

and Crime Act 2009) to:

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

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

49.3 **The Company's business**

The Supplier acknowledges that it:

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

49.4 **Best value**

The Supplier acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such the Company is required to make arrangements to secure

continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Supplier shall assist the Company to discharge TfL's duty where possible, and in doing so, shall carry out any review of the supply of Goods reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to the Agreement and any Contract in order for the Company to achieve best value.

49.5 Data Protection and Cyber Security

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

49.6 Conflict of Interest

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the supply of Goods or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.
- (b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Agreement and any Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the supply of Goods under the Agreement and any Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the supply of Goods from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Agreement and any Contract.

49.7 Equality, Diversity and Modern Slavery

49.7.1 Without limiting the generality of any other provision of the Agreement and any Contract, the Supplier:

- (a) shall not unlawfully discriminate;
- (b) shall procure that its employees and agents do not unlawfully discriminate; and
- (c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the Supply,

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

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

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

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

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

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

49.7.5 Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

49.8 **Work Related Road Risk**

49.8.1 For the purposes of Clauses 49.8.2 to 49.8.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

"Alternative Scheme" has the meaning given to it in Clause 49.8.2
(a);

“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“Collision Report”	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;

“Driver”	any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Goods;
“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers.. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Silver Accreditation”	the minimum level of accreditation within the FORS

Standard acceptable for the contract schedule, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms; and

“WRRR Self-Certification Report”

has the meaning given to it in Clause 49.8.7

Fleet Operator Recognition Scheme Accreditation

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

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the "Alternative Scheme"); and
- (b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

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

Direct Vision Standard (DVS)

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

- (a) The Supplier shall comply with the DVS Schedule attached to this Agreement; and
- (b) the Supplier shall ensure that:
 - (i) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Goods achieve a minimum of a one (1) star Direct Vision Standard rating; and
 - (ii) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Goods achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

49.8.5 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods the Supplier shall ensure that each of its Drivers attends Approved Progressive Driver Training throughout the duration of the Agreement and each relevant Contract.

Collision Reporting

49.8.6 Where the Supplier operates Delivery and Servicing Vehicles to deliver the Agreement, the Supplier shall:

- (a) within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within

five Working Days of a written request from the Company at any time.

Self Certification of Compliance

49.8.7 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods, within 90 days of the Commencement Date, the Supplier shall provide a written report to the Company detailing its compliance with Clauses 49.8.2, 49.8.3, 49.8.4, 49.8.5, and 49.8.6 (as applicable) of this Agreement (the "WRRR Self-Certification Report"). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier regarding subcontractors

49.8.8 The Supplier shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Goods shall comply with the corresponding provisions of this Agreement:

- (a) Clause 49.8.2, 49.8.5, 49.8.6, 49.8.7; and
- (b) for Category N2 HGVs – Clauses 49.8.3; and
- (c) for Category N3 HGVs – Clauses 49.8.3, and, where applicable 49.8.4; as if those sub-contractors were a party to this Agreement.

Failure to Comply

49.8.9 Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Supplier fails to comply with any of Clauses 49.8.2, 49.8.3, (where applicable), 49.8.4 (where applicable) 49.8.5, 49.8.6, 49.8.7, and 49.8.8;

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

50 CompeteFor

50.1 Without prejudice to Clause 29 the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier.

50.2 The Supplier will use all reasonable endeavours to ensure that its sub-contractors (for the purposes of this clause, the "**Supplier's Sub-contractors**") use CompeteFor, on a non-exclusive basis, to make available to other sub-contractors all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and

services to the Supplier's Sub-contractors.

- 50.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Agreement and each Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Sub-contractors, as required by this Clause 50, and will report this information on a quarterly basis by way of email to the Company Representative.

51 Criminal Record Declarations

- 51.1 For the purposes of this Clause 51:

"Relevant Individual" means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier involved in the provision of , or intended to provision of, any aspect of the Goods; and

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

- 51.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Goods. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.
- 51.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods any Relevant Individual who has disclosed a Relevant Conviction.
- 51.4 The Company shall have the right in accordance with the audit rights set out in Clause 5 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 51 at any time during performance of this Agreement and each Contract.
- 51.5 If the Supplier fails to comply with the requirements under Clauses 51.2 and/or 51.3 the Company may, without prejudice to its rights under Clause 17.1, serve notice on the Supplier

requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods unless (in the case of non-compliance with Clause 51.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 51.2.

- 51.6 A persistent breach of Clause 51.2 and/or Clause 51.3 by the Supplier shall entitle the Company to terminate the Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 17.1(a).
- 51.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Agreement and each Contract and/or the Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods.
- 51.8 Nothing in this Clause 51 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Agreement and each Contract and the Supplier's responsibilities in respect of the provision of the Goods remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 51.

Schedule 1
Detailed Terms

Contract Reference Number	TfL 00879
Commencement Date	Date of the Agreement
Term	Four (4) years subject to extension in accordance with clause 2.3; extension to be a four year (4) period broken into two (2) periods each of two (2) years
Warranty Period	
Initial Period	A period of four (4) years from the Commencement Date
Price Increase Mechanism	
Volume Discount Percentage	
Framework Specification	See Schedule 3

<p>=Additional standards pursuant to Clause 3.3(d):</p>	<p>All deliveries must be in accordance with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) and in accordance with the Health & Safety at Work (etc) Act 1974;</p> <p>Any new standards that might result from Changes to Rolling Stock (CRS), as approved by LUL Engineering in relation to the products supplied, will apply via the Contract Variation procedure as relevant.</p>
<p>The Liquidated Damages for delay for the purpose of Clause 10.3 payable for such Goods are:</p> <p>The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 10.3 is every:</p>	
<p><i>[The maximum amount of Liquidated Damages payable under Clause 10.3 expressed as a percentage of the price</i></p>	
<p><i>payable for such Goods is:</i></p>	
<p><i>Security required pursuant to Clause 43.1</i></p> <p><i>Bond</i></p>	
<p><i>Interest Rate pursuant to Clause 45.1</i></p>	

Schedule 2 Goods and Pricing

The Goods from both Lot 1 and Lot 2, combined, will be available at the prices shown below:

Description		Option C to be based on fixed pricing for 1st year then subject to 2% increase per year for initial four year term of contract		Lot 1 Carbon Brushes OPTROM C :												CONTINGENCY STOCK		Price Break A		Price Break B		Price Break C		Price Break D	
				ORDER & DELIVERY - Section 3		Minimum Order Qty	Delivery Lot Size	Economic Batch Qty	Tolerance Allowed	Delivery Time - EBQ	Method of Packaging	Delivery Method	Quantities		Price per unit	Qty	Price per unit	Qty	Price per unit	Qty	Price per unit	Qty	Price per unit		
				Product Number	Supplier								Unit	Min										Max	
Sap Short Description	LBL	Product Number	Supplier	Unit	Off Measure	Delivery																			
CARBON BRUSH FOR TYPE 3HC43 COMPRESSOR TO LUL DRG 67642 issue A	00203/4152	000790902	BRUSH CARBON	EA	EA	EA																			
CARBON BRUSH FOR TYPE 3HC43 COMPRESSOR TO LUL DRG 67642 ISS A	00104/2542	79/902	CARBON BRUSH 3HC43 COMPRESS	EA	EA	EA																			
CARBON BRUSH FOR MG 3003/45/7 MOTOR H/G	00104/2500	79/1842	CARBON BRUSH	EA	EA	EA																			
3004 GENERATOR TO LUL DRG NO 61276 ISS B ITEM 1	00104/2492	79/1835	CARBON BRUSH 115/118 MOTORS	EA	EA	EA																			
CARBON BRUSH UNION CARBIDE GRADE DE3 TO DRG 63009	00148/2752	79/8004	BRUSH CARBON TRACTION MOTOR	EA	EA	EA																			
TENSATOR BRUSH SPRING TO LUL DRG NO 78287 ISSUE E ALL SPRINGS TO BE MARKED WITH A BLUE DOT	00203/4239	440000270	SPRING BRUSH BLUE DOT	EA	EA	EA																			
BRUSH HOLDER ASSEMBLY FOR LT118C/DEF7 & LT115 TRACTION MOTORS TO LUL DRAWING NO 78286 ISS A - SEE BELOW *NOTE LENGTH OF RIVET (DRAWING LOCATION G45) TO BE 0.5" LONG NOT 7/16" AS SHOWN ON THIS DRAWING*	00201/2007	002830873	BRUSH HOLDER LT 115 & 118 MTR	EA	EA	EA																			

(Lot 1 comprises items 1-5; Lot 2 comprises items 6-7)

Schedule 3

Framework Specification

1 Description of Supply

The supply **Brushes, Carbon Components and related parts** as itemised within this Agreement are for use on London Underground tube stock and play an essential role in the continued service of maintenance and repair of London Underground's rolling stock.

This is a performance specification inclusive of all works and goods, to be produced to the design specifications, operating requirements and performance levels within the Contract for the supply of Goods identified in Appendix 1 of this Schedule 3

Lead times for the goods are shown in Schedule 2 and are itemised on the included CMD pricing spreadsheet.

2 Traceability

All parts must have full traceability and the Supplier will have a fully documented traceability process.

3 Tooling

The Supplier will provide all tooling for the manufacture of the Goods supplied as part of the Contract and is responsible for all maintenance and upkeep and/or replacement of tooling through the Term.

4 Stock Holding

The Supplier will own and maintain specified stock levels at its premises or those of its sub-suppliers and shall remain the property of the Supplier until delivered to the Company at the LU specified location and title passes on the terms of this Agreement. Stock levels will be as defined in Schedule 2.

The Supplier stock holding as listed in Schedule 2 will be reviewed and agreed jointly in line with the Company requirements at the regular contract review meetings (as detailed in Schedule 11) or as otherwise agreed from time to time between both parties.

A high level review of the stock being carried on behalf of the Company will be carried out every 6

months and will involve the materials controller from the Company's organisation, Supplier Representative, and/or any other Supplier or Company representative as appropriate

Stock Holding is to be rotated on a regular basis and shall be reduced towards depletion in agreement with the Company towards the end of the Term

5 Maintenance Instructions and manuals

The Supplier will provide all maintenance instructions and manuals to the Company within 10 working days after the Commencement Date.

6 Obsolescence Management

The Supplier shall be fully responsible throughout the Term for the cost of managing any incidence of obsolescence, and for implementing early warning to the Company Representative as soon as it becomes aware of any matter which could adversely affect the Company due to reduced material availability and/or pending obsolescence; and, where necessary (and in sufficient time) shall propose to the Company (for its approval and acceptance) a suitable replacement product or part so that supply can continue in the event of reduced availability or pending obsolescence. The Supplier shall not act upon making any changes without prior knowledge and Approval of the customer.

7 Testing

Formal approval is required for the introduction or amendment of new or existing goods and parts, or equipment testing of new Goods, and shall be accompanied by a documented procedure for the inspection and testing of a representative sample from the first series production run of any new/upgraded product to be supplied as a Goods requirement. This inspection shall include the verification, documentation and update of production and test records for the Goods (acceptance tests). This testing may be observed by the Company where deemed necessary.

Testing will require the Supplier to undertake/provide the following, (non exhaustive):

- Provision of a sample - including any pre-production, or production tooling and or modifications to any existing tooling.
- Provision of any external testing documentation.
- Provision of any sample submission paperwork.
- Responding to technical queries issued by the Company's engineering department.
- Provision of any further testing required by the Company to satisfy itself that the

alternative Goods offered will not put the travelling public at risk.

- Provision of any internal engineering costs borne by the Company (the costs of its own internal personnel)
- Compilation of final engineering report and sign off,

together with any other Documentation, samples, testing or reports as required by the Company.

The costs for the representative sample for any replacement of new or existing goods as above will be financed by the Supplier. The testing process will align with the requirements of the engineering and design change process detailed above.

8 Goods Inward Process

WORKING HOURS & LOCATIONS Goods will be delivered to the requested location/s within the hours and to any special requirements detailed in the table below. Goods are only to be delivered outside of these parameters with a written instruction from the Company Representative. The table is not fully comprehensive and the Supplier will deliver if required to anywhere where the TfL Group has a facility as part of its network and operations. Where a delivery is requested for a location not detailed in the table below and no delivery time is advised, delivery shall be between 09:00 and 16 00 Monday to Friday.

Location	Address	Opening Hours	Special Requirements

C	
F	
M	
S D	

9 Passes & Permits

Delivery drivers will not be required to hold any form of LUL Permit.

10 Proof of Delivery

The Supplier will ensure that satisfactory (to the Company) records of Proof of Delivery (POD) shall be kept. At a minimum these are to include: time, date, location, signature and name of recipient.

11 Labelling and Packaging

Goods shall be delivered in suitable packaging appropriate to the items being delivered and are to be labelled clearly with the order number or other referenced Company document as applicable. The name/s and part number/s of the contents shall be clearly marked on each container; compliance is

TfL Restricted & Confidential

also required with any other special requirements detailed in the related Order. The Supplier will comply with any relevant legislation eg all packaging shall be in accordance with the Lifting of Equipment Regulations (LOLER) standards and the principles of the Responsible Procurement Policy. If deliveries are considered to be unsafe, Stores personnel may refuse to accept the delivery.

Please note: As the Company will not accept any items with metal banding kindly ensure an acceptable alternative is used.

12 Restrictions

Whilst on Company sites the Supplier's personnel is to comply with the general conditions appertaining to the respective location. For example, "No Smoking", "No Radios", "No Portable CD Music/Media Players", "No Swearing", "No Drugs", "No Alcohol" etc and comply with all alarm testing and evacuation procedures as directed

Appendix 1 Specification and Drawings

Specifications relating to individual drawings will be detailed within each individual drawing as attached on the following pages.

Document Ref: AOS-E-RS-Ext-92-SP_11-No-416-A follows the drawings.

IDENTIFYING INFORMATION			DRAWING / SPECIFICATION DATA			PRODUCT LIFE & WARRANTY				ASSURANCE		
LUL	SAP Short Description	Description	Supplier Reference	Number	Specification Number	Revision Standard	Warranty	Extended Warranty	Warranty Start	Expected Life	Safety Critical	Certification Required
1	002034152	000790902 BRUSH CARBON CARBON BRUSH FOR TYPE 3HC43 COMPRESSOR. TO LUL DRG 67442 ISS A		LUL DRG 67442 ISS A		AS PER DRAWING						
2	001042542	747402 CARBON BRUSH 3HC43 COMPRESSOR CARBON BRUSH FOR TYPE 3HC43 COMPRESSOR TO LUL DRG 67442 ISS A		LUL DRG 67442 ISS A		AS PER DRAWING						
3	001042540	747442 CARBON BRUSH CARBON BRUSH FOR MG 3003/4/5/7 MOTOR MG 3004 GENERATOR TO LUL DRG NO 61276 ISS B ITEM 1		LUL DRG NO 61276 ISS B		AS PER DRAWING						
4	001042492	747436 CARBON BRUSH 115/118 MOTORS CARBON BRUSH UNION CARBIDE GRADE DED TO DRG 63009		TO DRG 63009		AS PER DRAWING						
5	001402752	747004 BRUSH CARBON, TRACTION MOTOR BRUSH, CARBON, TRACTION MOTOR				AOS-E-RS-Ext-92-SP-11-NO-416-A						
6	002034239	40000274 SPRING BRUSH BLUE DOT TENSATOR BRUSH SPRING TO LUL DRG NO. 78297 ISSUE E. ALL SPRINGS TO BE MARKED WITH A BLUE DOT.		LUL DRG NO. 78297 ISSUE E.		AS PER DRAWING						
7	002012007	002034173 BRUSH HOLDER LT 115 & 118 MTR BRUSH HOLDER ASSEMBLY FOR LT115C/DE/FF1 & LT115 TRACTION MOTORS. TO LUL DRAWING NO. 78284 ISS.A - "SEE BELOW" *NOTE: LENGTH OF RIVET (DRAWING LOCATION 6/4/5) TO BE 4.5" LONG NOT 7/16" AS SHOWN ON THE DRAWING*		LUL DRAWING NO. 78284 ISS.A;		AS PER DRAWING						

Drawings





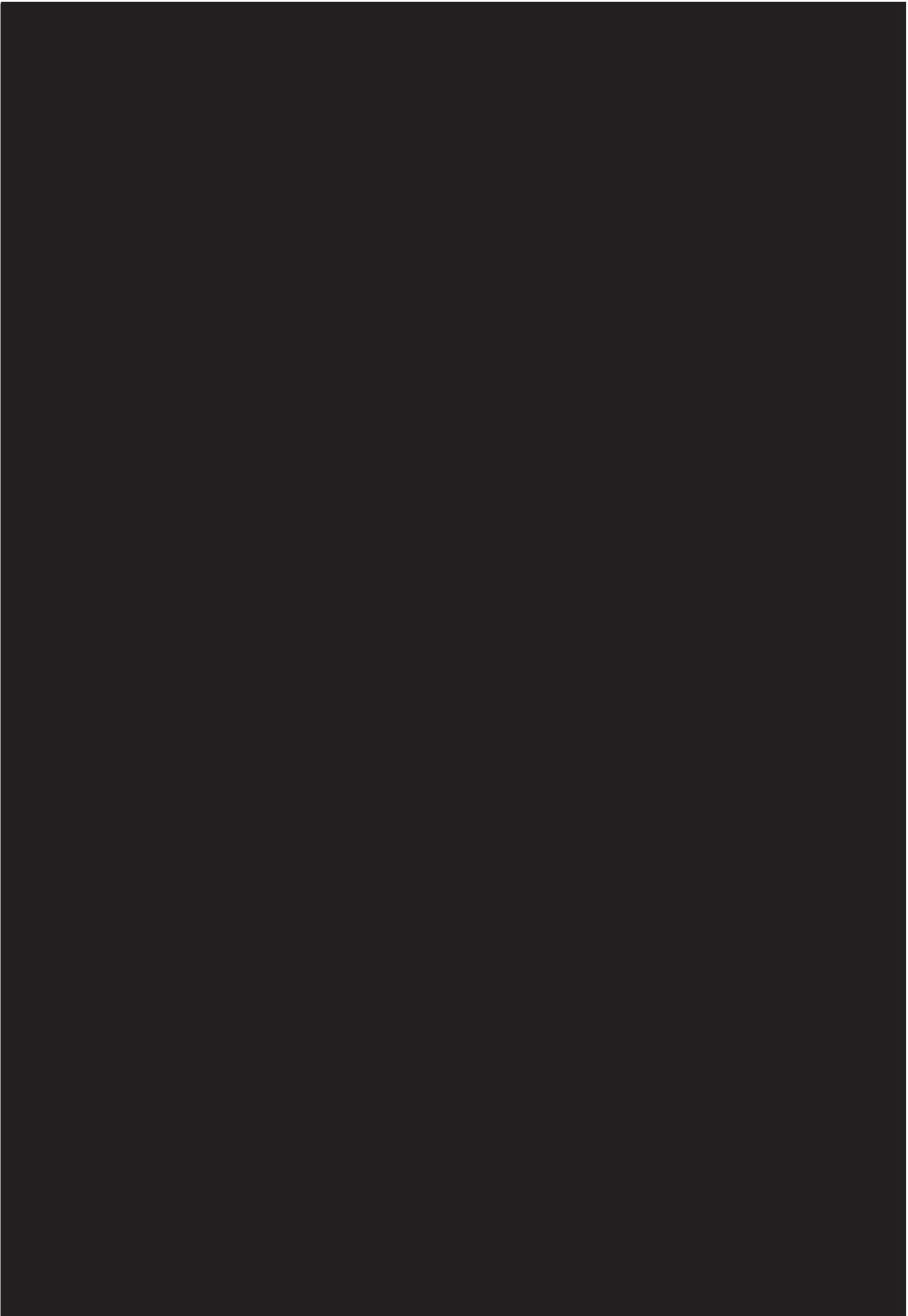


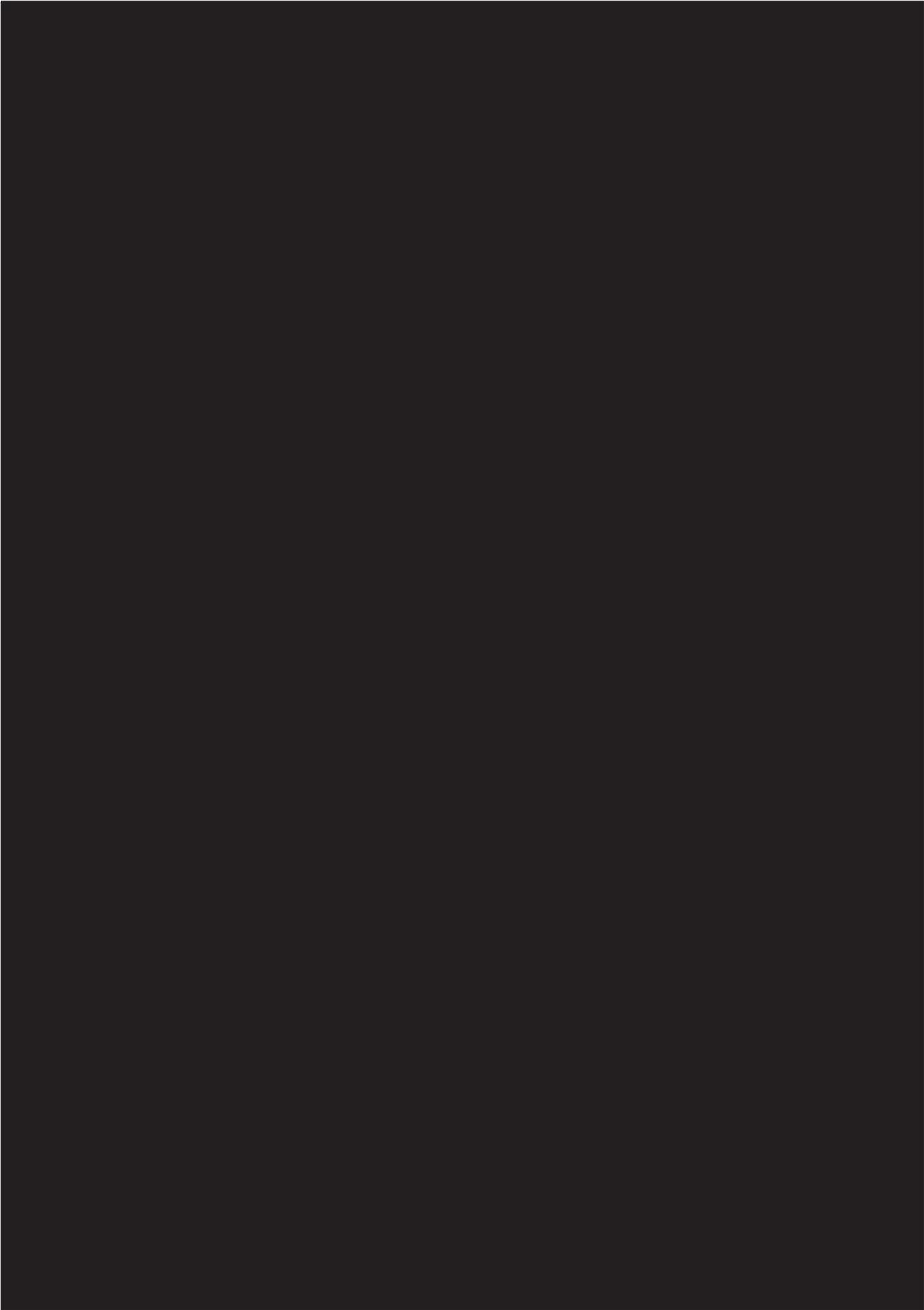
Specification











Schedule 4

Form of Order

Purchase order

Page 1 of 2

Vendor address

Contact

Requested by

Telephone

Cell

Invoice to

London Underground Ltd
Accounts Payable
1st Floor
PO Box 48276, 14 Pier Walk
London SE10 1AJ
Telephone: 0343 222 9100
Fax: 020 3054 5331
Email: invoices@lul.gov.uk

Information

Purchase order no.
Creation date
Vendor no.
Currency
Payment terms

Delivery address

London Underground Limited
55 Broadway
London
SW1H 0SD
Or as agreed below

Instructions to vendor

The supply of goods/services under this purchase order is subject to the Purchase Order Conditions which are available on www.tfl.gov.uk or available upon request from the contact named below. Supply of goods or services under this purchase order indicates your acceptance of such conditions.

Please note that this Purchase Order constitutes a call off from the supply of goods in relation to Contract TFL 00579 and that the terms of that contract apply to this Purchase Order. PLEASE THEREFORE NOTE THAT THE REFERENCE TO PURCHASE ORDER CONDITIONS IN THE ABOVE STANDARD STATEMENT DOES NOT APPLY TO THIS TRANSACTION.

Item	Description	Quantity	Unit	Unit price	Total price

Procurement Department:

Date:

London Underground Limited
Registered Office: 25 Abchurch Lane, London EC4A 3DF Registered in England and Wales no. 0192207
VAT number: 789 270 08 London Underground Limited is a company controlled by a local authority within the meaning of Part V of the Local Government and Planning Act 1982. The controlling Authority is Transport for London.

If you have problems reading this text please call 020 70886447

Page 2 of 2

Information

Purchase order no.
Creation date
Vendor no.
Currency
Payment terms

Item	Description	Quantity	Unit	Unit price	Total price

Procurement Department:

Date:

Schedule 5

Contract Variation Procedure

- 1 The cost of any Variation Order shall be agreed between the parties taking account of the reasons why the Variation Order was required.
- 2 The Company may propose a variation by completing Part A of the Variation Proposal and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each party by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Agreement and the relevant Contract shall thereupon be varied accordingly.
- 3 The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Agreement and the relevant Contract shall thereupon be varied accordingly.
- 4 The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
- 5 The price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the quantity of Goods to be supplied.
- 6 In an emergency or as otherwise agreed by the parties, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Agreement and each Contract Variation Procedure.
- 7 The Company will not accept any retrospective claims for additional work caused by a variation

which has not been approved by the Company in accordance with the Agreement and each Contract Variation Procedure before the commencement of such additional work.

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- 8 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2.
- 9 The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of the Agreement and the relevant Contract, including, but not limited to the Specification.
- 10 Strict adherence to the procedure described in this Schedule 5 shall be a condition precedent to any addition to the price for the Goods. If the Supplier does not adhere to each paragraph in this Schedule 5 then the Supplier shall not be entitled to any addition to the price notwithstanding that the Supplier may have supplied additional or varied Goods.

Appendix 1

Form of Variation Proposal/Variation Order

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

Contract Reference
Number: Order Number
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 Order 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:

Schedule 6 QUENSH plus Quality & Safety Plan

Title: Contract Menu
Document No.: F0780
Issue No: A18

**Contract menu
Requirements in QUENSH**

Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N
4	Agreement of the applicable QUENSH contract conditions		Y
5	Supplier's selection of sub-contractors		Y
6	Identification of Safety Critical Activities		N
7	Works Environmental Management	14001 Accreditation desirable	N
8	Emergency Plan		N
9	Method Statements	Detailed in Quality Plan to BS 10005	N
10	Health, Safety and Environment File		N
11	Pre-start LU health, safety and environment meeting		N
12	Supplier's site induction		N
13	Site Person in Charge		N
14	Staff requirements		N
14.1	Behaviours		
14.1.1	Alcohol and drugs		Y
14.2	Control of hours worked		N
14.2.1	Working Time Regulations		N
14.2.2	Fatigue		N
14.3	Knowledge		
14.3.1	English language		N
14.3.2	Access Card and Worksite Briefing		N
14.3.3	Visitors to sites		N
14.4	General competence		
14.4.1	Evidencing competence of safety critical staff		Y
14.4.2	Identification of safety critical staff		Y

N/A N/A NO MORE OF THIS AT TfL DePots

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Transport for London

Title: Contract Menu
Document No.: F0780
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Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Y/N	Y/N
14.4.3	Competent external safety critical personnel	Y	N/A
14.4.4	Training	Y	N/A
14.4.5	Asset specific competence	Y	N/A
14.5	Medical requirements	N	
14.6	Identification of Suppliers staff	N	
14.7	Clothing	N	
16	Permits and licences		
15.1	LU specific permits and licences	N	
15.2	Permits, licences and certificates for Supplier's staff	N	
16	The Principles of Access		
16.1	Introduction	N	
16.2	Access to Stations	N	
16.3	Access to Track	N	
16.4	Access to depots	N	
17	Applying for Planned Access		
17.1	Introduction	N	
18	Applying for General Access	N	
18.1	Constraints that apply to Generic Access	N	
19	Access for fault repair	N	
20	Operational Assurance	N	
21	Closures and possessions		
21.1	Requirements for closures	N	
21.2	Requirements for possessions	N	
22	Controls at point of access		
22.1	Publication of works	N	
22.2	Checks at point of access	N	
22.3	Signing-on with the Station Supervisor	N	
22.4	Track specific requirements		

Reference to explanation - see Section 2a in attached Guidance Notes

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Title: Contract Menu
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Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4.1	Person providing protection		N	N	
22.4.2	Possessions		N	N	
23	Removal of supplier's personnel from LU Premises		N	N	
24	Incidents		N	N	
25	Notification of regulatory concern or action		N	N	
26	Confidential Incident Reporting and Analysis System (CIRAS)		N	N	
27	Monitoring				
27.1	LU inspections	Audit as required	Y	Y	
27.2	Monitoring the supply chain	Audit as required	Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		N	N	
27.4	Work location inspection and audit	At Supplier's premises	Y	Y	
27.5	Timescales for rectifying non-compliances		N	N	
28	Radio transmitters and transceivers		N	N	
29	Mobile phones		N	N	
30	Knives		N	N	
31	Site health, safety and environment committee		N	N	
32	Site housekeeping and security		N	N	
33	Accidental damage, obstruction or interference with assets		N	N	
34	Delivery of materials	To be agreed or as specified	Y	Y	To be detailed in quality plan
35	Conveyance of loads				
35.1	Conveyance of loads on lifts and escalators		N	N	
35.2	Conveyance of hazardous materials and substances		N	N	
36	Asbestos (non asbestos removal projects)		N	N	
37	Working in or near lifts and escalators		N	N	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		N	N	

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Applicable requirements Identified by Client		Applicable requirements Identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
39	Working on or about the track		N	N	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		N	N	
41	Entering areas with gaseous fire suppression systems		N	N	
42	Fire prevention				
42.1	General requirements		N	N	
42.2	Temporary fire points		N	N	
42.3	Timber		N	N	
42.4	Composites		N	N	
42.5	Sheeting materials		N	N	
42.6	Gas cylinders				
42.6.1	Use of gas cylinders in below ground locations		N	N	
42.6.2	Storage of gas cylinders (above ground)		N	N	
42.7	Flammable and highly flammable materials				
42.7.1	Use of flammable and highly flammable materials below ground		N	N	
42.7.2	Storage of flammable and highly flammable materials below ground		N	N	
43	Hot work and fire hazards				
43.1	Hot work		N	N	
43.2	Reasonable notice of works		N	N	
43.3	Precautions				
43.3.1	Buildings and assets		N	N	
43.3.2	Gas cylinders		N	N	
43.3.3	Gas detection		N	N	
44	Storage				
44.1	General requirements for storage		N	N	
44.2	Trackside storage		N	N	
44.3	Hazardous materials and substances		N	N	
44.4	Allocation of space on operational property		N	N	

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Applicable requirements Identified by Client		Applicable requirements Identified by Supplier	
Section	Topic	Y/N	Y/N
45	Plant and equipment	N	
46	Clearance approvals	N	
47	Access equipment	N	
48	Temporary works	N	
49	Temporary fences and hoardings	N	
50	Temporary lighting and power supplies		
50.1	General requirements	N	
50.2	Lighting in tunnels and shafts	N	
51	Screening of lights and positioning	N	
52	Environmental requirements		
52.1	General environmental requirements	Y	
52.2	Environmental nuisance	N	
52.3	Water	N	
52.4	Waste management	N	
52.5	Noise and vibration	N	
52.6	Archaeology, historical interest and listed buildings	N	
52.7	Wildlife and Habitats	N	
52.8	Resource Use	N	
52.9	Pest control	N	
52.10	Land and water pollution prevention	N	
53	Quality requirements		
53.1	Records	Y	
53.2	Retention period	Y	
53.3	Availability of records for inspection	Y	
53.4	Statistical process control, audit and inspection procedures	Y	
53.5	General quality requirements	Y	
53.6	Quality Plan	Y	
53.7	Testing and inspection	Y	

Reference to
 explanation - see
 Section 2a in
 attached Guidance
 Notes

Other documents /
 Comments

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Applicable requirements identified by Client		Applicable requirements identified by Supplier		
Section	Topic	Other documents / Comments	Y / N	Y / N
53.8	Certification of conformity		Y	Y
53.9	Quarantine		Y	Y
53.10	Traceability		Y	Y
53.11	Maintenance and servicing		N	N
53.12	Design		N	N
53.13	Computer aided design		N	N
53.14	Asset commissioning and handover		N	N

Reference to explanation - see Section 2a in attached **Outsourcing Notes**

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Other requirements / comments

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Title: Contract Menu
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Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by

Approved by
(the Client's
representative):

Title:

Address

Phone No:

Email:

Revision of this n

Supplier Men

Approved by
(the Supplier's):

Title:

Address:

Phone No:

Email:

Revision of this n

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu

Client's
representative
approval:

Supplier's
representative
acceptance:



Appendix 1 Supplier Quality Charter

Pages 1, 4, 7-11

Supplier Quality Charter GBP0158



Rail & Underground: Supplier Quality Charter GBP0158 V1.01

Supplier Quality Charter GBP0158



2. SUPPLIER ACKNOWLEDGEMENT

To be signed and returned by Supplier via upload to ProContract site: <https://procontract.due-north.com/> to TfL 00879 Brushes, Carbon Components and Related Parts tender.

We hereby confirm that we have received and we understand the Supplier Quality Charter

We understand that this Charter defines the overall quality targets for the products/services that we will supply to R&U, as well as the ways of working with R&U.

We agree to strive to meet these customer requirements, in all our facilities working with R&U products/services.

We understand that it is our responsibility to deploy this agreement in the current and future supply of products/services to R&U.

Contract Name Reference	TfL 00879 Brushes, Carbon Components and Related Parts – applicable to both Lot 1 and to Lot 2
-------------------------	--

2.1. Supplier Details

Supplier Name Address & Contact Details	[Redacted]
--	------------

2.2. R&U Representative

R&U Contact (Name)	[Redacted]
--------------------	------------

Supplier Quality Charter GBP0158



5. KEY PERFORMANCE INDICATORS

The table below is a recap of the KPI's that have been agreed in the contract.

KEY PERFORMANCE INDICATORS	TARGET	FREQUENCY OF REPORTING
DELIVERY	100% on time delivery	At the end of each Accounting Period
QUALITY	Materials with 0% defects	At the end of each Accounting Period
STOCK HOLDING	100% in line with requirement	In line with Contract review meetings
WRRR	Certification of Compliance	Every 3 months – in line with Quarterly review meeting
FORS	Annual membership renewal	Annually

Supplier Quality Charter GBP0158



6. QUALITY ASSURANCE ASSESSMENTS AND INTERVENTIONS

QUALITY INTERVENTION MEASURE	CONTACT (R&U & SUPPLIER)	FREQUENCY / DATE
Quality Plan acceptance		Prior to Award
Site Assurance/Quality Inspection Audit, to include Manufacturing, build process or product audit		On initial Contract Award and as required
Factory Acceptance Testing (FAT) / First Article Inspection		As applicable for new productions / materials
Inspection and Testing of engineered product including In Service Trial		As required and for 12 -18 month duration

Supplier Quality Charter GBP0158



7. REQUIRMENTS TOWARDS TIER 2 SUPPLIERS

R&U requires the supplier to flow down any assurances and audit to their sub contractors to ensure that 2nd tier processes are compliant with the contractual requirement. This may concern technical processes like surface treatment, forging, casting etc.

IN ANY CASE SUPPLIERS HAVE THE FULL RESPONSIBILITY FOR QUALITY ASSURANCE OF THEIR SUB SUPPLIERS

Where appropriate supply chain assurance activities agreed should be noted below.

SUPPLY CHAIN QUALITY ASSURANCE MEASURES	FREQUENCY/ DATE
Pre-Contract Assessment of Potential Suppliers	Tender/Award
Management of Suppliers in supply chain	Subject to regular Contract Meetings
Methodology for resource planning management	Subject to regular Contract Meetings
Review of Supply Chain HSE procedures	Subject to regular Contract Meetings
Review of obsolescence management, product change, prevention of counterfeit materials/supplies	Subject to regular Contract Meetings



8. ASSURANCE REQUIREMENTS FOR CHANGES AFTER AWARD

Supplier shall maintain documented and controlled processes and procedures for both receiving and providing risk based assurance in respect of:

- a) Health, safety and technical systems and their associated management systems and R&U requirements.
- b) Initiation, development, design, construction, delivery, testing, commissioning and handover of new, refurbished or altered systems or assets.
- c) Maintenance operation and management of systems and assets
- d) Withdrawal, decommissioning, demolition and disposal of systems and assets

Suppliers shall make their processes and procedures for assurance available to R&U and on reasonable request, to other R&U Suppliers where necessary and agreed

Suppliers initiating a change or delivering a contracted service shall provide R&U with sufficient evidence, in good time that:

- a) Compliance will be achieved with R&U's technical, safety, environmental, operational and customer facing requirements, including
 - i) Legislation
 - European, National and R&U Category 1 Standards (subject to any controlled version)
- b) R&U will be notified in good time of any residual risks to health, safety or the environment which requires R&U action to mitigate
- c) R&U operational service impacts arising from the delivery of a change, project or contracted service are mitigated and where this requires action by R&U, R&U is notified in good time
- d) Any change or contracted service intended to support or improve R&U operational service to customers, will do so reliably and consistently in accordance with contractual requirements or pre-determined benefits
- e) Affected parties have been consulted

All changes, projects or contracts for service shall be supported by an implementation programme that includes the identification of risk control measures that must be in place before, during and after implementation of the change

No change, project or contract for service shall be re-commenced until:

- a) Supplier's Assurance Plan/Project Execution Plan (PEP)/Change Assurance Plan (CAP) is approved by R&U
- b) All pre-implementation risk control measures have been established and pre-implementation actions and conditions complied with, in accordance with the relevant Assurance Plan/PEP/Change Assurance Plan or management system arrangements



9. ESCALATION

Performance management is of utmost importance for R&U, who aims to build strong relationships with their suppliers. R&U aims to work alongside their suppliers to quickly and efficiently resolve any conflicts or disputes that occur during the contract. To this end R&U has an established escalation process for dispute resolution, which must be adhered to and is set out below (must be same as contract where available):

R&U Commercial and supplier under normal contract management.	LEVEL ONE
contract management meetings	LEVEL TWO
Senior stakeholder involvement	LEVEL THREE
[Redacted]	LEVEL FOUR

lieu of the liability of the Company and agrees to be bound by the terms of the Contract in

every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

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

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of:-)

.....

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by

).....

) Authorised Signatory
TfL Restricted & Confidential

and

).....

) Authorised Signatory

Executed as a Deed by [NEW COMPANY]

)

acting by

).....

) Authorised Signatory

and

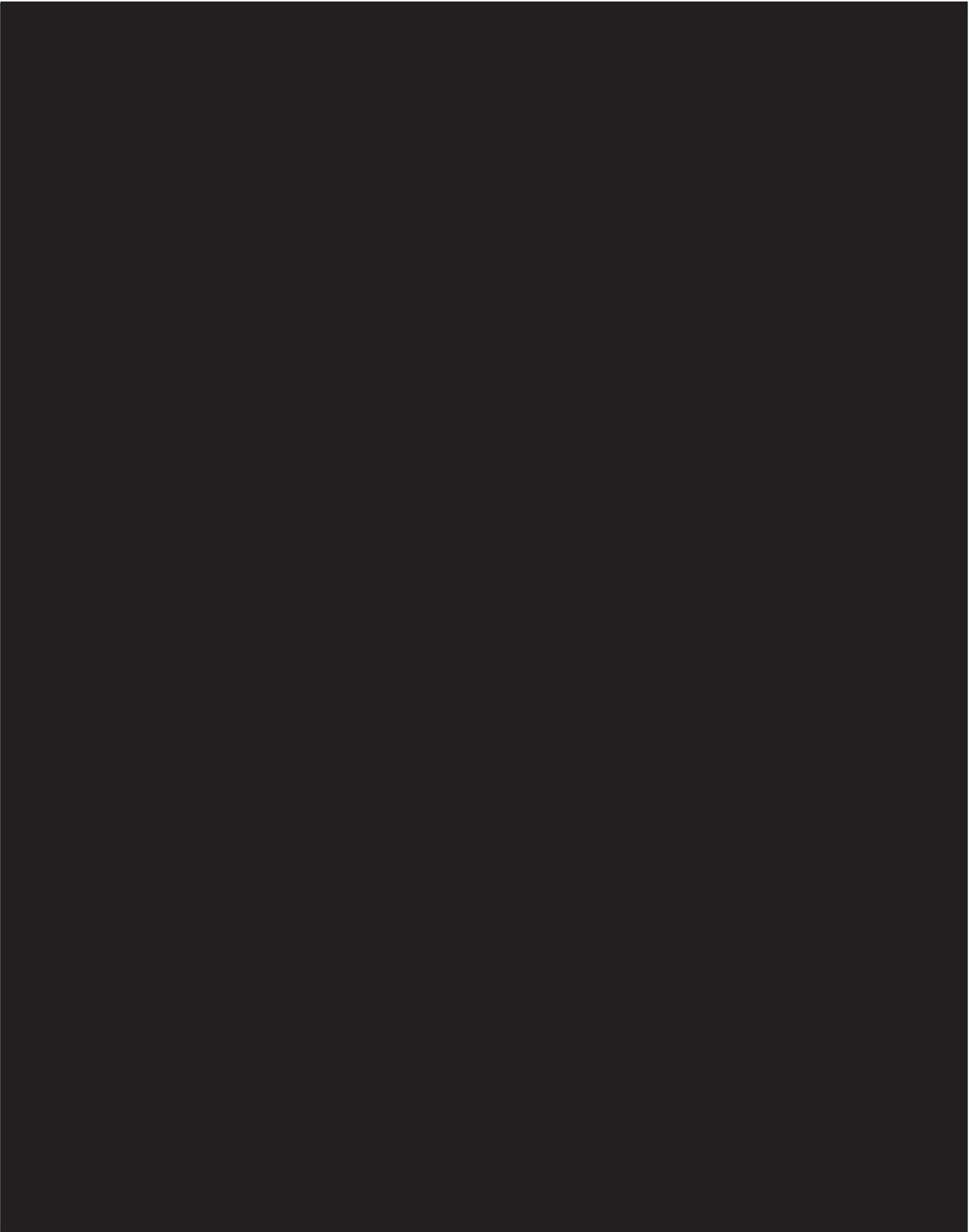
).....

) Authorised Signatory
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Schedule 8



Schedule 9



Schedule 10

Supplier Performance

1.1 KEY PERFORMANCE INDICATORS

1.1.1 DELIVERY – The target is 100% on time delivery, to the agreed lead times included in the in Schedule 2 and as required by the Specification. Failure to meet such agreed delivery dates will attract the following abatements against the order value of all delayed Goods due to be delivered in the measured period. This will be measured each Accounting Period.

% of Goods late in any Order	Abatement attracted on value of delayed Goods per day delayed
>= 99.00%	0%
97.00% - 98.99%	1%
95.00% - 96.99%	2%
90.00% - 94.99%	3%
80.00% - 89.99%	4%
<80.00%	5%

At the end of each Accounting Period, any Abatement for that Accounting Period shall be calculated and at the Company's option either:

- be deducted from any payment due to the Supplier whether under the relevant Contract, another Contract or otherwise; or
- be the subject of a demand for payment from the Company, which shall be payable by the Supplier as a debt due within 14 days.

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

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

1.2.1.2

Any single defect in any Good

1.2.2 STOCK HOLDING – The Supplier shall maintain the value of agreed stock holding as required by the Specification.

Where the stock holding is

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

[for any Good] the escalation process shall begin.

2. ESCALATION PROCESS

The escalation process shall be invoked by the Company in their absolute discretion.

The purpose of the escalation process is to provide a structured framework within which the Parties can address unsatisfactory performance standards against timescales and deliverable targets. This is without prejudice to the Company's rights elsewhere in the Agreement and any Contracts. For the purposes of this process notified levels of poor performance (including failure to meet the KPIs and SDIs set out above) will be termed "Non-Conformances".

This procedure operates with four levels; the lowest level Non-Conformance being Level 1. Should Non-Conformances escalate they will receive an appropriate level of management intervention from the Company and the Supplier. Level 3 gives final review and opportunity for remedial actions to resolve issues before the Non-Conformance reaches Level 4, which will entitle the Company to terminate in accordance with Clause 21.1(h) of the Framework Agreement.

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

Summary of Escalation Process

TRIGGER	LEVEL	ACTION	BY	RESULT
Failure to rectify identified non-conformance issued as part of KPIs and/ or SDIs	LEVEL 1	Improvement plan with precise end date required. On going review dates specified.	Supplier	Satisfactory - Stop Unsatisfactory - Level 2