

# **MAINTENANCE SERVICES CONTRACT – MECHANICAL**

between

TRANSPORT FOR LONDON or TfL (1)  
as Company and

and

ABM Facility Services UK Limited (2)  
as Supplier

For the supply of mechanical maintenance services for London Underground

Contract Reference Number TfL00925 – 1 / WS1143112088 - 1

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THIS CONTRACT is made on 15 February 2024

**BETWEEN:**

- (1) **TRANSPORT FOR LONDON or TfL** (the “**Company**” which expression shall include its successors, transferees and assignees), a statutory corporation established under the Greater London Authority Act 1999 of 5 Endeavour Square London E20 1JN; and
- (2) **ABM FACILITY SERVICES UK LIMITED** (the “**Supplier**”), a company registered in England and Wales under number 3461565 and having its registered office at Artemis Building Odyssey Business Park, West End Road, South Ruislip, Middlesex, United Kingdom, HA4 6QE.

(each a “**Party**” and together the “**Parties**”)

**BACKGROUND**

- (A) Pursuant to a notice published via the UK Find a Tender Service on 24 October 2022 the Company invited expressions of interest from appropriately qualified organisations relating to the provision of the Services.
- (B) The Supplier has submitted proposals to the Company setting out how it will perform the Services as required by this Contract.
- (C) The Company has selected the Supplier as the most economically advantageous tenderer to perform the Services pursuant to this Contract.
- (D) Therefore, the Company has agreed to buy and the Supplier has agreed to perform the Services on the terms and conditions set out in this Contract.
- (E) This Contract may be utilised by the Company or any other member of the TfL Group.

**THIS DEED WITNESSES** as follows:

**PART 1: INTERPRETATION**

**1 DEFINITIONS AND INTERPRETATION**

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

“**Abatement**” shall have the meaning given to that term in paragraph 1 (*Definitions*) of Schedule 18a (*Performance Measurement Mechanism*).

“**Additional Works**” has the meaning given to that term in paragraph 1.1 of Part B (*Additional Works*) to Schedule 4 (*Contract Variation Procedure and Additional Works*).

**“Additional Works Price”** means the price deemed to be the “Additional Works Price” pursuant to paragraph 3.3 of Part B (*Additional Works*) to Schedule 4 (*Contract Variation Procedure and Additional Works*).

**“Additional Works Rates”** has the meaning given to that term in paragraph 1.1 of Part B (*Additional Works*) to Schedule 4 (*Contract Variation Procedure and Additional Works*).

**“Adjudicator”** means an independent person appointed to act as an adjudicator in accordance with paragraph 4 of Schedule 5 (*Dispute Resolution Procedure*).

**“Affected Party”** means the Party affected by a Force Majeure Event.

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

**“Annual Maintenance Plan”** has the meaning given to that term in paragraph 5.7 of the Specification and **“AMP”** shall be construed accordingly.

**“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 this Contract, any agreement or document referred to in this Contract, or for the carrying out of the Services.

**“Asset Management System”** means the Company’s system as more particularly described in Appendix N (*Asset Management System*) of the Specification and **“AMS”** shall be construed accordingly.

**“Assets”** has the meaning given to it in paragraph 5.11 of the Specification.

**“British Standards”** has the meaning given to that term in paragraph 5.14 of the Specification.

**“Business Continuity Plan”** means the plan prepared by the Supplier and delivered to the Company’s Representative in accordance with paragraph 3.4.10 of Schedule 10 (*Contract Management*).

**“Category N3 HGV”** has the meaning given to that term in Clause 76.7(a).

“**CCSL**” means the Centre for Civil Society Limited or any relevant replacement organisation.

“**CDM Regulations**” means the Construction (Design and Management) Regulations 2015.

“**Cessation Plan**” means a plan agreed between the Parties or determined by the Company in accordance with Clause 76.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

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

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

“**Commercial Off the Shelf Software**” means commercial off the shelf software which is standard, freely commercially available and not developed or modified by the Supplier.

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

“**Company Personnel**” means staff supplied (including the Company’s Representative) by the Company or any member of the TfL Group.

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

“**Company Standards**” has the meaning given to that term in paragraph 6.2.1 of the Specification.

“**Competency Management and Training Plan**” means the plan to be provided by the Supplier to the Company’s Representative in accordance with paragraph 3.4.8 of Schedule 10 (*Contract Management*).

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

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

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

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

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

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

**“Contract Management Plan”** means the plan described in paragraph 4 of Schedule 14 (*Mobilisation Requirements*).

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

**“Contract Variation Procedure”** means the procedure set out in Part A (*Contract Variation Procedure*) of Schedule 4 (*Contract Variation Procedure and Additional Works*).

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

other technical business and similar information originated by or on behalf of the Supplier in accordance with this Contract.

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

**“Cumulative Scorecard”** has the meaning given to that term in Schedule 18a (Performance Measurement Mechanism).

**“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 1998; and
- (b) any statutory codes of practice issued by the Information Commissioner’s Office of the United Kingdom 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 this Contract made by a court of competent jurisdiction in accordance with Regulation 98(2)(a) or Regulation 103(3) of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

**“Demobilisation Plan”** means the demobilisation plan referred to in paragraph 3.1(a) of Schedule 15 (*Demobilisation*).

**“Direct Vision Standard”** or **“DVS”** has the meaning given to that term in Clause 76.7(a).

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

**“Dispute”** has the meaning given to that term in Clause 65.



**“Documentation”** means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier in the performance of this Contract and whether in paper form or stored electronically, excluding source code owned by the Supplier or a Sub-Contractor.

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

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

**“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 workplace.

**“Equipment”** has the meaning given to it in paragraph 5.22 of the Specification.

**“Equipment Register Data Capture”** has the meaning given to it in paragraph 8.1.3 of the Specification.

**“Escalation Procedure”** has the meaning given to it in paragraph 1 of Schedule 18a (*Performance Measurement Mechanism*).

**“ETI Base Code”** means the ethical trading initiative base code set out in Appendix 3 (*The ETI Base Code*) to Schedule 17 (*Responsible Procurement*) of the Contract.

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

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

- (a) any Abatement levied in accordance with this Contract;
- (b) any costs of the Supplier of performing its obligations under this Contract, including but not being limited to the costs of re-performing the Services as required by Clause 19;
- (c) any compensation on termination amounts pursuant to Clause 44;
- (d) any taxes, whether payable under any Applicable Laws or pursuant to this Contract;
- (e) Losses against which the Supplier is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach of or failure to maintain such insurance);
- (f) Losses caused by fraudulent acts, including fraudulent misrepresentation or acts of a criminal nature;
- (g) Losses caused by the Supplier committing a Prohibited Act or Safety Breach;
- (h) loss of or damage to any property (including the TfL Network and Sites and any other property belonging to the Company for which the Supplier is responsible);
- (i) claims made against the Company by third parties (whether under contract, tort, breach of statutory duty or otherwise);
- (j) any Losses against which the Company is indemnified under Clause 29;
- (k) any Losses against which the Company is indemnified under Clause 36.9;
- (l) any Losses caused by the Supplier committing a breach of Clause 40 or in respect which the Company is indemnified under Clause 40;
- (m) death or personal injury caused by the Supplier’s negligence or that of Supplier Personnel; and

- (n) any interest due as a result of any late payments of any of the Excepted Liabilities.

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

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

**“Fee”** shall have the meaning given to that term in paragraph 1.1 (*Definitions*) of Schedule 3 (*Payment*).

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

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

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

- (a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, civil unrest, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;
- (b) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes;
- (d) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control

of, the Supplier and it could not reasonably have avoided or provided against the effects;

- (e) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the TfL Network and/or Site;
- (f) lightning, earthquake or extraordinary storm;
- (g) fire;
- (h) tunnel collapse;
- (i) compliance with the provision of Sections 118 to 121 of the Railways Act 1993; or
- (j) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs.

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

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

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

**“Guarantor”** means ABM INDUSTRIES INCORPORATED, a company incorporated and registered in the State of Delaware, United States of America with Federal Employer Identification Number 94-1369354 whose registered office is at One Liberty Plaza, 7th Floor, New York, New York, 10006.

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

**“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 (*Contract Data*).

**“Invitation to Tender”** or **“ITT”** means the invitation to tender issued on 31 March 2023 through the TfL e-tendering portal under ID: WS1143112088.

**“Key Performance Indicators”** or **“KPIs”** has the meaning given to it in paragraph 1 of Schedule 18 (*Performance Measurement*) and **“Key Performance Indicator”** or **“KPI”** means any one of them.

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

**“Level 4 Non-Conformance”** has the meaning given to that term in Schedule 18a (*Performance Measurement Mechanism*).

**“London Living Wage”** means 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](http://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).

**“LUL”** means London Underground Limited (company number 01900907).

**“Maintenance Services”** means the services detailed in the Specification and includes, without limitation, Planned Maintenance and Reactive Maintenance.

**“MAM”** has the meaning given to that term in Clause 76.7(a).

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

**“Mobilisation Period”** means the period from the Commencement Date to the Services Commencement Date.

**“Mobilisation Plan”** has the meaning given to that term in paragraph 1.1 of Schedule 14 (*Mobilisation Requirements*).

**“Mobilisation Works”** means the activities set out in Schedule 14 (*Mobilisation Requirements*) and more particularly in the Mobilisation Plan.

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

**“Network Rail”** means Network Rail Infrastructure Limited (company number 02904587).

**“Notice to Proceed”** has the meaning given to that term in Clause 47.2(b).

**“Occasion of Tax Non-Compliance”** means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
  - (i) a Relevant Tax Authority successfully challenging the Supplier under the general anti-abuse rule (being the rule referred to in section 206(2) of the Finance Act 2013) or the Halifax abuse principle (being the principle established in *Halifax plc v HMRC* (Case C-255/02) and subsequently developed by the courts) or under any tax rules or legislation that have an effect equivalent or similar to the general anti-abuse rule or the Halifax abuse principle; and/or
  - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent of similar regime; and/or
- (b) the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

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

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

**“Payment Application”** shall have the meaning given to that term in paragraph 2.9(b) (*Payment Process*) of Schedule 3 (*Payment*).

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

**“Permitted Delay Event”** has the meaning set out in Clause 28.1 of this Contract.

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

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

**“Planned Maintenance”** has the meaning given to it in paragraph 8.1.1 of the Specification.

**“Planned Maintenance Schedule”** has the meaning given to it in paragraph 5.49 of the Specification.

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

**“Price”** means the sum calculated in accordance with paragraph 2.2 (*the Price*) of Schedule 3 (*Payment*).

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

**“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 this Contract or any other contract with the Company; or
  - (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Company; or
- (b) entering into this Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before this Contract is entered into, particulars of any such commission and of the terms and conditions of any such

contract for the payment thereof have been disclosed in writing to the Company;  
or

- (c) committing an offence:
  - (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 this 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 Management Plan”** means the Supplier’s quality management plan provided by the Supplier in accordance with paragraph 6 of Part B (*Quality*) to Schedule 16 (*Health, Safety, Quality and Environmental Requirements*) and updated from time to time in accordance with paragraph 6.1.4 of Part B (*Quality*) to Schedule 16 (*Health, Safety, Quality and Environmental Requirements*).

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

**“QUENSH”** has the meaning given to it in paragraph 2 of Part A (*Health and Safety*) of Schedule 16 (*Health, Safety, Quality and Environmental Requirements*).

**“Reactive Maintenance”** has the meaning given to it in paragraph 9.1.1 of the Specification.

**“Reactive Maintenance Work Orders”** has the meaning given to that term in paragraph 1 of Schedule 3 (Payment) and **“RMWO”** shall be construed accordingly.



**“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.

**“Relevant Tax Authority”** means Her Majesty’s Revenue and Customs, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established.

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

**“Replacement Employer”** has the meaning given to it in Clause 29.1.

**“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 this Contract caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier) or any of its agents which has materially affected the safe operation of the TfL Network and/or Sites or the safety of the Company’s customers, staff or any other person.

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

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

- (a) any Additional Works;
- (b) any Maintenance Services; and
- (c) any services and/or works carried out under a Variation Order.

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

**“Shift”** means a day or night shift and is fully inclusive of rest breaks and travel time between the Sites.

**“Sites”** means the work areas set out in Appendix A (*Service Matrix*) to the Specification and such other work areas as the Company may allow the Supplier to access (subject to and in accordance with Clause 21) in order to perform the Services.

**“Spares”** has the meaning given to it in paragraph 5.67 of the Specification.

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

**“Standards”** means the requirements specified in any Company Standards (accessed via the Company’s online e-library), British Standards and associated Codes of Practice required by the Company.

**“Strategic Labour Needs and Training Plan”** means the plan set out in Schedule 19 (*Strategic Labour Needs and Training*).

**“Sub-Contract”** means a contract between the Supplier and a Sub-Contractor.

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

**“Supplier Default”** has the meaning given to it in Clause 43.1.

**“Supplier Party”** means:

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

**“Supplier Personnel”** means all employees, workers, agents or consultants of the Supplier and the Supplier’s Sub-Contractors from time to time.

**“Supplier Questionnaire”** or **“SQ”** means the pre-qualification questionnaire issued on 24 October 2022 through the UK Find a Tender Service with reference 2022/S 000-029924.

**“Supplier’s Representative”** means the person appointed by the Supplier and named as such in Schedule 1 (*Contract Data*) and such replacement notified in writing by the

Supplier to the Company's Representative from time to time and accepted in writing by the Company's Representative.

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

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

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

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

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

**"Third Party Supplier"** means any supplier (excluding the Supplier) who is in contract with any member of the TfL Group.

**"Transparency Commitment"** means the Company's commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Company's own transparency commitments.

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

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

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

**“Work Order”** shall have the meaning given to that term in paragraph 5.77 of the Specification.

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

- (b) the Schedules to this Contract (equal priority, but subject to this Clause 1.11); and
  - (c) any other document referred to in, or incorporated by reference into, this Contract.
- 1.12 If there is any inconsistency between any diagram and any text, the text shall take precedence.
- 1.13 In the event of any inconsistency between the Schedules and the Parts, Annexes or Appendices thereto, the Schedules shall prevail.
- 1.14 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Company, nor the failure of the same shall, unless otherwise expressly stated in this Contract, relieve the Supplier of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.
- 1.15 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, the Company may make such election, determination, approval, rejection, consent, nomination, appointment, decision, specification, permission or consideration in its absolute discretion without being required to give reasons, unless this Contract expressly requires otherwise.
- 1.16 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, this means in advance and in writing in order for the Supplier to be able to place reliance on it.
- 1.17 This Contract was drafted with the joint participation of the Parties and no provision of this Contract will be construed adversely to a Party solely on the ground that such Party was responsible for the preparation of this Contract or that provision.
- 1.18 Where used in any part of this Contract the phrase "reasonable endeavours" shall be taken to mean an obligation to do whatever could reasonably be done in the circumstances to fulfil the obligation concerned by:
  - (a) a responsible and sufficiently funded contractor acting in accordance with Good Industry Practice (in the case of the Supplier); or
  - (b) a responsible customer receiving the Services (in the case of the Company).

## PART 2: CONTRACT MANAGEMENT AND COMMENCEMENT

### 2 DURATION AND OPTION TO EXTEND

- 2.1 This Contract and the rights and obligations of the Parties (excluding the obligations of the Supplier to provide the Services but including the Supplier's obligation to comply with Schedule 14 (*Mobilisation Requirements*)) shall take effect on the Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2. The obligation of the Supplier to provide the Services shall take effect on the Services Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2.
- 2.2 The Company shall at its sole option be entitled at any time prior to the date falling no later than twelve (12) months prior to the Expiry Date to serve notice on the Supplier of its decision to extend this Contract for a period of up to two (2) years (the "Extension Period") either in respect of all or part of the Services.
- 2.3 The provisions of this Contract shall continue to apply *mutatis mutandis* to any such extension of this Contract (other than Clause 2.2 containing the option to extend and subject to any variations as may be agreed by both Parties).
- 2.4 On receipt of notice further to Clause 2.2 from the Company to the Supplier, this Contract shall be deemed extended accordingly.

### 3 DUE DILIGENCE

- 3.1 The Supplier acknowledges and agrees that the Company has delivered or made available the Disclosed Data and that the Supplier has:
- (a) satisfied itself of all details relating to the Specification;
  - (b) satisfied itself as to the Equipment and Assets which are covered by this Contract and the nature and extent of the risks assumed by it under this Contract; and
  - (c) gathered all information necessary to perform its obligations under this Contract and other obligations assumed, including:
    - (i) information as to the nature location and condition of all relevant land (including hydrological, geological, geo-technical and sub-surface conditions);
    - (ii) information relating to all relevant archaeological finds and areas of archaeological, scientific or natural interest;

- (iii) information relating to local conditions and facilities and the quality of existing structures;
  - (iv) obtaining all surveys, information and any and all data and any supporting documentation necessary for carrying out its obligations under this Contract; and
  - (v) raising all relevant due diligence questions with the Company before the date of this Contract.
- 3.2 The Company shall not be liable for any costs arising from the Supplier's failure to perform its obligations under this Clause 3 or from any actual or perceived lack by the Supplier of information or knowledge.
- 3.3 The Supplier shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Company on grounds that any information, whether obtained from the Company or otherwise (including information made available by the Company), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.
- 3.4 The Supplier acknowledges, represents and warrants that:
  - (a) the Company has relied upon the Supplier's expertise and professionalism in the carrying out of all due diligence activities in relation to this Contract including the requesting of and verification of all Disclosed Data; and
  - (b) the Disclosed Data, together with the Supplier's own expertise and knowledge of the Company's operations, are sufficient to enable the Supplier to satisfy itself:
    - (i) as to the scope and nature of the Services to be provided; and
    - (ii) that it is able to perform its obligations under this Contract.
- 3.5 The Supplier shall not be entitled to any additional payment nor be excused from any liability under this Contract and has no right to make a claim against the Company as a result of:
  - (a) the Supplier misinterpreting any matter or fact relating to the Specification or this Contract; or
  - (b) the Supplier having failed to review the Disclosed Data or any documents referred to in the Disclosed Data.
- 3.6 Subject to Clause 3.7, no warranty, representation or undertaking (whether express or implied) is given by the Company as to the relevance, accuracy, completeness, adequacy or fitness for purpose of any Disclosed Data or that such information constitutes all of the

information relevant or material to the Specification and the Services. The Supplier represents and agrees that it has placed and will place no reliance on the Disclosed Data and that it has made its own enquiries to satisfy itself as to the accuracy, adequacy and completeness of the Disclosed Data supplied to it in connection with this Contract. Accordingly, the Supplier shall not be relieved from any obligation under this Contract in connection with:

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

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

#### **4 SUPPLIER WARRANTIES**

4.1 The Supplier warrants to the Company that:

- (a) it is properly constituted and incorporated under the laws of England and Wales and has all necessary authority, power and capacity to enter into this Contract, and that this shall remain the case until the Expiry Date;
- (b) it has entered into and executed this Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and constitutional documents and all necessary corporate and other actions required to authorise the execution of, and the performance of its obligations under, this Contract have been taken by the Supplier and this Contract is executed on behalf of the Supplier by a duly authorised representative of the Supplier;
- (c) it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-licence) of all and any Intellectual Property Rights as contemplated in this Contract and such Intellectual Property Rights are not infringing upon the Intellectual Property Rights or infringed by the Intellectual Property Rights of any third party;
- (d) it has examined the Specification and all other documents forming this Contract and is not aware of any ambiguity or discrepancy within this Contract or between this Contract and any other documents which it is required to comply with which might adversely affect the carrying out of the Services and/or increase the costs



incurred in carrying out such Services in accordance with the terms of this Contract;

- (e) at the Commencement Date there are no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge (having made all due enquiry), threatened against or affecting the Supplier or any of its assets before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations under this Contract;
- (f) at the Commencement Date all information, representations and other matters of fact communicated in writing to the Company or its agents or employees in connection with the response of the Supplier to the Supplier Questionnaire and Invitation to Tender or in the course of negotiations in respect of this Contract are true, complete and accurate in all respects or were at the time they were made with any omissions or inaccuracies being notified to the Company by the Supplier prior to the Commencement Date by way of updating information;
- (g) as at the Commencement Date, the execution, delivery and performance by the Supplier of its obligations under this Contract will comply with Applicable Laws and will not result in a default under any agreement by which the Supplier is bound or any order or decree of any court of competent jurisdiction or arbitrator which is binding on the Supplier, and which could prevent the Supplier from entering into and performing its obligations under this Contract;
- (h) it has not (and none of its employees or contractors or agents or any employees of any contractors or agents has) committed any Prohibited Act in relation to this Contract prior to entering into or in entering into this Contract;
- (i) it has and will throughout the duration of this Contract have in place adequate procedures (as referred to in Section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Supplier from bribing any person with the intention of obtaining or retaining business for the Supplier or with the intention of obtaining or retaining an advantage in the conduct of business for the Supplier;
- (j) it has obtained or will obtain, at or before the time such Necessary Consents are required to be obtained, all Necessary Consents from time to time necessary to carry out its obligations under this Contract;
- (k) as at the date of this Contract there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to the Company and which if disclosed might reasonably have been expected to affect the decision of the Company to enter into this Contract;

- (l) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Supplier, having made all due enquiry, threatened) for the winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of the assets or revenues of the Supplier;
- (m) it has and until the Expiry Date will continue to have the expertise to supply the Services;
- (n) it has and will continue to have in place at all times, both before and after the Expiry Date, sufficient contractual obligations with any Supplier Party who is directly involved in the provision of the Services and who needs to know the Confidential Information to ensure that such Supplier Party is aware of and complies with the obligations of confidence in Clause 37;
- (o) it is resident for tax purposes in (and only in) the UK, and undertakes that it will, at all times ensure that its affairs are conducted in a way which ensures they are and will remain resident for tax purposes in (and only in) the UK;
- (p) as at the date of this Contract, it has notified the Company in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance;
- (q) as at the date of this Contract, it has not been in any of the situations referred to in Regulation 57(1) – 57(5) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016; and
- (r) it shall, where applicable to the Supplier, comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

### **PART 3: THE SERVICES**

#### **5 SUPPLIER'S PRIMARY OBLIGATIONS**

- 5.1 The Supplier shall provide the Services to the Company and perform its obligations in accordance with the terms of this Contract.
- 5.2 The Supplier shall ensure that, and warrants to the Company that, it shall perform all of its obligations under this Contract and provide the Services:
  - (a) so as to satisfy the requirements of the Specification and any Additional Works Notice;
  - (b) in accordance with the Annual Maintenance Plan;

- (c) in a regular and diligent manner and in accordance with Good Industry Practice;
- (d) so as to conform to all Applicable Laws (including but not limited to any law and Regulations applicable to the Company or the TfL Network);
- (e) so as to comply with all Standards and any additional standards listed in the Specification and any Additional Works Notice;
- (f) so as to comply with this Contract and the requirements of the Company set out in this Contract and all lawful and reasonable directions of the Company provided that those directions are not inconsistent with this Contract;
- (g) using goods and materials, that are new and of a satisfactory quality, sound and free from defects and facilities, vehicles, plant and equipment that are of good serviceable quality;
- (h) in accordance with the requirements of:
  - (i) ISO 9001:2015, ISO 45001:2018 and ISO 14001:2015 as applicable to the provision of the Services; and
  - (ii) ISO 10005:2018 as applicable to the Quality Management Plan,or in each case, any equivalent standards as may be accepted as an alternative in the absolute discretion of the Company;
- (i) in an economic, efficient, effective and resource and energy efficient manner;
- (j) in a manner that is safe and not injurious to health and does not create safety hazards and that does not cause a nuisance or damage to property or harm to the environment and in accordance with the Health and Safety Policy that the Supplier is required to maintain pursuant to paragraph 1.1 of Part A (*Health and Safety*) of Schedule 16 (*Health, Safety, Quality and Environmental Requirements*);
- (k) so as not to detract from or damage the image and reputation of the Company;
- (l) so as not to impede the Company in carrying out its functions or increase the cost to the Company of carrying out its functions including so as to accommodate the operations and activities of the Company; and
- (m) using only personnel who are competent, appropriately qualified and properly trained and supervised, exercising the highest standard of diligence, care and skill and who hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards.

- 5.3 The Supplier shall train any of the Company's employees and any of their contractors or agents as required by the Specification or by a Variation Order issued by the Company pursuant to Schedule 4.
- 5.4 The Supplier shall ensure that, and warrants to the Company that, it shall provide the Planned Maintenance in accordance with the Planned Maintenance Schedule.

## **6 CONSENTS**

- 6.1 Subject to Clause 6.2 the Supplier shall:
- (a) (subject to Clause 6.1(b)), in its own name, apply for, obtain, maintain and renew all Necessary Consents which may be required for the performance of the Services;
  - (b) use all reasonable endeavours to assist the Company to obtain all Necessary Consents that, as a matter of law, the Supplier is not eligible to obtain;
  - (c) be responsible for implementing each Necessary Consent (which it is required to obtain pursuant to Clause 6.1(a)) within the period of its validity in accordance with its terms;
  - (d) supply free of charge to the Company's Representative a copy of any application for a Necessary Consent (with a copy of all accompanying drawings and other documents) and a copy of any Necessary Consent obtained;
  - (e) comply with the conditions attached to any Necessary Consents and procure that no such Necessary Consent is breached by it or any person under its control and use all reasonable endeavours to procure that no Necessary Consent is revoked and that all Necessary Consents continue in full force and effect for such time as is necessary for the Supplier to carry out the Services; and
  - (f) not (and shall use all reasonable endeavours to procure that any other person over whom it has control shall not) without the prior consent of the Company's Representative under this Contract (which consent shall not be unreasonably withheld or delayed) apply for or agree to any change, relaxation or waiver of any Necessary Consent (whether obtained before or after the date of this Contract) or of any condition attached to it but, subject to the compliance by the Supplier with its obligations under this Clause 6.1(f), references in this Contract to Necessary Consents shall be construed as referring to the Necessary Consents as from time to time varied, relaxed or waived.
- 6.2 The Supplier shall immediately notify the Company's Representative if it becomes aware of any allegation of non-compliance with any Applicable Law or Necessary Consent from time to time by itself or any Sub-Contractor in relation to this Contract.

- 6.3 The Supplier shall promptly provide the Company with such information relating to any Necessary Consent applied for or obtained as the Company's Representative may require from time to time.
- 6.4 Where the period of a Necessary Consent would extend beyond the termination or expiry of this Contract, the Supplier shall, before applying for and throughout the process of obtaining such Necessary Consent, consult with the Company's Representative about the terms of such Necessary Consent and use reasonable endeavours to ensure that, to the extent the terms would apply after the termination or expiry of this Contract, they do not adversely affect any interest of the Company.

## **7 COMMENCEMENT AND COMPLETION**

### **7.1 Commencement and Completion**

- (a) The Supplier shall carry out and complete the Mobilisation Works within the Mobilisation Period in accordance with the requirements of this Contract.
- (b) The Supplier shall commence delivery of the Mobilisation Works from the Commencement Date.
- (c) The Supplier shall commence delivery of the Maintenance Services from the Services Commencement Date.
- (d) The Supplier shall provide all information and evidence listed or identified in the Specification as being required and all other information and evidence which the Company's Representative may reasonably request to satisfy the Company's Representative that the Services (or any part of it) have been so completed.

## **8 WORK ON THE SITE**

- 8.1 During the term of this Contract, the Supplier shall:
- (a) ensure that each Supplier Party working on each of the Sites or any third parties' sites comply with:
    - (i) the applicable Site or site's local safety arrangements and undergo any relevant induction or training necessary;
    - (ii) comply with all reasonable instructions of the Company or applicable third party; and
    - (iii) comply with any applicable requirements set out in the Specification;
  - (b) supply the Company's Representative with a list of all personnel working on each of the Sites together with any other related information that the Company's

Representative may reasonably require and notify the Company's Representative in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;

- (c) be responsible for bringing to, erecting and maintaining on and dismantling and removing from the Sites its facilities, vehicles, plant and equipment whether of a temporary or permanent nature;
- (d) ensure that no Supplier Party uses the Company's or a third party's site equipment without the prior written consent of the Company or the relevant third party;
- (e) carry out the Services in such a manner as not to endanger or interfere in any way with the TfL Network, the Company or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in this Contract and any further instructions, rules and regulations which it may from time to time receive from the Company's Representative for the working, protection and return of the railway or for the protection of persons on or adjacent to the railway;
- (f) 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;
- (g) notify the Company's Representative of any circumstances or events of which the Supplier is aware which are likely in the Supplier's reasonable opinion to affect the operation of the TfL Network and/or Sites so as to impact on the services provided to the general public; and
- (h) ensure that the Services are carried out without unreasonable, unnecessary or improper disturbance to the public or, insofar as compliance with the requirements of this Contract permits, without interference with access to and use or occupation of public and private roads and properties, whether in the possession of the Company or of any other person.

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

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

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

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

## **9 CO-OPERATION**

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

## **10 NON-EXCLUSIVITY**

- 10.1 As regards the Company, this Contract is not exclusive and the Company may:
- (a) itself perform any services similar or analogous to any part of or all of the Services; or
  - (b) contract with any third party to perform any services and/or works similar or analogous to any part of or all of the Services.
- 10.2 In the event that the Company contracts with any third party to perform any services and/or works similar or analogous to any part or all of the Services, the Supplier shall provide such information and assistance and within such timescales as the Company may reasonably request in connection with such procurement.

## **PART 4: LIAISON AND GOVERNANCE**

### **11 EARLY WARNING**

- 11.1 The Supplier shall give an early warning by notifying the Company's Representative as soon as it becomes aware of any matter which could:
- (a) increase the Price;
  - (b) prevent the Supplier from performing its obligations under this Contract or cause the Supplier to be in breach of this Contract or any Sub-Contract;
  - (c) cause the Annual Maintenance Plan to need to be amended;
  - (d) adversely affect the Company;

- (e) lead to the Supplier terminating or suspending any Sub-Contract; or
- (f) cause a breach of any Applicable Laws or Standards.

## **12 COMPANY'S AND SUPPLIER'S REPRESENTATIVES**

- 12.1 Each Party shall appoint one (1) or more representatives to act on its behalf under this Contract. Each Party shall advise the other Party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1 (*Contract Data*). The Supplier shall not appoint such a representative without the prior written consent of the Company's Representative (which consent shall not be unreasonably withheld). Any Party may, on giving reasonable notice to the other Party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company's Representative. Each Party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each Party will be bound by any decision made or action taken by its representatives.
- 12.2 Subject to Clause 75, any notice, information, instructions or communication given:
- (a) to the Supplier's Representative shall be deemed to have been given to the Supplier; and
  - (b) to the Company's Representative shall be deemed to have been given to the Company.
- 12.3 The Company shall not be responsible for any notice, communication or other purported instruction required to be given under this Contract given by a person alleging to act for and on behalf of the Company unless such person is one of the Company's Representatives. Accordingly, the Supplier shall not be entitled to rely on any such notice, communication or purported instruction and shall not do so or claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Supplier act on or fail to act on it.

## **13 RECORDS AND AUDIT**

- 13.1 The Supplier shall, and shall procure that its Sub-Contractors shall, maintain a true and correct set of records relating to all aspects of their performance of this Contract and all transactions related to this Contract. For the avoidance of doubt, such records shall include but are not limited to:
- (a) all necessary information for the evaluation of claims or variations;
  - (b) management accounts, information from management information systems and any other management records;



- (c) accounting records (in hard copy as well as computer readable data);
- (d) sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids etc);
- (e) original estimates;
- (f) estimating worksheets;
- (g) correspondence;
- (h) variation and claims files (including documentation covering negotiated settlements);
- (i) general ledger entries detailing cash and trade discounts and rebates;
- (j) commitments (agreements and leases) greater than £5,000;
- (k) detailed inspection records;
- (l) such materials prepared in relation to the Supplier Questionnaire, the Invitation to Tender and subsequent tendering process which have not already been provided to the Company's Representative; and
- (m) personnel records including all payroll information in respect of any personnel, including personnel of the Supplier, any Sub-Contractor and any agency staff of the Supplier involved in the performance of the Services.

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

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

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

- (a) granting or procuring the grant of access to any premises or Sites used in the performance of this Contract, whether the Supplier's own premises or otherwise;

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

#### **14 PROVISION OF CONTRACTUAL DOCUMENTATION AND CONTRACT MANAGEMENT**

- 14.1 The Supplier shall provide all Contractual Documentation within the times stated in this Contract or, if no such times are stated, by no later than ten (10) Working Days from the date on which the Company's Representative requests the same.
- 14.2 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant Contractual Documentation accordingly.
- 14.3 The Parties shall comply with the procedures their respective obligations as set out in Schedule 10 (*Contract Management*). The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

**PART 5: CHANGE****15 VARIATION AND ADDITIONAL WORKS****15.1 Variations**

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

**15.2 Additional Works**

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

**16 CONTRACT INNOVATION, CONTINUOUS IMPROVEMENT AND EFFICIENCY**

The Supplier is required to identify and implement innovative measures, continuous improvement and efficiency savings throughout the duration of the Contract.

**PART 6: PAYMENT AND FINANCIAL****17 COMPANY'S OBLIGATIONS**

17.1 The Company shall pay the Supplier for the Services in accordance with the terms of Clause 18 of this Contract and the provisions of Schedule 3 (*Payment*).

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

**18 PRICE AND PAYMENT**

18.1 The Price payable by the Company to the Supplier to provide the Services shall be calculated in accordance with Schedule 3 (*Payment*) and shall be inclusive of all expenses and disbursements.

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

- (a) any sum of money is recoverable from or payable by the Supplier; or
- (b) any Losses are reasonably and properly owed to, or incurred by, the Company or any member of the TfL Group;

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

18.3 Each Payment Application shall clearly show the Contract Reference Number. Supporting documentary information shall be submitted to the Company's Representative for each Payment Application submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to each Payment Application and the Supplier shall provide such information as is reasonably required.

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

## **19 PERFORMANCE MEASUREMENT**

19.1 The Company's Representative shall assess the Supplier's performance under this Contract in accordance with Schedule 18 (*Performance Measurement*) and the Supplier acknowledges that this may result in Abatements being deducted from the Fee and that the Escalation Procedure shall be applied where performance issues arise.

19.2 Without limiting any other remedy, if the Services are not performed in accordance with this Contract then:

- (a) the Company shall be entitled to require the Supplier to re-perform the Services in accordance with the Contract; and
- (b) the Supplier shall re-perform such Services in accordance with the Contract within five (5) Working Days at no extra cost to the Company.

**20 INTEREST**

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

**PART 7: PROPERTY AND ASSETS****21 ACCESS**

21.1 The Company shall give the Supplier access to the parts of the TfL Network and/or Sites required for the performance of the Services provided that the Supplier complies with the access requirements set out in Schedule 13 (*Access*) and otherwise subject to and in accordance with Schedule 13 (*Access*) to the extent applicable and Appendix T of the Specification.

21.2 Where the Supplier or any Supplier Party has access to the TfL Network and/or Sites for the carrying out of any of the Services, the Supplier shall and shall ensure that any Supplier Party shall:

- (a) not cause any damage to the TfL Network and/or Sites;
- (b) not do or permit to be done on the TfL Network and/or Sites anything which is illegal or which may be or become a nuisance (whether actionable or not) or cause damage or disturbance to the Company or to any tenants or occupiers of the TfL Network and/or Sites or any owner or occupier of any neighbouring property;
- (c) not knowingly do anything that will or might constitute a breach of any Necessary Consent affecting the TfL Network and/or Sites that have been disclosed to the Supplier or which will or might vitiate in whole or in part any insurance effected by the Company in respect of the TfL Network and/or Sites from time to time of which the Supplier has notice;
- (d) observe any rules and regulations the Company acting reasonably makes in the interests of good estate management and notifies to the Supplier from time to time in writing governing the Supplier's use of the TfL Network and/or Sites and in particular:
  - (i) the lawful requirements and recommendations of the Company's local fire officer and the Company's health and safety representative in respect of the TfL Network and/or Sites or their use; and

- (ii) any regulation, standing order or traffic regulation made by the Company;  
and
- (e) make good any damage that is wilfully or negligently caused by the Supplier or any Supplier Party to any Equipment in or on the TfL Network and/or Sites as soon as reasonably practicable.

## **22 TFL SUPPLIED RESOURCES**

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

## **23 OTHER MATERIALS, STAFF AND LABOUR**

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

## **24 TITLE**

- 24.1 Whatever title the Supplier has to materials, plant and Equipment to be incorporated into or form part of the Services shall pass to the Company upon the earlier of (i) payment for such materials, plant and Equipment or (ii) when such materials, plant and Equipment are brought within any of the Sites, without prejudice to any rights of rejection the Company may have. Title to materials, plant and Equipment referred to in (ii) passes back to the Supplier if it is removed from the Sites with the permission of the Company's Representative. Until such time as they are brought within the Sites, the Supplier shall be responsible for and insure against the loss, destruction and damage of materials, plant and Equipment to be incorporated into or form part of the Services (including while in transit) for their full replacement value, whether or not the property of the Supplier or the Company.
- 24.2 The Supplier shall label the material, plant and Equipment "Property of TfL" where title has passed to the Company prior to bringing such items within the Sites and shall ensure that such items are identifiable as belonging to the Company. The Supplier shall not

mortgage, pledge or create a security interest in the material, plant or Equipment in favour of any third party.

- 24.3 The Supplier has no title to an object of value or of historical or other interest within the Site. The Supplier shall notify the Company's Representative when such an object is found and the Company's Representative shall instruct the Supplier how to deal with it. The Supplier shall not move the object without instructions.

## **25 ASSET MANAGEMENT SYSTEM**

- 25.1 The Supplier shall use the Asset Management System in accordance with the terms set out in the Specification which include without limitation obligations to use the Asset Management System to record all Services undertaken by the Supplier on the Sites and all Equipment and Asset information.
- 25.2 The Supplier shall ensure that all Supplier Personnel attend any training by the Company in relation to the Asset Management System and follow the methods and processes required by the Company, as may be more particularly described in the Specification or notified to the Supplier from time to time.
- 25.3 The Supplier shall perform its obligations under this Clause 25 so as not to put the Company in breach of any of its obligations under any Third Party Licence and shall comply with the terms of any Third Party Licence as if it were a party to the Third Party Licence.
- 25.4 The Supplier acknowledges that the Company shall not have any liability to the Supplier in respect of any inaccuracy, error or omission contained in, or any unavailability of, the Asset Management System, and the Supplier shall not be relieved from its obligations under this Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, errors or omissions.

## **PART 8: ENVIRONMENT, HEALTH AND SAFETY**

### **26 SAFETY**

- 26.1 The Supplier is required to comply with its obligations under Schedule 16 (*Health, Safety, Quality and Environmental Requirements*) of the Contract.
- 26.2 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.

- 26.3 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):
- (a) QUENSH (as amended from time to time); and
  - (b) the Company's drug and alcohol principles (as amended from time to time).
- 26.4 Section 14.1.1 (*Alcohol and drugs*) of QUENSH (as set out in Appendix 2 to Part A (*Health and Safety*) of Schedule 16 (*Health, Safety, Quality and Environmental Requirements*)) shall apply to this Contract as if the term "LUL Premises" means any of the Company's property where the Services are carried out and as if references to "LUL" are references to the Company.
- 26.5 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, Sub-Contractors or agents for drugs or alcohol which this Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

## **27 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015**

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



- (e) shall provide the Company with such information as the Company reasonably requires to enable the Company to satisfy itself that the Supplier is complying with the terms of this Clause 27.4.

## **PART 9: PERMITTED DELAY EVENTS**

### **28 PERMITTED DELAY EVENTS**

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

- (a) (subject to compliance by the Supplier with the requirements of Schedule 13 (*Access*)) the frustration of any access booked by the Supplier in accordance with Schedule 13 (*Access*) or the Company does not allow access to and use of a part of the Sites in accordance with the provisions of this Contract; or
- (b) a breach of this Contract by the Company (except to the extent caused by or contributed to by the Supplier or any Sub-Contractor or person for whom those parties are responsible) that is not one of the other Permitted Delay Events.

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

- (a) it believes it to be a Permitted Delay Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and
- (b) the Company's Representative has not notified the event to the Supplier,

in each case as soon as is reasonably practicable and in any event no later than five (5) Working Days after the Supplier becomes aware or ought reasonably to have become aware of the event or the likelihood of its occurrence.

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

- (a) the extent of the delay, if any;
- (b) details of the measures adopted by the Supplier to mitigate the effects of the Permitted Delay Event;
- (c) details of any other impact on the Supplier's performance under this Contract in accordance with Schedule 18 (*Performance Measurement*);

- (d) the likely effects, if any, on access requirements; and
- (e) such further information as may reasonably be required by the Company's Representative.

The Company's Representative shall be entitled to:

- (f) seek clarification in respect of the particulars provided by the Supplier; and/or
- (g) request further particulars and related information in connection with the occurrence of the Permitted Delay Event.

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

- (a) the Supplier shall not be deemed to be in breach of this Contract as a result of its failure to perform and the Company shall not be entitled to apply the provisions of Schedule 18 (*Performance Measurement*) in respect of any affected Services, to the extent that the same is attributable to the Permitted Delay Event; and
- (b) the Supplier shall be entitled to an extension of time for the performance of its affected obligations.

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

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

28.6 In the event that information is provided after the date referred to in Clauses 28.2 and/or 28.3, then the Supplier shall not be entitled to any extension of time or relief from its obligations under this Contract in respect of the period for which the relevant information is delayed.

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

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

## **PART 10: PEOPLE**

### **29 TUPE**

- 29.1 For the purposes of this Clause 29:

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

**“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 Relevant Employee (or any liability associated with a Subsequent Relevant Employee) may or does transfer under the Transfer Regulations on termination of this Contract (or part of it);

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

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

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

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

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

- 29.3 The Supplier will comply and will procure that its Sub-Contractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Expiry Date or earlier termination of this Contract and shall co-operate in good faith with the Company or such person to facilitate a smooth transition.
- 29.4 At any time during the last twelve (12) months of this Contract and/or during any period of notice terminating this Contract, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:
- (a) the names (where permitted under Data Protection Legislation) of employees (of the Supplier or its Sub-Contractors) engaged in providing the Services, their salaries and other conditions of employment, ages, length of service and any enhanced redundancy terms whether contractual or discretionary;
  - (b) the method of organisation of the employees (of the Supplier or its Sub-Contractors) engaged in providing Services and documentary evidence relating to such organisation;
  - (c) the proposals for informing and consulting with affected employees;
  - (d) details of collective agreements and union recognition agreements; and
  - (e) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of this Contract.
- 29.5 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 29.5 may be addressed. The Supplier will if required by the Company's Representative warrant that any information provided under Clause 29 is accurate, complete and not misleading, including any information supplied in relation to its Sub-Contractors.

- 29.6 The Supplier will not and will procure that its Sub-Contractors will not in the 18 months prior to the Expiry Date (or, where notice of termination is given, during any such period of notice) without the Company's written consent:
- (a) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or related to the expected Expiry Date or termination of this Contract, or
  - (b) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant Sub-Contractor's business and are not related to the Expiry Date or termination of this Contract (either because they are applied to all of the Supplier's or the relevant Sub-Contractor's employees, whether or not engaged in providing the Services or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or related to the Expiry Date or termination of this Contract.
- 29.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants, agents or Sub-Contractors in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier or its Sub-Contractors, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.
- 29.8 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:
- (a) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost

or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and

- (b) any claim by any former or existing employee of the Supplier or relevant Sub-Contractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.

In this Clause 29.8 "Relevant Claims and Liabilities" include (without limitation) those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this Clause 29.

- 29.9 The provisions of this Clause 29 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company or any Replacement Employers for any breach by the Supplier of any provision of this Clause 29 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.
- 29.10 The Supplier acknowledges and agrees that the indemnities it provides under clauses 29.7 and 29.8 shall be directly enforceable by any Replacement Employer against the Supplier.

### **30 KEY PERSONNEL**

- 30.1 The Supplier agrees to the appointment of the Key Personnel set out at Appendix 1 (*Key Personnel*) to Schedule 1 (*Contract Data*).
- 30.2 The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the performance of the 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.
- 30.3 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 twenty (20) Working 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.

- 30.4 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform their role as soon as reasonably practicable and at least within five (5) Working Days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty (20) Working Days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with their replacement to hand over to them for a period of five (5) Working Days or any shorter period agreed between the Parties.
- 30.5 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company's Representative may reasonably require. The Company's Representative shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company's Representative that a particular person should not become a member of Key Personnel.
- 30.6 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.
- 30.7 At the sole cost of the Supplier, the Supplier:
- (a) undertakes that all Supplier Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;
  - (b) shall ensure that all Supplier Personnel are in possession of valid work permits if they are non-European Community nationals; and
  - (c) shall (at its expense) provide or procure the provision of training for Supplier Personnel in respect of all aspects of its performance of the Contract and, as the Company's Representative may require, for any employees, agents and

contractors of the Company in relation to the operation or use of any Equipment supplied under the Contract, such training to include, as a minimum:

- (i) the training activities specified in Schedule 20 (*Training*);
- (ii) training as required by QUENSH and any Company Standards; and
- (iii) such other training as required by TfL Group from time to time.

30.8 Without prejudice to the Supplier's other obligations under the Contract, where training of any or all Supplier Personnel is required for the purposes of performance of the Contract, the Supplier shall not assign any Supplier Personnel to the performance of the Contract unless and until such Supplier Personnel have satisfactorily completed such training.

30.9 The Company will arrange safety training for Supplier Personnel from time to time at the expense of the Supplier. To the extent that any refresher training of any kind (at any time) is required for any Supplier Personnel, this shall be at the expense of the Supplier. For the avoidance of doubt, the Company will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any Supplier Personnel attending any training under this Clause 30.9.

### **31 LONDON LIVING WAGE**

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

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

- (a) ensure that none of its employees (whether engaged directly or as agency staff employed via an employment agency or similar) engaged in the provision of Services under this Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (b) provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;
- (c) disseminate on behalf of the Company to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Company or its nominees may reasonably require and promptly collate and return to the Company responses to such questionnaires;



- (d) co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and
  - (e) procure that any Sub-Contractor is required to comply with the provisions of this Clause 31.2 and the provisions of this Clause 31.2 are included in any Sub-Contract with a Sub-Contractor.
- 31.3 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or Sub-Contract in accordance with the operation of this Clause 31.
- 31.4 In the event that the Supplier either itself or through a Sub-Contractor is in breach of this Clause 31, the Supplier shall:
  - (a) if notification has not been made by the Company, notify the Company immediately upon becoming aware of the breach; and
  - (b) rectify the breach, or procure that the breach is rectified within 7 days of becoming aware of the breach.
- 31.5 In the event that the Supplier fails to rectify the breach as required by Clause 31.4(b), the Company shall have the right, in its absolute discretion:
  - (a) to require the Supplier to terminate the Sub-Contract or agency agreement of the party in breach; or
  - (b) to require the removal of any personnel from involvement with the Services who are not being paid the London Living Wage.
- 31.6 The Supplier shall, so far as reasonably practicable, mitigate any increase in the amount payable to its employees as a direct result of the increase in London Living Wage. The Supplier shall not be entitled to make any claims in respect of any increases in the London Living Wage.

## **32 CRIMINAL RECORD DECLARATIONS AND RIGHT TO WORK IN THE UK**

- 32.1 For the purposes of this Clause 32:

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

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

- 32.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("Declaration") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual carrying out any of the Services. The Supplier shall confirm to the Company in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he has a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has a Relevant Conviction.
- 32.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any Sub-Contractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction or who the Supplier is aware has a Relevant Conviction.
- 32.4 The Company shall have the right in accordance with the audit rights set out in Clause 13 to audit and inspect the records of the Supplier and its Sub-Contractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 32 at any time during performance of this Contract.
- 32.5 If the Supplier fails to comply with the requirements under Clauses 32.2 and/or 32.3 the Company may, without prejudice to its rights under Clause 43, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this Contract and/or Company's Sites with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 32.2) within five (5) Working Days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 32.2.
- 32.6 A Persistent Breach of Clause 32.2 and/or Clause 32.3 by the Supplier shall entitle the Company to terminate this Contract in whole or in part with immediate effect in accordance with Clause 43, as if such Persistent Breach were a Supplier Default.
- 32.7 In the event the Company becomes aware that a Relevant Individual has a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from this Contract and/or the Company's Sites with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.
- 32.8 The Supplier shall ensure that each Relevant Individual has the right to work in the UK and shall comply with its obligations under the relevant immigration legislation including

but not limited to the obligation to conduct document checks in respect of Relevant Individuals.

- 32.9 Nothing in this Clause 32 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under this Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier is not entitled to claim any extra costs or time or any relief from its obligations as a result of any actions under this Clause 32.

### **33 OFFERS OF EMPLOYMENT (NON-SOLICITATION)**

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

## **PART 11: RESPONSIBLE PROCUREMENT**

### **34 RESPONSIBLE PROCUREMENT**

- 34.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with Section 155 of the GLA Act, has directed the Company and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 34.2 The Supplier shall and shall procure that its Sub-Contractors shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.
- 34.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of works, goods and services in an ethical manner (the "**Ethical Sourcing Policy**") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy and the Supplier shall, and shall procure that all of its Sub-Contractors shall, comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 34.4 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. The Supplier shall implement the Ethical Sourcing and Modern Slavery Action Plan in accordance with Schedule 23 (*Ethical Sourcing and Modern Slavery Action Plan*) of this Contract.
- 34.5 The Supplier acknowledges and agrees that it (and its Sub-Contractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment

or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).

- 34.6 The Supplier shall not be entitled to amend the Price as a result of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).
- 34.7 The Supplier shall procure that any Sub-Contractor is required to comply with the provisions of this Clause 34 and the provisions of this Clause 34 are included in any sub-contract (of any tier).
- 34.8 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or Sub-Contract in accordance with the operation of this Clause 34.
- 34.9 The Supplier shall at all times comply with the ETI Base Code and shall at all times comply with the provisions of Schedule 17 (*Responsible Procurement*) and Schedule 19 (*Strategic Labour Needs and Training*).

## **35 COMPETEFOR**

- 35.1 Without prejudice to Clause 54, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("CompeteFor") to make available to other suppliers all appropriate opportunities, arising in connection with this Contract, to supply goods, works and/or services to the Supplier.
- 35.2 The Supplier will use all reasonable endeavours to ensure that its Sub-Contractors use CompeteFor, on a non-exclusive basis, to make available to other parties all appropriate opportunities, arising in connection with this Contract, to supply goods, works and services to such Sub-Contractors.
- 35.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with this Contract, made available to other suppliers via CompeteFor, whether by the Supplier or its Sub-Contractors, as required by Clauses 35.1 and 35.2, and will report this information on a Quarterly basis by way of email to the Company's Representative.

**PART 12: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY****36 INTELLECTUAL PROPERTY RIGHTS****36.1 Existing Contracts**

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.

**36.2 Vesting of Intellectual Property Rights created under this Contract**

All Intellectual Property Rights created wholly or mainly in connection with the performance of this Contract shall vest in the Company. The Supplier shall procure that each of its Sub-Contractors and any other third party shall assign such Intellectual Property Rights to the Company.

**36.3 Ownership of the Supplier's Intellectual Property Rights**

Without prejudice to Clause 36.2, all Intellectual Property Rights owned by the Supplier or its Sub-Contractors or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 36.2 shall remain or be vested in the Supplier, its Sub-Contractors or other third party (as the case may be).

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

The Company shall have and the Supplier hereby grants, and procures that its Sub-Contractors or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-licence such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 36.3 (with the exception of Commercial Off the Shelf Software), for the purposes of:

- (a) understanding the Services;
- (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;
- (c) extending, interfacing with, integrating with, connecting into and adjusting the Services;
- (d) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the TfL Network and/or Sites;
- (e) executing and completing the Services; and
- (f) enabling the Company to make available the TfL Network to perform its function and duties as Infrastructure Manager and Operator of the TfL Network.

**36.5 Provision of Supporting Documentation and Other Materials**

The Supplier shall:

- (a) promptly, and in any event by no later than such date as the Company's Representative 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 Sub-Contractor's or other third party's possession or control (or which ought reasonably to be in the Supplier's or Sub-Contractor's 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 36.2, 36.3 and 36.4 above; and
- (b) 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 (3) months) integrity testing of the same and provide written evidence of such testing to the Company's Representative at regular intervals and in any event upon the Company's Representative's request.

**36.6 Company's Rights of Retention**

If the Supplier has not complied with its obligations under Clause 36.5(a), 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 36.5(a).

**36.7 Company's Rights to the Software**

If the Supplier or any of its Sub-Contractors providing software for incorporation into or operation of the Services stops trading, is subject to an insolvency event equivalent to any of those events set out in the definition of Supplier Default (including their equivalent in any jurisdiction to which the Supplier or any of its Sub-Contractors 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.

**36.8 Company's Rights in relation to Other Procurement Activities**

For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 36.5 and anything in which the Intellectual Property Rights referred to in Clauses 36.2, 36.3 and 36.4 subsist for the purposes of inviting tenders or of procuring services the same as or similar to the Services for the carrying out of any activities in connection with the licence under Clause 36.4 subject

always to the Company's requirements for tenderers to treat the same in the strictest confidence.

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

- (a) 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 Sub-Contractor or sub-contractor (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 Sub-Contractor or other third party and/or a defence in relation to any action, claim or demand referred to herein on behalf of the Company.
- (b) 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 method of providing the Services as may be necessary to ensure that the use and the provision of the Services continues in spite of such claim and for the avoidance of doubt shall not be entitled to any relief in respect of its obligations to perform the Services as required by this Contract.

### **36.10 Ownership of the Company's Intellectual Property Rights**

Intellectual Property Rights in all documentation and in all other material and items supplied by the Company to the Supplier in connection with this 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.

### **36.11 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 36.12) which are required by the Supplier for the purposes of performing the Services. Such licence is granted for the duration of this Contract solely to enable the Supplier to comply with its obligations under this 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.

### **36.12 Corporate IPRs**

- (a) The Supplier shall use and shall procure that its Sub-Contractors and suppliers shall use the trade-marks, trade names and other Intellectual Property Rights as amended by the Company from time to time (the "Corporate IPRs") in compliance with any relevant Standards from time to time in force.
- (b) The Supplier shall not use and shall procure that its Sub-Contractors and suppliers shall not use the Corporate IPRs in combination with any other trade-marks, trade names and other Intellectual Property Rights without the Company's prior written consent.
- (c) On written request from the Company, the Supplier shall supply copies or details of items on or in relation to which it uses the Corporate IPRs or details of the manner in which they are used. If the Company reasonably determines that any use of the Corporate IPRs falls below the quality standards notified to the Supplier in accordance with Clause 36.11, the Company shall give the Supplier written notice of that fact and the Supplier shall correct the use so as to comply with such quality standards taking into account the Company's instructions.

## **37 CONFIDENTIALITY**

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

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

- (a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;
- (b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and
- (c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.



- 37.3 The Supplier shall ensure that all Supplier Parties perform the obligations in Clauses 37.1 and 37.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by any Supplier Parties in this regard.
- 37.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by a Supplier Party and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that Supplier Party for such breach of confidence.
- 37.5 The Supplier shall not, either alone or jointly with Others, publish any material relating to the Company, the Company's Representative, this Contract or the Services without the prior written consent of the Company.
- 37.6 The Supplier shall not, either alone or jointly with Others, make any press, television, radio or other media announcement in connection with this Contract or the Services, or any Dispute arising under or in connection with this Contract.
- 37.7 The provisions of Clauses 37.1 to 37.6 shall not apply:
- (a) to any information which is already in the public domain at the time of its disclosure other than by breach of this Contract; or
  - (b) to any information which is required to be disclosed to the extent required by any Applicable Laws, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.
- 37.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 37 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 37.

## **38 FREEDOM OF INFORMATION**

- 38.1 For the purposes of this Clause 38:

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

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

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

38.2 The Supplier acknowledges that the Company:

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

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

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

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

## **39 DATA TRANSPARENCY**

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

39.2 The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take

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

#### **40 CONTRACT PRIVACY, DATA PROTECTION AND CYBER SECURITY**

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

### **PART 13: COMPANY STEP IN, TERMINATION AND SUSPENSION**

#### **41 COMPANY STEP-IN**

- 41.1 Without limiting any other remedy, if the Supplier fails to comply with its obligations to perform the Services as required by this Contract, the Company shall be entitled to perform or procure the performance of the Services or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 41 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.
- 41.2 Without prejudice to the provisions of Clause 41.1 if the Company reasonably believes that it needs to take action in connection with the Services:
  - (a) because a serious risk exists to the health or safety of persons or property or to the environment; and/or
  - (b) to discharge a statutory duty,then the following provisions of this Clause 41 shall apply.
- 41.3 The Company shall provide notice to the Supplier in writing of the following:
  - (a) the action it wishes to take;
  - (b) the reason for such action;
  - (c) the date it wishes to commence such action;
  - (d) the time period which it believes will be necessary for such action; and

- (e) to the extent practicable, the effect on the Supplier and its obligations to provide the Services during the period such action is being taken.

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

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

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

## **42 VOLUNTARY TERMINATION BY THE COMPANY**

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

- (a) that the Company is terminating this Contract in whole or in part under this Clause 42; and
- (b) that this Contract will terminate in whole or in part on the date specified in the notice, which must be a minimum of three (3) months after the date of receipt of the notice.

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

## **43 TERMINATION ON SUPPLIER DEFAULT**

43.1 A "Supplier Default" is any of the following events:

- (a) the Supplier committing a material breach of this Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;

- (b) a Persistent Breach occurring;
- (c) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
- (d) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under this Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same or any similar or analogous procedure or step is taken in any jurisdiction, or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) a Persistent Breach of the Supplier's obligations set out in either or both of Clause 32.2 and 32.3;
- (f) a breach of the Supplier's obligations under Clauses 54 or 55;
- (g) any parent company guarantee or bond required pursuant to Clause 53 becoming invalid and/or the Supplier being in breach of Clause 53.3;
- (h) a breach by the Supplier of its obligations to take out and maintain any of the insurances required pursuant to Clause 50;
- (i) the occurrence of a conflict of interests such that the circumstances set out in Clause 76.5(b) occur;
- (j) the Company becomes entitled to terminate in accordance with the Escalation Procedure;
- (k) the Supplier has, at the date of this Contract, been in one of the situations referred to in Regulation 57(1) – 57(5) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016;
- (l) a breach of the Supplier's obligations under Schedule 21 (*Direct Vision Standard*); or

- (m) a Level 4 Non-Conformance arising pursuant to Schedule 18a (*Performance Measurement Mechanism*).
- 43.2 If a breach, that is not a Supplier Default, has continued for more than ten (10) Working Days or occurred more than three (3) times in any six (6) month period then the Company may serve a notice on the Supplier:
- (a) specifying that it is a formal warning notice;
  - (b) giving reasonable details of the breach; and
  - (c) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.
- 43.3 If, following service of a warning notice the breach specified in a warning notice given further to Clause 43.2 has continued beyond twenty (20) Working Days or recurred in three (3) or more months within the six (6) month period after the date of service, then the Company may serve another notice (a "Final Warning Notice") on the Supplier:
- (a) specifying that it is a Final Warning Notice;
  - (b) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and
  - (c) stating that if the breach continues for more than ten (10) Working Days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, such breach shall constitute a Persistent Breach and this Contract may be terminated further to Clause 43.5.
- 43.4 A warning notice may not be served in respect of any incident of breach which has previously been counted in the making of a separate warning notice.
- 43.5 If a Supplier Default has occurred and the Company wishes to terminate this Contract in whole or in part, the Company must serve a Termination Notice on the Supplier.
- 43.6 The Termination Notice must specify the type of Supplier Default which has occurred entitling the Company to terminate and whether the Company is terminating this Contract in whole or in part and if in part, the extent of the termination, and the date on which the termination shall become effective.
- 43.7 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then, without prejudice to the Company's rights pursuant to this Clause 43, the Company may require the Supplier to exclude that individual from

the Services with immediate effect and that individual may only resume the performance of the Services at the Company's absolute discretion.

#### **44 COMPENSATION ON TERMINATION**

44.1 Following a termination (in whole or in part) in accordance with Clause 42, the Supplier shall be entitled to be paid:

- (a) the Price at the date of termination of this Contract or the relevant part of it (as applicable), such value to be ascertained in accordance with this Contract as if this Contract had not been terminated, together with any amounts due to the Supplier under this Contract not included in such total value; and
- (b) the reasonable properly incurred cost of removal of the Supplier's property from the Sites in respect of which this Contract has been terminated,

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

44.2 Following a termination (in whole or in part) in accordance with Clause 43:

- (a) the Supplier shall indemnify the Company and keep the Company fully and effectively indemnified against all expense, Loss, damage and liabilities suffered or incurred by the Company associated with or arising from the termination including any additional expense incurred by the Company in continuing to provide the Services in respect of which this Contract has been terminated, from the date of termination to the Expiry Date (as may have been extended only where notice has been served pursuant to Clause 2.2) including for the avoidance of doubt the cost of finding an alternative contractor or contractors and any additional amounts charged by them for providing the Services; and
- (b) the Supplier shall be entitled to be paid the Price at the date of termination, to the extent that the provision of such Services has been terminated, less the cost to the Company of having the Services that have not been carried out completed (whether the Company has those Services delivered or not).

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

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

- (c) promptly return to the Company any Equipment, goods or documentation which are the property of the Company and of which the Supplier or any of its Sub-Contractors have possession; and
- (d) sell to the Company, at the purchase price, any materials or goods properly ordered for the Services in respect of which this Contract has been terminated (and which have not at the date of termination become the property of the Company) and on such payment in full by the Company such materials or goods shall become the property of the Company.

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

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

#### **45 ACCRUED RIGHTS AND SURVIVAL**

- 45.1 In the event that this Contract is terminated, the liability of the Company to pay the Supplier in respect of the performance of the Services shall be limited to the Price at the date of termination of this Contract or the relevant part of it (as applicable) in accordance with this Contract.
- 45.2 Save as otherwise expressly set out in this Contract or as already taken into account in the calculation of any payment of compensation on termination pursuant to this Contract, termination of this Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Contract as at the date of termination and in particular but without limitation the right to recover damages against the other Party.
- 45.3 The provisions of Clauses 13, 18.3, 29, 34, 36, 37, 38, 39, 40, 42, 45, 49, 58, 59, 60, 61, 63, 65, 69, 70, 74 and 76.1 will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

#### **46 FORCE MAJEURE**

- 46.1 No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. For the avoidance of doubt, the Company shall not be entitled to terminate this Contract



for a Supplier Default if such Supplier Default arises from a Force Majeure Event (but without prejudice to Clauses 46.5 or 46.6).

- 46.2 The Company shall be under no obligation to make any payments to the Supplier in respect of any Services affected by the Force Majeure Event and no Abatement shall apply in respect of any Services affected by the Force Majeure Event.
- 46.3 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 46.4 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 46.5 If no such terms are agreed on or before the date falling eighty (80) Working Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and twenty (120) Working Days, then, subject to Clause 46.6, either Party may terminate this Contract in respect of the affected Services by giving twenty (20) Working Days' written notice to the other Party.
- 46.6 If this Contract is terminated, in whole or in part, under Clause 46.5 no compensation shall be payable by either Party in relation to such termination.
- 46.7 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Supplier shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 46.8 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

**47 SUSPENSION**

- 47.1 Without prejudice to Clause 42, the Company shall have the right at any time to require the Supplier to suspend the provision of the Services (or any part thereof) by giving notice in writing to the Supplier.
- 47.2 In the event that this Contract is suspended in accordance with Clause 47.1, the Supplier shall:
- (a) issue to the Company an application for payment in respect of those Services provided to the Company in accordance with this Contract up until the date of such suspension; and
  - (b) not carry out any further work in connection with the provision of the Services which are the subject of the suspension until such time as the Company issues a notice lifting the suspension (a "Notice to Proceed").
- 47.3 In the event that this Contract is suspended in accordance with Clause 47.1, and such suspension continues for a period of twenty (20) Working Days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further ten (10) Working Days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.
- 47.4 In the event that the Parties are unable to agree upon the variation requested under Clause 47.3, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 65.

**48 CO-OPERATION IN DEMOBILISATION**

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

**PART 14: INDEMNITIES, LIABILITIES AND INSURANCE****49 INDEMNITY**

- 49.1 The Supplier shall be liable for, and shall at all times, indemnify the Company, including any of its employees, servants, agents, Sub-contractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after- tax basis against all Losses suffered or incurred by the Company, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group:
- (a) in respect of death or personal injury to any person;

- (b) in respect of loss of or damage to any property (including the TfL Network and Sites and any other property belonging to the Company or for which it is responsible); and
- (c) in respect of claims against the Company made by third parties (whether under contract, tort, breach of statutory duty or otherwise),

arising from or in connection with the performance or non-performance of the Supplier under this Contract, or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Party.

- 49.2 The Supplier shall not be liable under the indemnity in Clause 49.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.
- 49.3 The Supplier's indemnity under Clause 49.1 and all other indemnities under this Contract shall remain in force for the duration of this Contract and for the period of twelve (12) years after the Expiry Date or earlier termination of this Contract.
- 49.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 49.1.
- 49.5 Other than in respect of (i) the Losses described in Clause 49.1(c) above and (ii) Excepted Liabilities, neither Party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with this Contract. Each Party respectively undertakes not to sue the other Party or any member of the TfL Group in respect of Consequential Loss for which liability is excluded in this Clause 49.5.
- 49.6 The Supplier shall have no claim against the Company in respect of delay or disruption of the Services, except as expressly provided for in this Contract.

#### **49.7 Control of indemnity claims**

- (a) Subject to Clause 49.7(b), if a claim is made against a Party ("the Indemnified Party"), or the Indemnified Party becomes aware that a claim is likely to be made, by a third party which may give rise to a claim under an indemnity given by a Party ("the Indemnifying Party"):
  - (i) the Indemnified Party shall promptly notify the Indemnifying Party of the claim, giving full particulars of the claim, and consult with the Indemnifying Party in relation to the proposed actions to be taken prior to settlement or compromise of the claim;
  - (ii) each Party shall provide the other Party with such assistance and information as it reasonably requests in relation to the claim;

- (iii) the Indemnified Party shall not admit liability in respect of or settle the matter without first obtaining the Indemnifying Party's written consent; and
  - (iv) subject to applicable security and confidentiality restrictions, the Indemnified Party shall provide the Indemnifying Party with reasonable access to its premises and personnel and all relevant assets, documents and records for the purpose of investigating the matter.
- (b) The Company may elect at any time to have sole control of the defence of proceedings relating to any claim for which the Supplier has given an indemnity and all negotiations for its settlement (in which case the provisions in Clause 49.7(d) shall apply to the Company as if it were the Indemnifying Party and the Supplier were the Indemnified Party).
- (c) If the Company elects to have sole control of the defence of proceedings pursuant to Clause 49.7(b) after the Supplier has already commenced the defence of such proceedings, the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the Company, and shall provide to the Company all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.
- (d) The Indemnifying Party shall:
  - (i) assume and conduct the defence of any proceedings relating to the claim diligently using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute in which case the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim;
  - (ii) consult with the Indemnified Party and keep the Indemnified Party informed of all material matters, including formulation of any defence and counter-claims and filing of evidence from employees of the Indemnified Party;
  - (iii) not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or delayed) and do nothing which could prejudice the defence of any such claim; and
  - (iv) obtain the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed, before any settlement is made in respect of the claim.

**49.8****50 INSURANCE**

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

- (a) maintain at its own cost insurance which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made under such Act or any amendment or re-enactment thereof at a level of not less than £5,000,000 (five million pounds) per occurrence;
- (b) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £10,000,000 (ten million pounds) per occurrence;
- (c) maintain at its own cost an adequate level of professional indemnity liability insurance of not less than £2,000,000 (two million pounds) per occurrence and with an annual aggregate limit of not less than £10,000,000 (ten million pounds);
- (d) maintain at its own cost an adequate level of product liability insurance of not less than £10,000,000 (ten million pounds) per occurrence and in the annual aggregate;
- (e) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms that are customary for the relevant type of insurance in the UK insurance market and shall be maintained in force for a period not less than twelve (12) years after the completion of the Services;
- (f) ensure that any Sub-Contractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil; and
- (g) produce within five (5) Working Days of any reasonable request by the Company and in any event before the commencement of any of the Services under this

Contract satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 50.

- 50.2 The Supplier's liabilities under this Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 50.1.
- 50.3 If the Supplier fails to maintain the insurance policies as provided in this Clause 50, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

## **51 ENVIRONMENTAL CLAIMS**

- 51.1 The Supplier shall indemnify the Company against Losses and costs of Remediation in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of this Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, Sub-Contractors or agents.
- 51.2 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's Sites.
- 51.3 Where the Supplier discovers or suspects that any of the Sites have been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on the Site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.
- 51.4 In the event that the Supplier commissions an environmental assessment, the Supplier shall procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.
- 51.5 The Supplier shall provide to the Company's Representative:
- (a) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 51, the "authorisations");
  - (b) copies of any amendments to the authorisations;

- (c) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and
- (d) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

## **52 SOLE REMEDY**

52.1 Without prejudice to any entitlement of the Supplier:

- (a) to specific performance of any obligation under this Contract; or
- (b) to injunctive relief;

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

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

## **53 BONDS, WARRANTIES AND GUARANTEES**

53.1 Where stated in Schedule 1 (*Contract Data*), the Supplier shall at its own expense provide within five (5) Working Days of the Company's request:

- (a) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 8 (*Form of On Demand Performance Bond*) in favour of the Company; and/or (as applicable)
- (b) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 7 (*Form of Parent Company Guarantee*) in favour of the Company.

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

- (a) provides, in aggregate, credit protection for the Company in an amount of not less than the amount set out in Schedule 1 (*Contract Data*); and

- (b) is renewed every twelve (12) months until the Expiry Date (or date of termination if earlier) for an identical amount to that stated in Clause 53.2(a) (notwithstanding any claim or claims under any bond previously provided to the Company).
- 53.3 If at any time the existing bond or parent company guarantee cease(s) to meet the requirements of Clauses 53.1 and 53.2 then the Supplier shall replace such bond or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within five (5) Working Days.
- 53.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond or parent company guarantee supplied under Clause 53.1 completed and signed by a qualified lawyer from the country in which the Guarantor and/or parent company is resident in form and substance satisfactory to the Company.
- 53.5 The Company shall not be obliged to make any payment to the Supplier under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) and legal opinion (if applicable), each as required by this Clause 53, have been provided in a form satisfactory to the Company.
- 53.6 If required by the Company, the Supplier shall procure that the terms of any Sub- Contract require the Sub-Contractor, within five (5) Working Days of a written request by the Company to the Sub-Contractor, to enter into:
  - (a) a collateral warranty in the form set out in Schedule 9 (*Form of Collateral Warranty*) in favour of the Company and if requested by the Company, the Supplier shall require the Sub-Contractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the Sub-Contractor is resident in form and substance satisfactory to the Company; and
  - (b) a parent company guarantee in the form provided by the Company from the ultimate holding company of the Sub-Contractor in respect of any of the Sub-Contractor's obligations under any collateral warranty (including any accompanying parent company guarantee) and if such parent company guarantee is not delivered to the Company in accordance with this Clause 53.6 then without prejudice to any other rights and remedies the Company may have, fifty per cent (50%) of the Price that relates to the Services supplied by the relevant Sub-Contractor shall be retained in assessment of the amount due and shall not be payable until such guarantee has been delivered.
- 53.7 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.



**PART 15: GENERAL CONDITIONS****54 ASSIGNMENT AND SUB-CONTRACTING**

- 54.1 The Supplier shall not assign, novate or sub-contract any of its rights or obligations under this Contract or any part thereof without the prior written consent of the Company.
- 54.2 The sub-contracting of all or any part of the Services to a Sub-Contractor shall not relieve the Supplier of its obligations to perform the Services under this Contract.
- 54.3 Subject to the provisions of this Contract, the Supplier shall be responsible as against the Company for the acts and omissions of any Supplier Party as if they were the acts and omissions of the Supplier. The Supplier shall, as between itself and the Company, be responsible for the selection of and pricing by any Supplier Party.
- 54.4 The Company may novate, assign, transfer or sub-contract this Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.
- 54.5 Within five (5) Working Days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 6 (*Deed of Novation*) in favour of any person to whom this Contract is being novated.
- 54.6 Subject to the Company's prior written consent pursuant to Clause 54.1, where the Supplier subcontracts any or all of the Services, the Supplier shall include in each Sub-Contract (and procure that its Sub-Contractors include in each of their sub-contracts) payment terms substantially similar to those set out in Clause 18 and Schedule 3 (*Payment*).
- 54.7 On or before the Commencement Date the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Sub-Contractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Sub-Contractor which the Supplier subsequently involves in the Services after the Commencement Date.
- 54.8 The Company reserves the right to verify whether there are any grounds for excluding any Sub-Contractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 54.8, the Company may request that the information provided by the Supplier under Clause 54.7 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 Sub-Contractor(s). Further, the Company:

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

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

54.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination arising following the Company exercising its rights pursuant to Clause 54.8(a) or 54.8(b).

## **55 CHANGE OF CONTROL**

The Supplier shall not without the prior written consent of the Company implement any Change of Control of the Supplier.

## **56 SET-OFF**

56.1 The Company may at any time or times without notice to the Supplier, set off any liability of the Supplier against any liability of the Company to the Supplier (howsoever arising and whether such liability is present or future, liquidated or unliquidated). Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to the Company under this Contract or otherwise.

56.2 All amounts due by the Supplier to the Company under this Contract shall be paid in full without any deduction or withholding other than as required by law and the Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

## **57 COSTS**

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

## **58 SEVERANCE**

58.1 Each provision of this Contract (including each provision in each of the schedules) is severable and distinct from the others. The Parties intend that every such provision shall

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

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

## **59 PUBLICITY**

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

## **60 CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

- 60.1 The Supplier undertakes that it shall not and shall procure that its Sub-Contractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.
- 60.2 The Supplier undertakes that it shall not, and shall use reasonable endeavours to procure that its Sub-Contractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.
- 60.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 60 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.
- 60.4 Without prejudice to Clause 60.1, the Supplier shall ensure that it and any other Sub-Contractors shall:
- (a) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK;

- (c) comply with the Company's policy on fraud, theft, bribery, corruption, irregularity and waste referred to as "TfL's Fraud and Bribery Policy" as the Company may update it from time to time ("Relevant Policy");
- (d) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policy, and will enforce them where appropriate;
- (e) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier or any Sub-Contractor in connection with the performance of this Contract of which the Supplier is, or ought reasonably to be, aware;
- (f) immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract; and
- (g) on 31 March annually, certify to the Company in writing signed by an officer of the Supplier compliance with this Clause 60 by the Supplier and all Sub-Contractors. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

## **61 NO WAIVER**

- 61.1 No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 61.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of this Contract or otherwise.

## **62 MITIGATION**

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

applicable) that each Supplier Party takes all reasonable steps to mitigate and minimise such Loss and/or compensation.

### **63 ENTIRE CONTRACT**

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

### **64 OTHER CONTRACTS WITH THE COMPANY**

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

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

### **65 DISPUTE RESOLUTION**

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

### **66 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.

### **67 PARTNERSHIPS AND JOINT VENTURES**

- 67.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under this Contract are joint and several. This Contract and the liabilities of the partners under this Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the

admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under this Contract.

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

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

## **68 INDEPENDENT SUPPLIER**

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

## **69 GOVERNING LAW AND JURISDICTION**

69.1 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.

69.2 Without prejudice to Clause 65 (*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.

69.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

69.4 Subject to Clause 69.3, 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.

## **70 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

70.1 Subject to the Replacement Employer's rights under Clause 29, no person except any member of the TfL Group may enforce this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.

- 70.2 Notwithstanding those rights referred to in Clause 70.1, the Company and the Supplier may agree to vary or rescind this Contract without the consent of any third party.

## **71 FURTHER ASSURANCE**

Each Party agrees to do all further acts and things and execute and deliver all instruments as shall be necessary or expedient for the carrying out of the provisions of this Contract.

## **72 DUTY OF THE SUPPLIER TO NOTIFY OCCASION OF TAX NON-COMPLIANCE**

- 72.1 The Supplier shall send written notification of any Occasion of Tax Non-Compliance to the Company within five (5) Working Days from the date it became aware that it has committed an Occasion of Tax Non-Compliance during the performance of this Contract. The notification shall include steps being taken, if applicable, to remedy the Occasion of Tax Non-Compliance.

- 72.2 For the avoidance of doubt, the obligation in Clause 72.1 also applies to an Occasion of Tax Non-Compliance in non-UK jurisdictions. If the Occasion of Tax Non-Compliance occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the Occasion of Tax Non-Compliance and any relevant tax laws and administrative provisions so the Company can understand the nature and seriousness of the Occasion of Tax Non-Compliance.

- 72.3 Promptly upon a request by the Company, the Supplier shall supply to the Company a certificate signed by two (2) of its directors or senior officers on its behalf certifying that no Occasion of Tax Non-Compliance is continuing, or if an Occasion of Tax Non-Compliance is continuing, specifying the Occasion of Tax Non-Compliance and the steps, if applicable, taken to remedy it. This should include any mitigating factors that the Supplier considers relevant.

- 72.4 In exercising its rights or remedies under this Clause 72 or Clause 43, the Company shall:

- (a) act in a reasonable and proportionate manner taking into account, among other things:
  - (i) the gravity and duration of the Occasion of Tax Non-Compliance and any sanctions imposed by a court or tribunal; and
  - (ii) any remedial action taken by the Supplier to prevent reoccurrence of the Occasion of Tax Compliance;
- (b) seriously consider, where appropriate, action other than termination of this Contract to deal with the failure of the Supplier to comply with this Clause 72.

**73 CAPACITY**

Save as otherwise expressly provided, the obligations of the Company under this Contract are obligations of the Company in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way fetter or constrain the Company in any other capacity, nor shall the exercise by the Company of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Company to the Supplier.

**74 AMENDMENTS**

Any amendments to this Contract, other than those made in accordance with Clause 15, shall be effective only if made by agreement in writing between the Company's Representative and the Supplier's Representative, or those persons duly appointed by either Party to act on behalf of the Company's Representative and the Supplier's Representative in accordance with Clause 12.

**75 NOTICES AND SERVICE OF PROCESS**

75.1 Subject to Clause 75.2, any notice or other document given under, or in connection with, this Contract must be in English and in writing and sent by letter, electronic mail or delivered by hand to the other Party's representatives in each case to the address identified below. The notice or other document will be effective as follows:

- (a) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (b) if the notice or other document is sent by electronic mail, it shall be deemed to be given five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's electronic mail system dispatches the electronic mail provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the electronic mail was dispatched and the address it was sent to. The place of delivery of electronic mail will be deemed to be the postal address of the recipient set out in Schedule 1 (*Contract Data*); and
- (c) if the notice or other document is delivered by hand to the other Party's representative, it will be effective immediately upon delivery.

The address and electronic mail address of the Company and the Supplier are set out in Schedule 1 (*Contract Data*).

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



- 75.2 The Parties agree that proceedings arising out of or in connection with this Contract may not be served by electronic mail provided that the Company may from time to time give notices to the Supplier that such proceedings may be served by electronic mail. If the Company gives such a notice then with effect from such notice such proceedings may be served by electronic mail in accordance with Clause 75.1. The Company may from time to time rescind such a notice by further notice and, with effect from the date of such notice of rescission, proceedings arising out of or in connection with this Contract may not be served by electronic mail.

## **PART 16: TFL GROUP REQUIREMENTS**

### **76 TFL GROUP**

#### **76.1 Declaration of Ineffectiveness and Public Procurement Termination Event**

- (a) Without prejudice to the Company's right to terminate this Contract under Clause 42.1, 43, or at common law, the Company may terminate this Contract at any time in accordance with the provisions of this Clause 76.1 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 76.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 42.1 and this Clause 76.1 or the Cessation Plan, the provisions of this Clause 76.1 and the Cessation Plan shall prevail.
- (c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.
- (d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such

agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:

- (i) an orderly and efficient cessation of the Services or (at the Company's request) a transition of the Services to the Company or such other entity as the Company may specify; and
  - (ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 76.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (e) Upon agreement, or determination by the Company of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan.

Such costs shall be based on any comparable costs or charges agreed as part of this Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Contract in accordance with this Clause 76.1.

## **76.2 Crime and Disorder Act 1998**

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

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of its duties;
- (b) where appropriate, identify actions to reduce levels of crime and disorder; and
- (c) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, in its area:
  - (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 this Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its Sub-Contractors assist and co-operate, with the Company and relevant members of the TfL Group to enable the Company to satisfy its duty.

### **76.3 The Company's business**

The Supplier acknowledges that it:

- (a) has sufficient information about the Company and the Services;
- (b) is aware of the Company's processes and business;
- (c) has made all appropriate and necessary enquiries to enable it to carry out the Services in accordance with this Contract;
- (d) is aware of the purposes for which the Services are required; and
- (e) shall neither be entitled to any additional payment nor excused from any obligation or liability under this Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Services.

### **76.4 Best value**

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

### **76.5 Conflict of Interest**

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

shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate this Contract.

## **76.6 Equality and Diversity**

(a) Without limiting the generality of any other provision of this Contract, the Supplier:

- (i) shall not unlawfully discriminate;
- (ii) shall procure that its employees and agents do not unlawfully discriminate; and
- (iii) shall use reasonable endeavours to procure that its Sub-Contractors do not unlawfully discriminate when providing the Services,

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

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

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

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

(c) The Supplier shall ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

- (d) The Company's Harassment, Bullying and Discrimination Policy as updated from time to time (copies of which are available on request from the Company) requires the Company's own staff and those of its Sub-Contractors to comply fully with the Harassment, Bullying and Discrimination Policy to eradicate harassment in the workplace. The Supplier shall:
  - (i) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Harassment, Bullying and Discrimination Policy;
  - (ii) fully investigate allegations of workplace harassment in accordance with the Harassment, Bullying and Discrimination Policy; and
  - (iii) ensure that appropriate, effective action is taken where harassment is found to have occurred.
- (e) To the extent that the Company is required to assist or co-operate with TfL Group 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.
- (f) Within three (3) Working Days after the Commencement Date, 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.
- (g) In addition to this Clause 76.6, the Supplier shall comply with its obligations under Schedule 17 (*Responsible Procurement*) in respect of equality and diversity.

## 76.7 Work Related Road Risk

- (a) For the purposes of Clauses 76.7(b) to 76.7(j) (inclusive) and Schedule 21 (*Direct Vision Standard*) of this Contract, the following expressions shall have the following meanings:

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

**"Car-derived Van"** means a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

**“Category N2 HGV”** means a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

**“Category N3 HGV”** means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

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

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

**“Delivery and Servicing Vehicle”** means an HGV, a Van or a Car-derived Van;

**“Direct Vision Standard”** or **“DVS”** means Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: [www.tfl.gov.uk](http://www.tfl.gov.uk);

**“Driver”** means any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Services;

**“DVLA”** means Driver and Vehicle Licensing Agency;

**“Equivalent Scheme”** has the meaning given to it in Clause 76.7(b)(i);

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

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

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

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

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

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

“**Van**” means a vehicle with a MAM not exceeding 3,500 kilograms.

(b) Fleet Operator Recognition Scheme Accreditation

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Commencement Date:

- (i) (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
- (ii) (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.

(c) Safety Features on HGVs

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

(d) Construction Logistics and Community Safety (CLOCS)

- (i) Where applicable:
  - (A) the Supplier shall comply with the CLOCS Standard;
  - (B) the Supplier shall ensure that the conditions at all Sites and locations where:
    - 1) the Services are being delivered, or

- 2) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

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

(e) Direct Vision Standard

Where applicable:

- (i) the Supplier shall comply with Schedule 21 (*Direct Vision Standard*); and
- (ii) the Supplier shall ensure that:
  - (A) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and
  - (B) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

(f) Driver Training

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

(g) Collision Reporting

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company at any time.

(h) Self-Certification of Compliance

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 76.7(b), 76.7(c) 76.7(d), 76.7(e), 76.7(f) and 76.7(g) of this Contract (the "WRRR Self-Certification Report"). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.



(i) Obligations of the Supplier Regarding Sub-Contractors

- (i) The Supplier shall ensure that those of its Sub-Contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:
- (ii) Clauses 76.7(b), 76.7(f), 76.7(g) and 76.7(h);
- (iii) for Category N2 HGVs – Clause 76.7(c);
- (iv) for Category N3 HGVs – Clauses 76.7(c) and, where applicable, 76.7(d) and 76.7(e);

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

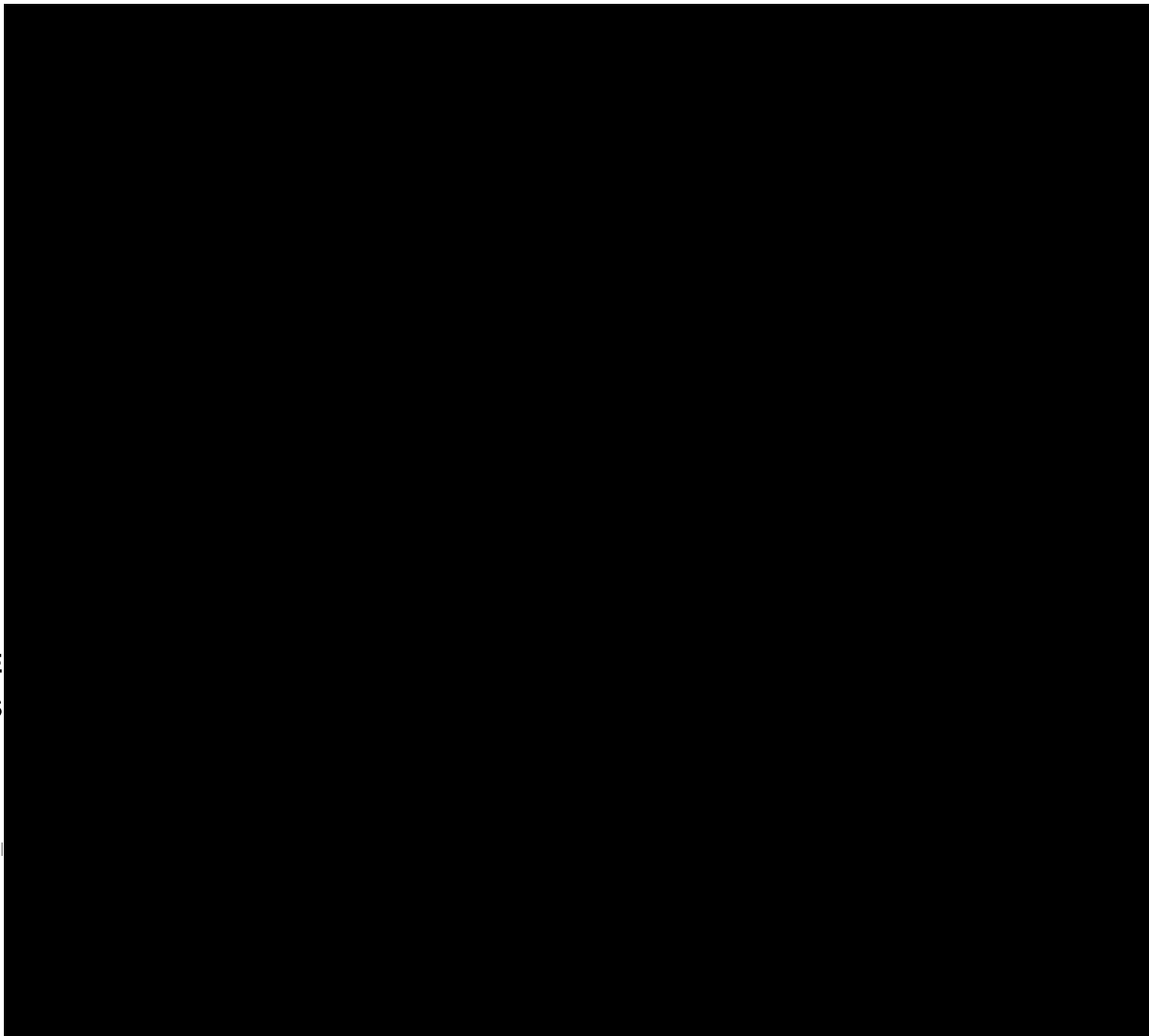
(j) Failure to Comply

Without limiting the effect of any other Clause of this Contract relating to termination, if the Supplier fails to comply with Clauses 76.7(b), 76.7(c) (where applicable), 76.7(d) (where applicable), 76.7(e) (where applicable), 76.7(f), 76.7(g), 76.7(h), 76.7(i) and/or Schedule 21 (*Direct Vision Standard*):

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

## **SIGNATURES**

IN WITNESS of which this document has been executed as a deed by the Parties and delivered as a deed on the date first written above.



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**Schedule 1****Contract Data****General**

Contract Reference Number:	TfL00925 - 1 / WS1143112088 - 1
Commencement Date:	15th February 2024
Services Commencement Date:	1 <sup>st</sup> April 2024
Expiry Date:	31 <sup>st</sup> March 2029
Notices (to Company):	Address: Transport for London 5 Endeavour Square London E20 1JN  Email: [REDACTED]
Notices (to Supplier):	Address: ABM, 3rd Floor Green Zone, 14 Pier Walk, North Greenwich, London SE10 0ES  Email: [REDACTED]
Company's Representative:	[REDACTED]  Address: Transport for London 5 Endeavour Square London E20 1JN  Email: [REDACTED]  Tel: [REDACTED]
Supplier's Representative:	[REDACTED]  Address: ABM, 3rd Floor Green Zone, 14 Pier Walk, North Greenwich, London SE10 0ES  Email: [REDACTED]  Tel: [REDACTED]
Senior Representative (Company):	[REDACTED]  Address: c/o Transport for London 5 Endeavour Square London E20 1JN

	Email: [REDACTED] Tel: [REDACTED]
Senior Representative (Supplier):	[REDACTED]  Address: ABM, 3rd Floor Green Zone, 14 Pier Walk, North Greenwich, London SE10 0ES  Email: [REDACTED] Tel: [REDACTED]
Key Personnel:	See Appendix 1 to this Schedule 1.
Interest Rate (Clause 20):	2%.
Performance Security (Clause 53):	Performance Bond:  Required as described in Clause 53.1  Parent Company Guarantee:  Required as described in Clause 53.1
The bond provides, in aggregate credit protection for the Company of an amount not less than:  NB: Any performance bond provided is renewed every twelve (12) months until the Expiry Date (or date of termination of this Contract if earlier) for an amount equal to that stated in the box opposite (notwithstanding any claim or claims under any bond previously provided to the Company).	[REDACTED]

**Appendix 1****Key Personnel**

The Key Personnel are listed in the table below:

<b>Name</b>	<b>Job Title</b>
	Managing Director- ABM UK & Ireland Lead Operational Representative
	Strategic Account Director
	Lead Commercial Management Representative
	ABM Divisional Director – Technical Solutions
	Account Director
	ABM Group QHSE Director
	IT & Systems Director
	Fleet & Insurance Manager (DVS Co- ordinator)
	ABM Head of Sustainability
	ABM Commercial Director – Technical Solutions

**Schedule 2**

**Specification**



**TRANSPORT FOR LONDON**  
**MAINTENANCE SERVICES CONTRACT – MECHANICAL**  
Services Specification

**COMMERCIAL IN CONFIDENCE**

EXECUTION VERSION

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# 1 SCOPE

## 1.1 General Scope of Services

The scope of services is for planned and reactive maintenance to Mechanical Systems.

## 1.2 Nature of the Sites in Scope

The Sites include but are not limited to:

- Stations;
- Depots;
- Trackside buildings;
- Operational accommodation;
- Offices;
- Intervention points and shafts;
- Workshops;
- Training centres;
- Stores;
- Power Sub-Stations/Transformer Rooms/HV, Traction & LV Switchrooms;
- Generating Station (part).

## 2 GENERAL REQUIREMENTS

### 2.1 Core Team

- 2.1.1 The Supplier shall provide a team of suitably qualified and experienced Supplier Personnel able to deliver a cost effective service that meets the specified quality standards (the “Core Team”). The Core Team structure including roles and responsibilities is subject to agreement by the Company.
- 2.1.2 The Supplier shall provide an adequate level of Supplier Personnel supervision at all times for all Supplier Personnel engaged in delivery of the Services.
- 2.1.3 The Supplier shall be available and contactable twenty four (24) hours per day, seven (7) days a week, every day of the year.
- 2.1.4 The Company’s contract management structure and reporting requirements are detailed in Schedule 10 (Contract Management).

### 2.2 Security Vetting

- 2.2.1 Supplier Personnel requiring access to certain parts of the Sites shall be subject to security checks including but not limited to Metropolitan Police Service and British Transport Police clearance. Types of Sites where security checks are required are indicated in the security section of Schedule 20 (Training). Supplier Personnel working in these areas shall undergo a security clearance procedure before working in these areas. Supplier Personnel without security clearance shall be escorted at all times by a member of Supplier Personnel who is security cleared and then only if the individual under supervision has a security clearance application submitted and pending. Any such supervision required will be provided at the Supplier’s cost.
- 2.2.2 The Supplier shall provide sufficient numbers of security cleared Supplier Personnel to deliver the Services without disruption.
- 2.2.3 The Supplier shall provide details of security cleared Supplier Personnel to the Company at the Services Commencement Date and shall keep full records of all clearances and rejected clearances and notify the Company of any additions, removals or changes in clearance statuses at the next Period Progress Meeting.
- 2.2.4 The Supplier shall be subject to BAA vetting and security clearance when requiring access to any premises or Equipment within airport jurisdiction.
- 2.2.5 The Supplier shall be subject to basic Disclosure Scotland checks for all personnel requiring access in a sub-station environment, Long Acre and Greenwich Power Station. The Supplier shall be responsible for making the application, together with any associated costs.



## **2.3 Security Passes**

- 2.3.1 Supplier Personnel shall wear a relevant security pass and/or Supplier pass at all times when on all Sites. Where the Company does not provide such passes to Supplier Personnel, the Supplier shall implement its own security pass arrangements that shall be approved by the Company in advance. As a minimum the Supplier provided security pass shall include the Supplier Personnel member's name, photograph and an expiry date. This requirement does not replace and is in addition to any specific Company entry permits issued as part of a training course which may be required for certain Company Sites. Company specific training requirements are more particularly defined in Section 3 (Skills and Qualifications) of this Specification.

## **2.4 Keys and Access**

- 2.4.1 When required, keys and access cards (including other methods of controlled access) shall be provided to the Supplier and the Supplier shall be responsible for the safe keeping of such keys and access cards. The Supplier shall not manufacture duplicate keys and/or access cards under any circumstances. The Supplier shall return to the Company all keys and access cards that have been issued on completion of any specific section of works for which keys and access cards have been issued.
- 2.4.2 Should the Supplier lose any key or access card provided by the Company then immediately on discovery of the loss, the Supplier shall:-
- a. notify the Company of the loss ; and
  - b. pay to the Company the cost of replacement of the key(s) or access card(s) including any associated installation work.

## **2.5 Appearance, Dress Code and Behaviour**

- 2.5.1 The Supplier shall ensure that all Supplier Personnel engaged in delivery of the Services shall be of good character, capability, appearance and behaviour. Supplier Personnel shall undertake the Services with a high level of awareness of customer service.
- 2.5.2 The Supplier shall ensure that Supplier Personnel maintain the highest standard of appearance and behaviour at all times and are professional and courteous when dealing with customers, any Company Parties and visitors.
- 2.5.3 Supplier Personnel engaged in the delivery of the Services shall comply with S1552 Contract QUENSH Conditions. The Supplier shall ensure that its operatives execute work activities on Site with minimal levels of noise and appropriate conduct, especially within or close to any residential buildings and shall note and comply with any noise abatement requirements.
- 2.5.4 Whilst on duty, Supplier Personnel shall wear an appropriate uniform and Personal Protective Equipment (PPE) for the tasks being performed, and for the location in which they are operating. The wearing of personal accessories including dangling neckwear or similar articles should also be considered and not impact on the safety of performing the tasks. All uniforms and PPE must be distinguishable from that of Company branded clothing.

2.5.5 Uniforms and/or PPE shall be clean and free from marks and soiling and shall be in good repair at all times.

## 2.6 Building Records Management

2.6.1 The Supplier shall be responsible for maintaining and updating building records, including:

- maintenance and service records;
- statutory test and inspection compliance certificates;
- inspection programmes;
- orders;
- log books;
- system files;
- waste management records; and
- documents including a site specific risk register relating to the delivery of the Services at the Sites.

2.6.2 The Supplier shall ensure that building records remain fully up-to-date at all times, are fully detailed, legible, dated and signed by the Supplier. Building records shall remain the property of the Company.

Reports and records shall be grouped by Site and then Asset. As a minimum, reports and records to be maintained and updated shall include:

- Maintenance Reports for each intervention;
- F-Gas Maintenance & Servicing (inclusive of Log);
- Gas Installation Inspections;
- Written Scheme of Examination for pressurised systems;
- Water quality, maintenance & servicing, routine hygiene flushing and temperature monitoring;
- BS7671 Electrical Installation Condition Reports of LV Electrical Systems; and
- Smoke Control & Pressurisation Systems Maintenance, Servicing and Functional testing.

2.6.3 The Supplier shall hold all records electronically unless otherwise agreed with the Company.

2.6.4 The Supplier shall ensure that building records are uploaded to, maintained and available at all times in the Company's Document Management System in accordance with the Company's document format, naming and filing requirements. The Company shall provide training and access to the Company's Document Management System to nominated Supplier Personnel.

2.6.5 All Statutory records/logs shall be held on the Company's ZetaSafe central management system. The Company shall provide the Supplier with access to the Company's login and the Supplier shall update all records within one (1) week of any relevant attendance activities on all Systems, their Components and Consumables, as identified within the relevant SFG20 Task Sheets.

- 2.6.6 Where records are updated in accordance with paragraph 2.6.1, the Supplier shall evidence all changes clearly and provide the Company with the updated records within one (1) month of the completion of works.
- 2.6.7 In the absence of records including, but not limited to, those listed at paragraph 2.6.1 above, the Supplier shall create, manage and maintain appropriate records.
- 2.6.8 The Supplier shall keep up-to-date disposal records for all Hazardous Waste.
- 2.6.9 The Supplier shall have the items referred to in paragraphs 2.6.1 to 2.6.7 above available for inspection by the Company within one (1) day of the issue of the request for inspection.
- 2.6.10 The Supplier shall transmit all data electronically to the Company as per the requirements in Appendix N (Asset Management System), unless otherwise agreed by the Company.

## **2.7 Materials and Equipment**

- 2.7.1 The Supplier shall be responsible for the supply, delivery, offloading, storage (where no storage can be provided by the Company) and testing of all materials, tools and Equipment including all safety equipment necessary to undertake the Services.
- 2.7.2 The Supplier shall determine the stock level of materials, tools and equipment including all safety equipment necessary to undertake the Services and meet the day-to-day requirements of the Sites.
- 2.7.3 The Supplier shall provide to the Company, on request, data/information on the safe use and storage of all Supplier spares, materials, tools and equipment used at the Company's Sites.
- 2.7.4 The Supplier shall ensure the most energy efficient replacement materials, Consumables, tools and equipment are selected wherever possible. Only 'Energy A+++', 'A++', 'A+' or 'A' rated appliances shall be provided as replacements for appliances.
- 2.7.5 The Supplier shall submit details of Spares, materials, tools and equipment to be used in the delivery of the Services to the Company for approval no less than four (4) weeks prior to the Services Commencement Date. Subsequent proposed changes or additions shall be submitted at each Period Progress Meeting.
- 2.7.6 In accordance with the Company's commitment to reducing its environmental impact through responsible procurement, the Company requires the use of cleaning materials and Consumables utilised in the delivery of the Services, as far as reasonably practicable, that are accredited to the European Eco-label standard (or equivalent).
- 2.7.7 Any tools, equipment, Assets or Spares which are provided by the Company for use by the Supplier, are solely for use in the delivery of the Services. Title to the tools, Equipment or Spares shall remain with the Company.
- 2.7.8 The Supplier shall ensure that all tools, equipment or Spares supplied and used in the delivery of Services are in good working order and shall carry the correct and valid certification/licence and where applicable be

used by the relevant trained operative. The Supplier shall ensure all materials, tools and equipment are uniquely identified and maintain adequate records to satisfy an audit trail.

- 2.7.9 Work tools and materials shall be inspected and maintained to ensure they remain safe and available for operational use at all times in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 2.7.10 The Supplier shall maintain a record of any items of Company's work tools or equipment issued to Supplier Personnel.
- 2.7.11 The Supplier shall only use materials and Equipment that is approved for use by the Company on the Company approved list of products and materials and complies with Company Standards where applicable, as set out in Section 6 of this Specification, and ensure that all supplied Spares meet or exceed the required Standards that are current throughout the life of the Contract, and any extension thereof. Equipment installed by the Supplier, which in the reasonable opinion of the Company does not meet these requirements, shall be removed and replaced with acceptable Equipment by the Supplier at no cost to the Company. If the Supplier is unable or unwilling to replace any unsuitable Equipment then the Company may arrange for its replacement at the Supplier's cost.
- 2.7.12 Materials used shall as far as reasonably practicable pose no hazard to health and shall not contravene any relevant regulations or statutory requirements. The labelling and handling of materials that may pose a health hazard shall be to the latest revision of the Control of Substances Hazardous to Health Regulations 2002 (COSHH Regulations).
- 2.7.13 The Supplier acknowledges and agrees that:
  - 2.7.13.1 the Supplier shall replace the Company owned Spares, as listed within Appendix V (Company Owned Spares and Materials), where such Spares have been used, within eight (8) weeks of use;
  - 2.7.13.2 where the Supplier has replaced such used Company owned Spares, the ownership of any such replacement Spares shall vest in the Company and such Spare shall be returned to the Company by the Supplier upon Contract expiry or termination;
  - 2.7.13.3 where the Company agrees that replacement of a Company owned Spare cannot be sourced or is not required then, subject to the prior written agreement of the Company, the Supplier shall replace such Spare using appropriate alternatives of reasonably equivalent value and quality; and
  - 2.7.13.4 where the Supplier fails to comply with this paragraph 2.7.13, the Company shall be entitled to deduct an amount equivalent to the cost of the Company procuring replacement Company owned Spares, from monies owed to the Supplier.
- 2.7.14 The Supplier shall, by no later than four (4) weeks after the Services Commencement Date, submit an inventory report verifying the quantity of the Company owned Spares in place for the performance of the Services. The Supplier shall maintain the report as a live, up-to-date document in an electronic format which shall be tabled for review at each

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Execution Version

Period Progress Meeting (as defined in Schedule 10 (Contract Management)).

## **2.8 On-Site Storage & Accommodation**

- 2.8.1 No office accommodation, storage, messing or vehicle parking facilities are provided at the Sites for the Supplier's use. The Supplier shall make their own arrangements in this respect and shall pay all fees and charges in connection therewith.
- 2.8.2 Storage of a small volume of Spares may be available within plant rooms at various Sites only with the agreement of the Company Representative. The Supplier must apply for and maintain in date a Storage Licence where the Company identify it to be required.
- 2.8.3 Where such facilities are unavailable, the Supplier shall make its own arrangements in this respect and shall pay all fees and charges in connection therewith.

## **2.9 Temporary Hoardings**

- 2.9.1 The Supplier shall provide temporary hoardings should they be required to deliver the Services. The Supplier shall construct temporary hoardings in accordance with the LUL - S1027 - Site Hoarding, Fencing and Barriers
- 2.9.2 The Supplier shall protect existing structures from damage during the delivery of the Services by the use of any necessary props, screens, fans, waterproof sheets, dust sheets and the like, and any damage caused shall be made good at the discretion of the Company either by the Supplier, at the Supplier's cost or by the Company, as a cost recoverable from the Supplier.

## **2.10 Utilities**

- 2.10.1 The Supplier may utilise water and electricity where available at each Site for the purposes of delivering the Services. At London Underground stations, this will include a single-phase 110 volt supply in public areas and some plant rooms. The Supplier shall provide all electrical leads from the local socket outlet to the place of work, including all necessary extension leads. All leads shall be appropriately tested and tagged in accordance with all current Engineering and British Standards. The Supplier shall use battery operated tools and materials where possible to prevent circuits being overloaded.
- 2.10.2 If power supplies are required for a period of time on a specific Service, it may be necessary to install a dedicated supply to perform the specific Service.

## **2.11 Removal and Management of Waste**

- 2.11.1 The Supplier shall be responsible for the prompt removal from the Sites of all waste or surplus material generated by the Supplier in the delivery of the Services and shall ensure its safe disposal.
- 2.11.2 The Supplier shall ensure that resources and materials, including water, are used efficiently and that waste is minimised.

- 2.11.3 Where waste is produced, the Supplier shall ensure it is:
- disposed of appropriately in separate bins (i.e. recyclable, confidential, electrical, general, hazardous);
  - segregated. Hazardous Waste must be separated from non-Hazardous Waste, liquid waste must be separated from solid waste, and recyclable waste must be separated from non-recyclable waste;
  - stored in an appropriately labelled container;
  - stored in a secure, designated area away from any drains; and
  - stored so it cannot escape into the local environment, attract pests or give off foul odour.
- 2.11.4 The Supplier shall report to the Company at the end of each Period of all waste arising in the delivery of the Services. The report shall be submitted as per the requirements defined in Schedule 16 (Health, Safety, Quality and Environmental Requirements), unless otherwise agreed by the Company.

## 2.12 Maintenance Reports

- 2.12.1 The Supplier shall generate Maintenance Reports following:
- Planned Maintenance inspection activities;
  - Planned Maintenance whereby concerns, faults or Preventative Maintenance proposals are identified; and
  - Reactive Maintenance whereby concerns or Preventative Maintenance proposals are identified.
- 2.12.2 Maintenance Reports shall include:
- related Work Order;
  - date of attendance;
  - name(s) of engineer(s) in attendance;
  - Site name;
  - building and room identifiers;
  - Equipment identifiers;
  - generic condition statement of the room and Equipment upon arrival and departure;
  - work items undertaken and the results;
  - any corrective work undertaken to resolve concerns or faults including unique identifier numbers and testing results where applicable;
  - description of any concerns or faults and actions taken;
  - details of any Preventative Maintenance proposals; and
  - photographs clearly detailing any concerns, faults or supporting Preventative Maintenance proposals.

**2.12.3 Typical Planned Maintenance inspection activities requiring Maintenance Reports:**

- Mechanical Room (Plant Room) inspections;
- Compressed Air Systems inspections;
- Comfort Cooling (DX / VRF / Chilled Water / Dry Air) Equipment inspections;
- Ventilation Non Public (supply / extract / battery / toilets / pumps etc) Equipment inspections;
- Ventilation TPAV (Staircase / Smoke Control / Public / Legacy) Equipment inspections;
- Fuel Services (Gas / Oil) Equipment inspections
- Water (Calorifiers / Booster Sets / Pumps / Showers/ Eye Wash/ Tanks / Water Heaters etc) Equipment inspections
- Heating systems (Boilers / Pressurisation units / Pump / Radiators etc) Equipment inspections
- Mechanical Control Panels Equipment inspections
- Electrical Inspection Condition Reports of LV Electrical Systems

2.12.4 Maintenance Reports shall not cover more than one Site or System type or span over one period of work order activities unless approved by the company.

2.12.5 Maintenance Reports shall be submitted as per the business process requirements defined in Section 2 of Appendix N (Asset Management System) and shall be attached to the Work Order before the Work Order is closed.

## **2.13 Additional Works**

2.13.1 The Company may require the Supplier to provide Additional Works, on a temporary and/or ad hoc basis.

2.13.2 The process for the provision of Additional Works is defined in Schedule 4 (Contract Variation Procedure and Additional Works).

2.13.3 Additional Works may include but will not be limited to Asset / System replacement

2.13.4 Where the Supplier has installed additional Equipment or replaced existing Equipment, the Supplier shall provide the Company with copies of warranty documents, O&M manuals, and test and completion certificates (that meet industry guidance as detailed within current versions of BSRIA BG79 and CIBSE Guide M). Equipment data relevant to the installation shall be provided as per the requirements defined in Appendix N (Asset Management System). The Supplier shall provide training to all relevant Company Parties on the use of the installation as applicable

2.13.5 Additional Works shall be managed using the Company's AMS and the Supplier shall comply with the AMS Supplier Processes as defined in Appendix T (AMS Supplier Processes).



## **2.14 General**

- 2.14.1 The Supplier shall carry out the temporary removal and reinstatement of suspended ceilings, vitreous enamel panels, floor trays, access covers, pits (and covers), ducting and other such items where necessary to facilitate access to all Equipment. The Supplier is responsible for the provision of all required tools, accessories and keys to facilitate this requirement.
- 2.14.2 Furniture, suspended ceilings, tiles, raised floor trays, vitreous enamel panels and other such items temporarily removed for access shall be reinstated by the Supplier at the end of the shift and any dust and dirt arising removed by vacuum cleaner (battery operated or 110 volt with a current PAT label) and the site left clean and tidy. Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like temporarily removed for access shall be referenced to ensure correct position and orientation upon reinstatement by the Supplier.
- 2.14.3 Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like removed for access shall be cleaned by the Supplier to ensure no dirty marks, finger prints or other such blemishes are apparent upon reinstatement.
- 2.14.4 Any damage caused by the Supplier or its Sub-contractors whilst carrying out the Services shall be made good at the discretion of the Company either by the Supplier, at the Supplier's cost, or by the Company as a cost recoverable from the Supplier.
- 2.14.5 Where the Services necessitate the removal and reinstatement of suspended ceiling panels (other than lay-in), suspended ceiling grid and hangers, vitreous enamel panels or other similar finishes this shall be carried out by a competent person employed by the Supplier or a specialist Sub-contractor employed by the Supplier. Minimum requirements are identified in paragraph 7.4.5.

## **2.15 Emergency Action Plan**

- 2.15.1 When required, the Company shall direct the Supplier to implement the Emergency Action Plan within Appendix M (Emergency Action Plan).
- 2.15.2 The Supplier shall support requests by the Company to provide documentation and attend meetings.

### 3 SKILLS & QUALIFICATIONS

#### 3.1 Skills and Qualifications of Supplier Personnel

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

<b>Skills Level / Qualification</b>	<b>Required for</b>
<i>Registered Gas Safe Engineers appropriately certified for the work being carried out</i>	<i>Gas installation, commissioning, servicing and safety checking</i>
<i>F-Gas and Refrigerant Handling Engineers certified to an appropriate category for the legal requirements of the work being carried out via either: C&amp;G, BESA or LCL Awards F-GAS and ODS Regulations certificate or CITB Refrigeration certificate</i>	<i>F-Gas refrigerant installation, maintenance or servicing of stationary refrigeration, air-conditioning and/or heat pump Equipment</i>
<i>As identified within UKAS RG2 Accreditation for In-Service Inspection of Pressure Systems/Equipment</i>	<i>Written Scheme of Examination, examinations, commissioning, servicing and safety checking of all Systems covered by the Pressure System Safety Regulations 2000</i>
<i>Approved Plumber (as per WRAS Approved Contractor Scheme or equivalent)</i>	<i>Hot and cold water installation, commissioning, servicing and safety checking</i>
<i>Installation &amp; Maintenance Electricians and Approved Electricians as defined by the JIB Grading Handbook</i>	<i>Low Voltage commercial and industrial Electrical installation, inspection, testing, certification and condition reporting</i>
<i>City &amp; Guilds 2377 – ‘Inspection and Testing of Electrical Equipment’ (or equivalent) to an appropriate level</i>	<i>Portable Appliance Testing</i>

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<b>Skills Level / Qualification</b>	<b>Required for</b>
<i>Informed, instructed, trained and competent person suitably assessed by the Supplier who has attended a City &amp; Guilds accredited Legionella Responsible Person training course</i>	<i>Responsible Person to take on day-to-day responsibility for managing the identification and control of risk from legionella bacteria</i>
<i>Informed, instructed, trained and competent person suitably assessed by the Supplier who has attended a City &amp; Guilds accredited Legionella Awareness training course</i>	<i>Personnel undertaking the day-to-day maintenance and inspection of Water Systems</i>
<i>UKAS accredited test house</i>	<i>The testing of samples for Legionella</i>
<i>Relevant training and certification from the manufacturer of the uninterruptible power system to be maintained – e.g. rack mtd ups</i>	<i>Maintenance and corrective actions of uninterruptible power systems.</i>
<i>Suitably trained and competent personnel to ensure the safe assessment/removal/installation.</i>	<i>All works that interface with an existing “clip-in” ceiling system</i>
<i>The Institute of Occupational Safety and Health (IOSH) - Managing Safely – Safety Management Level</i>	<i>HSE Management by Managers and Supervisors</i>
<i>The National Examination Board in Occupational Safety and Health (NEBOSH) Certificate in Occupational Health (NVQ Level 3)</i>	<i>HSE Management by Managers</i>
<p><i>DSEAR</i></p> <p><i>HSE approved Course:</i></p> <ul style="list-style-type: none"> <li>• <i>DSEAR – Gases and Liquids;</i></li> <li>• <i>Hazardous Area Classification for Gases and Liquids</i></li> </ul> <p><i>While there is some overlap between the courses, attendance on at least one of the above courses is required</i></p>	<p><i>Management of DSEAR risk</i></p> <p><i>HSE runs courses to help employers comply with the Dangerous Substances and Explosive Atmospheres Regulations (DSEAR).</i></p>
<i>Competent and experienced resource in BMS hardware and software configuration and commissioning</i>	<i>To ensure the correct and continued operation of control, process, monitoring and alarm based systems</i>

<b>Skills Level / Qualification</b>	<b>Required for</b>
<i>Competent and experienced resource in TPAV, smoke control and pressurisation ventilation hardware and software configuration and commissioning</i>	<i>To ensure the correct and continued operation of control, process, monitoring and alarm based systems</i>
<i>IFC (International Fire Consultants Ltd) Certified Installer for SDI 19 (Smoke Ventilation Systems)</i>	<i>Maintenance and corrective actions on i) Tunnel and Station Public Area Ventilation Systems used for Smoke Control and ii) Natural/Passive Smoke Control automated and driven Vents &amp; Louvres</i>

3.1.5 Both the Supplier's business and its relevant Supplier Personnel shall be registered and certified by appropriate accrediting Regulatory Bodies and Trade Associations for the following work items:

- Control of Legionella, as a minimum registration with the Legionella Control Association is required;
- Gas installation, commissioning, servicing and safety checking e.g. Gas Safe;
- F-Gas refrigerant installation, maintenance or servicing of stationary refrigeration, air-conditioning and/or heat pump Equipment;
- Low Voltage commercial and industrial Electrical installation, inspection, testing, certification and condition reporting, e.g. NICEIC, ECA, NAPIT, BSi, etc.;
- Smoke control and Pressurisation Systems - be an IFC (International Fire Consultants Ltd) Certified Installer for SDI 19 (Smoke Ventilation Systems);
  - and for associated Fire Rated Dampers - be an IFC (International Fire Consultants Ltd) Certified Installer for SDI 18 (Fire Rated Dampers);
- All works on Pressurised Systems to be undertaken by a Company listed with the relevant legislative area within the register of UK Approved Bodies, which can be found on the UKMCAB (UK Market Conformity Assessment Bodies) system: <https://www.gov.uk/uk-market-conformity-assessment-bodies>
  - compressed or liquefied gas, including air, at a pressure greater than 0.5 bar (approximately 7 psi) above atmospheric pressure;
  - pressurised hot water above 110 °C.

3.1.6 The Supplier shall provide details of the number and types of Supplier Personnel to which training will be provided to meet the skills and qualification requirements detailed in this paragraph 3.1. The Supplier's proposals will be subject to agreement and approval by the Company.

### 3.2 Company Mandatory Training of Supplier Personnel

3.2.1 In addition to the above skills and qualifications requirements, Supplier Personnel are required to undertake Company mandatory training courses as appropriate. The specific courses including the workplace areas and the Supplier Personnel types to which the training applies are more particularly defined in Schedule 20 (Training).

### 3.3 Competency Management and Training Plan

- 3.3.1 The Supplier shall prepare a contract specific training plan for each of their Supplier Personnel engaged in the delivery of the Services. This shall include for each Supplier Personnel member:
- their particular skills, competence and qualifications;
  - their particular skills, competence and qualifications mapped to the requirements as detailed in paragraph 3.1;
  - their particular qualifications mapped to the Company mandatory training requirements as detailed in paragraph 3.2;
  - where applicable, expiry dates of current qualifications, membership and training; and
  - any other vocational, statutory or compliance training deemed necessary by either the Company or the Supplier, inclusive of new industry or statutory requirements.
- 3.3.2 The Supplier shall maintain the “Training Plan” as a live, up-to-date document in an electronic format which shall be tabled for review at each Period Progress Meeting (as defined in Schedule 10 (Contract Management)).
- 3.3.3 The Supplier shall provide Supplier Personnel engaged in the delivery of the Services with adequate training in relation, but not limited, to:
- a. the tasks they have to perform;
  - b. use of all necessary tools, materials and Equipment required to deliver the Services; and
  - c. all Applicable Laws, Standards, Good Industry Practice and the requirements of the Company.
- 3.3.4 The Supplier shall evidence within the Training Plan that sufficient resources will be available with required skills, competence and qualifications to deliver maintenance to all Equipment, in all locations, in accordance with the contract for every shift.

## 4 SITES, RESTRICTIONS & HOURS OF WORK, RESOURCE

### 4.1 Sites

- 4.1.1 A complete list of Sites subject to the scope of Sections 1 to 9 of this specification is provided in Appendix A (Service Matrix). The Supplier shall deliver the Services at Sites listed in the Service Matrix. The environment in many Sites is less than ideal and may contain a high element of oily/carbonaceous particles and that the ambient temperatures may vary between -10 degrees Celsius to +50 degrees Celsius. The Supplier shall take all necessary steps required to enable the Supplier Personnel to work safely and effectively within the environment.
- 4.1.2 At Bond Street, Tottenham Court Road, Farringdon, Liverpool Street and Whitechapel stations the Systems and Equipment interfaces and boundaries with the Elizabeth Line shall be as described within Appendix X (Interface Boundaries with the Elizabeth Line Infrastructure).

### 4.2 Hours of work

- 4.2.1 The Supplier shall deliver the Services during all hours, 24 hours per day, 7 days per week, unless to do this would adversely impact the occupying personnel or the operation of the Sites particularly in relation to safety or where otherwise stated in this specification. The Supplier shall accommodate requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements.
- 4.2.2 Where access is either not possible or available during Traffic Hours (as defined in Schedule 13 (Access)), and to take the System or Asset out of service would unacceptably impact the operation or safety of the Underground Network (as defined in Schedule 13 (Access)), or Sites, the Supplier shall undertake Planned Maintenance in Engineering Hours (as defined in Schedule 13 (Access)). Typically, the following Systems or Assets would fall into this category:
- Equipment accessed via the Track (as defined in Schedule 13 (Access));
  - Equipment located close to the Track;
  - Smoke extract and control ventilation;
  - Tunnel & station ventilation;
  - Hot & cold water; and
  - Equipment, which as a result of the maintenance activity, may adversely impact the safety or operation of the Site.
- 4.2.3 The Supplier shall arrange delivery of the Planned Maintenance to ensure no consequential impact on the operational railway or Site operational service.

### **4.3 Restrictions to all Sites**

- 4.3.1 The Supplier acknowledges that the Company does not guarantee uninterrupted or exclusive possession of the Sites and that its access to some of the Sites or parts thereof may be limited in accordance with the Contract and in particular clause 21 (Access) and Schedule 13 (Access).
- 4.3.2 Some Sites are not permanently open or manned and therefore the Supplier shall be required to check and agree access arrangements with Site specific Company Personnel prior to attendance at all Sites.
- 4.3.3 The Supplier shall provide the Services in such a manner so as to cause the minimum inconvenience to the public, Company Personnel and operational staff. Non-station Sites shall be treated in a similar manner to station Sites, roads and the like with regard to obstruction by plant, materials or rubbish, delivery vehicles, mud on the roads and other such similar occurrences.
- 4.3.4 The Supplier and all Supplier Personnel shall comply with the general conditions appertaining to the respective Site for example "No Smoking", "No Radios", "No Portable CD Players", "No Portable Cassette Players", "No Swearing", "No Drugs", "No Alcohol", etc. and comply with all alarm testing and evacuation procedures as directed by Company Personnel. All mobile phones and radios to be switched off before entering a secure room.

### **4.4 Resource**

- 4.4.1 The Supplier shall provide sufficient resource to deliver the requirements of this Specification, but a minimum of four (4) resources shall apply during every shift, with each resource competent to undertake lone working Reactive Maintenance activities.
- 4.4.2 Between May and September, the minimum resource shall rise to six (6) resources during every shift, with each resource competent to undertake lone working Reactive Maintenance activities to support the summer period.
- 4.4.3 A minimum of one (1) resource competent in all TPAV, smoke control and pressurisation ventilation equipment and controls, as required pursuant to Appendix R (Company Procedure PRO468 Competence Management for TPAV ), shall be either on shift or on call at all times.
- 4.4.4 A minimum of one (1) resource competent in all commercial / domestic gas works shall be either on shift or on call at all times.
- 4.4.5 The Supplier shall maintain the Organisational Chart, as defined in Schedule 10 (Contract Management), and contained within Appendix Y (Organisational Chart) as an up-to-date live document throughout the life of the contract, which shall be tabled at each Period Progress Meeting.



## 5 DEFINITIONS

### 5.1 447 Template

- 5.1.1 A data capture template, included within Appendix S (Equipment Hierarchy Specification), used to capture all required details and data attributes relating to a new or changed Equipment record. The 447 Template is a standardised Companywide document.

### 5.2 Access

- 5.2.1 A statement, as approved by the relevant party, which permits the Supplier to visit the site of an asset to conduct maintenance activities on the asset as outlined in paragraph 4.3.1.

### 5.3 Action

- 5.3.1 An activity/set of activities required to resolve an instance where a maintenance activity has been identified as non-compliant with the QUENSH requirements stipulated as part of the Contract as a result of a QUENSH Inspection. An Action may be assigned to the executor of the maintenance activity (e.g. the Supplier) or another party (e.g. a team within the Company) depending on the nature of the QUENSH non-compliance observed.

### 5.4 Not Used

### 5.5 Adjusted Target Completion Date

- 5.5.1 The Target Completion Date set for a Reactive Maintenance Work Order or an A1 – Emergency priority Additional Works Work Order following the approval of an SLA Extension for said Work Order. This date supersedes the Original Target Completion Date for the purposes of SLA reporting.

### 5.6 AMS Champion

- 5.6.1 Has the meaning given to it in paragraph 7.6.3.2.

### 5.7 Annual Maintenance Plan

- 5.7.1 Means the annual maintenance plan to be prepared by the Supplier in accordance with paragraph 7.8.

### 5.8 Asset Condition Report

- 5.8.1 Has the meaning given to it in paragraph 7.2.1.

### 5.9 Asset Control Centre (ACC)

- 5.9.1 Has the meaning given to it in paragraph 7.7.

### 5.10 Asset Information Model

- 5.10.1 For a given IT system, this defines the data attributes recorded against a given system record type (e.g. Equipment; Work Order etc.); the values that may be entered for each of the data attributes; and whether each data attribute is mandatory or optional in terms of its population.



## **5.11 Assets**

5.11.1 An Asset is made up of multiple Consumables and Components enabling the Asset to perform a designated function and/or duty.

## **5.12 Boundary**

5.12.1 Used to denote the ownership of a region of a station within the Company network which is jointly owned by the Company and one or more other organisations.

## **5.13 Breached Fault**

5.13.1 A Reactive Maintenance Work Order that has not been closed by the Supplier within the Emergency Clearance Time or Standard Clearance Time applicable to such Reactive Maintenance Work Order.

## **5.14 British Standards**

5.14.1 Standards produced by the BSI Group and designated as the national standards body for the UK.

## **5.15 Company's Document Management System (CDMS)**

5.15.1 Digital library for the ordered storage of reference documentation.

## **5.16 Components**

5.16.1 Components are the building blocks of an Asset or System. Typical Components include but are not restricted to;

- generally – bracketry, supports, framing, fixings, associated enclosures, lids, covers, electrical circuit protective devices, indicator lamps, switches, mechanical/electrical interlocks, bushes, circuit boards
- lighting – lamps, control gear/ballasts/power supplies
- electrical distribution & wiring systems – busbars, cables, cable management/containment, cable joints, isolators, socket outlets, fused connection units, switches, contactors, surge protective devices, circuit protective devices; and
- controls – batteries, relays, timers, sensors/detectors, thermostats, internal cabling, terminals

The above items are included for guidance and as a generic term will be applicable across many Systems and to various Assets, further items are listed within Appendix B (Equipment Descriptions) but the lists are not exhaustive.

**5.17 Consumables**

5.17.1 Consumables are the day to day items, typically cleaning products, oils, greases, filters, gaskets, seals, screws, clips etc, that are used continuously to enable planned, reactive and corrective maintenance to be undertaken.

**5.18 Core Planned Maintenance**

5.18.1 The required maintenance tasks and intervals to be undertaken on particular Systems, Assets or Components. Tasks are identified on Equipment specific task sheets within Appendix I (Planned Maintenance SFG20 Task Sheets).

**5.19 Core Team**

5.19.1 Has the meaning given to it in paragraph 2.1.1.

**5.20 Critical Sites**

5.20.1 Has the meaning given to it in paragraph 9.2.1.

**5.21 Desktop Audit**

5.21.1 An inspection of the completed Work Order submitted by the Supplier with respect to the validity of the data entered as part of the Work Order captured in the Supplier System and subsequently passed to Metro-Maximo.

**5.22 Equipment**

5.22.1 A cover all descriptor for all combinations of mechanical Systems, Assets, Components, Consumables and Supporting Infrastructure.

**5.23 Equipment Register**

5.23.1 The Equipment Register shall identify Equipment located at each Site.

**5.24 Fault**

5.24.1 A defect which causes the Equipment not to be able to perform its normal function correctly or to reduce its effective rating or capacity.

**5.25 Flash Business Case**

5.25.1 A formal document which may be submitted by the Supplier as part of their proposal for an Additional Works Work Order to comply with the requirements defined in paragraph 7.12.3.

**5.26 General Planned Maintenance**

5.26.1 Has the meaning given to it in paragraph 8.1.14.

**5.27 Hazard**

5.27.1 A potential source of harm to persons and/or property as part of Planned or Reactive Maintenance activities.

**5.28 Hazardous Waste**

5.28.1 Materials or any substances it contains, that are harmful to humans or the environment.

**5.29 Incident**

5.29.1 An unplanned event which has occurred that has resulted in harm to persons and/or property.

**5.30 Info Exchange (IE2)**

5.30.1 The IT system used at TfL by the Company ACC to capture Hazards, Incidents and Near Misses.

**5.31 Inspection Work Order**

5.31.1 A special type of Work Order generated in Metro-Maximo by the Company Team to manage the Physical Audit of Planned or Reactive Maintenance conducted by the Supplier. This Work Order shall be linked in Metro-Maximo to the original Planned Maintenance or Reactive Maintenance Work Order.

**5.32 Interface**

5.32.1 A boundary between two Information Technology (IT) systems which enables data to be exchanged between said systems. The method through which the data is exchanged may be manual (e.g. extract-transform-load procedure using spreadsheets) or automated (e.g. Application Programming Interfaces; auto-generation and subsequent interpretation of emails etc.).

**5.33 Interim Measures**

5.33.1 Measures, temporary equipment or processes put in place to deliver performance at the levels required and set out in paragraph 6.5 (Equipment Performance).

**5.34 Interim Rectification**

5.34.1 A safe but non-permanent or non-compliant repair to Equipment. Where no repair is possible, Interim Measures shall be put in place to deliver performance at required level as set out in paragraph 6.5 (Equipment Performance). A Permanent Rectification is still required.

**5.35 Maintenance Matrix**

5.35.1 Has the meaning given to it in paragraph 8.2.1.

**5.36 Maintenance Report**

5.36.1 Has the meaning given to it in paragraph 2.12.

**5.37 Maintenance Route**

5.37.1 An ordered list which outlines for an asset, or a group of assets:

- The types of maintenance activities which shall be carried out as part of Planned Maintenance
- The location(s) at which the maintenance activities shall be carried out

A Maintenance Route may be associated with a Planned Maintenance Work Order to provide a logical structure against which the maintenance activities required may be planned and subsequently executed.

**5.38 Meters**

5.38.1 A quantitative value used to record the usage of Equipment or a measurement against Equipment. For example, the operational runtime (in minutes) of Equipment in operation.

**5.39 Mobile Device**

5.39.1 A portable, hand-held piece of electronic equipment which can connect to the internet. Examples include smartphones and tablet computers.

**5.40 MxLoader**

5.40.1 A Microsoft Excel based spreadsheet tool which may be used to load data from a spreadsheet directly into Metro-Maximo.

**5.41 Near Miss**

5.41.1 An Incident which has occurred that did not cause harm to persons and/or property but had the potential to do so.

**5.42 Network Rail**

5.42.1 The organisation who owns, operates, and develops the railway infrastructure for the national railway network of the United Kingdom.

**5.43 Non-Services to Site Attendance**

5.43.1 Has the meaning given to it in paragraph 8.1.6.

**5.44 Obsolescence Management Plan**

5.44.1 Has the meaning given to it in paragraph 7.15.1.

**5.45 Original Target Completion Date**

5.45.1 The Target Completion Date set for a Reactive Maintenance Work Order or an A1 – Emergency priority Additional Works Work Order prior to an SLA Extension being raised for said Work Order. Should the SLA Extension be approved, the Original Target Completion Date is superseded by the Adjusted Target Completion Date for the purposes of SLA reporting.

**5.46 Permanent Rectification**

5.46.1 permanent and compliant repair to Equipment such that it delivers performance at the levels required and set out in paragraph 6.5 (Equipment Performance). 'Permanently Rectify' shall be defined according to this definition.

**5.47 Physical Audit**

5.47.1 A physical inspection of maintenance activities completed by the Maintenance Supplier.

**5.48 Planned Maintenance**

5.48.1 Has the meaning given to it in paragraph 8.1.1.

**5.49 Planned Maintenance Schedule**

5.49.1 Means the schedule for Planned Maintenance as developed and updated by the Supplier and approved by the Company in accordance with paragraphs 8.2.3-8.2.14 (inclusive).

**5.50 Possession**

5.50.1 A statement, as approved by the relevant party, which permits the Maintenance Supplier to temporarily take ownership of the site of an Equipment /section of track which the asset exists within to conduct maintenance activities on the asset.

**5.51 Preventative Maintenance**

5.51.1 Work identified during Reactive or Planned Maintenance which is over and above that identified within the obligations of this Specification but which would, in the opinion of the Supplier, give benefit by way of prolonged service life, reduced failures, maintaining required performance and ensuring safe operation (as set out in paragraph 7.10).

**5.52 QUENSH (Quality, Environment, Safety and Health)**

5.52.1 A set of contractual requirements which the supplier must meet for any maintenance works, activities, or services supplied to the Company as planned to take place on Company property or other Company premises which may have an impact on the operation of the Company's railway network, as defined in TfL Standard S1552 Contract QUENSH Conditions. These requirements outline the behaviours, methods, and procedures the Supplier is expected to have in place to ensure a safe working environment in which the Supplier's staff adhere to health and safety regulations whilst delivering a quality service which meets the standards set by the Company.

**5.53 QUENSH Inspection**

5.53.1 An on-site review of an on-going maintenance activity as being conducted by the Supplier to check whether the Supplier is executing the maintenance activity in accordance with the QUENSH requirements specified in the Contract.

**5.54 QUENSH Work Order**

5.54.1 A type of Work Order sub-record in Metro-Maximo which is used to capture the details of a QUENSH Inspection as conducted by the Company on an on-going maintenance activity which is being executed by the Supplier. Actions may be recorded as part of the population of this Work Order and shared with the Supplier for resolution.

**5.55 Rail for London Infrastructure (RfLI)**

5.55.1 A subsidiary company within TfL that acts as the infrastructure manager for the central operating section of the Elizabeth Line.

**5.56 Railsys**

5.56.1 An IT system used by the Company to manage Access and Possession requests for both the movement of materials to access Equipment; and operational buildings within the Company's stations or railway track section.

**5.57 Not Used****5.58 Reactive Maintenance**

5.58.1 Has the meaning given to it in paragraph 9.1.1.

**5.59 Remedial Works**

5.59.1 Maintenance works required from the Supplier to remedy any unsatisfactory maintenance work, as judged by the Company.

**5.60 Remote Condition Monitoring (RCM)**

5.60.1 The tracking of the status of Equipment (i.e. its assigned parameters; health; performance etc.) without needing to be physically on-site with the Equipment. This is typically achieved through the usage of remote monitoring IT software which extracts data from the Equipment and sends said data to a central database for interpretation as part of a live condition monitoring dashboard/report.

**5.61 Replace on Failure Assets**

5.61.1 Has the meaning given to it in paragraph 7.13.1.

**5.62 Not Used****5.63 Service Level Agreement (SLA)**

5.63.1 Service Level Agreements are established within the AMS and used to monitor compliance of work delivered against the agreed service levels defined in the Contract.

**5.64 Service Matrix**

5.64.1 The Service Matrix (as set out in Appendix A) identifies the list of Sites per Delivery Unit and the element of the Services requires:

- the Core Planned Maintenance, Statutory Planned Maintenance and General Planned Maintenance requirements applicable to each Site; and
- the associated Reactive Maintenance requirement applicable to each Site.

**5.65 SFG20**

5.65.1 An industry standard for building maintenance schedules as managed by the Building Engineering Services Association (BESA) which provides guidance information on Planned Maintenance.

**5.66 SLA Extension**

5.66.1 A request to increase the time available to the Supplier for completing an assigned Work Order, thereby extending the associated SLA. This request is only to be raised in situations permitted under clauses 28 (Permitted Delay Events) and 46 (Force Majeure). SLA Extensions may only be raised against the following types of Work Order:

- Reactive Maintenance
- Additional Works of priority A1 – Emergency.

**5.67 Spares**

5.67.1 Replace on Failure Assets, Components, Consumables, Supporting Infrastructure required to be held by the Supplier in order to meet the requirements of this Contract.

**5.68 Spares List Report**

5.68.1 Has the meaning given to it in paragraph 7.14.12.

**5.69 Statutory Planned Maintenance**

5.69.1 The testing, inspection and certification of installed Equipment, in accordance with and to evidence compliance to, Statutory requirements.

**5.70 Storage Licence**

5.70.1 A permit (as granted by the appropriate Company Landlord Manager) for the Supplier to store materials, equipment, and other items at a specified location within Company premises to support Equipment maintenance. Further details are to be found in QUENSH.

**5.71 Supplier System**

5.71.1 The asset management system(s) used by the Supplier to manage the data associated with Maintenance Services within the scope of the Contract.

**5.72 Supporting Infrastructure**

5.72.1 The miscellaneous items of Equipment which provide the linkages between Assets and Components to enable Equipment to perform its designated function and/or duty. Typical examples of Supporting Infrastructure are pipes (less than 400mm diameter), ducts (less than 200mm diameter), trunking, conduit and cabling

**5.73 Systems**

5.73.1 A System is typically larger than an Asset but made up of a number of Assets working together to perform a designated function and/or duty.

**5.74 Target Completion Date**

5.74.1 The date by which a Work Order is expected to be completed. For Reactive Maintenance and A1 – Emergency priority Additional Works, this date is defined by the SLA associated with the Work Order whereby if the Work Order is not completed by this date, the maintenance is classed as being in breach of the agreed SLA.

**5.75 Training Plan**

5.75.1 Has the meaning given to it in paragraph 3.3.

**5.76 TANC**

5.76.1 Has the meaning given in paragraph 7.17.

**5.77 Work Order(s)**

5.77.1 A Work Order, including for Reactive or Planned Maintenance, shall have the meaning as defined in Appendix N (Asset Management System).

**5.78 WRAS**

5.78.1 Water Regulation Advisory Scheme.

**5.79 Zetasafe**

5.79.1 ZetaSafe is an online web portal used to manage the Company's statutory records and logs for water management.



## 6 STANDARDS & EQUIPMENT PERFORMANCE

### 6.1 General

- 6.1.1 The Supplier shall provide the Services at all times and maintain compliance with all statutory requirements, legislation, regulations and the following standards set out below.

### 6.2 TfL Standards

- 6.2.1 The Supplier shall comply with all London Underground Standards ("Company Standards") with special regard to the following as they relate to the Equipment:

- S1538 Assurance;

#### **Category 1 Engineering Standards**

- S1085 Fire Safety Performance of Materials;
- S1071 Electrical and Mechanical Services Control and Monitoring Systems;
- S1069 Low Voltage Electrical Installations;
- S1130 Management of Asbestos and Hazardous Materials;
- S1114 Working on or near Electrical Equipment;
- S1068 Mechanical Building Services, Utility Provision and Energy Management in London Underground;
- S1067 Tunnel and Public Area Ventilation LU;
- S1042 Managing Company Asset Risk: Recording of Assets and Data for Condition Reporting;
- S1642 Temporary Approved Non-Compliance (TANC);

#### **Guidance**

- G085 Code Of Practice - Fire Safety Of Materials And Fire Safety Of Specific Items And Materials Used In The Underground;
- G1158 Hot Works Permit; and

### 6.3 British Standards, Regulations & Approved Codes of Practice

- 6.3.1 The Supplier shall provide the Services in accordance with a Planned Maintenance Schedule that complies with British Standards.

### 6.4 Other Standards

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

## 6.5 Equipment Performance

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

- within statutory Regulations;
- within relevant Company Standards (as set out at paragraph 6.2.1);
- where not specifically identified within relevant Company Standards, the requirements identified within relevant British Standards; or
- where it is evidenced that the requirements within the aforementioned standards is not possible, meet the delivery requirements as originally installed.

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

6.5.2 Equipment shall at all times perform their required duty without environmental impact by way of unnecessary noise, vibration, smell, humidity, pollution or heat.

6.5.3 Once a System or Asset falls below the performance requirements identified within paragraph 6.5.1, all faults relevant to that Asset or System shall be repaired within the timescales identified in Appendix 1 (Emergency Clearance Times, Standard Clearance Times and Service Points) to Schedule 18c (Key Performance Indicators (KPIs)).

6.5.4 Irrespective of the performance requirements identified within paragraph 6.5.1, where the failure or sub-optimal performance of an Asset, Component or Consumable consequentially causes stress on other related or unrelated Systems, Assets, Components or Consumables, whether included within this Specification or not, the Supplier shall rectify the failed or sub-optimal performing Asset, Component or Consumable.

## 7 SCOPE & GENERAL PROVISIONS

### 7.1 Scope of Maintenance

- 7.1.1 The Supplier shall deliver Planned Maintenance and Reactive Maintenance in accordance with this Specification; including the necessary replacement of Consumables, Components and Supporting Infrastructure
- 7.1.2 The Systems and associated Equipment covered within this Specification include but are not limited to:
- Compressed Air Systems
  - Cooling System - Air Conditioning System (Packaged)
  - Cooling System - Air Conditioning System - Variable Refrigerant Flow (VRV/VRF/VFU)
  - Cooling System - Air conditioning systems (DX split)
  - Cooling System - Chilled Water Systems
  - Cooling System - Dry Air Cooler Systems
  - Ventilation System - Non-Public Ventilation System
  - Ventilation System - Staircase & Lift Pressurisation Fan Systems
  - Ventilation Systems - Smoke Extract Ventilation Systems (Escalator, Substations etc)
  - Tunnel & Public Area Ventilation Systems (Large, High Speed, Modern Systems)
  - Smoke Control - Tunnel & Public Area Ventilation System (NLE, JLE, Piccadilly Line Loop etc)
  - Tunnel & Public Area Ventilation Systems (legacy)
  - Potable Water Supply Systems
  - Heating Systems
  - Fuel Services - Gas Supply and Utilisation Systems
  - Fuel Services - Oil Supply, Distribution and Utilisation Systems
  - Heat Recovery System
  - Energy Capture Systems
  - Mechanical Control Systems
  - Mechanical Control Systems (including Building Energy Management Systems)
  - Electrical System
- 7.1.3 Appendix B (Equipment Descriptions) includes a more detailed description of the various Systems covered by this Specification but is not exhaustive.
- 7.1.4 The Equipment's bracketry, supports, framing and fixings back to and into the building's structure are included within the scope of this Specification.

### 7.2 General Provisions

- 7.2.1 At each visit, the Supplier shall assess and record the Equipment's condition in the condition attribute to comply with the requirements defined in Company Standard S1042 - Asset Condition Reporting, and

to meet the requirements defined in paragraph 2.4 (Asset Condition Recording and Reporting) of Appendix N (Asset Management System) and Appendix T (AMS Supplier Processes), of all the Equipment covered by this Contract which has been visited in the course of the Services ("Asset Condition Report").

7.2.2 When delivering Reactive or Planned Maintenance works the Supplier shall Permanently Rectify anything related to the Equipment that is but should not be:

- exposed;
- loose;
- unsecured;
- blocked; or
- leaking.

The Supplier shall ensure that appropriate Spares are carried to enable the efficient delivery of this requirement.

7.2.2.1 Only where a Permanent Rectification cannot be reasonably expected, an Interim Rectification shall be delivered and the Supplier shall report the outstanding work as a fault in accordance with the requirements of Appendix N (Asset Management System).

7.2.3 Specifically, for staff ventilation systems, the Supplier shall provide Site specific Flow Rates Reports containing measurements of inlet and exhaust air flow rates taken adjacent to Ventilation System fans and grilles from the Suppliers first maintenance visit. The Supplier shall deliver the Flow Rate Report within four (4) weeks of each visit and shall submit it as per the requirements defined in Appendix N (Asset Management System), unless otherwise agreed by the Company.

7.2.4 The Supplier shall:

7.2.4.1 maintain all firmware, front-end software and database software upgrades for mechanical Systems;

7.2.4.2 following any updates or upgrades, supply version controlled copies of all software and firmware to the Company and retain copies;

7.2.4.3 where copies of existing software and firmware are not available from the Company, download copies of such existing software and firmware for each Site and distribute and retain copies in accordance with paragraph 7.2.4.2;

7.2.4.4 provide the Company with a copy of a procedure for whole system upgrades, firmware updates, patches or bug fixes a minimum of four (4) weeks prior to the Services Commencement Date, which shall be agreed with and by the Company.

7.2.4.5 ensure that any modifications or upgrades to the TPAV firmware, front-end software and database software comply with the requirements in BS EN 61508.

7.2.5 The Supplier shall make available to the Company all access and control of all firmware, front-end software and database software as related to the mechanical Systems at the Sites for the duration of the Contract and

after the Contract has ended. Such access shall be made available irrespective of the manner in which the Contract comes to an end.

### **7.3 Listed Buildings and Buildings of Heritage Interest**

- 7.3.1 The Supplier shall be aware that many of the Company's Stations and buildings are statutorily listed, locally listed, within conservation areas or are of heritage interest. Refer to Appendix L (Company Heritage Map).
- 7.3.2 The Supplier shall repair, rather than replace original finishes, Equipment and Equipment replicas on listed buildings and buildings of heritage interest. Equipment replacement shall be only by prior written agreement from the Company's Representative and the replacement Equipment shall maintain the original manufacturing and design principles

### **7.4 Methods of Working**

- 7.4.1 The Supplier shall maintain all Sites and Equipment in a clean, tidy and safe condition at all times with due regard to statutory requirements and to the satisfaction of the Company.
- 7.4.2 All Supplier Personnel shall be competent to undertake the required works and to assess that the worksite and all related equipment is safe prior to and whilst undertaking the work.
- 7.4.3 All low voltage electrical works shall be undertaken or supervised by a Level 3 safe isolation electrician at all times. The Company's Safe Isolation training course and prescribed process within attachment 11.1 of Company Standard S1069 are mandatory for all low voltage electrical systems. All low voltage electrical works shall be installed and certified in accordance with and as required by BS7671.
  - 7.4.3.1 For clarity, all works included in this Specification within a designated substation/transformer room environment shall be undertaken by personnel also certified by the Company's LU Power Delivery Substation Competence course as substation competent for general maintenance.
- 7.4.4 There will be a need for fire systems isolations, and subsequent re-instatement, of equipment or apparatus in order for the Supplier to undertake Services / project works or inspections within and outside of the scope of the Contract. The Supplier shall follow Company procedure PR0630 and shall take the roles of originator and Site Person in Charge identified within the process.  
 The Company will take responsibility for managing all such isolations and may, in the case of complex isolations, request that the Supplier supports this process. Where this is the case, the Supplier shall provide a priced proposal for this work in advance of undertaking the work. The following processes shall be utilised by the Supplier:
  - S1088 Managing Changes to Stations Fire Precautions
  - PR0630, Fire Detection Isolation, Smoke to Heat Detector Substitution
- 7.4.5 The minimum requirements for service sheets for all Systems to be used by the Supplier to record inspections and/or functional tests shall

be included in Appendix Z (Minimum Requirements for Service Sheets) in accordance with the terms of that appendix.

7.4.5.1 It is required that general maintenance items that support the obligations for evidencing statutory compliance and safety will be included within the service sheets.

7.4.5.2 Templates from industry recognised bodies shall be used as a basis for the service sheets for the Equipment included within this Specification.

7.4.5.3 Required certification shall be supplied using appropriate British Standard or industry recognised bodies templates.

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

- use only suitably trained Supplier Personnel to undertake the work;
- prior to work taking place, ensure the ceiling system is examined by an experienced person who can determine if it is in a condition that will allow for tile removal and reinstallation;
- other than for immediate replacement, provide alternative temporary ceiling coverings during the works to minimise the number of times that ceiling tiles are removed and reinstalled;
- make provision for ceiling tile storage to ensure the tiles remain undamaged;
- ensure all works are undertaken in accordance with the Association of Interior Specialists Publication: Best Practice Guide - maintenance and access into suspended ceilings;
- ensure that all ceiling systems and their components are only removed by experienced persons using the appropriate blade extraction tool for that ceiling tile make;
- not reinstall any deformed or damaged ceiling tile;
- pay particular attention to the tile return flanges, pips and stops.
- prior to reinstallation the existing grid shall be examined to ensure the jaws of the sprung T are touching. The tile shall not be reinstalled if they are not;
- ensure that any replacement ceiling tiles, fitted into an existing grid, are from the same manufacturer;
- record the location of any removals / reinstatements as part of the provision of associated data as per the specification provided in Appendix N (Asset Management System).

7.4.7 The Supplier shall, unless agreed otherwise by the Company, dismantle portable access towers and scaffolding required to deliver the Services at the end of each shift or working day and remove them from the Site or take them to licensed storage if the Company's Representative agrees that this is required.

- 7.4.8 The Supplier is prohibited from using water for the cleaning of electrical Equipment.
- 7.4.9 Some Equipment and locations, in particular supply/extract ductwork, are known to contain asbestos material. The Supplier shall expect to work in close proximity to, or on Equipment containing asbestos and shall undertake all work in accordance with London Underground Standard S1130 and procedure PR0436 and with reference to the [TfL Hazardous Materials Register](#). The Supplier is not responsible for the removal or disposal of asbestos materials.
- 7.4.9.1 Sample data from the TfL Hazardous Materials Register is included within Appendix U (TfL Hazardous Materials Register – Sample Data) for reference during Tender stage only. All works post the Contract Commencement Date shall reference the TfL Hazardous Materials Register directly.
- 7.4.10 Periodic audits and/or inspections shall be carried out by the Company during which the Company's Representative may assess any or all of the following:
- the Supplier's compliance with the Contract;
  - adherence to the Planned Maintenance Schedule;
  - the effectiveness of the delivery of the Services;
  - compliance with relevant technical requirements and Standards; and
  - scope for improvement of service quality and value.

Full details of the scope of the audit shall be declared a minimum of one (1) week in advance of the audit date. The Supplier shall afford access to documentation at its offices and on Site, and make available such Supplier Personnel as are deemed necessary by the Company's Representative. The technical audit and/or inspection shall be carried out approximately thirteen (13) times per year, or more or less often as considered necessary by the Company's Representative.

## **7.5 Hard Access**

- 7.5.1 Certain Equipment is located in difficult to access positions, reflecting the operating environment of the Company. As such, and where necessary, apparatus, materials and associated training and certification shall be supplied by the Supplier to relevant Supplier Personnel in order to access such Equipment.

## **7.6 The Asset Management System (AMS)**

### **7.6.1 General Use of AMS**

- 7.6.1.1 The Company operates an Asset Management System (AMS) designed to support the management of the Equipment for which it is accountable. Both the Company and the Supplier shall use the Company's AMS as the primary source of Equipment information, the assessment of Equipment condition, defending of claims and recovering costs and unless otherwise required by the

scope, the processing of Work Orders and their related payments as applicable. The Supplier shall meet the requirements for use of the Company's AMS and provision of associated data as per the specification provided in Appendix N (Asset Management System) and Appendix T (AMS Supplier Processes).

- 7.6.1.2 The Supplier shall use AMS in accordance with the latest version of the AMS Supplier Processes as defined in Appendix T (AMS Supplier Processes) and other guidance issued by the Company.
- 7.6.1.3 The Supplier shall use the latest versions of any applicable forms and templates provided by the Company.

#### **7.6.2 System and Interface Requirements**

- 7.6.2.1 The Supplier shall comply with any system requirements as may be issued by the Company from time to time.
- 7.6.2.2 The Supplier shall integrate their own system(s) to the AMS via two-way exchange of specified data between the systems. The high-level interface methodology is described at Appendix N (Asset Management System). An interface specification to include lower level details on how the two systems will connect will be provided following contract award. Data is mastered in the Company's AMS and it will be the Supplier's responsibility to ensure AMS data remains synchronised. Any changes to master data impacting on the exchange of information between the Company and the Supplier via interfaces as described in the AMS Supplier Processes in Appendix T (AMS Supplier Processes) must be updated and reflected in the Suppliers CAFM within five (5) Working Days. Any changes to the AMS Information Model will be managed under an AMS Information Model Change Request process as described in the AMS Supplier Processes.
- 7.6.2.3 The Supplier is responsible for any data mapping and translation required for the successful operation of the interface.
- 7.6.2.4 For some business processes (as shall be outlined in the latest version of the AMS Supplier Processes issued by the Company), the Company may require the Supplier to access the AMS directly.

#### **7.6.3 Mobilisation and Ongoing Operational Requirements Named Users**

- 7.6.3.1 The Supplier shall provide the Company with the names of individuals who will be AMS users and their role.
- 7.6.3.2 The Supplier shall provide, no later than one (1) week after the Commencement Date, details of suitable named individuals who will act as "AMS Champion", and their deputy for the Supplier. The responsibilities of the AMS Champion and deputy shall include but not be limited to:
  - 7.6.3.2.1 ensuring that within their organisation AMS, CDMS and the associated interfaces are used in accordance with the relevant guidance issued by the Company;
  - 7.6.3.2.2 promoting best practice in the use of AMS, CDMS and the associated interfaces within their organisation;



- 7.6.3.2.3 act as a single point of contact between their organisation and the Company or the Company's AMS and CDMS service provider;
- 7.6.3.2.4 representing their colleagues at monthly AMS and CDMS user group meetings including raising any issues;
- 7.6.3.2.5 providing internal communication to colleagues on the effective use of AMS, CDMS and the associated interfaces and on any planned changes; and
- 7.6.3.2.6 resolve issues and provide ongoing training to colleagues in the use of AMS, CDMS and the associated interfaces.
- 7.6.3.3 Any changes to the roles of AMS Champion, or deputy, will be agreed in advance with the Company who will not unreasonably withhold agreement.
- 7.6.3.4 The Supplier shall provide details of suitable named individuals who will act as the AMS Equipment Register Data Manager and a deputy, no later than one (1) week after the Commencement Date.  
The AMS Equipment Register Data Manager, and deputy, shall be responsible for the management of inventory data in AMS.
- 7.6.3.5 The AMS Equipment Register Data Manager and the deputy shall be suitably experienced in data collection and management.
- 7.6.3.6 The AMS Equipment Register Data Manager, and/or deputy, will attend meetings with the Company to review and discuss the results of data audits.
- 7.6.3.7 Any changes to the roles of AMS Equipment Register Data Manager, or deputy, will be agreed in advance with the Company who will not unreasonably withhold agreement.
- 7.6.3.8 Mobilisation:
  - 7.6.3.8.1 The Supplier must provide a fully resourced detailed plan for how it will configure its Supplier System(s) to meet the Company's requirements including the development and testing of the required interfaces to ensure the interfaces are operational for the commencement of the services.
  - 7.6.3.8.2 The Supplier must itemise the cost of these mobilisation activities.
  - 7.6.3.8.3 The Supplier must deliver the development work required to integrate its own Supplier System(s) to the AMS, as per the detailed plan provided in accordance with paragraph 7.6.3.8.1, and ensure the integrations function correctly and are defect free. Regarding testing, the Company requires the following as a minimum:
    - 7.6.3.8.3.1 a high standard of development and testing in the levels of testing that precede their own User Acceptance Testing;
    - 7.6.3.8.3.2 transparency, verifiable recording and dialogue between the Supplier and the Company to establish, refine and prove that the requirements have been met;

- 7.6.3.8.3.3 test documentation;
- 7.6.3.8.3.4 witnessing of tests, test evidence (on request);
- 7.6.3.8.3.5 iterative demonstration of development completed;
- 7.6.3.8.3.6 release notes;
- 7.6.3.8.3.7 up to date usable technical environments which are configured to be like the production environment with regards to code, data and integrations;
- 7.6.3.8.3.8 movement between technical environments to be managed in a controlled way;
- 7.6.3.8.3.9 Test completion reports at the end of each test phase (based on agreed criteria); and
- 7.6.3.8.3.10 resolution of any software defects related to the development work undertaken by the Supplier will not be chargeable to the Company.

#### **7.6.4 System and Data Management Training**

- 7.6.4.1 The Company will provide training in the use of AMS and its interfaces. The Supplier shall ensure that nominated Supplier Personnel complete this training.
- 7.6.4.2 Training in data collection and management tailored to the requirements of the scope will be provided as part of the mobilisation process. Where appropriate the Company will provide the Supplier with live exercises to demonstrate competency. The Company will audit the results and the Supplier shall ensure that any necessary improvements to its processes or procedures highlighted in the audit are fully implemented prior to the commencement of the works and/or Services.
- 7.6.4.3 It is the intention of the Company to provide additional training in the use of AMS to all AMS Champions, AMS Equipment Register Data Managers, and their respective deputies, in the form of a training event. The Supplier shall ensure that all nominated AMS users complete this training.
- 7.6.4.4 Where training is provided on TfL premises, the Supplier shall ensure that nominated Supplier Personnel are able to attend this training.
- 7.6.4.5 The Supplier shall be responsible for the ongoing delivery of any additional AMS related training to their organisation necessary for the delivery of the works and/or Services.

#### **7.6.5 IT Support**

- 7.6.5.1 The Supplier shall establish connectivity between AMS users, their own systems and the AMS application, and shall demonstrate to the Company that all necessary interfaces are fully operational at least six (6) weeks prior to the Services Commencement Date.
- 7.6.5.2 The Supplier shall provide appropriate IT support to support the successful implementation of AMS including a named single point of contact throughout the mobilisation process.

#### **7.6.6 Data Management Processes**

- 7.6.6.1 The Supplier shall provide detailed information about their data management processes to the Company for review and approval no later than eight (8) weeks prior to the Services Commencement Date.

## **7.7 The Company's Asset Control Centre (ACC)**

- 7.7.1 The Company operates an Asset Control Centre (ACC) for the tactical coordination of Equipment response and performance and handles the reporting of faults by any Company Party. Faults reported to the Supplier will be via the Company's AMS. Reactive Maintenance Work Orders to resolve faults reported shall be issued to the Supplier via the Company's AMS and for P1 and P2 Faults (as defined in Appendix 1 to Schedule 18c (Key Performance Indicators (KPIs))) the Supplier may also be notified by a telephone call to the Supplier's call centre, as per the AMS Supplier Processes - 001B Reactive Maintenance Business System Process contained in Appendix T (AMS Supplier Processes).
- 7.7.2 The Supplier shall provide a 24/7 call centre capability to respond to all faults reported by the Company. The Supplier's call centre facility shall be the contact point for the Company and must be operated at all times by suitably trained and competent Supplier Personnel, with technical competencies relevant to the delivery requirements of this Specification.
- 7.7.3 The call centre facility shall receive data from, and share data with, the Company as required.
- 7.7.4 The Company's Asset Control Centre staff shall have access at all times to Supplier Personnel, with technical competencies relevant to the delivery requirements of this Specification, in order that the Supplier's processing of faults is adequately responded to.

## 7.8 Annual Maintenance Plan (AMP)

- 7.8.1 The Supplier shall, in conjunction with the Company, prepare the Annual Maintenance Plan (AMP), as per the specification provided in Appendix N (Asset Management System) and Appendix T (AMS Supplier Processes), and submit the first Annual Maintenance Plan to the Company by no later than eight (8) weeks after the Commencement Date.
- 7.8.2 The Company's AMS shall be used to record the Annual Maintenance Plan.
- 7.8.3 The Company shall provide an Annual Maintenance Plan template and the Supplier shall submit its AMP using this template.
- 7.8.4 The Supplier shall include in the Annual Maintenance Plan the planned volumes for all the activities covered under the scope of this contract including but not limited to:
- a. forecasted Planned Maintenance requirements (including Inspections) aligned to the Planned Maintenance Schedule;
  - b. forecast of Reactive Maintenance (based on known outstanding work, historical trends and knowledge of Equipment condition). Note, the volume will be based on number of Reactive Work Orders, not on number of faults (it may take more than one Work Order to resolve a fault);
  - c. forecast of any Additional Works including known work and predicted work based on historical trends; and
  - d. commentary for each activity including any assumptions made.
- 7.8.5 The Supplier shall ensure that the AMP reflects the impact of any changes on planned volumes as a result of factors including but not limited to:
- 7.8.5.1 Equipment renewals;
  - 7.8.5.2 Equipment condition; and
  - 7.8.5.3 additional maintenance to mitigate risks.
- 7.8.6 The Supplier will review the AMP throughout the year to reflect the latest forecast of work volumes. Any potential changes will be discussed with the Company periodically and submitted as a revised AMP on a quarterly basis, using the template provided.
- 7.8.7 The Company will review progress against the AMP periodically using work completion data recorded in the AMS.
- 7.8.8 The Supplier shall identify the reason for each item appearing on the Annual Maintenance Plan and prioritise each item in terms of:-
- a. impact on health & safety;
  - b. impact on normal use of the Sites;
  - c. impact on on-going costs of maintenance;
  - d. the business resilience risks to the Company; and
  - e. any other relevant criteria e.g.
    - i. outstanding Reactive Maintenance requirements;
    - ii. proposed Equipment replacement;

- iii. other required works which do not appear on the Planned Maintenance Schedule.

#### 7.8.9 Reporting Timescales:

- 7.8.9.1 The Company will review and finalise the AMP by week two of period 13, and will be loaded into the AMS by week four of P13, as per the requirements of Appendix N (Asset Management System):
- for the forthcoming year, this will form the baseline plan for that year; and
  - for the remaining years of the contract, this will be a draft plan.
- 7.8.9.2 The Supplier shall provide a report, as a minimum to deliver the requirements identified within table 5 of Schedule 21 (Direct Vision Standard), to the Company in week one of each period in a template provided by the Company. A contract management meeting will be held in week two of each period to discuss the contents of this report and agree an action plan.
- 7.8.9.3 The Supplier shall close out all Work Orders within two (2) hours of leaving Site.

### 7.9 The Equipment Register

- 7.9.1 The Company's AMS is the primary source of information about the Equipment Register. Where there is change to Equipment in the scope of the Contract the Supplier shall update the AMS inventory with the latest information in accordance with the scope and Appendices N (Asset Management System), S (Equipment Hierarchy Specification) and T (AMS Supplier Processes).
- 7.9.2 The Equipment Register shall be maintained by the Supplier such that it contains catalogued details of all Systems, Assets and Components covered under this Contract with associated details in accordance with the requirements defined in Appendices N (Asset Management System), S (Equipment Hierarchy Specification) and T (AMS Supplier Processes).
- 7.9.3 The Supplier shall keep the Equipment Register up to date at all times throughout the Contract term.
- 7.9.4 The Supplier shall update the Equipment Register on completion of each Work Order and where a Non-Services to Site Attendance arises. There are three types of update that can be made to the Equipment Register:
- a. Additions – e.g. new Equipment created as a result of works, or to record physical Equipment that are missing from the Equipment Register;
  - b. Decommissioned – e.g. if an item of Equipment is removed from the network as a result of works; and
  - c. Modifications – e.g. changes to existing Equipment as a result of works or correcting errors or omissions in the data.
- 7.9.5 The Supplier shall update the Equipment Register in accordance with the AMS Supplier Processes whenever they carry out works or services

that affect Equipment or their attributes within forty eight (48) hours of work completion.

- 7.9.6 The Supplier shall ensure any changes made to the Equipment Register are recorded accurately within the system. The Company will carry out routine audits of the quality of the Equipment Register within AMS to ensure that it meets the Contract KPI requirements.
- 7.9.7 In-duct fire rated dampers utilised only for the purpose of maintaining compartmentation, shall not be included within the Equipment Register.

## **7.10 Preventative Maintenance Delivery**

7.10.1 During Planned Maintenance or Reactive Maintenance the Supplier may identify the potential to undertake further tasks, outside of the scope of this Specification, to Components, Consumables or Supporting Infrastructure which would, in the opinion of the Supplier, give benefit by way of prolonged service life, reduced failures, maintaining required performance and ensuring safe operation. Such tasks would fall under the Additional Works or Contract Variation Procedure and in such cases the Supplier shall:

- ensure the initial Planned Maintenance or Reactive Maintenance is completed on time in accordance with Appendix 1 to Schedule 18c (Key Performance Indicators (KPIs));
- identify the proposal within the Maintenance Report and include detail of the required tasks and clearance times for those tasks in accordance with the requirements defined in Appendix N (Asset Management System); and
- within one (1) week of the delivery of the Maintenance Report the Company will approve the proposal, reject the proposal or require changes to the tasks and/or clearance times. Once approved the Supplier shall enter the details of the approved tasks and clearance times into the Annual Maintenance Plan.

7.10.2 The Supplier shall use AMS to record the proposed Preventative Maintenance (via an interface) as per the requirements defined in Appendices N (Asset Management System) and T (AMS Supplier Processes).

7.10.3 The Supplier shall identify any areas of damage or deficiencies to any Equipment that the Supplier discovers during the course of the delivery of the Services, and the Supplier shall report the same to the Company in accordance with the requirements defined in Appendix N (Asset Management System) and T (AMS Supplier Processes).

## **7.11 Equipment Changes**

7.11.1 Where the installation of new Equipment is undertaken by the Supplier, it shall witness and document the testing and commissioning of the new Equipment and shall add such new Equipment to the Equipment Register and Planned Maintenance Schedule as per the requirements defined in Appendices N (Asset Management System), S (Equipment

Hierarchy Specification) and T (AMS Supplier Processes), within two (2) weeks of the Equipment being commissioned.

7.11.2 Where the installation of new Equipment is not undertaken by the Supplier the Supplier shall add new Equipment to the Equipment Register and Planned Maintenance Schedule as per the requirements defined in Appendices N (Asset Management System), S (Equipment Hierarchy Specification) and T (AMS Supplier Processes) within two (2) weeks of receipt of the changes being notified.

7.11.3 Upon the discovery of additional Equipment not identified in the Equipment Register, the Supplier shall provide to the Company details of the Equipment as per the requirements in Appendices N (Asset Management System), S (Equipment Hierarchy Specification) and T (AMS Supplier Processes) within forty eight (48) hours and the Supplier shall table a summary of the changes at the next Period Progress Meeting.

7.11.4 If additional Equipment or a change to Equipment is identified as a result of Preventative or Reactive Maintenance being undertaken, the Supplier shall provide the Company with details of the change as per the requirements in Appendices N (Asset Management System), S (Equipment Hierarchy Specification) and T (AMS Supplier Processes), within forty eight (48) hours of Reactive or Preventative Maintenance attendance, and the Supplier shall table a summary of the changes at the next Period Progress Meeting.

7.11.5 The Supplier shall maintain all new and additional Equipment that is installed at the Sites after the Services Commencement Date, whether such installation was carried out by the Supplier or the Company and whether it occurred pursuant to an Additional Works Notice or otherwise.

## **7.12 System or Asset Replacement**

7.12.1 Except for Replace on Failure Assets identified within paragraph 7.13, the comprehensive replacement of an entire System or Asset is excluded from the scope of the Specification and may be subject to a separate instruction as Additional Works as detailed in paragraph 2.13.

7.12.2 The necessary replacement of specific Components, Consumables and Supporting Infrastructure to repair or maintain Systems or Assets is included in the scope of the Specification, along with the Supplier's Replace on Failure Asset obligations as detailed in paragraph 7.13.

7.12.3 The Supplier shall identify opportunities for System and Asset replacement at any point throughout the Contract and supply appropriate information, photographs and data to the Company to evidence why it should be considered via a business case. An example of an acceptable business case template is contained in Appendix C (Flash Business Case Template).

7.12.4 System or Asset replacement may be considered by the Company where in the view of the Company a System or Asset:

- failure has increased in likelihood to a level deemed unacceptable to the Company;

- is close to being life expired and repair costs are both significant and unlikely to prove cost effective;
- repair or replacement cost of the Components is greater than 70% of the asset replacement cost;
- has significant costs associated with access and beneficial access is available from the replacement or maintenance of adjacent Equipment;
- is deemed critical and has failed, and replacement will prove to be significantly quicker than repair; or
- is significantly unable to meet the required performance criteria.

7.12.5 Unless instructed by the Company, the Supplier shall continue to deliver Planned Maintenance and Reactive Maintenance to all Equipment in accordance with the Contract whilst the Equipment is in place.

7.12.6 A replacement Asset shall automatically take on the obligations of its original Asset under the terms of this Contract.

7.12.7 The Supplier shall hold any Asset deemed to have required replacement for a period of four (4) weeks in a designated quarantine location for inspection by the Company or the Company's appointed supplier. If this inspection identifies that the Asset is not life expired or beyond economical repair, then the Asset will be sent back to the Supplier for refurbishment under the contract cost and kept in stock as a replacement Asset.

7.12.8 Replacement of existing Assets, Consumables and Components shall be strictly on a "like for like" basis.

7.12.9 The Supplier shall not carry out replacement by parts of different manufacture, manufacturer, class, type, duty rating and/or materials, without prior approval of the Company. Should an Asset, Consumable or Component become no longer available, it shall be the Supplier's responsibility to advise the Company of this fact immediately and recommend an alternative.

7.12.10 The Supplier shall, where whole Assets require replacement, make efforts to standardise the Equipment in use across the network, with the aim of reducing the variety of Assets in use across all the Company maintained Sites.

7.12.11 Where materials installed by the Supplier do not meet these requirements, the Supplier shall, with the approval of the Company, immediately remove and replace such materials with acceptable materials at no cost to the Company. If the Supplier is unable or unwilling to replace any unsuitable materials, the Company shall arrange for their replacement at the Supplier's cost.

7.12.12 The Supplier shall complete a Company 447 Template following the replacement of any Asset and/or Component identified on the Equipment Register. Such completed form shall be submitted to the Company within forty eight (48) hours of the installation and tabled at the next Period Progress Meeting



## **7.13 Replace on Failure Assets**

7.13.1 Certain Assets are considered either not readily maintainable or of relatively low prime cost and therefore uneconomic to repair. These are considered to be “Replace on Failure Assets” and shall be replaced by the Supplier as part of its obligations under the Specification at the Supplier’s cost.

7.13.2 Replace on Failure Assets are as follows:

- Water Scale Inhibitors
- Shower Booster Pumps
- Domestic sized (sealed) Heating and Hot Water Circulating Pumps
- Through the wall fans
- Cooker Hoods with integrated fans – (filter change excepted)
- in-rack UPS supporting a BMS
- Tea Boilers
- Water Softeners
- \*Cisterniser – except for battery replacement
- \*\* Showers: Electric
- \*\* Showers: Thermostatic mixing valve (shower body)
- \*\* Water Heaters 15litres and less
- \*\* Taps – including mixer Taps and sensor controls

\* Batteries shall be repaired or replaced as required

\*\* Spouts, washers, o-rings, jumpers, outlets, hoses, shower heads and mesh filters on the above Assets shall be repaired or replaced as required with WRAS approved products.

7.13.3 Further Assets may be added to the above list without any change to the contract price by written agreement between the Company and the Supplier.

7.13.4 Save for in the case of Zip Tap type Tea Boilers, Hyco Water Heaters and Ariston Water Heaters, where the replacement product manufacturer shall be by prior agreement between the Company and the Supplier only, the Supplier shall replace all Replace on Failure Assets with a new product sourced from the same manufacturer and with the same product number. Where this is not possible a suitable replacement product shall be identified and used only by prior agreement between the Company and the Supplier.

7.13.5 The Supplier shall only repair individually identified Replace on Failure Assets by prior agreement between the Company and the Supplier.

## **7.14 Spares**

7.14.1 The Supplier shall provide and hold an adequate stock supply of fully tested Spares to support the efficient operation of the Systems and Assets and delivery of the Services.

7.14.2 The Supplier shall ensure all Spares are uniquely identified and maintain adequate records to satisfy an audit trail including when and where Spares have been used.

- 7.14.3 The Supplier's Spares stores shall be available to all planned and reactive maintenance engineers, twenty four (24) hours per day, seven (7) days per week.
- 7.14.4 Spares shall be replaced with a new product produced by the same manufacturer with the same product number. The Supplier may identify beneficial alternative products which may be used only by prior agreement of the Company. Proposed alternatives may be considered in order to help achieve superior whole life costs, enhanced performance and/or as part of the Supplier's obligations in accordance with clause 16 of the Contract.
- 7.14.5 The Supplier shall be responsible for determining and maintaining the stock levels of Spares.
- 7.14.6 The Supplier shall be responsible for the supply, delivery, offloading, storage (where no storage can be provided by the Company) and, where required, testing of all Spares and Equipment including all safety equipment necessary to undertake the Services.
- 7.14.7 The Supplier shall demonstrate to the Company on a monthly basis the stock levels of critical spares via a stock/Spares management system including but not limited to:
- proposed minimum stock/Spares levels (both central store and van stock);
  - stock/Spares replenishment procedure;
  - list of Company owned Spares;
  - service level arrangements with sub-suppliers; and
  - lead times for non-stock items.
- 7.14.8 The Company shall reserve the right to instruct the Supplier to purchase certain quantities of Spares or Assets, or their alternatives, in support of the delivery of the Services.
- 7.14.9 The Supplier shall at all times be wholly responsible for any unavailability of Spares or materials.
- 7.14.10 The Company shall reserve the right to issue certain Company owned Spares in support of the delivery of the Services. Company owned Spares form part of the TfL Supplied Resources.
- 7.14.11 The Supplier shall provide the Company with a copy of the Spares assessment, storage, stock level management and stock replenishment procedures to be followed for the duration of the contract a minimum of four (4) weeks prior to the Services Commencement Date.

7.14.12 The Supplier shall supply at each Period Progress Meeting, an updated “Spares List Report”, as per the requirements in Appendix N (Asset Management System), unless otherwise agreed by the Company, including but not limited to the following:

- list of required Spares, including:
  - purpose of the Spare – linked to Asset type and/or envisaged service
  - forecasted and actual use of the Spare.
- required minimum and current Supplier stock holding of Spares for:
  - ◆ central store;
  - ◆ geographical local stores; and
  - ◆ van stock.
- Supplier’s service level arrangements with sub-suppliers:
  - ◆ Supplier’s contracted minimum stock holding; and
  - ◆ Supplier’s contracted delivery times.
- current lead times for non-stock Spares;
- list and quantity of Company owned Spares;
- early warning of potential Spares availability concerns; and
- early warning of potential obsolescence of Spares likely to be of use within the Contract.

7.14.13 The Supplier shall provide the primary Spares List Report, as per the requirements in Appendix N (Asset Management System), four (4) weeks prior to the Services Commencement Date for review and comment by the Company.

7.14.14 The Supplier’s stock levels and locations of Spares shall be recorded on a live, up-to-date, Computer Aided Facilities Management (CAFM) system which shall be remotely accessible for viewing by the Company at all times. The CAFM system shall be updated by the Supplier on a continuous basis as Spares are issued and used.

## **7.15 Bespoke, No Longer Manufactured (obsolete) and Long Lead Spares**

7.15.1 The Supplier shall supply at each Period Progress Meeting an “Obsolescence Management Plan”, meeting the requirements of Company Standard S1043 and Appendix AA (Obsolescence Management Plan), covering bespoke, obsolete and long lead Spares as per the requirements in Appendix N (Asset Management System), including but not limited to:

- active engagement with supply chain;
- identification of items at risk; and
- bespoke, obsolete and long lead Spares management and strategy plan.

7.15.2 The Supplier shall sustain at least the minimum quantity of bespoke, obsolete and long lead Assets, Consumables and Components to ensure the Equipment is available at any time.

7.15.3 The identification of bespoke, obsolete and long lead will be the responsibility of the Supplier. This will necessitate purchasing one or more in advance to ensure Equipment is returned to service in accordance with the Contract.

## **7.16 F-Gas**

- 7.16.1 For all works within Company buildings, or Sites, involving design, installation, retrofit, operation, maintenance, repair and decommissioning of air conditioning and heat pumps using refrigerants that are classified as flammable and/or toxic gases, the Dangerous Substances and Explosive Atmospheres Regulations (DSEAR) shall apply.
- 7.16.2 For reference, the international standard ISO 817, Refrigerants — Designation and safety classification, defines the safety groups or classification of refrigerants.
- 7.16.3 The Supplier shall assess the risk of fire or explosion and toxicity by the preparation of a DSEAR risk assessment to determine the levels of risk for the introduction of the new cooling products. The DSEAR risk assessment shall identify the hazard and establish means of control depending on a number of factors such as the refrigerant charge, location and accessibility of the system, area/room size and condition (temperature/ventilation), ignition sources, and the scale of exposure by individuals in the unlikely event of a refrigerant leak.
- 7.16.4 Outputs of the DSEAR risk assessment and/or EN378 assessment shall be applied to design, installation, retrofit, operation, maintenance, repair and decommissioning as required.
- 7.16.5 The Supplier shall provide a safe system of work for maintenance activities on AC & heat pump systems as defined in 7.16.1, which includes the appropriate control measures to be implemented.
- 7.16.6 The assessment method defined in British Standard EN378 - Refrigerating systems and heat pumps — Safety and environmental requirements, shall be used to determine the likely means of control (e.g. leak detection system, integral unit control, dedicated ventilation system, etc) that may be needed to mitigate against the risks introduced.
- 7.16.7 For assistance only, guidance on carrying out DSEAR risk assessments and EN378 assessments can be found in the following documents provided by the Federation of Environmental Trade Associations (FETA): 'Guidance on risk assessments for compliance with Dangerous Substance and Explosive Atmospheres Regulations' and 'Introduction to A2L refrigerants and their use in refrigeration, air conditioning and heat pump applications' and the EU document 'Introduction to refrigeration standard EN 378'.

## **7.17 Temporary Approved Non-Compliance (TANC)**

- 7.17.1 The Supplier shall notify the Company where Equipment is non-compliant with the requirements of paragraph 6.5 (Equipment Performance).
- 7.17.2 Where applicable, the Supplier shall submit an application for a TANC to the Company in accordance with S1642 to permit the Equipment to temporarily remain in service and ensure that the Company's appropriate compliance documentation is in place.

## 8 PLANNED MAINTENANCE

### 8.1 Planned Maintenance

- 8.1.1 “Planned Maintenance” comprises activities and inspections to all Equipment, inclusive of their related Supporting Infrastructure, which are (i) identified at the Sites within the Service Matrix (Appendix A); (ii) designed to prolong service life, reduce failures, maintain required performance and ensure safe operation; and (iii) shall comprise of Core Planned Maintenance, Statutory Planned Maintenance and General Planned Maintenance; (iv) data capture as per the requirements in Appendix N (Asset Management System) of all included Equipment; and (v) data capture as per the requirements of 8.1.3 and 8.1.7.
- 8.1.2 The Supplier shall deliver Planned Maintenance to all included Equipment in accordance with this Specification.
- 8.1.3 Within twelve (12) months of the Services Commencement Date, the Supplier shall visit each Site listed within the Service Matrix (Appendix A), including each room, area and route at those Sites, whether known to have Equipment or not, and shall, for each item of Equipment at those Sites (to include all Equipment types covered by this Contract):
- 8.1.3.1 record all mandatory and required data and attributes as detailed in the 447 Template; and
- 8.1.3.2 submit those details as per the requirements defined in Appendices N (Asset Management System) and T (AMS Supplier Processes),
- and completion of the activities set out at paragraphs 8.1.3.1 and 8.1.3.2 shall constitute an “Equipment Register Data Capture” where such activities are carried out within the first twelve (12) months following the Services Commencement Date and each item of Equipment:
- (i) was not previously included in the Equipment Register; or
- (ii) was previously included in the Equipment Register but had mandatory data missing; or
- (iii) had completed mandatory data fields within its existing data entry in the Equipment Register which were found to be incorrect.
- 8.1.4 The Supplier shall ensure that at the completion of every Planned Maintenance visit, the associated System is left in its working state.
- 8.1.5 For the first twelve (12) months following the Services Commencement Date:
- 8.1.5.1 the Supplier shall deliver Planned Maintenance to all Equipment covered by this Specification, at the Sites identified within the Service Matrix (Appendix A);
- 8.1.5.2 Equipment shall be maintained under a Planned Maintenance Schedule derived from the estimated Equipment volumes identified within Appendix O (Maintenance Matrix). Planned Maintenance shall be delivered to all Equipment at each Site, irrespective of the Supplier’s derived volumes used in the Planned Maintenance Schedule for each Site.

- 8.1.5.3 the Supplier shall interpolate volumes for all associated Components and Consumables requiring Planned Maintenance from the supplied data.
- 8.1.6 Where the Supplier attends a Site in accordance with the Planned Maintenance Schedule to undertake Planned Maintenance and the Supplier is unable to carry out that Planned Maintenance solely as a result of the relevant Equipment not being present at the Site, such occurrence shall be deemed to be a “Non-Services to Site Attendance”.
- 8.1.6.1 A Work Order resulting in a Non-Services to Site Attendance occurrence shall be closed in accordance with the requirements of Appendix T (AMS Supplier Processes) and Appendix N (Asset Management System) and the requirements of 8.2.13 shall be met.
- 8.1.7 From twelve (12) months after the Services Commencement Date onwards, the Supplier shall deliver Planned Maintenance in accordance with the Planned Maintenance Schedule established from the Equipment details identified within the Equipment Register. Equipment subsequently identified and not included within the Equipment Register shall be notified to the Company as per the requirements of paragraph 7.11.
- 8.1.8 The Supplier shall deliver Planned Maintenance in accordance with the Planned Maintenance Schedule and the Contract.
- 8.1.9 In relation to all Planned Maintenance all parts of the Equipment across the Sites indicated by the Service Matrix shall be included within the scope of the Services.
- 8.1.10 The Supplier shall provide any additional Planned Maintenance required as a result of changes to the Service Matrix or Equipment Register and shall be entitled to request a variation in accordance with the Contract Variation Procedure where an increase in Planned Maintenance volume is required.
- 8.1.11 The Supplier shall use the Company’s AMS to record the Planned Maintenance in accordance with the requirements defined in Appendix N (Asset Management System).
- 8.1.12 The Supplier is required to report to the Company, as per the requirements in Appendix N (Asset Management System), any Equipment described typically within this Specification which it identifies and which is not listed within the Equipment Register.
- 8.1.13 “Core Planned Maintenance” shall be carried out in accordance with the Planned Maintenance SFG20 Task Sheets (Appendix I).
- 8.1.13.1 Equipment shall be maintained as detailed by the Company within the SFG20 Task Sheets indicated within Appendix O (Maintenance Matrix).
- 8.1.13.2 The service timings identified within SFG20 are automatically generated by the software and are not to be used in this Contract. Service timing assessments are the responsibility of the Supplier.
- 8.1.13.3 All scheduled tasks identified with each SFG20 task sheet are deemed required under this Specification, irrespective of their coloured designation.

- 8.1.13.4 Components will have specific Core Planned Maintenance SFG20 Task Sheets assigned to them and shall be maintained in accordance with those sheets.
- 8.1.14 “General Planned Maintenance” and “Statutory Planned Maintenance” shall be carried out in accordance with Appendices F (General/Other Planned Maintenance) & G (Statutory Planned Maintenance) respectively.
- 8.1.15 The Supplier shall deliver Statutory Planned Maintenance in accordance with Appendix G (Statutory Planned Maintenance), to the Systems installed at Sites indicated within the Service Matrix (Appendix A).
- 8.1.16 The Supplier shall notify the Company, as per the requirements in Appendix N (Asset Management System), of any proposed changes to activities, inspections or intervals to either System or Asset groups or specific Systems or Assets. Changes to the identified activities, inspections and intervals shall only be permitted following prior agreement by the Company.
- 8.1.17 The Supplier shall notify the Company, as per the requirements in Appendix N (Asset Management System), no less than seven (7) days in advance of any proposed changes to the dates or Sites of Planned Maintenance and shall undertake the planned maintenance on the proposed changed date only if approved in advance by the Company.
- 8.1.18 The Supplier shall adapt the Planned Maintenance Schedule to allow for any Company imposed ‘maintenance freeze’ periods whereby the maintenance of specific Equipment, Equipment types and/or specific locations is not to be undertaken.
- 8.1.19 The Supplier shall, at the completion of each Engineering Hours shift, generate and submit a report, the format, content and timing of which is to be agreed by the Company, detailing Planned Maintenance works undertaken and any issues identified within the prior twenty four (24) hours.
- 8.1.20 If during Planned Maintenance, the Supplier identifies faults where there is a risk of danger to persons and / or property, the Supplier shall make safe immediately and:
- report it as a fault in accordance with the requirements defined in Appendix N (Asset Management System); and
  - close the fault in accordance with the requirements defined in Appendix N (Asset Management System).
- 8.1.20.1 The Supplier shall use AMS to record the work (via an interface) as per the requirements defined in Appendix N (Asset Management System).
- 8.1.20.2 The Supplier shall report the work and record the fault number in the Maintenance Report .
- 8.1.20.3 The Supplier shall in addition report all safety incidents and near misses via the Company’s incident management system.
- 8.1.21 The Supplier shall identify any areas of damage or deficiencies to any Equipment that the Supplier discovers during the course of the delivery of the Services. The Supplier shall report such deficiencies or areas of

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damage as a fault in accordance with the requirements defined in  
Appendix N (Asset Management System).



## 8.2 Planned Maintenance Schedule

- 8.2.1 The Company will implement a Maintenance Matrix in accordance with Appendix O (Maintenance Matrix) in its AMS based on the detail contained in the Service Matrix (Appendix A). The Maintenance Matrix provides details of how the Planned Maintenance Schedule will be applied to the Equipment Register in order to deliver the services required and to ensure compliance with Standards. The Company will share this Maintenance Matrix with the Supplier (in the form of a report/extract from AMS) (the “Maintenance Matrix”).
- 8.2.2 The Supplier shall notify the Company if it believes there are errors in or omissions from the Maintenance Matrix.
- 8.2.3 The Supplier shall provide, at least eight (8) weeks prior to the Services Commencement Date, a Planned Maintenance Schedule in accordance with the AMS Supplier Processes defined in Appendix T (AMS Supplier Processes) using estimated Equipment quantities for each Site. The Planned Maintenance Schedule shall be generated for each Site, detailing the Statutory and specified inspection & testing regime and Planned Maintenance intervals for each System, Asset and Component inclusive of their related Supporting Infrastructure.
- 8.2.4 The Supplier shall deliver, for the first twelve (12) months following the Services Commencement Date, in alignment with the delivery of 7.2.1 of this Specification, the Supplier will deliver a rolling revision to the Planned Maintenance Schedule within one (1) month following the primary visit to each Site.
- 8.2.5 The Planned Maintenance Schedule shall identify programmed dates of Planned Maintenance visits to each System, Asset or Component to prolong service life, reduce failures, maintain required performance and ensure safe operation. The Planned Maintenance Schedule shall be ordered to maintain the required intervals following on from the relevant previous testing programmes.
- 8.2.6 The Supplier shall ensure the Planned Maintenance Schedule is optimised (e.g. via Maintenance Routes based on location, grouping activities for specific competent resources) to ensure Planned Maintenance is packaged and delivered efficiently.
- 8.2.7 The Supplier shall ensure that the Planned Maintenance Schedule is optimised to minimise common disruptive activities (e.g. System isolations) to minimise stress and potential failure to supported loads and improve the operational availability of Sites
- 8.2.8 The Supplier shall ensure that the Planned Maintenance Schedule complies with the requirements of the Maintenance Matrix to ensure the required maintenance has been associated with the appropriate Sites or Equipment.
- 8.2.9 The Company shall provide templates for all data required to support the definition of the Planned Maintenance Schedule, including acceptable values for reference data (e.g. Work Type, Sub Type)
- 8.2.10 The Supplier shall submit its Planned Maintenance Schedule using these templates.

- 8.2.11 The Company shall provide any comments or feedback on the Planned Maintenance Schedule to the Supplier within thirty (30) calendar days.
- 8.2.12 Upon approval in full of the Planned Maintenance Schedule by the Company, the Company shall establish the Planned Maintenance Schedule in its AMS system. This will be used to automatically generate Work Orders for Planned Maintenance, which shall be issued to the Supplier via an interface.
- 8.2.13 The Supplier shall review the Planned Maintenance Schedule regularly and at least periodically and advise the Company of any changes required, using the templates provided. Any changes identified to Equipment data shall be reflected within the Planned Maintenance Schedule and submitted to the Company a minimum of four (4) weeks prior to the next scheduled visit to that Equipment.
- 8.2.14 The Supplier shall deliver the requirements for the management of the Maintenance Matrix and Planned Maintenance Schedule as per the requirements in Appendices N (Asset Management System) and T (AMS Supplier Processes).

## 9 REACTIVE MAINTENANCE

### 9.1 Reactive Maintenance

9.1.1 “Reactive Maintenance” is the repairs, Permanent Rectification or replacements required to Equipment identified by the Company as:

- not working;
- not being in an acceptable state; and/or
- not meeting the requirements of paragraph 6.5 (Equipment Performance).

in order to return it to a safe, working and acceptable state, that meets the requirements identified within the Specification but in particular paragraph 6.5 (Equipment Performance) and the Services detailed in paragraph 9.3 (Attendance and interfaces with the Company’s Third Party Suppliers).

9.1.2 The Supplier shall deliver Reactive Maintenance at the Sites as indicated in the Service Matrix in accordance with the Specification, including the necessary replacement of Consumables and Components and Supporting Infrastructure

9.1.3 The Supplier shall deliver any additional Reactive Maintenance required as a result of changes to the Service Matrix or Equipment Register.

9.1.4 The Supplier shall deliver Reactive Maintenance within the scope of the Services as requested by the Company in line with the times detailed in Appendix 1 to Schedule 18c (Key Performance Indicators (KPIs)).

9.1.5 The Company shall determine the Priority Level that each Reactive Maintenance item shall be treated as, as defined within Appendix 1 to Schedule 18c (Key Performance Indicators (KPIs)).

9.1.6 The Supplier shall receive instructions to carry out Reactive Maintenance from the Company. Additionally when a defect is identified from remote monitoring at the Supplier’s control centre or from the Sites from the Supplier’s Personnel, this must be reported to the Company’s Asset Control Centre immediately and logged as a fault / Reactive Maintenance Services event, and this shall then become the instruction to attend and repair the defect.

9.1.7 The Supplier shall attend the Company’s Sites and Permanently Rectify. The Supplier shall endeavour to Permanently Rectify during a single attendance visit but if necessary the Supplier shall make more than one attendance visit to make safe or Permanently Rectify. At the end of each and every attendance visit the System shall be left in a safe condition with either an Interim Rectification or Permanent Rectification.

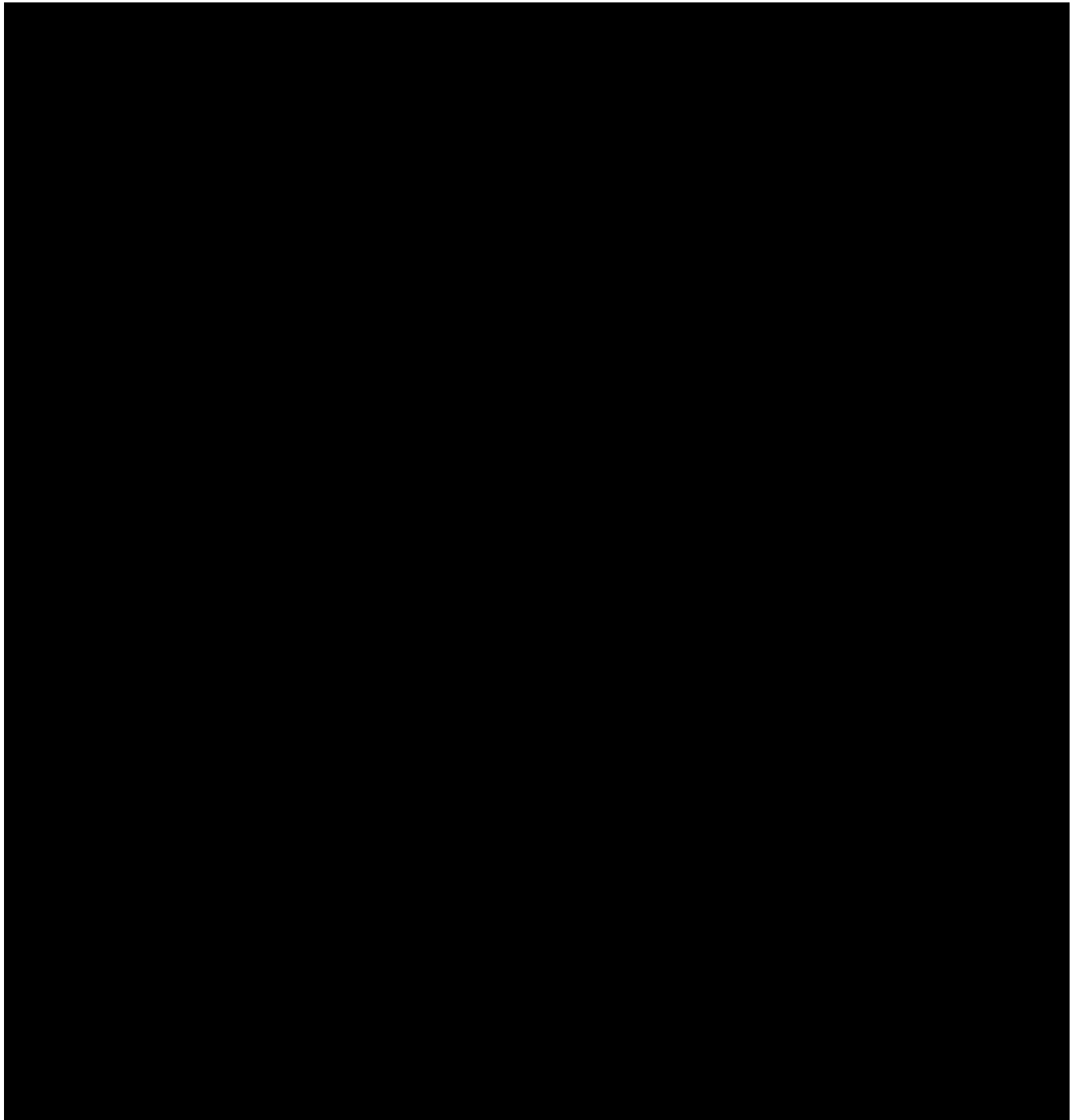
9.1.8 The Supplier shall report Reactive Maintenance as per the requirements provided in Appendix N (Asset Management System).

9.1.9 The Supplier shall only close a Reactive Maintenance Work Order upon delivery of a Permanent Rectification or by agreement of the Company. Reactive Maintenance instructions shall be updated upon delivery of Interim Rectification or Equipment continuing to be out of service.

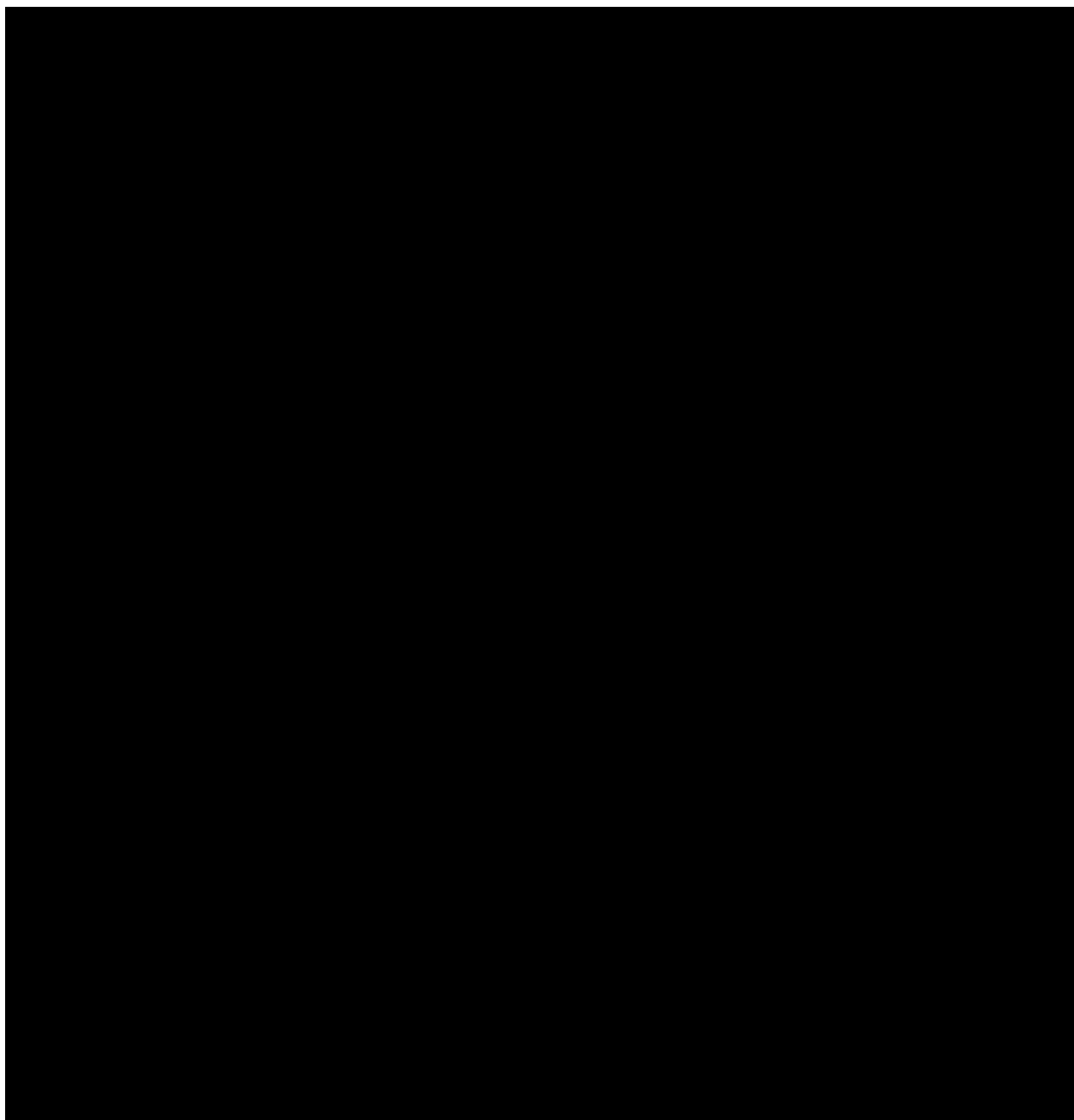
- 9.1.10 A Fault not closed within the Service Level timescale detailed in Appendix 1 to Schedule 18c (Key Performance Indicators (KPIs)) will be deemed a Breached Fault.
- 9.1.11 The Supplier shall notify the Company, as per the requirements defined in Appendix N (Asset Management System), of the status of a Reactive Maintenance instruction following each attendance.
- 9.1.12 If the Supplier, on attending the Site traces a reported Reactive Maintenance instruction to Equipment or cabling outside the scope of this Specification, then the Supplier shall immediately report this to the Company Asset Control Centre, as per the requirements defined in Appendix N (Asset Management System). This does not release the Supplier from the Site unless so authorised by the Company. The Supplier shall remain on Site if required to “hand over” and/or work with other contractors to rectify the fault and provide all necessary co-operation to clear or localise the Reactive Maintenance instruction.
- 9.1.13 Reactive Maintenance shall be delivered three hundred and sixty four (364) days per year, twenty four (24) hours per day. Additionally, 25<sup>th</sup> December to be covered as stand-by for Priority Level 1 – Emergency Reactive Maintenance, as detailed in Appendix 1 to Schedule 18c (Key Performance Indicators (KPIs)).
- 9.1.14 The Supplier shall participate in the Company’s FRACAS process. The Company operates a FRACAS process (Failure Recording and Corrective Action System) defined in Company Procedure PR0099. The process provides a closed-loop continuous improvement system designed to help the Company to work together (including with its Suppliers) to collect failure data, prioritise failures according to criticality and risk, analyse the most critical failures to determine the root cause and implement corrective actions (CA) to prevent repetitive failures. The Supplier shall undertake the role of the “Maintenance Team” as defined in Section 4 - Responsible, Accountable, Consulted and Informed (RACI) of procedure PR0099. The key responsibilities of the Supplier acting as the “Maintenance Team” include:
- documenting all failures in the database (in this case the Companies AMS system);
  - verifying failure data is accurate;
  - reviewing each failure following closure on AMS (the Companies AMS); and
  - prioritising failures by risk, criticality, cost, service delay
- The Supplier shall attend FRACAS meetings as required.

## 9.2 Critical Sites Maintenance

- 9.2.1 Critical Sites on the London Underground Network (“Critical Sites”) are considered, as a minimum, to be:



This is to ensure the welfare facilities are available to the train drivers. If not, this will impact the timetables as drivers may require longer break times to find alternative welfare facilities.

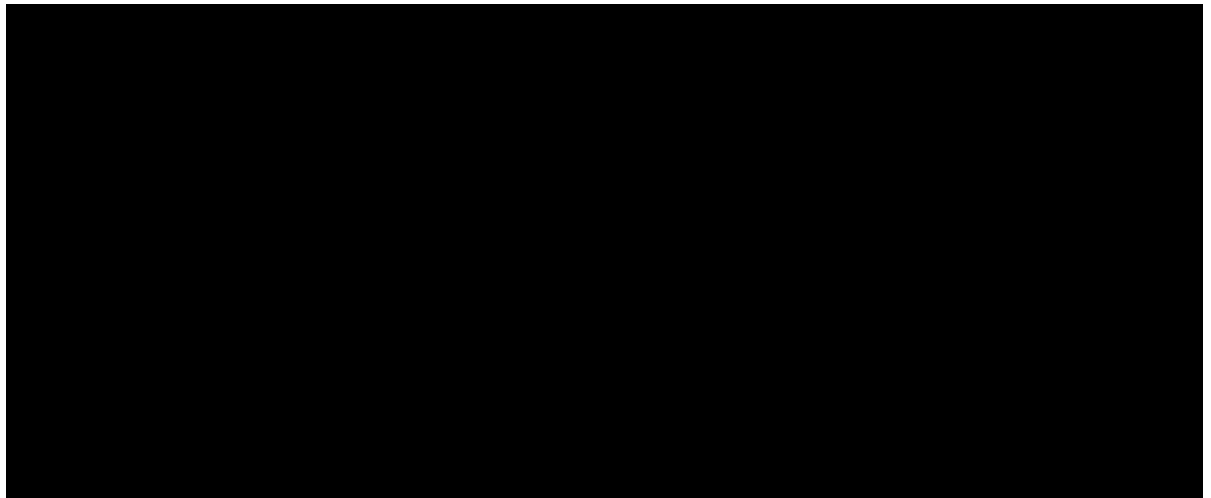


- 9.2.2 Where multiple Critical Sites have simultaneous faults, the Supplier shall take direction from the Company as to prioritisation
- 9.2.3 The Supplier shall immediately prioritise all faults or other performance abnormalities at Critical Sites over other faults of equivalent clearance timescales at non-Critical Sites.
- 9.2.4 The Supplier shall inform the Company no less than three (3) weeks in advance of all maintenance activities which have the potential to present an increased risk (e.g. loss of redundancy) to the Company's normal operations in Critical Sites.
- 9.2.5 The Supplier shall, following any unplanned outage or emergency at Critical Sites, initiate a root-cause analysis and report to the Company, as per the requirements in Appendix N (Asset Management System),

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unless otherwise agreed by the Company, findings and  
recommendations from the investigation.

- 9.2.6 During the events listed below, the following Sites shall also be considered to be Critical Sites:



### **9.3 Attendance and interfaces with the Company's Third Party Suppliers**

- 9.3.1 "Attendance" is the requirement to (i) provide Site assistance and/or undertake Services in respect of Equipment that is impacted by fault attendance that relates to other equipment which is not included in the scope of this Contract or (ii) attend a Site safety issue.
- 9.3.2 Each requirement to attend Site irrespective of the time spent at each Site, shall be deemed an Attendance.
- 9.3.3 The Supplier shall provide Attendance as required by a Reactive Maintenance Work Order, to deliver the Services in accordance with the Contract.
- 9.3.4 The Company shall take overall responsibility for management of interfaces between the Supplier and 3rd party Suppliers undertaking maintenance or projects.
- 9.3.5 The Supplier shall keep the Company's local managers informed of any maintenance work that they become aware of that is likely to have an impact on equipment not in the scope of this Specification.
- 9.3.6 The Supplier shall ensure that no Equipment failures, downtime or interruptions are caused by the Supplier or their sub-suppliers as a result of support activities.



## **APPENDIX A**

### **SERVICE MATRIX**

Schedule 2 Specification - Appendix A Service Matrix Contract Issue Mechanical 1.0

Default Line	Maintaining Line	Owned	Maintained	Building Type	Old/Alternative Reference No	Planned Maintenance	Reactive Maintenance	Comments
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	NR	Station Building		Excluded	Excluded	
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	NR	Shared (NR/LU)	Station Building		Included	Included	Regulated Lease
B	B	LU	LU	TCA	B061/MLB1	Included	Included	
B	B	LU	LU	Signal	B061/MLB2	Included	Included	
B	B	LU	LU	TCA	B061/SLB1	Included	Included	
B	B	LU	LU	Traction Control	B061/SLB3	Included	Included	
B	B	LU	LU	TCA	B061/SLB2	Included	Included	
B	B	LU	LU	Signal	B077/MLB1	Included	Included	
B	B	LU	LU	Station Building		Included	Included	
B	B	LU	LU	Station Building		Included	Included	
B	B	LU	LU	Vent Shaft	B065/MLB1	Included	Included	
B	B	LU	LU	Station Building		Included	Included	
B	B	LU	LU	Vent Shaft	B067/MLB1	Included	Included	
B	B	LU	LU	Station Building		Included	Included	
B	B	LU	LU	Station Building		Included	Included	
B	B	LU	LU	Station Building		Included	Included	
B	B	LU	LU	Vent Shaft	B075/MLB1	Included	Included	
B	B	LU	LU	Vent Shaft	B075/MLB2	Included	Included	
B	B	LU	LU	Deused	B075/SLB1	Included	Included	
M	M	LU	LU	Station Building		Included	Included	
M	M	LU	LU	Substation / TXR	B077/MLB2	Included	Included	
M	M	LU	LU	Signal	B077/MLB1	Included	Included	
M	M	LU	LU	P Way Accommodation	B077/SLB1	Included	Included	
M	M	LU	LU	Store	B077/SLB1	Included	Included	
M	M	LU	LU	Pump House	B077/SLB3	Included	Included	
M	M	LU	LU	P Way Accommodation	B077/SLB3	Included	Included	
J	J	LU	LU	Station Building		Included	Included	
J	J	LU	LU	Store		Included	Included	
J	J	LU	LU	Building: Bicycle Shed	CYC1	Excluded	Excluded	
J	J	LU	LU	Signal	B077/SLB1	Included	Included	
J	J	LU	LU	Signal	B077/SLB2	Included	Included	
J	J	LU	LU	Signal		Included	Included	
J	J	LU	LU	P Way Accommodation		Excluded	Excluded	
J	J	LU	LU	Signal		Included	Included	
J	J	LU	LU	Signal		Included	Included	
J	J	LU	LU	Signal		Included	Included	
J	J	LU	LU	Electrical Building	B087/013	Included	Included	
J	J	LU	LU	Electrical Building		Excluded	Excluded	



[illegible]





M	M	M	LU	LU	LU	SSS Depots			Included	Included	
M	M	M	LU	LU	LU	SSS Depots			Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW02	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		ISO19	Excluded	Excluded	
M	M	M	LU	LU	LU	SSS Depots		NJW04	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW05	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW06	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW07	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW08	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW09	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW12	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW11	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW14	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		NJW15	Excluded	Excluded	
M	M	M	LU	LU	LU	SSS Depots		NJW16	Excluded	Excluded	
M	M	M	LU	LU	LU	SSS Depots		NJW17	Included	Included	
M	M	M	LU	LU	LU	SSS Depots		ISO32	Excluded	Excluded	
M	M	M	LU	LU	LU	SSS Depots		ISO33	Excluded	Excluded	
M	M	M	LU	LU	LU	SSS Depots		ISO34	Excluded	Excluded	
M	M	M	LU	LU	LU	SSS Depots		ISO35	Excluded	Excluded	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB1	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB2	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB3	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB4	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB5	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB6	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB7	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/SLB8	Included	Included	
B	B	B	LU	LU	LU	BCV Depots		BD135/MLB1	Excluded	Excluded	
B	B	B	LU	LU	LU	BCV Depots		BD135/MLB2	Excluded	Excluded	
B	B	B	LU	LU	LU	BCV Depots		BD135/MLB3	Included	Included	
C	C	C	LU	LU	LU	Station Building		C018/MLB1	Included	Included	
C	C	C	LU	LU	LU	Signal		C018/MLB1	Included	Included	
C	C	C	LU	LU	LU	Signal		C018/SLB1	Included	Included	
C	C	C	LU	LU	LU	Signal		C018/SLB2	Included	Included	
C	C	C	LU	LU	LU	Signal		C018/SLB6	Included	Included	
C	C	C	LU	LU	LU	P Way Accommodation		C018/SLB7	Included	Included	
C	C	C	LU	LU	LU	Switch House		C018/SLB8	Included	Included	
C	C	C	LU	LU	LU	Substation / TXR		C018/SLB9	Included	Included	
C	C	C	LU	LU	LU	Station Building			Included	Included	
C	C	C	LU	LU	LU	Traction Control			Included	Included	
C	C	C	LU	LU	LU	Signal		C018/SLB8	Included	Included	
C	C	C	LU	LU	LU	Signal		C019/SLB2	Included	Included	
C	C	C	LU	LU	LU	Signal		C019/SLB4	Included	Included	
C	C	C	LU	LU	LU	Store		C022/SLB5	Included	Included	
C	C	C	LU	LU	LU	P Way Accommodation		C022/SLB5	Included	Included	
C	C	C	LU	LU	LU	Signal		C019/SLB5	Included	Included	
C	C	C	LU	LU	LU	Signal		C022/SLB1	Included	Included	
C	C	C	LU	LU	LU	Signal		C022/SLB2	Included	Included	
C	C	C	LU	LU	LU	P Way Accommodation		C022/SLB3	Included	Included	
C	C	C	LU	LU	LU	P Way Accommodation		C022/SLB6	Included	Included	
C	C	C	LU	LU	LU	Signal		C022/SLB2	Included	Included	
C	C	C	LU	LU	LU	Store		C022/SLB8	Included	Included	
C	C	C	LU	LU	LU	Station Building			Included	Included	
C	C	C	LU	LU	LU	Switch House			Included	Included	
C	C	C	LU	LU	LU	Service Building		C031/001	Included	Included	
C	C	C	LU	LU	LU	Service Building		C031/SLB1	Included	Included	
C	C	C	LU	LU	LU	Store		C031/SLB2	Included	Included	
C	C	C	LU	LU	LU	Signal		C023/SLB5	Included	Included	
C	C	C	LU	LU	LU	Substation / TXR			Excluded	Excluded	
C	C	C	LU	LU	LU	Station Building		C032/SLB3	Included	Included	
C	C	C	LU	LU	LU	TCA		C031/001	Included	Included	
C	C	C	LU	LU	LU	Traction Control		C031/SLB1	Included	Included	

C	C	LU	LU	LU	Electrical Building	C031/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C032/MLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C032/SLB3	Included	Included	Included
C	C	LU	LU	LU	Communications Building	C032/SLB4	Included	Included	Included
C	C	LU	LU	LU	P Way Accommodation	C032/SLB6	Included	Included	Included
C	C	LU	LU	LU	P Way Accommodation	C032/SLB7	Included	Included	Included
C	C	LU	LU	LU	P Way Accommodation	C032/SLB8	Included	Included	Included
C	C	LU	LU	LU	Gate House	C032/SLB9	Included	Included	Included
C	C	LU	LU	LU	Store	C032/SLB10	Included	Included	Included
C	C	LU	LU	LU	Store	C032/SLB11	Included	Included	Included
C	C	LU	LU	LU	Switch House	C032/SLB12	Included	Included	Included
C	C	LU	LU	LU	Substation / TXR		Included	Included	Included
C	C	LU	LU	LU	Signal	C032/SLB1	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Service Building	C033/SLB1	Included	Included	Included
C	C	LU	LU	LU	Office Building	C034/MLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C034/SLB1	Included	Included	Included
C	C	LU	LU	LU	Switch House	C034/SLB4	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Switch House	C035/SLB1	Included	Included	Included
C	C	LU	LU	LU	Electrical Building	C035/SLB2	Included	Included	Included
C	C	LU	LU	LU	Store	C035/SLB4	Included	Included	Included
C	C	LU	LU	LU	Service Building	C035/SLB5	Included	Included	Included
C	C	LU	LU	LU	Electrical Building	C035/SLB6	Included	Included	Included
C	C	LU	LU	LU	Signal	C036/MLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C035/SLB3	Included	Included	Included
C	C	LU	LU	LU	Store	C036/SLB4	Included	Included	Included
C	C	LU	LU	LU	P Way Accommodation	C036/SLB5	Included	Included	Included
C	C	LU	LU	LU	Gate House	C036/SLB6	Included	Included	Included
C	C	LU	LU	LU	P Way Accommodation	C036/SLB7	Included	Included	Included
C	C	LU	LU	LU	TCA	C036/SLB9	Included	Included	Included
C	C	LU	LU	LU	Signal	C036/SLB10	Included	Included	Included
C	C	LU	LU	LU	Substation / TXR	C036/009	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Service Building	C037/SLB1	Included	Included	Included
C	C	LU	LU	LU	Electrical Building	C037/SLB2	Excluded	Excluded	Excluded
C	C	LU	LU	LU	Signal	C038/MLB1	Included	Included	Included
C	C	LU	LU	LU	Disused	C042/MLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C038/SLB4	Included	Included	Included
C	C	LU	LU	LU	Switch House	C038/SLB5	Included	Included	Included
C	C	LU	LU	LU	Substation / TXR	C038/005	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Electrical Building	C039/SLB1	Included	Included	Included
C	C	LU	LU	LU	Switch House	C039/SLB2	Included	Included	Included
C	C	LU	LU	LU	Substation / TXR	C042/AR1	Included	Included	Included
C	C	LU	LU	LU	Signal	C042/MLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C042/MLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C042/MLB3	Included	Included	Included
C	C	LU	LU	LU	Signal	C042/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C042/SLB3	Included	Included	Included
C	C	LU	LU	LU	Signal	C042/SLB4	Included	Included	Included
C	C	LU	LU	LU	Pump House	C042/SLB5	Included	Included	Included
C	C	LU	LU	LU	Store	C042/SLB6	Included	Included	Included
C	C	LU	LU	LU	Store	C042/SLB7	Included	Included	Included
C	C	LU	LU	LU	Store	C042/SLB8	Included	Included	Included
C	C	LU	LU	LU	Switch House	C042/SLB9	Included	Included	Included
C	C	LU	LU	LU	Substation / TXR	C042/SLB10	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Signal	C053/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C053/SLB3	Included	Included	Included
C	C	LU	LU	LU	Signal	C054/SLB1	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Signal	C055/SLB1	Included	Included	Included



C	C	CU	CU	CU	P Way Accommodation	C058/SLB3	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Signal	C057/SLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C057/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C058/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C058/SLB3	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Signal	C062/SLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C062/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C062/SLB3	Included	Included	Included
C	C	LU	LU	LU	Station Building	C066/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C063/SLB1	Included	Included	Included
C	C	LU	LU	LU	Pump House	C064/SLB1	Included	Included	Included
C	C	LU	LU	LU	Service Building	C064/SLB2	Included	Included	Included
C	C	LU	LU	LU	Service Building	C064/SLB3	Included	Included	Included
C	C	LU	LU	LU	Electrical Building	C064/SLB4	Included	Included	Included
C	C	LU	LU	LU	Station Building		Included	Included	Included
C	C	LU	LU	LU	Electrical Building	C065/SLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C066/MLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C066/SLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C066/SLB2	Included	Included	Included
C	C	LU	LU	LU	Signal	C066/SLB3	Included	Included	Included
C	C	LU	LU	LU	Signal	C066/SLB4	Included	Included	Included
C	C	LU	LU	LU	Traction Control	C066/SLB5	Included	Included	Included
C	C	LU	LU	LU	Signal	C066/SLB6	Included	Included	Included
C	C	LU	LU	LU	Station Building	C063/SLB1	Included	Included	Included
C	C	LU	LU	LU	Pump House	C067/SLB1	Included	Included	Included
C	C	LU	LU	LU	Vent Shaft	C068/MLB2	Included	Included	Included
C	C	LU	LU	LU	Disused	C068/MLB3	Included	Included	Included
C	C	LU	LU	LU	Pump House	C068/SLB1	Included	Included	Included
C	C	LU	LU	LU	Vent Shaft	C068/SLB2	Included	Included	Included
C	C	LU	LU	LU	Station Building	C068/SLB3	Included	Included	Included
C	C	LU	LU	LU	Vent Shaft		Included	Included	Included
C	C	LU	LU	LU	Switch House	C072/MLB1	Included	Included	Included
C	C	LU	LU	LU	Station Building	C072/SLB2	Included	Included	Included
C	C	LU	LU	LU	Pump House		Excluded	Excluded	Excluded
C	C	LU	LU	LU	Signal	C073/MLB1	Included	Included	Included
C	C	LU	LU	LU	Signal	C073/SLB2	Included	Included	Included
C	C	LU	LU	LU	Vent Shaft	C073/SLB3	Included	Included	Included
C	C	LU	LU	LU	Vent Shaft	C074/MLB1	Included	Included	Included
C	C	LU	LU	LU	Station Building	C084/SLB3	Included	Included	Included
C	C	LU	LU	LU	Electrical Building		Excluded	Excluded	Excluded
C	C	LU	LU	LU	Vent Shaft	C084/SLB4	Excluded	Excluded	Excluded
C	C	LU	LU	LU	Station Building	C084/SLB5	Included	Included	Included
C	C	LU	LU	LU	4LM SER & CER	C084/SLB6	Included	Included	Included
C	C	LU	LU	LU	Station Building	C084/SLB8	Included	Included	Included
C	C	LU	LU	LU	Signal		Included	Included	Included
C	C	LU	LU	LU	Substation / TXR		Included	Included	Included
C	C	LU	LU	LU	Signal	C084/SLB2	Included	Included	Included
C	C	LU	LU	LU	Pump House	C084/SLB3	Included	Included	Included
C	C	LU	LU	LU	Vent Shaft	C084/SLB4	Included	Included	Included
C	C	LU	LU	LU	Vent Shaft	C084/SLB5	Excluded	Excluded	Excluded
C	C	LU	LU	LU	Switch House	C084/SLB6	Included	Included	Included
C	C	LU	LU	LU	Switch House	C084/SLB8	Included	Included	Included
C	C	LU	LU	LU	Switch House	C084/SLB9	Included	Included	Included
C	C	LU	LU	LU	Pump House	C084/SLB10	Included	Included	Included
J	J	LU	LU	LU	Station Building		Included	Included	Included
J	J	LU	LU	LU	TCA		Included	Included	Included
J	J	LU	LU	LU	Fleet House		Included	Included	Included
C	C	LU	LU	LU	Vent Shaft		Included	Included	Included
C	C	LU	LU	LU	Signal	C084/SLB9	Included	Included	Included
C	C	LU	LU	LU	Signal	C084/SLB10	Included	Included	Included

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