

for the use and copying of, the Intellectual Property Rights referred to in Clauses 24.2, 24.3 and 24.4 above; and

- (b) keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less than every three (3) months) integrity testing of the same and provide written evidence of such testing to the Company at regular intervals and in any event upon the Company's request.

#### 24.6. Company's Rights of Retention

If the Contractor has not complied with its obligations under Clause 24.5(a), the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Contractor under each Contract until the Contractor has complied with its obligations under Clause 24.5(a).

#### 24.7. Company's Rights to the Software

If the Contractor or any of its subcontractors providing software for incorporation into or operation of the Works stops trading, is subject to an insolvency event equivalent to any of those events set out in Clause 26.1(d) (including their equivalent in any jurisdiction to which the Contractor or any of its subcontractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of this Agreement and each Contract then the Contractor, at no charge to the Company, shall use its best endeavours to transfer or procure the transfer to the Company of all Intellectual Property Rights in that software.

#### 24.8. Company's Rights in relation to Other Procurement Activities

For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 24.5 above and anything in which the Intellectual Property Rights referred to in Clauses 24.2, 24.3 and 24.4 subsist for the purposes of inviting tenders or of procuring works the same as or similar to the Works for the carrying out of any activities in connection with the licence under Clause 24.4 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

#### 24.9. Contractor's Indemnity against Third Party Intellectual Property Rights Infringement

- (a) The Contractor shall indemnify and hold harmless the Company and any member of the TFL Group against any actions, claims, losses, demands, costs, charges or expenses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights belonging to any subcontractor (of any tier) or other third party and against all costs and damages of any kind which the Company may incur in connection with any actual or threatened proceedings before any court or arbitrator or any other dispute resolution forum. If required by the Company the Contractor shall conduct

negotiations with any subcontractor (of any tier) or other third party and/or a defence in relation to any action, claim or demand referred to herein on behalf of the Company.

- (b) In the event of a claim of infringement of any Intellectual Property Rights the Contractor shall use all reasonable endeavours to make such alterations or adjustment to the Works as may be necessary to ensure that the use and provision of the Works continues in spite of such claim.

24.10. Ownership of the Company's Intellectual Property Rights

Intellectual Property Rights in all Documentation and in all other material and items supplied by the Company to the Contractor in connection with this Agreement and each Contract shall remain vested in the Company or the person owning such rights at the time the Documentation, material or items were supplied. The Contractor shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Company the rights referred to in this Clause.

24.11. Contractor's Licence to the Company's Intellectual Property Rights

The Company hereby grants the Contractor a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Company (including for the avoidance of doubt the Corporate IPRs as such term is defined in Clause 24.12) which are required by the Contractor for the purposes of providing the Works. Such licence is granted for the duration of this Agreement solely to enable the Contractor to comply with its obligations under this Agreement and is conditional upon the Contractor using such Intellectual Property Rights in accordance with Applicable Laws and Standards and such other quality standards as the Company may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by the Company may be used in conjunction with any other trade marks without the prior written consent of the Company.

24.12. Corporate IPRs

- 24.12.1.** The Contractor shall use and shall procure that its subcontractors and suppliers shall use the trade marks, trade names and other Intellectual Property Rights as amended by the Company from time to time (the "**Corporate IPRs**") in compliance with any relevant Company standards from time to time in force.
- 24.12.2.** The Contractor shall not use and shall procure that its subcontractors and suppliers shall not use the Corporate IPRs in combination with any other trade marks, trade names and other Intellectual Property Rights without the Company's prior written consent.
- 24.12.3.** On written request from the Company, the Contractor shall supply copies or details of items on or in relation to which it uses the Corporate IPRs or details of the manner in which they are used. If the Company reasonably determines that any use of the

Corporate IPRs falls below the quality standards notified to it in accordance with Clause 24.12.1, the Company shall give the Contractor written notice of that fact and the Contractor shall correct the use so as to comply with such quality standards taking into account the Company's instructions.

## **25. Failure to Supply the Works**

25.1. Without prejudice to its rights under Clause 26 if: (i) the Contractor fails to perform the Works in accordance with the Contract; or (ii) an emergency exists, then the Company may require the Contractor to remedy such failure in the case of (i) by giving the Contractor at least seven (7) days' notice in writing and in the case of (ii) no prior notice need be given. If the Contractor fails to comply with the requirements of the Company specified in such notice the Company shall be entitled to perform or procure the performance of the Works or part thereof itself or from a third party or permit a third party to perform the Works or part thereof. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 25 is in the case of an event of the type referred to in (i) recoverable by the Company from the Contractor and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Contractor under the Contract.

25.2. For the purposes of this Clause 25 the Contractor hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Contractor or used by the Contractor in connection with the Contract as may be required by the Company to exercise its rights under Clause 25 and the Contractor shall provide all co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under Clause 25.

## **26. Termination and Suspension**

26.1. The Company may terminate this Agreement and/or any individual Contract (in which case any remaining outstanding Contracts shall survive) immediately by notice in writing to the Contractor if:

- (a) the Contractor commits a breach of this Agreement and/or any Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Contractor and the Company, of the Company serving notice on the Contractor requiring such remedy;
- (b) the Contractor or anyone employed by or acting on behalf of the Contractor (whether or not acting independently of the Contractor when committing any breach) commits a Safety Breach or Prohibited Act;
- (c) the Contractor commits a persistent breach of Clause 35.2 and/or Clause 35.3;

- (d) the Contractor enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Contractor under this Agreement and each Contract) or is deemed unable to pay its debts as they fall due *in accordance with* Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same
- (e) any limit on the Contractor's liability to pay Liquidated Damages is reached or exceeded;
- (f) the Contractor breaches its obligations under Clause 37;
- (g) the Company becomes entitled to terminate in accordance with the escalation procedure set out in Schedule 12 (Contractor Performance); or
- (h) the Contractor has, at the Framework Commencement Date or Contract Commencement Date (as the case may be), been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2015.

26.2. Without prejudice to Clause 26.1, the Company shall have the right:

- (a) to terminate this Agreement and/or any individual Contract (in which case any remaining outstanding Contracts shall survive) at any time by giving notice of not less than thirty (30) days to the Contractor in writing; or
- (b) at any time to require the Contractor to suspend the provision of the Works by giving notice in writing (a "**Suspension Notice**") to the Contractor.

26.3. In the event that the Company terminates this Agreement and/or any Contract for any reason under Clause 26.1, the Contractor shall, without prejudice to any other rights or remedies which the Company may have under this Agreement and such Contract or under general law at the Company's option:

- (a) permit the Company to enter the Contractor's premises and take possession of any equipment, goods or Documentation which are the property of the Company;
- (b) permit the Company to place an order for the remaining Works with any other person or persons or complete the provision of such Works by its own workforce; and

- (c) promptly return to the Company any equipment, goods or Documentation which are the property of the Company and of which the Contractor or any of its subcontractors have possession.

26.4. In the event that this Agreement and/or any Contract is terminated, the liability of the Company shall be limited to payment to the Contractor for those Works provided in accordance with this Agreement and/or Contract(s) up until the date of such termination.

26.5. Following a termination in accordance with Clause 26.1 (but not a termination in accordance with Clause 26.2(a)) the Contractor shall be liable to the Company for

- (a) any Losses of whatever nature arising out of or in connection with the relevant breach; and
- (b) where the Company exercises its rights under Clause 26.3(b) and in so doing incurs costs which are in excess of those which would have been incurred in relation to the due provision of the Works under this Agreement and the relevant Contract by the Contractor ("**Excess Costs**"), such Excess Costs.

26.6. In the event that this Agreement and/or any Contract is suspended in accordance with Clause 26.2(b), the Contractor shall:

- (a) issue to the Company an application for payment in respect of those Works provided to the Company in accordance with this Agreement and the relevant Contract up until the date of such suspension; and
- (b) not carry out any further work in connection with the provision of the Works until such time as the Company issues a notice lifting the suspension (a "**Notice to Proceed**").

26.7. Termination of this Agreement and/or any Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement and the relevant Contract as at the date of termination and in particular but without limitation the right to recover damages against the other party.

## 27. Survival

27.1. The provisions of Clauses 2.2, 2.4, 2.5, 2.6, 2.7, 2.11, 2.15.5 (Contractor's Primary Obligations), 7 (Records and Audit), 13 (Title), 14 (Defects), 17 (Environmental Claims), 19.12 (Set-off), 23.6, 23.7 (Transfer Regulations), 24 (Intellectual Property Rights), 26 (Termination), 27 (Survival), 29 (Indemnity), 30 (Insurance), 31 (Confidentiality), 32 (Freedom of Information), 33 (Data Transparency), 34 (Dispute Resolution), 35 (Corrupt Gifts and Payments of Commission), 38 (Notices), 39 (Entire Agreement), 41 (Free Issue Materials), 42 (No Waiver), 43 (Severance), 46 (Contracts (Rights of Third Parties) Act 1999), 48 (Governing Law and Jurisdiction), 49.3 (Partnerships and Joint Ventures), 50 (Responsible Procurement), 53.1

(Declaration of Ineffectiveness), 53.5 (Data Protection) and 55 (Access) will survive the termination or expiry of this Agreement and each Contract and continue in full force and effect, along with any other clauses, appendices or Schedules of this Agreement and each Contract necessary to give effect to them. In addition, any other provision of this Agreement and each Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

## **28. Force Majeure and Permitted Delay Events**

### **28.1. Force Majeure**

Neither party shall be in breach of its obligations under this Agreement or any Contract if there is any total or partial failure of performance by it of its duties and obligations under this Agreement or any Contract occasioned by any Force Majeure Event. If either party is unable to perform its duties and obligations under this Agreement or any Contract as a direct result of a Force Majeure Event, that party shall within one (1) Working Day of such event taking place give written notice to the other party specifying the event and the steps taken by it to minimise or overcome the effects of such event. The operation of the relevant Contract shall be suspended during the period (and only during the period) in which the Force Majeure Event continues. Without delay upon the Force Majeure Event ceasing to exist the party relying upon it shall give written notice to the other of this fact. If the Force Majeure Event continues for a period of more than twenty-eight (28) days and substantially affects the abilities of the Contractor to perform its obligations under the relevant Contract, the Company shall have the right to terminate such Contract immediately upon giving written notice of such termination to the Contractor.

### **28.2. Permitted Delay Events**

- (a) If a delay is caused or either party can reasonably foresee delay occurring by reason of a Permitted Delay Event then the Contractor shall give notice to the Company's Representative of the same and any claim for an extension of time to the Contract Completion Date, within five (5) days after the cause of any delay has arisen.
- (b) For the purposes of this Agreement or any Contract, the occurrence of one or more of the following shall constitute a "Permitted Delay Event":
  - (i) any act of prevention, omission, default, neglect or breach by the Company of an express obligation under this Agreement or any Contract; or
  - (ii) any variation of this Agreement or any Contract under Clause 22; or
  - (iii) any denial of access under Clause 55; or

- (iv) the suspension of this Agreement or any Contract in accordance with Clause 26 (other than where the suspension is necessary by reason of default of the Contractor).
- (c) Where any delay in achieving the Contract Completion Date arises, the Contractor shall be entitled to an extension to such Contract Completion Date (either prospectively or retrospectively) but only to the extent that such delay is directly caused by a Permitted Delay Event that has a direct and material adverse effect on the Contractor's ability to perform the Works by the Contract Completion Date and provided that the Contractor:
- (i) notifies the Company of the Permitted Delay Event in accordance with Clause 28.2(a) and subsequently provides such further information as the Company may reasonably require regarding the nature and likely duration of such event;
  - (ii) provides the Company with reasonable access to the Contractor's premises or of its subcontractors for investigating the validity of the potential Permitted Delay Event;
  - (iii) uses its reasonable endeavours to mitigate the delay to the Contract Completion Date; and
  - (iv) shall not be entitled to an extension of time to the extent that the Permitted Delay Event was caused by or resulted from any act, omission, neglect, default or breach of this Agreement or any Contract by the Contractor, its subcontractors or employees.

## **29. Indemnity**

29.1. The Contractor shall be liable for, and shall indemnify the Company, including any of its employees, servants, agents, subcontractors, directors and officers and members of the TfL Group on an after-tax basis against all Losses suffered or incurred by the Company or relevant member of the TfL Group, arising from or in connection with the performance or non-performance of the Contractor under this Agreement and each Contract:

- (a) in respect of death or personal injury to any person;
- (b) in respect of loss of or damage to any property (including the Underground Network and/or the Sites and any other property belonging to the Company or for which it is responsible);
- (c) arising out of or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Contractor, its employees, agents or subcontractors; and

(d) arising under the Company's contracts with third parties,

and shall, at its own cost on the Company's request, defend the Company in any proceedings involving the same.

29.2. The Contractor shall not be liable to indemnify the Company or any member of the TfL Group under the indemnity in Clause 29.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

29.3. The Contractor's indemnity under Clause 29.1 and all other indemnities under this Agreement and each Contract shall remain in force for the duration of this Agreement and each Contract and for the period of twelve (12) years after the Contract Completion Certificate or earlier termination of each Contract.

29.4. The Company may withhold from any sum due or which may become due to the Contractor any sum due to the Company as a result of the operation of Clause 29.1.

29.5. Other than in respect of the Losses (i) described in Clauses 29.1(a) and (d) above and (ii) Excepted Liabilities, neither party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with this Agreement and each Contract. Each party respectively undertakes not to sue the other party, TfL or any member of the TfL Group in respect of Consequential Loss.

29.6. The Contractor's total liability to the Company for all matters arising under or in connection with this Agreement and any Contract, other than the excluded matters, is limited to the amount specified in the Framework Particulars and applies in contract, tort and otherwise to the extent allowed under the law of this Agreement and each Contract. The excluded matters are amounts payable by the Contractor as stated in the Contract for:

**29.6.1.** Excepted Liabilities;

**29.6.2.** loss of or damage to the Company's property;

**29.6.3.** any Losses against which the Company is indemnified under Clause 23 (*Transfer Regulations*);

**29.6.4.** any Losses against which the Company is indemnified under Clause 24.9 (*Intellectual Property Rights*).

### **30. Insurance**

30.1. The insurance requirements under this Agreement and any Contract shall not relieve the Contractor from or limit any of its other obligations and liabilities under this Agreement and any Contract.

30.2. The Contractor shall ensure that the following policy or policies shall, at its own cost, be effected with a reputable insurer for the duration of this Agreement and (in respect of Clause 30.2ii) for a period of not less than twelve (12) years after expiry or termination of this Agreement or any Contract, whichever is the later. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed):

- i. employer's liability insurance in respect of the Contractor's liability for any person in the Contractor's employment in the sum of not less than ten million pounds (£10,000,000) per incident or such other minimum level as may from time to time be required by law;
- ii. professional indemnity insurance in a sum normal and customary for a contractor or supplier in the business of providing services of a similar scope, nature and complexity to the services being provided under this Agreement and any Contract but not less than two million pounds (£2,000,000) in the aggregate per annum or such other sum as may be specified in the Order;
- iii. insurance against loss, destruction, theft or damage to tools plant equipment, temporary buildings (including contents therein) belonging to or the responsibility of the Contractor; and
- iv. insurance of all materials acquired by or delivered to the Contractor for the purposes of performing its obligations under this Agreement or any Contract (whether or not the property of the Contractor or of the Company) against loss, destruction and damage for their full re-instatement value until such time as such materials are delivered to the Company and/or the Works are completed.

(together the "**Contractor's Insurances**").

30.3. The Company shall effect the following insurances for each Contract:

**30.3.1.** construction all risks insurance against loss of or damage to the Works at the Site (as provided for in the policy terms and conditions) in an amount sufficient to cover the full reinstatement value of the Works; and

**30.3.2.** public liability insurance in respect of sums for which the insured shall become legally liable to pay as damages in respect of death of or injury or illness or disease to third parties and/or loss of or damage to third party property during the period of insurance arising out of or in connection with the Works at the Site in an amount not less than £25,000,000 per occurrence (or such other sum as may be specified in the Contract),

(together, the "**Company's Insurances**").

- 30.4. The Company's Insurances shall be in effect for the duration of the Works at the Site and shall be in the joint names of the Company and the Contractor and any other contractors or subcontractors of any tier engaged in carrying out the Works on the Site.
- 30.5. The Company shall provide a copy of the Company's Insurances policies to the Contractor prior to the commencement of each Contract.
- 30.6. The Contractor shall provide satisfactory evidence to the Company prior to the Framework Commencement Date and within one (1) month of renewal or when requested by the Company that the Contractor's Insurances have been effected and are in full force and effect and if so required produce the insurance policies for inspection and receipts for payment of the current premiums.
- 30.7. The Contractor shall notify the Company immediately of its inability to obtain any of the Contractor's Insurances, the cancellation of any of the Contractor's Insurances, or its inability to renew any of the Contractor's Insurances.
- 30.8. If the Contractor fails to maintain the insurance policies as provided in this Clause 30, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Contractor or recover the same as a debt due from the Contractor.
- 30.9. The Contractor must comply with the terms and conditions of the insurances and all reasonable requirements of the Company's and the Contractor's insurers, including (without limitation), in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Contractor must bear the cost of all exclusions and limitations under the Company's Insurances and the Contractor's Insurances.
- 30.10. The Contractor shall comply and shall ensure that its subcontractors comply with the requirements of the Company's claims handling procedures and the Contractor shall not compromise, settle or waive any claim which the Contractor may have under the Company's Insurances without the prior written consent of the Company.

## **31. Confidentiality**

- 31.1. The Contractor undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Contractor and shall use such information only for the purpose of the performance of his obligations under this Agreement and each Contract.
- 31.2. On the Company's request, the Contractor shall, so far as is reasonably possible:

- (a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Contractor;
- (b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and
- (c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.

31.3. The Contractor shall ensure that all his subcontractors, suppliers, employees and agents perform his obligations in Clauses 31.1 and 31.2 as if they were the Contractor, and the Contractor shall be responsible to the Company for any act or omission by his subcontractors, suppliers, employees and agents in breach of such obligations.

31.4. The Contractor shall notify the Company promptly if the Contractor becomes aware of any breach of confidence by a subcontractor, supplier, employee or agent and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that subcontractor, supplier, employee or agent for such breach of confidence.

31.5. The Contractor shall not (and shall procure that its employees, agents, subcontractors and suppliers shall not), either alone or jointly with others, publish any material relating to the Company, the Company's Representative, this Agreement, any Contract or the Works without the prior written consent of the Company.

31.6. The Contractor shall not (and shall procure that its employees, agents, subcontractors and suppliers shall not), either alone or jointly with others, make any press, television, radio or other media announcement or give any interview in connection with this Agreement, any Contract or the Works without the prior written consent of the Company to such announcement or interview and its content.

31.7. The provisions of Clauses 31.1 to 31.6 shall not apply:

- (a) to any information which is already in the public domain at the time of its disclosure other than by breach of this Agreement or any Contract; or
- (b) to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

31.8. The Contractor acknowledges that damages would not be an adequate remedy for any breach of this Clause 31 by the Contractor and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 31.

## 32. Freedom of Information

32.1. For the purposes of this Clause 32:

**"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 Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

**"Information"** means information recorded in any form held by the Company or by the Contractor on behalf of the Company; and

**"Information Request"** means a request for any Information under the FOI Legislation.

32.2. The Contractor acknowledges that the Company:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Contractor.

32.3. Without prejudice to the generality of Clause 32.2 the Contractor shall and shall procure that its subcontractors (if any) shall:

- (a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Contractor) each Information Request relevant to this Agreement or any Contract, the provision of Works or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and
- (b) in relation to Information held by the Contractor on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

32.4. The Company 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 Contractor shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

### 33. Data Transparency

33.1. The Contractor acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 31 and Clause 32, the Contractor hereby gives its consent for the Company to publish the Contract Information to the general public.

33.2. The Company 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 Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to Clause 33.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

### 34. Dispute Resolution

34.1. Any question, dispute, difference or claim (a “**Dispute**”) shall be resolved in accordance with this Clause 34.

34.2. The Parties shall use their reasonable endeavours to resolve any Dispute by a meeting between a suitably qualified and duly authorised representative of the Company and a suitably qualified and duly authorised representative of the Contractor (together the “**Nominated Representatives**”) which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one Party to the other of a matter in dispute.

34.3. If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 34.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one Party on the other), the Dispute shall be referred as soon as practicable to the Company’s Contracts and Procurement Manager and the Contractor’s Managing Director or in the absence or unavailability of these personnel, persons of similar status deputised to resolve disputes on behalf of their respective companies.

34.4. If the Dispute has not been resolved within twenty-one (21) days of it being referred to the Company’s Contracts and Procurement Manager and the Contractor’s Managing Director or their deputies in accordance with Clause 34.3 either Party may refer the matter for resolution in accordance with the provisions of Clause 34.6.

34.5. Clauses 34.1 to 34.4 are subject to either party's rights (if any) under the HGCR to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company's Adjudication Rules. For the purposes of this Clause 34, "**Adjudication Rules**" means the most recent edition of the Company's adjudication rules on the date of the notice referring adjudication.

34.6. If a Dispute is not resolved in accordance with Clauses 34.1 to 34.4, either Party may serve notice referring any Dispute arising out of, under or in connection with this Agreement or any Contract to adjudication to be settled in accordance with the Adjudication Rules.

### **35. Corrupt Gifts and Payments of Commission**

35.1. The Contractor undertakes that it shall not and procures that its subcontractors and agents shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

35.2. The Contractor undertakes that it shall not, and shall procure that its subcontractors and agents shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

35.3. The Company shall have the right to audit any and all such records necessary to confirm compliance with this Clause 35 at any time during the duration of this Agreement and each Contract and during the twelve (12) year period following expiry or termination of this Agreement and each Contract.

### **36. Assignment, Novation and Subcontracting**

36.1. The Contractor shall not assign, novate, transfer or sub-contract any of its rights or obligations under this Agreement or any Contract or any part thereof without the prior written consent of the Company.

36.2. The subcontracting of all or any part of the Works to a Subcontractor shall not relieve the Contractor of its obligations to perform the Works under this Agreement or any Contract. The Contractor shall remain responsible for the acts, defaults, omissions and negligence of any Subcontractor or assignee and for the employees, directors, agents and representatives of the Contractor, its Subcontractors or assignees as if they were the acts, defaults, omissions or negligence of the Contractor.

36.3. The Company may novate, assign, transfer or sub-contract this Agreement and/or any Contract (or any part thereof) to any person at any time without the consent of the Contractor, provided the Company has given prior written notice to the Contractor.

- 36.4. Within seven (7) days of any written request by the Company to the Contractor, the Contractor shall execute a deed of novation in the form set out in Schedule 7.
- 36.5. Subject to the Company's prior written consent pursuant to Clause 36.1, where the Contractor subcontracts any or all of the Works, the Contractor shall include in each Subcontract (and procure that its subcontractors include in each of their subcontracts) payment terms substantially similar to those set out in Clause 19 (*Payment*).
- 36.6. On or before the Contract Commencement Date (as the case may be), the Contractor shall notify the Company in writing of the name, contact details and details of the legal representatives of any Subcontractor, to the extent such information has not already been provided by the Contractor to the Company. The Contractor shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Subcontractor which the Contractor subsequently involves in the Works after the Contract Commencement Date.
- 36.7. The Company reserves the right to verify whether there are any grounds for excluding any Subcontractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 36.7, the Company may request that the information provided by the Contractor under Clause 36.7 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Subcontractor(s). Further, the Company:
- 36.7.1.** shall require that the Contractor replace any Subcontractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and
- 36.7.2.** may require that the Contractor replace any Subcontractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.
- 36.8. The Contractor shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a Subcontractor pursuant to Clauses 36.7.1 or 36.7.2.
- 36.9. The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 36.7.1 or 36.7.2.

### **37. Change of Control**

The Contractor shall not without the prior written consent of the Company implement any change of ownership of the Contractor where such change relates to fifty per cent (50%) or more of the issued share capital of the Contractor.

### 38. Notices

38.1. Subject to Clause 38.2, any notice, communication or document given under, or in connection with, this Agreement and each Contract must be in English and in writing and, if and to the extent that Clause 38.3 is not applicable to the Contract, sent by letter or fax or delivered by hand to the other Party's representatives in each case to the address stated in the Framework Particulars. If a Party's details change, it shall notify the other Party promptly in writing of any such changes. The notice, communication or document will be effective as follows:

- (a) if sent by letter, it will be effective when it is delivered;
- (a) if sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and
- (b) if delivered by hand to the other Party's representative, it will be effective immediately it is delivered.

38.2. If and to the extent that Clause 38.3 is not applicable to the Contract, where stated in the Framework Particulars, notices, communications or other documents may be given by email to the other Party's email address stated in the Framework Particulars. The notice, communication or document will be effective five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's electronic mail system dispatches the electronic mail provided that the correct email addresses as detailed in the Framework Particulars are used.

38.3. Notwithstanding Clauses 38.1 and 38.2, where stated in the Framework Particulars, the Parties may use the Company's e-tendering system as identified in the Framework Particulars for making communications ("**E-Tender Communications**") except for any categories of communications which the Company's Representative notifies the Contractor from time to time are not be made through the e-tendering system. Unless the Company's Representative gives an instruction suspending the operation of the e-tendering system, E-Tender Communications are only effective if made through the e-tender system and the Parties follow any procedure necessary to give effect to the e-tender system. Where an E-Tender Communication refers to an attachment that cannot be included with that communication, the attachment shall be sent via a method complying with Clause 38.1 or Clause 38.2. Unless specified otherwise in the e-tendering system, communications made through the system shall be effective when they are received at the address last notified by the recipient for receiving communications through that system or if none is identified at the email address of the recipient stated in the Framework Particulars.

38.4. This Clause 38 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **39. Entire Agreement**

This Agreement and each Contract embodies and sets forth the entire contract and understanding of the Parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of this Agreement or any Contract. Except in the case of fraud, neither party shall be entitled to rely on any contract, understanding, arrangement, representation or warranty which is not expressly set forth in this Agreement or any Contract.

### **40. Further Assurance**

40.1. Each party to this Agreement and each Contract shall (at its own cost) do and execute, or arrange for the performance and execution of, each necessary act or document to implement its obligations under this Agreement and each Contract.

### **41. Free Issue Materials**

41.1. In the event of the Company supplying Free Issue Materials to the Contractor under any Contract the cost of which has been included in calculating the Contract Price, the Contract Price shall be reduced by the amount included in the Contract Price for the materials which have been replaced by such Free Issue Materials.

41.2. Any Free Issue Materials supplied by the Company to the Contractor shall remain the property of the Company and the Contractor shall ensure that all Free Issue Materials are properly labelled as the property of the Company and are kept separate from and not mixed with any materials owned or in the possession of the Contractor or with any materials supplied to it by third parties.

41.3. The Contractor shall properly store all Free Issue Materials and other property of the Company whilst the same are in the Contractor's possession and protect the same from damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the same from any cause. The Contractor shall be liable for all loss thereof or damage to such Free Issue Materials and other property of the Company whilst the same are in the Contractor's possession or in the possession of any subcontractor of the Contractor except where such loss or damage is solely due to any negligent act or omission of the Company or its employees.

### **42. No Waiver**

No failure or delay on the part of either party to exercise any right or remedy under this Agreement or any Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement or any Contract are cumulative and are not exclusive of any rights or remedies provided by law.

#### **43. Severance**

43.1. If any provision of this Agreement or any Contract is, or becomes, invalid, illegal or unenforceable in whole or in part then the validity, legality and enforceability of all other provisions and the remainder of the affected provisions of this Agreement or any Contract shall not be affected or impaired, provided that the operation of this Clause 43.1 would not negate the commercial interest and purpose of the Parties under this Agreement or any Contract.

43.2. Where a tribunal determines that any provision of this Agreement or any Contract is in any way unenforceable the relevant provision shall be amended or modified to the extent necessary to give the provision a valid legal and enforceable provision which is as similar as possible to that unenforceable provision and is reasonably consistent with the purpose and intent of this Agreement or Contract.

#### **44. Costs**

Except as otherwise agreed each party shall bear its own costs incurred in connection with the negotiation, preparation and execution of this Agreement and each Contract.

#### **45. Interest**

45.1. If either party fails to pay to the other any amount payable in connection with this Agreement or any Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 45.1 shall be immediately payable by the paying party on demand.

45.2. Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

#### **46. Contracts (Rights of Third Parties) Act 1999**

46.1. No person except any member of the TfL Group may enforce any term or terms of this Agreement or any Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any other right or remedy of a third party arising at law.

46.2. Notwithstanding the rights referred to at Clause 46.1 above, the Company and the Contractor may agree to vary or rescind this Agreement or any Contract without the consent of any third party.

#### **47. Counterparts**

47.1. This Agreement may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

#### **48. Governing Law and Jurisdiction**

48.1. This Agreement and each Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

48.2. The Company and the Contractor submit, subject to the provisions of this Agreement and any Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Contractor is incorporated or in which any asset of the Contractor may be situated.

#### **49. Partnerships and Joint Ventures**

49.1. If the Contractor is a partnership, the rights, obligations and liabilities of the partners in the partnership under this Agreement and any Contract are joint and several. This Agreement and any Contract and the liabilities of the partners under this Agreement and any Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Contractor under this Agreement and any Contract.

49.2. If the Contractor comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under this Agreement and any Contract are joint and several.

49.3. Nothing in this Agreement or any Contract shall constitute, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement or any Contract, neither party is deemed to be the agent of the other and neither party holds itself out as the agent of the other.

#### **50. Responsible Procurement**

50.1. The Contractor and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act has directed TfL and its subsidiaries (including the Company) to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.

50.2. The Contractor shall and shall procure that its subcontractors (of any tier) shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.

50.3. The Contractor acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of works in an ethical manner (the "**Ethical**

**Sourcing Policy**”) which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Contractor shall and shall procure that all of its subcontractors shall comply with the Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.

- 50.4. The Contractor acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).
- 50.5. The Contractor shall not be entitled to any addition to the Contract Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).
- 50.6. The Contractor shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 50 and the provisions of this Clause 50 are included in any subcontract (of any tier).
- 50.7. The Contractor shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 50.

## **51. London Living Wage**

- 51.1. The Contractor shall, to the extent each Contract is for the provision of services necessary to perform the Works to be undertaken within Greater London or on the Underground Network or the Sites:
- 51.1.1. ensure that none of its employees engaged in the provision of services necessary to perform the Works under any Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
  - 51.1.2. provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;
  - 51.1.3. disseminate on behalf of the Company to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Company or its nominees may reasonably require and promptly collate and return to the Company responses to such questionnaires;
  - 51.1.4. co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and

**51.1.5.** procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 51 and the provisions of this Clause 51 are included in any subcontract (of any tier).

51.2. The Contractor shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 51.

## **52. Criminal Record Declarations**

52.1. For the purposes of this Clause 52:

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

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

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

52.3. The Contractor shall not engage or allow to act on behalf of the Contractor or any subcontractor in the performance of any aspect of the Works any Relevant Individual who has disclosed a Relevant Conviction.

52.4. The Company shall have the right in accordance with the audit rights set out in Clause 7 to audit and inspect the records of the Contractor and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 52 at any time during performance of this Agreement and each Contract.

52.5. If the Contractor fails to comply with the requirements under Clauses 52.2 and/or 52.3 the Company may, without prejudice to its rights under Clause 26.1, serve notice on the Contractor requiring the Contractor to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this Agreement and each Contract and/or Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Works unless (in the

case of non-compliance with Clause 52.2) within seven (7) days of receipt of the notice the Contractor confirms to the Company that he has procured all of the relevant Declarations required under Clause 52.2.

52.6. A persistent breach of Clause 52.2 and/or Clause 52.3 by the Contractor shall entitle the Company to terminate this Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 26.1(c).

52.7. In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Contractor shall remove or procure the removal (as the case may be) of such Relevant Individual from this Agreement and each Contract and/or the Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Works.

52.8. Nothing in this Clause 52 shall in any way waive, limit or amend any obligation of the Contractor to the Company arising under this Agreement and each Contract and the Contractor's responsibilities in respect of the provision of the Works remain in full force and effect and the Contractor cannot claim any extra costs or time as a result of any actions under this Clause 52.

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

53.1. Declaration of Ineffectiveness and Public Procurement Termination Event

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

- i. there is a Declaration of Ineffectiveness; or
- ii. a Public Procurement Termination Event occurs (without prejudice to the Company's rights of termination implied into this Agreement or any Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016).

(b) In the event that any court makes a Declaration of Ineffectiveness or a Public Procurement Termination Event occurs, the Company shall notify the Contractor. The Parties agree that the provisions of this Clause 53.1 shall apply as from the date of receipt by the Contractor of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 26.1 and this Clause 53.1 or the Cessation Plan, the provisions of this Clause 53.1 and the Cessation Plan prevail.

- (c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (d) As from the date of receipt by the Contractor of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
  - i. an orderly and efficient cessation of the Works or (at the Company's request) a transition of the Works to the Company or such other entity as the Company may specify; and
  - ii. minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 53.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (e) Upon agreement, or determination by the Company, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Contractor's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of this Agreement and any Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Contractor for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Agreement and any Contract in accordance with this Clause 53.1.

#### 53.2. Crime and Disorder Act 1998

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

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;
- (b) where appropriate, identify actions to reduce levels of crime and disorder; and

- (c) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent in its area;
  - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
  - (ii) the misuse of drugs, alcohol and other substances; and
  - (iii) re-offending

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

#### 53.3. The Company's business

The Contractor acknowledges that it:

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

#### 53.4. Best value

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

#### 53.5. Data Protection

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

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

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

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

**53.6.** Conflict of Interest

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

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

**53.7.** Equality and Diversity

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

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

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

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

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

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

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

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

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

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

"Bronze Accreditation"	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
"Car-derived Vans"	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
"Collision Report"	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
"Delivery and Servicing Vehicle"	a Lorry, a Van or a Car-derived Van;
"Driver"	any employee of the Contractor (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Contractor while delivering the Works;
"DVLA"	Driver and Vehicle Licensing Agency;
"FORS"	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
"FORS Standard"	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
"Gold Accreditation"	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

[www.fors-online.org.uk](http://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:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

#### 54.2. Fleet Operator Recognition Scheme Accreditation

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

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

#### 54.3. Safety Equipment on Vehicles

- (a) The Contractor shall ensure that every Lorry, which it uses to provide the Works, shall:

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

#### 54.4. Driver Licence Checks

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

- (a) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver's licence; and
- (b) each of its Drivers engaged in the provision of the Works has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Works and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Contractor's risk scale, provided that the Contractor's risk scale has been approved in writing by the Company within the last twelve (12) months:
  - (i) 0 – 3 points on the driving licence – annual checks;
  - (ii) 4 – 8 points on the driving licence – six monthly checks;
  - (iii) 9 – 11 points on the driving licence – quarterly checks; or
  - (iv) 12 or more points on the driving licence – monthly checks.

#### 54.5. Driver Training

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works the Contractor shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and

on-cycle hazard awareness, for the whole duration of the term of this Agreement and each Contract.

54.6. Collision Reporting

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

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

54.7. Self Certification of Compliance

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

54.8. Obligations of the Contractor Regarding Subcontractors

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

- (a) comply with Clause 54.2; and
- (b) where its subcontractors operate the following vehicles to provide the Works shall comply with the corresponding provisions of this Agreement:

- i. For Lorries – Clauses 54.3, 54.4, 54.5 and 54.6; and

- ii. For Vans – Clauses 54.4, 54.5, and 54.6,

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

54.9. Failure to Comply with Work Related Road Risk Obligations

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

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

## **55. Access**

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

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

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

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

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

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

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

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

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

## **Schedule 1**

### **Framework Specification**

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

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

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

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

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

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

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

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

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

#### **LOCATIONS OF WORKS**

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

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

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

#### **HOURS OF WORK**

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

#### **STANDARDS AND SPECIFICATIONS**

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

## **SKILLS AND COMPETENCIES**

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

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

## **PLANT AND EQUIPMENT**

Refer to the Terms and Conditions – Clause 2.10

## Schedule 2 Formation of Contract

### Part A: Form of Invitation to Tender

To: [Full name and address of the Contractor]

Date: [date]

Dear Sirs

Invitation to Tender

Contract Title: [contract title]

Reference no: [no.]

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

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

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

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

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

Pursuant to Clause 3.8 of the Framework Agreement, the criteria used to evaluate any Proposal received shall be as set out in Section [1/12] of Part E of Schedule 2 of the Framework Agreement.

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

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

Yours faithfully

---

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

For [Transport for London]

Part B: Form of Order

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

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

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

Company:	
Contractor:	
Company's Representative (if different from the person identified in the Framework Particulars) for the purposes of this Contract:	
Framework Agreement Reference Number:	
Order Number:	
Order Title:	
Contract Commencement Date:	
Contract Completion Date:	
Contract Programme:	
If there is no Programme at the Contract Commencement Date, the period within which the Contractor shall submit a first programme for acceptance is:	
Contract Price (exclusive of VAT) calculated in accordance with Schedule 4:	
Milestone Payment Plan and application for payment dates:	Please see Appendix 2
Contract Specification:	
The Site is:	
The CDM Regulations apply to the Works	Yes / No (delete as applicable)
The Contractor is appointed as principal contractor under the CDM Regulations	Yes / No (delete as applicable)
The Contractor is appointed as principal designer under the CDM Regulations	Yes / No (delete as applicable)
The Contractor's professional indemnity insurance shall be:	As stated in Clause 30.2ii/ not less than £(insert level required) in the aggregate per annum / not required (delete as applicable)

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

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

Signed by:  
Title:  
On behalf of:  
[            ]  
.....  
Date:.....

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

## **Lot 3 – The Company Specification**

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

#### **1. Description of the Works**

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

#### **2. Scope of Services**

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

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

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

- Concrete Repairs to Structures
- Brickwork Repairs to Structures
- Timber Repairs to Structures
- Steelwork Repairs to Structures
- Preparation & Application of Protective Coating Systems to Structures (Metallic & Masonry)
- Vegetation Clearance from Structures
- Guttering & Downpipe Repairs & Alterations
- Control of Water Seepages by Grouting
- Cable Support Repair and/or Replacement (Brackets, Troughs, Gantry & Posts)
- Installation of Pigeon Deterrent Measures
- Bridge Drainage Maintenance
- Scaffolding / Temp. Works Installation
- Intrusive Surveys to Civils Assets
- Fabrication & Installation of Asset ID Plates
- Materials Testing / Lab Testing
- Completion of Civils Designs (Consultants)
- Installation of Various Monitoring Regimes to Assess Asset Performance & Condition.
- Facility to assure the quality of works (paint tests, weld test, concrete tests, etc)
- Design and build of small to medium sized Civil Assets
- Waterproofing and weather proofing works
- Waste removal
- Pest Control
- Signage repair/renewal
- Fence maintenance over three metre and renewal
- Tree Works/ Third party tree works/ wind event mitigation support
- Survey, Inspection and consultancy

### **3. Corrective Services**

- 3.1 The Supplier is to provide a detailed and compliant programme to the Company detailing the critical path(s) and dependencies to deliver the contracted requirements.
- 3.2 The Supplier shall include in all cases, where appropriate, hold points for delivery for compliant standards of workmanship.
- 3.3 It is expressly required that Suppliers visit the sites designated for repair prior to submitting their tender.
- 3.4 All specifications and instructions for the required 'Corrective' scope activities will be defined by the Company and included within the 'scope document' included within the tender pack.
- 3.5 For each specific scope/brief, the Supplier must have in place prior to any works commencing, an approved and compliant; Method Statement, Site Risk

Assessment and any other assurance documents that may apply to the works, for example, in some cases, an approved 'Temporary Works Design' will be required for enabling works to commence.

- 3.6 Dependant on the nature of the works, the Supplier is responsible to make adequate and appropriate checks throughout the works for any environmental requirements such as; noise, hazardous waste transfer, etc. All environmental allowances must be assessed and appropriately allowed for by the Supplier to ensure compliance with legislation and standards throughout.
- 3.7 Any deviation(s) to the contracted scope of work(s) need to be agreed with the Company prior to any changes taking place. Any deviation(s) need to be identified by the Supplier and formally communicated with the Company through the 'contract variation processes. The variation submitted by the Supplier needs to be compliant and include all relevant details (costs, programme impacts, etc.) to enable the Company to decide and advise on the next steps.
- 3.8 Where required, Shift reporting by the Supplier needs to be compliant with the agreed format presented by the Company. The shift report should identify the progress made, resources utilised during the shift and any issues and/or concerns identified during the shift. Shift reporting needs to be received within the timescales agreed with the Company and no later than 12Hrs of the shift being completed.
- 3.9 The Supplier shall notify the appropriate Company Representative of any regulatory concern or sub-standard act by the end of the shift, and shall submit to the Company an Initial Findings and Improvement Measure Report within 24 hours of any Near Hit raised.
- 3.10 For each shift, the appropriate quality, assurance and inspection records must be taken by the Supplier and kept as a record of the quality and workmanship recorded on site and for each shift, and shall be included in the Health and Safety File. The specific format of these records must be agreed with the Company at the start up meeting pre-works.
- 3.11 On completion of the works, the Supplier shall provide the Company with a set of digital, date stamped images of the asset and associated works that are taken; before, during and after every key element of the corrective maintenance interventions and include this along with a written report within the Handover Document and/or completion certificate.
- 3.12 Once works have been completed, a joint sign off of a completion cert between the Supplier and appropriate Company Representative should be facilitated, but acceptance of the works and project close out will only be considered as 'fully completed' on receipt of a complete Health and Safety File that has been acceptance by the Client.
- 3.13 All works are subject to a 12 month defect liability period.

#### **4. Location of Works**

- 4.1 The Corrective Works covered under this scope will generally lie within the core London Underground boundaries and property schedules. These property

schedules and plans will be provided to the Supplier to allow for a full assessment of the areas covered under this scope of works.

- 4.2 For some London Underground boundaries, third party interfaces apply such as; public highways, river crossings, private land, Network Rail Track, DLR Track, etc. For these interface areas, the Supplier is expected to manage the interface and consider any specific rules and/or requirements that may apply.

## **5. Hours of Work**

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

## **6. Standards and Specifications**

- 6.1 The Supplier shall deliver the Services to meet the requirements of the Terms and Conditions of Contract – Schedule 1.
- 6.2 The Supplier shall deliver the Corrective Maintenance Works in accordance with all relevant standards and specifications; this includes but is not limited to, London Underground Standards, British Standards, Building Regs, National Standards and Eurocodes.
- 6.3 It is the responsibility of the Supplier to ensure that the Standard applied to the scope of work is relevant at the time of undertaking the work.

## **7. Skills and Competencies**

- 7.1 The Supplier's personnel shall be fully trained, experienced and competent to meet the requirements of this Scope of Services. Such training, including any subsequent refresher training shall be at the Supplier's expense. It is the Suppliers responsibility to ensure that adequate training is maintained for its staff allocated to this scope of services and throughout the life of the contract.
- 7.2 The Supplier shall formally submit to the Company all Training & Competency matrices for its staff allocated to this scope of services. These matrices shall be submitted quarterly.
- 7.3 The Supplier shall only employ the services of a sub-Supplier once the Company has been informed formally of the intention for delivering the works through this route and the relevant certification and competency to carry out the works is evidenced by the main Supplier. The main Supplier is wholly responsible for the performance of the sub-Supplier to meet the scope of works and specification as set out by the Company.

## **8. Plant and Equipment**

- 8.1 The Supplier shall deliver the Services to meet the requirements of the Terms and Conditions of Contract – Clause 2.9

## 9. Quality & Compliance Inspections

- 9.1 The Company will carry out quality inspections of Corrective Services completed by the Supplier in accordance with Schedule 12 [Performance].
- 9.2 The Company shall carry out routine Health & Safety audits on the Supplier whilst works are being delivered 'on-site'. The audits will assess all 'procedures and processes' being carried out to ensure that, as a minimum, compliance is achieved against the standards and specifications.
- 9.3 The output of the Company HSE audits will give a consolidated score which will determine the level of compliance. This will then be aligned to 3 achievement ratings; 'Below Compliance', 'Compliant' and 'Good Practice'.
- 9.4 The HSE audit scores form part of the Contract 'Key Performance Indicators' and are reviewed each period and discussed at the Supplier Periodic Review Meetings. Below is a summary of the 'Key Performance Measures' that are assessed each period.

- ✓ **Health, Safety, Quality and Environment** (Assessment of practices in line with business compliance and legislation)
- ✓ **Tendering** (Assessment of the quality & compliance of tenders received)
- ✓ **Assurance** (Assessment of the quality & compliance of assurance management)
- ✓ **Cost Management** (Assessment of the quality & compliance of cost management)
- ✓ **Service Quality** (Assessment of the overall Service Quality)
- ✓ **Work Planning (Progress Vs Plan)** (Assessment of the delivery of works in accordance with the contracted programme)
- ✓ **Reporting** (Assessment of the quality & compliance of reporting)
- ✓ **Service Delivery** (Measure of the quality & compliance of Service Delivery)
- ✓ **LUL Interface** (Assessment of the overall quality of LUL interfaces)

## 10. Asset Management System

- 10.1 The Supplier shall use the Asset Management Systems to record details of work undertaken by the Supplier on the Company's assets as part of the Services and to carry out any other activities in relation to the Asset Management System as set out in the Specification.

**10.2** The Supplier shall ensure that all Supplier Personnel attend any training by the Company in relation to the Asset Management System and follow the methods and processes required by the Company, as may be more particularly described in the Specification or notified to the Supplier from time to time.

**10.3** The Supplier shall perform its obligations under this Clause **Error! Reference source not found.** so as not to put the Company in breach of any of its obligations under any Third Party Licence and shall comply with the terms of any Third Party Licence as if it were a party to the Third Party Licence.

**10.4** The supplier acknowledges that the company shall not have any liability to the Supplier in respect of any inaccuracy, error or omission contained in, or any unavailability of the Asset Management System, and the Supplier shall not be relieved of its obligations under this Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, error or omissions.

**Annex A**  
**Company Asset Base Subject to 'Corrective Maintenance' Scope**

JNP - Bridges & Structures (B&S)

Asset Type	Line Total Asset Base			Total
	Jubilee	Northern	Piccadilly	
Cables and Pipe Bridges	33	26	16	75
Foot Bridges	34	55	61	150
Over-Bridges	20	24	26	70
Under-Bridges	27	50	39	116
Viaducts	5	11	15	31
Chimney Masonry	0	1	1	2
Covered Way	3	1	6	10
Culverts	8	9	2	19
Disused Station	0	4	5	9
Escalator Machine Room Steelwork	72	27	18	117
Escalator Support Frame	131	54	44	229
Girdering	33	52	61	146
Linear Staircase	20	15	9	44
Load Gauge	1	1	3	5
Pipe Crossing Under The Track	27	17	20	64
Pipe Crossing Over The Track	1	0	1	2
Roof Structure Support	16	13	28	57
Shaft	0	2	1	3
Shaft Cable	2	15	7	24
Shaft Disused	2	6	11	19
Shaft Lift	0	16	7	23
Shaft Pump	13	4	13	30
Signal Gantry	12	3	12	27
Spiral Stairway	1	20	11	32

Asset Type	Line Total Asset Base			Total
	Jubilee	Northern	Piccadilly	
Stations: Buildings	0	0	0	0
Stations: Platforms	64	88	78	230
Stations: Platforms Canopy	23	22	28	73
Sub-Station Premises	1	1	3	5
Sub-Station	0	0	0	0
Subway	4	7	5	16
Brick Tunnel	4	0	0	4
Ventilation Plant	35	52	61	148
Ventilator	11	0	7	18
Boundary Wall	2	1	1	4
Dry Stone Wall	3	3	0	6
Gabion Wall	24	29	14	67
Retaining Wall Over 1m	64	164	124	352
Retaining Wall under 1m	23	12	9	44
Station Entrance Canopies	16	13	13	42
Access Gantries	0	0	13	13
Lighting Standards	338	509	541	1388
Lighting Masts	2	16	17	35
Lighting Towers	1	1	0	2
Flood Gates	2	58	32	92
Cable Posts	26	43	37	106
Cable Stiles	2	2		4
Water Tower	0	0	1	1
<b>Total</b>	<b>1106</b>	<b>1447</b>	<b>1401</b>	<b>3954</b>

JNP - Earth Structures (ES)

Asset Type	Jubilee	Northern	Piccadilly	Total
Cuttings (km)	9	17.15	21.4	47.55
Embankments (km)	8	11.1	13.1	32.2
<b>Total</b>	<b>17</b>	<b>28.25</b>	<b>34.5</b>	<b>79.75</b>

JNP - Deep Tube Tunnels (DTT)

DTT Asset Type (No.s)	Jubilee	JLE	Northern	Piccadilly	Total
Platform or Concourse Tunnels	6	7	125	55	193
Station Passageway Tunnels	15	29	422	211	677
Running Tunnels	15	20	103	55	193
Cross Passages Between Running Tunnels	36	2	168	101	307
Step Plate Junctions	2	6	31	15	54
Crossover Tunnels	1	0	13	7	21
Overrun Tunnel	0	0	0	1	1
Siding Tunnel	0	0	9	6	15
Inclined Shafts	2	3	45	12	62
Vertical Shafts	18	28	135	78	259
Disused Tunnels	0	0	10	6	16
Disused Shafts	0	0	12	10	22
Other Tunnels	0	0	35	9	44
<b>Total (No. Of Assets)</b>	<b>95</b>	<b>95</b>	<b>1108</b>	<b>566</b>	<b>1864</b>

NOTE: The above asset volumes are the entire JNP asset base and the specific individual assets out of the above groups and types will be selected by the Company in each year for Corrective Interventions.

BCV - Bridges and Structures (B&S)

Asset Type	Line Total Asset Base				Total
	Bakerloo	Central	Victoria	Waterloo & City	
Access Gantry	3	32	12	2	49
Ballast Retaining Wall		18			18
Brick Tunnel	1	4		4	9
Cable & Pipe Bridge	1	51	4		56
Cable Draw Pit	1	37	5		43
Cable Run	12	1743	10		1765
Cable Stile		222			222
Chimney	1		1		2
Covered Way	1	20	1	6	28
Culvert (over 600mm)		21	2		23
Culvert (up to 600mm)					
Deep Tube Platform	28	45	23		106
Detraining Platform Structure					
Escalator Support Frame/Truss	29	72	33		134
Floodboard	4	10	3		17
Floodgate	2	9			11
Foot Bridge	24	68	9		101
Free Standing Wall	1	19	1		21
Generic Consolidated Record		16			16
Girdering	66	227	67	2	362
Intermediate Machine Chamber	1	1			2
Lift Structure Steelwork	3	3			6
Lighting Mast Column	5	107			111
Lighting Standard		42	3		45
Lighting Supp. Open Platform		438			438
Lighting Support	61	55	56		162