

Agreement or any Contract, neither party is deemed to be the agent of the other and neither party holds itself out as the agent of the other.

## **50. Responsible Procurement**

- 50.1. The Contractor and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act has directed TfL and its subsidiaries (including the Company) to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 50.2. The Contractor shall and shall procure that its subcontractors (of any tier) shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.
- 50.3. The Contractor acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of works in an ethical manner (the "**Ethical Sourcing Policy**") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Contractor shall and shall procure that all of its subcontractors shall comply with the Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 50.4. The Contractor acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).
- 50.5. The Contractor shall not be entitled to any addition to the Contract Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).
- 50.6. The Contractor shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 50 and the provisions of this Clause 50 are included in any subcontract (of any tier).
- 50.7. The Contractor shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 50.

## **51. London Living Wage**

- 51.1. The Contractor shall, to the extent each Contract is for the provision of services necessary to perform the Works to be undertaken within Greater London or on the Underground Network or the Sites:

- 51.1.1. ensure that none of its employees engaged in the provision of services necessary to perform the Works under any Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
  - 51.1.2. provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;
  - 51.1.3. disseminate on behalf of the Company to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Company or its nominees may reasonably require and promptly collate and return to the Company responses to such questionnaires;
  - 51.1.4. co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and
  - 51.1.5. procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 51 and the provisions of this Clause 51 are included in any subcontract (of any tier).
- 51.2. The Contractor shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 51.

## 52. Criminal Record Declarations

- 52.1. For the purposes of this Clause 52:

**“Relevant Individual”** means any servant, employee, officer, consultant or agent of either the Contractor or any subcontractor or supplier involved in carrying out, or intended to carry out, any aspect of the Works; and

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

- 52.2. The Contractor shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions (**“Declaration”**) or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing the Works. The Contractor shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Contractor shall procure that a Relevant Individual notifies the Contractor immediately if he commits a Relevant Conviction and the Contractor shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 52.3. The Contractor shall not engage or allow to act on behalf of the Contractor or any subcontractor in the performance of any aspect of the Works any Relevant Individual who has disclosed a Relevant Conviction.
- 52.4. The Company shall have the right in accordance with the audit rights set out in Clause 7 to audit and inspect the records of the Contractor and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 52 at any time during performance of this Agreement and each Contract.
- 52.5. If the Contractor fails to comply with the requirements under Clauses 52.2 and/or 52.3 the Company may, without prejudice to its rights under Clause 26.1, serve notice on the Contractor requiring the Contractor to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this Agreement and each Contract and/or Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Works unless (in the case of non-compliance with Clause 52.2) within seven (7) days of receipt of the notice the Contractor confirms to the Company that he has procured all of the relevant Declarations required under Clause 52.2.
- 52.6. A persistent breach of Clause 52.2 and/or Clause 52.3 by the Contractor shall entitle the Company to terminate this Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 26.1(c).
- 52.7. In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Contractor shall remove or procure the removal (as the case may be) of such Relevant Individual from this Agreement and each Contract and/or the Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Works.
- 52.8. Nothing in this Clause 52 shall in any way waive, limit or amend any obligation of the Contractor to the Company arising under this Agreement and each Contract and the Contractor's responsibilities in respect of the provision of the Works remain in full force and effect and the Contractor cannot claim any extra costs or time as a result of any actions under this Clause 52.

### **53. Transport for London Group**

- 53.1. Declaration of Ineffectiveness and Public Procurement Termination Event
- (a) Without prejudice to the Company's right to terminate the employment of the Contractor under Clauses 26.1 and 26.2(a) or at common law, the Company may terminate the Contractor's employment at any time in accordance with the provisions of this Clause 53.1 if:

- i. there is a Declaration of Ineffectiveness; or
  - ii. a Public Procurement Termination Event occurs (without prejudice to the Company's rights of termination implied into this Agreement or any Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016).
- (b) In the event that any court makes a Declaration of Ineffectiveness or a Public Procurement Termination Event occurs, the Company shall notify the Contractor. The Parties agree that the provisions of this Clause 53.1 shall apply as from the date of receipt by the Contractor of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 26.1 and this Clause 53.1 or the Cessation Plan, the provisions of this Clause 53.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (d) As from the date of receipt by the Contractor of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
  - i. an orderly and efficient cessation of the Works or (at the Company's request) a transition of the Works to the Company or such other entity as the Company may specify; and
  - ii. minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 53.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (e) Upon agreement, or determination by the Company, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Contractor's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of this Agreement and any Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Contractor for any loss of profit, revenue goodwill or loss of

opportunity as a result of the early termination of this Agreement and any Contract in accordance with this Clause 53.1.

#### 53.2. Crime and Disorder Act 1998

The Contractor acknowledges that Transport for London is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

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

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

#### 53.3. The Company's business

The Contractor acknowledges that it:

- 53.3.1. has sufficient information about the Company and the Works;
- 53.3.2. is aware of the Company's processes and business;
- 53.3.3. has made all appropriate and necessary enquiries to enable it to carry out the Works in accordance with the Contract;
- 53.3.4. is aware of the purposes for which the Works are required; and
- 53.3.5. shall neither be entitled to any additional payment nor excused from any obligation or liability under this Agreement and each Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Works.

#### 53.4. Best value

The Contractor acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such the Company is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Contractor shall assist the Company to discharge TfL's duty where possible, and in doing so, shall carry out any review of the Works reasonably requested by the Company from time to time. The Contractor shall negotiate in good faith (acting reasonably) with the Company any changes to this Agreement and/or any Contract in order for the Company to achieve best value.

#### 53.5. Data Protection

53.5.1. The Contractor shall comply with all of its obligations under the Data Protection Act 1998 and if processing personal data (as such terms are defined in section 1(1) of that Act) on behalf of the Company ("Company Personal Data"), the Contractor shall only carry out such processing in order to carry out the Works and at all times in accordance with any instructions from the Company.

53.5.2. When the Contractor receives a written request from the Company for information about, or a copy of, Company Personal Data, the Contractor shall supply such information or data to the Company within such time and in such a form as is specified in the request (such time to be reasonable) or if no period of time is specified in the request, then the Company shall supply the information or data within fourteen (14) days from the date of the request.

53.5.3. The Company shall remain solely responsible for determining the purposes and manner in which Company Personal Data is to be processed. The Contractor shall not share any Company Personal Data with any subcontractor or third party unless there is a written agreement in place which requires the subcontractor or third party to:

- (a) only process Company Personal Data in accordance with the Company's instructions to the Contractor; and
- (b) comply with the same data protection requirements that the Contractor is required to comply with under the Contract.

#### 53.6. Conflict of Interest

53.6.1. The Contractor acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Works or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

53.6.2. The Contractor shall undertake ongoing and regular checks for any conflict of interest throughout the duration of this Agreement and any Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Works under this Agreement and any Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the Works from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate this Agreement and any Contract.

### 53.7. Equality and Diversity

53.7.1. Without limiting the generality of any other provision of this Agreement and any Contract, the Contractor:

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

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

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

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

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

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

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

#### **54. Work Related Road Risk**

54.1. For the purposes of Clauses 54.1 to 54.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

"Bronze Accreditation" the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

[www.fors-online.org.uk](http://www.fors-online.org.uk)

"Car-derived Vans" a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

"Collision Report" a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

"Delivery and Servicing Vehicle" a Lorry, a Van or a Car-derived Van;

"Driver" any employee of the Contractor (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Contractor while delivering the Works;

"DVLA" Driver and Vehicle Licensing Agency;

“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

#### 54.2. Fleet Operator Recognition Scheme Accreditation

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, it shall within ninety (90) days of the Framework Commencement Date:

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

#### 54.3. Safety Equipment on Vehicles

- (a) The Contractor shall ensure that every Lorry, which it uses to provide the Works, shall:
- (b) have Side Guards, unless the Contractor can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if Side Guards are fitted;
- (c) have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
- (d) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (e) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

#### 54.4. Driver Licence Checks

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, the Contractor shall ensure that:

- (a) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver's licence; and

(b) each of its Drivers engaged in the provision of the Works has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Works and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Contractor's risk scale, provided that the Contractor's risk scale has been approved in writing by the Company within the last twelve (12) months:

- (i) 0 – 3 points on the driving licence – annual checks;
- (ii) 4 – 8 points on the driving licence – six monthly checks;
- (iii) 9 – 11 points on the driving licence – quarterly checks; or
- (iv) 12 or more points on the driving licence – monthly checks.

#### 54.5. Driver Training

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works the Contractor shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, for the whole duration of the term of this Agreement and each Contract.

#### 54.6. Collision Reporting

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, the Contractor shall:

- (a) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that result in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (b) within fifteen (15) days of the Contract Commencement Date, provide to the Company a Collision Report. The Contractor shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company.

#### 54.7. Self Certification of Compliance

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, within ninety (90) days of the Framework Commencement Date, the Contractor shall make a written report to the Company detailing its compliance with Clauses 54.3, 54.4 and 54.5, (the "WRRR Self-certification Report"). The Contractor shall provide updates of the WRRR Self-certification Report to the Company on each three (3) month anniversary of its submission of the initial WRRR Self-certification Report.

#### 54.8. Obligations of the Contractor Regarding Subcontractors

The Contractor shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Works shall:

- (a) comply with Clause 54.2; and
- (b) where its subcontractors operate the following vehicles to provide the Works shall comply with the corresponding provisions of this Agreement:
  - i. For Lorries – Clauses 54.3, 54.4, 54.5 and 54.6; and
  - ii. For Vans – Clauses 54.4, 54.5, and 54.6

as if those sub-contractors were a party to this Agreement.

#### 54.9. Failure to Comply with Work Related Road Risk Obligations

Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Contractor fails to comply with Clauses 54.2, 54.3, 54.4, 54.5, 54.6, 54.7 and 54.8:

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

### 55. Access

55.1. The Company shall give the Contractor access to the parts of the Underground Network and/or Sites required for the provision of the Works, provided that the Contractor complies with the access requirements set out in Schedule 13 and otherwise subject to and in accordance with Schedule 13.

55.2. Where the Contractor or any subcontractor has access to the Underground Network and/or Sites for the carrying out of any of the Works, the Contractor shall and shall ensure that any of its subcontractors shall:

55.2.1. not cause any damage to the Underground Network and/or Sites;

55.2.2. not do or permit to be done on the Underground Network and/or Sites anything which is illegal or which may be or become a nuisance (where actionable or not) or cause damage or disturbance to the Company or to any tenants or occupiers of the

Underground Network and/or Sites or any owner or occupier of any neighbouring property;

55.2.3. not knowingly do anything that will or might constitute a breach of any necessary consent affecting the Underground Network and/or Sites that have been disclosed to the Contractor or which will or might vitiate in whole or in part any insurance effected by the Company in respect of the Underground Network and/or Sites from time to time of which the Contractor has notice;

55.2.4. observe any rules and regulations the Company acting reasonably makes in the interests of good estate management and notifies to the Contractor from time to time in writing governing the Contractor's use of the Underground Network and/or Sites in particular:

55.2.4.1. the lawful requirements and recommendations of the Company's local fire officer and the Company's health and safety representative in respect of the Underground Network and/or Sites or their use; and

55.2.4.2. all regulations and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the Company; and

55.2.5. make good any damage that is wilfully or negligently caused by the Contractor or any subcontractor to any equipment in the Underground Network and/or Sites as soon as reasonably practicable.



## **Schedule 1**

### **Framework Specification**

#### **STRUCTURAL MAINTENANCE – FRAMEWORK AGREEMENT FOR THE SUPPLY OF ADHOC STRUCTURAL MAINTENANCE WORKS FOR THE FOLLOWING OPTIONS**

##### **OPTION 1: BRIDGES AND STRUCTURES**

##### **OPTION 2: TRACK AND STATION DRAINAGE**

##### **OPTION 3: CIVILS REACTIVE MAINTENANCE**

#### **DESCRIPTION OF THE WORKS**

As and when the Company require the provision of works for structural maintenance under the terms of this Framework Agreement the Contractor shall supply all labour, consumables, materials, access equipment and plant required to undertake all the required tasks.

#### **SCOPE OF THE SPECIFICATION**

The Framework Agreement shall be used for additional programmes of maintenance, remedial or ad-hoc structural maintenance works to the following Asset groups:

- Bridges and structures (including but not limited to over and under bridges, covered ways and cut and of cover tunnels);
- Deep tube tunnels (including but not limited to headwalls);
- Earth Structures
- Drainage (including drainage channels)

#### **LOCATIONS OF WORKS**

The Company may order and request resources detailed above to work on all areas of infrastructure controlled by the TfL Group including track and areas where the infrastructure encroaches on the public highway.

This also includes areas where Network Rail rules apply and staff supplied shall be trained and assessed in the relevant Network Rail disciplines.

In some cases access to Assets may be via third party areas.

#### **HOURS OF WORK**

Access will be obtained in accordance with the arrangements set out in Schedule 13 [Access Arrangements]. Compliance with these arrangements is mandatory.

#### **STANDARDS AND SPECIFICATIONS**

Refer to the definitions in Section 1 of this agreement..

## **SKILLS AND COMPETENCIES**

The Contractor's personnel shall be fully trained to meet the requirements of the Works. Such training, including any subsequent refresher training shall be at the Contractor's expense.

All Contractor's Personnel shall be licensed to meet the requirements of the Works.

## **PLANT AND EQUIPMENT**

Refer to the Terms and Conditions – Clause 2.10

## Schedule 2

### Formation of Contract

#### Part A: Form of Invitation to Tender

To: [Full name and address of the Contractor]

Date: [date]

Dear Sirs

Invitation to Tender

Contract Title: [contract title]

Reference no: [no.]

Every Contract formed by the acceptance by the Company of a Proposal issued by you in pursuance of this Invitation to Tender shall be subject to the terms and conditions set out in the Framework Agreement between Transport for London and you dated [insert date] (the "Framework Agreement").

Words and expressions defined in the Framework Agreement bear the same meanings in this ITT.

In accordance with clause 3 of the Framework Agreement we hereby notify you that we require the provision of Works as detailed in the attached Order including the Contract Specification attached to the Order and other relevant documents.

Should you wish to submit a Proposal in response to this Invitation to Tender, please do so by 12 noon on [insert date]. Your Proposal should be returned via the TfL electronic tendering (e-tendering) system identified in the Framework Particulars or by other means with the Company<sup>1</sup>. Included with your Proposal should be full details of all the Works and a fixed and bidding price for the same along with your proposed amendments, if any, to the draft Order. The price should be compiled utilising the Framework Agreement Schedule of Rates and in accordance with Schedule 4 of the Framework Agreement taking account of the particular requirements of the Specification and the Order as confirmed or, if requested by the Company's Representative, amended by you.

Pursuant to Clause 3.6 of the Framework Agreement, your Proposal shall remain open for [six (6) months]<sup>2</sup> from the date on which it is submitted.

Pursuant to Clause 3.8 of the Framework Agreement, the criteria used to evaluate any Proposal received shall be as set out in Section [11/12]<sup>3</sup> of Part E of Schedule 2 of the Framework Agreement.

I look forward to receiving your Proposal in response to this letter.

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<sup>1</sup> Note to Company: The agreed means for submitting should be the same for all participants in the Mini-Competition.

<sup>2</sup> Note to Company: If you require the Proposal to remain open for a longer period than the contractual default of six (6) months, please amend the text in square brackets accordingly and delete the square brackets before the ITT letter is issued.

<sup>3</sup> Note to Company: Select which one of the two sets of criteria stated in Part E of Schedule 2 will be used to evaluate the Proposals. Either select section 1 or section 2 and delete the other section and the square brackets.

If you do not wish to participate in this ITT please respond in accordance with Clause 3.4 of the Framework Agreement stating your reasons for not doing so.

Yours faithfully

For [Transport for London]

Part B: Form of Order

Framework Agreement for the provision of Works  
 Framework Agreement Reference Number: [ • ]

THIS ORDER IS AGREED AND ENTERED INTO BY THE COMPANY AND THE CONTRACTOR PURSUANT TO, AND STRICTLY SUBJECT TO THE TERMS OF, THE ABOVE-REFERENCED FRAMEWORK AGREEMENT FOR THE PROVISION OF WORKS.

- Notes: 1. Please confirm receipt of this Order immediately by signing and dating where indicated and returning to the Company.  
 2. Please quote the Framework Agreement Reference Number and the Order number in all correspondence and on all applications for payment.  
 3. Please address all correspondence and enquiries to the Company.

Company:	
Contractor:	
Company's Representative (if different from the person identified in the Framework Particulars) for the purposes of this Contract:	
Framework Agreement Reference Number:	
Order Number:	
Order Title:	
Contract Commencement Date:	
Contract Completion Date:	
Contract Programme:	
If there is no Programme at the Contract Commencement Date, the period within which the Contractor shall submit a first programme for acceptance is:	
Contract Price (exclusive of VAT) calculated in accordance with Error! Reference source not found.:	
Milestone Payment Plan and application for payment dates:	Please see Appendix 2
Contract Specification:	
The Site is:	
The CDM Regulations apply to the Works	Yes / No (delete as applicable)
The Contractor is appointed as principal contractor under the CDM Regulations	Yes / No (delete as applicable)
The Contractor is appointed as principal designer under the CDM Regulations	Yes / No (delete as applicable)
The Contractor's professional indemnity insurance shall be:	As stated in Clause 30.2ii/ not less than £(insert level required) in the aggregate per annum / not required

	(delete as applicable)
The following Contractor Personnel are Key Personnel:	
The Contractor shall be responsible for design of the following elements of the Works (the "Designed Portion"):	<i>[insert details or works]</i> / [The Contractor has no responsibility for design and the provisions of Schedule 10 shall not apply] (delete as applicable)
Liquidated Damages for failure to meet the Contract Completion Date: The amount of Liquidated Damages payable per [day/week/month] under Clause 11.1.1 is:	<i>[select one of the following two statements and delete the other]:</i> [As stated in the Framework Particulars] OR <i>[insert amount]</i>
The maximum amount of liquidated damages payable under Clause 11 in the aggregate is (expressed as a percentage of the Contract Price) is:	<i>[select one of the following two statements and delete the other:]</i> [As stated in the Framework Particulars] OR <i>[insert amount<sup>4</sup>]</i>
Additional Comments/Special Instructions:	

Signed by:  
Title:  
On behalf of:  
Transport for London  
.....  
Date:.....

Signed by:  
Title:  
On behalf of:  
[            ]<sup>5</sup>  
.....  
Date:.....

<sup>4</sup> [Note to Company: Any cap must take account of Liquidated Damages for service disruption and late completion.]

**Appendix 1**  
**Contract Specification**

**Intentionally left blank**

## Lot 3 – The Company Specification

### SCOPE 1 – Bridges & Structures Maintenance (Corrective Maintenance)

#### 1. Description of the Works

- 1.1 The Supplier shall provide Corrective Maintenance intervention activities to Bridges & Structures assets as detailed below. The Supplier shall ensure that all works are carried out in accordance with London Underground and National Standards as well as Statutory Obligations required by Law which are current throughout the life of the Contract.
- 1.2 The Supplier shall research and identify innovative products, methods of working and overall health, safety and environmental practices to ensure the continual improvement of this scope. The Supplier is encouraged to engage with the Company to arrange trial innovations for any such improvements, and work in accordance with good industry practice and best practice.
- 1.3 The Supplier shall be responsible for delivering all the requirements of this scope, including but not limited to, the supply of all labour, overheads, consumables, materials, access equipment and making the necessary enabling arrangements, as well as any plant necessary to undertake the required tasks.

#### 2. Scope of Services

- 2.1 The Supplier shall undertake Corrective Maintenance intervention activities to Bridges & Structures assets as identified by the Company
- 2.2 The 'Bridges & Structures' Portfolio of assets for the Company consists of the following asset groups and associated volumes.
  - JNP Bridges & Structures – over 4,000 individual assets with 1,972 'major structures'
  - BCV Bridges & Structures – over 4,000 individual assets.
  - SSL Bridges & Structures – Over 12,000 individual structures
  
  - JNP Deep Tube Tunnels – over 219km of Tunnel Assets
  - BCV Deep Tube Tunnels – over 1,700no. Individual assets ranging from running tunnels to shafts.
  - SSL Deep Tube Tunnels - over 350no. Individual assets ranging from running tunnels to shafts.
  
  - JNP Earth Structures – 80km of Earth Structures
  - BCV Earth Structures - 293km of Earth Structures
  - SSL Earth Structures – 863km of Earth Structures

NOTE: Full details of the JNP, BCV and SSL asset base are contained within the attached Annex A.

- 2.3 The types of interventions covered under this Corrective Maintenance scope are summarised below.
  - Ground Investigations
  - Excavations & Earthworks