

5.12 On-going Review of Criticality Focused Maintenance Implementation (Maintenance Approach 2 - Post First 12 Months following the Commencement Date)

- 5.12.1 The Supplier shall monitor the operation of the criticality focussed maintenance strategy on an on-going basis.
- 5.12.2 The Supplier shall provide the Company's Representative with an annual report of the planned maintenance activities (the "CFM Annual Report") which shall include, but shall not be limited to:
- a review of the performance of assets and the effectiveness of the criticality focussed maintenance approach in improving asset performance and availability; and
 - a revised annual planned preventative maintenance plan for the forthcoming year.
- 5.12.3 The Supplier shall submit the first CFM Annual Report by no later than two (2) months prior to the first anniversary of the implementation of Maintenance Approach 2.
- 5.12.4 Thereafter on an annual basis, the Supplier shall review and submit to the Company an updated Annual Planned Maintenance Schedule for the forthcoming year in accordance with paragraph 4.12.1 of this specification
- 5.12.5 The Supplier shall comply with timescales for the on-going submission and review of the Annual Planned Maintenance Schedule set out below:
- a) the Supplier shall submit the CFM Annual Report and the updated Annual Planned Maintenance Schedule to the Company by **1 April** each year;
 - b) the Company shall review the updated Annual Planned Maintenance Schedule and shall provide comments to the Supplier within 30 days of receipt; and
 - c) the Supplier shall incorporate the Company's comments into the Annual Planned Maintenance Schedule and issue the final updated Annual Planned Maintenance Schedule within 30 days of receipt of the Company's comments.
- 5.12.6 In the absence of any communication (in accordance with the above timescales) from the Company regarding the updated Annual Planned Maintenance Schedule, the Supplier shall submit the final updated Annual Planned Maintenance Schedule in accordance with paragraph 5.12.5 above. This process shall not relieve the Supplier of the requirement to amend the Annual Planned Maintenance Schedule at a later point in time to reflect changes agreed by the Company.
- 5.12.7 Agreement on the part of the Company to the Annual Planned Maintenance Schedule shall not relieve the Supplier of his requirement to meet all service levels set out within Schedule 12 (Performance Measurement Mechanism) of the Contract.



5.13 Annual Maintenance Planning (Maintenance Approach 2 – Post First 12 Months following the Commencement Date)

- 5.13.1 The Supplier shall create, update and issue for the Company's approval the Annual Planned Maintenance Schedule for all Sites no less than 30 days prior to the first anniversary of the Commencement Date based on agreed outcomes of the activities highlighted in paragraphs 5.7, 5.8, 5.9 and 5.10 (Critical Focussed Maintenance) of this specification.
- 5.13.2 The Company shall provide any comments or feedback on the Annual Planned Maintenance Schedule to the Supplier within 30 days.
- 5.13.3 The Supplier shall make the Annual Planned Maintenance Schedule available in a format to be agreed between the parties, to the Company for inspection by it or a third party appointed by the Company at any time.
- 5.13.4 The Supplier shall provide the Company with a monthly update of the Annual Planned Maintenance Schedule.

5.14 Planned Maintenance Service Delivery

- 5.14.1 The Supplier shall deliver planned maintenance in accordance with the Annual Planned Maintenance Schedule.
- 5.14.2 The Supplier shall notify the Company no less than seven (7) days in advance of any proposed changes to the dates or locations of planned maintenance and shall undertake the planned maintenance on the proposed changed date only if approved in advance by the Company.
- 5.14.3 The Supplier shall adapt the Annual Planned Maintenance Schedule to allow for any Company imposed "maintenance freeze" periods.
- 5.14.4 If during planned maintenance, the Supplier identifies faults where there is a risk of danger to persons and/or property, the Supplier shall make such faults safe immediately and shall report the hazard to the Company as soon as practicable but in any case within two (2) hours of making the faults safe.

5.15 Planned Preventative Maintenance (PPM) Service Delivery

- 5.15.1 The Supplier shall deliver a multi-disciplinary PPM service which will ensure the Sites and equipment meet the Standards as set out in this specification and all relevant laws.
- 5.15.2 The maintenance strategy will be a risk based CFM approach in order to reduce cost of ownership of assets and delivery of the Services. Planned maintenance will be carried out to protect critical assets in order to prolong their life. Other non-critical assets are maintained on a reduced maintenance or response only basis.
- 5.15.3 Critical assets and non-critical assets are to be defined, detailed and agreed with the Company as set out in paragraph 5.9 above.



- 5.15.4 The Suppliers PPM service shall include, but shall not be limited to:
- a. inspection of internal and external fabric of the Site to ensure they are properly maintained and remain functional, safe and operationally sound; and
 - b. inspection, testing and servicing of mechanical and electrical plant equipment and systems, to ensure that they remain safe and operational and are compliant with statutory requirements and Good Industry Practice.
- 5.15.5 The Supplier shall produce and make available to the Company for review:
- a. a detailed PPM Programme for each 12 month period; and
 - b. a 3 year rolling PPM Programme (post first 12 months following the Commencement Date).
- 5.15.6 The Supplier shall produce a monthly PPM report and submit to the Company as part of the monthly reporting package. The PPM report shall include, but shall not be limited to, describing the performance of the previous period, detail and location of forthcoming work to be undertaken and shall clearly identify where activities are anticipated to have a potential impact on Company operations.
- 5.15.7 The Supplier shall carry out and complete all PPM maintenance at agreed times to meet the requirements of this specification and Good Industry Practice.

5.16 Reactive Maintenance Service Delivery

- 5.16.1 The Supplier shall deliver a reactive maintenance service in accordance with the Service Response Times as defined in Table 2 of Schedule 12c to meet the Standards of this specification.
- 5.16.2 Prior to working on certain installations and, where any such work may affect the Company operations, the Supplier shall liaise with the Company to remove the equipment from service.
- 5.16.3 The Supplier shall receive instructions to carry out reactive maintenance from the Company's helpdesk.
- 5.16.4 The Supplier shall attend the Sites and permanently rectify faults. The Supplier shall endeavour to permanently rectify each fault during a single attendance visit but if necessary the Supplier shall make more than one attendance visit to make safe or permanently rectify the fault.
- 5.16.5 At the end of each attendance visit the fault shall be left in a safe condition if it cannot be permanently rectified.
- 5.16.6 The Supplier shall notify the Company's helpdesk when faults have been permanently rectified or made safe.
- 5.16.7 The Supplier shall be responsible for commissioning all replacement plant and equipment. This shall include the procurement, where required, of maintenance manuals and all related documentation within agreed timescales.



- 5.16.8 If, when undertaking planned maintenance, the Supplier discovers the need to undertake remedial works, this shall be treated as a fault. The Supplier shall report the fault to the Company's helpdesk and shall attend and permanently rectify the fault.

5.17 Forward Maintenance Planning

- 5.17.1 The Supplier shall, in conjunction with the Company, prepare the forward maintenance plan (the "Forward Maintenance Plan") it will be the responsibility of the Supplier to highlight items and include within the plan, works proposed to be considered for life cycle replacement. The Company acting reasonably will then review and consider the plan and decide if such proposed works are to be approved. Any associated costs relating to life cycle elements which are the outcome of the Forward Maintenance Plan will be chargeable to the Company and will, if approved, be instructed as Additional Works in accordance with Schedule 6 Part B (Additional Works) outside of the base contract which the Company shall pay for additional to the base contract. The Supplier shall submit the first Forward Maintenance Plan to the Company by no later than two (2) months after the Commencement Date. The frequency and applicable periods are to be agreed with the Company prior to submission.
- 5.17.2 The Supplier shall update the Forward Maintenance Plan on a continuous basis, throughout the duration of the Contract, and shall submit an up to date copy to the Company two (2) months prior to each anniversary of the Commencement Date.
- 5.17.3 The Supplier shall include in the Forward Maintenance Plan all:
- a. outstanding maintenance requirements;
 - b. proposed life cycle replacement works;
 - c. other required works which do not appear on the Annual Planned Maintenance Schedule; and
 - d. enhanced maintenance regime proposed for life cycle replacement works.
- 5.17.4 The Supplier shall identify the reason for each item appearing on the Forward Maintenance Plan and prioritise each item in terms of:-
- a. impact on health and safety and statutory compliance;
 - 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.
- 5.17.5 The Forward Maintenance Plan shall provide indicative costs for each item, broken down into an appropriate level of detail to assist the Company in planning and budgeting.

5.18 Interfaces with the Company's Third Party Suppliers

- 5.18.1 The Company shall take overall responsibility for management of interfaces between the Supplier and third party suppliers undertaking maintenance or projects at the Sites. The Supplier shall proactively

provide support to the Company in respect of the requirements set out in paragraph 5.20.2 below when required by the Company. The Supplier shall coordinate and resolve issues on behalf of the Company including attendance in the event of any issues surrounding interfaces until these are resolved. 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 assets not in the scope of this specification.

5.18.2 The Supplier's activities shall include, but shall not be limited to:-

- a. arming/disarming life systems and associated elements;
- b. bypassing infrastructure components;
- c. training of sub-suppliers regarding risks associated with accidental service interruption; and
- d. attendance at insurance, statutory and regulatory tests which may be required by law or insurers, in liaison with the Company. Areas subject to these tests are to be defined by the Company.

5.18.3 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.



6 Bus infrastructure

6.1 Locations and Hours of Work

6.1.1 Locations

6.1.1.1 The Services shall be delivered at Sites across the bus infrastructure portfolio. A complete list of the Sites and areas subject to the scope of each section of this specification is provided in Appendix A (Services Matrix).

6.1.2 Hours of Work

6.1.2.1 The Supplier shall deliver the Services across the bus infrastructure 24 hours per day, every day, except Christmas Day.

6.1.2.2 The Supplier shall accommodate requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements (at no additional cost to the Company).

6.1.3 Restrictions

6.1.3.1 Unless otherwise set out in Appendix A (Services Matrix), no specific restrictions are in place for day to day Service delivery.

6.2 Scope of Services

6.2.1 Scope

6.2.1.1 The Supplier shall provide a professionally managed, high quality maintenance service that ensures the effective operation of all items of plant and equipment as detailed within the Company's Asset Register (and subsequent updates). Services include, but shall not be limited to, the management, maintenance and inspection of:

- asset and fabric condition surveys;
- boilers, calorifier and heat exchanger systems;
- building barrier systems (including external fences, gates and bollards);
- building fabric internal and external (including inspections, associated fixtures, fittings and flag poles);
- CAD drawing updates;
- compressor and vacuum plant systems;
- CCTV surveying services (drains/ducts);
- domestic hot and cold water systems;
- electrical systems including associated controls and testing (including HV/LV);



- emergency electrical generation plant and equipment systems (including fuel);
- emergency lighting systems;
- external and internal repairs;
- external staircases and fire escapes;
- fresh air distribution systems;
- fixed and portable appliances inspection and testing services;
- gas detection and distribution systems;
- gutters, drainage (internal and external), sewerage and rainwater systems (including manhole inspection and maintenance);
- helpdesk services (including works planning and administration);
- HVAC systems (and associated equipment including fire dampers);
- life safety systems;
- lightning protection systems;
- lighting systems (internal/external);
- locksmith services (excluding furniture keys);
- mechanical and electrical plant systems;
- public health and plumbing systems (including sanitary and drainage waste);
- reactive and planned maintenance services;
- utility meter maintenance (including providing meter readings);
- ventilation extract and exhaust systems (including heat and smoke vents);
- water storage, distribution and treatment systems (hot/cold water systems); and
- water testing and treatment services including legionella testing.

6.3 Standards

6.3.1 General

- 6.3.1.1 The Services shall be provided at all times in accordance with a maintenance regime that complies with all statutory requirements, legislation, regulations and the following standards set out below.

6.3.2 Company Standards, Policies and Procedures

- 6.3.2.1 The Supplier shall comply with all Standards, policies and procedures.

6.3.3 British Standards, Regulations and Approved Codes of Practice



- 6.3.3.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all relevant British Standards.

6.3.4 Other Standards

- 6.3.4.1 Where there is no appropriate British Standard, the Supplier shall provide the Services in accordance with Good Industry Practice.

6.4 Services Specification

6.4.1 Scope of Maintenance

- 6.4.1.1 The Supplier shall provide a professionally managed, comprehensive planned and reactive mechanical, electrical and fabric maintenance service in accordance with the specified Standards and Asset Register (including subsequent updates), to ensure the effective operation and functionality of all items of plant, equipment and building fabric (internal and external) across all Sites.
- 6.4.1.2 The Supplier shall deliver a planned and reactive maintenance service which seeks to actively reduce the risk of reactive repairs and maintenance. The Suppliers planned and reactive services shall include, but shall not be limited to:
 - a) internal and external fabric of the Sites ensuring they are properly and safely maintained and remain functional, safe and operationally sound (in accordance with Appendix B (Fabric Service Standards – Head Office Buildings);
 - b) mechanical and electrical services ensuring they are properly maintained and remain functional, safe and operational; and
 - c) specialist services, ensuring they are properly and safely maintained to remain fully functional, safe and operational.
- 6.4.1.3 The Supplier shall maintain all firmware, front end software and database software upgrades for applicable systems (including updates to reflect system configuration data). The Company shall retain access to all systems software relating to the Sites, to be available for inspection to the Company, or a third party appointed by it, at any time.
- 6.4.1.4 The Supplier shall hold all asset data relevant to the delivery of the Services in the format and hierarchy prescribed by PAS 1192-2, PAS 1192-3 and BIM Protocol, as agreed with the Company.
- 6.4.1.5 The Supplier shall:



- a) prepare a performance monitoring report detailing relevant volume metric data on energy consumption, to be agreed with the Company; and
- b) ensure all Supplier staff are trained on energy improvement initiatives and resources efficiency in accordance with any relevant Standards.

6.4.2 Contract Asset Register

- 6.4.2.1 The Supplier shall propose any relevant changes and updates to the Company ensuring the Asset Register is maintained and up to date at all times prior to the Expiry Date. The Supplier shall ensure that data held in the Asset Register shall be in the format and hierarchy prescribed by PAS 1192-2, PAS 1192-3 and BIM protocol.
- 6.4.2.2 The Company operates a Asset Management system which holds the Company's Asset Register. The Company will control and manage the Asset Register.
- 6.4.2.3 The Supplier shall ensure that all records of testing of Assets required by this specification are accessible by the Company at all times.
- 6.4.2.4 The Supplier shall provide the Company with the Annual Planned Maintenance Schedule.

6.4.3 Asset Changes

- 6.4.3.1 The Supplier shall witness and document the testing and commissioning of new assets and shall add new assets to the Asset Register and Annual Planned Maintenance Schedule within two (2) weeks of the change occurring or at a timescale to be agreed with the Company.
- 6.4.3.2 Upon the discovery of additional assets (excluding assets referred to in paragraph 6.4.3.1), the Supplier shall provide to the Company details of each asset
- 6.4.3.3 Annually one (1) month before each anniversary of the Commencement Date, and also six (6) months before the Expiry Date, the Supplier shall review and submit an updated and revised Asset Register to the Company, taking account of any and all changes to the Site including, but not limited to, any changes to Appendix A (Services Matrix), acquisitions and disposals of Site, additions and disposals of the assets, and warranties and maintenance records within the previous year.
- 6.4.3.4 The Supplier shall maintain additional assets added to the Site by the Company subject to the agreement of a Variation Order submitted to the Company by the Supplier.



6.5 Maintenance Approach

- 6.5.1 The Supplier shall deliver the planned and reactive maintenance Services to the Sites in accordance with Maintenance Approach 1 (as defined in paragraph 6.6 below) for the first 12 months following the Commencement Date.
- 6.5.2 The Supplier shall undertake a review of the Company's assets during the first 12 months following the Commencement Date in accordance with the process set out in paragraphs 6.7, 6.8, 6.9 and 6.10 of this specification. This will include validating assets and highlighting asset information for assets found and not included in the initial Company asset details. The objectives of the review are:
- a) to reduce the cost of Planned and Reactive Services;
 - b) to increase value for money for the Company;
 - c) to improve Asset performance;
 - d) to highlight and capture any missing Assets which require Planned or Reactive maintenance; and
 - e) to deliver improved risk and compliance management.
- 6.5.3 The Supplier shall deliver the planned and reactive maintenance Services to the Sites with effect from the first day of the 13th month following the Commencement Date in accordance with the outputs of Maintenance Approach 2 (as defined in paragraph 6.11 below).

6.6 Maintenance Approach 1 (First 12 Months following the Commencement Date)

- 6.6.1 The Supplier shall carry out the planned maintenance Services and reactive maintenance Services in accordance with a strategy of calendar driven planned preventative maintenance.
- 6.6.2 The Supplier shall undertake the planned maintenance Services in accordance with SFG20 (Standard Maintenance Specification for Building Services) unless otherwise stipulated in Appendix A (Services Matrix) of this specification.
- 6.6.3 The Supplier shall at all times comply with recognised relevant industry guidance and Good Industry Practice. This shall include, but shall not be limited to, the following:
- original equipment manufacturer's recommendations;
 - C.I.B.S.E guidelines;
 - Approved Codes of Practice;
 - Carbon Reduction Commitment Energy Efficiency Scheme;
 - BSRIA guidelines;
 - IET Electrical Guidelines;
 - statutory requirements; and
 - British Standards.
- 6.6.4 The Supplier shall undertake all planned maintenance Services (including planned preventative maintenance Services) in accordance with paragraphs 6.14 (Planned Maintenance Service Delivery) and 6.15 (Planned Preventative Maintenance (PPM) Service Delivery) of



this specification and shall ensure that each activity is completed within the relevant scheduled week.

- 6.6.5 The Supplier shall undertake the reactive maintenance Services in accordance with paragraph 6.16 (Reactive Maintenance Service Delivery) of this specification.
- 6.6.6 In addition to the requirements under this paragraph 6.6, the Supplier shall carry out a review and verification process in accordance with a strategy of Criticality Focused Maintenance (CFM) under paragraph 6.7 below, in which the level of maintenance to be delivered post first 12 months following the Commencement Date matches the service level requirements of the Company based on the CFM review.

6.7 Criticality Focused Maintenance (CFM) Review (First 12 Months)

- 6.7.1 The Supplier shall develop a criticality focused maintenance strategy for the Company to ensure that the appropriate level of maintenance is applied to each asset. This shall include assessment of the application of condition based maintenance techniques to provide a higher level of reliability.
- 6.7.2 The Supplier shall deliver to the Company in the timescales set out in paragraph 6.11.5 below, a failure mode, effects and critically analysis (FMECA) of the Company's Assets to assess the consequence of failure, likelihood of failure and time to failure of each item and provide a criticality rating. The assessment will be in a format to be agreed with the Company and shall be applicable to business critical assets as agreed with the Company.
- 6.7.3 The Supplier's "time to failure" assessment shall concentrate on the time to failure or mean time between failures of each system. The Supplier's score of "likelihood of failure" shall be considered using the condition of the asset and resilience of the system. The Supplier's assessment of "consequence of failure" shall be considered in consultation with the Company and shall consider impact on statutory obligations, current operation, health and safety and core business activities.
- 6.7.4 The Supplier shall deliver to the Company, in the timescales set out in paragraph 4.11.5 below, the Revised Annual Planned Maintenance Schedule to reflect the content of the risk assessment.
- 6.7.5 The Supplier shall provide the Company with a quarterly progress report during the period of the CFM Review.

6.8 Step 1 – Full Asset Validation and Condition Survey to Establish 100% Asset Register and Likelihood of Asset Failure

- 6.8.1 The Supplier shall review and verify the Company's assets during the first 12 months following the Commencement Date, validating current assets and highlighting any assets found and not included within the Company asset Register. The Supplier shall survey all the Company's asset systems to assess their current condition and to consider the likelihood of system failure, the consequence of system failure and the



time to failure of the system. The Supplier's assessment of likelihood of system failure shall be determined using a combination of reliability data for generic items and "engineering judgement" of the asset condition following the site survey.

- 6.8.2 The Supplier shall develop block diagrams showing the system layouts. This shall identify potential points of failure for each system, assist in the development of engineering recommendations for minimising risks to the business from system failure and identify items that are deteriorating faster than would normally be expected.

6.9 Step 2 – Identification of Critical and Non-Critical Assets

- 6.9.1 Working in liaison with the Company, the Supplier shall identify those systems which are business critical and those systems which are not business critical.
- 6.9.2 The Supplier shall undertake a component level review. This shall be undertaken on only those systems where the visual survey described in Step 1 above highlights a business critical system as agreed with the Company.
- 6.9.3 The Supplier shall undertake a review of Maintenance Records and other relevant maintenance data including, but shall not be limited to (and as available for the previous 12 month period):
- planned preventative maintenance schedules (past and present);
 - reactive maintenance records from the Asset Management System (AMS);
 - maintenance log books;
 - discussions with the Company's Representative and the Supplier's Staff undertaking maintenance tasks;
 - sub-contractor reports;
 - helpdesk work orders;
 - customer feedback; and
 - other relevant sources of information.
- 6.9.4 The Supplier shall review any patterns to failures, understand the background to the failures and consider whether changes to the maintenance approach can be made to help avoid similar future failures.
- 6.9.5 The Supplier shall verify that the maintenance frequency and actual work tasks reflect how the Sites are being used in a way that does not exceed or compromise the original design intention, for example, in terms of air conditioning loads, use of plant items, appropriateness of building management system control.



6.10 Step 3 – Completion of Failure Mode, Effects and Criticality Analysis (FMECA) to Identify Consequence of Failure

- 6.10.1 The Supplier shall deliver a FMECA assessment to the Company in accordance with the timescales set out in paragraph 6.11.5 below which shall include the outputs of Steps 1 and 2 above.
- 6.10.2 The Company shall review the FMECA assessment and shall provide feedback to the Supplier within four (4) weeks of receipt.
- 6.10.3 The Supplier shall amend the risk assessment to reflect the Company's feedback and deliver the final risk assessment to the Company by no later than eight (8) weeks after the issue of the draft risk assessment.
- 6.10.4 The Supplier shall make recommendations to assist in reducing the risk to business from plant/system failure. This shall include consideration of additional plant items to improve redundancy, addition of monitoring systems and development of "process" contingency measures, for example, setting up a supply of plant spares for key components.

6.11 Step 4 – Maintenance Strategy 2: Recommended Maintenance Regimes Based on Risk

- 6.11.1 The Supplier shall review the existing maintenance tasks and frequency as set out in the Annual Planned Maintenance Schedule and prepare an updated Annual Planned Maintenance Schedule (the "Revised Annual Planned Maintenance Schedule") to take account of the final risk assessment.
- 6.11.2 The Supplier shall incorporate in the Revised Annual Planned Maintenance Schedule revisions to the frequency of inspection where applicable and shall include, where appropriate, the application of additional condition monitoring to enhance the maintenance regime. The Supplier's Revised Annual Planned Maintenance Schedule shall ensure that the most appropriate maintenance approach is being undertaken to optimise asset performance against cost of maintenance. The Supplier shall seek to reduce maintenance costs where there is no material risk to the Company.
- 6.11.3 The Supplier shall submit the Revised Annual Planned Maintenance Schedule to the Company in accordance with the timescales set out in paragraph 6.11.5 below, together with an updated version of the Schedule 2 – Payment, which shall reflect the implementation of Maintenance Approach 2.
- 6.11.4 Where the implementation of Maintenance Approach 2 results in a reduction in the Contract Price, this shall be implemented through a Variation Order in accordance with Schedule 6 Part A (Contract Variation Procedure).
- 6.11.5 Timescale for Review

The Contractor shall carry out the review to the following timetable:



STEP	TIMESCALE FOR COMPLETION OF CFM (first 12 months following the Commencement Date)
Steps 1 & 2	To be completed by no later than eight (8) months following the Commencement Date.
Step 3	Risk to failure assessment to be issued to the Authority by no later than nine (9) months after the Commencement Date.
Step 4	Revised Annual Planned Maintenance Schedule to be issued to the Authority by no later than ten (10) months after the Commencement Date.

6.12 On-going Review of Criticality Focused Maintenance Implementation (Maintenance Approach 2 - Post First 12 Months following the Commencement Date)

- 6.12.1 The Supplier shall monitor the operation of the criticality focussed maintenance strategy on an on-going basis.
- 6.12.2 The Supplier shall provide the Company's Representative with an annual report of the planned maintenance activities (the "CFM Annual Report") which shall include, but shall not be limited to:
- a review of the performance of assets and the effectiveness of the criticality focused maintenance approach in improving asset performance and availability; and
 - a revised annual planned preventative maintenance plan for the forthcoming year.
- 6.12.3 The Supplier shall submit the first CFM Annual Report by no later than two (2) months prior to the first anniversary of the implementation of Maintenance Approach 2.
- 6.12.4 Thereafter on an annual basis, the Supplier shall review and submit to the Company an updated Annual Planned Maintenance Schedule for the forthcoming year in accordance with paragraph 6.12.1 of this specification
- 6.12.5 The Supplier shall comply with timescales for the on-going submission and review of the Annual Planned Maintenance Schedule set out below:
- a) the Supplier shall submit the CFM Annual Report and the updated Annual Planned Maintenance Schedule to the Company by **1 April** each year;
 - b) the Company shall review the updated Annual Planned Maintenance Schedule and shall provide comments to the Supplier within 30 days of receipt; and
 - c) the Supplier shall incorporate the Company's comments into the Annual Planned Maintenance Schedule and issue the final updated Annual Planned Maintenance Schedule within 30 days of receipt of the Company's comments.
- 6.12.6 In the absence of any communication (in accordance with the above timescales) from the Company regarding the updated Annual Planned



Maintenance Schedule, the Supplier shall submit the final updated Annual Planned Maintenance Schedule in accordance with paragraph 6.15.5 above. This process shall not relieve the Supplier of the requirement to amend the Annual Planned Maintenance Schedule at a later point in time to reflect changes agreed by the Company.

- 6.12.7 Agreement on the part of the Company to the Annual Planned Maintenance Schedule shall not relieve the Supplier of his requirement to meet all service levels set out within Schedule 12 (Performance Measurement Mechanism) of the Contract.

6.13 Annual Maintenance Planning (Maintenance Approach 2 – Post First 12 Months following the Commencement Date)

- 6.13.1 The Supplier shall create, update and issue for the Company's approval the Annual Planned Maintenance Schedule for all Sites no less than 30 days prior to the first anniversary of the Commencement Date based on agreed outcomes of the activities highlighted in paragraphs 6.7, 6.8, 6.9 and 6.10 (Critical Focussed Maintenance) of this specification.
- 6.13.2 The Company shall provide any comments or feedback on the Annual Planned Maintenance Schedule to the Supplier within 30 days.
- 6.13.3 The Supplier shall make the Annual Planned Maintenance Schedule available, in a format to be agreed between the parties, to the Company for inspection by it or a third party appointed by the Company at any time.
- 6.13.4 The Supplier shall provide the Company with a monthly update of the Annual Planned Maintenance Schedule.

6.14 Planned Maintenance Service Delivery

- 6.14.1 The Supplier shall deliver planned maintenance in accordance with the Annual Planned Maintenance Schedule.
- 6.14.2 The Supplier shall notify the Company no less than seven (7) days in advance of any proposed changes to the dates or locations of planned maintenance and shall undertake the planned maintenance on the proposed changed date only if approved in advance by the Company.
- 6.14.3 The Supplier shall adapt the Annual Planned Maintenance Schedule to allow for any Company imposed 'maintenance freeze' periods.
- 6.14.4 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 such faults immediately and shall report the hazard to the Company as soon as practicable but in any case within four (4) hours of making the fault(s) safe.



6.15 Planned Preventative Maintenance (PPM) Service Delivery

- 6.15.1 The Supplier shall deliver a multi-disciplinary PPM service which will ensure the Sites and equipment meet the Standards as set out in this specification and all relevant laws.
- 6.15.2 The maintenance strategy will be a risk based CFM approach in order to reduce cost of ownership of assets and delivery of the Services. Planned maintenance will be carried out to protect critical assets in order to prolong their life. Other non-critical assets are maintained on a reduced maintenance or reactive only basis.
- 6.15.3 Critical assets and non-critical assets are to be defined, detailed and agreed with the Company as set out in paragraph 6.9 above.
- 6.15.4 The Supplier's PPM service shall include, but shall not be limited to:
- a) inspection of internal and external fabric of the Sites to ensure they are properly maintained and remain functional, safe and operationally sound; and
 - b) inspection, testing and servicing of mechanical and electrical plant equipment and systems, to ensure that they remain safe and operational and are compliant with Statutory requirements and Good Industry Practice.
- 6.15.5 The Supplier shall produce and make available to the Company for review:
- a) a detailed PPM Programme for each 12 month period; and
 - b) a 3 year rolling PPM Programme (post first 12 months following the Commencement Date).
- 6.15.6 The Supplier shall produce a monthly PPM report and submit to the Company as part of the monthly reporting package. The PPM report shall include, but shall not be limited to, describing the performance of the previous period, detail and location of forthcoming work to be undertaken and shall clearly identify where activities are anticipated to have a potential impact on Company operations.
- 6.15.7 The Supplier shall carry out and complete all PPM maintenance at agreed times to meet the requirements of this specification and Good Industry Practice.

6.16 Reactive Maintenance Service Delivery

- 6.16.1 The Supplier shall deliver a reactive maintenance service in accordance with the Service Response Times as defined in **Table B** of Schedule 12c to meet the Standards of this specification.
- 6.16.2 Prior to working on certain installations and, where any such work may affect the Company operations, the Supplier shall liaise with the Company to remove the equipment from service.
- 6.16.3 The Supplier shall receive instructions to carry out reactive maintenance from the Company's helpdesk.



- 6.16.4 The Supplier shall attend the Sites and permanently rectify faults. The Supplier shall endeavour to permanently rectify each fault during a single attendance visit but if necessary the Supplier shall make more than one attendance visit to make safe or permanently rectify the fault.
- 6.16.5 At the end of each attendance visit the fault shall be left in a safe condition if it cannot be permanently rectified.
- 6.16.6 The Supplier shall notify the Company's helpdesk when faults have been permanently rectified or made safe.
- 6.16.7 The Supplier shall be responsible for commissioning all replacement plant and equipment. This shall include the procurement, where required, of maintenance manuals and all related documentation within agreed timescales.
- 6.16.8 If, when undertaking planned maintenance, the Supplier discovers the need to undertake remedial works, this shall be treated as a fault. The Supplier shall report the fault to the Company's helpdesk and shall attend and permanently rectify the fault.

6.17 Forward Maintenance Planning

- 6.17.1 The Supplier shall, in conjunction with the Company, prepare the forward maintenance plan (the "Forward Maintenance Plan") it will be the responsibility of the Supplier to highlight items and include within the plan, works proposed to be considered for life cycle replacement. The Company acting reasonably will then review and consider the plan and decide if such proposed works are to be approved. Any associated costs relating to life cycle elements which are the outcome of the Forward Maintenance Plan will be chargeable to the Company and will if approved be instructed as Additional Works in accordance with Schedule 6 Part B (Additional Works) outside of the base contract which the Company shall pay for additional to the base contract. The Supplier shall submit the first Forward Maintenance Plan to the Company by no later than two (2) months after the Commencement Date. The frequency and applicable periods are to be agreed with the Company prior to submission.
- 6.17.2 The Supplier shall update the Forward Maintenance Plan on a continuous basis, throughout the duration of the Contract, and shall submit an up to date copy to the Company two (2) months prior to each anniversary of the Commencement Date.
- 6.17.3 The Supplier shall include in the Forward Maintenance Plan all:-
 - a) outstanding reactive/planned maintenance requirements;
 - b) proposed life cycle replacement works;
 - c) other required works which do not appear on the Annual Planned Maintenance Schedule; and
 - d) enhanced maintenance regime proposed for life cycle replacement works.



6.17.4 The Supplier shall identify the reason for each item appearing on the Forward Maintenance Plan and prioritise each item in terms of:-

- a) impact on health and safety and statutory compliance;
- 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.

6.17.5 The Forward Maintenance Plan shall provide indicative costs for each item, broken down into an appropriate level of detail to assist the Company in planning and budgeting.

6.18 Interfaces with the Company's Third Party Suppliers

6.18.1 The Company shall take overall responsibility for management of interfaces between the Supplier and third party suppliers undertaking maintenance or projects at the Sites. The Supplier shall proactively provide support to the Company in respect of the requirements set out in paragraph 6.18.2 below and when required by the Company. The Supplier shall coordinate and resolve issues on behalf of the Company, including attendance in the event of any issues surrounding interfaces, until these are resolved. 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 assets not in the scope of this specification.

6.18.2 The Supplier's activities shall include, but shall not be limited to:-

- a) arming/disarming life systems and associated elements
- b) bypassing infrastructure components;
- c) training of sub-Suppliers regarding risks associated with accidental service interruption; and
- d) attendance at insurance, statutory and regulatory tests which may be required by law or insurers, in liaison with the Company. Areas subject to these tests are to be defined by the Company.

6.18.3 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

SERVICES MATRIX

The Services Matrix is the document titled Lot 3.3 (M&E and Fabric) - Schedule 3 - Appendix A - Services Matrix and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM)



APPENDIX B

(FABRIC SERVICE STANDARDS - HEAD OFFICE BUILDINGS)

(Supplier to ensure any elements highlighted within this Appendix B which are replaced at any time during the delivery of Services are replaced by an element of the same or better quality as the element being replaced).

Element	Standard
Building Fabric – External Including: <ul style="list-style-type: none"> Balconies Barriers, gates and fencing Eaves (including balustrades hand rails and railings) External walls Fire escapes Rendering Roof (including drainage) Walkways 	<ul style="list-style-type: none"> All building fabric elements, finishes and equipment including related services systems components to be operational, functional and maintained in accordance with Good Industry Practice. Sound secure and weather proof, free from damp penetration and spalling. Claddings, copings and parapets periodically visually inspected to ensure are structurally sound and secure. Free from debris and moss/vegetation growth.
Building Fabric – Internal Including: <ul style="list-style-type: none"> Ceilings Internal walls Partitions 	<ul style="list-style-type: none"> All building fabric elements, finishes and equipment including related services systems components to be operational, functional and maintained in accordance with Good Industry Practice. Free from structural defects and damp penetration.
Fixtures and Fittings Including: <ul style="list-style-type: none"> Balustrades Cupboards Doors - external/internal and fire (including closers, kick plates, touch plates and floor springs). Hatches Ironmongery Notice boards Magnetic door holders Fire seals Glazing panels Windows and cills Vents 	<ul style="list-style-type: none"> Functional and operates as intended in a safe manner without any staining on hinges, locks and handles. Without binding, rubbing or catching in anyway. Functioning as intended and free from all but minor surface blemishes and wear and tear. All luminescent strips, signs, notices, warning signs are where appropriate intact, legible and illuminated as intended.
Floor coverings and finishes (including floor	<ul style="list-style-type: none"> Floor coverings and finishes are complete,

Element	Standard
boxes).	<p>fully fixed and not causing a health and safety hazard.</p> <ul style="list-style-type: none"> • All floor coverings to remain free from trip hazards.
Stairs and stairwells	<ul style="list-style-type: none"> • All nosing and treat finishes should remain as constructed with any loose finished replaced or repaired. • All balustrades should be adequately anchored and the correct number of spindles in place. The handrails should be continuous and firmly fixed at all times. • Any repairs to be like for like basis with no obvious change to the basic dimensions of the treads/risers or design of balustrade or handrail.
<p>Applicable to areas as defined within Appendix A – the Service Matrix (High Profile Areas):</p> <p>Decorative finishes (including paintwork, fabric and special finishes applied to walls, ceilings, woodwork, metal work and other visual elements).</p>	<ul style="list-style-type: none"> • All decorative finishes are complete and according to their specification, free from undue wear and tear and reasonably free from all but minor surface blemishes. • Free from surface degradation and maintained in accordance with Good Industry Practice.
Handyperson Services	<ul style="list-style-type: none"> • Including but not limited to internal and external reactive fabric maintenance services, first line maintenance of fixtures and fittings (including notice boards and pictures), maintenance of doors, door handles, locks, minor repairs as a temporary measure, minor plumbing and carpentry repairs, fixing of safety hazards and minor painting decorating services.

APPENDIX C

ASSET REPORTING REQUIREMENTS

To be provided by the Company within 6 weeks of the Commencement Date.
Provision of the Asset Reporting Requirements shall not constitute a variation and the Supplier shall not be entitled to any adjustment to the Target Cost or relief from its obligations or Abatements as a result of such provision by the Company.



SCHEDULE 4: PROGRAMME

The Supplier shall show on each update to the Programme (which shall subsequently become the Programme after acceptance by the Company's Representative):

(1) the starting date, access dates, key dates and Expiry Date;

Services Commencement Date - please refer to Schedule 1

Expiry Date – please refer to Schedule 1

(2) the order and timing of operations which the Supplier plans to do in order to provide the Services;

Operations will be undertaken in accordance with Schedule 3, Schedule 21 Appendix 2 and Schedule 18, Mobilisation

(3) the order and timing of the work of the Company and others as last agreed with them by the Supplier or, if not so agreed, as stated in the Specification;

Services will be undertaken in accordance with Schedule 3

(4) the dates when the Supplier plans to meet each condition stated for any key dates and to complete other work needed to allow the Supplier and others to do their work;

Services will be completed on 24th June 2022 or pursuant to Clause 2

(5) provisions for float, time risk allowances and environmental and health and safety requirements;

Provisions have been made as part of the annual programme of works

(6) the dates when, in order to provide the Services in accordance with its programme, the Supplier needs:

(a) access to a part of the Site if later than its access date;

(b) acceptances;

(c) plant and materials and other things to be provided by the Company; and

(d) information from others.

Services will be undertaken in accordance with Schedule 3

(7) for each operation, a statement of how the Supplier plans to do the work identifying the principal equipment and other resources which it intends to use;

Contained within Schedule 21 Appendix 2

(8) for each operation, a cost-loaded programme showing the forecast resources required for that operation;

Contained within Schedule 2

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(9) its access requirements in accordance with the Specification; and

Access shall be managed in accordance with Clause 22

(10) other information which the Specification requires the Supplier to show on a programme submitted for acceptance.

SCHEDULE 5: NOT USED

SCHEDULE 6: CONTRACT VARIATION PROCEDURE AND ADDITIONAL WORKS

PART A – CONTRACT VARIATION PROCEDURE

1. Without prejudice to paragraph 3 below, the cost of any Variation Order shall be agreed between the Parties taking account of the reasons why the Variation Order was required.
2. The Company may propose a variation by completing Appendix 1 (Form of Variation Proposal/ Order) of this Part A and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each Party by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a “Variation Order”) and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
3. For the avoidance of doubt, the Supplier shall carry out the variation in accordance with the Variation Order on the terms determined by the Company and such variation shall commence no later than five (5) Working Days (unless otherwise instructed by the Company) following receipt of the signed Variation Order by the Supplier. Where the terms are not agreed by the Supplier, or where the Supplier fails to provide Part B of the Variation Proposal to the Company within the timescales set out in paragraph 2 above, the variation shall be deemed to be agreed and the Supplier shall proceed, at the request of the Company, to implement the variation in accordance with the specified terms within five (5) Working Days (unless otherwise instructed by the Company) of receipt of the original Variation Proposal by the Supplier. Where such Variation Order is disputed by the Supplier, the Supplier may refer this to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure) but is required to implement the variation pending the outcome of the Dispute.
4. The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a “Variation Order”) and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
5. The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
6. In all Variation Proposals, the Supplier shall ensure that:
 - 6.1 the price indicated by the Supplier must be the full price and shall cover all costs associated with the variation;
 - 6.2 if appropriate a range of prices is shown corresponding to the extent of the Services to be carried out;

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- 6.3 the Variation Proposal details the effect, if any, on the Target Cost, reasonably incurred by the Supplier as a direct consequence of the Variation;
- 6.4 the Variation Proposal details the build-up to assessed effect (if any) on the Target Cost using a quantified Defined Cost estimate;
- 6.5 the Variation Proposal details the effect on the current Target Cost Breakdown and the Target Cost by submitting a new Target Cost Breakdown and new tables showing the proportion of Target Cost by Period and by Contract Year; and
- 6.6 the Variation Proposal includes such further information as may reasonably be required by the Company.
7. In an Emergency, both Parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
8. The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
9. All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2 (Payment).
10. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of this Contract, including but not limited to, the Specification and the Programme.
11. Strict adherence to the procedure described in this Schedule 6 Part A shall be a condition precedent to any addition to the Target Cost or amounts payable to the Supplier for the Services. If the Supplier does not adhere to each paragraph in this Schedule 6 Part A then the Supplier shall not be entitled to any addition to the Target Cost or amounts payable to the Supplier notwithstanding that the Supplier may have supplied additional or varied Services.

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APPENDIX 1: FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:	From:
------------	--------------

Contract Reference:

Variation Number:

Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)

Description of change:

Reason for changes and impact (if any) on Contract:

Variation Proposal Authorised by:

Proposal Date:

PART B (TO BE COMPLETED BY THE SUPPLIER)

Price Breakdown

Note: If a further breakdown is needed please append details as a separate sheet.

Expected Delivery Date:

Supplier's Representative:

Print Name:

Signature:

Date:

Completed document to be returned to the Company's Representative

PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)

Comment on Parts A and B:

Variation Authorisation

Company's Representative:

Print Name:

Signature:

Date:

PART B – ADDITIONAL WORKS

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 1

Definitions

Additional Works means the provision, on a temporary and/or ad hoc basis, of any additional:

- (a) asset replacement or other remedial works or minor works; and/or
- (b) labour, in excess of any of the quantities set out in the Specification, to provide services which relate to the type and nature of the general scope of the Services but which are outside of the specific scope of the Services;

Additional Works Notice means a request for Additional Works from the Company that states on its face that it is an Additional Works Notice;

Additional Works Rates means the rates to be applied in respect of any request from the Company for Additional Works as contained in Schedule 2 (Payment);

Revised Additional Works Notice has the meaning given to it in paragraph 2.4 of Part 2 of this Schedule 6 Part B.

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 2

Additional Works

1. Additional Works Notice

- 1.1 Where Additional Works are required by the Company, the Company shall submit to the Supplier an Additional Works Notice.

2. Supplier Response and Company Confirmation

- 2.1 Within five (5) Working Days of receipt of the Additional Works Notice, the Supplier shall confirm in writing to the Company as relevant and in accordance with this Part 2:

2.1.1 the cost of performing the required Additional Works;

2.1.2 the time period for performing the Additional Works; and

2.1.3 when it is proposed the Additional Works are to be carried out.

- 2.2 The cost of implementing the required Additional Works shall be calculated by reference to paragraph 3 of this Part 2.

- 2.3 Other than the costs referred to in paragraph 2.2 of this Part 2 the Supplier shall make no charge to the Company for processing, implementing or managing Additional Works.

- 2.4 The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 2.1 of this Part 2 to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Works are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days (unless otherwise instructed by the Company), the Company shall have sole discretion to determine the terms and such terms shall be notified to the Supplier in a revised Additional Works Notice (the "Revised Additional Works Notice").

- 2.5 Where the Company accepts the information provided by the Supplier pursuant to paragraph 2.1 and following receipt of an instruction by the Company to proceed with the Additional Works, the Supplier shall then carry out the Additional Works in accordance with the agreed Additional Works Notice or Revised Additional Works Notice (as applicable).

- 2.6 Notwithstanding the right of the Supplier to refer a Dispute in relation to an Additional Works Notice to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure), in the event of a Dispute, the Supplier is required to implement the Additional Works pending the outcome

of the Dispute.

3. Pricing of Additional Works

For the purposes of paragraph 2.2 of this Part 2, the cost of implementing any Additional Works shall be calculated in accordance with the calculation set out in Schedule 2 (Payment) and on the basis that:

- 3.1 wherever practicable the Supplier shall procure that such works are carried out by existing on-site and suitably qualified Supplier Personnel and no labour element shall be charged to the Company in respect of such works. Where such Additional Works are not carried out by existing on-site and suitably qualified Supplier Personnel, the cost of the labour element shall be calculated in accordance with the Additional Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable; and
- 3.2 subject to paragraph 3.3, the materials element shall be charged at the cost of materials to the Supplier or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto; and
- 3.3 an uplift of [REDACTED] shall be payable by the Company to the Supplier in respect of the Additional Works.

4. Implementation

- 4.1 The Supplier shall perform the required Additional Works so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 2.1 of this Part 2 (or agreed by the parties pursuant to paragraph 2.4 of this Part 2).
- 4.2 The Supplier shall notify the Company when it believes the Additional Works have been completed.
- 4.3 Where the Supplier has either:
 - 4.3.1 failed to provide a response pursuant to paragraph 2.1 of this Part 2; or
 - 4.3.2 failed to fully implement the Additional Works within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 4.1 of this Part 2 as being the date on which the Additional Works should have been implemented,

then the Company shall be entitled to exercise its rights pursuant to Schedule 12 (Performance Measurement).

5. Payment

- 5.1 Where the Additional Works have been performed to the satisfaction of the Company acting reasonably the Supplier shall include the costs of the relevant Additional Works in its next following Payment Application submitted

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pursuant to Clause 18.1 following completion of the relevant Additional Works.

- 5.2 All amounts payable in respect of Additional Works shall be invoiced and paid in accordance with the procedure described in Clause 18 of this Contract.

6. Documentation and Monitoring

- 6.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Works unless otherwise agreed between the parties.
- 6.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Works, save for the encompassing of the subject matter of the Additional Works within the Specification.
- 6.3 The Supplier shall keep a record of all Additional Works processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

7. Disputes

Any Dispute may be referred by either party for resolution pursuant to Schedule 14 (Dispute Resolution Procedure), but the Supplier shall, nevertheless, be required to perform the Additional Works within the prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Works.

8. Applicability of the Contract

In providing the Additional Works, the Supplier shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Supplier in respect of the provision of the Services shall apply equally to the provision of the Additional Works.

SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

PART A: HEALTH & SAFETY

1. Summary
2. Non-LUL Health & Safety
3. Not Used

PART B: QUALITY

PART C: ENVIRONMENTAL REQUIREMENTS

SCHEDULE 7 PART A: HEALTH & SAFETY

1. SUMMARY

1.1 POLICY

At all times the Supplier shall have and shall maintain an appropriate health and safety policy ("Health & Safety Policy") which outlines a commitment to the prevention of injury, ill health and continual improvement by establishing, implementing and maintaining a programme for achieving its objectives which includes:

- Designation of responsibility and authority for achieving objectives at relevant functions and levels
- The means and time-frame by which the objectives are to be achieved
- The objectives shall include commitments to the prevention of injury and ill health, compliance with applicable legal requirements and with other requirements to which the organization subscribes, and to continual improvement

The Supplier shall demonstrate commitment by ensuring the availability of resources essential to establish, implement, maintain and improve occupational health and safety.

1.2 ORGANISATION

1.2.1 Control

The Supplier shall define roles and allocate responsibilities and accountabilities to facilitate effective health and safety management and shall ensure that persons in the workplace take responsibility and are accountable for the aspects of occupational safety and health over which they have control.

1.2.2 Competency and Training

The Supplier shall ensure that any persons under its control are competent on the basis of appropriate education, training or experience. It shall provide training or take other action to meet these needs, evaluate the effectiveness of the training or action taken, and retain associated records.

The Supplier shall designate sufficient competent staff, subject to the approval of the Company's Representative or designated deputy, to support the Supplier to assist him them in undertaking the measures they need to take to comply with the requirements and prohibitions imposed upon them by or under the relevant statutory provisions as detailed in the Management of Health and Safety at Work Regulations 1999 regulation 7 or any subsequent amendments.

As a guide, the level of competency can be assumed to be a higher (Diploma level) qualification accredited by the Qualifications and Curriculum Authority or the Scottish Qualifications Authority.

1.2.3 Communication and Consultation

The Supplier shall establish, implement and maintain procedures for effective communication both internally and with other suppliers, visitors and interested parties.

The Supplier shall establish, implement and maintain a procedure for the participation of workers in respect of hazard identification, incident investigation and development and review of health and safety policies and objectives.

The Supplier shall consult and ensure workers are represented on occupational health and safety matters. Workers shall be informed about their participation arrangements, including who is their representative.

1.3 ARRANGEMENTS FOR ASSESSING AND MANAGING RISK

1.3.1 The Supplier shall issue health and safety procedures and associated documentation, the format and content of all documentation and procedures being subject to approval of the Company.

1.3.2 The Supplier shall establish, implement and maintain a procedure for the ongoing hazard identification, risk assessment, and determination of necessary controls. The Supplier's methodology for hazard identification and risk assessment shall be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive and provide for the identification, prioritization and documentation of risks and the application of controls. They shall be:

- When determining controls, the Principles of Prevention (detailed in the Management of Health and Safety at Work Regulations 1999, regulation 4) should be applied
- The contractor shall document the significant risks and display the assessment and method statement at point of works.
- The Supplier shall keep the results of hazard identification, risk assessments and control measures up-to-date

1.3.3 The Supplier personnel and any sub-contracted personnel shall hold a current and approved health and safety certification (for example an approved industry certification such as the CSCS card) in order to undertake works on any part of the TfL Network and Sites. The Supplier shall appoint a person with overall responsibility for managing health and safety when undertaking operational maintenance activities and other associated property works including verification and certification works and the operation of a permit to work system.

1.4 MONITORING AND REVIEW

The Supplier shall review their safety management system at regular and planned intervals, and adjusted as necessary, to ensure that the objectives set in the Supplier's Health & Safety Policy are achieved.

1.4.1 The Supplier shall develop implement and maintain monitoring and measuring processes including but not limited to:

- Independent auditing
- Workplace inspections
- Regular meetings and communications at all levels
- Feedback to staff regarding health and safety concerns

1.4.2 Incident Investigation

The Supplier shall establish, implement and maintain a procedure to record, investigate and analyse safety incidents in order to:

- Determine the root cause of the incident (management failings) and the subsequent underlying occupational health and safety deficiencies/other factors that contributed to the incident
- Identify the need for corrective and preventative action and opportunities for continual improvement
- All incidents occurring on TfL premises are to be reported to the Company using the TfL Accident and Incident Reporting Systems
- In respect of serious incidents which have (or could have) resulted in significant injury or property damage and those incidents where enforcement authorities are involved or have been informed, the Supplier shall ensure that procedures exist to ensure that TfL are informed immediately
- The results of incident investigations shall be documented and maintained and reported to TfL at least quarterly
- The Supplier will fully cooperate and liaise with the Company's Representative and any other parties regarding investigation into incidents in compliance with the Company's requirements.

1.4.3 The Company reserves the right to stop any works, operations or actions of the Supplier's personnel or sub-contractors, if in the opinion of the Company or his representative, the manner in which these are being undertaken constitutes a risk to the safety and or health of persons or damage to property.

1.4.4 When establishing and reviewing its objectives, the Supplier shall consider its technological options, its financial, operational and business requirements, and the views of relevant interested parties.

1.5 AUDIT

- 1.5.1 The Supplier shall ensure that all processes in respect of safety and health are in place during the life of the contract are documented and made available for inspection and/or audit by the Company or its representatives at all times.
- 1.5.2 The Company shall have the right to conduct or commission an audit of the Suppliers' health, safety, quality, and environmental management system and activities at any time.

SCHEDULE 7 PART A: HEALTH AND SAFETY

2. NON-LUL HEALTH & SAFETY

Facilities Management Contract: Non LUL locations, including Surface Transport and TfL Head Office locations- Health and Safety Contract Conditions

Issue no.:	A1		Issue date:	April 2016
			Review date:	April 2018

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Purpose

The purpose of the TfL Surface Transport and non-LUL locations Health and Safety Contract Conditions (the “HSCC”) is to control risk down the supply chain for contracted work on TfL Network property or other TfL premises under the remit of Surface Transport and TfL Head Offices.

Note: The requirements detailed are in addition to legislative requirements, British and European standards and industry good practice.

1 Scope

This HSCC applies to facilities management works, activities or services supplied to Company which take place on Company Operational Property or other premises under the management of Surface Transport which affect/impact upon the operation of the Company network. The Company determines the relevant conditions on the basis of risk associated with the works, activities or Services being undertaken.

2 Roles and Responsibilities

2.1 The Company

The Company shall:

- 1) be responsible for ensuring the requirements outlined in the HSCC are managed in all contracts where they are applicable; and
- 2) identify the point of contact that will represent the Company.

This representative shall be responsible for ensuring compliance with the Company's requirements. This work may be amalgamated within other, recognised roles within the Company.

2.2 The Supplier

The Supplier shall be responsible for managing the activity of the Supplier and their supply chain so that compliance with the HSCC is achieved.

The Supplier shall:

- 1) be responsible for satisfying HSCC requirements applicable to the works;
- 2) have or develop a comprehensive knowledge of the HSCC;
- 3) have or develop an understanding of how “works” can impact on the Surface Transport network, and non-LUL locations, including the Company's staff, customers and assets;
- 4) ensure that all suppliers forming part of the supply chain (sub-contractors), including nominated Company contractors, comply with all applicable HSCC; and
- 5) upon Contract Award, identify the point of contact who will represent the Supplier and their supply chain, where applicable.

This representative shall assure the Company that full compliance with the HSCC is being achieved by the Supplier and its supply chain, where applicable. This work may be amalgamated within other, recognised roles within the Supplier.

Note: The intention is to accommodate this work within the Supplier's delivery team without creating a specific role. The point of contact should be a co-ordination function.

3 Arrangements for the Management of Health and Safety Risks

The Supplier shall develop and document arrangements for managing health and safety risks. The Supplier shall:

- 1) ensure that the arrangements demonstrate the approach and structure of the health and safety management to be employed in performance of the Contract; and
- 2) maintain and periodically review the arrangements and forward amendments to the Company.

4 Supplier's Selection of Sub-Contractors

The Supplier shall ensure that its procurement management system evaluates and selects Sub-Contractors not solely on the basis of cost, but also for their health and safety knowledge, skills, experience and their ability to meet the Company's requirements. The Supplier shall provide, with their tender, details of the basis for the selection of all proposed Sub-Contractors and how they are selected.

5 Construction Design and Management Regulations (CDM) 2015

See Clause 29 of the Contract.

6 Emergency Plan

Where the Supplier has control of a Site or enclosed/segregated area, the Supplier shall prepare emergency plans (being a document setting out a planned and co-ordinated response to a sudden hazardous occurrence or danger, which requires immediate action) relating to fire and other health, safety and environmental emergencies and ensure that all Supplier Personnel are aware of the arrangements set out therein. The emergency plan shall define the arrangements, procedures and measures that will be implemented to eliminate or minimise the identified hazards, and the potential hazards, including those specified by the Company. The emergency plan shall:

- 1) clearly state the procedures to be adopted for each emergency;
- 2) list the duties and responsibilities of member of Supplier Personnel on Site;
- 3) identify a party with responsibility for liaison with the emergency services; and
- 4) include the names and telephone numbers of the Supplier Personnel (including mobile telephones if applicable) who can organise or assist with emergency action (including safety, fire or environment) in the event of an incident occurring on the Site outside normal working hours or when the Supplier is absent from the Site.

All such plans shall reflect and be complementary to the local Company evacuation procedures for the location.

The emergency plan shall be kept on Site along with any other documents, posters or notices required by law or directed by the Company. Where the works, activities or Services being provided is carried out on an "ad-hoc" basis, e.g. fault repair, the emergency plan shall always be available on Site while work is in progress. The Supplier shall provide the Company with a copy of the emergency plan.

Where the Supplier is working within a non-enclosed/unsegregated area under the management of the Company, the Supplier shall ensure that all Supplier Personnel are made aware of and comply with the emergency arrangements for the Site.

7 Risk Assessments and Method Statements

The Supplier is free to use its own format for risk assessments and method statements.

The Supplier shall provide the Company with a schedule of risk assessments and method statements 21 days prior to the Commencement Date. This shall include risk assessments for any chemical being used. The Company shall notify the Supplier within seven (7) days of any risk assessments or method statements that the Company wishes to review.

In the event of any changes or additions to the documentation referenced in the schedule of risk assessments, a revised schedule of risk assessments shall be provided to the Company 21 days in advance of the application of the new or revised arrangements.

8 Health, Safety and Environment File

The Company shall provide information and any other stored health and safety information on the known or potential hazards and risks that are present at a location. The Supplier shall supply the information to any party requesting it who is either engaged or potentially involved in work at that location and shall provide the Company with all relevant information to ensure that any health, safety and environment file is adequately maintained.

9 Pre-start Company Health, Safety and Environment Meeting

The Company shall determine the need for a specific pre-start health, safety and environment meeting. Where required, the Company shall invite (as appropriate) representatives from the London Fire and Emergency Planning Authority (LFEPA), the Supplier's Representative, Supplier Site representatives and any specialist representatives to attend a pre-start meeting, such as a representative from the Company Enforcement and On-Street Services team to discuss work likely to affect passenger or traffic flow, crime prevention and general security.

10 Supplier's Site Induction

The Supplier shall ensure that Supplier Personnel and any visitors to the Site are made aware of the Supplier's health, safety and environmental requirements specified in the Contract relevant to Site safety.

11 Supervision

The Supplier shall submit to the Company details of the Supplier's proposed level of supervision of activities or works on Site.

12 Access to Health and Safety Advice and Support

The Supplier shall provide the name, contact details and evidence of competence of the health and safety advisor appointed to support the Contract.

13 Provision of Health and Safety Performance Information

The Supplier shall provide health and safety performance data in accordance with the requirements and timescales notified by the Company. This information may include, but shall not be limited to, incidents, hours worked and results of monitoring activities, relating to its own organisation and any Sub-Contractors employed pursuant to the Contract.

14 Supplier Personnel Requirements

14.1 Behaviours

14.1.1 General

The Supplier shall take appropriate actions to prevent and eliminate unacceptable behaviour or conduct. The Supplier shall comply with Site rules and the instructions of Company employees or representatives, where these do not conflict with the health and safety of staff or safe operation of the property/infrastructure. The Company reserves the right to object to and (where appropriate) immediately expel any of the Supplier Personnel or supply chain employed on the works.

14.1.2 Alcohol and drugs

Supplier Personnel are prohibited from consuming alcoholic drinks or consuming or using drugs at work, or from being under the influence of alcohol, drugs or other substances that might impair the proper performance of their duties on the Sites or Company infrastructure. Drugs prescribed by a medical practitioner shall be assessed for their impact on the safe completion of tasks and compatibility with the working environment.

14.1.3 Smoking

Supplier Personnel are prohibited from smoking on the Sites, including the use of e-cigarettes or vaping devices.

14.2 English language

The default language for all Supplier Personnel and Services to the Company shall be English and this requirement shall extend to:

- 1) oral communications; and

- 2) all written communications and instructions including any training or technical material provided by any Supplier following the modification, renewal or replacement of any asset.

Those Supplier Personnel that have responsibility for managing the Contract whilst working on the Sites or Company infrastructure shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

The Supplier shall ensure that an English speaking supervisor is present during works at all Sites/Company infrastructure.

The Company may permit the presence of Supplier Personnel who are not competent in the English language provided that the Supplier can demonstrate to the satisfaction of the Company that:

- 1) such Supplier Personnel will receive the required safety training/briefing (including any emergency procedures) before commencing work pursuant to the Contract; and
- 2) the Supplier shall make appropriate arrangements to ensure that instructions are effectively communicated to, and understood by, all such Supplier Personnel.

15 Competence

15.1 General Competence Requirements

The Supplier shall ensure that all Supplier Personnel and those of its appointed supply chain have the necessary knowledge, skills and experience and are fully aware of the HSCC and the controls and processes to manage the risks pertinent to both the Services and individual staff roles. This shall include, but shall not be limited to, the following:

- a) H&S advisors to have Chartered H&S status;
- b) members of the management team to hold IOSH Managing Safety (or equivalent); and
- c) supervisory Supplier Personnel to hold IOSH Working Safety (or equivalent).

The Supplier shall provide, at the Commencement Date and thereafter maintain, a matrix of training certification and competencies for all parties delivering the Contract.

The Supplier shall:

- 1) hold a record of all licences, permits and certificates issued to Supplier Personnel;
- 2) allow sufficient time to ensure that Supplier Personnel are properly trained and registered before performing Services under the Contract; and
- 3) ensure that evidence of licences, permits, certificates and other training are available at the relevant Site, or in the case of mobile workers, in their vehicles.

If Supplier Personnel fail to produce the required licences when requested to do so by any member of the Company's staff, they shall be required to leave the Site(s) immediately. No cost or delay incurred by the Supplier as a result of such a failure will be accepted by the Company.

15.2 Asset Specific Competence

Suppliers shall demonstrate to the Company the competency to perform works on specific assets as required by the governing standards.

15.3 Company Specific Permits and Licences

Where licences or permits are required, the Supplier shall ensure these are prominently displayed at all times during performance of the Services and in a position and manner approved by the Company. If the licence or permit is defaced, removed or obstructed without authority, the Supplier shall apply for it to be replaced immediately (at its own cost).

The Supplier shall apply for permits, licences, closures or authorisations to the Company in accordance with the timescales associated with the specific permit, licence or authorisation requested, or at least 14 days prior to the proposed commencement date, whichever is greater.

Permits, certificates and licences are issued on an individual basis and are not transferable to other persons or organisations. If any of these documents are lost or damaged, the Supplier must advise the Company as a matter of urgency.

16 Identification of Supplier Personnel

Supplier Personnel shall carry a means of identification displaying their name, photograph and their employing company's name at all times, and for Sub-Contractors, this shall also include the Supplier's name.

Supplier Personnel shall wear high visibility clothing, which carries the Supplier's name, at all times when on the Sites or on or about the Company's network.

Where, following a risk assessment, the wearing of a separate high visibility garment could produce a risk of personal injury, the Supplier shall agree other arrangements with the Company's Representative to ensure that Supplier Personnel are easily identified.

17 Clothing

The Supplier shall not wear any garment or article that impedes their vision or hearing when working on the Sites/Company's infrastructure, unless required as part of a safe system of work, such as hearing protection.

The wearing of hats, clothing with hoods and any other headwear is prohibited when working on the Sites/Company's infrastructure, with the exception of:

- 1) hoods or headwear required as PPE in response of a risk assessment; and
- 2) headwear specifically designed:

- to be compatible with PPE; **and**
- not to impede vision or hearing.

18 Not used.

19 First Aid

The Supplier shall make its own first aid arrangements.

20 Access

20.1 General Access Requirement for Locations and Buildings

A minimum of 72 hours' notice shall be given by the Supplier to the Company's Representative in order to gain access to the Sites.

20.2 Shared Access

There may be instances where the Supplier cannot have sole occupation of a Site. In such circumstances, the Company shall facilitate a discussion between the relevant parties and shall reach a working agreement with the relevant parties.

20.3 Access to Location Under the Control of a Principal Contractor

Where access is required to a location under the control of a Principal Contractor (as defined in the CDM Regulations), arrangements shall be made via the Company's Representative. The Supplier shall comply with the Principal Contractor's access requirements, site rules and PPE requirements. The Supplier shall provide the Principal Contractor with the risk assessments and method statements for the activities being undertaken within the area under the Principal Contractor's control.

20.4 Access to Secure Rooms

Requests for access to secure rooms shall be requested via the Company's Representative. All equipment within such rooms must be protected by a dust-proof screening. The Supplier shall not use such rooms as stores or workrooms.

20.5 Entering areas with gaseous fire suppression systems

Certain rooms on the Sites are currently fitted with a gaseous fire protection system. The Supplier shall not enter these rooms without the Company's Representative's prior approval.

20.6 Controls at Point of Access

The Supplier must be prepared to show evidence of:

- 1) any required authorisation, certificates and licences (as appropriate);
- 2) appropriate Personal Protective Equipment (PPE);
- 3) the relevant health, safety and environment arrangements and safe systems of work; and

- 4) risk assessments, including Safety Data Sheets for any chemicals to be used or stored on a Site.

21 Incidents

21.1 Incident Management

The Supplier shall have contingency plans and remedial measures for incidents, including provision of support for individuals experiencing trauma as a consequence of an incident.

21.2 Notification and Reporting of Incidents

The Company shall be notified as soon as practicable of incidents which:

- 1) affected or could have affected the Company's employees, customers, or other parties affected by the Company's operations; or
- 2) occurred within the boundary of the Sites or Company infrastructure or affected the Company's operations.

To whom notification shall be made shall be agreed with the Company via the Company's Representative. The Supplier may make initial notification verbally.

The Supplier shall provide the Company with a written incident report within 24 hours of the incident occurring.

21.3 Accidental Damage, Obstruction or Interference with Assets

Should any damage occur to an asset, the Supplier shall immediately report the damage to the Company's Representative on Site (where available) or to the Company's Representative for the Contract.

The Supplier is not permitted to rectify the damage for works out of scope without authorisation from the Company, as this may increase the risk of a consequential incident.

21.4 Notification to Regulatory Bodies

The Supplier shall directly notify the Health and Safety Executive ("HSE"), where required under the Reporting of Injuries, Diseases or Dangerous Occurrences Regulations ("RIDDOR"), of incidents related to the Company's business which:

- 1) involved Supplier Personnel; or
- 2) occurred outside the boundary of a Site/Company's infrastructure.

Such notification shall be made within the time-scale and by the means specified by the relevant regulator.

21.5 Incident Investigation

The Supplier shall ensure that all incidents are subject to an appropriate investigation by a competent person. The investigation shall:

- 1) identify the immediate cause(s) of the incident;
- 2) identify the root cause(s) of significant incidents;
- 3) identify and implement actions to minimise the risk of recurrence; and
- 4) provide a record of the key findings and recommendations of the investigation.

Suppliers shall provide copies of the incident investigation report and details of the actions being taken to prevent recurrence to the Company as soon as reasonably practicable.

The Supplier shall cooperate with any Company investigation undertaken in relation to the incident(s).

21.6 Notification of Regulatory Concern or Action

The Supplier shall notify the Company of any regulatory concern or action related to the performance of the Services no later than by the end of the following Working Day. The notification shall include a description of the concern or action, the response and any additional information to aid understanding. Copies of any communication made in connection with the regulatory concern or action shall also be provided by the Supplier.

22 Monitoring

22.1 Health, Safety and Environmental Surveillance by Supplier Personnel

The Supplier shall submit to the Company details of the Supplier's proposed level of Site health, safety and environmental surveillance, together with the nomination of health, safety and environmental supervisors and officers who will have an overview of all Site health, safety and environmental matters. Such details shall include outline arrangements for:

- 1) safety tours and detailed safety inspections; and
- 2) the auditing of Site activities to ensure that the correct health, safety and environmental management procedures are being followed.

22.2 Monitoring of Supplier Personnel

The Supplier shall monitor the performance of Supplier Personnel or other parties within its supply chain and ensure that the results are used to:

- 1) control their activities; and
- 2) assess its suitability for future works.

These results (records) shall be made available to the Company upon request.

22.3 Company Inspection and Audit of Services Locations

The Supplier shall provide full and free access to the Company for the purpose of carrying out audits and Site inspections to monitor compliance with the HSCC.

The Company may at any time undertake inspection of the equipment and audit or check any aspect of the Supplier's performance of the Contract. The Company shall inform the Supplier of the objective of any audit prior to its commencement.

The Supplier shall promptly provide all reasonable co-operation to the Company in relation to any inspection, audit or check, including, but not limited to:

- 1) granting access to any Site, equipment, plant, machinery or systems used in the Supplier's performance of the Contract, or where such Site, equipment, plant, machinery or systems are not the Supplier's own, using reasonable endeavours to procure such access;
- 2) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and alteration to data during the audit;
- 3) making any contracts, other documents and records referred to in the HSCC available for inspection; and
- 4) providing a reasonable number of copies of any contracts, other documents and records referred to in the HSCC, required by the auditor, or granting copying facilities to the auditor for the purposes of making such copies.

The Company shall have the right to carry out such inspections or audits, as it considers necessary. The Supplier shall make available, at the Supplier's own cost, any of its specialist Supplier Personnel as may be agreed necessary for the performance of such inspections or audits carried out by the Company.

The Supplier shall work closely and co-operate fully with the Company and Company staff on matters of health, safety and environment. The Supplier shall fully and unreservedly accept that responsibility for the safety of the Services and works rests with the Supplier. The participation of Company staff or their agents in inspections and audits does not in any way absolve the Supplier from that responsibility.

22.4 Timescales for Rectifying Non-Compliances

The Company and the Supplier shall agree a reasonable timescale for rectifying any non-conformances or sub-standard conditions that are identified during any audit or inspection.

23 Site Health, Safety and Environment Committee

The Company shall consider whether or not there is the need for a separate health and safety meeting, and consideration shall include the size and extent of the works and also the level of risk involved.

Where required, the Supplier's health and safety officer(s) or designated representative shall attend the meeting, to be established and chaired by the Supplier's Representative.

Where no specific health and safety meeting is required, such matters shall be dealt with through the contract performance meetings under Schedule 21 (Performance Management) at least once each Period or more regularly if required.

The Supplier shall assess and implement without delay any decisions or recommendations made at the meeting.

24 Protective Barriers

The Supplier shall provide suitable barriers in work areas, including provision for associated exclusion zones, where required, to prevent unauthorised access or harm to Company staff, customers and the general public.

25 Site Security

Access gates must be kept shut at all times. Where it is necessary to have a gate open for the movement of materials, the Supplier shall place Supplier Personnel at the gate to prevent unauthorised access.

The Supplier shall make the Site safe and secure at the end of each shift and shall fit all access doors with suitable locks for this purpose.

26 Site Housekeeping

The Supplier shall keep the Site in an orderly state appropriate to the avoidance of danger to persons and avoidance of adverse impact on the environment.

Fire exits and escape routes must be kept clear of obstructions and flammable material at all times.

Toxic or flammable substances such as paint, thinners, varnish etc. shall be stored in sealed tins at all times when not in use.

The Supplier shall ensure that the Site is free from all of the Supplier's equipment, materials and waste at the end of each day, on completion of the works/Services or when the Site is returned to normal operations, unless storage is authorised by the Company's Representative on Site (where available) or the Company's Representative for the Contract.

The Supplier shall make suitable provision for disposing of unused or redundant assets and materials, and is responsible for determining the correct disposal methods. Consideration should be given to reusing and recycling these materials. The Supplier shall ensure that the Company is informed of plans for disposing of assets and materials.

27 Storage

27.1 General Requirements for Storage on the Sites

The Supplier shall:

- 1) ensure that all storage locations are agreed with the Company;

- 2) not store any material in a position where it could fall, slip, roll or be blown onto operational equipment and facilities, public highway, or walkways;
- 3) carry out a thorough safety inspection at the end of each shift and after use of the storage area to ensure that stored items are secure;
- 4) comply with all legislation and relevant Environment Agency guidance notes in respect to oil, liquid and other potential pollutant storage;
- 5) store liquids in enclosures or trays to contain any spills or drips;
- 6) protect and store materials in such a way as to minimise unnecessary damage, wastage, spoiling of goods or environmental harm; and
- 7) not store any hazardous materials on the Sites except where permitted and agreed in advance by the Company, in the quantities and containers and in the conditions and locations specified.

27.2 Use of Designated Cleaner's Cupboards

The Supplier may make use of any assigned cleaner's cupboards for the storage of cleaning materials. No other types of material may be stored.

No dedicated storage provision will be provided at Sites where such facilities are not available.

27.3 Roadside Storage of Materials

The Supplier shall only store at the roadside the types of materials relating to the specific activities and requirements of the works/Services at that Site in the quantities required to complete the relevant task. All excess material shall be removed from the roadside on completion of the task.

28 Delivery of Materials

28.1 Conveyance of Materials

The Supplier shall not deliver materials through public areas of the Sites during operational hours, except with the approval of the relevant Company operational manager. The Supplier shall also consider the environmental impacts associated with deliveries to prevent nuisance to nearby premises.

Where it is necessary to wedge open fire or glass doors for the movement of material and equipment, the wedges must be removed immediately after the movement is complete.

28.2 Conveyance of Hazardous Materials and Substances

Where approved for use by the Company, the Supplier shall transport materials and hazardous substances in the required containment and in a manner addressed and agreed with the Company under an accepted safe system of work.

29 Asbestos (Non-Asbestos Removal Projects)

The Company shall provide information on relevant asbestos registers to the Supplier. In TfL Head Office Sites, no work is to be undertaken without first applying for and obtaining an asbestos impact assessment.

In the absence of information and prior to any works being undertaken, the Supplier shall confirm the presence or absence of any asbestos and the status and condition of the proposed work locations to the Company.

Where the Supplier believes that they have disturbed asbestos as a consequence of its works, it shall stop work immediately and notify the Company's Representative for the Site or asset.

The Supplier shall ensure that all Supplier Personnel are fully aware of the Company's requirements in respect of asbestos management.

The Supplier shall keep records of all disturbances of asbestos and details of its Supplier Personnel who were potentially exposed.

30 Isolation of Electrical Services

Under no circumstances is live working permitted. The Supplier shall not interrupt electrical services without permission from the Company's Representative.

31 Work On or Adjacent to Utilities and Overhead/Buried Services

The Supplier shall consider the presence of overhead/buried services when planning works. The Supplier shall consult with the Company as early as possible to ascertain whether any electrical distribution cables or apparatus, or other utility services will be affected by the proposed works.

The Supplier shall ensure work methods take account of overhead/buried services. The Supplier shall ensure all risk assessments consider such hazards and stipulate the controls required to prevent such hazards being realised. The Supplier shall make all necessary arrangements to safeguard the overhead/buried services.

No construction activity may be carried out in the proximity of any services unless prior permission has been given by the utility provider and the Company.

32 Illumination of Hazardous Areas and the Provision of Warning Signs

The Supplier shall ensure that hazardous areas for which it is responsible are adequately illuminated and relevant warning signs are provided/suitably displayed at all times.

33 Temporary Lighting and Power Suppliers

The Supplier shall obtain approval from the Company for the design of lighting or other electrical installations where it is proposed to use the Company's power supply. This is to allow the Company to check that the lighting will not cause any problems. The use of generators shall be approved by the Company in advance.

34 Screening of Lights and Positioning

All lights or lasers provided by the Supplier shall be placed or screened so as not to cause any confusion with or interference with any signal lights on the highway or signal lights of any local or other authority. If directed, the Supplier shall take appropriate action, and replace any such lights/lasers in positions to be approved by the Company. This approval shall not preclude the Company giving further directions about the replaced lights or lasers.

Temporary lighting festoons shall have cages around bulbs and if in exterior locations, shall have the correct IP rating.

Lights shall be angled and controlled so as to not interfere with adjacent properties and to minimise glow in the sky.

35 Fire Prevention

35.1 General Requirements for Fire Prevention

The Supplier shall not:

- 1) use solvent based products except where it is agreed with the Company that they are needed for technical reasons;
- 2) dispose of waste or other materials by burning on any site;
- 3) take or store anywhere on the Sites or Company infrastructure any cylinders of industrial or flammable gases and containers of flammable or volatile substances without the prior written permission of the Company;
- 4) overload power sockets at any time or use any adapters in connection with electrical equipment and power outlet sockets;
- 5) relocate existing fire points;
- 6) obstruct existing fire points, call points, hydrants and extinguishers ensuring that they are available for operation at all times;
- 7) obstruct or obscure exits, signs and means of access, emergency stairs and doors;
- 8) use, or permit to be used, fire fighting equipment and appliances for any purpose other than fire fighting;
- 9) use or provide dry powder extinguishers;
- 10) store, or allow to accumulate, any flammable or combustible materials on site, except as authorised by the Company; and
- 11) obstruct, interfere with or remove existing fire plans.

The Supplier shall:

- 1) ensure that all Supplier Personnel are fully aware of Company requirements in respect of fire prevention and protection;
- 2) take strict precautions to protect the Site, any adjacent property and all persons from fire;
- 3) minimise the quantities of approved flammable materials temporarily stored, which shall at all times be the minimum consistent with safety and construction requirements;
- 4) remove immediately all empty drums, empty containers, surplus or waste material and used packing materials from operational premises at the end of each working shift;
- 5) minimise all fire risks, including mopping up spillages or absorbing them in sand or other suitable material which shall then be disposed of by the Supplier;
- 6) ensure that existing facilities at the Site remain accessible;
- 7) request, via the Company, the isolation of fire detection equipment when any works may have an adverse impact on the equipment, e.g. smoke or dust, ensure that de-isolations are performed at the end of each period of work unless current exemptions are in place;
- 8) implement a system of hourly checks of the entire site in the event of such isolation being approved;
- 9) provide suitable and sufficient fire fighting equipment throughout the site when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company;
- 10) provide and maintain fire points in each work area and working level when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company. In all cases a fire point must be located within 20 metres of each Site;
- 11) protect the fabric of the building, its assets and decorations with suitable non-combustible material and take every precaution to prevent damage by scorching or fire;
- 12) provide the Company with full information on moves and consequent changes, however minor, which may affect fire plans;
- 13) prepare emergency plans that reflect the Company's local arrangements;
- 14) make such alterations and additions to the fire protection arrangements as the Company may reasonably require;
- 15) make information available on request to the Company and any other authority that requires it; and
- 16) make adequate provision for raising the alarm in case of fire.

35.2 Temporary Fire Points

Where identified as being required by either a risk assessment or by the Company, the fire point shall be constructed by the Supplier in a manner which is easily recognisable.

35.3 Hot Works

Where hot works are being undertaken by the Supplier, including work causing heat, dust and smoke generation, a “permit to work” system shall be used (see paragraph 35.5 below). Where activities will create heat, dust or smoke, any smoke detection system present must be disabled, with the prior agreement of the Company’s Representative on Site.

35.3.1 Fire Watch

Areas containing easily ignitable materials and places affected by flame, sparks or heat are to be inspected regularly by the Supplier during the works and at the cessation of works, to ensure that no conditions exist which may lead to an outbreak of fire.

35.4 Gas Cylinders

35.4.1 Storage of Gas Cylinders

The Supplier shall:

- 1) only store gas cylinders in locations approved by the Company;
- 2) not store them in a position that will cause an obstruction to passageways, passenger areas, or staff accommodation, or be near any source of ignition;
- 3) ensure that cylinders are stored in locked cages, kept vertical and properly fixed and supported;
- 4) ensure that all hoses and cylinder keys are removed from cylinders and kept close to hand;
- 5) use cylinder trolleys for all movements of gas cylinders and all cylinders shall be secured to the cylinder trolley by either a suitable chain or strap; and
- 6) provide signage at the entrance of premises when gas cylinders are being stored.

35.4.2 Use of Gas Cylinders

Hoses connected to gas cylinders shall be of the braided or armoured type to prevent damage and risk of gas leakage and fitted with flash arresters.

35.5 Permit to Work

Due to the operational criticality of the Services, the Supplier shall appoint competent person(s) to operate stringent permit to work/access procedures. Before any work is