Transport for London

SCHEDULE 7B

Form of Agreement – Short Form Call-Off Contract

Call-Off Contract Ref: **ENG Task 336 - Engineering Systems and Support Manager**
Framework Lot: **E02 - Rolling Stock System Specialist Engineering Support**
Outline Agreement: **4600008473**

THIS AGREEMENT is made the 24th **day of** July **2024**

BETWEEN:

(1) **Transport for London (TfL), ("the *Employer"*** which expression shall include its successors in title and assigns); and

(2) **Xanta Limited,** a company registered in England and Wales (Company Registration Number 06040357) whose registered office is at 130 Fleet Street London EC4A 2BH **("*the Consultant*")**

WHEREAS:
This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of **TfL PSF2 94203 - Engineering Consultancy Services dated 4th January 2021** ("the Framework Agreement"). The *Employer* wishes to have provided Consultancy Services as contained in Table 3. The *Employer* has accepted a proposal (Table 4) by the *Consultant* for the Services in accordance with the Short Form Conditions of Contract (as defined in the Framework Agreement).

NOW IT IS AGREED THAT:
Terms and expressions defined in (or definitions referred to in) the short form conditions of contract have the same meanings herein. The *Consultant* provides the Services in accordance with the Short Form Conditions of Contract, Tables, Schedules and Attachments. The *Employer* pays the *Consultan*t the amount due in accordance with the Short Form Conditions of Contract. The documents forming this Call-Off Contract are:

This Form of Agreement duly executed by the Parties;
Short Form Conditions of Contract;
Table 3, Table 4 and Table 5;
The Attachments;
The Schedules.

Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First	:	This Form of Agreement;
Second	:	Table 5;
Third	:	Table 3;
Fourth	:	The Schedules;
Fifth	:	Short Form Conditions of Contract;

Sixth : Table 4.

1. Notwithstanding the manner of execution of this Agreement it is agreed that:

   1.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 6 years from the date of breach; and

   1.2 the *Consultant* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

This Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.

Signed by
for and on behalf of
the Consultant

[redacted]

Signed by
for and on behalf of
the Employer

[redacted]

Table 3, *Employer's* Requirement:

Appointment of an Engineering Systems and Support Manager. To be accountable for establishing and leading the RFLI Engineering Systems regime with delegated Technical Authority from TfL Engineering CTO. The accountability extends to systems engineering and integration including rail vehicles and rail mounted plant to enable the RFLI business to fulfil its obligations under ROGS. A full Specification of the services required is included within Appendix 1.

Table 4, *Consultant's* Proposal:

Charges: **Pricing Option: E – Time Based Contract** The charges applicable will be on a time-based contract for the actual work/hours/days carried out by the individual resource. The following Secondment day rates shall apply: [redacted] [redacted] The Resource's services will be required on an 8 hours per day basis, at 40 hours per week, 5 days per week. A monthly timesheet must be submitted by the Resource and approved by Head of Engineering prior to invoicing. TfL will not reimburse any additional costs for time, input, resource or other without prior written consent from TfL's Employing manager.

Table 5, Contract Particulars:

Contract Number: ENG Task 336 - Engineering Systems and Support Manager
The Contract Commencement date is: 02 Aug 2024 The Service Commencement Date is: 05 Aug 2024 Contract Expiry Date: 07/02/2025 The Call-Off Contract Term: 6months from Contract Commencement Date with an option to extend by up to an additional 18 months. However, any extensions will be at the Employer's own discretion and subject to the appointed resources satisfactory performance, ongoing requirement and funding availability. This will be confirmed and mutually agreed in writing.
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the *Employer's* Contract Manager is:
[redacted]
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the *Employer's* Procurement Manager is:
[redacted]
In accordance with Clause 8.5 of the Short Form Conditions of Contract, the *Consultant's* Key Persons are:
[redacted]

Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): 7 days

Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)

Clause 5.1 - *Consultant* shall submit invoices for the resources 4-weekly in arrears. Invoices should detail the actual workdays carried out by the Resource for each period.

Clause 5.4 - Payment will be made within 30 days of receipt of invoices.

Consultant **must** send invoices via email, in pdf format, to: Invoices@tfl.gov.uk

Invoices should be addressed to:

Transport for London
Accounts Payable
P.O. Box 45276
14 Pier Walk, SE10 1AJ

All invoices must have TfL Contract Reference Number, Purchase Order number, TfL Contact name, a separate calculation of VAT and a brief description of the Services provided.

Special Conditions of Contract:

Consultant agrees to the Terms and Conditions of 'TfL Code of Connection Agreement' which applies to this contract as accepted at tender stage.

TfL will review the business needs and the appointed Resource's performance on a regular basis and may decide, at its sole discretion, to end the support or request for a replacement based on the workload and/or performance. The performance review will be based on a set of Key Performance Indicators as outlined within Attachment 1 below. Should the Resource fail to meet the performance required, the Consultant organisation may be asked to provide a replacement individual, as per the service requirements.

ATTACHMENT 1 - KEY PERFORMANCE INDICATORS (KPIS)

The performance of the Resource/s will be reviewed quarterly against the key indicators below. The rating scale will determine the overall performance. The assessment will be based on a rating index. If the rating is less than 3, then TfL has the right:

- to terminate the Resource/s contract, or
- request for a replacement individual, as per *Employer's* requirement.

Key indicators:

- Excellent quality and range of deliverables.
- Timely delivery of specified tasks within agreed timescales.
- Collaboration; building a good relationships with all key stakeholders
- Communication (both verbal and written communication); being proactive and communicating clearly and effectively to a wide variety of audiences
- Time keeping.
- Programme budget and risk management.

Rating scale:

5 - Consistently exceeded the performance required

4 - Fully matched the performance required in some areas and exceeded it in others

3 – Fully matched the performance required

2 – Fully matched the performance required in some areas and fell short in others

1 – Did not match the performance required

The *Employer* may terminate the *Consultants* obligation to provide the services by notifying the *Consultant* if:

- The Resource is in breach of clause 106 (Conflict of Interest) and/or clause 110 (Corrupt Gifts, Fraud, Payment of Commission and Safety Breaches) and/or clause 133 (Supplier Diversity)
- The *Employer* no longer requires the services or otherwise wishes to terminate the Resource's obligation to provide the Services for any reason or
- The Resource has substantially failed to comply with his/her obligations and has not put the default right within four weeks of a notification by the *Employer.*

Appendix 1 - Specifications

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ENG Task 336 – Engineering Systems and Support Manager

1. INTRODUCTION

Rail for London Infrastructure (RFLI) is the Infrastructure Manager for the core section of the Elizabeth Line. RFLI undertakes a range of engineering activities to support the management, maintenance and renewal of the assets on the Elizabeth Line core section and 11 leased stations on Network Rail's Anglia Route. As the Elizabeth Line is a digital railway operating under a Main Line Safety Authorisation, systems engineering and systems integration is key in ensuring optimum asset performance.

2. PURPOSE OF THIS REQUIREMENT

To appoint an Engineering Systems and Support Manager aimed at recovering the engineering systems workstream backlogs within the TfL Engineering and Asset Strategy team to achieve a "business as usual" position within the RFLI Engineering.

Consultants are requested to submit a proposal based on the following requirements and outputs.

3. SCOPE OF WORK

The Engineering Systems and Support Manager activities for this scope is not limited to the deliverables as described and may change with the agreement of both parties, keeping within the boundaries of this brief as per TfL business requirements and priorities.

3.1 Consultant/Resource Responsibilities

The Engineering Systems and Support Manager will be accountable for establishing and leading the RFLI Engineering Systems regime with delegated Technical Authority from TfL Engineering CTO. The accountability extends to systems engineering and integration including rail vehicles and rail mounted plant to enable the RFLI business to fulfil its obligations under ROGS.

The Engineering Systems and Support Manager will be accountable for the provision of specialist technical support resource to the RFLI Engineering team and the RFLI maintainers to meet regulatory and corporate technical compliance requirements.

The Engineering Systems and Support Manager will be responsible for:

3.1.1 Analysis of the RFLI fixed infrastructure/rail vehicle interfaces and current performance of the assets/fleet as an integrated system.

3.1.2 Investigation of emerging technologies, including Artificial Intelligence, to identify areas where this can be applied to leverage maximum benefit from the Elizabeth Line's inherent digital capability.

3.1.3 Study of the existing RFLI Engineering and Maintenance Engineering organisational structures to determine opportunities for rationalisation and a move to a true steady state, "business as usual" position.

3.1.4 Review of existing digital systems available to and planned for use on RFLI to determine their effectiveness. This requirement is specifically to target the

Infrastructure Maintenance Vehicle and train-borne Infrastructure Monitoring Systems.

3.1.5 Support the RFLI maintenance and projects teams in rail vehicle approvals for engineering works. This will include the approval of modifications to the existing RFLI maintenance vehicle fleet and the approval of Road-Rail Vehicles (RRVs).

3.1.6 Rationalising the various asset performance reporting processes currently operating across RFLI with particular reference to systems integration.

3.2 Key Accountabilities

3.2.1 Establish strategic approach for RFLI systems engineering, leading technical resources for RFLI engineering objectives to support delivery of the Mayor's Strategic Plan. Expected Impact: To ensure adequate provision of SKE and competence to manage Elizabeth Line and third-party engineering systems interfaces at a strategic level. Expected Outcome: RFLI systems integration regulatory, contractual and corporate obligations and objectives are met.

3.2.2 Act as Delegated Technical Authority, accountable to the TfL Head of Rail Vehicles, in the capacity of vehicle systems engineer. Expected Impact: To have control at a strategic level RFLI management of rail vehicle and rail mounted plant engineering activities. Expected Outcome: TfL Technical Authority governance, infrastructure maintainer needs and contractual obligations with the Class 345 fleet owner, operator and maintainer.

3.2.3 Lead stakeholder engagement for RFLI Systems Engineering, developing effective corporate and third-party interfaces to support the integrated railway. Expected Impact: Ensure RFLI's interests are protected in respect of both rail operations and external party activities affecting RFLI infrastructure. Expected Outcome: RFLI operational performance is optimised, and non-fares revenue streams are protected.

3.2.4 Lead Systems Engineering input to residual Crossrail project activities and on-going RFLI Capital Expenditure asset projects, ensuring that a consistent engineering approach is applied to RFLI projects in line with corporate standards, governance and the TfL Operating Model. Expected Impact: Provision of the most appropriate technical support resources for project/CapEx initiatives. Expected Outcome: Ensure timely delivery of RFLI project activities within approved funding limits.

3.2.5 Provide leadership of technical teams in the areas of CAD, GIS, continuous asset reliability improvement and RFLI maintenance support. Expected Impact: Deliver cost-effective performance of specialist RFLI engineering function resources. Expected Outcome: Availability of an agile engineering support function at optimal cost.

3.3 Consultant/Resource Outputs and Deliverables:

3.3.1 Report detailing system interfaces, the efficacy of these at present and opportunities for improvement.

3.3.2 Report which shows where emerging technologies can be integrated into the existing Elizabeth Line systems to generate operational and financial performance improvement.

3.3.3 Produce explicit recommendations as to how existing overlap and duplication of RFLI engineering management roles may be eliminated, including a revised organisation chart.

3.3.4 Completion of a programme for the full implementation of train borne and wayside condition monitoring systems (this specifically excludes train borne systems on the leased Class 345 fleet except for the integration of “IMS” monitoring software).

3.3.5 Delivery of approvals documentation and a database of all rail vehicle and RRVs approved for use on the Elizabeth Line core section. This shall include all approvals for operation over third-party railways, i.e. access to/from RFLI metals over Network Rail infrastructure and into London Underground Ruislip rolling stock depot.

3.3.6 Production of report detailing interfaces of all existing RFLI databases and reporting process which identifies opportunities for rationalisation (note that this specifically excludes the “Maximo” software application but should take into consideration interfaces with that tool).

3.4 Ad Hoc Project support: The resource may be required to provide the same scope of works to support other TfL projects. This will be discussed with and in agreement of both parties.

4. RESOURCING REQUIREMENTS

The Consultant must put forward a suitable and appropriately qualified resource with the right level of capability as required within this brief.

The named/appointed resource must be available for the full duration of the contract. Should however, a replacement resource be necessary, the replacement must at least meet the same credentials and agreed by TfL.

4.1 The Consultant’s Resource must -

4.1.1 Have experience of working within the UK Rail Industry and be capable of providing Railway Assurance activities.

4.1.2 Have appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership to a major institution.

4.1.3 Have relevant skills and experience spanning several programmes/projects and demonstrate key involvement in delivery projects of high value and complexity, including details of experience in working on similar projects in terms and of the scope and magnitude to this contract.

4.1.4 Provide summary of relevant projects, durations of role and project, project values, project roles and responsibilities, key skills and experience, relevant qualifications, and number of years of experience. Any other information which Tenderers consider would be of significance to TfL’s confidence in key people.

4.1.5 Have technical expertise in rail transport engineering and design.

4.1.6 Be proficient in working in accordance with industry design standards.

4.1.7 Have the ability to solve complex problems independently within the field of expertise, disseminating information gathered into clear outputs.

4.1.8 Provide evidence of strong spoken, written and interpersonal skills and experience in stakeholder engagement.

4.2 Resource Knowledge and Qualifications

4.2.1 Comprehensive knowledge of corporate TfL Governance activities and how they are used to deliver required results.

4.2.2 Thorough knowledge of rail vehicle systems, use, limitations on use and applicable access and approvals processes.

4.2.3 Extensive knowledge of technical investigation/reporting mechanisms and analysis of engineering data.

4.2.4 A thorough understanding of systems engineering and the interfaces between rail assets/systems.

4.2.5 Significant knowledge in a second engineering discipline such as traction power, signalling, track or telecommunications.

4.2.6 A sound understanding of rail industry technical Standards, their purpose, application, derogation processes.

4.2.7 A good knowledge of business planning and budgetary control to provide clear direction and objectives.

4.2.8 Sound knowledge of team leadership techniques in a highly regulated and technical environment.

4.2.9 Degree in an engineering subject, Chartered membership of an Engineering Institution working toward Fellow grade.

4.2.10 Good knowledge of TfL project controls, technical assurance, railway legislation and engineering safety management.

4.2.11 Sound knowledge of TfL businesses/modes, the TfL operating model and TfL Engineering Technical Authority.

4.3 Resource Skills

4.3.1 Strong negotiation and influencing skills with ability to manage and successfully influence internal/external relationships.

4.3.2 Strong collaborative and communication skills (verbal and written) in a technical and commercial environment.

4.3.3 Team leader with strong interpersonal and analytical and skills, influencer and mentor.

4.3.4 The ability to prepare concise reports, understanding their target audience, purpose and interpretation of data reported.

4.3.5 Goal and outcome orientated with a strong delivery ethics.

4.3.6 Ability to act confidently as a senior representative of RFLI, decision maker relating to TfL interests with internal and external stakeholders.

4.3.7 Ability to prioritize and manage varied and potentially conflicting initiatives to align with TfL corporate objectives and The Mayor's Transport Strategy.

4.4 Resource Experience

4.4.1 Design and implementation of governance regimes that deliver compliance to corporate and legislative requirements.

4.4.2 Analysis and understanding of Corporate deliverables, driving the local objectives critical to successful delivery.

4.4.3 Design and implementation of concise and focused reporting mechanisms, identifying the pulse points of the business and the critical success factors to be monitored.

4.4.4 Cultivating and building strong stakeholder relationships.

4.4.5 Understanding of the evolving expectations of a business.

4.4.6 Leading and driving change to enhance effectiveness, improved efficiency and realise cost savings.

4.4.7 Leading a team of technical specialists.

5. DOCUMENTATIONS

The Resource shall ensure that all documentation is provided in a form that can be read by TfL Engineering and can be updated at a later date, should a modification be required.

5.1 Office documents

5.1.1 Formats compatible with Microsoft Office, including open document formats, PDF documents for final signed versions of documents (either scanned wet signed documents or documents signed with an agreed electronic signature system).

5.2 Models & Drawings

5.2.1 Where a drawing is produced, the final version is to be a signed PDF document (preferably a PDF A document).

5.2.2 The full 3D CAD model and drawings must be provided to TfL Engineering using SolidWorks software.

5.2.3 Drawings shall be on London Underground borders. (current borders will be made available to the Consultant in SolidWorks and MicroStation formats).

5.2.4 In some cases it will be required that existing London Underground drawings are updated. In the majority of these cases the drawings will have been created in Bentley MicroStation. In these cases the Resource shall have the option of either

delivering the drawing in a form that can be updated in SolidWorks or updating the existing the drawing in the existing format.

5.3 On a quarterly basis, the appointed Resource/Consultant's Contract Manager shall provide a report to TfL Engineering keeping them informed of all the tasks/work packages carried out to date. The report shall provide information on the status of tasks/work packages and costs incurred. The required format of reporting shall be agreed with TfL Engineering at contract commencement.

6. STAKEHOLDERS and KEY INTERFACES

6.1 The Resource shall operate as a member of the RfLI Engineering team, reporting to the Head of Engineering.

6.2 Working with Regulatory bodies (e.g. Office of Road and Rail, London Fire Brigade, etc) in evidencing compliance with their requirements and controls.

6.3 Interface with TfL centralised functions for line of sight to corporate strategy and plans, RFLI's contribution to them and securing centralized support services.

6.4 Interface with TfL Engineering Chief Technical Officer for delegated Technical Authority.

6.5 Interface with Network Rail for leased/accessed asset condition and performance.

6.6 Interfaces across all RFL/RFLI functional areas and suppliers.

6.7 Interface with MTR-EL, Alstom and Class 345 fleet owner.

7.8 Influencing external standards bodies (e.g. RSSB, BSI, etc) in the output they produce and agreeing any derogations against these.

7.9 Interface with other TfL modes to coordinate operations and asset management activities.

7. HOURS OF WORK and LOCATION

7.1 The Resource shall work on an 8 hours per day basis.

7.2 From contract commencement, the Resource's services will be required 5 days per week.

7.3 A weekly timesheet must be submitted by the Resource and approved by the Head of Engineering prior to invoicing.

7.4 The Resource's office base will be within 5 Endeavour Square, Stratford, London. However, this may alternate to different TfL locations as and when required.

7.5 The Resource would be expected to work according to the latest TfL policy where hybrid (remotely + office/site based) working is in place. The individual should have access to MS Teams and Zoom.

8. TFL PROVIDED FACILITIES

The Resource will be provided with reasonable access to the TfL corporate network subject to the Resource meeting TfL security requirements.

9. CONTRACT TERM

10.1 Service Commencement Date: Immediate upon commencement of the contract (TBD Post-Contract Award).

10.2 Service Requirement Validity: 6 months from Contract Commencement Date, with an option to extend up to a maximum of 18 months, to be agreed between parties and funding availability.

10.3 The Day Rate shall remain fixed for the life of the Call-Off Contract, and any extension.

10.4 TfL will not reimburse any additional costs for time, input, resource or other without prior written consent from TfL's Employing manager.

10. INTELLECTUAL PROPERTY

The Consultant/Resource shall not have any claim to any Intellectual Property associated to this scope of work. Intellectual Property shall be owned and retained by TfL for all activities carried out by the Consultant/Resource, throughout the completion of these activities and any time thereafter.