 - 2.6.2.2 any comments and/or amendments made or proposed by the Authority.

3. **DVS Co-ordinator**

- 3.1 The Service Provider shall nominate a member of the Service Provider's Personnel with the necessary experience, competency and authority to:
 - 3.1.1 be responsible for implementation and compliance with the Agreed DVS Plan; and
 - 3.1.2 act as the Service Provider's authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").
- 3.2 The Service Provider shall add the DVS Co-ordinator's details to the list of Key Personnel.

4 **Self Certification and Reporting**

On each 12 month anniversary of the [Contract Commencement Date], the Service Provider shall submit a report to the Authority, which report sets out the Service Provider's progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the Service Provider has complied with the Agreed DVS Plan.

APPENDIX 1 TO SCHEDULE 12

[Note to bidders

Appendix 1 will be the Initial DVS Plan submitted as part of the tender submission and will be developed to form the Agreed DVS Plan.]

Schedule 13

[Ethical Sourcing and Modern Slavery Action Plan]

1. *The Supplier shall implement an Ethical Sourcing and Modern Slavery Action Plan ("Action Plan") designed to protect workers from labour exploitations and human rights abuses and ensure compliance with the Modern Slavery Act 2015 and the Responsible Procurement Policy in accordance with Appendix 1 to this Schedule 13.*
2. *The Supplier will, within 90 days of the Commencement Date produce to the Company an Action Plan identifying the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products and countries involved and the steps to be taken by the Supplier to mitigate the risks in the short, medium and long term.*
3. *The costs of the creation and implementation of the Action Plan shall be borne by the Supplier.*
4. *The Supplier will update and provide to the Company the Action Plan annually (within 5 Working Days of the anniversary of the Commencement Date) for the duration of the Contract. More regular updates will be provided when risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain are assessed as imminent either the Supplier or the Company.*
5. *The Supplier shall, where relevant, train Supplier Personnel to ensure compliance with this Schedule 13]. The Supplier shall keep a record of all training completed by i all Supplier Personnel and shall make a copy of the record available to the Company on request.*
6. *During the course of the Contract, if the Company has reasonable cause to believe that the Supplier is not complying with any provision of this Schedule 13 or Clause 31 of the Contract:*
 - a) *the Company shall notify the Supplier; and*
 - b) *the parties shall agree a remediation plan ("Remediation Plan") with appropriate timeframes for compliance by the Supplier, such Remediation Plan to be agreed by the parties by no later than 30 days from the date of the Company's notification to the Supplier that remedial action is required or such other period as the parties may otherwise agree in writing (and where the parties fail to agree the plan within such time, the Company shall determine the Remediation Plan).*
7. *The costs of the creation and implementation of the Remediation Plan shall be borne by the Supplier.*
8. *Following the agreement or determination of the Remediation Plan, the Company reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third party auditor approved by the Company) in relation to compliance by the Supplier with the Remediation Plan.*
9. *For the avoidance of doubt, the right of audit referred to in paragraph 8 above shall include, without limitation the right of the Company (or an auditor appointed by the Company) acting reasonably to:*
 - a) *undertake physical inspections of relevant sites/factories;*
 - b) *conduct interviews with relevant personnel; and*
 - c) *inspect relevant documents.*

10. *The Supplier shall co-operate with the Company and/or the Company's auditor in relation to all aspects of any audit undertaken pursuant to paragraph 8 above.*

11. *The Supplier shall make the audit reports required pursuant to paragraph 9 available to the Company through the Supplier's Ethical Data Exchange ("Sedex"), or an equivalent process.*

Appendix 2 Action Plan

1. *The Supplier must prepare its Action Plan using the guidance information and template below. The Supplier's Action Plan should be no longer than ten (10) pages in length*

(excluding relevant policies or similar documents that may be included as appendices) and include:

(a) the Supplier's ethical sourcing policy, highlighting its key ethical sourcing objectives and the means by which the objectives will be achieved over the duration of the Contract;

(b) the Supplier's processes in place to comply with, and any additional processes to be put in place in order to adhere to the principles of the Ethical Trading Initiative (ETI) Base Code, or an equivalent code of conduct;

(c) identification of the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in the Supplier's supply chain, highlighting the main products and source countries involved and the steps the Supplier is taking/will take to mitigate the risks in the short, medium and long term (including appropriate ethical sourcing training for the Supplier's buying staff and other relevant personnel);

(d) the steps the Supplier will take to ensure that its subcontractors implement ethical sourcing policies similar to its own.

(e) the methods by which the Supplier proposes to monitor and report on the steps it has taken to mitigate risks and their effectiveness; and

(f) the Supplier's plan may include commissioning on social audit on sites of supply, which may be shared with the Company through Sedex.

ETI Base Code Item (Examples)	Modern Slavery or Other Risk of Human Rights Abuse (Examples)	Mitigating or Capacity Building Action	When	Person Responsible	Resource Implications	Measure of Success

EXECUTION PAGE:

TO BE SIGNED UNDER HAND

This Contract has been signed by for and on behalf of the parties on the day and year written above.

Signed by

for and on behalf of

Gibson’s Engineering Limited

Managing Director of Gibson’s Engineering Limited

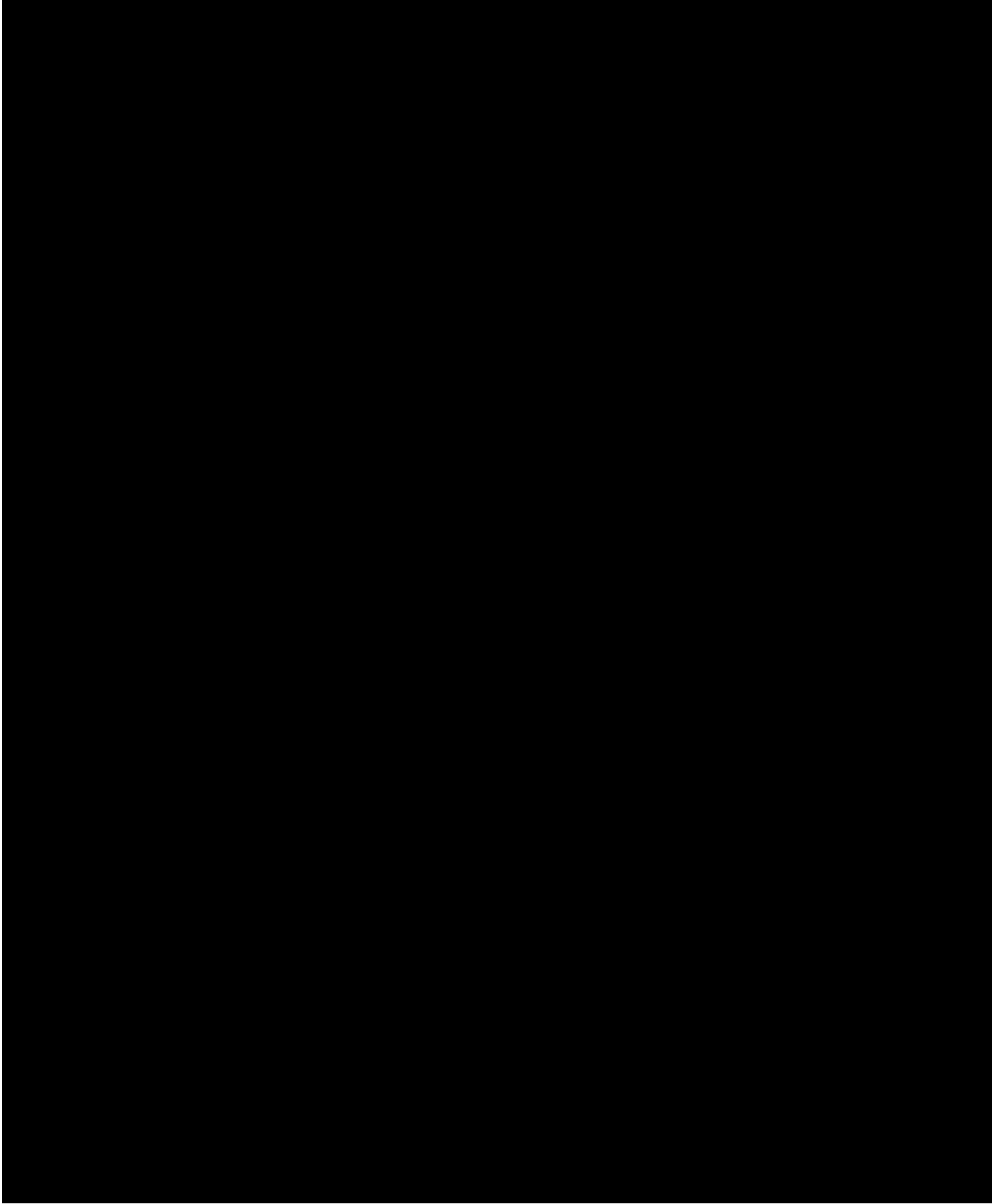
Signed by

for and on behalf of

London Underground Limited

).....

Senior Sourcing Manager





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From time to time, Transport for London (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Transport for London:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [REDACTED]

To advise Transport for London of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us [REDACTED] and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [REDACTED] and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [REDACTED] and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements> [REDACTED]

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Transport for London as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Transport for London during the course of your relationship with Transport for London.