



Transport for London



Schedule 2, Part 1
The Statement of Requirements
Rapid Charge Point Concessions
Framework Agreement

OJEU Ref : 2016/S 061-104855

TfL Reference Number: tfl_scp_001290

Version: Final V4
Date: 23/12/2016

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1. DEFINITIONS

In this Invitation to Submit (ITS) (including all documents) unless the context indicates otherwise the following expressions shall have the following meanings:

“Abnormal”	has the meaning given to it in Clause 3.6.8;
“Acceptable Service Levels”	has the meaning given to it in paragraph 1.10 of Schedule 3 (Service Levels);
“Acquired Equipment”	has the meaning given in Clause 29.4.3.1;;
“Agreement”	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
“Agreement Commencement Date”	the date for commencement of this Agreement specified in Schedule 1 (Key Agreement Information);
“Alternative Back Office System”	such system or systems as may be utilised by an Authority Charge Point Operator to capture data relating to the availability of a Charge Point, its use by customers, the processing of payments and any other associated data as is required by the Statement of Requirements to be capable of being communicated by and/or and accessed from the Charge Point;
“Authority Charge Point Operator”	the relevant Awarding Authority or its nominee or any person acquiring ownership of a Charge Point in succession to an Awarding Authority;
“Awarding Authority”	the “Awarding Authority” named in the Call-Off Contract, which may be the Contracting Authority, any subsidiary (direct or indirect) of the Contracting Authority, the GLA functional bodies and any subsidiary and/or Public Bodies in the Greater London Area (as defined in the Local Authorities Goods and Services Act 1970);





“Awarding Authority Branding”	such logo or other branding relating to the Awarding Authority as such Awarding Authority may require to be displayed in accordance with (and for the purposes set out in) Clause 5.5, provided always that such logo or branding shall not be in any way offensive, defamatory or infringe any third party intellectual property rights;
“Awarding Authority Group”	the Awarding Authority in its own right, its holding company (where applicable) and of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and all subsidiaries from time to time of its holding company (where applicable) together;
“Awarding Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Awarding Authority Group, but excluding the Sites;
“Base Charge Reserve Value”	the minimum annual charge that is determined by the Awarding Authority in its sole discretion and specified in a Request Form as being payable in respect of a particular Site pursuant to a proposed Call-Off Contract;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Cap Reset Amount”	has the meaning given in Clause 20.11.4.1;
“Call-Off Contract”	a call-off contract in the form set out in Schedule 6 (Call-Off Contract Template) that has been executed by the Concessionaire and the Awarding Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
“Call-Off Contract Number”	the reference number for a Call-Off





	Contract, as specified in the relevant Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Concessionaire by the Awarding Authority;
“Call-Off Guarantor”	means any person who agrees to act as guarantor under a Parent Company Guarantee pursuant to Clause 3.13.1;
“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
“Call-Off Year”	means (as applicable): (a) the period of 12 months from and including the first day of a Call-Off Term; and (b) thereafter, the period of 12 months from and including each subsequent anniversary of the first day of the Call-Off Term;
“Cessation Plan”	a plan agreed between the Parties or determined by the Awarding Authority pursuant to Clause 30: (a) to give effect to a Declaration of Ineffectiveness; or (b) to give effect to a Public Procurement Termination Event;
“Charge Point Data”	real time data in relation to the status and availability of each and all Charge Points, including as a minimum the categories of data set out at Appendix 2 to Part 1 to Schedule 2 (Statement of Requirements);
“Charge Points”	the charge points and related infrastructure for electric vehicles to be financed, installed, operated and maintained by the Concessionaire at the Sites in accordance with this Agreement and the relevant Call-





	Off Contract;
“Concessionaire Equipment”	<p>the equipment and materials of whatsoever nature installed at the Sites and used by the Concessionaire in providing the Services under any Call-Off Contract:</p> <p>(a) including without limitation the Charge Points; and</p> <p>(b) excluding any equipment and materials which the Call-Off Contract states is not to be treated as Concessionaire Equipment for the purpose of the Call-Off Contract;</p>
“Concessionaire’s Call-Off Manager”	<p>the person who is identified as the Concessionaire’s Call-Off Manager in a Proposal, it being acknowledged that such person may be the same person as is identified as being the Concessionaire’s Manager for the purposes of this Agreement;</p>
“Concessionaire’s Manager”	<p>the person who is identified as the Concessionaire’s Manager in Schedule 1 (Key Agreement Information);</p>
“Concessionaire’s Personnel”	<p>all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Concessionaire as are engaged in the performance of any of the Services;</p>
“Concessionaire Property”	<p>the equipment and materials of whatsoever nature used by the Concessionaire in providing the Services under any Call-Off Contract, including Concessionaire Equipment but excluding the Proprietary System;</p>
“Confidential Information”	<p>all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Contracting Authority and/or Awarding Authority</p>





(whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Contracting Authority and/or Awarding Authority;

“Consumer Prices Index”

means the United Kingdom consumer prices index as published from time to time by the Office for National Statistics as “CPI” or, if such index shall cease to be published or there is, in the reasonable opinion of the Contracting Authority (in the case of this framework Agreement) or the Awarding Authority in respect of a Call-Off Contract), a material change in the basis of the index or if, at any relevant time, there is a delay in the publication of the index, such other prices index as the Contracting Authority or Awarding Authority (as applicable) may, after consultation with the Concessionaire, determine to be appropriate in the circumstances;

“Contact Centre”

means a customer service function operated by the Concessionaire to enable Customers to register queries and/or complaints with the Concessionaire in connection with the provision of the Services by the Concessionaire via the following means of communication:

- (a) telephone;
- (b) email; and
- (c) letter;

“Contract Information”

the Agreement, any Call-Off Contract and related Site Agreement(s) in their entirety (including from time to time agreed changes to the same);





“Contracting Authority Branding”	<p>such logo or other branding as relates to:</p> <ul style="list-style-type: none">(a) the Contracting Authority; and/or(b) the contractual framework established by virtue of the procurement process commenced by the ITP and relating to the subject matter of this Agreement, <p>as an Awarding Authority may require to be displayed in accordance with (and for the purposes set out in) Clause 5.5, provided always that such logo or branding shall not be in any way offensive, defamatory or infringe any third party intellectual property rights;</p>
“Customer”	<p>means any person who subscribes, hires or uses Charge Points;</p>
“CPI”	<p>means the percentage increase in the level of the Consumer Prices Index (“Index”) between:</p> <ul style="list-style-type: none">(a) the level of the latest monthly Index to be published prior to the commencement of a Call-Off Term; and(b) the level of the Index published for the equivalent month in the Call-Off Year immediately preceding the Call-Off Year in respect of which the relevant calculation is being made;
“Declaration of Ineffectiveness”	<p>a declaration made by a Court of competent jurisdiction under regulation 98 and which has any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 SI 2015/102 or under regulation 59 and which has any of the consequences described in regulation 62 of the Concession Contracts Regulations 2016 SI 2016/273;</p>
“Delayed Purchase Notice”	<p>has the meaning given in Clause 29.4.2.9;</p>
“Deleterious Materials”	<p>any goods, materials or substances which are themselves or which incorporate</p>





substances which are generally known at the time of recommendation, specification or use to be deleterious to health and safety or the durability of the completed Charge Points and any other Concessionaire Equipment in the particular circumstances in which they are used or are otherwise not in accordance with British Standards, codes of practice or good building practice or techniques;

“Dispute”	has the meaning given in Clause 27.1;
“Disputing Party”	in respect of a Dispute: <ul style="list-style-type: none">(a) relating to the Agreement means the Contracting Authority and the Concessionaire; and(b) relating to a Call-Off Contract means the Awarding Authority and the Concessionaire;
“Early Cessation Date”	has the meaning given in Clause 28.7;
“Exit Plan”	the Concessionaire’s Exit Plan contained in Schedule 9 of this Agreement (as may, in the context of a particular Call-Off Contract, be supplemented for the purpose of that Call-Off Contract);
“Financial Principles”	the financial principles on which the Turnover Charge element of the Payments due under each Call-Off Contract shall be calculated, reported on and paid as set out in Schedule 4 (Calculation and Payment of the Turnover Charge);
“Financial Year”	the twelve month period commencing on 1 April each year and ending on 31 March the following year;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural





catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“**Affected Party**”) to perform its obligations in accordance with the terms of this Agreement (which includes for this purpose, a relevant Call-Off Contract) but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Future Site Charges”

the aggregate of all Site Charges which would have been payable in respect of a relevant Site during the period:

- (a) on and from (as applicable):
 - (i) the date of termination of the relevant Call-Off Contract and its related Site Agreement(s); or
 - (ii) where Clause 28.7 applies, the Early Cessation Date; and
- (b) until and including the date on which the relevant Call-Off Contract and its related Site Agreement(s) would have terminated had the relevant Call-Off Contract and its related Site Agreement(s) continued in force and effect for the full duration of the applicable Call-Off Term;

“Go-Live Date”

the date specified in each Call-Off Contract by which the Charge Points are to have been installed and commissioned at all of the Sites;

“Go-Live Delay Event”

means any circumstance which:

- (a) is beyond the Concessionaire’s reasonable control;





- (b) is caused by or arises as a result of:
- (i) any act or omission (including delay) of a statutory undertaker; or
 - (ii) any act or omission (including delay) of a local or other competent public authority;

which gives rise to a delay in the granting of any Statutory Consent; or the doing of any other act or thing required to be done by the applicable undertaker or public authority; and

- (c) causes the Concessionaire to be unable to meet the Go-Live Date;

“Holding Company”

any company which from time to time directly or indirectly controls the Concessionaire as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) the Concessionaire and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Concessionaire or the Holding Company;
- (c) being a company, either or both of the Concessionaire or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both the Concessionaire or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the





meaning of the Insolvency Act 1986;

- (e) being an individual or firm, the Concessionaire becoming bankrupt or dying; or
- (f) any similar event to those in (a) to € above occurring in relation to either or both of the Concessionaire or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“ITP”

has the meaning given in Recital B;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Management Information Data”

data which shows the pattern and extent of usage of the Charge Points operated under each Call-Off Contract, including as a minimum the categories of data set out at Appendix 1 to Part 1 to Schedule 2 (Statement of Requirements);

“Maintenance Direct Agreement

an agreement or other arrangement:

- (a) between a Maintenance Provider and





the Awarding Authority;

- (b) under which the Maintenance Provider undertakes that it will (if and to the extent requested by the Awarding Authority) provide Maintenance Services to the Authority Charge Point Operator for the Maintenance Period; and
- (c) on the terms provided in the Exit Plan or otherwise reasonably acceptable to the Awarding Authority;

“Maintenance Period”

means the period commencing on the termination or expiry of a Call-Off Contract and continuing until the end of the Temporary Operation Period (if any) or (if a Purchase Notice or a Delayed Purchase Notice is served) for whichever is the longer of:

- (a) 2 years on and from the date of termination or expiry of the Call-Off Contract; and
- (b) the remainder of the expected lifetime of the item (to be defined in the Maintenance Direct Agreement);

“Maintenance Provider”

a person procured by the Concessionaire to provide Maintenance Services (and where the Concessionaire itself provides the Maintenance Services in respect of any Concessionaire Equipment shall be the Concessionaire);

“Maintenance Services”

services to maintain the Concessionaire Equipment such that it performs in accordance with its specification and the Statement of Requirements and any additional requirements imposed by the Call-Off Contract, including the provision of any spare parts required for that purpose;

“Milestone”

an event which is the completion of one or more of the specified activities as may be





set out in the Project Plan;

“Mini-Competition”

a competitive process which the Awarding Authority may from time to time utilise to select a concessionaire to provide services at its sites from time to time;

“Mobilisation Consents”

any Statutory Consents which the Concessionaire has expressly identified in a Proposal as being required to be given during the period between entry into of the Call-Off Contract and the applicable Go-Live Date;

“Open Charge Point Protocol”

the “Open Charge Point Protocol” published from time to time by the Open Charge Alliance or such other person or organisation responsible from time to time for the publication of the Open Charge Point Protocol;

“Parent Company Guarantee”

has the meaning given in Clause 3.13.1;

“Parties”

in respect of:

- (a) this Agreement, the Contracting Authority and the Concessionaire; and
- (b) a Call-Off Contract, the Awarding Authority and the Concessionaire,

(in each case, including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;

“PAYG Average Price”

the average price per kilowatt hour (kWh) charged to Customers for use of Charge Points on a PAYG Basis pursuant to a Call-Off Contract, measured over each Reporting Period and calculated as follows:

PAYG Average Price	=	Total revenue (excluding VAT) generated on a PAYG Basis in a Reporting Period pursuant to a Call-Off Contract
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		(including applicable connection charges but excluding overstay charges)

		Total kWh delivered on a PAYG Basis in a Reporting Period pursuant to a Call-Off Contract;

“PAYG Basis”

any payment system provided by the Concessionaire which allows Customers to turn up and pay to use Charge Points on a standalone transaction by transaction basis, without (for example and without limitation) any requirement to pre-register or join a subscription or membership model or have any other agreement or arrangement with the Concessionaire or a third party related or contracted to the Concessionaire;

“Payments”

the payments to be made by the Concessionaire to the Awarding Authority pursuant to any Call-Off Contract;

“PCG Cap Reset Amount”

has the meaning given to it in Clause 20.11.4.2;

“Procurement Regulations”

the Public Contracts Regulations 2015 SI 2015/102 or the Concession Contracts Regulations 2016 SI 2016/273;

“Project Plan”

the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;

“Procurement Manager”

the person named as such in Schedule 1 (Key Agreement Information) or such other person as notified to the Concessionaire by the Contracting Authority;





“Proposal”	the Concessionaire’s proposal in respect of the installation, maintenance and operation of Concessionaire Equipment at Site(s) in response to a Request Form. A Proposal must include a draft Call-Off Contract signed by the Concessionaire;
“Proprietary Software”	software used in the Proprietary System;
“Proprietary System”	the back-office software system used by the Concessionaire to capture the use of the Charge Points by customers, process customer payments and capture/process any other associated data, as identified as such in Part 2 of the Statement of Requirements;
“Public Procurement Termination Event”	has the meaning given in Clause 30.7;;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in regulation 73(1) of the Public Contracts Regulations 2015 SI 2015/102 or regulation 44(1) of the Concession Contracts Regulations 2016 SI 2016/273;
“Purchase Notice”	has the meaning given in Clause 29.4.1.5;
“Relevant Call-Off Cap”	has the meaning given in Clause 20.11.4.3;
“Relevant PCG Cap”	has the meaning given in Clause 20.11.4.4;
“Relevant Equipment”	has the meaning given in Clause 29.4.1.4;
“Removal and Clean Up Costs”	has the meaning given in Clause 29.4.1.4;
“Reporting Period”	each period of typically twenty eight (28) days within the Contracting Authority’s financial calendar as set out in Appendix 1 to Schedule 1 (Key Agreement Information) or otherwise supplied by the Contracting Authority from time to time, provided that (a) where a Call-Off Term commences on a day other than the first day of a





Reporting Period (“First Reporting Period”), such First Reporting Period shall be shortened to the number of days running from and including the first day of the Call-Off Term until and including the last day of such First Reporting Period; and

- (b) where a Call-Off Term terminates or expires on a day other than the last day of a Reporting Period (“Last Reporting Period”), such Last Reporting Period shall be shortened to the number of days running from and including the first day of such Last Reporting Period until and including the day on which the Call-Off Term expires or is terminated;

“Request Form”

a document produced by the Awarding Authority pursuant to Clause 3, setting out its request for a Proposal, **which document** shall be in the form set out in Schedule 5 (Request Form (Mini-Competition)) or in such other form as may be notified to the Concessionaire by the Awarding Authority from time to time;

“SA Sub-contractor”

has the meaning given in Clause 3.14.1;

“Services”

- (a) the installation, operation and maintenance of Charge Points and any other Concessionaire Equipment and related services and activities to be undertaken by the Concessionaire at any Site pursuant to a Call-Off Contract; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract as being provided by the Concessionaire;





“Service Levels”	the minimum service levels for the Services as set out in Schedule 3 (Service Levels);
“Site”	any site from which the Concessionaire will be required to provide the Services as set out in the Call-Off Contract, subject to and in accordance with the Site Agreement;
“Site Agreement”	the legally binding lease or licence (as required pursuant to the terms of an individual Call-Off Contract) governing the basis on which the Concessionaire (and, where applicable, an SA Sub-contractor) may use a Site for the Services;
“Site Charge”	the charge payable by the Concessionaire in relation to a Site as specified in a Call-Off Contract, such Site Charge not to be less than the Base Charge Reserve Value;
“Specification”	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;
“Statement of Requirements”	the statement of requirements for the Services to be provided under each Call-Off Contract as set out in Schedule 2 (Statement of Requirements);
“Statutory Consents”	any statutory approvals, consents, licences or permissions required from any local or other competent public authority to enable the Concessionaire lawfully to carry out and complete the Services or to reinstate them following their damage or destruction;
“Temporary Operation Notice”	has the meaning given in Clause 29.4.1.4;
“Temporary Operation Period”	has the meaning given in Clause 29.4.1.4;
“Term”	the period during which this Agreement continues in force as set out in Clause 4;
“Third Party Direct Agreement”	has the meaning given to it in Clause 16.4.3.2;





“Third Party Owner”	has the meaning given in Clause 16.4.3;
“Transparency Commitment”	the Awarding Authority’s commitment to publish its contracts, tender documents in accordance with the Local Government Transparency Code 2015 and the Awarding Authority’s own published transparency commitments;
“Turnover Charge”	has the meaning given in paragraph 1 of Schedule 4 (Calculation and Payment of the Turnover Charge);
“Turnover Percentage”	has the meaning given in paragraph 1 of Schedule 4 (Calculation and Payment of the Turnover Charge);
“Unutilised Call-Off Cap Amount”	has the meaning given in Clause 20.11.4.5;
“Unutilised PCG Cap Amount”	has the meaning given in Clause 20.11.4.6;
“Utilised Call-Off Cap Amount”	has the meaning given in Clause 20.11.1;
“Utilised PCG Cap Amount”	has the meaning given in Clause 20.11.2; and
“VAT”	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.





2. REQUIREMENT

2.1 General requirement

TfL is seeking to establish a Framework of Concessionaires who will be responsible for financing, installing, operating and maintaining Fast and Rapid Charge Points and related infrastructure for Electric Vehicles on identified sites in Greater London; it is envisioned that the Charge Points will be in operation 365 days a year, 24 hours a day where practical.

Awarding Authorities will be able to access the framework to offer Call Off Contracts for the installation and operation of Charge Points and related infrastructure.

2.2 Specific requirements

The Concessionaires shall deliver the Concessionaire Equipment, Concessionaire Property (as applicable) and Services in accordance with the following requirements:

2.2.1 General Requirements:

- a. The Concessionaire shall own or have financial responsibility for all Concessionaire Equipment and Concessionaire Property (as applicable) and be liable for repair and replacement of these regardless of cause.
- b. The Concessionaire shall be responsible, where relevant for the following activities related to the Concessionaire Equipment and Concessionaire Property (as applicable) including:
 - i. design;
 - ii. supply;
 - iii. installation
 - iv. testing;
 - v. commissioning;
 - vi. operation
 - vii. maintenance; and
 - viii. disposal

2.2.2 Environmental

- a. The Concessionaire shall hold and maintain an environmental management system incorporating the rapid charging framework and Call Off Contracts, independently certified to BS EN ISO 14001: 2004, or equivalent, for the Term.
- b. The Concessionaire shall at all times ensure compliance with all relevant environmental legislation, obtaining all necessary environmental permits.

2.2.3 Health and Safety

- a. The Concessionaire shall at all times ensure compliance with all relevant health and safety legislation.





- b. The Concessionaire shall be solely responsible for the recording, reporting, resolution, safety audit and root cause analysis of any and all accidents, safety incidents, near misses and health and safety concerns in relation to the Agreement.
- c. The Concessionaire shall report to the Awarding Authority immediately full details of any accidents, safety incidents, near misses, safety audits and health and safety concerns that have been reported to the Health and Safety Executive (HSE).

2.2.4 Security

- a. The Concessionaire shall, at all times ensure that the Concessionaire Equipment, Concessionaire Property (as applicable) and Services comply with, as may be amended or superseded by equivalent legislation from time to time:
 - i. (1) BS ISO/IEC 27001:2013 (Specification for Information Security Management); and
 - ii. (2) BS ISO/IEC 27002:2013 (Code of Practice for Information Security Management).
- b. The Concessionaire shall ensure all Concessionaire Equipment, Concessionaire Property (as applicable) and Services are compliant throughout the term with the latest version of the Payment Card Industry Data Security Standard (PCI DSS) as may be amended or superseded by equivalent legislation or guidance from time to time.
- c. The Concessionaire shall immediately notify the Awarding Authority of any actual or threatened breach in connection with the security of the Concessionaire Equipment, Concessionaire Property (as applicable) or Services.

2.2.5 Data Requirements

- a. The Concessionaire shall provide Management Information Data and reports in accordance with Appendix 1 (Management Information Data).
- b. The Concessionaire shall make Management Information Data available to Awarding Authorities via a secure web-based portal.
- c. The Concessionaire shall be required to provide to the Awarding Authority such number of individual log-in permissions to the portal as the Awarding Authority may require.
- d. The Concessionaire shall provide necessary training and documentation to authorised Awarding Authority users to enable them to access the portal and perform basic functions.
- e. The Concessionaire shall provide the ability for Awarding Authorities to export Charge Points Usage data into a Microsoft Excel and/or Comma Separate Value (.csv) format, which can be downloaded from the portal.
- f. The Concessionaire shall ensure that any management information reports provided electronically to the Awarding Authority are made available in two





formats, Microsoft Excel and PDF, and that these formats are kept compatible with versions of the software used by the Awarding Authority.

- g. The Concessionaire shall provide Charge Points Data in accordance with Appendix 2 (Charge Points Data).

2.2.6 Financial

- a. The Concessionaire shall be responsible for all revenue collection and payment activities.
- b. The Concessionaire shall ensure that Customers have the availability to pay at the point of use without having to pre-register as part of a membership scheme; as a minimum the ability to pay with a Credit or Debit Card at the Charge Points.
- c. The Concessionaire is free to define the customer payment channels but must ensure the payment solution is cashless.
- d. The Concessionaire shall grant the Awarding Authority access to all audit Data, reports and results from audits commissioned by the Concessionaire which relate (in whole or in part) to the Services.

2.2.7 Installation and Commissioning:

- a. The Concessionaire shall install all Concessionaire Equipment and Concessionaire Property (as applicable) in accordance with:
 - i. the relevant Call Off Contract;
 - ii. any planning consents in place for the Sites; and
 - iii. the relevant Site Agreement.
- b. The Concessionaire shall be responsible for obtaining all relevant permits for installation of on-street Concessionaire Equipment and Concessionaire Property (as applicable) and any maintenance work on an ongoing basis at no additional cost to the Awarding Authority.
- c. The Concessionaire shall be responsible for arranging suspensions as part of traffic management where required and the related costs, including but not limited to:
 - i. parking or loading bay suspensions;
 - ii. bus stop suspensions; and
 - iii. lane rental charges
- d. The Concessionaire shall submit design proposals for the Concessionaire Equipment and Concessionaire Property (as applicable) as part of its response to each Request Form (Schedule 5 of Volume 3) issued in connection with a proposed Call Off Contract.
- e. The Concessionaire shall conform to the standards and working practices set out below, as such standards may be amended or superseded by equivalent standards from time to time:
 - i. BS 7671 – The IET Wiring Regulations;
 - ii. IET Code of Practice for Electric Vehicle Charging Equipment Installation 2015;
 - iii. TR 2130C – Environmental tests for Motorway Communications Equipment;
 - iv. BSI ISO 9001:2008 – Quality Management System;





- v. BSI ISO 14001:2004 – Environmental Management System;
and
- vi. Construction, Design and Management Regulations 2015.
- f. TfL shall be responsible for coordinating with the relevant Distribution Network Operator to provide a suitable service termination at each applicable site in advance of issue of a Request Form (Schedule 5 of Volume 3) in connection with a proposed Call-Off Contract. The Concessionaire shall be responsible for providing, installing and commissioning all additional Concessionaire Equipment and Concessionaire Property (as applicable), including the supply of utilities and services that are required for the operation of the Concessionaire Equipment and Concessionaire Property (as applicable)..
- g. The Concessionaire shall be responsible for the installation, testing and certification of all electrical infrastructure within the Electrical Feeder Pillar, Charge Points and related infrastructure in accordance with BS7671 as may be amended or superseded by equivalent legislation from time to time.
- h. The Concessionaire shall be responsible for organising the commissioning of the Site ensuring all relevant parties are involved.
- i. All Sites must be jointly commissioned by the Concessionaire and the Awarding Authority prior to entering service.
- j. The nominated agent of the Awarding Authority shall have the right to inspect any part of the Concessionaire Equipment, Concessionaire Property (as applicable) or the works and confirm their conformity with the Concessionaire's proposed design and/or relevant standards
- k. The Concessionaire shall, at its own expense, rectify all defects identified in the commissioning procedure.
- l. The Concessionaire shall submit as-built drawings of the Concessionaire Equipment and Concessionaire Property (as applicable) to the Awarding Authority following completion of the commissioning procedure.

2.2.8 Infrastructure:

- a. The Concessionaire shall ensure that all Concessionaire Equipment and Concessionaire Property (as applicable) will not interfere with any existing statutory undertakers or any other existing equipment commonly found in areas where Charge Points are typically installed.
- b. The Concessionaire shall ensure that Charge Points display, by a means which is resistant to weather and vandalism, a unique Asset identifier which may be up to ten (10) alphanumeric digits long.
- c. The design of the charging equipment shall permit compliance with the requirements of BS 8300:2009+A1:2010.
- d. The Concessionaire shall ensure Charge Points are certified with a CE mark in accordance with EC Directive 768/2008/EC.
- e. All Charge Points shall be compliant with:
 - i. BS EN 61851 Part 1
 - ii. Electromagnetic Compatibility Regulations 2006
 - iii. Electrical Equipment Safety Regulations 1994
- f. AC charging equipment shall be compliant with BS EN 61851 Part 22
- g. DC charging equipment shall be compliant with BS EN 61851 Part 23
- h. AC Charge Points output shall be rated at a minimum of 22kW.
- i. DC Charge Points output shall be rated at a minimum of 20kW.





- j. The Concessionaire shall ensure that Charge Points conform to IEC 62196
- k. The Concessionaire shall ensure that all electrical equipment shall comply with all relevant standards including but not limited to BS7671, The Requirements for Electrical Installations 17th edition, including any amendments to or successors of this standard.
- l. The Concessionaire shall ensure that the following information is made available to Customers at each Charge Points:
 - i. how to operate the Charge Points;
 - ii. how to pay;
 - iii. tariffs;
 - iv. Incident Helpline telephone number; and
 - v. all other contact information
- m. The Concessionaire shall ensure that Charge Points conform to all relevant European Union requirements for Electromagnetic Compatibility (EMC) and the Low Voltage Directive. This may be either by:
 - i. production of self-certification documentation to demonstrate overall compliance with the EMC requirements; or
 - ii. testing the Charge Points Infrastructure to prove compliance.
- n. The Concessionaire must provide assurance that risks to human health such as exposure to Electromagnetic Fields (EMF) have been fully assessed. This could include evidence of meeting internationally recognised guidelines for human exposure to EMF, for both public and occupational cases. The Concessionaire must demonstrate as a minimum that their products meet the requirements and threshold limits set by applicable regulations and standards.

2.2.9 Infrastructure Maintenance:

- a. The Concessionaire shall ensure that it obtains and keeps up to date all necessary permissions, permits and authorities to allow operational and maintenance activities to be undertaken at Sites.
- b. The Concessionaire shall ensure that all operation and maintenance works undertaken on Concessionaire Equipment and Concessionaire Property (as applicable) are in accordance with:
 - i. the relevant Call Off Contract;
 - ii. any planning consents in place for the Sites; and
 - iii. the relevant Site Agreement.
- c. The Concessionaire is responsible and shall conduct all maintenance and repair work in accordance with Health and Safety Legislation and with all due regard for the safety of Concessionaire Personnel and third parties, including Customers, Awarding Authority Personnel and members of the public
- d. The Concessionaire shall be responsible for any communications with the Distribution Network Operator for any mains power supply issues. .
- e. The Concessionaire shall be responsible for keeping the Concessionaire Equipment and Concessionaire Property (as applicable) clean and serviceable at all times.
- f. The Concessionaire shall ensure that where individual Charge Points have been suspended, the Concessionaire ensures the following:
 - i. a message advising of the suspension is clearly articulated and visible to the Customer; and





- ii. Customers are prevented from using the Charge Points
- g. When directed by the Awarding Authority to remove an element of the Concessionaire Equipment and/or Concessionaire Property from Site, the Concessionaire shall ensure that the Site, including all surfaces, is returned to the condition that existed prior to the implementation of that Concessionaire Equipment and/or Concessionaire Property and in accordance with the NRSWA (Specification for the Reinstatement of Openings in Highways: A Code of Practice) where applicable.

2.2.10 Back Office

- a. The Concessionaire shall ensure the Proprietary System uses accurate time clocks.
- b. The Concessionaire shall comply with the BS EN 62368 standard as may be amended or superseded by equivalent legislation from time to time.
- c. The Concessionaire shall comply with BS EN 60073 standard as may be amended or superseded by equivalent legislation from time to time.
- d. The Concessionaire shall provide a Customer service function to allow Customers to register queries and complaints by the following means:
 - i. telephone;
 - ii. email; and
 - iii. letter
- e. The Concessionaire shall ensure that the Customer telephone number used to register incidents is available twenty four (24) hours, seven (7) days a week for the duration of the Call Off Contract term.
- f. The Concessionaire shall ensure that when a Customer terminates their charging session, the Proprietary System calculates the usage and processes the completion of the transaction in near real-time.
- g. The Concessionaire shall ensure their Proprietary System displays a message to the Customer confirming the completion of the transaction in near real time.
- h. The Concessionaire shall ensure their Proprietary System records the receipt of payments against a Customer record and is able to provide a Customer a receipt and/or VAT receipt upon request for any financial transaction in line with current legislation.
- i. The Concessionaire shall ensure that their Proprietary System records and the customer is able to access the following information for each use of the Charge Points:
 - i. Charge Points Reference Number
 - ii. Charge Points location;
 - iii. date and start time of Charge;
 - iv. date and end time of Charge
 - v. total and billable duration;
 - vi. KW hours provided; and
 - vii. charge amount/cost.
- j. The Concessionaire shall ensure that all financial Data is recorded in the functional currency of the Awarding Authority, which as at the date of this Contract is Pounds sterling (GBP).





- k. The Concessionaire shall ensure that customers shall have the ability to access the terms and conditions of use in text format, as a minimum, at the customer's request.





3. SERVICE LEVELS (SLS) AND PERFORMANCE INDICATORS (PIS)

3.1 Service Level and Performance Indicators

These are detailed in Schedule 3 of Volume 3 of the ITS.





4. APPENDICES

Appendix 1. Management Information Data

As a minimum the Concessionaire shall be required to provide the following Management Information Data to the Awarding Authority for the preceding 4-weekly period:

- Charge Points Usage Data
 - Total number of charging sessions
 - Total number of unique customers
 - Total kWh delivered
 - Total duration of charging sessions
 - Breakdown of usage by individual Charge Points
 - Breakdown of usage by day
- Incident Management Data
 - Total number of incidents raised
 - Breakdown by Incident Type
 - Overall percentage of incidents resolved within SLA timeframe
 - Percentage of incidents resolved within SLA timeframe, broken down by Incident Type
- Contact Centre Data
 - Percentage availability of contact centre
 - Average queueing time for contact centre calls
 - Percentage of calls answered within 240 seconds
 - Percentage of calls answered within 90 seconds
- PAYG Average Price
 - Average price per kilowatt hour (kWh) charged to Customers for use of Charge Points on a PAYG Basis;





Appendix 2. Charge Points Data

The Concessionaire shall be required to provide live Charge Points data to the Awarding Authority. The Awarding Authority may use this data to provide a live consolidated data feed of rapid Charge Points to developers to use in their own software and services. Further details can be accessed here - <https://tfl.gov.uk/info-for/open-data-users/>. TfL may also use this data to provide a dynamic charge point view on its own website.

As a minimum the Concessionaire shall be required to provide the following Charge Points Data to the Awarding Authority. For dynamic data (e.g. Charge Points Status) updates should be provided on a real-time basis. TfL will provide the opportunity for Concessionaires to engage with the TfL technical team in order to facilitate the capture and integration of the Concessionaire's Charge Points Data.

- Charge Points Name
- Charge Points Reference
- Charge Location (Latitude/Longitude)
- Charge Points Connectors
- Charge Points Power Rating
- Charge Points Status (Available / In Use / Out of Service)
- Restrictions on Use (e.g. taxi only)

