

Contract Reference Number: tfl_scp_000855

Date:

Contract for Services
between
Transport for London
and
Delatim Ltd

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shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor's Office for Policing and Crime and the London Fire and Emergency Planning Authority and London Legacy Development Corporation (**"Functional Bodies"**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **"member of the Authority Group"** shall refer to the GLA, any Functional Body or any such subsidiary;

"Authority Premises"

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group);

"Business Day"

any day excluding Saturdays, Sundays or public or bank holidays in England;

"Cessation Plan"

a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;

"Charges"

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

"Confidential Information"

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for

	the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Key Personnel”	the Service Provider’s key personnel named in Schedule 1;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service

Provider, as are engaged in the performance of any of the Services and including the Key Personnel;

“Services”

- (a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

“Specification”

the specification and other requirements set out in Schedule 3;

“Term”

the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;

“TfL”

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“Transparency Commitment”

means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

3. The Services

- 3.1 The Service Provider:
 - 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
 - 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any

misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

- 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:
 - 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.
- 4. **Charges**
 - 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to

the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:

- 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

- 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

- 5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.
- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
 - 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose

from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

- 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
 - 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the interest rate of two percent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:
 - 6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 1159 of the Companies Act 2006) to enter into and to perform the Contract; and
 - 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent Service Provider in carrying out its obligations under this Contract;
- 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
- 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.
- 7.2 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. Service Provider's Personnel

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which both the Authority or other member of the Authority Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the

tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit.

- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

9.2.4 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and

9.2.5 where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where :

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

- 9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and
- 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. Conflict of Interest

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either of both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
 - 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to

possession or to possession of any particular part of such Authority Premises;

- 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority

Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "Relevant Protected Characteristic") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and

- 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

12.1.6 Where the GLA is the Authority the Service Provider shall:

- 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;

- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;

- 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;

- 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.6 as if the sub-contractor were in the position of the Service Provider;

- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority comply with any provisions set out in the Schedules that relate to traffic

management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.11 (inclusive) of this Contract, 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

"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 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 Service Provider (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“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: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“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: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

- 12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:
- 12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TfL, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
 - 12.4.2 (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 Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

- 12.5 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:
- 12.5.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of TfL that the Lorry will not perform the function for which it was built if Side Guards are fitted;

- 12.5.2 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;
- 12.5.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- 12.5.4 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.

Driver Licence Checks

- 12.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:
 - 12.6.1 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 Drivers licence; and
 - 12.6.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services 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 Service Provider's risk scale, provided that the Service Provider's risk scale has been Approved in writing by TfL within the last 12 months:
 - 12.6.2.1 0 – 3 points on the driving licence – annual checks;
 - 12.6.2.2 4 – 8 points on the driving licence – six monthly checks;
 - 12.6.2.3 9 – 11 points on the driving licence – quarterly checks; or
 - 12.6.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 12.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider 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, throughout the Term of the Contract.

Collision Reporting

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:

12.8.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

12.8.2 within 15 days of the Commencement Date, provide to TfL a Collision Report. The Service Provider shall provide to TfL an updated Collision Report within five working days of a written request from TfL.

Self-Certification of Compliance

12.9 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Service Provider shall make a written report to TfL detailing its compliance with Clauses 12.5, 12.6 and 12.7 of this Contract (the “**WRRR Self-certification Report**”). The Service Provider shall provide updates of the WRRR Self-certification Report to TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Service Provider Regarding Subcontractors

12.10 The Service Provider shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

12.10.1 comply with Clause 12.412.3; and

12.10.2 where its subcontractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:

12.10.2.1 For Lorries – Clauses 12.5, 12.6, 12.7 and 12.8; and

12.10.2.2 For Vans – Clauses 12.6, 12.7 and 12.8,

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

Failure to Comply with Work Related Road Risk Obligations

12.11 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10

12.11.1 the Service Provider has committed a material breach of this Contract; and

12.11.2 TfL may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by TfL for any purpose (including but not limited to deliveries).

13. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

14. Equipment

14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

14.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

14.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

15. Quality and Best Value

15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority 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) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may

be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

18. **Indemnity**

18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the

Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

19. Insurance

- 19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

19.1.1 public liability to cover injury and loss to third parties;

19.1.2 insurance to cover the loss or damage to any item related to the Services;

19.1.3 product liability; and

19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 19.2 The insurance cover will be maintained with a reputable insurer.

- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.

- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at

its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

20. The Authority's Data

- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

21. Intellectual Property Rights

- 21.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trademarks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. Protection of Personal Data

- 22.1 The Service Provider 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 Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from the Authority.

23. Confidentiality, Announcements and Transparency

23.1 Subject to Clause 23.6 and Clause 24, the Service Provider will keep confidential:

23.1.1 the terms of this contract; and

23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.

23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);

23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

23.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

23.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to

information requested under the FOI Legislation (as defined in Clause 24.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 23.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

- 23.8 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information**

- 24.1 For the purposes of this Clause 24:

24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

24.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

- 24.2 The Service Provider acknowledges that the Authority:

24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and

copies of all such Information that the Authority requests and such details and copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

- 24.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

25. **Dispute Resolution**

- 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. [Either Party may give notice to the other Party \("Notice"\) to commence such process and the notice shall identify one or more proposed mediators.](#)
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. Breach and Termination of Contract

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 26.1.1 except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 26.1.2 the Service Provider is subject to an Insolvency Event;
 - 26.1.3 in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.
- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in

this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. Consequences of Termination or Expiry

- 27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 27.3 Upon expiry or termination of the Contract (howsoever caused):
- 27.3.1 the Service Provider shall, at no further cost to the Authority:
- 27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
- 27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.
- 27.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 26.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

28. Declaration of Ineffectiveness

- 28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.
- 28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.
- 28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
 - 28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,
- in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.
- 28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority 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 Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 28.

29. Survival

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall

survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. Rights of Third Parties

30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. Contract Variation

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's

tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

- 36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

40. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)	
for and on behalf of)	
The Authority)	
	Signature	Print name and position
		Date:

Signed by)	
for and on behalf of)	
the Service Provider)	
	Signature	Print name and position
		Date:

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number: tfl_scp_000855**
- 2. Name of Service Provider: Delatim Limited**
- 3. Commencement:**
 - (a) Contract Commencement Date: 10 January 2016**
 - (b) Service Commencement Date: 10 January 2016**
- 4. Duration: Two years duration, with an optional extension of up to a further two years, at the sole discretion of the Authority.**
- 5. Payment (see Clauses 5.1, 5.2 and 5.4):**

Payment will be made within 10 days of receipt of invoices.

- 6. Address where invoices shall be sent:**
**Transport for London
Accounts Payable
14 Pier Walk
North Greenwich
London
SE10 0ES**

- 7. Details of the Authority's Contract Manager**

Name: [REDACTED]
Address: Transport for London, Palestra zone 4R1, 197
Blackfriars Road, London SE1 8NJ
Tel: [REDACTED]
[REDACTED]

- 8. Details of the Authority's Procurement Manager**

[REDACTED] **O'Brien**
Address: Transport for London, Palestra zone 10G7, 197
Blackfriars Road, London SE1 8NJ
Tel: [REDACTED]
[REDACTED]

9. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

10. Notice period in accordance with Clause 26.4 (termination without cause): 90 days

11. Address for service of notices and other documents in accordance with Clause 35:

For the Authority:

**Transport for London, Palestra zone
10G7, 197 Blackfriars Road, London
SE1 8NJ**

For the attention of: [REDACTED]

For the Service Provider:

**Delatim Limited, Unit 33 IO Centre,
Armstrong Road, London SE18 6RS**

For the attention of: [REDACTED]

- 12. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:**

Not required

- 13. Training to be provided by the Service Provider in accordance with Clause 8.8:**

Please refer to Appendix 1A and 1B within SCHEDULE 3 of this contract.

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

PROCEDURE FOR COMMISSIONING CAPITAL WORKS

A1 PA EQUIPMENT

A1.1. The Service Provider shall:

- 1.1.1 if instructed by the Authority to supply PA Equipment in accordance with a purchase order, procure, store and supply or deliver the PA Equipment in accordance with that purchase order or as otherwise directed by the Authority in writing; and
- 1.1.2 provide Capital Works in relation to PA Equipment if and once instructed to (being the Instructed Capital Works),

all in accordance with this Contract.

A1.2 The Service Provider shall ensure that all PA Equipment supplied by it pursuant to this Contract shall:

- 1.2.1 conform with the Statement of Requirements and any additional requirements agreed with the Authority;
- 1.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 (as amended)), including being fit for any purpose held out by the Service Provider or made known to the Service Provider by the Authority;
- 1.2.3 be free from defects in design, materials and workmanship;
- 1.2.4 be formulated, designed, constructed and finished so as to be safe and without risk to health; and
- 1.2.5 comply with all applicable statutory and regulatory requirements and all codes of conduct, practice and guidance relating to PA Equipment.

A1.3 The Service Provider shall obtain all approvals, permissions, registrations, licences, and consents that are necessary and/or consequential to the supply and installation of the PA Equipment. On Completion of Instructed Capital Works the Service Provider shall procure transfer to the PA System Maintenance Service Provider of any approvals, permissions, registrations, licences, and consents that are necessary and/or consequential to the maintenance of the relevant PA Equipment.

A1.4 The Service Provider shall deliver and provide the PA Equipment in accordance with its obligations set out in Schedule 3 - Specification (as may be amended from time to time by the Authority).

- A1.5 Any requirement of this Contract that any material or article will comply with any specified standard, whether a British Standard, other named standard or otherwise, will be satisfied by compliance with any relevant national or governmental standard of any member state of the European Communities, or any relevant international standard recognised in such a member state provided that in either case the standard in question offers guarantees of safety, suitability and fitness for purpose equivalent to those offered by the standard which is specified in this Contract. Any requirement of this Contract to use material or an article which is defined by reference to a named supplier or manufacturer or a specified Quality Assurance scheme or Contract Certificate, or which is registered with or has otherwise received the approval of the Authority will be satisfied using material or an article which has received equivalent approval in another member state of the European Communities provided that the material or article in question is as safe, suitable and fit for the relevant purpose as material or an article complying with the requirement as set out in this Contract.
- A1.6 Where the Service Provider procures and purchases PA Equipment either pursuant to a works instruction or a purchase order, for which ownership will transfer under this Contract to the Authority or another Service Recipient, the Service Provider shall ensure that:
- 1.6.1 it has the right and warrants that it will have the right to transfer ownership of the PA Equipment to such Service Recipient in accordance with this Contract; and
- 1.6.2 the Service Provider shall procure that any and all standard and extended warranties for such PA Equipment are purchased and/or negotiated for and on behalf of and are documented to be for the benefit of the Authority and the other Service Recipients and permit such Service Recipients' agents (including other contractors) to act as agent on the Service Recipients' behalf to deal in relation to the warranties.

A2 IT SYSTEMS

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

“e-GIF”	the UK Government’s “e-government interoperability framework” standard, as may be updated from time to time, details of which are available on the Cabinet Office website, www.govtalk.gov.uk ;
“Euro Compliant”	that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation

of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;

A2.1 The Service Provider shall ensure that:

A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;

A2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;

A2.1.1.3 be compliant with e-GIF;

A2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause A2.

A13 OPTION TO EXTEND SERVICES

A13.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below, as further detailed in the Specification:

In addition to the 24 sites identified within SCHEDULE 3 – The Specification, further sites may be identified during the operational term of the contract. (“**the Additional Services**”)

- A13.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than *one month’s* written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.
- A13.3 The Service Provider acknowledges and agrees that:
- A13.3.1 the Authority shall be under no obligation to exercise an option under this Clause;
 - A13.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and
 - A13.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.
- A13.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to “Services” in this Contract shall include the Additional Services.

A17 ADJUSTMENT TO CHARGES (INDEXATION)

- A17.1 In this Clause A17, “CPI” shall mean the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.
- A17.2 On and with effect from each anniversary of the Service Commencement Date, the Charges may be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI between its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that.

A30 LONDON LIVING WAGE

- A30.1.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority

Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.

- A30.1.2 For the purposes of this Clause A30, unless the context indicates otherwise, the expression "**London Living Wage**" means a basic hourly wage (as at the date of this Contract) of £9.15 (before tax, other deductions and any increase for overtime. Please note, LLW increase to £9.40 from April 2016) but as is updated from time to time and notified to the Service Provider.
- A30.2 Without prejudice to any other provision of this Contract, the Service Provider shall:
- A30.2.1 ensure that none of its employees engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
 - A30.2.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
 - A30.2.4 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
 - A30.2.5 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and
 - A30.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- A30.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- A.30.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.
- A30.5 Any breach by the Service Provider of the provisions of this Clause A30 shall be treated as a material breach capable of remedy in accordance with Clause 26.1.1.

**A31 WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT
REGULATIONS 2006**

A31.1 For the purposes of this Clause A31, unless the context indicates otherwise, the following expressions shall have the following meanings:

“WEE Equipment” means any Equipment which falls within the scope of the WEEE Regulations; and

“WEEE Regulations” means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007).

A31.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

(a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and

(b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

A31.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause A31.

SCHEDULE 3 – THE SPECIFICATION

INTRODUCTION

Transport for London (TfL) is an executive body of the Greater London Authority, created in 2000 as the integrated body responsible for the Capital's transport system. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services across the Capital. TfL is made up of many predecessor organisations covering almost all transport modes in London, and therefore has the ingredients and accumulated experience to provide one of the largest integrated transport systems in the world.

TfL comprises of different modes. The modes are Surface Transport, Corporate, London Underground and Rail. TfL is a partner in Crossrail.

TfL manages London's transport network and is responsible for London's buses, the Underground, the Docklands Light Railway (DLR), London Overground, London River Services, Barclays Cycle Hire, electronic vehicles and policing. TfL also runs Victoria Coach Station and the London Transport Museum.

TfL is responsible for 360 miles (580km) of main roads, and all of London's 4,600 traffic lights. In addition, it manages the London Congestion Charging scheme and regulates the city's taxi and private hire trade. TfL also promotes a range of walking and cycling initiatives across the Capital.

Surface Transport who is letting this contract is an integral part of TfL, and as its name implies is responsible for the oversight of the London Bus Network, Victoria Coach Station, Dial-A-Ride, the Public Carriage Office, London River Services, the TfL Road Network, Congestion Charging, traffic management, road safety, walking, cycling and freight.

BACKGROUND

London Bus Services Limited (LBSL) was incorporated into TfL on 24th January 2000, as a subsidiary company.

LBSL's sole undertaking within the TfL structure is managing the entire bus services in London. This is encapsulated in the following outline duties:

- Planning bus routes
- Setting performance service levels
- Monitoring service quality
- Procuring and marketing the London bus network
Manages the bus infrastructure (bus stops, shelters, stands and bus stations).

Since the beginning of 1995, when the sale of its own operating companies was completed, LBSL and its predecessor has worked closely with its contracted

operators to encourage resurgence in bus travel throughout London. Bus usage is growing at its fastest rate since 1946. With the need for a rapid improvement in public transport, buses are given greater priority over other road users, which the sole aim to attract even more passengers.

There are over 700 bus routes used by over 1.9 billion passengers a year and supplied by over 24 different operators. This requires a high quality of infrastructure to provide a safe welcoming environment for both passengers and bus operators, allowing convenient and safe bus services to be provided with particular regard to the needs of disabled people and others who have difficulty in using buses such as parents with pushchairs.

Important Note: the Service Provider must note that the Authority reserves the right to amend the scope of services in the light of future developments, for example, but not limited to, changing technology and/or other service enhancements or budgetary constraints which the Authority may be subject to.

The purpose of this contract is to provide a one stop shop solution for supplying, installing and maintaining all Public Address (PA) requirements to the specification provided by the Authority.

The Authority own a number of sites in and around London which are fitted with Public Address systems. A comprehensive Supply, Installation and Maintenance Contract will ensure the continued operation of these systems. The sites are currently grouped together geographically in the form of operating regions (Central, North and South). The full list of sites and the relevant regions is provided there are a total 24 sites.

Lot 1 - North	Lot 2 – Central & South
Edmonton	Hammersmith Upper
Walthamstow	Hammersmith Lower
Waltham Cross	Victoria
Turnpike Lane	White City
Stratford	Finsbury Park
Stratford City	Aldgate
Canning Town	North Greenwich
Harrow on the hill	Vauxhall
North Finchley	Canada Water
Edgware	London Bridge
Golders Green	Addington Interchange
Uxbridge	West Croydon

In addition to the above, further sites may be identified during the operational term of the contract. This could be costed using the Schedule of Rates submitted by the Service Provider.

REQUIREMENT

The scope of the requirement is listed below:

Lot 1A Supply and Installation, Lot 1B Maintenance Package – North Region (12 sites)

Supply, Installation and Maintenance of PA Systems at TfL North region sites. This includes:

- Supply and installation of new and replacement PA equipment at up to three sites per annum.
- A six monthly maintenance programme for the 12 bus stations that have PA equipment (plus any additional sites installed over the term of this agreement).

Lot 2A Supply and Installation, Lot 2B Maintenance Package – Central & South Regions (12 sites)

Supply, Installation and Maintenance of PA Systems at TfL Central and South region sites. This includes:

- Supply and installation of new and replacement PA equipment at up to three sites per annum.
- A six monthly maintenance programme for the 12 bus stations that have PA equipment (plus any additional sites installed over the term of this agreement).

1.1 Level of detail required

The objectives of this commission are detailed in:

- Appendix 1A – Supply and Installation Specification
- Appendix 1B – Maintenance Specification

1.2 Summary

	Lot 1A	Lot 1B	Lot 2A	Lot 2B
	Supply and Installation	Maintenance Package	Supply and Installation	Maintenance Package
Region	North		Central & South	
No of sites	12		12	
Sites	Edmonton Walthamstow Waltham Cross Turnpike Lane Stratford Stratford City Canning Town Harrow on the hill North Finchley Edgware Golders Green Uxbridge		Hammersmith Upper Hammersmith Lower Victoria White City Finsbury Park Aldgate North Greenwich Vauxhall Canada Water London Bridge Addington Interchange West Croydon	
Requirement (also refer to relevant Appendix)	Supply and installation of new and replacement PA equipment at up to three sites per annum	A six monthly maintenance programme for the 12 bus stations that have PA equipment (plus any additional sites installed over the term of this agreement)	Supply and installation of new and replacement PA equipment at up to three sites per annum	A six monthly maintenance programme for the 12 bus stations that have PA equipment (plus any additional sites installed over the term of this agreement).
Appendices	Please refer to Appendix 1A	Please refer to Appendix 1B	Please refer to Appendix 1A	Please refer to Appendix 1B

OUTPUTS

The principal concern of this Contract includes the following responsibilities:

- Installation and maintenance (planned and reactive) of new and existing PA systems to an agreed programme.
- Management of all aspects of materials supply in accordance to the specification.
- Ensure that, irrespective of make and model, the components for PA Installations meet the required standard and are compatible with one another and all existing PA systems.
- Maintain and replace any parts for the existing PA systems as and when reported.

- The Service Provider will have to ensure that adequate facilities are provided for the receipt of all emergency instructions.

In order to take on these responsibilities in an efficient and effective manner, the Service Provider must adopt a flexible and progressive approach at all times. Given the nature of the maintenance work and the significance attached to this Contract, the Service Provider must demonstrate a dynamic administrative aptitude.

The Authority is committed to delivering value for money on all of its contracts, consistently maintaining an optimal ratio between costs and the quality of services being delivered. The Authority are looking to see a reduction of annual maintenance charges following the upgrade of PA Systems at the bus stations.

GOVERNANCE AND TIMESCALES

<i>Requirement 1</i>	Contract will commence 10/01/2016
<i>Requirement 2</i>	Service Reviews to be held three times per annum, at 4 monthly intervals. (April/August/December)

Appendix 1A

The PA / VA system should provide the following:

- Live speech to selectable areas of a bus station.
- Pre-recorded Emergency Evacuation messages to all areas (Staff & Public) of a bus station.
- Pre-recorded routine messages broadcast in public areas of a station only.
- User-Recorded messages to be broadcast in public areas of a station only.
- Ambient noise sensing within public areas.
- Permanent automatic self-monitoring.

Controls, not required to be adjusted on a daily basis, for example controls for 'setting up' or commissioning shall be mechanically and electronically protected from unauthorised adjustment.

A single, accessible, 'Global' volume control is required. The proposed system should be capable of a remote diagnostic facility for future centralised maintenance and asset management if required. This requirement would need a modem / phone line and the appropriate software.

The system should be considered a PA system but installed to a VA system specification, as defined in BS5839: Pt 8;1998. The system shall be manufactured, installed and commissioned in line with the requirements of this specification (BS5839: Pt 8;1998).

The PA / VA Service Provider will be responsible for the following areas and must allow for:

- Supply of all specified PA / VA equipment. Build of PA / VA system.
- Installation of PA / VA System Cabling.
- Testing and commissioning of PA / VA System to meet specification requirements.
- Demonstration of the system and training of TfL staff.
- Maintenance of the system for first 12 months including two, preventative maintenance visits within that period.
- Provision of 2 Paper copies of system manuals, and an electronic copy of manual on a CD ROM, with accompanying diagrams as adobe acrobat (".pdf") files where appropriate.

The system in brief will consist of the following features.

Touch Screen Mini Control System

A Touch Screen Interface with the ability to make announcements into any individual zone, or collective zone's, or All Call to all Zones via a Desk Top Paging Microphone.

The ability to playback pre-recorded digitally stored messages at pre-set or variable intervals scheduled throughout the operating times of the Bus Station.

The system should also have the ability to record user announcements and store them for either scheduled play back or on demand playback throughout the Bus Stations operating hours.

Any routine pre-recorded messages such as CCTV, Luggage etc. should be professionally recorded and stored in the DVA system, the scripts can be issued.

Script PRM1:

"This is a security announcement. Please keep all your possessions with you at all times. Any unattended items should be reported to a member of staff immediately."

Script PRM2:

"For the safety and security of all passengers, this bus station is constantly monitored by digital closed circuit television system."

Script for PRM3

"Ladies & Gentlemen, due to a local incident buses have been diverted and are subject to delay. We apologise for any inconvenience this may cause."

The Touch Screen should display Plan view of the Bus Station, with the ability to touch the screen to select the appropriate zone / area to which you want to broadcast into. The operating times of the station will be advised.

The system should feature the ability to prevent the Digitally Stored Messages from being played within certain hours such as overnight, to prevent noise nuisance to local residents.

Controls not required to be adjusted on a daily basis, for example controls for 'setting up' or commissioning, shall be mechanically and electronically protected from unauthorised adjustment.

Emergency Evacuation Message

An Emergency Evacuate Message should be stored on the VAR8 Router unit and in the event of an incident a button on the Touch Screen should be activated the begin continuous playback of the Evacuation Message until the button is de-selected. The button is to be located on the Touch Screen Mini Control system, however in the event of a Power failure and therefore the Touch Screen goes offline, a Manual Emergency Activation switch should be provided. This switch should be protected against accidental activation via means of a switch cover.

This Switch should be located adjacent to the Touch Screen location.

The emergency message script will be provided. This should be professionally recorded and stored on the router unit.

Script of Evacuation Message

"This is an evacuation announcement. Please leave the bus station immediately taking all of your possessions with you."

Router

Given there is only 3 inputs, a VAR8 Router unit would be sufficient.

Inputs:

Input 1: From DVA unit

Input 2: From Desk Top Paging Microphone

Input 3: From Wireless Microphone System

Audio General

THD Input to Output	<0.1 % @1 kHz
Crosstalk	>70 dB @1 kHz
Residual Noise	<78 dBu (A)
S/N Line	>70 dB (A)
Frequency Response (Input to Output)	100 Hz to 20 kHz, -3 dB

Audio Monitoring

SPL from Loudspeaker (Sounder Mode) ≥50 dBA @ 1 m from the equipment enclosure

Frequency Response (From Input through to Speaker) 200 Hz to 10 kHz
-3 dB

Gain Range Control (Front panel rotary encoder) 0 to -63 dB

Audio Routing

Number of Concurrent Host Routes	20 (max.)
Override per Output	40 (max.)

Control Ports

Digital Inputs⁴

Number of Digital Inputs	10 on VAR8 20 on VAR8-E
Interface	Opto-isolated with built-in resistor to suit voltages of +12 to +40 V

Analogue Inputs (on VAR8 with EFI01)⁴

Number of Analogue Inputs	8
Interface	Non-isolated analogue interfaces with internal pull-up to +5 V by 4.7 kΩ
Maximum External Fault Active-Low Input Voltage Threshold	2.5 V
Monitored Analogue Contact Thresholds	Faulty – Open Circuit: >3.7 V
Healthy – Inactive:	2.5 V – 3.7 V
Indeterminate:	0.8 V – 2.5 V
Healthy – Active:	0.2 V – 0.8 V
Faulty – Short Circuit:	<0.2 V

Digital Outputs (on VAR8 with EFI01)⁴

Number of Digital Outputs 8
Interface Open-collector

Others

Open Collector Drive (SPEAK NOW LED, ALL CALL LED) 100 mA
Changeover Fault Relay1

Maximum Global Fault Relay Contact Current Rating: 500 mA
RS485 Port 1

Up to 6 Units: Remote I/O Units (BMB01) and/or Fire Loop Interfaces
RS232 Port 1

For mutually exclusive use by Host PC for configuration, Intellevac Network⁵, or
PC/DVA system⁶

Audio General

THD Input to Output <0.1 % @1 kHz
Crosstalk >70 dB @1 kHz
Residual Noise <78 dBu (A)
S/N Line >70 dB (A)

Frequency Response (Input to Output) 100 Hz to 20 kHz, -3 dB

Audio Monitoring

SPL from Loudspeaker (Sounder Mode) ≥50 dBA @ 1 m from the equipment enclosure

Frequency Response (From Input through to Speaker) 200 Hz to 10 kHz -3 dB

Gain Range Control (Front panel rotary encoder) 0 to - 63 dB

Audio Routing

Number of Concurrent Host Routes 20 (max.)
Override per Output 40 (max.)

Control Ports

Digital Inputs

Number of Digital Inputs 10 on VAR8 20 on VAR8-E
Interface Opto-isolated with built-in resistor to suit voltages of +12 to +40 V

Analogue Inputs (on VAR8 with EFI01)

Number of Analogue Inputs.	8
Interface	Non-isolated analogue interfaces with internal pull-up to +5 V by 4.7 kΩ
Maximum External Fault Active-Low Input Voltage Threshold	2.5 V
Monitored Analogue Contact Thresholds	Faulty – Open Circuit: >3.7 V
Healthy – Inactive:	2.5 V – 3.7 V
Indeterminate:	0.8 V – 2.5 V
Healthy – Active:	0.2 V – 0.8 V
Faulty – Short Circuit:	<0.2 V

Digital Outputs (on VAR8 with EFI01)

Number of Digital Outputs	8
Interface	Open-collector

Others

Open Collector Drive (SPEAK NOW LED, ALL CALL LED)	100 mA
Changeover Fault Relay	1
Maximum Global Fault Relay Contact Current Rating: 500 mA	
RS485 Port	1
Up to 6 Units: Remote I/O Units (BMB01) and/or Fire Loop Interfaces	
RS232 Port	1

Wireless Microphones System

The System should feature 2 x Handheld Wireless Microphones units, allowing the onsite staff the ability to move around the main concourse and the stations surrounding areas. These units should feature a rechargeable battery and a docking station. Remote antennas should be fitted to the system to provide optimum reception on site.

WIRELESS MICROPHONE SPECIFICATION

Handsets General

Effective Radiating Power (EIRP).....	10 mW
Audio Frequency Response.....	200 Hz – 10 kHz
Antenna.....	internal dipole
Grid Spacing.....	25 kHz
Operating Frequencies	
Channel 1.....	863.050 MHz
Channel 2.....	864.825 MHz
Channel 3.....	863.225 MHz
Channel 4.....	864.675 MHz
Channel 5.....	863.375 MHz
Channel 6.....	864.525 MHz
Channel 7.....	863.525 MHz

Channel 8.....864.375 MHz
Channel 9.....863.625 MHz
Channel 10.....864.225 MHz
Pilot Tone Frequency.....non-standard

Compatible with RMR01/RMR02 Radio Microphone Receivers

Battery

Type.....VARTA Easy Pack 550
Talk Time.....up to 7 hours
Type.....Lithium polymer, built-in
Life Time.....up to 3 years
Life Cycle.....>1000
Self-discharge...5% per month (less after first month)

Format: plastic case and buttons

Colour: Grey Case with Black Buttons and rubber strip

Lanyard: with breakaway links

8 mm width x 240 mm length ribbon (approx.)

This equipment is designed and manufactured to conform to the following EC standards: Radio Type Approval: EN 300 422-1:v1.2.2, EN 300 422-2:v1.1.1 EMC: EN 301 489-9:v1.3.1, EN 301 489-1:v 1.6.1, EN 50121-4:2006, ENV 50204:1996 Safety: EN 60065:2002 This product is RoHS compliant.

Receivers General

Supply Voltage Range18 – 40 V DC

Current Consumption

Min., no announcement ... 260 mA @ 24 V DC supply

Max., all LEDs on 295 mA @ 24 V DC supply

Audio Output 0 dBu balanced (nominal)

Output Impedance..... 66 Ω

Microphone Control DataEIA RS485 / 19200 baud

Antenna Connections..... 50 Ω

2 x TNC (jack) on unit's upper face

2 x BNC (jack) on Radio Microphone Receiver

Other Connections internal DIN rail mounted terminals

Interface to non-ASL Systems..... 2 x relay contact pairs1
(NO – Normally Open)

8 A / 250 V AC relay

PTT active indication

Format..... cast aluminum box

Colour agate grey RAL7038

Low Smoke and Fume, Zero Halogen

Radio Microphone Receiver

Phantom Power..... 9.3 V nominal

Phantom Power Current Limit44 mA

Total Harmonic Distortion (THD)< 1.3%

Audio Frequency Response..... 70 Hz – 18 kHz, –3 dB

Sensitivity..... Better than –107 dBm for 12 dB SINAD

Signal/Noise Ratio..... >100 dBA

Squelch Level..... 4 levels (selectable)

Operating Frequencies.....10 frequencies in the Channel 70 license free band selectable by internal rotary switch

Environmental

Temperature Range..... -5 °C to +50 °C
(Storage and operating)

Humidity Range0% to 93% non-condensing

Ingress Protection.....IP65

Dimensions and Weight

Dimensions (H x W x D)..... 160 mm x 360 mm x 90 mm
(Excluding antennae and connectors)

Weight.....3.6 kg

Gland/Conduit Hole..... 25 mm

Battery Backup

The system should feature “Battery Back-up”, allowing the system to operate in the event of a power failure on site. The system should be able to be supported for the minimum of 24 hours, but after that time is still able to perform a full output for 30 minutes. The batteries back up system should be housed within the 19” PA/VA Control Rack Cabinet.

It is understood that supporting the DVA Touch Screen it is not possible to meet the standby specifications listed above, due to excessive power consumption. The system will require a 10 Zone Paging Desk Top Paging Microphone unit to be fitted, and to be used in the event of a power failure.

The battery size should be calculated based on the following parameters, the VA equipment manufacturers own data, and BS5839 Part 8 guidelines. This VA / PA system is required to be BS5839 Part 8 compliant, battery capacity should be calculated using the calculations set out in Section 18 of BS5839:Part8:1998 as reference.

Parameter	Value	Notes
T1, Standby period	24h	Typical for BS5839 Part 8
T2, Full Load (broadcast) Period	0.5h	Typical for BS5839 Part 8

Ambient Noise Sensing Microphones

The system should also feature IP Rated Ambient Noise Sensing Microphones, regulating the volume level within each zone as required. These same microphones should be able to work collectively in order to regulate the volume level of the speakers broadcasting to the General Concourse area Zone.

- The system should feature ambient noise sensing equipment, which will be set up, during commissioning, to maintain a signal level nominally 6dB above background noise levels. The sensors should have an A-weighted response, and due to the likelihood of reverberation, the output level shall be held constant during announcements.

Ambient Noise Sensing Specification:

Microphone Housing	Stainless Steel Box
Response	True RMS, A-weighted
Sensor Temperature Range	-15oC to +50oC (±1dB Accuracy)
Measurement Range	65 to 95dBA
Threshold / Range / Attack Time	Programmable

ANS MICROPHONE SPECIFICATION

General

Supply Voltage Range21 – 40 V DC

Current Consumption..... 35 mA @ 24 V DC supply

Output Current..... 4 – 20 mA nominal

Ambient Noise

Measurement Range1 65 – 95dBA (High Range)

55 – 85 dBA (Low Range) 2

Number of ANS Sensors.....Max. 12 per PA zone

(Sensors for one zone must be connected to the same BMB01 Remote I/O Unit)

Enclosure..... 2-gang standard metal wall plate and back box

7 x 20 mm knock-outs

BS5733: 1995 where applicable

Finish..... RAL7001 Silver Grey

Dimensions and Weight

Dimensions (H x W x D).....145 mm x 85 mm x 45 mm

Weight..... 500 g

Environmental

Temperature (storage and operating)..... -5 °C to +50 °C

±1 dB accuracy

Humidity Range 0% to 93% Non-condensing

Ingress Protection.....IP40

Amplification

Each zone should feature its own dedicated A & B Amplifier of the appropriate wattage to serve the speakers connected to it. The size of the amplifier should allow for the speakers to be tapped at their highest volume tapping, and you should also allow at least 15% headroom.

Please note that the Staff Zone is only served with Circuit A, there is no B circuit.

A standby amplifier should also be allowed for; this system would automatically switch over to this standby amplifier in the event of a zone Amplifier failure.

All amplifiers should be rack mounted within a standard 19" equipment rack.
Standby Amplifier: 200 Watt Module

Amplifier Mainframe Technical Specification Summary

Supply Voltage (European standard) 230 V $\pm 10\%$ RMS 50Hz AC / T6.3A L
250 V fuse

See Note1 regarding performance when on 230 V mains supply

Inrush Current (worst-case) 24.2 A

Maximum AC Power Consumption 745 VA (V400 fully configured and all
amplifier modules delivering

100 V 1 kHz sine wave into rated resistive loads)

DC Supply Voltage 21 to 27.6 V (from nominal 24 V lead acid battery pack) /
T25A fuse

Quiescent DC Current (no amplifiers, @ 24 V supply) 55 mA

Maximum DC Current Consumption 6.25 A per 1 x M100 100 W Amplifier
Module

12.5 A per 1 x M200 200 W Amplifier Module

25 A per 1 x M400 400 W Amplifier Module

(21 V supply, modules delivering 100 V 1 kHz sinewave into rated resistive
loads)

Audio Input up to four 0 dBu sensitivity balanced audio inputs

Audio Output up to four 100 V RMS relay isolated outputs

Auxiliary DC Supply Output 21 V to 38 V depending on AC or DC supply, and
battery conditions / T1A fuse

Audio-CAN Bus up to 63 amplifier mainframes

Temperature Range (storage and operating) -5°C to $+50^{\circ}\text{C}$

Humidity Range / Ingress Protection 0% to 93% non-condensing /
IP20

Dimensions (H x W x D) .87 mm x 437 mm x 410 mm (excluding handles) / 2U
height, 19" rack mounting

87 mm x 485 mm x 445 mm (including handles)

Fault Surveillance

The main control system should have the ability to register and log any detected faults on the system, including;

- Speaker Faults
- Wiring Faults
- Microphone Faults (Paging , Wireless , and ANS)
- System Communication faults
- Battery / Charging / Power Supply Faults

In the event of a fault, an alert should be displayed on the Main Touch Screen unit informing the user as to an issue.

Loudspeakers

Loudspeakers should be positioned to provide coverage within the Bus Station, providing zoning to each Shelter Structure and zoning to all general public areas such as concourses etc.

Any staff zones required should not receive any public paging announcements or digital messages, other than those announcements specifically intended for the staff zone, or the Emergency Evacuation Message.

Any loudspeakers fitted would need to feature suitably sized DC Blocking Capacitors in order to facilitate the PA/VA systems fault surveillance method.

End of Line Resistors (EOL) should also be fitted within all speaker units to further aid fault diagnostics.

Maintenance

You should allow for on-site maintenance and technical support of the system for the first 12 months after installation.

System Spares

The PA Service Provider shall guarantee the availability, within 72 hours, of all systems spares for a period of not less than 6 years.

Manuals

You should also provide of 2 hard copy folders containing comprehensive technical details of the installed system with all accompanying product literature, product manuals, and all “as Installed” Circuit Diagrams.

One copy of this should remain on site, to aid with ongoing servicing and maintenance issues and the second copy should be issued to TLF Bus Infrastructure for reference (care of the Client Manager).

Rack Cabinet

The cabinet should of suitable size and incorporate power distribution.

Power supply for Rack

A power of the appropriate capacity will be provided by others

Electro-Acoustic Performance

- The system should be installed to provide audible, intelligible speech in all applicable areas.
-
- Chosen locations for equipment should be such that the chance of vandalism is minimised.
-
- The system must be able to produce the following sound pressure levels in 95% of the applicable areas of coverage: sound pressure levels should be measured at 1.5 Metres from floor level.

External Public Areas SPL	85dB \pm 3db
Staff Areas SPL	80dB \pm 3db

- The system should meet with STI or RASTI testing and meet with a minimum measurement of 0.5 RASTI.
- In the event of apparent non-compliance of the VA / PA system to meet these intelligibility levels, a test will be undertaken by the Authority representative to determine the actual quality levels. Should the system intelligibility be judged to be below the minimum requirement, the PA / VA Service Provider will be held liable for the costs involved in undertaking the testing of the system and supplying and installing the necessary equipment to provide the required intelligibility. If intelligibility is found to be sufficient, no additional costs will be held liable to the PA / VA contractor.

Installation

- Schedule of Rates must include pricing for the supply and installation of all associated wiring infrastructures required for system operation, including supply of the suitable cable required.
- The Service Provider must take complete responsibility for compliance to BS6259, London Buses installation requirements and local bye-laws, and for the operation and performance of the system, including the wiring.
- All installed cables must have a unique reference number, and must be clearly and permanently labelled at each end, details of which must appear within the manual.
- In line connections shall be limited to the absolute minimum, and where they are unavoidable, shall be contained within suitable junction boxes, permanently labelled 'Public Address / Voice Alarm System'. Under no circumstances should any junction boxes be within the subterranean ducting system.

Supervision

All staff required to manage, supervise and carry out the work required under this contract are to be provided by the Service Provider. The quality and quantity of staff provided by the Service Provider must be appropriate to satisfy the requirements of the contract. The Service Provider shall ensure that himself, his employees and sub-contractors (where previously approved by the Authority), shall possess valid certificates / qualifications as are appropriate for the operation, maintenance and associated works required by this contract, e.g.:-

- NICEIC Registration
- HSE License
- City and Guilds Certificates
- CITB Certificates for safe handling

Where appropriate the Service Provider shall nominate a competent person to supervise and/or carry out the works or services to be provided under the Contract. Any sub-contractor employed by the Service Provider to work on TfL premises must first be approved by the Authority.

Documentation

Asset Registers

It is a requirement of the contract to ensure that the information held by the Authority, regarding all aspects of each PA installation, is correct and up to date. As part of this Contract, the Service Provider is to complete and maintain an asset register listing all items of equipment installed as part of the PA system on each site.

The asset register paperwork will be provided by the Service Provider for the Authority's approval. Once approved, all asset registers for the sites are to be properly typed and completed within 2 weeks of the completion of the first 6 monthly maintenance visit. Once completed, the asset registers are to be forwarded to the Authority. The asset register must then be updated and re-submitted after each and every variation to the installed PA systems for the remainder of the contract. The asset register must also be submitted in an approved electronic format, (MS Excel)

Site Log Books

A site log book is to be supplied by the Service Provider for each site, the cost of which will be included within the Contract price. The log book will record all attendances by the Service Provider's staff to the site and all work carried out on the site by the Service Provider.

The Authority's maintenance staff, based at Palestra, 197 Blackfriars Road will issue call outs for attendance to a site during normal working hours. The Authority's site based staff on duty may continue this function at other times.

Whenever the Service Provider attends a site to carry out any works, he will make an entry into the logbook to record the time of arrival, works carried out, any parts used during the visit and the departure time. He must list all serial numbers of parts removed and of new parts installed and copy this list to the client. Once each entry has been completed, the Service Provider must secure a signature from the Authority or their representative, prior to leaving the site, to confirm the entry in the log book. A signed copy of the Service Provider's work sheet is to be enclosed into the log book.

Where sites are unmanned or a suitable storage place is not available on any site, the Service Provider will supply a wall mounted secure box for keeping the log book. The Service Provider will issue keys to the Authority and keep a set of keys to enable access to the log. It is recommended that all of these storage boxes have a suitable set of locks to simplify access availability to authorised Authority and Service Provider's staff.

It will be the responsibility of the Service Provider to ensure that the logbook is completed at each site visit.

Health & Safety

Health & Safety must be a core consideration of all activities associated with this contract. The Service Provider is expected to maintain and review their Health & Safety policy and procedures on a regular basis and provide training / instruction to all personnel engaged on the contract works. It is essential that all

operatives wear high visibility vests / jackets at all times and demonstrate a good command of the English language to issue reports and respond to the Authority staff instructions and announcements.

The majority of the sites are operational bus movement areas and the sites must be considered to be high-risk areas. It will be the Service Providers responsibility to ensure that all of their staff are fully conversant with each individual site's Health and Safety requirements in addition to general legislation and regulations. These regulations must be adhered to at all times, spot checks may be carried out by the Authority or their representative to ensure that they are followed.

The Service Provider and his employees shall comply with the requirements of the Health and Safety at Work Act 1974, The Construction (Health Safety and Welfare) Regulations 1996 and related legislation.

All members of the Service Provider's Staff are to be suitably trained and certificated as being electrically competent to carry out work on electrical equipment. The Service Provider shall take adequate precautions to prevent accidents when his employees are working in hazardous locations.

The Service Provider will provide all members of staff with appropriate safety equipment for working in any of the areas on any of the sites. This will include, for every site, suitable foot protection fitted with protective toecaps. High visibility jackets or bibs are to be worn on site at all times, and where/when appropriate, hard hats are to be worn.

The Service Provider is to provide all members of staff with safety harnesses for working at height or where no safety barrier is provided. In the case where suitable anchors for safety harnesses are not installed, then the Service Provider will provide suitable anchors at no additional cost to the Authority. Safety harnesses are to be worn at all times when working from aerial platforms at a height greater than 15 metres.

All access equipment is to be provided by the Service Provider. This access equipment is to be regularly inspected and a register of inspections is to be made available for inspection, by the Authority or his representative, upon demand.

All ladders used on any of the sites will comply with either BS1129:1990 for wooden ladders and BS2037:1995 for metal ladders or BSEN/131 European Standard for either type. All ladders are to be of type – Class 1 Industrial. Ladders must never be pitched at a ratio different to 4:1 (where 4 is the height and 1 is the distance from the support).

The Service Provider will ensure that all members of staff are fully trained and certificated in the use of all access equipment. No Service Provider's member of staff will be allowed to operate or utilise any piece of access equipment on any of the sites without an appropriate Certificate of Competence.

The Service Provider will ensure that all members of staff are fully trained and certificated in the assembly and use of all high level access equipment, e.g. cherry picker, scaffold tower, etc.

The Service Provider shall be responsible for the observance by himself, his employees and sub-contractors of all Health and Safety precautions necessary for the protection of himself, his employees, sub-contractors and any other persons, including all precautions required to be taken by any Act of Parliament, EC Directive, or any regulation or by-law of the local or other Authority.

All works shall be executed in accordance with relevant British Standards or equivalent European Standard. This should include any amendments to all relevant legislation during the contract term.

Electrical Installation shall comply with IEE Regulations for Electrical Installations (extant Edition) (BS 7671). This should include any amendments to IEE regulations during the contract term.

Protective Clothing / Uniforms / Vehicles

All Public Address personnel must wear well-maintained uniformed clothing, gloves, etc., and have suitable high visibility jackets when on site.

It is a requirement that all outer clothing is standardised for all personnel and projects a professional image. High visibility vests or jackets must be worn at all times and have the required identification label of the Service Provider / an approved form of recognition of working on a TfL contract.

Vehicles used in connection with the contracted services should be of consistent appearance and sign written to identify the Service Provider.

It is an aspiration that all vehicles will be 'environmentally friendly' and exempt from the congestion charge. The Authority will therefore not accept any claims for reimbursement of congestion charges.

Signage / Protective Barriers

When undertaking any works in public areas the necessary advisory safety signage / protective barriers / cones should be provided by the Service Provider and erected in accordance with agreed method statements. Costs are to be fully inclusive within this contract.

COSHH Regulations

In respect of COSHH regulations, the Service Provider is required to provide complete details in a concise format for all sites. A complete set of these details must be submitted to the Client Maintenance Manager prior to commencement of contracts. The Service Provider is to ensure that all personnel are fully trained in accordance with COSHH assessments for the use of all cleaning products.

The Service Provider shall provide such information as is reasonably required by the Authority including copies of manufacturers' current literature for all products for which a proprietary brand has been chosen by the Service Provider, including dated COSHH data sheets and manufacturers' recommendations for cleaning and maintenance.

Risk Assessments / Method Statements

All cleaning activities must be in accordance with good industry practice and comply with all statutory and the Authorities Health & Safety requirements. The Service Provider must provide the Authority, at least seven days before commencement, with a full package of Risk Assessments & Method Statements for all sites. The Service Provider is to ensure that all personnel are fully trained in accordance with agreed method statements and certified staff are named for certain tasks as required by regulations (e.g. operation of man-safe systems / high-level access equipment). Confirmation documentation to that effect must be submitted to the Authority's Maintenance Manager.

Site Details

The Service Provider will be deemed to have satisfied himself as to all of the particular requirements for each of the sites and satisfied himself that all provisions and information has been included within the tender return. No claims for additional sums will be approved by the Authority once the contract is in place.

Nearly all of these sites are located in public places and are subject to regulations and legislation in respect to public places.

The Service Provider shall be deemed to have satisfied himself as to the conditions under which the contract will have to be carried out and any other matters or information affecting or likely to affect the maintenance and operation of the facilities.

Access to all sites is by prior appointment with the Authority. As certain sites are not staffed, a full list of contact telephone numbers will be supplied.

Site Equipment

The Service Provider is to include all equipment utilised by or installed for any of the PA systems. No responsibility will be accepted by the Authority for any items that have not been mentioned herein, but exists on any of the sites.

Staff Training Operation/Instruction Documents

- (i) Training of the Authorities Operating Services staff in the operation of the system is to be carried out on completion of the installation.
- (ii) Comprehensive operating instruction documentation will be required for reference purposes. This should include:
 - *PA Installation/operating instructions*
 - *PA overview manual*
 - *PA system schematic*
 - *Keyboard installation/operation manual(where required)*
 - *Control equipment installation/operation manual*
 - *O & M overview manual.*

Warranty Maintenance

- (i) 12 month warranty as standard
- (ii) Maintenance for the first 12 months should also be included to cover:
 - *Two planned maintenance visits*
 - *Normal working hours only*
 - *All high level access equipment, e.g. cherry pickers and access towers, together with consumables, sundry items and travel costs, are to be included within the pricing.*

Procedure for Commissioning Capital Works

The Service Provider shall attend the specific site that requires upgrade / installation works to carry out a site survey; this will be at no additional expense to TfL. The Service Provider will attend the site at a mutually convenient time with the Authority's representative to discuss the upgrade / installation requirement.

Following the site visit the Service Provider shall submit a written quote and detailed specification, based on the minimum requirements as set out in SCHEDULE 3 – The Specification, to the Authority's representative.

The Authority's representative will refer the quote and specification to the Schedule of Rates submitted by the Service Provider and if the proposal is acceptable the Client's representative will commission the works by way of issuing a TfL Purchase Order.

Service level Agreements (SLA's) and Key Performance Indicators (KPI's)

Please refer to Schedule 9.

Appendix 1B

PUBLIC ADDRESS MAINTENANCE SPECIFICATION

Introduction

Task

The Service Provider will be responsible for maintaining, servicing and repairing/replacing all items of equipment that forms part of the Public Address Systems on any site. These responsibilities are to be carried out by the Service Provider in a professional and responsible manner on time and in accordance with the schedule supplied. It will be the Service Provider's responsibility to ensure that all systems under this contract are in a fully functional condition. It is essential that this is always determined after every visit to a site.

SERVICE LEVEL AGREEMENTS (SLA'S) / KEY PERFORMANCE INDICATORS (KPI'S)

*These are stated below, but this list is not exhaustive. **Please also refer to Schedule 9.***

Planned Preventative Maintenance (PPM)

The Service Provider will be required to attend each site twice during each annual period to carry out a full service and maintenance of the equipment installed on the sites. These visits will be scheduled at 6 monthly intervals, rather than 2 visits at any time during the annual period. It is envisaged that a service visit will be required as soon as possible after award of contract to reduce, as far as possible, a period greater than six months after the last service visit at any site. A proposed schedule for the service visits must be provided by the successful bidder following award of the contract/contracts. The Authority may require adjustment to the schedule.

The schedule is to show the date of service visits proposed for each site. Once a contract is issued, the Service Provider will be monitored to ensure that the schedule is being adhered to.

All PPM's at all sites will be undertaken outside normal working hours. Outside normal working hours will be from 22.00 through to 06.00. During each PPM visit, all equipment must be checked and serviced in accordance with the maintenance schedule below.

Prior to each maintenance visit, the Service Provider should contact the manufacturer of the relevant equipment to ensure that the most up to date software version is installed in each machine; if new updates are available these must be installed at the time of the service visit. On completion, confirmation should be provided to the PMM (Premises Maintenance Manager) that all units are showing this version of the software.

6 Month Inspection: "Competent" Service Engineer Visit.

PAT test of the system, to meet with Current IET CoP. PAT Certificates to be forwarded as .pdf to yourselves, and archive copy to be retained by Engineers.
Check fault log - make record of any pertinent faults.
Functional Test of all microphones, messages (both pre- and user- recorded), evacuation message.
Check DC Voltages reported in the VAR, including for Battery Backup Systems (BBS), where fitted.
Where BBS is fitted, turn off mains supply, check for seamless changeover to batteries and correct operation of system is maintained. Restore mains power and check appropriate faults are logged, clear faults.
Test all warning lamps/lights are functioning.
Where a "Changeover Amp" is fitted, test for correct operation.
Check number of "EOL" detected in the speaker circuit surveillance modules, for each amplifier/circuit. Log number shown and check previous values for consistency.
Cause a "safe" fault in each speaker circuit (disconnect a cable) and check VAR detects fault within 60 seconds. Reconnect cable and check fault clears. Reset fault log.
Using a suitable test tone, routed to all speakers one zone at a time, check all speakers are working. Log any defects.
Take readings of any ANS microphones fitted and record rest/average/typical dB readings.
Inspect any junction boxes within the cabling system for ingress of water or detritus.
Final Clear down of Fault Logs, created by test procedures. Produce Hard Copy and .pdf version of Measurements, 1 hard copy left in service record folder on site, 1 .pdf copy forwarded to yourselves, 1 .pdf copy archived to be retained by Engineers.
Check all fixings and ensure that they are secure and tight. Grease any exposed threads with a suitable waterproof lubricant. Replace any rusted fixings with new.
Check the mountings and ensure that they are not corroded. Check any welds for signs of weakening and if any galvanising has been chipped or is missing, clean the surfaces and treat with Galvafruid or equivalent. Replace all worn or damaged parts as required.
Check the cabling for signs of wear. Replace as required.
Check all exposed cabling from speakers to the control equipment for signs of damage. Where cables pass through glands, openings, etc. check for signs of wear and repair/replace as required.
Check all poles/towers for stability and any signs of damage. Report any unstable supports to the Authority immediately.
Clean all equipment with approved solutions to ensure that all equipment at each location is free from dirt, grime, cobwebs, dust etc.
Check the time and date settings on all equipment fitted with internal clocks and ensure that all items on each site are showing the correct and the same time and date. Adjust as required.
Check the correct termination of all equipment on the system and adjust as required.

Check to ensure that any alarm inputs utilised by any part of the systems are working correctly and investigate any alarm inputs that are not operating correctly. Unless the alarms are created from another source other than that covered by the Public Address systems, report all alarms to the Authority immediately. Otherwise, rectify as required.

Ensure all equipment within the control office/area is clean and free of dust.

Check the operating of the whole system and ensure that all items are operating correctly. Replace/repair any item that does not prove to be working correctly in any part of the system.

Complete a maintenance report work sheet and issue a copy to the Authority within 7 working days. A second copy of the work sheet is to be left in the onsite log book. All copies are to be signed by the Client's on site representative before leaving site.

Repair call outs

In addition to PPM, the Service Provider will be available for call-out to any site covered by the Contract and repair or rectify any fault that may have occurred. The Service Provider will be required to carry sufficient spare parts to cover any on site failure. The Call out and Rectification time period will be within 24 hours from the time the call is logged by the Authority.

If a component part of any system fails, it is accepted that an equivalent service spare/replacement may have to be temporarily installed whilst the faulty part is being repaired. However, it should be understood that this equivalent part should provide as a minimum the same operation and specification as the part being temporarily removed for repair. If the replacement part requires the operator to be instructed in its use, then full training must be provided by the Service Provider prior to leaving the site.

Any parts removed from a site for repair must be notified to the Authority in writing within 24 hours and an estimate for the time to repair the item must also be provided. All labour costs are to be fully inclusive within this contract.

Where a part is deemed to be beyond repair the Service Provider will provide to the Authority an estimated cost for an identical new item or an approved new item with an equivalent specification and operation.

All high-level access equipment, i.e. cherry pickers and access towers, are to be fully inclusive within the contract.

Emergency call outs will be executed within 24 hours of the logged call, which is inclusive of the time taken to rectify the fault. Any parts required to complete a repair are to be supplied by the Service Provider and the serial numbers of new parts and of parts being removed are to be forwarded to the Authority within 24 hours. Any parts removed from a site for repair must also be notified to the Authority in writing within 24 hours. These costs are to be fully inclusive within this contract.

Where replacement parts or service spares are utilised to implement a temporary operation whilst the defective part is being replaced, then the

replacement part must be of an equivalent or better specification to the item being removed.

Any new parts being installed onto a site must be notified to the Authority together with the location, serial number/part number in accordance with the Service Provider's responsibility to maintain an up to date asset register. No parts may be disposed of without the written consent from the Authority. Where any item of equipment is removed or replaced, the appropriate setting up and testing of the equipment is to be carried out to ensure its correct operation as part of the installed system.

The Service Provider is to ensure that sufficient man power is allocated for each call out as no member of the Authority's staff may be permitted to assist with any works associated with a call out.

No Public Address system must be left inoperable without the prior approval of TfL's Maintenance Manager.

Reporting of Defects

Any damage or defects noticed during the contract works must be reported to the Authorities' site based staff, if available, or the Premises Maintenance team on the provided Repairs Desk phone number.

Supervision

All staff required to manage, supervise and carry out the work required under this contract are to be provided by the Service Provider. The quality and quantity of staff provided by the Service Provider must be appropriate to satisfy the requirements of the contract. The Service Provider shall ensure that himself, his employees and sub-contractors (where previously approved by the Authority), shall possess valid certificates / qualifications as are appropriate for the operation, maintenance and associated works required by this contract, e.g.:-

- NICEIC Registration
- HSE License
- City and Guilds Certificates
- CITB Certificates for safe handling

Where appropriate the Service Provider shall nominate a competent person to supervise and/or carry out the works or services to be provided under the Contract. Any sub-contractor employed by the Service Provider to work on TfL premises must first be approved by the Authority.

Failing Standards

Performance will be reviewed and supported by analysis of system reliability, site based staff feedback and random monitoring by TfL Maintenance staff. The Service Provider will be required to provide feedback on any issues that may affect contract performance/compliance and/or the reliability/performance of the Public Address installations.

The TfL Maintenance Manager will continuously monitor the Service Provider's performance against the specification. The Service Provider's representative will be expected to attend progress meetings with the Authority following each period of PPM and as required to facilitate contract management and performance.

Documentation

Asset Registers

It is a requirement of the contract to ensure that the information held by the Authority, regarding all aspects of each Public Address installation, is correct and up to date. As part of this agreement the Service Provider is to complete and maintain an asset register listing all items of equipment installed as part of the Public Address system on each site.

The asset register paperwork will be provided by the Service Provider for the Authority's approval. Once approved, all asset registers for the sites are to be properly typed and completed within 2 weeks of the completion of the first 6 monthly maintenance visit. Once completed, the asset registers are to be forwarded to the Authority. The asset register must then be updated and re-submitted after each and every variation to the installed Public Address systems for the remainder of the contract. The asset register must also be submitted in an approved electronic format.

Maintenance Documents

All maintenance documents should be completed in triplicate providing the Service Provider's copy, a log book copy and an Authority copy.

The documentation should provide complete details of all of the work carried out during a maintenance visit and include a check list that includes all of the items required to be completed, as detailed in this specification.

A maintenance visit will not be considered as being complete until the signed and correctly completed form has been received by the Authority.

Call Out Documents

The documentation should provide complete details of all aspects of the reported fault, work carried out during a visit, details of any parts replaced or renewed and include a check list of all tests that were carried out during the execution of the works.

Site Log Books

A site log book is to be supplied by the Service Provider for each site, the cost of which will be included within the Contract price. The log book will record all attendances by the Service Provider's staff to the site and all maintenance work carried out on the site by the Service Provider.

The Authority's maintenance staff, based at Palestra, 197 Blackfriars Road will issue call outs for attendance to a site during normal working hours. The Authorities' site based staff on duty may continue this function at other times.

Whenever the Service Provider attends a site to carry out any works, he will make an entry into the logbook to record the time of arrival, works carried out, any parts used during the visit and the departure time. He must list all serial numbers of parts removed and of new parts installed and copy this list to the Authority. Once each entry has been completed, the Service Provider must secure a signature from the Authority or his representative, prior to leaving the site, to confirm the entry in the log book. A signed copy of the Service Provider's work sheet is to be enclosed into the log book.

Where sites are unmanned or a suitable storage place is not available on any site, the Service Provider will supply a wall mounted secure box for keeping the log book. The Service Provider will issue keys to the Authority and keep a set of keys to enable access to the log. It is recommended that all of these storage boxes have a suitable set of locks to simplify access availability to authorised Authority and Service Provider's staff.

It will be the responsibility of the Service Provider to ensure that the logbook is completed at each site visit.

Health & Safety

Health & Safety must be a core consideration of all activities associated with this contract. The Service Provider is expected to maintain and review their Health & Safety policy and procedures on a regular basis and provide training / instruction to all personnel engaged on the contract works. It is essential that all operatives wear high visibility vests / jackets at all times and demonstrate a good command of the English language to be able to issue reports and respond to the Authority's instructions / PA announcements.

The majority of the sites are operational bus movement areas and the sites must be considered to be high-risk areas. It will be the Service Providers responsibility to ensure that all of their staff are fully conversant with each individual site's Health and Safety requirements in addition to general legislation and regulations. These must be adhered to at all times and spot checks may be carried out, by the Authority or his Representative, to ensure that they are being correctly carried out.

The Service Provider and his employees shall comply with the requirements of the Health and Safety at Work etc Act 1974, The Construction (Health Safety and Welfare) Regulations 1996 and related legislation.

All members of the Service Provider's Staff are to be suitably trained and certificated as being electrically competent to carry out work on electrical equipment. The Service Provider shall take adequate precautions to prevent accidents when his employees are working in hazardous locations.

The Service Provider will provide all members of staff with appropriate safety equipment for working in any of the areas on any of the sites. This will include, for every site, suitable foot protection fitted with protective toecaps. High visibility jackets or bibs are to be worn on site at all times, and where/when appropriate, hard hats are to be worn.

The Service Provider is to provide all members of staff with safety harnesses for working at height or where no safety barrier is provided. In the case where

suitable anchors for safety harnesses are not installed, then the Service Provider will provide suitable anchors at no additional cost to the Authority. Safety harnesses are to be worn at all times when working from aerial platforms at a height greater than 15 metres.

All access equipment is to be provided by the Service Provider. This access equipment is to be regularly inspected and a register of inspections is to be made available for inspection, by the Authority or his representative, upon demand.

All ladders used on any of the sites will comply with either BS1129:1990 for wooden ladders and BS2037:1995 for metal ladders or BSEN/131 European Standard for either type. All ladders are to be of type – Class 1 Industrial. Ladders must never be pitched at a ratio different to 4:1 (where 4 is the height and 1 is the distance from the support).

The Service Provider will ensure that all members of staff are fully trained and certificated in the use of all access equipment. No Service Provider's member of staff will be allowed to operate or utilise any piece of access equipment on any of the sites without an appropriate Certificate of Competence.

The Service Provider will ensure that all members of staff are fully trained and certificated in the assembly and use of all high level access equipment, e.g. cherry picker, scaffold tower, etc.

The Service Provider shall be responsible for the observance by himself, his employees and sub-contractors of all Health and Safety precautions necessary for the protection of himself, his employees, sub-contractors and any other persons, including all precautions required to be taken by any Act of Parliament, EC Directive, or any regulation or by-law of the local or other Authority.

All works shall be executed in accordance with relevant British Standards or equivalent European Standard. This should include any amendments to all relevant legislation during the contract term.

Electrical Installation shall comply with IEE Regulations for Electrical Installations (extant Edition) (BS 7671). This should include any amendments to IEE regulations during the contract term.

Protective Clothing / Uniforms / Vehicles

All Public Address personnel on site must wear well-maintained uniformed clothing, gloves, etc., and have suitable high visibility jackets.

It is a requirement that all outer clothing is standardised for all personnel and projects a professional image. High visibility vests or jackets must be worn at all times and have the required identification label of the Service Provider / an approved form of recognition of working on a TfL contract.

Vehicles used in connection with the contracted services should be of consistent appearance and sign written to identify the Service Provider.

It is an aspiration that all vehicles will be 'environmentally friendly' and exempt from the congestion charge. The Authority will therefore not accept any claims for reimbursement of congestion charges.

Signage / Protective Barriers

When undertaking any works in public areas the necessary advisory safety signage / protective barriers / cones should be provided by the Service Provider and erected in accordance with agreed method statements. Costs are to be fully inclusive within this contract.

COSHH Regulations

In respect of COSHH regulations, the Service Provider is required to provide complete details in a concise format for all sites. A complete set of these details must be submitted to the Maintenance Manager prior to commencement of contracts. The Service Provider is to ensure that all personnel are fully trained in accordance with COSHH assessments for the use of all cleaning products.

The Service Provider shall provide such information as is reasonably required by the Authority including copies of manufacturers' current literature for all products for which a proprietary brand has been chosen by the Service Provider, including dated COSHH data sheets and manufacturers' recommendations for cleaning and maintenance.

Risk Assessments / Method Statements

All cleaning activities must be in accordance with good industry practice and comply with all statutory and the Authorities health & safety requirements. The Service Provider must provide the Authority, at least seven days before commencement, with a full package of Risk Assessments & Method Statements for all sites. The Service Provider is to ensure that all personnel are fully trained in accordance with agreed method statements and certified staff are named for certain tasks as required by regulations (e.g. operation of man-safe systems / high-level access equipment). Confirmation documentation to that effect must be submitted to the Maintenance Manager.

Site Details

The Service Provider will be deemed to have satisfied himself as to all of the particular requirements for each of the sites and satisfied himself that all provisions and information has been included within the tender return. No claims for additional sums will be approved by the Authority once the contract is in place.

Nearly all of these sites are located in public places and are subject to regulations and legislation in respect to public places.

The Service Provider shall be deemed to have satisfied himself as to the conditions under which the contract will have to be carried out and any other matters or information affecting or likely to affect the maintenance and operation of the facilities.

Access to all sites is by prior appointment with the Authority. A full list of contact telephone numbers will be supplied.

The Service Provider is to include for all equipment utilised by or installed for any of the Public Address systems. No responsibility will be accepted by the Authority for any items that have not been mentioned herein, but exists on any of the sites.

The Authority has the right to modify the Public Address systems included in the maintenance contract to ensure optimum effectiveness and management by (for instance) changing any of the equipment and/or by increasing/decreasing the number of systems installed.

Site Equipment

The Service Provider is to include for all equipment utilised by or installed for any of the PA systems. No responsibility will be accepted by the Authority for any items that have not been mentioned herein, but exists on any of the sites.

STAFF TRAINING/OPERATING INSTRUCTION DOCUMENTATION

- (iii) Training of the Authorities Operating Services staff in the operation of the system is to be carried out on completion of the installation.
- (iv) Comprehensive operating instruction documentation will be required for reference purposes. This should include:
 - *PA Installation/operating instructions*
 - *PA overview manual*
 - *PA system schematic*
 - *Keyboard installation/operation manual(where required)*
 - *Control equipment installation/operation manual*
 - *O & M overview manual.*

WARRANTY/MAINTENANCE

- (iii) 12 month warranty as standard
- (iv) Maintenance for the first 12 months should also be included to cover:
 - *Two planned maintenance visits*
 - *Normal working hours only*
 - *All high level access equipment, e.g. cherry pickers and access towers, together with consumables, sundry items and travel costs, are to be included within the pricing.*

PROJECT PLAN/TIMESCALES

<i>Requirement 1</i>	Contract will commence 10/01/2016
<i>Requirement 2</i>	Service Reviews to be held three times per annum, at 4 monthly intervals. (April/August/December)






SCHEDULE 4 - PRICING

PLANNED PREVENTATIVE MAINTENANCE SCHEDULE OF RATES

The PPM visits will be scheduled at 6 monthly intervals; all sites are to be visited within a 60 day period. The service visits will be required to start within one month after award of contract to reduce, as far as possible, a period greater than six months after the last service visit at any site. Subsequent to the installation of a new PA System to site, a revised total fully comprehensive maintenance contract including all call outs, repairs and replacement parts to be undertaken (out of normal working hours price), should be considered to account for the reduction of risk and cost.











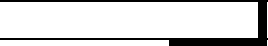

Cost per site for ONE YEAR (including two PPM visits and reactive maintenance service visits) NIGHT TIME WORKING HOURS

	<u>CENTRAL REGION</u>	PRICE £GBP
1	Hammersmith Lower	██████
2	Hammersmith Upper	██████
3	White City	██████
4	Victoria	██████
5	Finsbury Park Station Place	██████
6	Finsbury Park Wells Terrace	██████
7	Aldgate	██████
	<u>NORTH REGION</u>	I
1	Edmonton	██████
2	Walthamstow	██████
3	Waltham Cross	██████
4	Turnpike Lane	██████
5	Stratford	██████
6	Stratford City	██████
7	Canning Town	██████
8	Harrow on the hill	██████
9	North Finchley	██████
10	Edgware	██████
11	Golders Green	██████
12	Uxbridge	██████
	<u>SOUTH REGION</u>	I

1	North Greenwich	
2	Vauxhall	
3	Canada Water	
4	London Bridge	
5	Addington Interchange	
6	West Croydon	

EQUIPMENT RATES LOTS 1A &1B and 2A &2B

<u>EQUIPMENT</u>		<u>PRICE PER ONE</u> <u>ITEM</u> £GBP
a.	Touch Screen interface system with desk top paging, microphone featuring message recording and storage & programmable playback.	
b.	MPS01-G0-IP Paging Microphone (No Buttons)	
c.	ANS04-ES Ambient Noise Sensing Microphones	
d.	RPA01 Hand Held wire Microphones Transmitter unit	
e.	RRM02 Wireless Receiver Unit with Antenna	
f.	RCS01 Twin Transmitter Charging Station	
g.	Standby MPS10-G0-AN Desk top microphone with 10 zones selection switches (to be used in event of power failure)	
h.	Manually Activated Emergency Evacuation Message trigger switch fitted with Mechanical protection cover (to be used in event of power failure)	
i.	34u 19" Equipment rack W600mm x D800mm with glazed locking front door & steel locking rear door with castors	
j.	VAR 8 Router	
k.	V400 Amplifier Main Frame	
l.	M100 100 watt Amplifier Module	
m.	M200 200 watt Amplifier Module	
n.	BPC 130 Battery backup support	
p.	New stainless Steel speaker unit (each speaker fitted with EOL resistor, DC blocking capacitor of appropriate value, thermal fuse, ceramic connector block) BS5839 part 8 compliant	
q.	100 meters FP200 2 core 1.5 speaker cabling	
r.	100 meters SWA 1.5mm 2 core Cable	

s.	New Penton CAD20T/ENC projector Speakers (each speaker fitted with EOL resistor, DC blocking capacitor of appropriate value, thermal fuse, ceramic connector block) to meet EN54	 
t.	New Penton RCS5-FT/ENC Recessed Ceiling speaker units (each speaker fitted with EOL resistor, DC blocking capacitor of appropriate value, thermal fuse, ceramic connector block) to meet EN54	  
u	New Penton SENTRY-6ST-ENC Vandal Resistant Wall Speaker (each speaker fitted with EOL resistor, DC Blocking capacitor of appropriate Value, Thermal Fuse, ceramic connector block) to Meet EN54	
		
v	New Penton SENTRY-6RT-ENC SHELTER SPEAKER	
		
w	VIPEDIA-12 NETWORK CARD WITH 4GB AUDIO STORAGE	
		
x	LSDDC DUAL LINE SURVEILLANCE INTERFACE	

STAFF TRAINING LOT 1A &1B and 2A &2B

A	Quotation for evaluation purposes	Single unit rate
Ref	Description	
1	Staff Training/Operating instructions Documents of a Public Address system	
	Staff Training Comprehensive Operating Documentation	<div></div>
		<div></div>
		<div></div>
	Item total	

SCHEDULE 5 - PROJECT PLAN

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: tfl_scp_000855

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

Not applicable to this contract.

SCHEDULE 8 – RE-TENDER COOPERATION

Not applicable to this contract.

SCHEDULE 9 – SERVICE LEVEL AGREEMENT

1 Introduction

- 1.1 This Service Level Agreement sets out defined service levels ("**Service Level Indicators**" or "**SLIs**") which the Service Provider is obliged to meet when performing the Services and against which some of the Service Provider's performance shall be measured.
- 1.2 Without prejudice to the Service Provider's obligations to provide the Services in accordance with the Contract, the SLIs have been selected to reflect areas of the Services which are essential in order to deliver an acceptable level of customer service and operational and technical performance, and to avoid exposing the Authority to significant financial or reputational risk. Service Failure Points ("**SFPs**") have been assigned to each SLI in order to seek to reflect some of the impact of failure to meet the Service Levels.

2 Overview

- 2.1 The Service Provider shall provide the Services in accordance with good industry practice. Without prejudice to the foregoing, the Service Provider shall perform the Services in accordance with the SLIs stated in Tables 1, 2 and 3 such that any times, targets or metrics set out in them are met or exceeded.
- 2.2 The Service Provider's performance against the SLIs will be measured by the Authority at the end of each of the Authority's Reporting Periods as set out in Appendix A and SFPs will be awarded to the Service Provider after the end of each Reporting Period.

3 Service Level Indicator Reporting

- 3.1 The Authority shall provide to the Service Provider for each Reporting Period, on or around the end of the relevant Reporting Period (the "**Service Level Indicator Report Date**"), a Service Level Indicator Report in respect of the SLIs set out in Tables 1, 2 and 3.
- 3.2 If the Service Provider identifies any errors, omissions or discrepancies in the Service Level Indicator Reports, the Service Provider shall notify the Authority within 5 (five) business days (Monday to Friday) of receipt of the Service Level Indicator Report specifying what it considers to be the correct details together with details of the errors, omissions or discrepancies and the Service Provider's rationale for all of this. In the event of any dispute between the Service Provider and the Authority in respect of the Service Level Indicator Report, the Authority shall be the final arbiter. If no such notification is received by the Authority within 5 (five) business days of the Service Provider

receiving the Service Level Indicator Report, the Authority will consider it to be final.

4 Service Failure Points

- Service Failure Points or SFPs will be issued by the Authority for failure to meet the SLAs as stated in Tables 1, 2, and 3

Table 1: Installations and Upgrades

Service Level Indicator	Service Failure Points Incurred
<p>The Service Provider will be required to supply and install new and replacement PA equipment. A proposed schedule for the upgrade will be provided by the Service Provider along with a full quotation, upon request by the Authority. The schedule should show the start and completion date for the installation works. During the delivery of the installation works the Service Provider will be monitored to ensure that the schedule is being adhered to. If the Service Provider fails to adhere to the agreed schedule, Service Failure Points will be incurred, as follows:</p>	
Failure of the Service Provider to complete the installation works on the agreed date.	<u>1 point</u>
Failure of the Service Provider to complete the installation works on the agreed date, delayed by 48 to 96 hours.	<u>2 points</u>
Failure of the Service Provider to complete the installation works on the agreed date, delayed by 96 to 120 hours.	<u>3 points</u>
Failure of the Service Provider to complete the installation works on the agreed date, delayed by 120 to 168 hours.	<u>6 points</u>

Table 2: Planned Preventative Maintenance

Service Level Indicator The Service Provider will be required to attend each site twice during each annual period to carry out a full service and maintenance of the equipment installed on the site. These visits will be scheduled at 6 monthly intervals, rather than 2 visits at any time during the annual period. Service visits will be required within 6 weeks of contract commencement. All service visits should be completed within a 6 week period, on a twice yearly basis. A proposed schedule for the service visits must be provided by the Service Provider following award of the contract/contracts. The Authority may require adjustment to the schedule. The schedule is to show the date of service visits proposed for each site. During the delivery of contract the Service Provider will be monitored to ensure that the schedule is being adhered to. If the Service Provider fails to adhere to the agreed schedule, Service Failure Points will be incurred, as follows:	Service Failure Points Incurred
Failure of the Service Provider to undertake PPM visit on agreed date.	<u>1 point</u>
Failure of the Service Provider to undertake and complete all site visits within the 6 week period, delayed by 48 to 96 hours.	<u>2 points</u>
Failure of the Service Provider to undertake and complete all site visits within the 6 week period, delayed by 48 to 96 hours.	<u>3 points</u>
Failure of the Service Provider to undertake and complete all site visits within the 6 week period, delayed by 120 to 168 hours	<u>6 points</u>

Table 3: Reactive Maintenance

Service Level Indicator	Service Failure Points Incurred
The Service Provider will be available for call-out to any site covered by the Contract to repair or rectify any fault that may have occurred. The Service Provider will be required to carry sufficient spare parts to cover any on site failure. The Call out and Rectification time period will be within 24 hours from the time the call is made by the Authority. If the Service Provider fails to rectify the fault within the 24 hour Rectification period, Service Failure Points will be incurred, as follows:	
Fault rectified within 24 to 48 hours	<u>1 point</u>
Fault rectified within 48 to 72 hours	<u>2 points</u>
Fault rectified within 72 to 96 hours	<u>3 points</u>

- 4.1 If the Service Provider fails to meet one or more of the SLIs for the Reporting Period then, without prejudice to the Authority's other rights and remedies, where the total number of accumulated SFPs awarded against the Service Provider (measured on a 3 (three) rolling Reporting Period rolling basis) exceeds the thresholds shown in column 2 in Table 4 below, the Authority shall be entitled to the remedies set out in column 1 and as further described below.

Table 4: Accumulated SFPs REMEDY

Remedy	Threshold (measured by SFPs) – which can be triggered in any running 3 (three) Reporting Periods
First Warning Notice (First Action Plan)	3 (three) SFPs in the relevant 3 rolling Reporting Periods
Second Warning Notice (Second Action Plan)	6 (six) SFPs in the relevant 3 rolling Reporting Periods

Full or partial Termination (all optional at the discretion of Authority)	10 (ten) SFPs in the relevant 3 rolling Reporting Periods
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- 4.2 For the avoidance of doubt, the Authority shall be entitled to exercise any remedy it so chooses provided the relevant threshold has been met and it is not necessary for the Authority to have applied a lower level remedy before applying a higher level remedy or to have issued any Warning Notices prior to the right to fully terminate the Contract (or part thereof) provided that the threshold for this remedy has been triggered (being 10 or more Service Failure Points in the relevant 3 rolling Reporting Periods as at the date when the Authority exercises any remedy). For the avoidance of doubt, the right to exercise any remedy shall arise once the relevant threshold is reached and it shall not be necessary for the Authority to wait until the end of any one, two or three Reporting Period before exercising such right.
- 4.3 The remedies set out in this **Schedule 9** are without prejudice to the Authority's other rights and remedies.

5 First Warning Notice

- 5.1 If 3 (three) or more SFPs are accrued in respect of any rolling 3 (three) Reporting Periods, the Authority shall have the right, without prejudice to the Authority's other rights and remedies, to serve a written notice on the Service Provider ("**First Warning Notice**"), setting out details of the SLIs which have been breached giving rise to the notice, stating in the notice that it is a First Warning Notice. The Service Provider shall within 5 (five) business days of such notice present an action plan ("**First Action Plan**") to demonstrate it shall be able to achieve its future compliance with the relevant SLIs for the written approval of the Authority (such approval not to be unreasonably withheld or delayed) at a meeting at the Authority's premises. The author of the First Action Plan shall be the Service Provider's Contract Manager and it shall be signed by such Contract Manager. If the Authority notifies the Service Provider that it is withholding its approval to the First Action Plan, it shall provide a written response to the Service Provider making clear its reasons. The Service Provider shall within a further 5 (five) business days of such notice, provide the Authority with a revised First Action Plan adequately addressing the concerns which entitled the Authority to reasonably withhold its approval. The Service Provider shall implement the First Action Plan following approval by the Authority and shall submit a report to the Authority at the end of the following Reporting Period evidencing how the measures identified in the Action Plan have been successfully implemented.

5.2 Without prejudice to **paragraph 5.1** above, the Service Provider shall immediately implement the First Action Plan following approval by the Authority and shall submit a report to the Authority at the end of each of the following weeks until the end of the following Reporting Period evidencing in writing how the measures identified in the First Action Plan have been successfully implemented. If the Authority, in its opinion, considers that the Service Provider has not been complying with the First Action Plan or has not successfully implemented it, the Authority can extend the requirement for weekly reports beyond the Reporting Period and require further meetings with the Service Provider. Furthermore, the Authority shall, if it so wishes, at any time arrange a meeting at the Authority's premises, requiring the Service Provider to attend within 3 (three) Business Days, with those persons reasonably specified by the Authority, in order to discuss the implementation of the measures identified in the First Action Plan.

5.3 If:

- (a) the Authority withholds its approval to any revised First Action Plan; or
- (b) following written approval by the Authority of a First Action Plan (including any revised First Action Plan), the Service Provider fails within 15 (fifteen) calendar days of a written notice being served on it by the Authority specifying material non-compliance with the First Action Plan (including any revised First Action Plan) and requiring it to be remedied, to remedy such non-compliance and to demonstrate in writing it has successfully implemented the plan such that the relevant SLIs will be met or exceeded in the future,

the Authority shall have the right to issue a Second Warning Notice in accordance with **paragraph 6** below.

6 Second Warning Notice

6.1 If:

- (a) 6 (six) or more SFPs are issued in respect of any rolling 3 (three) Reporting Periods; or
- (b) the Service Provider fails to comply with a First Action Plan or the Authority reasonably withholds its approval to any revised First Action Plan in accordance with **paragraph 5.3** above,

then, without prejudice to the Authority's other rights and remedies, the Authority shall have the right to serve a written notice on the Service Provider ("**Second Warning Notice**"), setting out details of the SLIs which have been breached giving rise to the notice, stating in the notice that it is a Second

Warning Notice. The Service Provider shall within 5 (five) business days of such notice present an action plan ("**Second Action Plan**") to achieve its future compliance with the relevant SLIs for each measure proposed for the written approval of the Authority (such approval not to be unreasonably withheld or delayed) at a meeting at the Authority's premises. The author of the Second Action Plan shall be Managing Director level [**named person to be agreed at Contract Award**].

- 6.2 Where the Second Warning Notice is in respect of SLIs for which the Service Provider has previously produced an Action Plan, the Service Provider shall ensure that the Second Action Plan proposes new measures to improve the Service Provider's performance so that the Service Provider once again performs in accordance with all the SLIs and meets or exceeds such SLIs. If the Authority reasonably notifies the Service Provider that it is withholding its approval to the Second Action Plan, it shall provide a written response to the Service Provider making clear its reasons. The Service Provider shall within a further 5 (five) business days of such notice provide the Authority with a revised Second Action Plan adequately addressing the reasons which entitled the Authority to reasonably withhold its approval.
- 6.3 The Service Provider shall immediately implement the Second Action Plan following approval by the Authority and shall submit a report to the Authority at the end of each of the following weeks until the end of the following Reporting Period evidencing in writing how the measures identified in the Second Action Plan have been implemented. If the Authority in its opinion considers that the Service Provider has not been complying with the Second Action Plan it can extend the requirement for weekly reports beyond the Reporting Period and require further meetings with the Service Provider. Furthermore, the Authority shall, if it so wishes, at any time arrange a meeting at the Authority's premises, requiring the Service Provider to attend within 3 (three) business days, with those persons reasonably specified by the Authority, in order to discuss the implementation of the measures identified in the Second Action Plan.

7 Full or Partial Termination

- 7.1 If:
- (a) the Authority withholds its approval to any revised Second Action Plan in accordance with **paragraph 6** above; or
 - (b) following written approval by the Authority of a Second Action Plan (including any revised Second Action Plan), the Service Provider fails within 30 (thirty) calendar days of a written notice being served on it by the Authority specifying material non-compliance with the Second Action Plan (including any revised Second Action Plan) and requiring it

to be remedied, to remedy such non-compliance and to demonstrate in writing it has successfully implemented the plan such that the SLIs will be met or exceeded in the future, or

- (c) a total of 10 (ten) or more SFPs are issued in respect of any rolling 3 (three) Reporting Periods, then

subject to Applicable Laws and without prejudice to the Authority's other rights and remedies, the Authority shall have the right to terminate this Contract partially or fully as an irremediable material breach under **Clause 26.1.1** with immediate effect or on such longer notice as it wishes to give (up to 6 months) by serving written notice on the Service Provider and the provisions of **Clause 26.1.1** and **Clause 27** shall apply.

8 Changes to Service Level Indicators

- 8.1 The Authority and the Service Provider may at any time request a change to the SLIs set out in this Schedule. Any such amendments to this Schedule shall be by mutual agreement; the Authority shall have final approval of all.