

<b>Table 1</b>	
<b>Critical Success Factor</b>	<b>Customers</b>
<b>Key Performance Indicator</b>	C1 - Customer Satisfaction
<b>Performance Indicator</b>	C1A - Feedback Survey – Commercial Response
<b>PI Measure</b>	Commercial stakeholders' satisfaction of the customer service provided by the Supplier
<b>PI Purpose</b>	To ensure a high level of customer service from the Supplier
<b>PI Event Definition</b>	<p>The Company's Representative will nominate a commercial stakeholder (where the Services are being provided) to assess the Supplier's performance.</p> <p>The assessment will be made against customer service questions and assessment criteria set out in Schedule 12c (Performance Measurement) - Appendix 1 (Feedback Surveys).</p> <p>The commercial stakeholders will be selected by the Company (at its discretion) from individuals responsible for the commercial management of the Contract. This will typically be commercial or contract managers.</p>
<b>PI Monitoring Methods</b>	<p>On a quarterly basis the identified stakeholders will score the Supplier on the basis of the customer service questions and assessment criteria set out in Schedule 12c (Performance Measurement) – Appendix 1 (Feedback Surveys).</p> <p>Each question will be scored on the following basis:</p> <ul style="list-style-type: none"> <li>• 5 points – Exceeds Requirements</li> <li>• 4 points – Meets Requirements</li> <li>• 2 points – Below Requirements</li> <li>• 0 points – Poor</li> </ul> <p>Each question will carry an equal weighting.</p> <p>An overall percentage score will be calculated by adding together the score achieved for each question, dividing by the total maximum score and multiplying by 100.</p> <p>The expectation is that the Supplier achieves a score of 65% or more, as set out in the Performance Levels below.</p>
<b>Supplier Responsibilities</b>	None
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	The Supplier is scored at greater or equal to 65% across all TfL Business Areas.
<b>Level 2 - Below Requirements</b>	The Supplier is scored at between 50% and 64.99%
<b>Level 3 - Unsatisfactory</b>	The Supplier is scored at less than 50%
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



<b>Table 2</b>	
<b>Critical Success Factor</b>	<b>Customers</b>
<b>Key Performance Indicator</b>	C1 - Customer Satisfaction
<b>Performance Indicator</b>	C1B - Feedback Survey – Client Response
<b>PI Measure</b>	Client stakeholders' satisfaction of the customer service provided by the Supplier
<b>PI Purpose</b>	To ensure a high level of customer service from the Supplier
<b>PI Event Definition</b>	<p>The Company's Representative will nominate a client stakeholder (where the Services are being provided) to assess the Supplier's performance.</p> <p>The assessment will be made against customer service questions and assessment criteria set out in Schedule 12c (Performance Measurement) – Appendix 1 (Feedback Surveys).</p> <p>The client stakeholders will be selected by the Company (at its discretion) from individuals responsible for the non-commercial management of the Contract. This will typically be asset or building managers.</p>
<b>PI Monitoring Methods</b>	<p>On a quarterly basis the identified stakeholders will score the Supplier on the basis of the customer service questions and assessment criteria set out in Schedule 12c (Performance Measurement) – Appendix 1 (Feedback Surveys).</p> <p>Each question will be scored on the following basis:</p> <ul style="list-style-type: none"> <li>• 5 points – Exceeds Requirements</li> <li>• 4 points – Meets Requirements</li> <li>• 2 points – Below Requirements</li> <li>• 0 points – Poor</li> </ul> <p>Each question will carry an equal weighting.</p> <p>An overall percentage score will be calculated by adding together the score achieved for each question, dividing by the total maximum score and multiplying by 100.</p> <p>The expectation is that the Supplier achieves a score of 65% or more, as set out in the Performance Levels below.</p>
<b>Supplier Responsibilities</b>	None
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	The Supplier is scored at greater or equal to 65% across all TfL Business Areas
<b>Level 2 - Below Requirements</b>	The Supplier is scored at between 50 and 64.99%
<b>Level 3 - Unsatisfactory</b>	The Supplier is scored at less than 50%
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



**Table 3**

<b>Critical Success Factor</b>	<b>Customers</b>
<b>Key Performance Indicator</b>	C1 - Customer Satisfaction
<b>Performance Indicator</b>	C1C - Feedback Survey – End user response
<b>PI Measure</b>	End user stakeholders' satisfaction of the customer service provided by the Supplier
<b>PI Purpose</b>	To ensure a high level of customer service from the Supplier
<b>PI Event Definition</b>	<p>The Company's Representative will nominate an end user stakeholder (where the Services are being provided) to assess the Supplier's performance.</p> <p>The assessment will be made against customer service questions and assessment criteria set out in Schedule 12c (Performance Measurement) – Appendix 1 (Feedback Surveys).</p> <p>The end user stakeholders will be selected by the Company (at its discretion) from individuals responsible for the operational performance. This will typically be recipients of the Services, for example Rail/bus station staff, depot staff or office staff.</p>
<b>PI Monitoring Methods</b>	<p>On a quarterly basis the identified stakeholders will score the Supplier on the basis of the customer service questions and assessment criteria set out in Schedule 12c (Performance Measurement) – Appendix 1 (Feedback Surveys).</p> <p>Each question will be scored on the following basis:</p> <ul style="list-style-type: none"> <li>• 5 points – Exceeds Requirements</li> <li>• 4 points – Meets Requirements</li> <li>• 2 points – Below Requirements</li> <li>• 0 points – Poor</li> </ul> <p>Each question will carry an equal weighting.</p> <p>An overall percentage score will be calculated by adding together the score achieved for each question, dividing by the total maximum score and multiplying by 100.</p> <p>The expectation is that the Supplier achieves a score of 65% or more, as set out in the Performance Levels below.</p>
<b>Supplier Responsibilities</b>	None
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	The Supplier is scored at greater or equal to 65% across all TfL Business Areas
<b>Level 2 - Below Requirements</b>	The Supplier is scored at between 50 and 64.99%
<b>Level 3 - Unsatisfactory</b>	The Supplier is scored at less than 50%
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



### 3. Critical Success Factor - People

- 3.1. This CSF is defined as “Valuing our people”.
- 3.2. This CSF is measured through the following KPIs and PIs:
  - 3.2.1. KPI P1 – Training and Personnel, incorporating the following PIs:
    - a) P1A – Achievement of Agreed SLNT Plan (as set out in Table 4);
    - b) P1B – Key Personnel turnover (as set out in Table 5); and
- 3.3. Details of how these KPIs and PIs are measured are set out in the following Tables 4 to 5.
- 3.4. During the first four Periods following the Services Commencement Date:
  - 3.4.1. the PI and KPI targets will be reduced by 10%; and
  - 3.4.2. the Escalation Procedure shall not be initiated where the Supplier achieves “Below Requirements” or “Unsatisfactory” scores (as defined in the following tables) in relation to any KPI or PI.
  - 3.4.3. Any “Below Requirements” or “Unsatisfactory” scores achieved by the Supplier in respect of the first four Periods following the Services Commencement Date shall not be carried forward to initiate the Escalation Procedure in Quarters 3 and 4.



<b>Table 4</b>	
<b>Critical Success Factor</b>	<b>People</b>
<b>Key Performance Indicator</b>	P1 – Training and Personnel
<b>Performance Indicator</b>	P1A – Achievement of Agreed SLNT Plan
<b>PI Measure</b>	The Supplier meets its contractual SLNT obligations in accordance with Schedule 17 of the Contract.
<b>PI Purpose</b>	To ensure the Supplier is providing long term developmental training for Supplier Personnel.
<b>PI Event Definition</b>	The Supplier's Agreed SLNT Plan for SLNT Output is compared to the Supplier's actual SLNT Outputs.
<b>PI Monitoring Methods</b>	On a quarterly basis the SLNT Outputs for each TfL Business Area as defined by the Agreed SLNT Plan are compared to the actual SLNT Outputs achieved by the Supplier
<b>Supplier Responsibilities</b>	To prepare the Initial SLNT Plan and the Agreed SLNT Plan in accordance with Schedule 17 (Strategic Labour Needs and Training) of the Contract.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	The actual SLNT Outputs achieved by the Supplier equals or exceeds the SLNT Outputs set out in the Agreed SLNT Plan in the relevant Quarter.
<b>Level 2 - Below Requirements</b>	The actual SLNT Outputs achieved by the Supplier is less than the SLNT Outputs set out in the Agreed SLNT Plan.
<b>Level 3 - Unsatisfactory</b>	No SLNT Outputs are achieved in the relevant Period.
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



<b>Table 5</b>	
<b>Critical Success Factor</b>	<b>People</b>
<b>Key Performance Indicator</b>	P1 – Training and Personnel
<b>Performance Indicator</b>	P1B – Key Personnel turnover
<b>PI Measure</b>	The number of Key Personnel who have left the Contract within the last 13 Periods
<b>PI Purpose</b>	To ensure continuity of the Supplier's senior contract management team
<b>PI Event Definition</b>	Key Personnel has the meaning ascribed to it in Clause 1.1 (Definitions and Interpretation) of the Contract
<b>PI Monitoring Methods</b>	On a rolling 13 Period basis the number of Key Personnel who have left the Contract is assessed.
<b>Supplier Responsibilities</b>	To retain records of changes in Key Personnel in the preceding 13 Periods and provide a quarterly report to the Company.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	No changes in Key Personnel in the last 13 Periods
<b>Level 2 - Below Requirements</b>	Up to 2 changes in Key personnel in the last 13 Periods
<b>Level 3 – Unsatisfactory</b>	More than 2 changes in Key personnel in the last 13 Periods
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



#### 4. Critical Success Factor – Delivery

4.1. This CSF is defined as “Delivering safe, reliable, clean, sustainable and accessible transport”.

4.2. This CSF is measured through the following KPIs and PIs:

4.2.1. KPI D1 – Planned Maintenance, incorporating the following PI:

- a) D1A – Planned/Periodic maintenance completed against plan (as set out in Table 6).

4.2.2. KPI D2 – Fault Management, incorporating the following PI:

- a) D2C – All faults rectified to time (as set out in Table 7).

4.2.3. KPI D5 – Management Information, incorporating the following PI:

- a) D4A – Asset Reporting (as set out in Table 8).

4.2.4. KPI 56 – Health, Safety, Environmental, incorporating the following PIs:

- b) D5A – Number of Supplier audits completed versus planned (as set out in Table 9);
- c) D5B – Number of lost time injuries (as set out in Table 10);
- d) D5C – Number of statutory notices/pollution events (as set out in Table 11); and
- e) D5D – Number of non-compliances attributed to failure to meet a requirement of Schedule 7 (as set out in Table 12).

4.2.5. KPI 67 – Technical, incorporating the following PI:

- a) D6A – Works/faults/planned maintenance completed in accordance with the Specification (as set out in Table 13);

4.2.6. KPI D7 – Commercial, incorporating the following PI:

- a) D7A – Accuracy of applications for payment (as set out in Table 14).

4.3. Details of how these KPIs and PIs are measured are set out in the following Tables 6 to 14.

4.4. During the first four Periods following the Services Commencement Date:

4.4.1. PI and KPI targets will be reduced by 10%; and

4.4.2. the Escalation Procedure and Abatement process (where applicable) will not be initiated where the Supplier achieves “Below Requirements” or “Unsatisfactory” scores (as defined in the following tables) in relation to any KPI or PI.



4.5. Any “Below Requirements” or “Unsatisfactory” scores achieved by the Supplier in respect of the first four Periods following the Services Commencement Date shall not be carried forward to initiate the Escalation Procedure in Quarters 3 and 4.



<b>Table 6</b>	
<b>Critical Success Factor</b>	<b>Delivery</b>
<b>Key Performance Indicator</b>	D1 - Planned Maintenance (PM)
<b>Performance Indicator</b>	D1A – Planned/periodic maintenance completed against the Programme
<b>PI Measure</b>	The percentage of PM activities completed by the Supplier
<b>PI Purpose</b>	To ensure that PM activities are carried out in accordance with the Programme
<b>PI Event Definition</b>	The number of completed PM activities expressed as a percentage of the number of planned PM activities set out in the Programme in the relevant Period.
<b>PI Monitoring Methods</b>	<p>The number of completed PM activities recorded by the Asset Management System (“<u>Activities Complete</u>”) divided by the number of planned PM activities set out in the Programme in the relevant Period (“<u>Activities Planned</u>”) and multiplied by 100 to give the percentage of completed PM activities:</p> $\text{Percentage completed} = \frac{\text{Activities Completed}}{\text{Activities Planned}} \times 100$
<b>Supplier Responsibilities</b>	To update the Asset Management System in respect of the PM activities completed.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	Percentage of completed PM activities is greater than or equal to 90%
<b>Level 2 - Below Requirements</b>	Percentage of completed PM activities is between 80 to 89.99%
<b>Level 3 - Unsatisfactory</b>	Percentage of completed PM activities is less than 80%
<b>Quarterly Contract Scorecard</b>	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



<b>Table 7</b>	
<b>Critical Success Factor</b>	<b>Delivery</b>
<b>Key Performance Indicator</b>	D2 - Fault Management
<b>Performance Indicator</b>	D2C – All Faults rectified on time
<b>PI Measure</b>	Faults rectified within the timescales set out in the Contract
<b>PI Purpose</b>	To ensure faults are rectified in a timely manner in accordance with the Contract
<b>PI Event Definition</b>	The number of Faults rectified within the Rectification Times as set out in Schedule 12c - Appendix 2 expressed as a percentage of the total number of Faults notified to the Supplier.
<b>PI Monitoring Methods</b>	<p>The number of Faults rectified within the Rectification Times (“Faults Closed on Time”) as set out in Schedule 12c - Appendix 2 divided by the total of the total number of standard faults issued to the Supplier (the “Total Faults”) and multiplied by 100 to give the percentage of faults rectified on time:</p> $\text{Percentage of Faults closed on time} = \frac{\text{Faults Closed on Time}}{\text{Total Faults}} \times 100$ <p>(the Company reserves the right to measure each Rectification Time Service Level for each Priority Level eg: both - Make safe and Permanent Rectification OR Interim Rectification And - Further attendance and Permanent Rectification)</p>
<b>Supplier Responsibilities</b>	To update the Company on the rectification of each Fault.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	Percentage of Faults closed on time is greater than or equal to 95%
<b>Level 2 - Below Requirements</b>	Percentage of Faults closed on time is between 80 to 94.99%
<b>Level 3 - Unsatisfactory</b>	Percentage of Faults closed on time is less than 80%
<b>Quarterly Contract Scorecard</b>	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



<b>Table 8</b>	
<b>Critical Success Factor</b>	<b>Delivery</b>
<b>Key Performance Indicator</b>	D4 – Management Information
<b>Performance Indicator</b>	D4A – Asset reporting
<b>PI Measure</b>	The percentage of audits which confirm that the Supplier's asset reporting is up to date and meets the required data accuracy in compliance with the Specification.
<b>PI Purpose</b>	To measure compliance with the Supplier's asset reporting obligations as set out in Appendix N to the Specification.
<b>PI Event Definition</b>	The number of audits which fail to demonstrate full compliance with the Specification, expressed as a percentage of the total number of audits undertaken by the Supplier.
<b>PI Monitoring Methods</b>	<p>The Company will, for each Period, carry out random audits of the Supplier's asset reporting including, but not limited to, the frequency and timeliness of updating the asset reports and data accuracy.</p> <p>The Company will collate the results from the random audits undertaken during each Period and will determine the number of audits which confirm compliance with the Specification (the "<u>Satisfactory Audits</u>"). The Company will also record the total number of random audits undertaken in the relevant Period (the "<u>Total Audits</u>") to give the percentage success rate:</p> $\text{Percentage success rate} = \frac{\text{Satisfactory Audits}}{\text{Total Audits}} \times 100$
<b>Supplier Responsibilities</b>	To comply with its asset reporting obligations under the Contract and to assist the Company in undertaking audits.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	Percentage success rate is equal to or greater than 98%
<b>Level 2 - Below Requirements</b>	Percentage success rate is between 95 and 97.99%
<b>Level 3 - Unsatisfactory</b>	Percentage success rate is less than 95%
<b>Quarterly Contract Scorecard</b>	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



**Table 9**

<b>Critical Success Factor</b>	<b>Delivery</b>
<b>Key Performance Indicator</b>	D5 – Health, Safety, Environmental
<b>Performance Indicator</b>	D5A – Number of Supplier audits completed versus planned
<b>PI Measure</b>	The number of the Supplier’s health and safety audits completed as a percentage of those planned.
<b>PI Purpose</b>	To measure the effectiveness of the Supplier’s health and safety monitoring systems.
<b>PI Event Definition</b>	The number of the Supplier’s health and safety audits completed in the relevant Period, expressed as a percentage of the number of planned audits to be undertaken.
<b>PI Monitoring Methods</b>	<p>The Supplier collates the number of health and safety audits completed in the relevant Period (the “<u>Actual number of Audits</u>”) and makes a comparison against the planned number of audits to be undertaken in the relevant Period, as advised to the Company’s Representative, prior to the Period commencing (the “<u>Planned Number of Audits</u>”). The Actual Number of Audits is divided by the Planned Number of Audits and multiplied by 100 to give the percentage of audits completed:</p> $\text{Percentage audits completed} = \frac{\text{Actual Number of Audits}}{\text{Planned Number of Audits}} \times 100$
<b>Supplier Responsibilities</b>	To collate the number of health and safety audits completed in the relevant Period and to compare these against the planned number of audits to be undertaken in the relevant Period (as advised to the Company’s Representative).
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	Percentage audits completed is equal to or greater than 98%
<b>Level 2 - Below Requirements</b>	Percentage audits completed is between 95 and 97.99%
<b>Level 3 - Unsatisfactory</b>	Percentage audits completed is less than 95%
<b>Quarterly Contract Scorecard scoring</b>	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



<b>Table 10</b>	
<b>Critical Success Factor</b>	<b>Delivery</b>
<b>Key Performance Indicator</b>	D5 – Health, Safety, Environmental
<b>Performance Indicator</b>	D5B – Number of lost time injuries
<b>PI Measure</b>	Number of lost time injuries to Supplier Personnel occurring within a given Period.
<b>PI Purpose</b>	To measure the Supplier's compliance with its health and safety obligations set out in Part 8 of the Contract.
<b>PI Event Definition</b>	Lost time injuries ("LTIs") attributed to Supplier Personnel in connection with the delivery of the Services.
<b>PI Monitoring Methods</b>	The Supplier will provide details of any LTIs attributed to Supplier Personnel to the Company in connection with the delivery of the Services.
<b>Supplier Responsibilities</b>	The Supplier will provide details of any LTIs occurring within a given Period to the Company.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	0 LTIs in relevant Period
<b>Level 2 - Below Requirements</b>	n/a
<b>Level 3 - Unsatisfactory</b>	>0 LTIs in relevant Period
<b>Quarterly Contract Scorecard</b>	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



**Table 11**

<b>Critical Success Factor</b>	<b>Delivery</b>
<b>Key Performance Indicator</b>	D5 – Health, Safety, Environmental
<b>Performance Indicator</b>	D5C – Number of statutory notices/pollution events
<b>PI Measure</b>	The number of statutory notices/pollution event notices issued to the Supplier in connection with the delivery of the Services.
<b>PI Purpose</b>	To measure the Supplier's compliance with environmental regulations, as set out in Schedule 7 of the Contract.
<b>PI Event Definition</b>	The number of statutory notices/pollution events notices issued to the Supplier or a Sub-Contractor in connection with the delivery of the Services during a 13 Period rolling assessment timeframe.
<b>PI Monitoring Methods</b>	<p>The Supplier is required to inform the Company immediately in the event that it or a Sub-Contractor receives a statutory notice or a pollution event notice which is associated with the delivery of the Services or the actions of the Supplier or a Sub-Contractor ("<u>All Notices</u>"). The number of notices issued is divided by 13 to give the average number of notices issued per Period:</p> $\text{Average number of notices issued per Period} = \frac{\text{All Notices}}{13}$
<b>Supplier Responsibilities</b>	To disclose all statutory notices/pollution event notices to the Company.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	Average number of notices issued per Period is less than or equal to 0.08
<b>Level 2 - Below Requirements</b>	Average number of notices issued per Period is between 0.09 and 0.23
<b>Level 3 - Unsatisfactory</b>	Average number of notices issued per Period is greater than 0.23
<b>Quarterly Contract Scorecard</b>	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



Table 12	
Critical Success Factor	Delivery
Key Performance Indicator	D5 – Health, Safety, Environmental
Performance Indicator	D5D – Number of non-compliances attributed to failure to meet a requirement of Schedule 7
PI Measure	The number of non-compliances attributed to a failure by the Supplier to meet a requirement of Schedule 7 of the Contract in connection with the delivery of the Services.
PI Purpose	To measure the Supplier's compliance with the requirements of Schedule 7 of the Contract.
PI Event Definition	The number of non-compliances attributed to the Supplier's failure to meet a requirement of Schedule 7 in connection with the delivery of the Services during a 13 Period rolling assessment timeframe.
PI Monitoring Methods	<p>The Company will record all non-compliances by the Supplier against the requirements set out in Schedule 7 ("<u>All Non-Compliances</u>"). The total number of non-compliances is then divided by 13 to give the average number of non-compliances issued per Period:</p> <p>Average number of non-compliances per Period =</p> $\frac{\text{All Non-Compliances}}{13}$
Supplier Responsibilities	
Performance Levels	
Level 1 - Meets Requirements	Average number of non-conformances issued per Period is less than or equal to 0.08
Level 2 - Below Requirements	Average number of non-conformances issued per Period is between 0.09 and 0.23
Level 3 - Unsatisfactory	Average number of non-conformances issued per Period is greater than 0.23
Quarterly Contract Scorecard	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> <p>Percentage score = <math>\frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100</math></p> <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



<b>Table 13</b>	
<b>Critical Success Factor</b>	<b>Delivery</b>
<b>Key Performance Indicator</b>	D6 – Technical
<b>Performance Indicator</b>	D6A – Works/faults/planned maintenance completed in accordance with the Specification
<b>PI Measure</b>	The percentage of audits carried out by the Company confirming the delivery of the Services by the Supplier which comply with the Specification and the Programme.
<b>PI Purpose</b>	To measure the Supplier's compliance with the Specification in relation to delivery of the Services.
<b>PI Event Definition</b>	The number of audits carried out by the Company which fail to demonstrate compliance by the Supplier with the Specification, expressed as a percentage of the total number of audits undertaken by the Company.
<b>PI Monitoring Methods</b>	<p>The Company will, during each Period, carry out random audits of the Services provided by the Supplier including, but not limited to, planned preventative maintenance activities, fault and repair maintenance activities and Additional Works. The Company will collate the results from the random audits undertaken during each Period and will determine the number of audits which confirm compliance with the Specification (the "Satisfactory Audits"). The Company will also record the total number of random audits undertaken in the Period (the "Total Audits") to give the percentage success rate of the Supplier:</p> $\text{Percentage success rate} = \frac{\text{Satisfactory Audits}}{\text{Total Audits}} \times 100$
<b>Supplier Responsibilities</b>	To assist the Company in undertaking audits, inspections and assurance exercises.
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	Percentage success rate is greater than or equal to 98%
<b>Level 2 - Below Requirements</b>	Percentage success rate is between 95% and 97.99%
<b>Level 3 - Unsatisfactory</b>	Percentage success rate is less than 95%
<b>Quarterly Contract Scorecard</b>	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



**Table 14**

Critical Success Factor	Delivery
Key Performance Indicator	D7 – Commercial
Performance Indicator	D7A – Accuracy of Defined Cost components within the period applications for payment
PI Measure	The percentage variance between the audited and submitted Defined Cost components of the Application for Payment.
PI Purpose	To measure the data integrity of the Suppliers submitted cost substantiation relation to the submission of accurate application for payments.
PI Event Definition	The percentage accuracy of the submitted and audited Defined Cost. The resultant being the total submitted defined cost divided by the total audited Defined Cost for the items audited that shall represent as a minimum, 5% of the submitted Defined Cost for the Period.
PI Monitoring Methods	<p>Each Period a minimum of 5% (of the Period Defined Cost) sample audit will be undertaken. This will focus on specific Defined Cost components of the Maintenance Contractors Application for Payment such as but not limited to:-</p> <ul style="list-style-type: none"> <li>a) Payment due for specific Maintenance Operatives</li> <li>b) Amount of Invoice for specific items of Plant &amp; Equipment</li> <li>c) Amount of Invoice for specific items of Materials and charges</li> <li>d) Amount of Invoice for specific Subcontractors</li> </ul> <p>The percentage variance =</p> $\frac{\text{Sample Audit Application Amount} - \text{Sample Audit Payment Amount}}{\text{Application Amount}} \times 100$
Supplier Responsibilities	To submit accurate Payment Applications to the Company.
Performance Levels	
Level 1 - Meets Requirements	Percentage variance is less than or equal to 2%
Level 2 - Below Requirements	Percentage variance is between 2.1% and 4%
Level 3 - Unsatisfactory	Percentage variance is greater than 4%
Quarterly Contract Scorecard	<p>The Performance Level will be identified by calculating the average percentage score for all Delivery Units for each period as follows:</p> $\text{Percentage score} = \frac{\text{Total of all Percentage Scores for Quarter}}{\text{Total number of Percentage Scores for Quarter}} \times 100$ <p>For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.</p>



## 5. Critical Success Factor - Value

- 5.1. This CSF is defined as “Providing value for money for fare and tax payers”.
- 5.2. This CSF is measured through the following KPIs and PIs:
  - 5.2.1. KPI V1 – Contract Innovation Efficiency, incorporating the following PIs:
    - a) V1A – Number of continuous improvement suggestions (as set out in Table 15); and
    - b) V1B – Value of continuous improvement throughout the duration of the Contract (as set out in Table 16).
  - 5.2.2. KPI V2 – Additional Works, incorporating the following PI:
    - a) V2A – Applicable products sourced from ECA and WTL (as set out in Table 17).
- 5.3. Details of how these KPIs and PIs are measured are set out in the following Tables 15 to 17.
- 5.4. During the first four Periods following the Services Commencement Date:
  - 5.4.1. the PI and KPI targets will be reduced by 10%; and
  - 5.4.2. the Escalation Procedure shall not be initiated where the Supplier achieves “Below Requirements” or “Unsatisfactory” scores (as defined in the following tables) in relation to any KPI or PI.
- 5.5. Any “Below Requirements” or “Unsatisfactory” scores achieved by the Supplier in respect of the first four Periods following the Services Commencement Date shall not be carried forward to initiate the Escalation Procedure in Quarters 3 and 4.



<b>Table 15</b>	
<b>Critical Success Factor</b>	<b>Value</b>
<b>Key Performance Indicator</b>	V1 – Contract Innovation and Efficiency
<b>Performance Indicator</b>	V1A – Number is continuous improvement suggestions (Proposed CIE Initiatives)
<b>PI Measure</b>	To monitor the number of Proposed CIE Initiatives provided by the Supplier to the Company throughout the duration of the Contract in accordance with Schedule 20 (Contract Innovation Efficiency) to ensure there is always a minimum of 10 Proposed CIE Initiatives in the CIE Initiative Plan at any one time.
<b>PI Purpose</b>	To provide on-going innovation and efficiencies throughout the duration of the Contract.
<b>PI Event Definition</b>	The number of Proposed CIE Initiatives provided by the Supplier to the Company to meet the requirements set out in Schedule 20 (Contract Innovation Efficiency).
<b>PI Monitoring Methods</b>	Proposed CIE Initiatives are recorded in the CIE Initiative Plan set out in Appendix 1 to Schedule 20 (Contract Innovation Efficiency).
<b>Supplier Responsibilities</b>	The Supplier shall ensure that there is always a minimum of 10 Proposed CIE Initiatives in the CIE Initiative Plan and shall keep the CIE Initiative Plan updated at all times, in accordance with Schedule 20 (Contract Innovation Efficiency).
<b>Performance Levels</b>	
<b>Level 1 - Meets Requirements</b>	The number of Proposed CIE Initiatives provided by the Supplier is greater to or equal to 10.
<b>Level 2 - Below Requirements</b>	The number of Proposed CIE Initiatives provided by the Supplier is 8 or 9
<b>Level 3 - Unsatisfactory</b>	The number of Proposed CIE Initiatives provided by the Supplier is less than 8
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, the score attributed to each level is as follows: Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



<b>Table 16</b>	
<b>Critical Success Factor</b>	<b>Value</b>
<b>Key Performance Indicator</b>	V1 – Contract Innovation and Efficiency
<b>Performance Indicator</b>	V1B – Value of continuous improvement throughout the duration of the Contract
<b>PI Measure</b>	Value of Completed CIE Initiatives achieved by the Supplier in accordance with Schedule 20 (Contract Innovation Efficiency).
<b>PI Purpose</b>	To provide on-going innovation and efficiencies throughout the duration of the Contract.
<b>PI Event Definition</b>	The value of Completed CIE initiatives achieved by the Supplier in accordance with Schedule 20 (Contract Innovation Efficiency), assessed annually against the CIE Target for each Contract Year.
<b>PI Monitoring Methods</b>	<p>The Company shall record the total savings made from all Completed CIE Initiatives by the Supplier in a Contract Year (the "<u>Total Value of Completed CIE Initiatives</u>") and measure this value against the CIE Target for that Contract Year (the "<u>Total Value of the CIE Target</u>") to give the percentage value of Completed CIE Initiatives:</p> $\text{The percentage value} = \frac{\text{Total Value of Completed CIE Initiatives}}{\text{Total Value of CIE Target}}$
<b>Supplier Responsibilities</b>	To ensure that Proposed CIE Initiatives are completed to become Completed CIE Initiatives.
<b>Performance Levels</b>	
Level 1 - Meets Requirements	Percentage value of Completed CIE Initiatives is greater than or equal to 95%
Level 2 - Below Requirements	Percentage value of Completed CIE Initiatives is between 80 and 94.99%
Level 3 - Unsatisfactory	Percentage value of Completed CIE Initiatives is less than 80%
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, the score attributed to each level is as follows: Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



<b>Table 17</b>	
<b>Critical Success Factor</b>	<b>Value</b>
<b>Key Performance Indicator</b>	V2 – Additional Works
<b>Performance Indicator</b>	V2B – Applicable products sourced from ECA
<b>PI Measure</b>	The percentage of audits carried out by the Company confirming the Supplier's compliance with the requirements set out in Clause 77 (Enhanced Capital Allowances) of the Contract.
<b>PI Purpose</b>	To enable the Company to support its claim to HM Revenue and Customs in relation to Enhanced Capital Allowances.
<b>PI Event Definition</b>	The number of audits carried out by the Company which demonstrate the Supplier's failure to comply with its obligations under Clause 77 (Enhanced Capital Allowances) of the Contract, expressed as a percentage of the total number of audits undertaken by the Company.
<b>PI Monitoring Methods</b>	<p>The Company shall, during each Period, carry out random audits of the materials provided by the Supplier in relation to, but not limited to, planned preventative maintenance activities, fault and repair maintenance activities and Additional Works.</p> <p>The Company will collate the results from the random audits undertaken during each Period and determine the number of audits which confirm compliance by the Supplier with its obligations under Clause 77 (Enhanced Capital Allowances) of the Contract (the "Satisfactory Audits"). The Company will also record the total number of audits undertaken in the Period (the "Total Audits") to give a percentage success rate:</p> $\text{Percentage success rate} = \frac{\text{Satisfactory Audits}}{\text{Total Audits}} \times 100$
<b>Supplier Responsibilities</b>	The Supplier shall provide information to the Company in accordance with its obligations under Clause 77.3 (Enhanced Capital Allowances) of the Contract as part of each Payment Application.
<b>Performance Levels</b>	
Level 1 - Meets Requirements	Percentage success rate is greater than or equal to 97%
Level 2 - Below Requirements	Percentage success rate is between 94% and 96.99%
Level 3 - Unsatisfactory	Percentage success rate is less than 94%
<b>Quarterly Contract Scorecard</b>	For the Quarterly Contract Scorecard, the score attributed to each level is as follows: Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



## **Schedule 12c: Appendix 1**

### **Feedback Surveys**

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



## Schedule 12c: Appendix 2

### Emergency Clearance Times, Standard Clearance Times and Service Points

- The Supplier shall attend and rectify faults and requests for Reactive Maintenance within the timescales below.
- Attendance and Rectification Times shall start at the same time and shall run concurrently and timescales shall be measured from the time the Supplier receives a fault notification/requirement to deliver Reactive Maintenance from the Company.
- The Supplier shall provide a 24/7 call centre capability to respond to all faults reported by the Company. The Supplier's call centre facility shall be the contact point for the Company and must be operated at all times by suitably trained and competent staff. The call centre facility shall receive from and share data with the Company as required.
- The Supplier shall close out all faults/issued work orders within 2 hours of leaving site.

Priority Level	Priority Name	Description	Action	Service Level
1	Emergency	Faults which present an immediate & serious risk to customer or operational safety or security, involve critical assets or which significantly restrict or prevent normal operation and use of the building/facility/site. <i>Faults which present an immediate &amp; serious risk which are;</i> <ul style="list-style-type: none"> <li>• <i>safety related,</i></li> <li>• <i>consequentially Line or Site service affecting or</i></li> <li>• <i>have the potential to generate significant consequential Equipment or property damage.</i></li> </ul>	Competent resource to attend Site and commence work	Within 2 Hours *
			Make safe and Permanent Rectification OR Interim Rectification	Within 4 Hours *
			Further attendance and Permanent Rectification	Within 48 Hours *
2	Urgent	Faults which are not deemed as Level 1 but which adversely affect customer or operational safety or security or restrict the normal operation of the building/facility/site without disruption or inconvenience.	Competent resource to attend Site and commence work	Within 4 Hours *
			Make safe and Permanent Rectification OR Interim Rectification	Within 24 Hours *
			Further attendance and Permanent Rectification	Within 48 Hours *
3	Non-Urgent	Faults which impinge on the normal operation or use of the building/facility/site but which do not cause immediate disruption or	Permanent Rectification	Within 7 days *



Priority Level	Priority Name	Description	Action	Service Level
		inconvenience. No impact on safety		
4	Routine	Faults of a routine nature or those which present a minor restriction on normal operation of the building/facility/site. No impact on safety	Permanent Rectification	Within 3 months *

*\* shall be measured from notification to the Supplier by the Company*



## SCHEDULE 12d: PAYMENT ABATEMENT

### 1. General

- 1.1. In accordance with Clause 20 (Supplier Performance), payments due to the Supplier from the Company are subject to the Company's right to levy Abatements for failure to achieve the levels of service delivery for each KPI and PI as set out in this Schedule 12 (Performance Measurement).
- 1.2. Schedule 12b (Performance Measurement Matrix) sets out the PIs which shall result in an Abatement being levied by the Company in the relevant Period in the event of the Supplier's performance being assessed to be either "Below Requirements" or "Unsatisfactory" in relation to that PI.
- 1.3. The method of calculation of Abatements is set out in paragraph 2 and an example Abatement calculation is provided (for illustrative purposes only) in paragraph 3.

### 2. Method of calculation

- 2.1. The PIs are assessed in accordance with Schedule 12c (Performance Measurement) for each Delivery Unit.
- 2.2. The payment due to the Supplier for each Delivery Unit is abated on the basis of the assessment made for each of the Abating PIs for that Delivery Unit in accordance with the following table:

For each Abating PI assessed as "Below Requirements", the Delivery Unit payment due to the Supplier for that Period is abated by:	For each Abating PI assessed as "Unsatisfactory", the Delivery Unit payment due to the Supplier for that Period is abated by:
0.5%	1.0%



### 3. Example Abatement Calculation (for illustrative purposes only)

Abating PI assessment	TfL Business Area				
	BCV	SSL	JNP	TfL Corporate	Surface
Planned maintenance completed against plan	Meets requirements	Unsatisfactory	Meets requirements	Meets requirements	Meets requirements
Emergency faults rectified on time	Below requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Standard faults rectified on time	Meets requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Service points against threshold	Meets requirements	Unsatisfactory	Below requirements	Meets requirements	Meets requirements
Critical building availability	Meets requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Asset reporting	Meets requirements	Meets requirements	Meets requirements	Below requirements	Meets requirements
TfL audit of safety & environmental performance	Below requirements	Meets requirements	Meets requirements	Below requirements	Meets requirements
Accuracy of applications for payment	Meets requirements	Meets requirements	Unsatisfactory	Below requirements	Meets requirements
Number of PIs assessed as 'below requirements'	2	0	1	3	0
Number of PIs assessed as 'unsatisfactory'	0	2	1	0	0
Payment abatement percentage	2 x 0.5% = 1.0%	2 x 1.0% = 2.0%	1 x 0.5% + 1 x 1.0% = 1.5%	3 x 0.5% = 1.5%	No adjustment

	TfL Business Area				
	BCV	SSL	JNP	TfL Corporate	Surface
The Suppliers gross payment application	10,000,000	5,000,000	12,000,000	1,000,000	3,000,000
The Company's Representatives assessment of the gross payment application	10,000,000	5,000,000	11,500,000	1,000,000	3,000,000
Less total of previous payments	9,000,000	4,500,000	10,250,000	900,000	2,600,000
Net amount due for payment in the assessment Period	1,000,000	500,000	1,250,000	100,000	400,000
Performance adjustment percentage	1.0%	2.0%	1.5%	1.5%	0%
Less performance abatement	10,000	10,000	18,750	1,500	0
Adjusted net amount due for payment in the assessment Period	990,000	490,000	1,231,250	98,500	400,000

**SCHEDULE 13: NOT USED**

**SCHEDULE 14: DISPUTE RESOLUTION PROCEDURE**

1. For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

“Adjudicator” means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 14 (Dispute Resolution Procedure).

“Dispute” has the meaning given to it in Clause 65.

“Nominating Authority” means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

“Notice of Adjudication” means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 8. The Notice of Adjudication shall include:

- (A) the nature and a brief description of the Dispute;
- (B) details of where and when the Dispute arose; and
- (C) the nature of the redress which is sought.

“Referral Notice” means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12;

“Senior Representative” means a representative of a Party at senior executive level.

2. The Company and the Supplier shall follow the procedure set out in this Schedule 14 (Dispute Resolution Procedure) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8–29 and notice has been given in accordance with paragraph 29.
7. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior

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Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.

8. Notwithstanding the provisions of paragraphs 2, 3, 4, 5, 6 and 7, either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8–29 by giving a Notice of Adjudication to the other parties to the Dispute.
9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

The Nominating Authority communicates the selection of the Adjudicator to the Parties within four (4) days of receiving a request to do so.

Any person requested or selected to act as the Adjudicator in accordance with this paragraph 9:

- (A) shall be a natural person acting in his personal capacity; and
  - (B) shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute
10. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.
  11. Where the Adjudicator has been selected in accordance with paragraph 9 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 12 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.
  12. The Referral Notice shall:
    - (A) include the facts relied upon by the referring Party in support of its claim(s);
    - (B) include a statement of the contractual and/or other basis relied upon by the

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referring Party in support of its claim(s);

- (C) include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;
- (D) be accompanied by copies of, or relevant extracts from, this Contract and such other documents on which the referring Party relies; and
- (E) include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 12 to the other Party at the same time as he sends them to the Adjudicator.

13. If a matter disputed by the Supplier under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Contract, the Supplier may, with the consent of the Company, refer the Sub-Contract Dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the Disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Contract and Sub-Contract Disputes.
14. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:
  - (A) if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 17 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 17, or
  - (B) if the period referred to in paragraph 17 is extended in accordance with paragraph 18 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 17, or
  - (C) if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 14, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.

15. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.

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16. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
17. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 11, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 14 (Dispute Resolution Procedure) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
18. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 17 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
19. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 26. If the Adjudicator's decision changes any payment which is due under this Contract, payment of the sum decided by the Adjudicator shall be due not later than seven days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Contract, whichever is the later.
20. The Adjudicator:
  - (A) shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
  - (B) shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
  - (C) shall reach his decision in accordance with the law applicable to this Contract;
  - (D) may take the initiative in ascertaining the facts and the law in relation to the Dispute;
  - (E) may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;
  - (F) shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.

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21. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:
  - (A) convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
  - (B) submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
  - (C) require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
  - (D) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute;
  - (E) inspect any part of the Sites, the Services or the facilities of any relevant Sub-Contractor.
22. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
23. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.
24. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any Dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 14.
25. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 26 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
26. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the

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general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

27. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) or, to the extent that the Company has so notified further to Clause 75.2, sent by electronic mail or fax and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.
28. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
29. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute.