

### LOT 3.3: M&E & FABRIC (NON-LUL): APRIL 2017

Stage 2 Sign off	Name	Signature	Date
Supplier's Representative			
Company's Representative			
CIE Initiative Sponsor			

### STAGE 4 - BENEFITS REALISATION

		Comments
Date Implemented		
ings Value		
Contract Varied		

Details	
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Stage 2 Sign off	Name	Signature	Date
Supplier's Representative			
Company's Representative			
CIE Initiative Sponsor			

## SCHEDULE 21: CONTRACT MANAGEMENT

### 1. Definitions

“Business Continuity Plan” means the plan prepared by the Supplier and delivered to the Company in accordance with this Schedule 21 (Contract Management) as Appendix 3 (Business Continuity Plan);

“CIE Initiative Plan” means the plan set out in Appendix 1 (CIE Initiative Plan) to Schedule 20 (Contract Innovation Efficiency);

“Competency Management and Training Plan” means the plan set out in Schedule 3 (Specification);

“Contract Management Groups” means the groups set out in Table 1 (Contract Management Groups) of this Schedule 21 (Contract Management);

“Demobilisation Plan” means the plan prepared by the Supplier and delivered to the Company in accordance with Schedule 15 (Obligations on Handover);

“Forward Maintenance Plan” means the plan set out in Schedule 3 (Specification);

“Health, Safety, Quality and Environmental Plan” means the plan prepared by the Supplier in accordance with Schedule 7 (Health, Safety, Quality and Environmental);

“Organisational Chart” means the chart of Supplier Personnel set out in Appendix 1 (Organisational Chart) to this Schedule 21 (Contract Management);

“Quarterly Contract Scorecard” has the meaning given to it in Appendix 2 to Schedule 12 (Performance Measurement);

“Service Delivery Plan” means the plan prepared by the Supplier and delivered to the Company in accordance with this Schedule 21 (Contract Management);

“Strategic Labour Needs and Training Delivery Plan” means the plan set out in Schedule 17 (Strategic Labour Needs and Training); and

“TfL Contract Owners” means a designated senior manager or director representing the Company.

**2. Governance/Management Groups and Meetings**

- 2.1. The Supplier shall establish and maintain an account management team suitable for the Services required, both technically and managerially, to be responsible for but not limited to:
- 2.1.1. the satisfactory execution and day to day management of the Services on a timely basis, and to the standard required as described within Schedule 3 (Specification);
  - 2.1.2. ensuring proactive and pre-emptive management of all Services;
  - 2.1.3. providing strategic advice and support in the provision of the Services;
  - 2.1.4. acting as the liaison point between the Company's Representative and the Supplier; and
  - 2.1.5. ensuring that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Company's Representative.
- 2.2. The Supplier shall comply with the organisational chart attached at Appendix 1 (Organisational Chart) to this Schedule 21 (Contract Management). The Supplier shall populate such organisational chart with the names of relevant Supplier's Personnel within twenty (20) Working Days of the Services Commencement Date. The Supplier shall update such organisational chart and submit to the Company for approval Quarterly. Such organisation chart cannot be varied unless agreed by the parties in writing.
- 2.3. The Supplier shall set up, implement and maintain Contract Management Groups to govern the Contract at a strategic, tactical and operational level as set out in Table 1 (Contract Management Groups) of this Schedule 21.
- 2.4. The Contract Management Groups shall meet, as a minimum, in accordance with the frequencies set out in Table 2 (Contract Management Group Frequencies) of this Schedule 21.
- 2.5. The Supplier shall ensure that all Supplier Personnel attending meetings have the necessary delegated authority to act on behalf of the Supplier. In the absence of the Supplier's Account Director or other Key Personnel, a suitable qualified replacement must be provided.
- 2.6. The Company shall, prior to each anniversary of the Services Commencement Date, develop and issue an annual schedule of meetings to monitor and manage the performance of the Services by the Supplier.
- 2.7. The Company shall develop and issue agendas for all meetings no later than two (2) Working Days prior to each meeting and shall take minutes of all meetings. The Meeting Chair (as set out in Tables 3-7 of this Schedule 21) shall be responsible for issuing the minutes of all meetings for agreement with the Company within five (5) Working Days of each meeting taking place.
- 2.8. All meetings shall be held at the Company's premises unless agreed otherwise by the Company.
- 2.9. The Supplier shall, in addition to all meetings and plans specified in this Schedule 21, attend any meeting and produce reports in accordance with Schedule 2 (Payment).
- 2.10. The Supplier shall attend, with the Company in each Contract Year, the meetings

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set out in Tables 3-7 of this Schedule 21, in the frequencies stated below:

<b>Table 3</b>	Annual Strategic Review	Annually
<b>Table 4</b>	Contract Innovation Efficiency Review	Bi-Annually
<b>Table 5</b>	Quarterly Review	Quarterly
<b>Table 6</b>	Period Progress Meeting	Each Period
<b>Table 7</b>	Service Delivery Review	Daily, Weekly (as required)

Table 1: Contract Management Groups

	Company - Contract Management	Supplier – Contract Management
Strategic	<ul style="list-style-type: none"> <li>Contract Owner(s)</li> </ul>	<ul style="list-style-type: none"> <li>Account Director – (Director of Rail)</li> </ul>
Tactical	<ul style="list-style-type: none"> <li>Senior Operational Contract Management Representatives</li> <li>Senior Commercial Contract Management Representatives</li> </ul>	<ul style="list-style-type: none"> <li>Senior Operational Contract Management Representatives (Senior Account Manager)</li> <li>Senior Commercial Contract Management Representatives (Commercial Manager)</li> </ul>
Operational	<ul style="list-style-type: none"> <li>Operational Contract Management Representatives</li> <li>Commercial Contract Management Representatives</li> </ul>	<ul style="list-style-type: none"> <li>Operational Contract Management Representatives (Technical Services Manager)</li> <li>Commercial Contract Management Representatives (Commercial Manager)</li> </ul>

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**Table 2: Contract Management Group Frequencies**

	Attendees	Frequency
Strategic	<ul style="list-style-type: none"> <li>TfL Contractor Owner(s)</li> <li>Supplier - Account Director</li> <li>Senior Operational and Commercial Management Representatives</li> </ul>	Annually
Tactical	<ul style="list-style-type: none"> <li>Senior Operational Management Representatives</li> <li>Senior Commercial Management Representatives</li> </ul>	Annually Biannually Quarterly
Operational	<ul style="list-style-type: none"> <li>Commercial Contract Management Representatives</li> <li>Operational Contract Management Representatives</li> </ul>	Each Period Weekly
		Daily Briefings

**Table 3: Annual Strategic Review**

Strategic - Annual Strategic Review	
<p>Purpose - A strategic assessment of the relationship between the parties, including:</p> <ul style="list-style-type: none"> <li>• business updates from the Company and the Supplier;</li> <li>• achievement of the Company's objectives for the Contract;</li> <li>• significant risks and issues affecting the Supplier's performance;</li> <li>• Supplier performance with agreement of actions for improvement;</li> <li>• success of Contract Innovation Efficiency objectives by the Supplier and actions for improvement;</li> <li>• review of the Supplier's Service Delivery Plan;</li> <li>• Supplier's compliance with Specification and the service level requirements set out in Schedule 12 (Performance Measurement);</li> <li>• review of the Supplier's progress in respect of strategy, health, safety and environmental issues (including a review of the Strategic Labour Needs and Training Plan (as set out in the Service Delivery Plan) and compliance with Schedule 7 (Health, Safety, Quality and Environmental)); and</li> <li>• developments within the parties and changes in the facilities management market and industry that affect the Contract.</li> </ul>	
Title:	Annual Strategic Review
Frequency	Annual
Business Level	Pan TfL - Strategic
Main Agenda Items	<ul style="list-style-type: none"> <li>• Annual performance review</li> <li>• Annual financial review</li> <li>• Contract Innovation Efficiency objectives</li> <li>• Business and marketplace developments</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• TfL Contractor Owner(s)</li> <li>• Supplier - Account Director</li> <li>• Senior Operational and Commercial Management Representatives</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Supplier - Account Director</li> <li>• Senior Operational and Commercial Management Representatives</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company's Representative</li> </ul>
Reports Required	<ul style="list-style-type: none"> <li>• Quarterly Contract Scorecard summarising Supplier performance in accordance with Schedule 12 (Performance Measurement)</li> <li>• Forward Maintenance Plan (as defined and in accordance with Schedule 3 (Specification))</li> <li>• Annual Maintenance Plan (as defined and in accordance with Schedule 3)</li> </ul>
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> <li>• Minutes</li> <li>• Actions with responsibility for completion allocated and target dates for completion</li> </ul>

**Table 4: Contract Innovation Efficiency Review**

Tactical – Contract Innovation Efficiency Review	
Purpose – A review to identify opportunities for cost reduction and Contract Innovation Efficiency objectives.	
<b>Title:</b>	Contract Innovation Efficiency Review
Frequency	Bi Annual
Business Level	Pan TfL - Tactical
Main Agenda Items	<ul style="list-style-type: none"> <li>• Contract Innovation Efficiency objectives</li> <li>• Review Contract Innovation Efficiency objectives for previous Contract Year</li> <li>• Modify and set out Contract Innovation Efficiency objectives for the following Contract Year</li> <li>• Supplier performance review</li> <li>• Financial review</li> <li>• Cost reduction analysis</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• Senior Operational Management Representatives</li> <li>• Senior Commercial Management Representatives</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Senior Operational Management Representatives</li> <li>• Senior Commercial Management Representatives</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company's Commercial Representative</li> </ul>
Reports Required	<ul style="list-style-type: none"> <li>• Report on compliance with Schedule 20 (Contract Innovation Efficiency)</li> <li>• Quarterly Contract Scorecard summarising Supplier performance in accordance with Schedule 12 (Performance Measurement)</li> </ul>
Decisions/ Reports / Outputs	<ul style="list-style-type: none"> <li>• Minutes</li> <li>• Actions with responsibility for completion allocated and target dates for completion</li> </ul>



**Table 5: Quarterly Review**

Tactical – Quarterly Review	
<p>Purpose - An operational review of performance of the Services by Supplier, including:</p> <ul style="list-style-type: none"> <li>• review of progress by Supplier in respect of strategy, health, safety and environmental issues (including a review of the Strategic Labour Needs and Training Plan (as set out in the Service Delivery Plan) and compliance with Schedule 7 (Health, Safety, Quality and Environmental));</li> <li>• updates to the Forward Maintenance Plan;</li> <li>• Quarterly review of Supplier performance;</li> <li>• review of Relief Events; and</li> <li>• review of Contract Innovation Efficiency objectives.</li> </ul>	
Title:	Quarterly Review
Frequency	Each Quarter
Business Level	Pan TfL - Tactical
Main Agenda Items	<ul style="list-style-type: none"> <li>• Performance review</li> <li>• Financial review</li> <li>• Business and marketplace developments</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• Commercial Contract Management Representatives</li> <li>• Operational Contract Management Representatives</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Commercial Contract Management Representatives</li> <li>• Operational Contract Management Representatives</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company's Representative</li> </ul>
Reports Required	<ul style="list-style-type: none"> <li>• Quarterly Contract Scorecard summarising Supplier performance in accordance with Schedule 12 (Performance Measurement)</li> </ul>
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> <li>• Minutes</li> <li>• Actions with responsibility for completion allocated and target dates for completion</li> </ul>

**Table 6: Period Progress Meeting**

Operational – Period Progress Meeting	
<p>Purpose - An operational review of performance of the Services by the Supplier, including:</p> <ul style="list-style-type: none"> <li>• review of Supplier performance in previous Period;</li> <li>• review of Payment Applications and payment adjustments;</li> <li>• evaluation of the Supplier's skills and resourcing requirements;</li> <li>• resolution of on-going Supplier performance issues;</li> <li>• review of Additional Works and Variation Orders; and</li> <li>• review of progress by Supplier in respect of health, safety and environmental issues (including compliance with Schedule 7 (Health, Safety, Quality and Environmental)) and waste and resources management).</li> </ul>	
Title:	Period Progress Meeting
Frequency	Each Period per business unit
Business Level	Operational business unit specific
Main Agenda Items	<ul style="list-style-type: none"> <li>• Key Performance Indicator review</li> <li>• Financial review</li> <li>• Operational updates</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• Operational Contract Management Representatives</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Operational Contract Management Representatives</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company's Representative</li> </ul>
Reports Required	<ul style="list-style-type: none"> <li>• Quarterly Contract Scorecard summarising Supplier performance in accordance with Schedule 12 (Performance Measurement)</li> <li>• Update on remedial actions undertaken by the Supplier</li> <li>• Update on achievement of planned and reactive maintenance activities</li> <li>• Reports on faults</li> <li>• Report on waste and resources management</li> <li>• Update on any resource/technical/safety issues</li> </ul>
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> <li>• Minutes</li> <li>• Actions with responsibility for completion allocated and target dates for completion</li> </ul>

**Table 7: Service Delivery Review**

Operational – Service Delivery Review	
<p>Purpose - A brief discussion to address operational concerns for that Period, including:</p> <ul style="list-style-type: none"> <li>• day to day operational issues;</li> <li>• Additional Works;</li> <li>• brief update on operational priorities for that day/week (as applicable); and</li> <li>• set-out actions and key objectives for the following 24 hours.</li> </ul>	
Title:	Service Delivery Review
Frequency	Daily/Weekly (as required or requested by the parties)
Business level	Business unit - Operational
Main Agenda Items	<ul style="list-style-type: none"> <li>• Review of Schedule 12 (Performance Measurement)</li> <li>• Outstanding jobs</li> <li>• Action plan</li> <li>• Weekly update</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• Operational Contract Management Representatives</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Operational Contract Management Representatives</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company's Representative</li> </ul>
Reports Required	<ul style="list-style-type: none"> <li>• Update on remedial actions undertaken by the Supplier</li> <li>• Update on achievement of planned and reactive maintenance activities</li> <li>• Update on faults</li> <li>• Update on assessment of risks</li> </ul>
Outputs	Any decisions, reports or other outputs

### **3. Supplier's Plans**

3.1. The Supplier shall comply with the plans listed in this paragraph 3 and as set out in the Service Delivery Plan, which are:

3.1.1. Service Delivery Plan;

3.1.2. Quality Management Plan, in accordance with Schedule 7 ( Health, Safety, Quality and Environmental Requirements);

3.1.3. Health and Safety Plan, in accordance with Schedule 7;

3.1.4. Environmental Management Plan, in accordance with Schedule 7;

3.1.5. Corporate Social Responsibility (CSR) Plan;

3.1.6. Competency Management and Training Plan;

3.1.7. Strategic Labour Needs and Training Plan, in accordance with Schedule 17 (Strategic Labour Needs and Training);

3.1.8. Business Continuity Plan; and

3.1.9. Demobilisation Plan.

3.2. The Supplier shall review and submit to the Company for approval updated copies of such plans as per the frequencies specified in paragraph 3.4 of this Schedule 21 (Contract Management).

3.3. The Company shall provide the Supplier with comments on the plans within thirty (30) Working Days of receipt. The Supplier shall incorporate the comments and suggestions of the Company and shall issue a revised copy of the plans to the Company within fourteen (14) Working Days of receipt. No amended plan shall take effect until the Company's Representative has confirmed the Company's approval of the amended plan(s).

3.4. The Supplier shall be required to provide the above plans in the frequencies stated below:

<b>Plan</b>	<b>Frequency</b>
Service Delivery Plan	Annually
Health, Safety, Quality and Environmental Plan	Annually
Competency Management and Training Plan	Annually
Strategic Labour Needs and Training Plan	Annually
Business Continuity Plan	Annually
Demobilisation Plan	Annually

#### **3.4.1. Service Delivery Plan**

3.4.1.1. The Supplier shall comply with the Service Delivery Plan. The Supplier shall provide such Service Delivery Plan in accordance with the requirements of paragraph 3.4.1 of this Schedule 21 (Contract Management) at least twenty (20) Working Days before the Services Commencement Date. The Supplier shall update the Service Delivery Plan and submit to the Company for approval annually. The Service Delivery Plan cannot be varied unless agreed by the parties in writing.

- 3.4.1.2. The Supplier shall provide, on a Service-by-Service basis and in accordance with the Contract, including the structure and content of Schedule 3 (Specification), details of how the Supplier shall deliver the Services.
- 3.4.1.3. The Supplier shall submit method statements setting out the Supplier's arrangements for providing the Services and details of the equipment and other resources that the Supplier proposes to use in the delivery of Services.
- 3.4.1.4. The Supplier shall describe its overall approach to managing the Contract. This shall include, but shall not be limited to:
- the names and positions of the Supplier's Key Personnel for each of the Contract Management Groups (as set out in Table 1 of this Schedule 21);
  - the Supplier's address for serving of notices;
  - the management organisational structure for the Contract, showing full time equivalent allowances;
  - roles, responsibilities and key skills and competencies of each member of the Supplier's management structure;
  - the Supplier's approach to the management of the Services;
  - the Supplier's approach to collaborative working;
  - the Supplier's reporting processes;
  - the Supplier's approach to recruitment, training and development of Supplier Personnel; and
  - how the Supplier will manage Supplier Personnel and Sub-Contractors.

**3.4.2. Health, Safety, Quality and Environmental Plan**

The Supplier shall set out its approach to health, safety, quality, environment and corporate social responsibility in accordance with Schedule 7 (Health, Safety, Quality and Environmental Requirements).

**3.4.3. Competency Management and Training Plan**

The Supplier shall provide a plan demonstrating how the Supplier will meet all training requirements for itself and its Sub-Contractors in accordance with section 3.3 of Schedule 3 (Specification).

**3.4.4. Strategic Labour Needs and Training (SLNT) Delivery Plan**

The Supplier shall provide a plan demonstrating how the Supplier will meet the minimum Strategic Labour Needs and Training outputs for itself and its Sub-Contractors in accordance with Schedule 17 (Strategic Labour Needs and Training).

**3.4.5. Business Continuity Plan**

- 3.4.5.1. The Supplier shall comply with the Business Continuity Plan attached at Appendix 3 (Business Continuity Plan) to this Schedule 21. The Supplier shall provide such Business Continuity Plan in accordance with the requirements of paragraph 3.4.8 of this Schedule 21 within twenty (20) Working Days of the Services Commencement Date. The Business Continuity Plan cannot be varied unless agreed by the parties in writing.

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- 3.4.5.2. The Business Continuity Plan shall detail how the Supplier will fulfil its responsibilities and obligations to the Company under the terms of the Contract in the event of an incident affecting the Supplier's ability to provide the Services, including its business recovery arrangements and testing regime.
- 3.4.5.3. The Supplier shall review and update, in conjunction with the Company's Representative, its Business Continuity Plan on a six (6) monthly basis, unless an alternative frequency is agreed between the parties.
- 3.4.5.4. The Supplier shall review and test the robustness of its Business Continuity Plans annually (unless an alternative frequency is agreed between the parties) or following any incident or business change and implement changes to the plan based on test outcomes.
- 3.4.5.5. The Supplier shall be responsible for providing assurance to the Company that its Business Continuity Plan is fit for purpose to recover, within reasonable timescales, parts of the Supplier's business so as to provide continuity in performance of the Services in accordance with the Contract.
- 3.4.5.6. The Supplier shall provide to the Company, upon request, evidence that its Business Continuity Plan is tested on an annual basis. The Company reserves the right to ask for further details regarding the Supplier's Business Continuity Plan.
- 3.4.5.7. The Supplier shall identify risks to continuity of delivery of the Services to the Company and develop a specific Business Continuity Plan to ensure that all Services are available to the Company as required, and there is minimum disruption to the Company in the event of incidents where the Business Continuity Plan is enacted.
- 3.4.5.8. Within the Business Continuity Plan, the Supplier shall set out its approach to managing operational and commercial risk. This shall include, but shall not be limited to, the Supplier's Contract-specific plan for business continuity, incorporating the potential risks to business continuity, its mitigation strategies, how the Services will be delivered in the event of a disruption to normal operations and how the Business Continuity Plan will be tested.

#### 3.4.6. Demobilisation Plan

The Supplier shall deliver a Demobilisation Plan in accordance with Schedule 15 (Obligations on Handover).

APPENDIX 1: ORGANISATIONAL CHART























**APPENDIX 2: NOT USED**

**APPENDIX 3: BUSINESS CONTINUITY PLAN**

















**SCHEDULE 22: TRAINING**

**Company Mandatory Training of Supplier Personnel**

<b>Training Course</b>	<b>Company Reference</b>	<b>Required For</b>	<b>Delivery Unit(s) Required For (Reference to Specification Section)</b>
TFL Fire Warden	FW	Site Person in Charge (SPC) or nominated responsible person only	All Delivery Units
TFL Fire Watchperson	FWP	Site Person in Charge (SPC) or nominated responsible person only	All Delivery Units
TFL Manual Handling	MH	All Supplier Personnel undertaking maintenance activities	All Delivery Units
TFL First Aid at Work	FAW	Site Person in Charge (SPC) or nominated responsible person only	All Delivery Units
TFL Controller of Site Safety	COSS	Site Person in Charge (SPC) or nominated responsible person only	All Delivery Units

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#### **SCHEDULE 23 : DOCUMENTS ON CD-ROM**

The documents on the CD-ROM titled “Contract Reference Number: TFL-00927 - 1FM Bundle 3 Lot 3 - Mechanical, Electrical, Fabric and Premises Maintenance (Surface & Head Office Facilities) – Documents on CD-ROM” are incorporated into the Contract.