

Facilities Management Contract (Target Cost)

between

TRANSPORT FOR LONDON or TfL
as Company

and

Lanes Group Plc
as Supplier

For the supply of facilities management and related services across TfL

Contract Reference Number: TFL-00926 - 1FM Bundle 3 Lot 2 - Fabric and Premises
Maintenance (Rail)

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

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THIS CONTRACT is made on 25 APRIL 2017

BETWEEN:

- (1) **TRANSPORT FOR LONDON or TfL** (the "Company" which expression shall include its successors, transferees and assignees), a statutory corporation established under the Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London SW1H 0TL; and
- (2) **LANES GROUP PLC** (the "Supplier"), a company registered in England and Wales under number 3784486 and having its registered office at 17 Parkside Lane, Parkside Industrial Estate, Leeds, LS11 5TD.

(each a "Party" and together the "Parties")

BACKGROUND

- (A) Pursuant to a notice published in the Official Journal of the European Union in August 2015, the Company invited expressions of interest from appropriately qualified organisations for services relating to the provision of the Services.
- (B) The Supplier has submitted proposals to the Company setting out how it will perform the Services as required by this Contract.
- (C) The Company has selected the Supplier as the most economically advantageous tenderer to provide the Services pursuant to this Contract.
- (D) Therefore, the Company has agreed to buy and the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.
- (E) This Contract may be utilised by the Company or any other member of the TfL Group.

THIS DEED WITNESSES as follows:

PART 1: INTERPRETATION

Definitions and Interpretation

1.1 In this Contract, the following definitions shall have the following meanings:

"Abatement" has the meaning given to it in Schedule 12 (Performance Measurement).

"Additional Works" has the meaning given to it in Part 1 of Schedule 6 Part B (Additional Works).

"Affected Party" means the Party affected by a Force Majeure Event.

"Affiliate" means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded.

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“Aggregate Annual Additional Works Spend” means, in respect of a given Contract Year, the aggregate amounts paid or to be paid to the Supplier by the Company for Additional Works in that Contract Year.

“Applicable Laws” means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity) at any time or from time to time in force in the United Kingdom and which are or may become applicable to this Contract, any agreement or document referred to in this Contract, or for the performance of the Services.

“Asset Management System” means the Company’s asset management system used for the planning, recording and management of maintenance work and any updates to the system from time to time.

“BAFO” means ‘best and final offer’.

“Cessation Plan” means a plan agreed between the Parties or determined by the Company in accordance with Clause 76.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

“Change of Control” when applied to any person, shall be treated as occurring if any other person, or any other persons who together at the date of this Contract, Control such person subsequently ceases or together cease to Control it or if after the date of this Contract any person, or persons together, which did not have Control of that person at the date of this Contract but at any time thereafter acquire(s) Control of that person.

“Commencement Date” means the date specified as such in Schedule 1 (Detailed Terms).

“Company Party” means an officer, agent, contractor, employee or sub-contractor (of any tier) of the Company acting in the course of his office or employment or appointment (as appropriate), but excluding the Supplier and any Supplier Parties.

“Company’s Representative” means the person appointed by the Company and named as such in Schedule 1 (Detailed Terms).

“Competent Authority” means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the Parties in connection with the performance of this Contract.

“Confidential Information” means any information given orally or in writing which is a trade or business secret or method; technical know-how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company’s obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a Party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

“Consequential Loss” means in relation to a breach of this Contract or other circumstances in

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which a Party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach and whether or not the Party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach.

“Construction Act” means Part II of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009.

“Contract” means this contract made between the Company and the Supplier.

“Contractual Documentation” means all documentation and information agreed to be delivered by the Supplier in accordance with this Contract including without limitation records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with this Contract.

“Contract Information” means (i) this Contract in its entirety (including from time to time agreed changes to this Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 18 which shall consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

“Contract Innovation Efficiency” or “CIE” has the meaning given to it in Schedule 20 (Contract Innovation Efficiency).

“Contract Mobilisation and Transition Plan” means the plan set out in Appendix 1 (Contract Mobilisation and Transition Plan) to Schedule 18 (Mobilisation Requirements).

“Contract Reference Number” means the number shown on the front page of this Contract.

“Contract Variation Procedure” means the procedure set out in Schedule 6 Part A (Contract Variation Procedure).

“Contract Year” means each period of 12 consecutive calendar months starting on the Services Commencement Date.

“Control” means, in relation to a body corporate, the ability of a person (or any persons acting together) to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person (or those persons), and a person (or persons) shall be deemed to have Control of a body corporate (amongst other things) if, directly or indirectly, that person possesses or is entitled to acquire (or those persons possess or are entitled to acquire): (i) the majority of the issued share capital in that body corporate; or (ii) the majority of the voting rights in that body corporate; or (iii) the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding-up; or (iv) the right to appoint a majority of the directors to the board of that body corporate, and “Controlling”, “Controlled” and “Controller” shall be construed accordingly.

“Core Team” means those of the Supplier Personnel set out in Appendix 2 to Schedule 2 (Payment).

“CPI” means the Consumer Prices Index published by the Office for National Statistics or failing such publication or in the event of a fundamental change to the index, such other index as the Parties may agree, or such adjustments to the index as the Parties may agree (in each case with the intention of putting the Parties in a no better or worse position than they would have been had the index not ceased to be published or the relevant fundamental change not been made) or, in

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the event that no such agreement is reached, as may be determined in accordance with the provisions of Schedule 14 (Dispute Resolution Procedure).

"Declaration of Ineffectiveness" means a declaration of ineffectiveness in relation to this Contract made by a court of competent jurisdiction in accordance with Regulation 98 of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

"Defined Cost" means the cost of components in the Schedule of Defined Cost Components contained in Schedule 2 Part B (Payment) and excluding any Disallowed Cost or Lump Sum Mobilisation Costs.

"Disallowed Cost" has the meaning given to the term in Clause 18.22.

"Disclosed Data" means information relating to the provision of the Services disclosed to the Supplier and its shareholders and advisers before the date of this Contract including the Invitation to Tender.

"Dispute" has the meaning given to that term in Clause 65.

"Documentation" means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier in the performance of this Contract and whether in paper form or stored electronically.

"Emergency" means an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services.

"Energy Technology List" means the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme.

"Enhanced Capital Allowance" means the enhanced capital allowance scheme for energy saving technologies (first published on 15 October 2015) as amended from time to time by the Department for Business, Energy and Industrial Strategy and "Enhanced Capital Allowances" shall be construed accordingly.

"Environmental Claim" means receipt by the Company in connection with any pollution or contamination of the environment of:

- (A) any written claim, demand, suit or notice from a third party, including a Regulatory Authority ("Regulatory Authority" means any government entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or
- (B) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily).

"Environmental Law" means all and any laws, including common law, legislation, codes of

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practice, notices, judgments, decrees, Regulations, applicable clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the work place.

“Escalation Procedure” has the meaning given to it in Schedule 12 (Performance Measurement).

“ETI Base Code” means the Ethical Trading Initiative Base Code referred to in Clause 35 and set out in Schedule 16 (Responsible Procurement) of the Contract.

“Excepted Liabilities” means the liability of the Supplier for:

- (A) any Abatements levied in accordance with this Contract;
- (B) any costs of the Supplier of performing its obligations under this Contract, including but not being limited to the costs of re-performing the Services as required by Clause 20.2(A);
- (C) any compensation on termination amounts pursuant to Clause 45.2;
- (D) any taxes, whether payable under any Applicable Laws or pursuant to this Contract
- (E) Losses against which the Supplier is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach of or failure to maintain such insurance);
- (F) Losses caused by fraudulent acts, including fraudulent misrepresentation or acts of a criminal nature;
- (G) Losses caused by the Supplier committing a Prohibited Act or Safety Breach;
- (H) loss of or damage to any property (including the TfL Network and Sites and any other property belonging to the Company or for which it is responsible);
- (I) claims made against the Company by third parties (whether under contract, tort, breach of statutory duty or otherwise);
- (J) any Losses against which the Company is indemnified under Clause 31;
- (K) any Losses against which the Company is indemnified under Clause 37.10;
- (L) death or personal injury caused by the Supplier’s negligence or that of its personnel; and
- (M) any interest due as a result of any late payments of any of the Excepted Liabilities.

“Expiry Date” means the date specified as such in Schedule 1 (Detailed Terms), as may be extended pursuant to the provisions of Clause 2.2.

“Existing Contracts” means any and all contracts, whether current, expired or terminated, pursuant to which goods or services have been supplied or provided by the Supplier (in the capacity of contractor or sub-contractor) to the Company or any member of the TfL Group.

“Fee” means the percentage stated in Schedule 2 Part A (Payment) applied to the total amount of the Defined Cost. The Fee is fully inclusive of:

- (A) head office overheads;

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- (B) managerial and supervisory staff costs where required in addition to the Core Team;
- (C) all training costs and time associated with training;
- (D) insurance costs (including employers liability, public liability, professional indemnity, travel insurance and vehicle insurances but excluding medical insurance relating to Supplier Personnel in the performance of the Services);
- (E) profit; and
- (F) all other costs incurred by the Supplier in the delivery of the Services but not recovered through the Defined Cost components.

"Final Warning Notice" has the meaning given to it in Clause 44.3.

"Financial Year" means the period from and including 1st April in a given year to and including 31st March in the immediately following year.

"Force Majeure Event" means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a Party affected by such an event or circumstances and which have an adverse effect on the Party affected by such an event or circumstances and such Party's ability to perform its obligations under this Contract and is not an event or circumstances (i) whose effect the Party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under this Contract or (ii) which the Party affected by such an event could reasonably have avoided or provided against:

- (A) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, civil unrest, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority; or
- (B) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

"Free Issue Materials" means materials, apparatus and components supplied by the Company to the Supplier without charge and intended for use by the Supplier exclusively in the provision of Services under this Contract.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time from a skilled, competent and experienced contractor seeking in good faith to comply with all its contractual obligations and all Applicable Laws (whether or not binding on the Company), and engaged in the same type of undertaking and under the same or similar circumstances as those envisaged by this Contract.

"GLA Act" means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

"Greater London" has the meaning ascribed to it in the GLA Act.

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“Infrastructure Manager” has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

“Intellectual Property Rights” means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

“Interest Rate” means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1 (Detailed Terms).

“Invitation to Tender” or “ITT” means the invitation to tender issued through the TfL e-tendering portal under OJEU ID: 2015/S 152-281403 on 27 June 2016.

“Key Personnel” means Supplier Personnel identified as such in Schedule 19 (Key Personnel) and any changes to the same that are made in accordance with Clause 32.

“London Living Wage” means the basic hourly wage (before tax, other deduction and any increase for overtime) as may be revised from time to time by the Mayor or any other relevant Competent Authority.

“Losses” means any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments incurred by the Company, its employees or agents (which, for the avoidance of doubt, shall include a Replacement Employer).

“Lump Sum Mobilisation Costs” means the amounts in Schedule 2 (Payment) Part C, Summary that are set out against the headings ‘Mobilisation Manager’, ‘Planner’, ‘TUPE Transfer costs / HR costs’, ‘Uniforms / PPE’, ‘Oculus system changes’, ‘Office adjustments / refurbishment’ and ‘Short term van hire charges pending delivery’.

“Maintenance Operatives” means those of the Supplier Personnel set out in Appendix 1 to Schedule 2 (Payment).

“Maximum Cost” means 105% of the Target Cost for the relevant Contract Year.

“Mayor” means the person from time to time holding the office of Mayor of London as established by the GLA Act.

“Necessary Consents” means any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Supplier’s obligations under this Contract, including those required in order to comply with Applicable Laws, Standards or as a result of the rights of any third party.

“Notice to Proceed” has the meaning given to that term in Clause 48.2(B).

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"Occasion of Tax Non-Compliance" means:

- (A) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (1) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; and/or
 - (2) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent of similar regime; and/or
- (B) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

"Operator" means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements.

"Payment Assessment Date" means the last day of each Period for the duration of the Contract.

"Payment Notice" has the meaning given to it in Clause 18.9.

"Period" means the Company's accounting periods as notified from time to time by the Company to the Supplier, each such Period being of between 25 and 32 days and one of 13 periods during the Company's Financial Year.

"Persistent Breach" means a breach for which a Final Warning Notice has been issued, which has continued for more than ten (10) Working Days or recurred in three (3) or more months within the six (6) month period after the date on which such Final Warning Notice is served on the Supplier.

"Pre-Qualification Questionnaire" or "PQQ" means the pre-qualification questionnaire issued through the TfL e-tendering portal under OJEU ID: 2015/S 152-281403 on 05 August 2015.

"Prescribed Period" has the meaning given to that term in Clause 18.

"Price for Services Provided to Date" means the amount of Defined Cost which the Supplier can demonstrate that it will have paid or incurred in accordance with this Contract plus the Fee.

"Programme" means the programme of work set out in Schedule 4 (Programme) as may be superseded by the latest programme approved by the Company in accordance with Clause 7 for the provision of the Services.

"Prohibited Act" means:

- (A) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward:
 - (1) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Company;

or

- (2) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Company; or
- (B) entering into this Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before this Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company; or
- (C) committing an offence:
 - (1) under the Bribery Act 2010;
 - (2) under legislation creating offences in respect of fraudulent acts; or
 - (3) at common law in respect of fraudulent acts,in relation to this Contract or any other contract with the Company; or
- (D) defrauding or attempting to defraud the Company.

“Public Procurement Termination Event” means:

- (A) the Contract has been subject to any substantial modification which would require a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 or Regulation 88(8) of the Utilities Contracts Regulations 2016; or
- (B) if the Company determines that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations contained under the EU Treaties and applicable procurement Regulations.

“Quality and Safety Plan” means the Supplier’s quality and safety plan set out in Schedule 7 (Health, Safety, Quality and Environmental Requirements) as amended from time to time.

“QUENSH” has the meaning given to it in Schedule 7 (Health, Safety, Quality and Environmental Requirements).

“Regulations” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

“Relevant Tax Authority” has the meaning given to it in the Cabinet Office Procurement Policy Note: Measures to Promote Tax Compliance - Action Note 06/13 dated 25 July 2013.

“Relief Event” has the meaning given to it in Clause 30.

“Remediation” means any or all investigation, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effects on the Environment of any contamination or pollution including, but without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions and the obtaining of expert technical, legal and other professional advice (including all project management functions).

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“Replacement Employer” has the meaning given to it in Clause 31.

“Responsible Procurement Policy” means the policy document entitled the “GLA Group Responsible Procurement Policy” dated March 2006, updated in January 2008 and as may be amended.

“Safety Breach” means a material breach of any obligation under this Contract caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier) or any of its agents which has materially affected the safe operation of the TfL Network and/or Sites or the safety of the Company’s customers, staff or any other person.

“Services” means all or any part of the services stated in the Specification or any part of this Contract to be performed by the Supplier under this Contract and any services, functions or responsibilities which may reasonably be regarded as incidental to the supply of the Services and/or anything necessary to comply with them and which may reasonably be inferred from this Contract.

“Services Commencement Date” means the date specified as such in Schedule 1 (Detailed Terms).

“Site” means the work areas detailed in Schedule 1 (Detailed Terms) and/or the Specification and such other work areas as the Company may allow the Supplier to access (subject to and in accordance with Clause 22) in order to perform the Services.

“Specification” means the description of the services to be provided by the Supplier in accordance with this Contract contained in Schedule 3 (Specification).

“Standards” means the Category 1 and 2 Standards and Draft Category 1 and 2 Standards and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to perform the Services in accordance with Good Industry Practice. A full set of current Standards is available for the Supplier’s use on-line at the LU Standards e-library or as notified to the Supplier.

“Sub-Contract” means a contract between the Supplier and a Sub-Contractor.

“Sub-Contractor” means a sub-contractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the provision of the Services (or any part of them).

“Supplier Default” has the meaning given to it in Clause 44.

“Supplier Party” means:

- (A) an officer, servant or agent of the Supplier or any Affiliate of the Supplier and any officer, servant or agent of such a person;
- (B) any Sub-Contractor of the Supplier, and any of their officers, servants or agents; and
- (C) any person on or at any Site at the express or implied invitation of the Supplier (other than a Company Party).

“Supplier Personnel” means all employees, agents or consultants of the Supplier and the Supplier’s Sub-Contractors from time to time.

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"Supplier's Representative" means the person appointed by the Supplier and named as such in Schedule 1 (Detailed Terms).

"Target Cost" means the amount set out in Schedule 2 Part C (Target Cost and Other Pricing Information), the components of which are set out in Schedule 2 Part B (Schedule of Defined Cost Components), each as may be later adjusted in accordance with the provisions of Clause 15 and Schedule 2 Part D (Price Adjustment for Inflation).

"Target Cost Breakdowns" means the breakdown of the Target Cost based on the quantities of Defined Cost plus the Fee set out in Schedule 2 Part C (Target Cost and Other Pricing Information), as may be later adjusted in accordance with the Contract.

"Termination Notice" means a notice of termination issued in accordance with this Contract.

"TfL Group" means Transport for London and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary.

"TfL Network" means the assets owned, or used by, and/or the services provided by or on behalf of, any member of the TfL Group.

"Third Party Licence" means any third party licences, consents and permissions required to permit the Supplier to use the Asset Management System.

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

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto, or in any primary or secondary legislation promulgated by the European Union or any official body or agency of the European Union, and any similar sales, consumption or turnover tax replacing or introduced in addition to the foregoing.

"Variation Order" means the written authorisation from the Company to a Variation Proposal in accordance with the Contract Variation Procedure.

"Variation Proposal" means the written proposal put forward by the Company or the Supplier to vary this Contract in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 (Form of Variation Proposal/ Variation Order) to Schedule 6 Part A (Contract Variation Procedure).

"Volume Rebate Amount" means, in respect of a given Contract Year, the Additional Works expenditure rebate amount calculated in accordance with Clause 18.24(B).

"Volume Discount Percentage" means the applicable percentage in the column headed "Volume Discount Percentage" in Schedule 2 (Payment) Matrix 3 Additional Works Rates Part D Discounts & Value Based Discounts.

"Water Technology List" means the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme.

"Working Day" means any day of the week (other than Saturday or Sunday) which is not an English bank holiday, or public holiday.

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- 1.2 The headings in this Contract are only for convenience and shall not affect its interpretation.
- 1.3 Where appropriate, the singular includes the plural and the masculine includes the feminine and vice versa.
- 1.4 Any reference to "writing" means a communication consisting of words in any legible and visible form, including words produced by any form of electrical or mechanical means and in typed, electronic or printed format as well as in manuscript, and "written" shall be construed accordingly.
- 1.5 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to this Contract and references to this Contract include its recitals and Schedules.
- 1.6 References to (or to any specified provision of) this Contract or any other document shall be construed as references to this Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of this Contract or the document in question.
- 1.7 A reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted.
- 1.8 References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- 1.9 Any obligation on a Party to do or not do any act, matter or thing includes an obligation to procure that it is done or not done (as the case may be).
- 1.10 Words preceding the words "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.11 In the event that a conflict, ambiguity or inconsistency exists between the Clauses of this Contract and the Schedules or between any of the Schedules, then (save as expressly provided in this Contract) the order of precedence shall be as follows:
 - (A) the Clauses of this Contract;
 - (B) the Schedules to this Contract (equal priority, but subject to this Clause 1.11); and
 - (C) any other document referred to in, or incorporated by reference into, this Contract.
- 1.12 If there is any inconsistency between any diagram and any text, the text shall take precedence.
- 1.13 In the event of any inconsistency between the Schedules and the Parts, Annexes or Appendices thereto, the Schedules shall prevail.
- 1.14 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Company, nor the failure of the same shall, unless otherwise expressly stated in this Contract, relieve the Supplier of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.
- 1.15 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, the Company

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may make such election, determination, approval, rejection, consent, nomination, appointment, decision, specification, permission or consideration in its absolute discretion without being required to give reasons, unless this Contract expressly requires otherwise.

- 1.16 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, this means in advance and in writing in order for the Supplier to be able to place reliance on it.
- 1.17 This Contract was drafted with the joint participation of the Parties and no provision of this Contract will be construed adversely to a Party solely on the ground that such Party was responsible for the preparation of this Contract or that provision.
- 1.18 Where used in any part of this Contract the phrase "reasonable endeavours" shall be taken to mean an obligation to do whatever could reasonably be done in the circumstances to fulfil the obligation concerned by:
 - (A) a responsible and sufficiently funded contractor acting in accordance with Good Industry Practice (in the case of the Supplier); or
 - (B) a responsible customer receiving the Services (in the case of the Company).

PART 2: CONTRACT MANAGEMENT AND COMMENCEMENT

2. Duration and Option to Extend

- 2.1 This Contract and the rights and obligations of the Parties (excluding the obligations of the Supplier to provide the Services but including the Supplier's obligation to comply with Schedule 18 (Mobilisation Requirements) and the Contract Mobilisation and Transition Plan) shall take effect on the Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2. The obligation of the Supplier to provide the Services shall take effect on the Services Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2.
- 2.2 The Company shall at its sole option be entitled at any time prior to the date falling no later than twelve (12) months prior to the Expiry Date to serve notice on the Supplier of its decision to extend this Contract for a period of up to thirty six (36) months (the "Extension Period") either in respect of all or part of the Services.
- 2.3 The provisions of this Contract shall continue to apply mutatis mutandis to any such extension of this Contract (other than Clause 2.2 containing the option to extend and subject to any variations as may be agreed by both Parties).
- 2.4 Save as otherwise may be agreed, the Target Cost at the start of the Extension Period shall be the Target Cost in the immediately preceding year prior to the Extension Period, indexed in accordance with the provisions of Schedule 2 (Payment).
- 2.5 On receipt of notice further to Clause 2.2 from the Company by the Supplier, this Contract shall be deemed extended accordingly.

3. Due Diligence

- 3.1 The Supplier acknowledges and agrees that the Company has delivered or made available the Disclosed Data and that the Supplier has:
- (A) satisfied itself of all details relating to the Specification;
 - (B) satisfied itself as to the assets to which it will acquire rights and the nature and extent of the risks assumed by it under this Contract;
 - (C) gathered all information necessary to perform its obligations under this Contract and other obligations assumed, including:
 - (1) information as to the nature, location and condition of all relevant land (including hydrological, geological, geo-technical and sub-surface conditions);
 - (2) information relating to all relevant archaeological finds, areas of archaeological, scientific or natural interest;
 - (3) information relating to local conditions and facilities and the quality of existing structures;
 - (4) obtaining all surveys, information and any and all data and any supporting documentation necessary for carrying out its obligations under this Contract; and

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- (5) raising all relevant due diligence questions with the Company before the date of this Contract.
- 3.2 The Company shall not be liable for any costs arising from the Supplier's failure to perform its obligations under this Clause 3 or from any actual or perceived lack by the Supplier of information or knowledge.
- 3.3 The Supplier shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Company on grounds that any information, whether obtained from the Company or otherwise (including information made available by the Company), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.
- 3.4 The Supplier acknowledges, represents and warrants that:
 - (A) the Company has relied upon the Supplier's expertise and professionalism in the carrying out of all due diligence activities in relation to this Contract including the requesting of and verification of all Disclosed Data; and
 - (B) the Disclosed Data, together with the Supplier's own expertise and knowledge of the Company's operations, are sufficient to enable the Supplier to satisfy itself:
 - (1) as to the scope and nature of the Services to be provided; and
 - (2) that it is able to perform its obligations under this Contract.
- 3.5 The Supplier shall not be entitled to any additional payment nor be excused from any liability under this Contract and has no right to make a claim against the Company as a result of:
 - (A) the Supplier misinterpreting any matter or fact relating to the Specification or this Contract; or
 - (B) the Supplier having failed to review the Disclosed Data or any documents referred to in the Disclosed Data.
- .6 Subject to Clause 3.7, no warranty, representation or undertaking (whether express or implied) is given by the Company as to the relevance, accuracy, completeness, adequacy or fitness for purpose of any Disclosed Data or that such information constitutes all of the information relevant or material to the Specification and the Services. The Supplier represents and agrees that it has placed and will place no reliance on the Disclosed Data and that it has made its own enquiries to satisfy itself as to the accuracy, adequacy and completeness of the Disclosed Data supplied to it in connection with this Contract. Accordingly, the Supplier shall not be relieved from any obligation under this Contract in connection with:
 - (A) the supply and the content of any Disclosed Data; and
 - (B) any representations or statements made in respect of any Disclosed Data, and all liability on the part of the Company in connection with the matters set out at Clauses 3.5(A) and 3.5(B) is excluded to the extent permitted by Applicable Laws.
- 3.7 Nothing in this Clause 3 shall exclude any liability which the Company or any of its agents or employees would otherwise have to the Supplier in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the Commencement Date.

4. Supplier Warranties

4.1 The Supplier warrants to the Company that:

- (A) it is properly constituted and incorporated under the laws of England and Wales and has all necessary authority, power and capacity to enter into this Contract, and that this shall remain the case until the Expiry Date;
- (B) it has entered into and executed this Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and constitutional documents and all necessary corporate and other actions required to authorise the execution of, and the performance of its obligations under, this Contract have been taken by the Supplier and this Contract is executed on behalf of the Supplier by a duly authorised representative of the Supplier;
- (C) it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-licence) of all and any Intellectual Property Rights as contemplated in this Contract and such Intellectual Property Rights are not infringing upon the Intellectual Property Rights or infringed by the Intellectual Property Rights of any third party;
- (D) it has examined the Specification and all other documents forming this Contract and is not aware of any ambiguity or discrepancy within this Contract or between this Contract and any other documents which it is required to comply with which might adversely affect the carrying out of the Services for the Target Cost in accordance with the terms of this Contract;
- (E) at the Commencement Date there are no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge (having made all due enquiry), threatened against or affecting the Supplier or any of its assets before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations under this Contract;
- (F) at the Commencement Date all information, representations and other matters of fact communicated in writing to the Company or its agents or employees in connection with the response of the Supplier to the Pre-Qualification Questionnaire and Invitation to Tender or in the course of negotiations in respect of this Contract are true, complete and accurate in all respects or were at the time they were made with any omissions or inaccuracies being notified to the Company by the Supplier prior to the Commencement Date by way of updating information;
- (G) as at the Commencement Date, the execution, delivery and performance by the Supplier of its obligations under this Contract will comply with Applicable Laws and will not result in a default under any agreement by which the Supplier is bound or any order or decree of any court of competent jurisdiction or arbitrator which is binding on the Supplier, and which could prevent the supplier from entering into and performing its obligations under this Contract;
- (H) it has not (and none of its employees or contractors or agents or any employees of any contractors or agents has) committed any Prohibited Act in relation to this Contract prior to entering into or in entering into this Contract;
- (I) it has and will throughout the duration of this Contract have in place adequate procedures (as referred to in Section 7(2) of the Bribery Act 2010) designed to prevent persons

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associated with the Supplier from bribing any person with the intention of obtaining or retaining business for the Supplier or with the intention of obtaining or retaining an advantage in the conduct of business for the Supplier;

- (J) it has obtained or will obtain, at or before the time such Necessary Consents are required to be obtained, all Necessary Consents from time to time necessary to carry out its obligations under this Contract;
- (K) as at the date of this Contract there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to the Company and which if disclosed might reasonably have been expected to affect the decision of the Company to enter into this Contract;
- (L) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Supplier, having made all due enquiry, threatened) for the winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of the assets or revenues of the Supplier;
- (M) it has and until the Expiry Date will continue to have the expertise to supply the Services;
- (N) it has and will continue to have in place at all times, both before and after the Expiry Date, sufficient contractual obligations with any Supplier Parties who are directly involved in the provision of the Services and who need to know the Confidential Information to ensure that such Supplier Parties are aware of and comply with the obligations of confidence in Clause 38;
- (O) it is resident for tax purposes in (and only in) the UK, and undertakes that it will, at all times ensure that its affairs are conducted in a way which ensures they are and will remain resident for tax purposes in (and only in) the UK;
- (P) as at the date of this Contract, it has notified the Company in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance; and
- (Q) as a the date of this Contract, it has not been in any 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 2016.

PART 3: THE SERVICES

5. Supplier's Primary Obligations

- 5.1 The Supplier shall provide the Services to the Company and perform its obligations in accordance with the terms of this Contract.
- 5.2 The Supplier shall ensure that, and warrants to the Company that, it shall perform all of its obligations under this Contract and provide the Services:
- (A) so as to satisfy the requirements of the Specification;
 - (B) in accordance with the Programme;
 - (C) in a regular and diligent manner and in accordance with Good Industry Practice;
 - (D) so as to conform to all Applicable Laws (including but not limited to any law and Regulations applicable to the Company or the TfL Network);
 - (E) so as to comply with all Standards and any additional standards listed in Schedule 1 (Detailed Terms) or in the Specification;
 - (F) so as to comply with this Contract and the requirements of the Company set out in this Contract and all lawful and reasonable directions of the Company provided that those directions are not inconsistent with this Contract;
 - (G) using goods, materials, facilities, vehicles, plant and equipment that are new and of a satisfactory quality, sound and free from defects;
 - (H) in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the provision of the Services and the Quality and Safety Plan, or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company;
 - (I) in an economic, efficient, effective and resource and energy efficient manner;
 - (J) in a manner that is safe and not injurious to health and does not create safety hazards and that does not cause a nuisance or damage to property or harm to the environment;
 - (K) so as not to detract from or damage the image and reputation of the Company;
 - (L) so as not to impede the Company in carrying out its functions or increase the cost to the Company of carrying out its functions including so as to accommodate the operations and activities of the Company; and
 - (M) using only personnel who are competent, appropriately qualified and properly trained and supervised, exercising the highest standard of diligence, care and skill and who hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards.
- 5.3 The Supplier shall (at the sole cost of the Supplier) train any of the Company's employees and any of their contractors or agents as required by the Specification.

5.4 Design

- (A) The Supplier shall carry out any design required as part of the Services in accordance with the Specification and the Contract terms.
- (B) The Supplier shall submit the particulars of any design which the Specification requires to the Company's Representative for acceptance. The Supplier shall not proceed with the performance of the Services until the Company's Representative has accepted his design. Reasons for not accepting the Supplier's design may include (without limitation):
 - (1) it does not comply with the Specification or any other part of the Contract;
 - (2) it does not comply with Applicable Laws and Standards;
 - (3) it is not integrated and coordinated with the designs of others where the Supplier is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Supplier to perform the Services; or
 - (4) it is not in a format which is accepted for use by the Company's Representative.
- (C) The Supplier shall not be entitled to any changes to the Target Cost or the Fee or to relief from any of its obligations under this Contract by reason of anything in this Clause 5.4.
- (D) The Supplier may submit his design for acceptance in parts if the design of each part can be assessed fully.
- (E) The Supplier in designing and specifying the Services which he is required to design and specify, warrants, undertakes and represents to the Company that the design:
 - (1) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in the Contract;
 - (2) complies with all Applicable Laws and Standards; and
 - (3) is fit for the purpose defined in the Specification.
- (F) The Supplier accepts entire responsibility for the design and specification of the Services which it is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between its design and the specification of the Services and the documents which are part of the Contract.

6. Consents

6.1 Subject to Clause 6.2 the Supplier shall:

- (A) (subject to Clause 6.1(B)), in its own name, apply for, obtain, maintain and renew all Necessary Consents which may be required for the performance of the Services;
- (B) use all reasonable endeavours to assist the Company to obtain all Necessary Consents that, as a matter of law, the Supplier is not eligible to obtain;
- (C) be responsible for implementing each Necessary Consent (which it is required to obtain pursuant to Clause 6.1(A)) within the period of its validity in accordance with its terms;

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- (D) supply free of charge to the Company's Representative a copy of any application for a Necessary Consent (with a copy of all accompanying drawings and other documents) and a copy of any Necessary Consent obtained;
- (E) comply with the conditions attached to any Necessary Consents and procure that no such Necessary Consent is breached by it or any person under its control and use all reasonable endeavours to procure that no Necessary Consent is revoked and that all Necessary Consents continue in full force and effect for such time as is necessary for the Supplier to carry out the Services; and
- (F) not (and shall use all reasonable endeavours to procure that any other person over whom it has control shall not) without the prior consent of the Company under this Contract (which consent shall not be unreasonably withheld or delayed) apply for or agree to any change, relaxation or waiver of any Necessary Consent (whether obtained before or after the date of this Contract) or of any condition attached to it but, subject to the compliance by the Supplier with its obligations under this Clause 6.1(F), references in this Contract to Necessary Consents shall be construed as referring to the Necessary Consents as from time to time varied, relaxed or waived.

6.2 The Supplier shall immediately notify the Company if it becomes aware of any allegation of non-compliance with any Applicable Law or Necessary Consent from time to time by itself or any Sub-Contractor in relation to this Contract.

6.3 The Supplier shall promptly provide the Company with such information relating to any Necessary Consent applied for or obtained as the Company may require from time to time.

6.4 Where the period of a Necessary Consent would extend beyond the termination or expiry of this Contract, the Supplier shall, before applying for and throughout the process of obtaining such Necessary Consent, consult with the Company about the terms of such Necessary Consent and use reasonable endeavours to ensure that, to the extent the terms would apply after the termination or expiry of this Contract, they do not adversely affect any interest of the Company.

7. **Programme**

7.1 **Approving the Programme**

- (A) The initial Programme is set out at Schedule 4 (Programme).
- (B) The Supplier shall show on each update to the Programme (which shall subsequently become the Programme after acceptance by the Company's Representative):
 - (1) the starting date, access dates, key dates and Expiry Date;
 - (2) the order and timing of operations which the Supplier plans to do in order to provide the Services;
 - (3) the order and timing of the work of the Company and others as last agreed with them by the Supplier or, if not so agreed, as stated in the Specification;
 - (4) the dates when the Supplier plans to meet each condition stated for any key dates and to complete other work needed to allow the Supplier and others to do their work;
 - (5) provisions for float, time risk allowances and environmental and health and safety requirements;

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- (6) the dates when, in order to provide the Services in accordance with its programme, the Supplier needs:
 - (a) access to a part of the Site if later than its access date;
 - (b) acceptances;
 - (c) plant and materials and other things to be provided by the Company; and
 - (d) information from others;
 - (7) for each operation, a statement of how the Supplier plans to do the work identifying the principal equipment and other resources which it intends to use;
 - (8) for each operation, a cost-loaded programme showing the forecast resources required for that operation;
 - (9) its access requirements in accordance with the Specification; and
 - (10) other information which the Specification requires the Supplier to show on a programme submitted for acceptance.
- (C) Within two (2) weeks of the Supplier submitting a programme for acceptance, the Company's Representative shall either accept the programme or notify the Supplier of his reasons for not accepting it, in each case in the Company's Representative's absolute discretion. A non-exhaustive list of reasons for not accepting a programme may be that:
- (1) the Supplier's plans which it shows are not practicable;
 - (2) it does not show the information which this Contract requires;
 - (3) it does not represent the Supplier's plans (in the reasonable opinion of the Company) realistically; or
 - (4) it does not comply with the Specification.

.2 Revising the Programme

- (A) The Supplier shall demonstrate in detail on each revised Programme:
- (1) the actual progress achieved on each operation and its effect upon the timing of the remaining work;
 - (2) the effects of implemented Relief Events;
 - (3) the effects of decisions reached and approved by the Company's Representative;
 - (4) how the Supplier plans to deal with any delays and to correct notified defects; and
 - (5) any other changes which the Supplier proposes to make to the Programme.
- (B) The Supplier shall submit a revised programme to the Company's Representative for acceptance:

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- (1) within five (5) Working Days after the date on which the Company's Representative has instructed him to do so;
- (2) when the Supplier chooses to; and, in any case
- (3) at no less than four (4) weekly intervals from the Commencement Date until the Expiry Date.

8. **Work on the Site**

8.1 During the term of this Contract, the Supplier shall:

- (A) ensure that all Supplier Parties working on each Site or any third parties' sites comply with the applicable Site or site's local safety arrangements and undergo any relevant induction or training necessary and comply with all reasonable instructions of the Company or applicable third party;
- (B) notwithstanding the terms of Clause 8.1(C), ensure that all Supplier Parties adhere to the terms and conditions of this Contract;
- (C) supply the Company with a list of all personnel working on each Site together with any other related information that the Company may reasonably require and notify the Company in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;
- (D) be responsible for bringing to, erecting and maintaining on and dismantling and removing from the Site its facilities, vehicles, plant and equipment whether of a temporary or permanent nature;
- (E) ensure that no Supplier Parties use the Company's or a third party's site equipment without the prior written consent of the Company or the relevant third party;
- (F) carry out the Services in such a manner as not to endanger or interfere in any way with the TfL Network, the Company or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in this Contract and any further instructions, rules and regulations which it may from time to time receive from the Company's Representative for the working, protection and return of the railway or for the protection of persons on or adjacent to the railway;
- (G) attend the Company or any third party in order to advise on the effects of the Supplier's actions or proposed actions in respect to the Services on the integrity and/or functionality of any other aspect of the railway;
- (H) notify the Company of any circumstances or events of which the Supplier is aware which are likely in the Supplier's reasonable opinion to affect the operation of the TfL Network and/or Sites so as to impact on the services provided to the general public; and
- (I) ensure that the Services are carried out without unreasonable, unnecessary or improper disturbance to the public or, insofar as compliance with the requirements of this Contract permits, without interference with access to and use or occupation of public and private roads and properties, whether in the possession of the Company or of any other person.

8.2 The Company's Representative may require the Supplier to remove or require a Sub-Contractor to remove from any Site any person employed by the Supplier or Supplier Party who in the

opinion of the Company's Representative:

- (A) misconducts himself or persists in any conduct which is prejudicial to health or safety;
- (B) is incompetent or negligent in the performance of its duties; or
- (C) has had his employment terminated in whatever capacity from any of the Sites, any part of the TfL Network or any other Company premises,

and the Supplier shall comply with the Company's Representative's requirements. Such removal shall not affect the Supplier's obligation to provide the Services in accordance with this Contract. Any such person shall not be employed again by the Supplier or Supplier Party to provide the Services without prior written permission of the Company's Representative.

- 8.3 Any person removed from the Site under Clause 8.2 shall be replaced as soon as reasonably possible by the Supplier and the Supplier shall promptly notify the Company of such replacement and in any event by no later than two (2) Working Days of the replacement.

Co-Operation

The Parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under this Contract.

10. Non-Exclusivity

- 10.1 As regards the Company, this Contract is not exclusive and the Company may:

- (A) itself perform any services similar or analogous to any part of or all of the Services; or
- (B) contract with any third party to perform any services similar or analogous to any part of or all of the Services.

- 10.2 In the event that the Company contracts with any third party to perform any services similar or analogous to any part or all of the Services, the Supplier shall provide such information and assistance and within such timescales as the Company may reasonably request in connection with such procurement.

PART 4: LIAISON AND GOVERNANCE

11. Early Warning

The Supplier shall give an early warning by notifying the Company as soon as it becomes aware of any matter which could:

- (A) increase the Target Cost;
- (B) prevent the Supplier from performing its obligations under this Contract or cause the Supplier to be in breach of this Contract or any Sub-Contract;
- (C) cause the Programme to need to be amended;
- (D) adversely affect the Company;
- (E) lead to the Supplier terminating or suspending any Sub-Contract; or
- (F) cause a breach of any Applicable Laws or Standards.

12. Company's and Supplier's Representatives

12.1 Each Party shall appoint one (1) or more representatives to act on its behalf under this Contract. Each Party shall advise the other Party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1 (Detailed Terms). The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any Party may, on giving reasonable notice to the other Party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Each Party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each Party will be bound by any decision made or action taken by its representatives.

12.2 Subject to Clause 75, any notice, information, instructions or communication given:

- (A) to the Supplier's Representative shall be deemed to have been given to the Supplier; and
- (B) to the Company's Representative shall be deemed to have been given to the Company.

12.3 The Company shall not be responsible for any notice, communication or other purported instruction required to be given under this Contract given by a person alleging to act for and on behalf of the Company unless such person is one of the Company's Representatives. Accordingly, the Supplier shall not be entitled to rely on any such notice, communication or purported instruction and shall not do so or claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Supplier act on or fail to act on it.

13. Records and Audit

13.1 The Supplier shall, and shall procure that its Sub-Contractors shall, maintain a true and correct set of records relating to all aspects of their performance of this Contract and all transactions related to this Contract. For the avoidance of doubt, such records shall include but are not limited to:

- (A) all necessary information for the evaluation of claims or variations;

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- (B) management accounts, information from management information systems and any other management records;
- (C) accounting records (in hard copy as well as computer readable data);
- (D) sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids etc);
- (E) original estimates;
- (F) estimating worksheets;
- (G) correspondence;
- (H) variation and claims files (including documentation covering negotiated settlements);
- (I) general ledger entries detailing cash and trade discounts and rebates;
- (J) commitments (agreements and leases) greater than £5,000;
- (K) detailed inspection records;
- (L) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against BAFO pricing and project plans, in each case which have not already been provided to the Company; and
- (M) personnel records including all payroll information in respect of any personnel, including personnel of the Supplier, any Sub-Contractor and any agency staff of the Supplier involved in the performance of the Services.

13.2 The Supplier shall, and shall procure that its Sub-Contractors shall, retain all such records in such a manner as the Company may reasonably instruct for a period of not less than twelve (12) years after completion of performance under this Contract. In the absence of specific instructions as to the method of storage, the Supplier shall, and shall procure that its Sub-Contractors shall, retain its records in an orderly and logical fashion and in accordance with Good Industry Practice.

3.3 The Company, any party authorised by it and any party legally authorised to inspect any part of the TfL Network and/or Site shall have the right to inspect and audit any of the records required pursuant to Clause 13.1, at any time during the period referred to in Clause 13.2.

13.4 The Supplier shall promptly provide all reasonable co-operation and assistance (and shall procure such co-operation and assistance from any Supplier Parties) in relation to any audit or check including:

- (A) granting or procuring the grant of access to any premises or Sites used in the performance of this Contract, whether the Supplier's own premises or otherwise;
- (B) granting or procuring the grant of access to any assets and equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Contract, wherever situated and whether the Supplier's own equipment or otherwise (including whether leased or licensed and whether situated at the Supplier's premises or the Sites);
- (C) making any contracts and other documents and records required to be maintained under

this Contract available for inspection;

- (D) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies;
- (E) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract; and
- (F) providing such oral or written information as required by the Company for the purposes of the audit.

14. Provision of Contractual Documentation and Progress Meetings

- 14.1 The Supplier shall provide all Contractual Documentation within the times stated in Schedule 1 (Detailed Terms) or the Specification or, if no such times are stated, by no later than ten (10) Working Days from the date on which the Company's Representative requests the same.
- 4.2 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant Contractual Documentation accordingly.
- 14.3 The Supplier shall attend Contract progress meetings, organised, chaired and minuted by the Company's Representative, at the intervals specified in Schedule 1 (Detailed Terms) or the Specification or as otherwise specified by the Company's Representative from time to time. The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

PART 5: CHANGE

15. Variations and Additional Works

15.1 Variations

Unless the Parties agree otherwise in writing, any variation to this Contract shall be made under the Contract Variation Procedure. The Supplier shall not proceed to implement any variation unless there has been a Variation Order.

15.2 Additional Works

Notwithstanding the provisions of Schedule 6 Part B (Additional Works) and the definition of Additional Works as set out in Part 1 of Schedule 6 Part B, in the event that the Company elects the Supplier to deliver any additional or varied works or services (whether or not defined as Additional Works in Part 1 of Schedule 6 Part B), the Company shall have the right to determine, in its sole discretion and in all circumstances, whether the provisions of the Contract Variation Procedure set out in Schedule 6 Part A or the provisions of Schedule 6 Part B shall apply. In the event that Additional Works are deemed to be treated as a variation pursuant to Schedule 6 Part A, the provisions of Schedule 6 Part B shall not apply.

16. Contract Innovation Efficiency

The Supplier is required to identify and implement efficiency savings throughout the duration of the Contract and shall do so in accordance with the requirements set out in Schedule 20 (Contract Innovation Efficiency).

PART 6: PAYMENT AND FINANCIAL

17. Company's Obligations

- 17.1 The Company shall pay the Supplier for the Services in accordance with the terms of this Contract.
- 17.2 Payment by the Company shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under this Contract properly.

18. Certification and Payment

- 18.1 Unless otherwise expressly provided in this Contract, the Target Cost remains fixed and shall not be adjusted in respect of any increase or decrease of costs to the Supplier in providing the Services or otherwise.
- 18.2 For the certificate following the final Payment Assessment Date for each Contract Year, the Target Cost and Target Cost Breakdowns for that Contract Year shall be adjusted in accordance with the provisions stated in Schedule 2 Part D (Price Adjustment for Inflation).
- 18.3 The Target Cost is deemed to be inclusive of all ancillary and other works and expenditure necessary to provide the Services, whether separately or specifically mentioned or described in the Contract or reasonably implied.
- 18.4 The Supplier shall prepare forecasts of the total Price for Services Provided to Date in each Contract Year for the whole of the Services in consultation with the Company's Representative and shall submit them to the Company's Representative. Forecasts shall be prepared for each Period from the Services Commencement Date until the Expiry Date. Each Period the forecasts shall be submitted on the Payment Assessment Date for the Period to which the forecast relates and shall include:
- (A) a comparison of the Supplier's forecast assessment of the Target Cost for the Period and the actual Price for Services Provided to Date for the relevant Period;
 - (B) a statement of account for the Contract Year in respect of Disallowed Cost;
 - (C) a forecast of the total Price for Services Provided to Date as at the end of the current and the subsequent Contract Year; and
 - (D) an explanation of the changes made since the previous forecast.
- 18.5 In consideration of the provision of the Services for each Period, the Company shall pay the Supplier the Price for Services Provided to Date as at the relevant Payment Assessment Date less the Price for Services Provided to Date as at the immediately preceding Payment Assessment Date, in accordance with this Clause 18, subject to such deductions and additional payments due under the Contract in respect to:
- (A) performance adjustment in accordance with Clause 20;
 - (B) the sharing mechanism in accordance with Clause 18A;
 - (C) lump sum prices for Additional Works;

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- (D) Disallowed Cost;
- (E) termination payments in accordance with Clause 45;
- (F) other sums that may be payable by the Company to the Supplier or recoverable by the Company from the Supplier under the Contract; and
- (G) in respect of the first Period of the first Contract Year after the Supplier has completed all of the tasks set out in the Contract Mobilisation and Transition Plan, the Lump Sum Mobilisation Costs in accordance with Clause 18.23(A).

The Company's Representative shall correct any wrongly assessed amount due in a later Payment Notice.

- 18.6 Within forty (40) Working Days of the end of the Contract Year, the Supplier shall submit to the Company's Representative a statement detailing the Price for Services Provided to Date up to the end of the Contract Year. For the purposes of this Clause 18.6, the Price for Services Provided to Date shall be the gross amount assessed prior to any reductions of the Price for Services Provided to Date pursuant to Clause 20. Within forty (40) Working Days of receipt of the statement the Company's Representative shall advise the Supplier of any corrections to be made to the statement and confirm in writing the agreed amount of the Price for Services Provided to Date up to the end of the Contract Year, such confirmation shall be without prejudice to any further corrections that may be made subsequently by the Company's Representative.
- 18.7 Fourteen (14) days before each Payment Assessment Date, the Supplier shall submit its assessment of the amount due in accordance with Clause 18.5 to the Company's Representative (each, a "Payment Application"). The Supplier shall submit any supporting documents that are reasonably necessary to enable the Company's Representative to check the Supplier's assessment of the amount due. The Payment Application and supporting documents (if any) shall specify the Supplier's assessment of the amount due to the end of the Period to which the Payment Application relates and the basis upon which that sum is calculated.
- 18.8 The payment shall become due for the purposes of the Construction Act sixteen (16) days after the date on which the Company's Representative receives the Payment Application.
- 8.9 The Company's Representative shall issue a payment notice to the Supplier within twenty-one (21) days of receipt of the Supplier's Payment Application (a "Payment Notice"). The Payment Notice shall notify the Supplier of the amount that the Company's Representative considers to be due to the Supplier at the end of the Period to which the Payment Notice relates, if any, and the basis on which the amount is calculated. It is immaterial for the purposes of this Clause 18.9 that the amount referred to in this Clause 18.9 may be zero. The Payment Notice shall constitute a payment notice for the purposes of Section 110A of the Construction Act.
- 18.10 Within seven (7) days of receipt of a Payment Notice, the Supplier shall deliver to the Company's Representative a VAT invoice in the amount of the Payment Notice, with a copy of the Payment Notice attached.
- 18.11 The final date for payment of each invoice shall be thirty (30) days after the date payment becomes due under Clause 18.8, except if the Supplier fails to issue a VAT invoice in accordance with the timescales set out in Clause 18.10 (and such failure is not due to any failure by the Company to comply with its obligations under Clause 18.9) then the final date for payment shall be extended by the additional number of days taken by the Supplier to issue the VAT invoice.
- 18.12 Subject to Clauses 18.13, 18.14, and 18A.2, the Company shall pay the Supplier the sum

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referred to in the Payment Notice (or, if the Company's Representative has not served a Payment Notice, the sum referred to in the Supplier's Payment Application under Clause 18.7) (the "notified sum") on or before the final date for payment for each invoice.

18.13 If the Company intends to pay less than the notified sum, the Company's Representative shall notify the Supplier no later than one (1) day (the "Prescribed Period") before the final date for payment. The notice shall specify:

(A) the amount the Company considers to be due for the relevant Period on the date the notice is served and any basis upon which that sum is calculated; or

(B) if there is more than one basis, each basis and the amount attributed to it.

It is immaterial for the purposes of this Clause 18.13 that the amounts referred to in Clause 18.13(A) or Clause 18.13(B) may be zero. Where a notice is given under this Clause 18.13, Clause 18.12 applies only in respect of the sum specified pursuant to this Clause 18.13.

8.14 Notwithstanding Clauses 18.11 and 18.12 and without prejudice to Clause 45.2 if the Supplier is subject to an event set out in Clause 44.1(D) after the Prescribed Period, the Company shall not be required to pay the Supplier the notified sum on or before the final date for payment.

18.15 The amount due is exclusive of any VAT. To the extent that any VAT paid by the Company in respect of any goods or services supplied by the Supplier under the Contract has been charged in error, is charged at a higher rate of VAT than is properly applicable, or there is an agreed reduction in the value of the supply between the Supplier and the Company, the Supplier shall without delay (and in any event within one (1) month of the mistake being discovered or a reduction being agreed) issue a valid credit note to the Company in respect of such VAT and the Supplier shall repay to the Company any such VAT paid by the Company to the Supplier in error in respect of supplies made under the Contract.

18.16 Any payment made by the Company under the Contract, including any final payment, shall not prevent the Company from recovering any amount overpaid or wrongfully paid, however such payments may have arisen including, but not limited to, those amounts paid to the Supplier by mistake of law or fact. The Company's Representative shall be entitled to withhold from any sums due or which may become due to the Supplier from the Company any amount which the Company's Representative considers to be due or which may become due from the Supplier assessed on the basis of the Company's Representative's bona fide estimate, provided that an appropriate written notice to pay less has been served by the Company's Representative on the Supplier. Such estimates shall bind the Supplier unless varied by agreement between the Parties or by any award, decision, order or judgement, whichever is the earlier.

18.17 Not used.

18.18 All sums payable to the Company by the Supplier under the Contract shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.

18.19 Not used.

18.20 Without prejudice to its obligations in Clause 13, the Supplier shall keep the following records:

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- (A) accounts of payments of Defined Cost;
- (B) proof that such payments have been made;
- (C) communications about and assessments of any compensation events for Sub-Contractors in accordance with any relevant Sub-Contract; and
- (D) any other records as stated in Schedule 2 (Payment).

18.21 The Supplier shall permit the Company and its authorised representatives to inspect at any time the accounts and records the Supplier is required to keep by Clause 18.20. Such accounts and records shall be retained for the period stated in Clause 13.2.

18.22 For the purposes of the Contract, "Disallowed Cost" means cost which the Company's Representative decides:

- (A) is not justified by the Supplier's accounts and records;
- (B) should not have been paid to a Sub-Contractor or supplier in accordance with its contract or was paid to a Sub-Contractor to whom a Sub-Contract had been let in breach of Clause 55.1;
- (C) was incurred only because the Supplier did not:
 - (1) follow an acceptance, procurement or other procedure stated in the Contract; or
 - (2) obtain best value from suppliers or Sub-Contractors;
- (D) was due to reasonably foreseeable Site conditions including, but without limitation to, access and egress routes, climatic, environmental or other physical conditions;
- (E) that the Supplier is unable to demonstrate has been reasonably and properly incurred by the Supplier for the purposes of this Contract,

and the cost of:

- (F) correcting defects caused by the Supplier not complying with a requirement of how to carry out the Services stated in the Contract;
- (G) goods, materials, facilities, and equipment not used to provide the Services (after allowing for reasonable wastage) unless resulting from a change to the Specification;
- (H) resources not used to provide the Services (after allowing for reasonable availability and utilisation) or not taken away from the Site when requested by the Company's Representative;
- (I) preparation for and conduct of any of the procedures contemplated in Clause 65;
- (J) fines, charges, penalties and fees imposed on or accepted by the Supplier as a result of any unsafe, unlawful or criminal conduct or any infringement or disregard of any Applicable Law;
- (K) strikes, riots and civil commotion confined to the Supplier's employees and/or any Sub-Contractor's employees;

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- (L) profit payable to the Supplier's subsidiary, Affiliate or parent company or a company with the same parent company where such parent or other company is a Sub-Contractor; and
- (M) the amount of Price for Services Provided to Date in respect of a Period which was not included in the Supplier's Payment Application for that Period or the following Period in accordance with Clause 18.7.

For the avoidance of doubt, any Disallowed Cost shall be the responsibility of the Supplier and the Supplier shall not be entitled to any reimbursement from the Company in respect of the same.

18.23 Mobilisation Payments

- (A) Subject to the Supplier having completed all of the tasks set out in the Contract Mobilisation and Transition Plan the Company shall pay to the Supplier the Lump Sum Mobilisation Costs.

18.24 Volume Rebate

- (A) Within ten (10) Working Days after the end of each Contract Year the Supplier shall provide to the Company details of the Aggregate Annual Additional Works Spend for that Contract Year.
- (B) The Company shall calculate the Volume Rebate Amount for that Contract Year by multiplying the Aggregate Annual Additional Works Spend for that Contract Year by the Volume Discount Percentage.
- (C) Within twenty (20) Working Days after receipt of the Aggregate Annual Additional Works Spend further to Clause 18.24(A) the Company shall invoice the Supplier for the Volume Rebate Amount for the relevant Contract Year. The Supplier shall pay such invoiced amount within thirty (30) days of receipt of such invoice unless the Company has notified (which may be in a Payment Notice) the Supplier that, further to Clause 18.5(F), the Company will deduct some or all of such invoiced amount from sums due to the Supplier.

18A. Sharing Mechanism

8A.1 The sharing mechanism shall operate as follows:

- (A) Within five (5) Working Days of agreement of the Price for Services Provided to Date pursuant to Clause 18.6, the Company's Representative shall assess the Supplier's share of the difference between the Target Cost for that Contract Year (as adjusted in accordance with the Contract) and the Price for Services Provided to Date for that Contract Year.
- (B) The Company's Representative shall correct any incorrect assessment of the Supplier's share in a later Payment Notice or assessment of the Supplier's share.
- (C) On expiry or termination of the Contract, the Company's Representative shall include in his assessment of the final amount due his assessment of the Supplier's share for the Contract Year in which expiry or termination occurs. The Company's Representative's assessment of the Supplier's share shall be added to the final amount due to the Supplier if there has been a saving, or deducted if there is an excess.

- 18A.2 (A) If the Price for Services Provided to Date for a Contract Year is less than the Target Cost for that Contract Year, the Supplier shall be paid fifty percent (50%) of the saving.

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- (B) If the Price for Services Provided to Date for a Contract Year is greater than the Target Cost but less than the Maximum Cost for that Contract Year, the Supplier shall be responsible for fifty percent (50%) of the excess between the Target Cost and the Maximum Cost and the Supplier shall therefore pay to the Company in accordance with this Contract an amount equal to fifty percent (50%) of such excess.
- (C) If the Price for Services Provided to Date for a Contract Year is greater than the Maximum Cost for that Contract Year, the Supplier shall pay all of the excess above the Maximum Cost in addition to paying fifty percent (50%) of the excess between the Target Cost and the Maximum Cost as set out in Clause 18A.2(B) (above).
- (D) The certificate for the next payment due to the Supplier shall include the Supplier's share of any saving or excess for that year as the case may be, as calculated pursuant to this Clause 18A.2. Should this result in the certification of a negative balance, this shall become a debt due from the Supplier to the Company and be deductible or recoverable from any monies due or which may become due to the Supplier under the Contract.

18A.3 Following expiry or termination of the Contract, any outstanding amounts owed from either party to the other party in respect of the Company's Representative's final assessment in accordance with Clause 18A.1 shall be paid within thirty (30) days of receipt of a VAT invoice by the paying party from the receiving party, in respect of any such amount owed.

18A.4 Without limiting Clauses 18A.1 and 18A.2 if the Company's Representative (acting reasonably) assesses prior to the Expiry Date that (having regard to the Price for Services Provided to Date at the relevant time) the Price for Services Provided to Date at the Expiry Date is likely to exceed the Target Cost, the Company's Representative may deduct from sums otherwise due to the Supplier a sum equivalent to the Company's Representative's reasonable assessment of the likely Supplier's share of the excess. Any sum so deducted shall be taken into account in assessing the amounts due under Clauses 34.1, 34.2 and/or Clause 45.

19. **Adjustment to the Target Cost and Defined Cost following Termination**

Where this Contract is terminated in part pursuant to any of Clauses 43, 44, or 47, the Target Cost and Defined Cost will be adjusted in accordance with Schedule 2 (Payment) to reflect the extent of such termination in part.

0. **Performance Measurement**

20.1 At the end of the Company's first Period after the Services Commencement Date (and for the duration of this Contract), every four (4) weeks after that date the Company shall assess the Supplier's performance under this Contract in accordance with Schedule 12 (Performance Measurement).

20.2 The Company shall have the right to:

- (A) levy Abatements as set out in Schedule 12 (Performance Measurement); and/or
- (B) use the Escalation Procedure set out in Schedule 12 (Performance Measurement) to rectify any unsatisfactory performance by the Supplier in its performance of this Contract or any failure by the Supplier to meet the performance standards set out in Schedule 12 (Performance Measurement).

20.3 Without limiting any other remedy, if the Services are not performed in accordance with this Contract then the Company shall be entitled to require the Supplier to re-perform the Services in

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accordance with the Contract at no extra cost to the Company within five (5) Working Days, subject to the Company providing necessary access for the Supplier subject to and in accordance with the terms of the Contract.

21. **Interest**

- 21.1 If either Party fails to pay to the other any amount payable in connection with this Contract on or before the final date for payment, interest shall accrue on the overdue amount from the final date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 21 shall be immediately payable by the paying Party on demand.
- 21.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

PART 7: PROPERTY AND ASSETS

22. Access

- 22.1 The Company shall give the Supplier access to the parts of the TfL Network and/or Sites required for the performance of the Services provided that the Supplier complies with the access requirements set out in Schedule 5 (Access) and otherwise subject to and in accordance with Schedule 5 (Access).
- 22.2 Where the Supplier or any Supplier Party has access to the TfL Network and/or Sites for the carrying out of any of the Services, the Supplier shall and shall ensure that any Supplier Party shall:
- (A) not cause any damage to the TfL Network and/or Sites;
 - (B) not do or permit to be done on the TfL Network and/or Sites anything which is illegal or which may be or become a nuisance (whether actionable or not) or cause damage or disturbance to the Company or to any tenants or occupiers of the TfL Network and/or Sites or any owner or occupier of any neighbouring property;
 - (C) not knowingly do anything that will or might constitute a breach of any Necessary Consent affecting the TfL Network and/or Sites that have been disclosed to the Supplier or which will or might vitiate in whole or in part any insurance effected by the Company in respect of the TfL Network and/or Sites from time to time of which the Supplier has notice;
 - (D) observe any rules and regulations the Company acting reasonably makes in the interests of good estate management and notifies to the Supplier from time to time in writing governing the Supplier's use of the TfL Network and/or Sites and in particular:
 - (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 TfL Network and/or Sites or their use; and
 - (2) all regulations and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the Company; and
 - (E) make good any damage that is wilfully or negligently caused by the Supplier or any Supplier Party to any equipment in the TfL Network and/or Sites as soon as reasonably practicable.

23. Free Issue Materials

- 23.1 In the event of the Company supplying Free Issue Materials to the Supplier the cost of which has been included in calculating the Target Cost or the Defined Cost, the Target Cost and/or the Defined Cost (as the case may be) shall be reduced by the amount included therein for the materials which have been replaced by such Free Issue Materials.
- 23.2 Any Free Issue Materials supplied by the Company to the Supplier shall remain the property of the Company and the Supplier 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 Supplier or with any materials supplied to it by third parties.
- 23.3 The Supplier shall check the Free Issue Materials at the time of delivery to ensure that they are in good condition and in accordance with the Specification and shall certify the advice note of the

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supplier of the Free Issue Materials accordingly and return the advice note as soon as reasonably possible to that supplier. The Supplier shall report any loss or damage immediately following inspection of the Free Issue Materials to the Company, the Company's Representative, the supplier of the Free Issue Materials and the carriers of the Free Issue Materials. In the event that such a report is not made, the Supplier shall be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition.

- 23.4 The Supplier shall properly store all Free Issue Materials and other property of the Company whilst the same are in the Supplier'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 Supplier shall be liable for all loss or damage to such Free Issue Materials and other property of the Company whilst the same are in or ought to be in the Supplier's possession or in, or ought to be in, the possession of any Sub-Contractor of the Supplier except where such loss or damage is solely due to any negligent act or omission of the Company or its employees.

24. **Other Materials, Staff and Labour**

- 4.1 Unless otherwise stated in this Contract, the Supplier shall provide all staff and labour, including management and supervision, and all materials (except Free Issue Materials), vehicles, plant and equipment (whether of a temporary or permanent nature), support services and other facilities necessary for the performance of its obligations under this Contract.
- 24.2 The Supplier shall be fully responsible for the management of obsolescence in equipment and materials until the Expiry Date in accordance with the requirements stated in the Specification.

25. **Inspection and Testing**

- 25.1 All goods, materials, facilities, vehicles, plant, equipment, workmanship and systems to be supplied and work to be provided under this Contract may be subject from time to time to such tests as may be provided for in the Specification or as the Company's Representative may consider necessary to ensure that the Services are carried out in accordance with this Contract.
- 25.2 Testing and inspection may take place at the place of manufacture or fabrication or on Site or at any other place as may be specified in the Specification or approved by the Company's Representative.
- 25.3 The Supplier shall provide the Company's Representative with copies of all test results and inspection certificates which it obtains in connection with the tests and inspections referred to in this Clause 25.
- 25.4 The costs of any test ordered by the Company's Representative which are not provided for in the Specification shall be borne by the Company unless the tests show that workmanship, vehicles, plant, equipment or materials provided by the Supplier are not in accordance with this Contract. The costs of any test whether ordered by the Company's Representative or otherwise which are provided for in the Specification shall be borne by the Supplier.
- 25.5 The Supplier shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently the tests referred to in this Clause 25.

26. **Title**

- 26.1 Whatever title the Supplier has to materials, plant and equipment to be incorporated into or form part of the Services shall pass to the Company upon the earlier of (i) payment for such materials,

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plant and equipment or (ii) when such materials, plant and equipment are brought within the Site, without prejudice to any rights of rejection the Company may have. Title to materials, plant and equipment referred to in (ii) passes back to the Supplier if it is removed from the Site with the permission of the Company's Representative. Until such time as they are brought within the Site, the Supplier shall be responsible for and insure against the loss, destruction and damage of materials, plant and equipment to be incorporated into or form part of the Services (including while in transit) for their full replacement value, whether or not the property of the Supplier or the Company.

- 26.2 The Supplier shall label the material, plant and equipment "Property of TfL" where title has passed to the Company prior to bringing such items within the Site and shall ensure that such items are identifiable as belonging to the Company. The Supplier shall not mortgage, pledge or create a security interest in the material, plant or equipment in favour of any third party.
- 26.3 The Supplier has no title to an object of value or of historical or other interest within the Site. Without prejudice to the generality of Clause 30, the Supplier shall notify the Company's Representative when such an object is found and the Company's Representative shall instruct the Supplier how to deal with it. The Supplier shall not move the object without instructions.
- 26.4 The Supplier has title to materials from excavation and demolition only as stated in the Specification.

27. **Asset Management System**

- 27.1 The Supplier shall use the Asset Management System 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.
- 27.2 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.
- 27.3 The Supplier shall perform its obligations under this Clause 27 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.
- 27.4 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 from its obligations under this Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, errors or omissions.

PART 8: ENVIRONMENT, HEALTH AND SAFETY

28. Safety

- 28.1 The Supplier is required to comply with its obligations under Schedule 7 (Health, Safety, Quality and Environmental Requirements) of the Contract.
- 28.2 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.
- 28.3 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):
- (A) the provisions of the Company's Contract QUENSH Conditions that are indicated as being applicable to this Contract in the QUENSH menu set out in Schedule 7 Part A (Health, Safety, Quality and Environmental Requirements) as amended from time to time; and
 - (B) the Company's drug and alcohol principles as amended from time to time.
- 28.4 Section 20.1.1 (Alcohol and drugs) of QUENSH (as set out in Schedule Part A Section 3 of Schedule 7) shall apply to this Contract as if the term "LU Premises" means any of the Company's property where the Services are carried out and as if references to "LU" are references to the Company.
- 28.5 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, Sub-Contractors or agents for drugs or alcohol which this Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

29. Construction (Design and Management) Regulations 2015

- 29.1 To the extent that the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") apply to this Contract, the Company appoints the Supplier to act as Principal Designer and Principal Contractor pursuant to Regulation 5(1) of the CDM Regulations, but reserves the right to appoint alternative suppliers to fulfil these roles.
- 29.2 The Supplier shall accept any such appointment made under Clause 29.1 and agrees to carry out all associated obligations imposed by the CDM Regulations. The Supplier and the Company's Representative shall provide each other with all the necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.
- 29.3 The Supplier warrants to the Company that it:
- (A) is competent to perform such of the duties allocated to it under Clause 29.1;
 - (B) shall allocate adequate resources to enable it to comply with its obligations under the CDM Regulations; and
 - (C) shall co-operate with other parties appointed under the CDM Regulations.

PART 9: RELIEF EVENTS

30. Relief Events

30.1 The following are events which may cause the Supplier delay or disruption and for which the Supplier may be relieved from termination due to a Supplier Default subject to the terms of this Clause 30 ("Relief Events"):

- (A) (subject to compliance by the Supplier with the requirements of Schedule 5 (Access)) the frustration of any access booked by the Supplier in accordance with Schedule 5 (Access);
- (B) the Company's Representative giving an instruction to suspend the Services;
- (C) a breach of this Contract by the Company (except to the extent caused by or contributed to by the Supplier or any Sub-Contractor or person for whom those parties are responsible) that is not one of the other Relief Events;
- (D) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes;
- (E) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control of, the Supplier and it could not reasonably have avoided or provided against the effects;
- (F) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the TfL Network and/or Site;
- (G) lightning, earthquake or extraordinary storm;
- (H) fire;
- (I) tunnel collapse;
- (J) compliance with the provision of Sections 118 to 121 of the Railways Act 1993;
- (K) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs;
- (L) strikes, lock outs or other industrial action being in each case industry-wide; and
- (M) suspension of any or all of its obligations under this Contract where the Supplier has properly exercised its right to suspend in accordance with the Construction Act.

30.2 The Supplier shall notify the Company's Representative of the occurrence of an event which has happened or which it expects to happen if:

- (A) it believes it to be a Relief Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and
- (B) the Company's Representative has not notified the event to the Supplier.

The event shall be notified as soon as is reasonably practicable and in any event no later than five (5) Working Days after the Supplier becomes aware or ought reasonably to have become

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aware of the event or the likelihood of its occurrence.

30.3 The Supplier shall submit full and detailed particulars of any Relief Event to the Company's Representative as soon as reasonably practicable after receiving the Company's Representative's notification and in any event no longer than ten (10) Working Days after the occurrence. The particulars shall include full, detailed particulars of the cause and effect of the Relief Event and:

- (A) the extent of the delay, if any;
- (B) details of the measures adopted by the Supplier to mitigate the effects of the Relief Event;
- (C) the likely effects, if any, on access requirements; and
- (D) such further information as may reasonably be required by the Company.

The Company shall be entitled to:

- (A) seek clarification in respect of the particulars provided by the Supplier; and/or
- (B) request further particulars and related information in connection with the occurrence of the Relief Event.

Provided that there shall be no increase to the Target Cost, the Defined Cost or the Fee arising as a result of a Relief Event.

30.4 If the Company's Representative decides that the occurrence is a Relief Event in accordance with this Contract and is delaying or disrupting (or is likely to delay or disrupt) the Services then:

- (A) without prejudice to Clause 30.5, the Supplier shall not be deemed to be in breach of this Contract as a result of its failure to perform and the Company shall not be entitled to apply the provisions of Schedule 12 (Performance Measurement) in respect of any affected Services, to the extent that the same is attributable to the Relief Event; and
- (B) the Supplier shall be entitled to an extension of time for the performance of its affected obligations.

30.5 The Company shall be under no obligation to make any payments to the Supplier of the Target Cost, the Defined Cost or the Fee in respect of any Services affected by the Relief Event during the period in which the Relief Event is subsisting provided that any such non-performance by the Supplier shall be disregarded for the purposes of the Company's right to terminate this Contract pursuant to Clause 44.

30.6 The Supplier shall have no entitlements in accordance with Clause 30.4 to the extent that:

- (A) the event or any of its effects arises from any error, unlawful act or omission, negligence, default, breach of contract, breach of statutory duty and/or failure to comply with this Contract of the Supplier or any of its employees or agents or of any Sub-Contractor or supplier or any of their employees or agents;
- (B) the Supplier has failed to take all reasonable steps to mitigate the actual or potential effect of the event or has failed to use its best endeavours to adjust the order and sequence in which it proposes to provide the Services; and/or

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- (C) the Company's Representative decides that there was no such occurrence, that the occurrence was not one of the Relief Events, or that the occurrence has had no adverse effect on the provision of the Services.
- 30.7 In the event that information is provided after the date referred to in Clauses 30.2 and/or 30.3, then the Supplier shall not be entitled to any extension of time or relief from its obligations under this Contract in respect of the period for which the relevant information is delayed.
- 30.8 This Clause 30 shall not give the Supplier any entitlement to an extension of the period of the Supplier's employment under this Contract or any extension to the Expiry Date.
- 30.9 A Relief Event may not be notified after the Expiry Date (or termination if earlier).

PART 10: PEOPLE

31. TUPE

31.1 For the purposes of this Clause 31:

“Current Service Provider” means any person, company or other legal entity which on or before the Commencement Date was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company;

“Replacement Employer” means any person to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on termination of this Contract (or part of it);

“Relevant Claims and Liabilities” means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

“Subsequent Transfer Date” means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

“Subsequent Relevant Employee” means a person employed or engaged by the Supplier or relevant Sub-Contractor from time to time in respect of any part of the Services who would transfer to a Replacement Employer by virtue of the Transfer Regulations on termination of this Contract (or part of it);

“Transfer Regulations” means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom Section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

“Transferring Employees” means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations.

- 1.2 The Supplier complies and procures that his Sub-Contractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Expiry Date or earlier termination of this Contract.
- 31.3 At any time during the last twelve (12) months of this Contract and/or during any period of notice terminating this Contract, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:
- (A) the names of employees (of the Supplier or its Sub-Contractors) engaged in providing the Services, their salaries and other conditions of employment, ages and length of service;
 - (B) the method of organisation of the employees (of the Supplier or its Sub-Contractors) engaged in providing Services and documentary evidence relating to such organisation;
 - (C) the proposals for informing and consulting with affected employees;

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- (D) details of collective agreements and union recognition agreements; and
 - (E) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of this Contract.
- 31.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 31 may be addressed. The Supplier will if required by the Company warrant that any information provided under Clause 31 is accurate, complete and not misleading, including any information supplied in relation to its Sub-Contractors.
- 31.5 The Supplier will not and will procure that its Sub-Contractors will not in the 18 months prior to the Expiry Date (or, where notice of termination is given, during any such period of notice) without the Company's written consent:
- (A) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or the expected Expiry Date or termination of this Contract, or
 - (B) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant Sub-Contractor's business and are not related to the Expiry Date or termination of this Contract (either because they are applied to all of the Supplier's or the relevant Sub-Contractor's employees, whether or not engaged in providing the Services or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or relates to the Expiry Date or termination of this Contract.
- 31.6 The Supplier shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.
- 31.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:
- (A) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and

- (B) any claim by any former or existing employee of the Supplier or relevant Sub-Contractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.
- (C) In this Clause 31.7 “Relevant Claims and Liabilities” include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this Clause 31.

31.8 The provisions of this Clause 31 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Supplier of any provision of this Clause 31 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

2. Personnel

- 32.1 The Supplier agrees to the appointment of the Key Personnel set out at Schedule 19 (Key Personnel).
- 32.2 The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the performance of the Services. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.
- 32.3 The Supplier agrees to inform the Company of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing his or her duties for a period of or periods aggregating twenty (20) Working Days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.
- 2.4 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform his or her role as soon as reasonably practicable and at least within five (5) Working Days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty (20) Working Days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with his or her replacement to hand over to them for a period of five (5) Working Days or any shorter period agreed between the Parties.
- 32.5 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to

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the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company that a particular person should not become a member of Key Personnel.

32.6 The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

32.7 At the sole cost of the Supplier, the Supplier:

- (A) undertakes that all the Supplier's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;
- (B) shall ensure that all the Supplier's Personnel are in possession of valid work permits if they are non-European Community nationals; and
- (C) shall (at its expense) provide or procure the provision of training for the Supplier's Personnel in respect of all aspects of its performance of the Contract and, as the Company may require, for any employees, agents and contractors of the Company in relation to the operation or use of any equipment supplied under the Contract, such training to include, as a minimum:
 - (1) the training activities specified in Schedule 22 (Training);
 - (2) training as required by QUENSH and any TfL Group standards; and
 - (3) such other training as required by TfL Group from time to time.

32.8 Without prejudice to the Supplier's other obligations under the Contract, where training of any or all of the Supplier's Personnel is required for the purposes of performance of the Contract, the Supplier shall not assign any Supplier's Personnel to the performance of the Contract unless and until such Supplier's Personnel have satisfactorily completed such training.

32.9 The Company will arrange safety training for the Supplier's Personnel from time to time at the expense of the Supplier. To the extent that any refresher training of any kind (at any time) is required for any of the Supplier's Personnel, this shall be at the expense of the Supplier. For the avoidance of doubt, the Company will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Supplier's Personnel attending any training under this Clause 32.9.

33. **London Living Wage**

33.1 The Supplier acknowledges and agrees that the Mayor, pursuant to section 155 of the GLA Act has directed the Company (including its subsidiaries) to ensure that the London Living Wage is paid to anyone engaged by the Company who is required to perform contractual obligations in Greater London or on the TfL Network.

33.2 The Supplier shall, to the extent this Contract is for the provision of Services to be undertaken within Greater London or on the TfL Network:

- (A) ensure that none of its employees (whether engaged directly or as agency staff employed via an employment agency or similar) engaged in the provision of services under this Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

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- (B) provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;
- (C) 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;
- (D) co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and
- (E) procure that any sub-contractor is required to comply with the provisions of this Clause 33.2 and the provisions of this Clause 33.2 are included in any sub-contract with a sub-contractor.

33.3 The Supplier shall not, and shall procure that any sub-contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 33.

33.4 In the event that the Supplier either itself or through a sub-contractor is in breach of this Clause 33, the Supplier shall:

- (A) if notification has not been made by the Company, notify the Company immediately upon becoming aware of the breach; and
- (B) rectify the breach, or procure that the breach is rectified within 7 days of becoming aware of the breach.

33.5 In the event that the Supplier fails to rectify the breach as required by Clause 33.4(B), the Company shall have the right, in its absolute discretion:

- (A) to require the Supplier to terminate the sub-contract or agency agreement of the party in breach; or
- (B) to require the removal of any personnel from involvement with the Services who are not being paid the London Living Wage.

33.6 The Supplier shall, so far as reasonably practicable, mitigate any increase in the amount payable to its employees as a direct result of the increase in London Living Wage. The Supplier shall not be entitled to make any claim in respect of any increases in the London Living Wage.

34. **Criminal Record Declarations and Right to Work in the UK**

34.1 For the purposes of this Clause 34:

“Relevant Individual” means any servant, employee, officer, consultant or agent of either the Supplier or any Sub-Contractor or supplier carrying out, or intended to carry out, any aspect of the Services; and

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

34.2 The Supplier 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

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Declaration shall be procured prior to a Relevant Individual carrying out any of the Services. The Supplier shall confirm to the Company in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he has a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has a Relevant Conviction.

- 34.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any Sub-Contractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction or who the Supplier is aware has a Relevant Conviction.
- 34.4 The Company shall have the right in accordance with the audit rights set out in Clause 13 to audit and inspect the records of the Supplier and its Sub-Contractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 34 at any time during performance of this Contract.
- 34.5 If the Supplier fails to comply with the requirements under Clauses 34.2 and/or 34.3 the Company may, without prejudice to its rights under Clause 44, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this 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 carrying out of the Services unless (in the case of non-compliance with Clause 34.2) within five (5) Working Days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 34.2.
- 34.6 A persistent breach of Clause 34.2 and/or Clause 34.3 by the Supplier shall entitle the Company to terminate this Contract in whole or in part with immediate effect in accordance with Clause 44, as if such persistent breach were a Supplier Default.
- 34.7 In the event the Company becomes aware that a Relevant Individual has a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from this 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 carrying out of the Services.
- 34.8 The Supplier shall ensure that each Relevant Individual has the right to work in the UK and shall comply with its obligations under the relevant immigration legislation including but not limited to the obligation to conduct document checks in respect of Relevant Individuals.
- 34.9 Nothing in this Clause 34 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under this Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier is not entitled to claim any extra costs or time or any relief from its obligations as a result of any actions under this Clause 34.

34A. **Offers of Employment (Non-Solicitation)**

For the duration of the Contract and for a period of 6 months after expiry or termination of the Contract, the Supplier shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Supplier without the Company's prior written consent. Any breach of this Clause 34A shall render the Supplier liable to pay to the Company a sum equal to the basic salary payable to the employee by the Supplier during the first 6 months of new employment.

PART 11: RESPONSIBLE PROCUREMENT

35. Responsible Procurement

- 35.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with Section 155 of the GLA Act, has directed the Company and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 35.2 The Supplier shall and shall procure that its Sub-Contractors 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.
- 35.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services 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 Supplier shall, and shall procure that all of its Sub-Contractors shall, comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 35.4 The Supplier acknowledges and agrees that it (and its Sub-Contractors) 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).
- 35.5 The Supplier shall not be entitled to any addition to the Target Cost, the Defined Cost or the Fee 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).
- 35.6 The Supplier shall procure that any Sub-Contractor is required to comply with the provisions of this Clause 35 and the provisions of this Clause 35 are included in any sub-contract (of any tier).
- 35.7 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 35.
- 5.8 The Supplier shall at all times comply with the ETI Base Code set out in Appendix 1 to Schedule 16 (Responsible Procurement) of the Contract and shall at all times comply with the provisions of Schedule 17 (Strategic Labour Needs and Training).

36. CompeteFor

- 36.1 Without prejudice to Clause 55, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("CompeteFor") to make available to other suppliers all appropriate opportunities, arising in connection with this Contract, to supply goods, works or services to the Supplier.
- 36.2 The Supplier will use all reasonable endeavours to ensure that its Sub-Contractors use CompeteFor, on a non-exclusive basis, to make available to other parties all appropriate opportunities, arising in connection with this Contract, to supply goods, works and services to such Sub-Contractors.
- 36.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with this Contract, made available to other suppliers via CompeteFor,

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whether by the Supplier or its Sub-Contractors, as required by Clause 36.2, and will report this information on a quarterly basis by way of email to the Company's Representative.

PART 12: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

37. Intellectual Property Rights

37.1 Existing Contracts

This Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

37.2 Vesting of Intellectual Property Rights created under this Contract

All Intellectual Property Rights created wholly or mainly in connection with the performance of, or in order to perform, this Contract shall vest in the Company. The Supplier shall procure that each of its Sub-Contractors and any other third party shall assign such Intellectual Property Rights to the Company.

7.3 Ownership of the Supplier's Intellectual Property Rights

Without prejudice to Clause 37.2, all Intellectual Property Rights owned by the Supplier or its Sub-Contractors or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 37.2 shall remain or be vested in the Supplier, its Sub-Contractors or other third party (as the case may be).

37.4 Company's Licence to use the Supplier's Intellectual Property Rights

The Company shall have and the Supplier hereby grants, and procures that its Sub-Contractors or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-licence such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 37.3 for the purposes of:

- (A) understanding the Services;
- (B) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;
- (C) extending, interfacing with, integrating with, connecting into and adjusting the Services;
- (D) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the TfL Network and/or Sites;
- (E) executing and completing the Services; and
- (F) enabling the Company to make available the TfL Network to perform its function and duties as Infrastructure Manager and Operator of the TfL Network.

37.5 Provision of Supporting Documentation and Other Materials

The Supplier shall:

- (A) promptly, and in any event by no later than such date as the Company may notify to the Supplier, provide at no charge to the Company, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or Sub-Contractor's or other third party's possession or control (or which ought reasonably to be in the Supplier's or

Sub-Contractor's or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 37.2, 37.3 and 37.4 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.

37.6 Company's Rights of Retention

If the Supplier has not complied with its obligations under Clause 37.5(A), the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under this Contract until the Supplier has complied with its obligations under Clause 37.5(A).

37.7 Company's Rights to the Software

If the Supplier or any of its Sub-Contractors providing software for incorporation into or operation of the Services stops trading, is subject to an insolvency event equivalent to any of those events set out in the definition of Supplier Default (including their equivalent in any jurisdiction to which the Supplier or any of its Sub-Contractors 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 Contract then the Supplier, 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.

37.8 Not used.

37.9 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 37.5 and anything in which the Intellectual Property Rights referred to in Clauses 37.2, 37.3 and 37.4 subsist for the purposes of inviting tenders or of procuring services the same as or similar to the Services for the carrying out of any activities in connection with the licence under Clause 37.4 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

7.10 Supplier's Indemnity against Third Party Intellectual Property Rights Infringement

- (A) The Supplier 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 Sub-Contractor or sub-contractor (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 Supplier shall conduct negotiations with any Sub-Contractor 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 Supplier shall use all reasonable endeavours to make such alterations or adjustment to the method of providing the Services as may be necessary to ensure that the use and the provision of the Services continues in spite of such claim and for the avoidance of doubt shall not be entitled to any relief in respect of its obligations to perform the Services as required by this Contract.

37.11 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 Supplier in connection with this Contract shall remain vested in the Company or the person owning such rights at the time the Documentation, material or items were supplied. The Supplier 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.

37.12 Supplier's Licence to the Company's Intellectual Property Rights

The Company hereby grants the Supplier 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 37.13) which are required by the Supplier for the purposes of performing the Services. Such licence is granted for the duration of this Contract solely to enable the Supplier to comply with its obligations under this Contract and is conditional upon the Supplier 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.

37.13 Corporate IPRs

- (A) The Supplier shall use and shall procure that its Sub-Contractors 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.
- (B) The Supplier shall not use and shall procure that its Sub-Contractors 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.
- (C) On written request from the Company, the Supplier 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 the Supplier in accordance with Clause 37.12, the Company shall give the Supplier written notice of that fact and the Supplier shall correct the use so as to comply with such quality standards taking into account the Company's instructions.

38. Confidentiality

38.1 The Supplier 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 Supplier and to use such information only for the purpose of the performance of his obligations under this Contract.

38.2 At the Company's request, the Supplier 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 Supplier;

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- (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.
- 38.3 The Supplier shall ensure that all Supplier Parties perform the obligations in Clauses 38.1 and 38.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by any Supplier Parties in this regard.
- 38.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by a Supplier Party 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 Supplier Party for such breach of confidence.
- 38.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, this Contract or the Services without the prior written consent of the Company.
- 38.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with this Contract or the Services, or any Dispute arising under or in connection with this Contract.
- 38.7 The provisions of Clauses 38.1 to 38.6 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 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.
- 38.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 38 by the Supplier 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 38.
39. **Freedom of Information**
- 39.1 For the purposes of this Clause 39:
- "**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 Supplier on behalf of the Company; and
- "**Information Request**" means a request for any Information under the FOI Legislation.

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39.2 The Supplier 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 Supplier.

39.3 Without prejudice to the generality of Clause 39.2 the Supplier shall and shall procure that its Sub-Contractors (if any) shall:

- (A) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to this Contract, the Services 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 Supplier 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.

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

40. **Data Transparency**

40.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 38 and Clause 39, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

0.2 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 Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 40.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

41. **Data Protection**

The Supplier 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 Supplier shall only carry out such processing in order to carry out the Services and at all times in accordance with any instructions from the Company.

PART 13: COMPANY STEP IN, TERMINATION AND SUSPENSION

42. Company Step-in

- 42.1 Without limiting any other remedy, if the Supplier fails to comply with its obligations to perform the Services as required by this Contract, the Company shall be entitled to perform or procure the performance of the Services or part thereof itself or from a third party. 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 42 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.
- 42.2 Without prejudice to the provisions of Clause 42.1 if the Company reasonably believes that it needs to take action in connection with the Services:
- (A) because a serious risk exists to the health or safety of persons or property or to the environment; and/or
 - (B) to discharge a statutory duty,
- then the following provisions shall apply.
- 42.3 The Company shall provide notice to the Supplier in writing of the following:
- (A) the action it wishes to take;
 - (B) the reason for such action;
 - (C) the date it wishes to commence such action;
 - (D) the time period which it believes will be necessary for such action; and
 - (E) to the extent practicable, the effect on the Supplier and its obligations to provide the Services during the period such action is being taken.
- 2.4 Following service of the notice required in Clause 42.3, the Company or a third party appointed by the Company for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Company reasonably believes is necessary (the "Required Action").
- 42.5 For so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Services, the Supplier shall be relieved from its obligations to provide such part of the Services and the Company shall not be liable to pay the Target Cost, the Defined Cost or the Fee for such part of the Services.
- 42.6 For the purposes of this Clause 42 the Supplier 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 Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under this Clause 42 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under this Clause 42.

43. Voluntary Termination by the Company

- 43.1 The Company may terminate this Contract or any part or parts of the Services for convenience at any time on or before the Expiry Date by serving a Termination Notice on the Supplier stating:
- (A) that the Company is terminating this Contract in whole or in part under this Clause 43; and
 - (B) that this Contract will terminate in whole or in part on the date specified in the notice, which must be a minimum of three (3) months after the date of receipt of the notice.
- 43.2 This Contract will terminate in whole or in part as the case may be on the date specified in the Termination Notice referred to in Clause 43.1.

44. Termination on Supplier Default

- 44.1 For the purposes of Clause 44, a Supplier Default is any of the following events:
- (A) the Supplier committing a material breach of this 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 Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;
 - (B) a Persistent Breach occurring;
 - (C) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
 - (D) the Supplier 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 is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under this 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 or any similar or analogous procedure or step is taken in any jurisdiction;
 - (E) a persistent breach of the Supplier's obligations set out in either or both of Clause 34.2 and 34.3;
 - (F) a breach of the Supplier's obligations under Clauses 55 or 56;
 - (G) any parent company guarantee or bond required pursuant to Clause 54 becoming invalid and/or the Supplier being in breach of Clause 54.3;
 - (H) a breach by the Supplier of its obligations to take out and maintain any of the insurances required pursuant to Clause 51;
 - (I) the occurrence of a conflict of interests such that the circumstances set out in Clause 76.5(B) occur;
 - (J) the Company becomes entitled to terminate in accordance with the escalation procedure

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set out in Schedule 12 (Performance Measurement);

- (K) a persistent breach of the Supplier's obligations under Schedule 20 (Contract Innovation Efficiency); or
- (L) the Supplier has, at the date of this Contract, 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 2016.

44.2 If a breach, that is not a Supplier Default, has continued for more than ten (10) Working Days or occurred more than three (3) times in any six (6) month period then the Company may serve a notice on the Supplier:

- (A) specifying that it is a formal warning notice;
- (B) giving reasonable details of the breach; and
- (C) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

44.3 If, following service of a warning notice, the breach specified in a warning notice given further to Clause 44.2 has continued beyond twenty (20) Working Days or recurred in three (3) or more months within the six (6) month period after the date of service, then the Company may serve another notice (a "Final Warning Notice") on the Supplier:

- (A) specifying that it is a Final Warning Notice;
- (B) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and
- (C) stating that if the breach continues for more than ten (10) Working Days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, such breach shall constitute a Persistent Breach and this Contract may be terminated further to Clause 44.5.

4.4 A warning notice may not be served in respect of any incident of breach which has previously been counted in the making of a separate warning notice.

44.5 If a Supplier Default has occurred and the Company wishes to terminate this Contract in whole or in part, the Company must serve a Termination Notice on the Supplier.

44.6 The Termination Notice must specify the type of Supplier Default which has occurred entitling the Company to terminate and whether the Company is terminating this Contract in whole or in part and if in part, the extent of the termination, and the date on which the termination shall become effective.

44.7 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then, without prejudice to the Company's rights pursuant to this Clause 44, the Company may require the Supplier to exclude that individual from the Services with immediate effect and that individual may only resume the performance of the Services at the Company's absolute discretion.

45. Compensation on Termination

45.1 Following a termination (in whole or in part) in accordance with Clause 43, the Supplier shall be entitled to be paid:

- (A) the total value of the Services provided at the date of termination of this Contract or the relevant part of it (as applicable), such value to be ascertained in accordance with this Contract as if this Contract had not been terminated, together with any amounts due to the Supplier under this Contract not included in such total value; and
- (B) the reasonable properly incurred cost of removal of the Supplier's property from the Sites in respect of which this Contract has been terminated;

less any amounts previously paid to the Supplier under this Contract.

45.2 Following a termination (in whole or in part) in accordance with Clause 44:

- (A) the Supplier shall indemnify the Company and keep the Company fully and effectively indemnified against all expense, loss, damage and liabilities suffered or incurred by the Company associated with or arising from the termination including any additional expense incurred by the Company in continuing to provide the Services in respect of which this Contract has been terminated, from the date of termination to the Expiry Date (as may have been extended only where notice has been served pursuant to Clause 2.2) including for the avoidance of doubt the cost of finding an alternative contractor or contractors and any additional amounts charged by them for providing the Services; and
- (B) the Supplier shall be entitled to be paid for Services provided and which have not been paid for at the date of termination, to the extent that the provision of such Services has been terminated, less the cost to the Company of having the Services that have not been carried out completed (whether the Company has those Services delivered or not).

45.3 In the event that the Company terminates this Contract for any reason under Clause 44, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under this Contract or under general law, at the Company's option:

- (A) permit the Company to enter the Supplier'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 Services with any other person or persons or complete the provision of such Services by its own workmen;
- (C) promptly return to the Company any equipment, goods or Documentation which are the property of the Company and of which the Supplier or any of its Sub-Contractors have possession; and
- (D) sell to the Company, at the purchase price any materials or goods properly ordered for the Services in respect of which this Contract has been terminated (and which have not at the date of termination become the property of the Company) and on such payment in full by the Company such materials or goods shall become the property of the Company.

In each such case, the Company shall be entitled to retain the benefit of any part of the Services already provided by the Supplier in accordance with this Contract.

45.4 Any amounts which the Company is liable to pay pursuant to this Clause 45 shall, in default of

agreement, be determined pursuant to the provisions of Schedule 14 (Dispute Resolution Procedure).

46. Accrued Rights and Survival

- 46.1 In the event that this Contract is terminated, the liability of the Company to pay the Supplier in respect of the performance of the Services shall be limited to payment to the Supplier for those Services provided in accordance with this Contract up until the date of such termination.
- 46.2 Save as otherwise expressly set out in this Contract or as already taken into account in the calculation of any payment of compensation on termination pursuant to this Contract, termination of this Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Contract as at the date of termination and in particular but without limitation the right to recover damages against the other Party.
- 46.3 The provisions of Clauses 13, 18.10, 31, 35, 37, 38, 39, 40, 41, 43, 46, 50, 52, 58, 59, 60, 61, 63, 65, 69, 70, 75, 76.1 will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this 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.

47. Force Majeure

- 47.1 No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. For the avoidance of doubt, the Company shall not be entitled to terminate this Contract for a Supplier Default if such Supplier Default arises from a Force Majeure Event (but without prejudice to Clauses 47.5 or 47.6).
- 47.2 The Company shall be under no obligation to make any payments to the Supplier of the Target Cost, the Defined Cost or the Fee in respect of any Services affected by the Force Majeure Event.
- 47.3 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 47.4 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 47.5 If no such terms are agreed on or before the date falling eighty (80) Working Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and twenty (120) Working Days, then, subject to Clause 47.6, either Party may terminate this Contract in respect of the affected Services by giving twenty (20) Working Days' written notice to the other Party.
- 47.6 If this Contract is terminated, in whole or in part, under Clause 47.5 no compensation shall be payable by either Party in relation to such termination.
- 47.7 The Parties shall at all times following the occurrence of a Force Majeure Event use all

reasonable endeavours to prevent and mitigate the effects of any delay and the Supplier shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

47.8 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

48. **Suspension**

48.1 Without prejudice to Clause 43, the Company shall have the right at any time to require the Supplier to suspend the provision of the Services (or any part thereof) by giving notice in writing to the Supplier.

48.2 In the event that this Contract is suspended in accordance with Clause 48.1, the Supplier shall:

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

48.3 In the event that this Contract is suspended in accordance with Clause 48.1, and such suspension continues for a period of twenty (20) Working Days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further ten (10) Working Days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.

48.4 In the event that the Parties are unable to agree upon the variation requested under Clause 48.3, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 65.

9. **Co-operation in Handover**

The Parties shall comply with their respective obligations as set out in Schedule 15 (Obligations on Handover).

PART 14: INDEMNITIES, LIABILITIES AND INSURANCE

50. Indemnity

50.1 The Supplier shall be liable for and shall at all times indemnify the Company, including any of its employees, servants, agents, sub-contractors, directors and officers and members of the TfL Group and shall keep them indemnified on an after-tax basis against, all Losses suffered or incurred by the Company, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group:

- (A) in respect of death or personal injury to any person;
- (B) in respect of loss of or damage to any property (including the TfL Network and Sites and any other property belonging to the Company or for which it is responsible); and
- (C) in respect of claims against the Company made by third parties (whether under contract, tort, breach of statutory duty or otherwise),

arising from or in connection with the performance or non-performance of the Supplier under this Contract, 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 Supplier or any Supplier Party.

50.2 The Supplier shall not be liable under the indemnity in Clause 50.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

50.3 The Supplier's indemnity under Clause 50.1 and all other indemnities under this Contract shall remain in force for the duration of this Contract and for the period of twelve (12) years after the Expiry Date or earlier termination of this Contract.

50.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 50.1 provided that an appropriate notice to withhold payment has been served by the Company on the Supplier.

50.5 Other than in respect of (i) the Losses described in Clause 50.1(C) 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 Contract. Each Party respectively undertakes not to sue the other Party or any member of the TfL Group in respect of Consequential Loss for which liability is excluded in this Clause 50.5.

50.6 The Supplier shall have no claim against the Company in respect of delay or disruption of the Services, except as expressly provided for in this Contract.

50.7 Control of indemnity claims

(A) Subject to Clause 50.7(B), if a claim is made against a Party ("the Indemnified Party"), or the Indemnified Party becomes aware that a claim is likely to be made, by a third party which may give rise to a claim under an indemnity given by a Party ("the Indemnifying Party"):

- (1) the Indemnified Party shall promptly notify the Indemnifying Party of the claim, giving full particulars of the claim, and consult with the Indemnifying Party in relation to the proposed actions to be taken prior to settlement or compromise of the claim;
- (2) each Party shall provide the other Party with such assistance and information as it

reasonably requests in relation to the claim;

- (3) the Indemnified Party shall not admit liability in respect of or settle the matter without first obtaining the Indemnifying Party's written consent; and
 - (4) subject to applicable security and confidentiality restrictions, the Indemnified Party shall provide the Indemnifying Party with reasonable access to its premises and personnel and all relevant assets, documents and records for the purpose of investigating the matter.
- (B) The Company may elect at any time to have sole control of the defence of proceedings relating to any claim for which the Supplier has given an indemnity and all negotiations for its settlement (in which case the provisions in Clause 50.7(D) shall apply to the Company as if it were the Indemnifying Party and the Supplier were the Indemnified Party).
- (C) If the Company elects to have sole control of the defence of proceedings pursuant to Clause 50.7(B) after the Supplier has already commenced the defence of such proceedings, the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the Company, and shall provide to the Company all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.
- (D) The Indemnifying Party shall:
- (1) assume and conduct the defence of any proceedings relating to the claim diligently using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute in which case the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim;
 - (2) consult with the Indemnified Party and keep the Indemnified Party informed of all material matters, including formulation of any defence and counter-claims and filing of evidence from employees of the Indemnified Party;
 - (3) not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or delayed) and do nothing which could prejudice the defence of any such claim; and
- (1) obtain the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed, before any settlement is made in respect of the claim.

51. Insurance

51.1 Without prejudice to the obligation to indemnify the Company set out in Clause 50.1, the Supplier undertakes to:

- (A) maintain at its own cost insurance which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made under such Act or any amendment or re-enactment thereof at a level of not less than £5,000,000 (five million pounds) per occurrence;
- (B) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £10,000,000 (ten million pounds) per occurrence;

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- (C) maintain at its own cost an adequate level of professional indemnity insurance commensurate with the risk and, where appropriate, being not less than £2,000,000 (two million pounds) per occurrence and in the aggregate per annum;
- (D) maintain at its own cost an adequate level of product liability insurance of not less than £10,000,000 (ten million pounds) per occurrence;
- (E) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed) and shall be maintained in force for a period not less than twelve (12) years after the completion of the Services;
- (F) ensure that any Sub-Contractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil; and
- (G) produce within five (5) Working Days of any reasonable request by the Company and in any event before the commencement of any of the Services under this Contract satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 51.

51.2 The Supplier's liabilities under this Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 51.1.

51.3 If the Supplier fails to maintain the insurance policies as provided in this Clause 51, 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 Supplier or recover the same as a debt due from the Supplier.

52. **Environmental Claims**

52.1 The Supplier shall indemnify the Company against Losses and costs of Remediation in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of this Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, Sub-Contractors or agents.

52.2 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's site.

52.3 Where the Supplier discovers or suspects that the site has been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.

52.4 In the event that the Supplier commissions an environmental assessment, the Supplier shall procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.

52.5 The Supplier shall provide to the Company's Representative:

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- (A) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 52.5, the “authorisations”);
- (B) copies of any amendments to the authorisations;
- (C) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and
- (D) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

53. **Sole Remedy**

53.1 Without prejudice to any entitlement of the Supplier:

- (A) to specific performance of any obligation under this Contract; or
- (B) to injunctive relief;

the Supplier's sole remedy in relation to matters for which an express right or remedy is stated in this Contract shall be that right or remedy and the Supplier shall have no additional right or remedy arising by common law, in equity, by statute or otherwise.

53.2 The Supplier shall not be held to be failing to comply with its obligations under this Contract to the extent that such failure to comply is a result of the Company's breach of its obligations hereunder.

54. **Bonds, Warranties and Guarantees**

54.1 Where stated in Schedule 1 (Detailed Terms), the Supplier shall at its own expense provide within five (5) Working Days of the Company's request the following:

- (A) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 9 (Form of Parent Company Guarantee and Performance Bond) in favour of the Company; and/or (as applicable)
- (B) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 9 in favour of the Company.

54.2 The Supplier shall ensure that any bond required under Clause 54.1:

- (A) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1 (Detailed Terms); and
- (B) is renewed every twelve (12) months until the Expiry Date (or date of termination if earlier).

54.3 If at any time the existing bond and/or parent company guarantee cease(s) to meet the requirements of Clauses 54.1 and 54.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within five (5) Working Days.

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- 54.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 54.1 completed and signed by a qualified lawyer from the country in which the Guarantor and/or parent company is resident in the form specified by the Company.
- 54.5 The Company shall not be obliged to make any payment to the Supplier under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) and legal opinion (if applicable) have been provided in a form satisfactory to the Company.
- 54.6 If required by the Company, the Supplier shall procure that the terms of any Sub-Contract require the Sub-Contractor, within five (5) Working Days of a written request by the Company to the Sub-Contractor, to enter into:
- (A) a collateral warranty in the form set out in Schedule 11 (Form of Collateral Warranty) in favour of the Company and if requested by the Company, the Supplier shall require the Sub-Contractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the Sub-Contractor is resident in the form specified by the Company; and
 - (B) a parent company guarantee in the form provided by the Company from the ultimate holding company of the Sub-Contractor in respect of any of the Sub-Contractor's obligations under any collateral warranty required under this Clause 54.6.
- 54.7 If any warranty (including any accompanying parent company guarantee) required under Clause 54.5 is not delivered to the Company in accordance with Clause 54.5 one quarter of the Target Cost relative to the Services supplied by the relevant Sub-Contractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.
- 54.8 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.
- 54.9 Where the Supplier has provided the Company with a performance bond and thereafter any variation is made to the Services or Contract under Clause 15, the Company may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Company.

PART 15: GENERAL CONDITIONS

55. Assignment and Sub-contracting

- 55.1 The Supplier shall not assign, novate or sub-contract any of its rights or obligations under this Contract or any part thereof without the prior written consent of the Company.
- 55.2 The sub-contracting of all or any part of the Services to a Sub-Contractor shall not relieve the Supplier of its obligations to perform the Services under this Contract.
- 55.3 Subject to the provisions of this Contract, the Supplier shall be responsible as against the Company for the acts and omissions of the Supplier Parties as if they were the acts and omissions of the Supplier. The Supplier shall, as between itself and the Company, be responsible for the selection of and pricing by any Supplier Party.
- 55.4 The Company may novate, assign, transfer or sub-contract this Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.
- 55.5 Within five (5) Working Days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 8 (Deed of Novation) in favour of any person to whom this Contract is being novated.
- 55.6 Subject to the Company's prior written consent pursuant to Clause 55.1, where the Supplier sub-contracts any or all of the Services, the Supplier shall include in each Sub-Contract (and procure that its Sub-Contractors include in each of their sub-contracts) payment terms substantially similar to those set out in Clause 18 and Clause 18A.
- 55.7 On or before the Commencement Date the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Sub-Contractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Sub-Contractor which the Supplier subsequently involves in the Services after the Commencement Date.
- 55.8 The Company reserves the right to verify whether there are any grounds for excluding any Sub-Contractor 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 55.8, the Company may request that the information provided by the Supplier under Clause 55.8 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 Sub-Contractor(s). Further, the Company:
- (A) shall require that the Supplier replace any Sub-Contractor 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
 - (B) may require that the Supplier replace any Sub-Contractor 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.
- 55.9 The Supplier 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 Sub-Contractor pursuant to Clause 55.8(A) or (B).

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55.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 55.8(A) or 55.8(B).

56. **Change of Control**

The Supplier shall not without the prior written consent of the Company implement any Change of Control of the Supplier.

57. **Costs**

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

58. **Severance**

58.1 Each provision of this Contract (including each provision in each of the schedules) is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by Applicable Law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law it shall to that extent be deemed not to form part of this Contract. The remaining provisions of this Contract shall continue in full force and effect and their validity, legality and enforceability shall not therefore be affected or impaired.

58.2 If a provision of this Contract is held to any extent to be invalid, the Parties shall as soon as reasonably practicable commence negotiations in good faith to remedy that invalidity.

59. **Publicity**

The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

60. **Corrupt Gifts and Payments of Commission**

0.1 The Supplier undertakes that it shall not and shall procure that its Sub-Contractors and suppliers 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.

60.2 The Supplier undertakes that it shall not, and shall use reasonable endeavours to procure that its Sub-Contractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

60.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 60 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.

60.4 Without prejudice to Clause 60.1, the Supplier shall ensure that it and any other Sub-Contractors shall:

(A) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

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- (B) not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK;
- (C) comply with the Company's policy on fraud, theft, bribery, corruption, irregularity and waste referred to as "TfL's Fraud and Bribery Policy" as the Company may update it from time to time ("Relevant Policy");
- (D) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and Clause 60.4(A), and will enforce them where appropriate;
- (E) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier or any Sub-Contractor in connection with the performance of this Contract of which the Supplier is, or ought reasonably to be, aware;
- (F) immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract; and
- (G) on 31 March annually, certify to the Company in writing signed by an officer of the Supplier compliance with this Clause 60 by the Supplier and all Sub-Contractors. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

61. **No Waiver**

- 61.1 No failure or delay on the part of either Party to exercise any right or remedy under this 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 Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 61.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of this Contract or otherwise.

62. **Mitigation**

Both Parties shall take all reasonable steps and in the case of the Supplier act in accordance with Good Industry Practice to minimise and mitigate any loss and/or compensation for which it may make a claim against or which it may otherwise be entitled to recover from the other Party, including in the case of the Supplier by procuring (where applicable) that all Supplier Parties take all reasonable steps to mitigate and minimise such loss and/or compensation.

63. **Entire Contract**

This 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 Contract. Except in the case of fraud, neither Party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in this Contract.

64. Other Contracts with the Company

Except as otherwise agreed in writing by the Parties, if the Supplier or any Supplier Party has entered or enters into any other contract with the Company relating in any way to the subject matter of this Contract, no breach by the Company of such other contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Company, its servants or agents or other contractors relating to or connected with any other such contract shall, regardless of any negligence on its part or their part:

- (A) give the Supplier any right under this Contract to a Relief Event or an extension of time or additional payment or damages or any other relief or remedy whatsoever against the Company;
- (B) affect, modify, reduce or extinguish either the obligations of the Supplier or the rights or remedies of the Company under this Contract; or
- (C) be taken to amend, add to, delete, or waive any term or condition of this Contract.

5. Dispute Resolution

If any question, dispute, difference or claim (a "Dispute") should arise under or in connection with this Contract, either Party may refer it for resolution pursuant to Schedule 14 (Dispute Resolution Procedure).

66. Counterparts

This Contract 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.

67. Partnerships and Joint Ventures

67.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under this Contract are joint and several. This Contract and the liabilities of the partners under this 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 Supplier under this Contract.

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

67.3 Nothing in this Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in this Contract, neither Party is deemed to be the agent of the other, and neither Party holds itself out as the agent of the other.

68. Independent Supplier

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or Sub-Contractors or their employees hold themselves out as, an agent of the Company.

69. Governing Law and Jurisdiction

- 69.1 This 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.
- 69.2 The Company and the Supplier submit, subject to the provisions of this 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 Supplier is incorporated or in which any asset of the Supplier may be situated.

70. Contracts (Rights of Third Parties) Act 1999

- 70.1 Subject to the Replacement Employer's rights under Clause 31, no person except any member of the TfL Group may enforce this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.
- 70.2 Notwithstanding those rights referred to in Clause 70.1, the Company and the Supplier may agree to vary or rescind this Contract without the consent of any third party.

71. Further Assurance

Each Party agrees to do all further acts and things and execute and deliver all instruments as shall be necessary or expedient for the carrying out of the provisions of this Contract.

72. Duty of the Supplier to notify Occasion of Tax Non-Compliance

- 72.1 The Supplier shall send written notification of any Occasion of Tax Non-Compliance to the Company within five (5) Working Days from the date it became aware that it has committed an Occasion of Tax Non-Compliance during the performance of this Contract. The notification shall include steps being taken, if applicable, to remedy the Occasion of Tax Non-Compliance.
- 72.2 For the avoidance of doubt, the obligation in Clause 72.1 also applies to an Occasion of Tax Non-Compliance in non-UK jurisdictions. If the Occasion of Tax Non-Compliance occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the Occasion of Tax Non-Compliance and any relevant tax laws and administrative provisions so the Company can understand the nature and seriousness of the Occasion of Tax Non-Compliance.
- 72.3 Promptly upon a request by the Company, the Supplier shall supply to the Company a certificate signed by two (2) of its directors or senior officers on its behalf certifying that no Occasion of Tax Non-Compliance is continuing, or if an Occasion of Tax Non-Compliance is continuing, specifying the Occasion of Tax Non-Compliance and the steps, if applicable, taken to remedy it. This should include any mitigating factors that the Supplier considers relevant.
- 72.4 In exercising its rights or remedies under this Clause 72 or Clause 44, the Company shall:
- (A) act in a reasonable and proportionate manner taking into account, among other things:
 - (1) the gravity and duration of the Occasion of Tax Non-Compliance and any sanctions imposed by a court or tribunal; and
 - (2) any remedial action taken by the Supplier to prevent reoccurrence of the Occasion of Tax Compliance;
 - (B) seriously consider, where appropriate, action other than termination of this Contract to

deal with the failure of the Supplier to comply with this Clause 72.

73. Capacity

Save as otherwise expressly provided, the obligations of the Company under this Contract are obligations of the Company in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way fetter or constrain the Company in any other capacity, nor shall the exercise by the Company of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Company to the Supplier.

74. Amendments

Any amendments to this Contract, other than those made in accordance with Clause 15, shall be effective only if made by agreement in writing between the Company's Representative and the Supplier's Representative, or those persons duly appointed by either Party to act on behalf of the Company's Representative and the Supplier's Representative in accordance with Clause 12.

5. Notices and Service of Process

75.1 Subject to Clause 75.2, any notice or other document given under, or in connection with, this Contract must be in English and in writing and sent by letter, electronic mail or fax or delivered by hand to the other Party's representatives in each case to the address identified below. The notice or other document will be effective as follows:

- (A) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (B) if the notice or other document is sent by electronic mail, it shall be deemed to be given 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 are used, and the onus shall be on the sender to prove the time that the electronic mail was dispatched and the address it was sent to. The place of delivery of electronic mail will be deemed to be the postal address of the recipient in set out in Schedule 1 (Detailed Terms);
- (C) if the notice or other document is 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
- (D) if the notice or other document is delivered by hand to the other Party's representative, it will be effective immediately upon delivery.

The address, electronic mail address and fax numbers of the Company and the Supplier are set out in Schedule 1 (Detailed Terms).

If a Party's details change, it must notify the other Party promptly in writing of any such changes.

75.2 The Parties agree that proceedings arising out of or in connection with this Contract may not be served by electronic mail or fax provided that the Company may from time to time give notices to the Supplier that such proceedings may be served by electronic mail or fax. If the Company gives such a notice then with effect from such notice such proceedings may be served by electronic mail or fax in accordance with Clause 75.1. The Company may from time to time rescind such a notice by further notice and, with effect from the date of such notice of rescission, proceedings arising out of or in connection with this Contract may not be served by electronic mail or fax.

PART 16: TRANSPORT FOR LONDON GROUP REQUIREMENTS

76. Transport for London Group

76.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (A) Without prejudice to the Company's right to terminate this Contract under Clause 43.1, 44, or at common law, the Company may terminate this Contract at any time in accordance with the provisions of this Clause 76.1 in the event that:
- (1) there is a Declaration of Ineffectiveness; or
 - (2) there is a Public Procurement Termination Event (without prejudice to the Company's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by regulation 89(3) of the Utilities Contracts Regulations 2016).
- (B) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Company shall notify the Supplier. The Parties agree that the provisions of this Clause 76.1 shall apply as from the date of receipt by the Supplier 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 43.1 and this Clause 76.1 or the Cessation Plan, the provisions of this Clause 76.1 and the Cessation Plan shall 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 Public Procurement Termination Event.
- (D) As from the date of receipt by the Supplier 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:
- (1) an orderly and efficient cessation of the Services or (at the Company's request) a transition of the Services to the Company or such other entity as the Company may specify; and
 - (2) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 76.1 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 Supplier'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 Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Contract in accordance with this Clause 76.1.

76.2 Crime and Disorder Act 1998

The Supplier acknowledges that the Company 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 its 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:
 - (1) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (2) the misuse of drugs, alcohol and other substances; and
 - (3) re-offending,

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

76.3 The Company's business

The Supplier acknowledges that it:

- (A) has sufficient information about the Company and the Services;
- (B) is aware of the Company's processes and business;
- (C) has made all appropriate and necessary enquiries to enable it to carry out the Services in accordance with this Contract;
- (D) is aware of the purposes for which the Services are required; and
- (E) shall neither be entitled to any additional payment nor excused from any obligation or liability under this Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Services.

76.4 Best value

The Supplier acknowledges that the Company 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 Supplier shall assist the Company to discharge its duty where possible, and in doing so, shall carry out any review of Services reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to this Contract in order for the Company to achieve best value.

76.5 Conflict of Interest

- (A) The Supplier 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 Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.
- (B) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of this 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 Services under this 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 Services 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 Contract.

6.6 Equality and Diversity

- (A) Without limiting the generality of any other provision of this Contract, the Supplier:
 - (1) shall not unlawfully discriminate;
 - (2) shall procure that its employees and agents do not unlawfully discriminate; and
 - (3) shall use reasonable endeavours to procure that its Sub-Contractors do not unlawfully discriminate when providing the Services,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.
- (B) The Supplier acknowledges that the Company is under a duty under Section 149 of the Equality Act 2010 to have due regard to the need to:
 - (1) 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;
 - (2) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
 - (3) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing this Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

- (C) The Supplier shall ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this 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) The Company's Harassment, Bullying and Discrimination Policy as up-dated from time to time (copies of which are available on request from the Company) requires the Company's own staff and those of its Sub-Contractors to comply fully with the Harassment, Bullying and Discrimination Policy to eradicate harassment in the workplace. The Supplier shall:
- (1) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Harassment, Bullying and Discrimination Policy;
 - (2) fully investigate allegations of workplace harassment in accordance with the Harassment, Bullying and Discrimination Policy; and
 - (3) ensure that appropriate, effective action is taken where harassment is found to have occurred.
- (E) In addition to this Clause 76.6, the Supplier shall comply with its obligations under Schedule 16 (Responsible Procurement) in respect of equality and diversity.

76.7 Work Related Road Risk

- (A) For the purposes of Clauses 76.7(B) to 76.7(I) (inclusive) of this Contract, the following expressions shall have the following meanings:

"Bronze Accreditation" means the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

"Car-derived Vans" means 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" means a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

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

"Driver" means any employee of the Supplier (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Services;

"DVLA" means Driver and Vehicle Licensing Agency;

"FORS" means 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" means the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk;

"Gold Accreditation" means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

"Lorry" means a vehicle with an MAM exceeding 3,500 kilograms;

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“MAM” means 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” means 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” means the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ; and

“Van” means a vehicle with a MAM not exceeding 3,500 kilograms.

(B) **Fleet Operator Recognition Scheme Accreditation**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within sixty five (65) Working Days of the Commencement Date:

- (1) (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
- (2) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

(C) **Safety Equipment on Vehicles**

The Supplier shall ensure that every Lorry, which it uses to provide the Services, shall:

- (1) have Side Guards, unless the Supplier 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;
- (2) have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
- (3) have equipment fitted with an audible means of warning other road users of the Lorry’s left manoeuvre; and
- (4) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

(D) Driver Licence Checks

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that:

- (1) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- (2) each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Supplier's risk scale, provided that the Supplier's risk scale has been approved in writing by the Company within the last twelve (12) months:
 - (a) 0 – 3 points on the driving licence – annual checks;
 - (b) 4 – 8 points on the driving licence – six (6) monthly checks;
 - (c) 9 – 11 points on the driving licence – quarterly checks; or
 - (d) 12 or more points on the driving licence – monthly checks.

(E) Driver Training

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

(F) Collision Reporting

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall:

- (1) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (2) within ten (10) Working Days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company.

(G) Self-Certification of Compliance

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within sixty five (65) Working Days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 76.7(C), 76.7(D) and 76.7(E) of this Contract (the "WRRR Self-certification Report"). The Supplier 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.

(H) Obligations of the Supplier Regarding Sub-Contractors

The Supplier shall ensure that those of its Sub-Contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

- (1) comply with Clause 76.7(B); and
- (2) where its Sub-Contractors operate the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:
 - (a) For Lorries – Clauses 76.7(C), 76.7(D), 76.7(E), and 76.7(F); and
 - (b) For Vans – Clauses 76.7(D), 76.7(E), and 76.7(F),
 - (c) as if those Sub-Contractors were a party to this Contract.

(I) Failure to Comply with Work Related Road Risk Obligations

Without limiting the effect of any other Clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 76.7(B), 76.7(C), 76.7(D), 76.7(E), and 76.7(F), 76.7(G) and/or 76.7(H):

- (1) the Supplier has committed a material breach of this Contract; and
- (2) the Company may refuse the Supplier, 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).

77. Enhanced Capital Allowances

77.1 For the purposes of this Clause 77, "Eligible Components" shall mean any products that are listed or capable of being listed on the Energy Technology List and/or the Water Technology List.

77.2 Registration of Eligible Components

- (A) The Supplier shall use Eligible Components in providing the Services and shall comply with the following obligations:
 - (1) if the Supplier has the choice between an Eligible Component and another product, the Supplier shall use the Eligible Component; and
 - (2) if the Supplier develops a product that is capable of being an Eligible Component, the Supplier shall ensure that this product is designed in a way that allows it to become an Eligible Component.
- (B) The Supplier's obligations contained in Clause 77.2(A) above shall not apply to a particular product if the Supplier provides to the Company evidence that is satisfactory to the Company that it is not reasonably practicable to comply with the obligations contained in Clause 77.2(A) above in relation to that particular product.
- (C) The Supplier shall register all Eligible Components on the Energy Technology List and/or the Water Technology List (as the case may be) and shall provide to the Company evidence of such registration that is acceptable to the Company within ten (10) days of registration.

77.3 Claim for Enhanced Capital Allowances

- (A) To enable the Company to support its claim to HM Revenue and Customs in relation to Enhanced Capital Allowances, the Supplier shall provide the following information to the Company as necessary:
- (1) details of all Eligible Components, including:
 - (a) the number of Eligible Components;
 - (b) unique model reference numbers; and
 - (c) Supplier details and evidence of conformance with minimum performance;
 - (2) the cost per each Eligible Component;
 - (3) any applicable professional fees directly associated with the provision of each Eligible Component;
 - (4) the installation and delivery costs of each Eligible Component and associated preliminaries directly associated with the provision of each Eligible Component; and
 - (5) details of the asset on which each Eligible Component purchased will be installed.
- (B) For the purposes of Clauses 77.3(A)(1) to 77.3(A)(5) inclusive, the Supplier shall provide to the Company an invoice or payment certificate along with supporting evidence that demonstrates to the satisfaction of the Company that the costs incurred as referred to in Clauses 77.3(A)(1) to 77.3(A)(5) inclusive are sufficiently linked to each Eligible Component (where applicable).
- (C) For the purposes of Section 5 of the Capital Allowances Act 2001, the Supplier shall provide the Company with the delivery date for each Eligible Component.
- (D) The Supplier agrees to co-operate with the Company and its professional advisers in relation to the submission and agreement of such claim to HM Revenue and Customs.

7.4 The Supplier undertakes and confirms to the Company that neither it nor any Affiliate, Sub-Contractor, supplier or provider of finance to the Supplier or any of those persons has claimed and that it will not claim and shall procure that no such other person shall claim any Enhanced Capital Allowances or analogous tax allowances in respect of the Services.

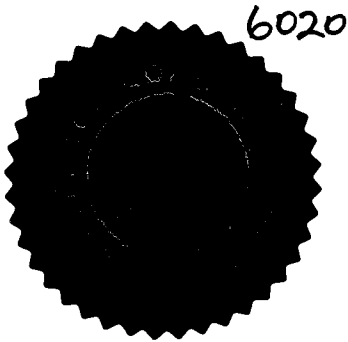
SIGNATURES

IN WITNESS of which this document has been executed as a deed by the Parties and delivered as a deed on the date first written above.

Executed as a deed by affixing the)
Common Seal of Transport for London)
in the presence of)



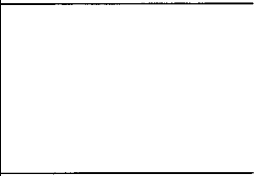
Authorised Signatory



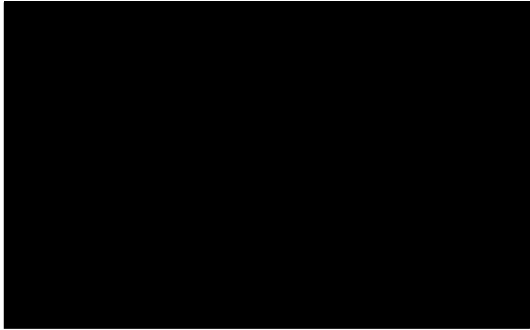
Executed as a deed by Lanes Group Plc)
acting by)



and)
)
)



BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION**SCHEDULE 1: DETAILED TERMS**

Contract Reference Number:	TFL-00926 - 1FM Bundle 3 Lot 2 - Fabric and Premises Maintenance (Rail)
Supplier Reference	LGP/FM3.2
Commencement Date:	<u>25 APRIL</u> 2017
Services Commencement Date:	25 June 2017
Expiry Date	24 June 2022
Supplier's Representative: Address for service of notices: Telephone: Email:	
Company's Representative: Address for service of notices: Telephone: Email	As notified to the Supplier
Additional applicable standards under Clause 5.2(E)	Please refer to Specification.
Programme	See Schedule 4 (Programme).
Specification:	See Schedule 3 (Specification).
Site	Please refer to Specification.

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Security required pursuant to Clause 54.1	
Bond	No
Parent company guarantee	No
Application for payment dates	Please refer to Schedule 2 (Payment).
Interest Rate pursuant to Clause 21	2% above the Bank of England base rate

SCHEDULE 2: PAYMENT

PART A: PRICING PREAMBLE

1 Target Cost

1.1 This Schedule 2 (Payment) is comprised of:

- (A) **Part A:** Pricing Preamble
- (B) **Part B:** Schedule of Defined Cost Components
- (C) **Part C:** Target Cost and Other Pricing Information, which is made up of the following matrices:
 - (1) Summary (including the Target Cost);
 - (2) Matrix 1: Maintenance Operatives, Sub-Contractors, Plant, Equipment and Materials - Contract Master Sheet (this is a component of the Target Cost);
 - (3) Matrix 1.1 to Matrix 1.7: Delivery Unit Breakdown;
 - (4) Matrix 2: Core Team (this is a component of the Target Cost);
 - (5) Matrix 3: Additional Works Rates;
 - (6) Matrix 4: Discounts for multiple Bundles/Lots (if applicable); and
- (D) **Part D:** Price Adjustment for Inflation
- (E) **Part E:** Audit Plan
- (F) **Part F:** Not Used
- (G) **Part G:** TfL Business Areas and Delivery Units

.2 The Defined Cost shall be in £ sterling, shall exclude VAT and shall be calculated using the rates set out in Matrices 1 and 2. Such rates, together with the Fee, shall be inclusive of all costs and expenses (including, but not limited to, labour, materials, equipment, profit, overhead and travel time) of whatsoever nature and howsoever incurred by the Supplier in consideration of the provision of the Services and the performance of the Supplier's obligations in accordance with the Contract, including as detailed in this Schedule 2 (Payment).

1.3 The Supplier shall raise separate Payment Applications in respect of the Services delivered to each Delivery Unit (as defined in Part G of this Schedule 2), as listed below:

- (A) JNP Stations - Matrix 1.1;
- (B) BCV/SSL Stations - Matrix 1.2; and
- (C) Operational Support – Matrix 1.3, 1.4, 1.5, 1.6 and 1.7.

As such, the rights and obligations set out in Clause 18 (Certification and Payment) of the Contract shall apply in full and operate in parallel for each of the Delivery Units listed above.

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- 1.4 Following 24 June 2018, the Target Cost shall be indexed in accordance with Part D (Price Adjustment for Inflation) of this Schedule 2 (Payment).
- 1.5 Defined Cost arising from variations made in accordance with Schedule 6 Part A (Contract Variation Procedure) to the Contract shall be calculated using the rates set out in Matrix 1 (Maintenance Operatives, Sub-Contractors, Plant, Equipment and Materials - Contract Master Sheet), Matrix 2 (Core Team) and Matrix 5 (Location Breakdown).
- 1.6 The Additional Works Rates referred to in Schedule 6 Part B (Additional Works) to the Contract shall be calculated using the rates set out in Matrix 3 (Additional Works Rates).
- 1.7 Bank Holidays, Public Holidays and leap years have been accounted for in the Target Cost and so no further adjustment to the Target Cost to take account of such days is required.
- 1.8 "Maintenance Operatives" means those of the Supplier Personnel set out in Appendix 1 to this Schedule 2 (Payment).
- .9 The "Core Team" means those of the Supplier Personnel set out in Appendix 2 to this Schedule 2 (Payment).
- 1.10 The percentage to be applied to the total amount of Defined Cost as referred to in the definition of "Fee" is [REDACTED].

PART B: SCHEDULE OF DEFINED COST COMPONENTS

1. Maintenance Operatives and Core Team

1.1 The following components for the cost of:

- (A) Maintenance Operatives and Core Team members who are directly employed by the Supplier and whose normal place of working is within the Sites;
- (B) Maintenance Operatives and Core Team members who are directly employed by the Supplier and whose normal place of working is not within the Sites but who are working in the Sites for a period of not less than one week;
- (C) Maintenance Operatives and Core Team members who are not directly employed by the Supplier but are paid by the Supplier according to the time worked while they are within the Sites;
- (D) wages and salaries and amounts paid by the Supplier for Maintenance Operatives and Core Team members paid in accordance with the time worked within the Sites;
- (E) payments to Maintenance Operatives and Core Team members in respect of:
 - (1) bonuses and incentives;
 - (2) overtime;
 - (3) working in special circumstances (only applicable for working at heights, working in exposed conditions, trade supplements, plus rates, shift allowance, tool allowance, local allowance, food allowance);
 - (4) special allowances (only applicable for working at heights, working in exposed conditions, trade supplements, plus rates, shift allowance, tool allowance, local allowance, food allowance);
 - (5) absence due to sickness and holidays; and
 - (6) severance related to work on this Contract;
- (F) payments made to Maintenance Operatives and Core Team members in respect of:
 - (1) travelling to and from the Sites in the course of performing the Services;
 - (2) subsistence and lodging where operatives are required to stay overnight in order to perform the Services;
 - (3) relocation;
 - (4) medical examinations;
 - (5) passports and visas;
 - (6) protective clothing;
 - (7) hand tools and equipment;

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- (8) complying with Applicable Laws;
- (9) superannuation and life assurance (only applicable for taxes in respect of employees, National Insurance contributions, payment under employment law, levies for industrial training (if required by law)) and medical insurance relating to Maintenance Operatives and Core Team members in the performance of the Services;
- (10) death benefit;
- (11) occupational accident benefits; and
- (12) medical aid.

2. Plant and Equipment

- 2.1 The following component for the cost of usage of the Supplier's equipment used within the Sites:
 - (A) amounts for Supplier's equipment are the rates stated in Part C (Matrix 1) of this Schedule 2 (Payment), multiplied by the time for which the Supplier's equipment is required.
- 2.2 The time required is expressed in Working Days, weeks or Periods. For idle and standby time, the following times shall be deducted:
 - (A) the first half Working Day for items paid at a daily rate;
 - (B) the first third of a week for items paid at a weekly rate; and
 - (C) the first quarter of a Period for items paid at a Period rate.
- 2.3 The rates are inclusive of the cost of:
 - (A) transporting the Supplier's equipment to and from the Sites;
 - (B) erecting and dismantling the Supplier's equipment; and
 - (C) maintaining the Supplier's equipment.
- 2.4 The rates are inclusive of the purchase price (or any replacement cost) and the hire charge for the Supplier's equipment.

3. Materials and Charges

- 3.1 The following components for the cost of materials:
 - (A) Payments:
 - (1) for delivery to Site of materials and consumables;
 - (2) for providing and removing packaging;
 - (3) for samples and tests;
 - (4) to utilities for the provision and use of water, gas, electricity and other services

(where these services are not provided by the Company);

- (5) to public authorities, utilities and other properly constituted authorities of charges which they are authorised to make in respect of the Services and where such charges are not paid directly by the Company; and
- (6) for accommodation and rest rooms, including associated servicing costs where such facilities are not provided by the Company and the Company has instructed the Supplier to provide such facilities.

4. Sub-Contractors

The component for cost of Sub-Contractors is the invoice cost of work which is sub-contracted net of all trade discounts.

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PART C: TARGET COST AND OTHER PRICING INFORMATION

Schedule 2 Part C is the document titled Lot 3.2 (Premises & Fabric) - Schedule 2 - Part C - Target Cost and Other Pricing Information and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM)

PART D: PRICE ADJUSTMENT FOR INFLATION

1. Definitions

For the purposes of this Schedule 2 Part D (Price Adjustment for Inflation), the following terms have the following meanings:

- 1.1 the "Base Date" used in the calculation of the Price Adjustment Factors is 31st December 2016;
- 1.2 the Base Date Index ("**B**") is the latest available Index before the base date;
- 1.2 the Latest Index ("**L**") is the latest available Index at the Adjustment Date;
- 1.3 the "Adjustment Date" is the date defined in the table set out in paragraph 3 below;
- 1.4 the "Price Adjustment Factor" is $(L-B)/B$ expressed as a percentage + 100% for the Index linked to it and may be negative; and
- 1.5 the "Index" is the Consumer Price Index ("CPI") published by the Office for National Statistics.

2. Price Adjustment Factors

- 2.1 If an Index is changed after it has been used in calculating a Price Adjustment Factor but before the next Adjustment Date, the calculation is repeated and a correction made.
- 2.2 If any of the indices referred to in the Index ceases to be published, the parties shall use such alternative index or publication or information which produces the same, or as nearly as possible the same, result. If the reference date used in the compilation of any such alternative index, publication or information shall change, the figure taken to be shown in such index, publication or information shall be the figure which would have been shown in the index or information if the original reference date had been retained.
- 2.3 If there has been a material change in the basis of information from which the Index is compiled which produces a significant change to the indexation provisions contained in the Contract, or it becomes impossible (by reason or any change after the date hereof in the method used to compile any such Index or information or for any other reason, whatever) to calculate the amounts due by reference to any such Index or information or any alternatives thereto, the parties shall use such alternative method of indexation under the Contract as a basis for the making of subsequent payments under the Contract as most closely reflects the intent of the Index or information in question.
- 2.4 If any Dispute shall arise between the Parties as to the construction or effect of paragraphs 1 to 2 of this Schedule 2 Part D (Price Adjustment for Inflation) or as to the calculation of any sum calculated in accordance with the provisions of paragraphs 1 to 3 of this Schedule 2 Part D (Price Adjustment for Inflation), the matter may be referred by either party for resolution under the dispute resolution procedure set out in Schedule 14 (Dispute Resolution Procedure) of the Contract.

3 Time of calculation

Target Cost, Target Cost Breakdown and the Additional Works Rates shall be adjusted annually for inflation in accordance with this Schedule 2 Part D (Price Adjustment for Inflation) by multiplying them by the relevant Price Adjustment Factor. Adjustments shall take effect on 24 June 2018 and thereafter at the commencement of Period 4 of each Financial Year using the Price Adjustment Factor applicable at the Adjustment Date identified below:

Item	Adjustment Dates
Applicable elements of Target Cost and Target Cost Breakdown as listed in Schedule 2 Part C (Summary tab - table in Part B) (Target Cost – per year) and Matrix 1 and Additional Works Rates as listed in Schedule 2 Part C (Matrix 3)	1 April 2018 and annually thereafter

PART E: AUDIT PLAN

CONTENTS

Section A	-	The Audit Plan - General
Section B	-	Maintenance Operatives and Core Team
Section C	-	Equipment
Section D	-	Materials
Section E	-	Sub-contractors

Section A

The Audit Plan – General

A.1 Introduction

This plan (the “Audit Plan”) has been produced to audit the Defined Costs for the Services. Clause 18 (Certification and Payment) of the Contract provides that the Supplier is paid the Price for Services Provided to Date plus other amounts to be paid to the Supplier less amounts to be paid by or retained from the Supplier.

This Audit Plan is designed to demonstrate that the assessment of the Defined Cost has been completed in accordance with the provisions of Clause 18 (Certification and Payment) and this Schedule 2 (Payment) and satisfy the requirements of third party or external auditors.

The Company, the Company’s Representative and the Supplier are jointly committed to ensuring the control of Defined Cost.

The Audit Plan shall also apply to any adjustments made to the Target Cost and/or Defined Cost as a result of a variation pursuant to Schedule 6 Part A (Contract Variation Procedure) of the Contract.

Within four (4) weeks of the Commencement Date the Supplier will submit to the Company for the Company’s approval a draft audit compliance plan which will set out how the Supplier proposes to comply with this Schedule 2 Part E (Audit Plan) and include details of: (i) how the Supplier will substantiate and provide evidence of the Defined Cost and Defined Cost Components; and (ii) how it will substantiate its Payment Applications, including what supporting documents will be provided and how the amounts due will be assessed.

The Company may comment on and propose amendments to any draft audit compliance plan, and the Supplier will revise such draft audit compliance plan to take account of such comments and amendments and resubmit such revised draft audit compliance plan to the Company within five (5) Working Days of receipt such comments and proposed amendments. The Company may comment on and propose amendments to each draft audit compliance plan submitted by the Supplier, and the Supplier shall revise and resubmit each such revised draft audit compliance plan, in accordance with this paragraph.

If the Company is satisfied with a draft audit compliance plan it will notify the Supplier that this is the approved audit compliance plan (such approved audit compliance plan, the “Audit Compliance Plan”). The Supplier shall implement and comply with the Audit Compliance Plan. Notwithstanding such implementation and compliance the Company may require further or more detailed information in respect of any matter to which the Audit Plan or the Audit

Compliance Plan applies if it or any third party or external auditors considers this necessary to verify any such matter in any respect and the Supplier shall provide such information. The Audit Compliance Plan may only be subsequently amended with the Company's prior written approval.

A.2 Basis of Audit Plan and Procedures

This procedure is devised on the basis that there is a joint commitment towards minimising costs due to the Target Cost and incentive schemes incorporated within the Contract. With the joint incentive to minimise the cost, it is proposed relatively uncomplicated audit procedures can be adopted. This Audit Plan avoids the need for auditing all costs and endeavours to minimise cost of implementing the procedures.

There is a need for a number of audit procedures to be established to meet the audit objectives and also to satisfy the requirements of third party or external auditors.

The Audit Plan has been established to review administration and management procedures that are in place to manage the costs.

A.3 Main Audit Objectives

The intention of the Audit Plan is to allow an auditor appointed by the Company's Representative to provide a report for each Period based on a systematic analysis of the records of Defined Cost. This Audit Plan is intended to provide the Company with the maximum confidence in the accuracy of the Defined Cost paid whilst employing the minimum practical resource to implement the procedures.

The Audit Plan is divided into four key audit task sections:

- Maintenance Operatives and Core Team;
- Equipment;
- Materials; and
- Sub-contractors.

A.4 Reporting

The auditor, as a result of carrying out the audit, shall generate a number of reports/comments. A pro-forma "Audit Comment Sheet" is set out in Appendix 1 of this section A.

The reports shall highlight anomalies as well as items that need further action, however, the auditor shall, when requested, use their professional experience to provide comments/recommendations for consideration by others, which are intended to assist in the management of the Contract.

A.5 Audit Report

Each section refers to the issue of an audit report which is closed out when it has been signed-off by a number of personnel.

Recommendations contained in audit reports shall provide direction to the audit tasks for subsequent Period audits.

The Audit Plan shall be reviewed by the auditor on a regular basis. Objectives and procedures shall be scrutinised by the auditor and comments and observations shall be welcomed, and a further audit section is included which shall allow comments to be recorded and amendments to be made to the Audit Plan itself.

Comments and proposals to amend the Audit Plan shall be discussed and agreed by the Company's Representative and the Supplier.

A.6 Goals

Each Period the auditor shall set the "goals" of the Audit Plan for the next Period. This shall be based upon:

- Meeting the main audit objectives;
- Recommendations/comments arising from previous Period audit reports; and
- total workload levels for the Period.

A.7 Cost Accounting

The Supplier shall use its cost accounting system in conjunction with payroll records and Schedule 2 (Payment) to record, collect and establish Defined Costs for the Contract.

The Supplier shall set up specific cost centres, maintenance contracts, Contract numbers and service orders on the system which shall allow the collection of costs into the correct areas for both renewal works and maintenance.

Timesheets shall be completed by all Supplier Personnel, which shall accurately record the work carried out.

All invoices and timesheets shall be properly coded to cost centres, the Contract and financial codes so that costs are accurately recorded.

The system shall operate on a "real time" basis so that it can be interrogated at any time.

Financial codes shall be raised under each cost centre to collect sub-contract and material costs and also in order to identify and separate allowed and Disallowed Cost.

Financial coding in the system shall also be used to record labour and equipment, including for

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the identification and separation of allowed and disallowed resource.

The cost of Supplier Personnel shall be calculated by factoring durations recorded in the system by wage payment details retrieved from the payroll system.

The cost of equipment shall be calculated by cross referencing Site records against invoices recorded in the system by the rates for equipment identified in Schedule 2 (Payment).

Hard copies of invoices shall be filed in an electronic archive. Goods and services are receipted electronically and the record is held on the Supplier's system and shall be made available for audit purposes.

A vesting certificate shall be prepared by the Supplier for the items held off Site and for which payment is being sought. Payment Applications shall be accompanied by the vesting certificate and the materials shall be made available for inspection.

Defined Cost, recorded on a series of Excel spread sheets (as set out in Part C of Schedule 2 (Payment)), shall be calculated for each Payment Application in accordance with clause 18 (Certification and Payment) of the Contract using the template provided by the Company at the Services Commencement Date.

A.8 Amendments to Audit Plan

The Audit Plan is divided into four (4) sections. These are drafted to enable each section to be self-contained and therefore general information is included within each section.

The Audit Plan shall be given a new revision letter upon amendment.

A.9 Definitions

For the purposes of the Audit Plan the following definitions shall have the following meanings:

"Equipment Audit Report" means a record of the audit of the costs of Equipment which is required by the Supplier to deliver the Services and comply with the Supplier's obligations under this Contract and which is identified as a separate Delivery Unit-specific cost element of the Target Cost.

"Materials Audit Report" means a record of the audit of the costs of Materials which are required by the Supplier to deliver the Services and comply with the Supplier's obligations under this Contract and which are identified as separate Delivery Unit-specific cost elements of the Target Cost.

"Sub-contractor Audit Report" means a record of the audit of the costs of sub-contracts which are required by the Supplier to deliver the Services and comply with the Supplier's obligations under this Contract and which are identified as separate Delivery Unit-specific cost elements of the Target Cost.

Section A: Appendix 1 - Audit Comment Sheet

AUDIT COMMENT SHEET

Contract Title:

ACS Reference No.:<Contract Ref. / ACS / ***>

Company's Representative

Supplier:

Details of Audit:

< Description of audit to be carried out >

Date of Audit:< Insert Date >

Auditor:< Insert Name >

Audit Findings:

Auditor _____Date _____

Copies to:

Section B

Maintenance Operatives and Core Team

For the purposes of this procedure, Defined Cost relating to Maintenance Operatives and Core Team is described in Schedule 2 (Payment) Part B (Schedule of Defined Cost Components) paragraph 1 (Maintenance Operatives and Core Team) of the Contract.

B.1 Audit Objectives

B1.1 Examination of individual payslips of persons who are paid in full (or in part) on a time basis to verify:

- rates of pay are in accordance with conditions of employment;
- payslips relate to labour and staff allocation/timesheets; and
- payments relate to work executed on this Contract.

B1.2 Examination of individual payslips of persons paid in full (or in part) on a productivity basis to verify:

- payslips tie up with weekly payroll summary provided by the Supplier; and
- productivity payments tie up with productivity records.

B1.3 Examination of average Maintenance Operatives and Core Team costs to:

- ensure Maintenance Operatives and Core Team cost reviews have been held at the prescribed dates;
- payment records for individuals carried to a single employment category; and
- payment records used only for individuals employed in the category at the date of Maintenance Operatives and Core Team cost review.

B1.4 Spot check on overall labour costs to:

- compare costing records against actual pay records provided by the Supplier in order to verify hours worked on Site;
- compare payments made to the Supplier (using the hours derived from the accounting system) and the average Maintenance Operatives and Core Team costs;
- produce trend tables to show changes in costs and workforce levels; and
- ensure that Disallowed Costs have not been included in payments.

B.2 Procedures

B.2.1 Generally

- B2.1.1. The auditor shall be supplied with or given access to all information necessary for compliance with the procedures contained within this Audit Plan.
- B.2.1.2 Due to the number of persons working on the Sites and the nature of the Contract, it is impractical to check the pay records of each person employed by the Supplier under the Contract. The audit, therefore, must be based on a selective cross section that is representative of the Defined Cost incurred.
- B.2.1.3 Supplier Personnel shall complete weekly timesheets to accurately record work carried out.
- B.2.1.4 Timesheet data shall be posted to the Supplier's accounting and payroll systems in accordance with the Supplier's normal procedures.
- B.2.1.5 The Supplier shall maintain a schedule of staff included in the Fee.
- B.2.1.6 The Maintenance Operatives and Core Team records shall be checked to ensure that none of the individuals included in the assessed amount of Maintenance Operatives and Core Team are listed on the schedule of staff included in the Fee.
- B.2.1.7 Payroll records shall be maintained to collect actual job specific wages/salary and employment costs.

At the Services Commencement Date and on 1st of April in each Contract Year thereafter, the Supplier and the Company shall jointly undertake a Maintenance Operatives and Core Team cost review.

At each Maintenance Operatives and Core Team cost review, the Supplier's wage and payroll records for the calendar year foregone shall be jointly examined and, an agreed average Maintenance Operatives and Core Team cost for each category of the Supplier's employees shall be determined from "first principle".

For the avoidance of doubt the "first principle" is the method contained in Schedule 2 (Payment) Part B (Schedule of Defined Cost Components) under the definition of Maintenance Operatives and Core Team costs (to be determined) at paragraph 1. The agreed average Maintenance Operatives and Core Team cost shall include only those components of cost referred therein.

Calculation of the average Maintenance Operatives and Core Team costs shall be determined for each employee category by the use of payment records for individuals having been employed, in providing the Services for the Contract, in that

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category.

Records of payment shall only be selected for those individuals employed by the Supplier at the date of Maintenance Operatives and Core Team cost review and they must only be considered in respect of the period of current employment in that category.

At the Services Commencement Date, records of payments to those individuals anticipated to be employed in providing the Services shall be used to determine the average Maintenance Operatives and Core Team costs for the remainder of that Contract Year.

At each Maintenance Operatives and Core Team cost review, payments to an individual shall be used for the calculation of average Maintenance Operatives and Core Team cost in no more than one employee category.

The average Maintenance Operatives and Core Team costs shall be applied in the calculation of Defined Cost for Maintenance Operatives and Core Team until the date of next Maintenance Operatives and Core Team cost review.

B.2.1.8 The hours booked within the Supplier's accounting system and the costs derived from the payroll records shall be included in summary in the excel spread sheets set out in Schedule 2 (Payment) Part C (Target Cost and Other Pricing Information) for application for payment.

B2.2 Audit Objective B.1.1 & B.1.2

B.2.2.1 The auditor shall determine the time periods to be audited and select 10 names (or varying number as may be determined from time to time by the auditor) from the list of names of Maintenance Operatives and Core Team employed on the Site.

B.2.2.2 The auditor shall determine and record the basis of selection.

B.2.2.3 The auditor shall inspect their allocation sheets/timesheets to ensure there are no discrepancies. The rates included in assessment of payment shall be checked against the average Maintenance Operatives and Core Team costs.

B.2.2.4 Any overtime payments or travelling and subsistence payments are also checked for accuracy against the basis for calculation of such payment provided by the Supplier.

B.2.2.5 Payslips are also compared with weekly payroll summaries.

B2.3 Audit Objective B.1.3

B2.3.1 The auditor determines the time period to be audited and how regularly calculations

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are to be made and uses the total Defined Cost of Maintenance Operatives and Core Team:

- to check the average Maintenance Operatives and Core Team costs supplied by the Supplier;
- to calculate the average hourly cost during the period and enter onto a 'trend' chart;
- to calculate the total numbers of persons employed and enter onto a 'trend' chart; and
- to check to ensure any Disallowed Costs have not been paid.

B2.4 Audit Objective B.1.4

B2.4.1 The auditor determines how regularly spot checks are to be made and the sample size:

- to check the accuracy of the Defined Cost of Maintenance Operatives and Core Team;
- to check the accuracy of the Supplier's time recording systems; and
- to produce trend tables to show worsening or improvements in accuracy.

B.3 Audit Records

B3.1 Generally

B3.1.1 Full audit records of Maintenance Operatives and Core Team shall be kept and filed in accordance with this procedure.

B3.1.2 It is anticipated that the Maintenance Operatives and Core Team "Trend" tables referred to in section B3.4 below, as well as the Maintenance Operatives and Core Team audit reports, shall be of use both to the auditor and the Company's Representative.

B3.2 Maintenance Operatives and Core Team audit report

B3.2.1 The auditor shall issue a Maintenance Operatives and Core Team audit report to the Company's Representative for each Period. It shall identify positive findings as well as items needing further action and consideration.

B3.2.2 The Maintenance Operatives and Core Team audit report shall not be deemed completed until it has been signed off by:

- the auditor;

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- the Company's Representative or his authorised representative; and
- the Supplier's Representative or his authorised representative.

B3.3 Maintenance Operatives and Core Team record of audit

B3.3.1 The record of audit is prepared by the auditor to record all tasks undertaken since the cut-off date of the previous Maintenance Operatives and Core Team audit report. It is retained by the auditor for review by the Company's Representative and third party or external auditors.

B3.3.2 The record of audit shall summarise the records examined during the Period and it shall note the following:

- Period;
- basis of selection;
- names of Maintenance Operatives and Core Team records audited;
- payroll numbers;
- grade of labour and work location;
- that the individuals carried to Defined Cost are not included in the schedule of staff included in the Fee;
- if allocation sheets/timesheet records are consistent; and
- if payslips tie up with weekly payroll records.

B3.3.3 The record of audit shall be signed off by the auditor as a true record and forms the basis of the Maintenance Operatives and Core Team audit report.

B3.4 Trend Tables

The Trend Table(s) (which shall include the following) shall supplement the record of audit:

- wage bill for current and previous Periods;
- average labour cost per man for this Period and previous Periods; and
- number of persons employed during this Period and previous Periods.

B3.5 Filing

A file shall be established entitled "TFL-00926 - 1FM Bundle 3 Lot 2 - Fabric and Premises Maintenance (Rail) - Maintenance Operatives and Core Team Audit Records".

B3.6 Timescales

The auditor shall initially carry out an Audit within three (3) months of the Services Commencement Date. Subsequent audits shall be carried out for each Period.

B.4 Information to be provided by the Supplier

In order to meet the audit objectives, the Supplier shall be required to make available for inspection information including, but not limited to, the following:

- weekly payroll build-up;
- payslips;
- allocation sheets;
- schedule of Supplier Personnel included in the Fee;
- productivity records;
- grading of Supplier Personnel; and
- agreed rates of pay and basis of agreement.

Section C

Equipment

For the purposes of this procedure, Defined Cost relating to equipment is described in Schedule 2 (Payment) Part B (Schedule of Defined Cost Components), paragraph 2 (Plant and Equipment) of the Contract.

C.1 Audit Objectives

The audit objectives are divided into two main areas to verify:

Pre-order

- orders or purchases are based upon accurate documentation and competitive prices.

Post-order

- equipment orders are properly administered and payments made relate to usage on this Contract.

C1.1 Pre-Order

C1.1.1 Confirm that requisitions and purchase orders identify the Period of hire and that requisitions have been authorised.

C1.2 Post Order

C1.2.1 Verify equipment deliveries are checked and align with orders.

C1.2.2 Check a procedure is in place to ensure equipment is off hired in a timely manner.

C1.2.3 Check that a procedure is place to ensure that contemporary Site records are kept of equipment employed (as distinct to present) in the Sites and that these are verified by the Company.

C1.2.4 Verify that Site records for usage of equipment align with payments made to the Supplier and that payments are made at the appropriate time and that any Disallowed Costs have been taken into account.

C1.2.5 Verify that the Supplier's cost is charged at the amount of invoice for the Period that the equipment is employed in the Sites

C.2 Procedures

C.2.1 Generally

C.2.1.1 The auditor shall be supplied with or given access to all information necessary for compliance with the procedures contained within this Audit Plan.

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C.2.1.2 Electronic requisitions and purchase orders shall be raised by the Supplier on the accounting system.

C.2.1.3 Each order shall contain specific codes so that invoiced costs are allocated accurately against Target Cost sub divisions.

C.2.2 Audit Objectives C.1.1.1, C.1.2.1 & C.1.2.6

C.2.2.1 The auditor shall review a list of equipment orders placed.

C.2.2.2 The auditor shall select orders and view documentation and resultant reports and recommendations, spot check that where possible competitive prices have been received and that costs incurred relate to this Contract.

C.2.3 Audit Objective C.1.2.2

C.2.3.1 The auditor shall select orders at random and view requisitions relating thereto.

C.2.3.2 The auditor shall carry out spot checks to verify:

- requisitions have been approved in accordance with the Supplier's relevant procedure; and
- requisitions and equipment orders identify the estimated period of hire.

C.2.4 Audit Objectives C.1.2.1, C.1.2.2 & C.1.2.3

C.2.4.1 The auditor shall select orders at random and review relevant delivery notes to ascertain that equipment has been checked and received and is intended for use on this Contract.

C.2.4.2 The auditor shall select orders at random to carry out spot checks. These checks shall include checking that payments are compatible with deliveries, periods of hire and invoices received. That the correct rates have been used for calculation of payment due, all discounts are disclosed and that periods of additional hire are backed up by revised requisitions based on Site assessments.

C.2.5 Audit Objective C.1.2.4

C.2.5.1 The auditor shall carry out spot checks determine that procedures are in place to monitor the use/need for equipment and that equipment is being returned in a timely manner where it is being hired.

C.2.5.2 The auditor shall check requisition forms, electronic or otherwise, and compare these with monitoring procedures.

C.2.6 Audit Objectives C.1.2.5

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C.2.6.1 The auditor shall spot check that amounts certified by the Supplier align with total payments made in respect of equipment.

C.3 Audit Records

C.3.1 Generally

Full audit records of equipment shall be kept and filed in accordance with this procedure.

C.3.2 Equipment Audit Report

The auditor shall issue an Equipment Audit Report to the Company's Representative on a four (4) weekly basis. It shall identify positive findings as well as items needing further action and consideration.

The Equipment Audit Report shall not be deemed completed until it has been signed off by:

- the auditor;
- the Company's Representative or his authorised representative; and
- the Supplier's Representative or his authorised representative.

C.3.3 Equipment record of audit

C.3.3.1 The record of audit is prepared by the auditor to record all tasks undertaken since the cut-off date of the previous Equipment Audit Report. It is retained by the auditor for review by the Company's Representative and third party or external auditors.

C.3.3.2 The record of audit shall summarise the records examined during the period and it shall note-the following:

- Period;
- basis of selection;
- items of equipment audited;
- equipment identification numbers;
- if requisitions correlate with orders and invoices; and
- if procedures for hiring equipment have been operated in the Period.

C.3.3.3 The record of audit shall be signed off by the auditor as a true record and forms the basis of the Equipment Audit Report.

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C.3.4 Filing

A file shall be established entitled with the “TFL-00926 - 1FM Bundle 3 Lot 2 - Fabric and Premises Maintenance (Rail) – Equipment Audit Records”.

C.3.5 Timescales

The auditor shall initially carry out an audit within three (3) months of the Services Commencement Date.

Subsequent audits shall be carried out for each Period.

C.4 Information to be provided by the Supplier

In order to meet these objectives, the Supplier shall provide all necessary information including, but not limited to, the following:

- list of orders raised and estimated values;
- summary of payments made in the Period;
- quotations from suppliers;
- access to invoices and delivery note records;
- schedule of total equipment on Site;
- assessments/recommendations carried out by the Supplier prior to placing orders; and
- Site assessment of schedules of equipment.

Section D

Materials

For the purposes of this procedure, Defined Cost relating to materials is described in Schedule 2 (Payment) Part B (Schedule of Defined Cost Components), paragraph 3 (Materials and Charges) of the Contract.

D.1 Audit Objectives

The audit objectives are divided into two main areas to verify:

Pre-order

- orders are based upon accurate documentation and competitive prices are obtained.

Post-order

- that materials orders are properly administered and that payments are accurate and timely.

D.1.1 Pre-order

D.1.1.1 Confirm that where possible competitive prices are obtained for the purchase of materials.

D.1.1.2 Confirm orders are, where applicable, based upon a reasonable assessment of quantities required.

D.1.1.3 Confirm a maximum order value based upon required quantities is ascertained and recorded.

D.1.1.4 Confirm orders detail payment periods and terms.

D.1.1.5 Confirm the final location of materials can be identified from the order and requisition.

D.1.1.6 Confirm details on orders match those on the requisition raising the order.

D.1.2 Post Order

D.1.2.1 Verify payments made are based upon materials delivered and agreed rates and payments exclude any Disallowed Cost.

D.1.2.2 Verify material delivery notes are being accurately checked.

D.1.2.3 Verify total delivery of materials corresponds with orders.

D.1.2.4 Confirm payments made for materials align with payments made to Supplier for

same purpose and payments are made at the appropriate time.

D.1.2.5 All payments for materials held outside the Sites are accompanied by a vesting certificate providing indemnity to the Company against proof of ownership.

D.2 Procedures

D.2.1 Generally

D.2.1.1 The auditor shall be supplied with or given access to all information necessary for compliance with the procedures contained within this Audit Plan.

D.2.1.2 Electronic requisitions and purchase orders shall be raised by the Supplier on the accounting system.

D.2.1.3 Each order shall contain specific codes so that invoiced costs are allocated accurately against each Target Cost sub division.

D.2.2 Audit Objectives D.1.1.1 & D.1.1.5

D.2.2.1 The auditor shall select orders and view requisitions and purchase orders indents and verify competitive prices have been received and that the location for materials can be ascertained.

D.2.2.2 The basis of selection shall be recorded.

D.2.3 Audit Objective D.1.1.2

D.2.3.1 The auditor shall select an order at random and review quantities against ascertained required quantities.

D.2.3.2 The auditor shall carry out spot checks to determine that:

- latest specifications have been used; and
- quantities have been used as the basis for enquiries and are in alignment with ascertained required quantities.

D.2.4 Audit Objective D.1.1.3

D.2.4.1 The auditor shall carry out spot checks to verify that maximum prices recorded coincide with quotes received.

D.2.5 Audit Objective D.1.1.4

D.2.5.1 The auditor shall carry out spot checks on selected enquiries and orders to determine whether payment terms/payment periods are recorded and reasonable.

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D.2.6 Audit Objective D.1.1.5 and D.1.1.6

D.2.6.1 The auditor shall carry out spot checks on selected orders to determine whether requisition details match those on orders.

D.2.7 Audit Objectives D.1.2.1, D.1.2.2 & D.1.2.3

D.2.7.1 The auditor shall select orders and request access to delivery notes and invoices and shall carry out spot checks using selected delivery notes to ascertain that materials have been received and checked and that reconciliation has been carried out against the order.

D.2.7.2 The auditor shall select orders to carry out spot checks that payments made are consistent with actual deliveries made and that correct rates have been used for this purpose, and that all discounts are disclosed.

D.2.8 Audit Objective D.1.2.4

D.2.8.1 The auditor shall carry out spot checks that amounts certified by the Company for payment align with total payments made.

D.2.9 Audit Objective D.1.2.5

D.2.9.1 The auditor shall carry out spot checks that the amounts for materials held off Site are certified as vested for this Contract.

D.3 Audit Records

D.3.1 Generally

D.3.1.1 Full audit records of materials shall be kept and filed in accordance with this procedure.

D.3.2 Materials Audit Report

D.3.2.1 The auditor shall issue a Materials Audit Report to the Company's Representative on a four (4) weekly basis. It shall identify positive findings as well as items needing further action and consideration.

D.3.2.2 The Materials Audit Report shall not be deemed completed until it has been signed off by:

- the auditor;
- the Company's Representative or his authorised representative; and
- the Supplier's Representative or his authorised representative.

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D.3.3 Materials record of audit

D.3.3.1 The record of audit is prepared by the auditor to record all tasks undertaken since the cut-off date of the previous Materials Audit Report. It is retained by the auditor for review by the Company and third party or external auditors.

D.3.3.2 The record of audit shall summarise the records examined during the period and it shall note-the following:

- Period;
- basis of selection;
- items of materials audited; and
- if requisitions correlate with orders and invoices.

D.3.3.3 The record of audit shall be signed off by the auditor as a true record and forms the basis of the Materials Audit Report.

D.3.4 Filing

D.3.4.1 A file shall be established entitled with the "TFL-00926 - 1FM Bundle 3 Lot 2 - Fabric and Premises Maintenance (Rail) – Material Audit Records".

D.3.5 Timescales

D.3.5.1 The auditor shall initially carry out an audit within three (3) months of the Services Commencement Date.

D.3.5.2 Subsequent audits shall be carried out for each Period.

D.4 Information to be provided by the Supplier

In order to meet these objectives, the Supplier shall provide all necessary information including, but not limited to, the following:

- materials requisitions;
- list of orders raised and values of orders;
- vesting certificates;
- register of delivery notes for the period and access to invoices and records; and
- invoices received.

Section E

Sub-contractors

Defined Cost in respect of Sub-Contractors is defined in Schedule 2 (Payment) Part B (Schedule of Defined Cost Components), paragraph 4 (Sub-Contractors).

E.1 Audit Objectives

The sub-contractor audit objectives are divided into (1) Pre Award and (2) Post Award tasks to verify that:

Pre Award

- Sub-contract tender documentation is accurate;
- contractually fair and reasonable;
- competitive prices are obtained;
- Sub-contracts are fairly awarded; and
- Sub-contracts are not awarded to organisations within the Supplier's group, i.e. subsidiaries, owned or part owned companies.

Post Award

- Sub-contracts are properly administered;
- interim payments made to sub-contractors are fair and reasonable;
- final accounts are completed;
- pricing remains competitive; and
- payments in respect of sub-contract labour relate to timesheets verified on Site by the Supplier's supervisor.

E.1.1 Pre-Award

When requested by the Company's Representative, the audit shall be undertaken to:

- E.1.1.1 Confirm compilation of proposed sub-contract tender list is in accordance with the Supplier's Contractual obligations and includes sub-contractors who are included on its approved list of tenderers. The approved list of tenderers shall in no event include sub-contractors from within the Supplier's group without the written approval of the Company.

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E.1.1.2 Verify:

- consistency in contractual terms between the various sub-contract tenders issued for this Contract;
- tender enquiries are based on current specification documents;
- terms and conditions are fair and reasonable, take cognisance of the main contract conditions and comply with current legislation regarding sub-contracts; and
- reasonable price breakdowns have been requested.

E.1.1.3 Confirm that sub-contract tender enquiries are competitively sought or determine reasons for single tender action.

E.1.1.4 Confirm that sub-contract tenders are sent out and received back.

E.1.1.5 Confirm that tenders are being sought at an appropriate time and that tender periods are reasonable.

E.1.1.6 Confirm that tender returns are compared reasonably and that tender qualifications are withdrawn as far as possible.

E.1.1.7 Confirm that tenders have been fairly assessed and that the lowest price has generally been accepted (taking cognisance of any outstanding qualifications).

E.1.1.8 Confirm that there is full disclosure of discounts.

E.1.1.9 Confirm that the tender to be accepted has a reasonable breakdown of prices to facilitate evaluation of variations.

E.1.1.10 Confirm that the tenders are awarded on the basis of latest information.

E.1.1.11 Purchase orders shall be placed for Sub-Contracts and formal Sub-Contract documentation shall be completed.

E.1.2 Post Award

The audit shall be undertaken to verify:

E.1.2.1 Changes to the sub-contract are being instructed properly in a timely manner and procedures are in place to ensure that sub-contractors have the latest specification issued by the Company's Representative.

E.1.2.2 Payments made to sub-contractors are based upon:

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- work done and/or materials on-Site or off-Site;
- sub-contract rates and prices;
- reasonable rates and prices (in respect of variations where sub-contract rates and prices do not apply).

E.1.2.3 All payments for materials held outside the Sites are accompanied by a vesting certificate providing indemnity to the Company against proof of ownership.

E.1.2.4 All payments prepared by the Supplier are for work carried out or for materials supplied for this Contract and do not include Disallowed Cost.

E.1.2.5 That payments made to sub-contractors align with payments made to the Supplier for the same purpose.

E.1.2.6 That periodic market reviews are undertaken to ensure that sub-contract prices remain competitive.

E.1.2.7 That in respect of sub-contract labour, operatives have completed weekly timesheets and that these have been verified by the Supplier's Representative to accurately record their time expended on the Contract.

E.1.2.8 That periodic reviews are undertaken to ensure that, in any period, amounts of invoice in respect of payments for sub-contracted labour do not exceed 12% of the Defined Cost of Maintenance Operatives and Core Team.

E.2 Procedures

E.2.1 Generally

The auditor shall be supplied with or given access to all information necessary for compliance with the procedures contained within this Audit Plan.

E.2.2 Audit Objectives E.1.1.1 & E.1.1.3

E.2.2.1 For sub-contract enquiries issued on this Contract, the auditor shall have made available for inspection a signed off list of tenderers.

E.2.2.2 Reasons for single tender actions shall be provided.

E.2.3 Audit Objectives E.1.1.2, E.1.1.4 & E.1.1.5

E.2.3.1 For all sub-contract enquiries to be issued on this Contract, the auditor shall have made available for inspection a copy of the draft tender documentation. The auditor may undertake a spot check of the documentation at any time. The auditor shall verify that the tender documentation:

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- includes the latest specification by reference to document control records; and
- is consistent for all enquiries and main contractual terms are relevant and clear.

E.2.3.2 Any review by the auditor shall not be allowed to delay/affect the issuing of the enquiry documents.

E.2.3.3 The auditor shall be advised of any subsequently issued documents detailing:

- any amendments made to the draft tender documents or price; and
- amendments to be made but currently excluded and how they are to be incorporated in the future.

E.2.4 Audit Objectives E.1.1.6 to E.1.1.10

E.2.4.1 For all sub-contract enquiries to be issued on this Contract, the auditor shall receive an initial summary of the tender offers, together with a summary of any significant qualifications included therein.

E.2.4.2 The Supplier shall assess the tenders in more detail, endeavour to remove qualifications and shall make available for inspection by the auditor a copy of their recommendation together with their reconciliation of prices and outstanding qualifications.

E.2.4.3 The auditor may review documents at any time and provide any comments on the Supplier's recommendation to the Company's Representative.

E.2.5 Audit Objective E.1.2.1

E.2.5.1 When requested by the auditor, the Supplier shall provide a schedule listing all instructions issued to sub-contractors.

E.2.5.2 The auditor shall carry out random checks by comparison to the contract document control records.

E.2.6 Audit Objectives E.1.2.2, E.1.2.3 & E.1.2.4

E.2.6.1 The auditor shall carry out spot checks on payment certificates. When requested by the auditor, the Supplier shall provide a copy of the latest payment certificate together with a breakdown of the latest or previous valuations as may be necessary.

E.2.6.2 The auditor may request further support documentation such as:

- site notes/measurements;

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- measurements from drawings/final accounts;
- build-ups for new rates;
- copies of sub-contract documentation;
- vesting certificates;
- invoices;
- delivery tickets; and
- schedule of Disallowed Costs.

E.2.6.3 The auditor shall carry out spot checks to verify:

- rates or prices used are Contract rates or prices or compatible therewith;
- work has been executed in relation to this Contract;
- the value included for materials relates to materials on-Site for this Contract;
- the value for materials held outside the Sites are certified as vested for this Contract;
- the value of variations is identified; and
- consideration has been made for Disallowed Costs.

E.2.6.4 On completion of the draft final account, the auditor may review the final account and carry out spot checks as referred to above.

E.2.7 Audit Objectives E.1.2.5

E.2.7.1 The auditor shall carry out spot checks that payments made to the Supplier in respect of sub-contractors have also been made to the sub-contractors.

E.2.7.2 The Supplier's sub-contract payment authority shall be endorsed with details of the form of payment to the sub-contractor e.g. cheque number, date of payments etc.

E.2.8 Audit Objectives E.1.2.6

E.2.8.1 The auditor shall carry out spot checks that the Supplier:

- has reviewed prices contained within the sub-contract; and
- has satisfied himself that the prices, at the date of his review, remain competitive in comparison to alternative providers.

E.2.9 Audit Objectives E.1.2.7 and E.1.2.8

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- E.2.9.1 The auditor shall determine the time periods to be audited and select 10 names (or varying number as may be determined from time to time by the auditor) from the list of names of sub-contract individuals employed on the Site.
- E.2.9.2 The auditor shall determine and record the basis of selection.
- E.2.9.3 The auditor shall inspect their timesheets to ensure there they have been are no discrepancies and that it has been signed by the Supplier.
- E.2.9.4 Amounts of Invoice, cleared to pay shall be checked to ensure that invoiced hours are consistent with hours recorded on the weekly timesheets and to ensure that they do not include Disallowed Costs.
- E.2.9.5 Amounts of payment shall be checked to ensure they match the amount of cleared to pay invoices

E.3 Audit Records

E.3.1 Generally

Full audit records of sub-contractors shall be kept and filed in accordance with this procedure.

E.3.2 Sub-contractor Audit Report

The auditor shall issue a Sub-contractor Audit Report to the Company's Representative and Supplier for each Period. It shall identify positive findings as well as items needing further action and consideration.

The Sub-contractor Audit Report shall not be deemed completed until it has been signed off by:

- the auditor;
- the Company's Representative or his authorised representative; and
- the Supplier's Representative or his authorised representative.

E.3.3 Sub-contractor record of audit

The record of audit is prepared by the auditor to record all tasks undertaken since the cut-off date of the previous Sub-contractor Audit Report. It is retained by the auditor for review by the Company's Representative and third party or external auditors.

The record of audit shall be the back-up document to the Sub-contractor Audit Report.

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

E.3.4 Filing

A file shall be established entitled with the “TFL-00926 - 1FM Bundle 3 Lot 2 - Fabric and Premises Maintenance (Rail) – Sub-contractor Audit Records”.

E.3.5 Timescales

The auditor shall initially carry out an audit within three (3) months of the Services Commencement Date.

Subsequent audits shall be carried out for each Period.

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

PART F: NOT USED

PART G: TfL BUSINESS AREAS AND DELIVERY UNITS

- 1.1 “Delivery Unit” means the sub-divisions of TfL Business Areas identified in Schedule 12b (Performance Measurement Matrix) under the heading of Delivery Unit.
- 1.2 “TfL Business Area” means the subdivisions of TfL identified in Schedule 12b (Performance Measurement Matrix) under the heading of TfL Business Areas.

APPENDIX 1: MAINTENANCE OPERATIVES

Appendix 1: Maintenance Operatives is the document titled Lot 3.2 (Premises & Fabric) - Schedule 2 - Appendix 1 (Maintenance Operatives List) and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM)

APPENDIX 2: CORE TEAM

Appendix 2: Core Team is the document titled Lot 3.2 (Premises & Fabric) - Schedule 2 - Appendix 2 (Core Team List) and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM)

SCHEDULE 3: SPECIFICATION



TRANSPORT FOR LONDON PAN TFL FM PROCUREMENT

Fabric and Premises Maintenance (Rail) Specification Bundle 3 Lot 2

COMMERCIAL IN CONFIDENCE

(FINAL V9.0: 24 June 2016)



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Appendix A Service Matrix

Appendix B Reactive/Workbank Maintenance Performance Requirements Table

Appendix C Listed Station Data

Appendix D Gates and Barriers Maintenance Schedule

Appendix E Asset Reporting Requirements



1 SCOPE

1.1 General Scope of Services

The scope of services is planned & reactive premises and fabric maintenance including delivery of associated services.

1.2 Nature of the Sites in Scope

The Sites include but are not limited to:

- London Underground Stations;
- London Underground Depots;
- Lineside Buildings;
- Operational Accommodation;
- Trackside Accommodation;
- Leased Buildings;
- Offices;
- Workshops;
- Training centres;
- Stores;
- Power Buildings and sites (substations);
- Vent Shafts;
- Rail Engineering Works (REW); and
- Canteens.

1.3 TfL Business Areas and Delivery Units in Scope

The business and/or sub-business units of the Company covered under this Specification are as follows:

- London Underground Limited;
 - Stations & Lineside Buildings
 - Operational Facilities and Depots
 - Power
 - Rail Catering
 - Rail Engineering Works



2 GENERAL REQUIREMENTS

2.1 Account Management Team

- 2.1.1 The Supplier shall provide a team of suitably qualified and experienced Supplier Personnel able to deliver a cost effective service that meets the specified quality standards (the “Account Management Team”). The Account Management Team structure including roles and responsibilities is subject to agreement by the Company
- 2.1.2 The Supplier shall provide a level of Supplier Personnel supervision appropriate to the risk at all times for all Supplier Supplier Personnel engaged in delivery of the Services.
- 2.1.3 The Supplier’s Representative shall be available and contactable 24 hours per day, seven days a week, every day of the year.
- 2.1.4 The Company’s contract management structure and reporting requirements are detailed in Schedule 21 (Contract Management).

2.2 Security Vetting

- 2.2.1 Supplier Personnel requiring access to certain parts of the Sites shall be subject to security checks including but not limited to Metropolitan Police Service and British Transport Police clearance. Any such Sites where security checks are required are indicated in the individual business unit specifications and Access Schedule 5. Supplier Personnel working in these areas shall undergo a clearance procedure before working in these areas. Supplier Personnel without security clearance may enter these areas only if escorted at all times by a member of the Supplier Personnel who is security cleared and then only if the individual under supervision has a security clearance application submitted and pending. Any such supervision required will be provided at the Supplier’s cost
- 2.2.2 The Supplier shall provide sufficient numbers of security cleared Supplier Personnel to deliver the Services without disruption.
- 2.2.3 The Supplier shall provide details of security cleared Supplier Personnel to the Company and shall keep full records of all clearances and rejected clearances.
- 2.2.4 The Supplier shall be subject to and shall comply with British Airport Authority vetting and security clearance procedures when requiring access to any premises or assets within airport jurisdiction.
- 2.2.5 The Supplier Personnel shall be subject to basic Disclosure Scotland checks when requiring access to a sub-station environment, Long Acre Power Station and Greenwich Power Station. The Supplier shall be responsible for making the application, together with any associated costs.

2.3 Security Passes

- 2.3.1 Supplier Personnel shall wear a relevant security pass and/or Supplier pass at all times when on Company Sites. Where the Company does not provide such passes to the Supplier Personnel, the Supplier shall implement its own security pass arrangements that shall be approved by



the Company in advance. As a minimum, the Supplier provided security pass shall include the Supplier Personnel member's name, photograph and an expiry date. This requirement does not replace and is in addition to any specific Company entry permits issued as part of a training course which may be required for certain Company Sites. Company specific training requirements are more particularly defined in Section 3 (Skills and Qualifications) of this Specification.

2.4 Keys and Access

- 2.4.1 When required, keys and access cards (including other methods of controlled access) shall be provided to the Supplier and the Supplier shall be responsible for the safe keeping of such keys and access cards. The Supplier shall not manufacture duplicate keys and access cards under any circumstances. The Supplier shall return to the Company all keys and access cards that have been issued on completion of any specific section of works for which keys and access cards have been issued.
- 2.4.2 Should the Supplier lose any key or access card provided by the Company then immediately on discovery of the loss, the Supplier shall: -
- Notify the Company of the loss;
 - Pay to the Company the cost of replacement of the key(s) or card(s) including any associated installation work.
- 2.4.3 The Supplier shall be aware that keys to Power buildings and sites are produced under licence. Should the Supplier require any replacement keys, the Supplier shall obtain a crime reference and pay any associated costs.

2.5 Appearance, Dress Code & Behaviour

- 2.5.1 The Supplier shall ensure that all Supplier Personnel engaged in delivery of the Services shall be of good character, capability, appearance and behaviour. Supplier Personnel shall undertake the Services with a high level of awareness of customer service.
- 2.5.2 The Supplier shall ensure that their Supplier Personnel maintain the highest standard of appearance and behaviour at all times and are professional and courteous when dealing with customers, Company staff and visitors.
- 2.5.3 Supplier Personnel engaged in the delivery of the Services shall comply with the TfL Code of Conduct. The Supplier shall ensure that Supplier Personnel execute work activities on Site with minimal levels of noise and appropriate conduct, especially within or close to any residential buildings and shall note and comply with any noise abatement requirements.
- 2.5.4 Whilst on duty, the Supplier Personnel shall wear an appropriate uniform and Personal Protective Equipment (PPE) for the tasks being performed, and for the location in which they are operating. The wearing of personal accessories including dangling neckwear or similar articles should also be considered and not impact on the safety of performing the tasks. This shall be agreed with the Company prior to the Services Commencement Date and prior to any proposed change in design or style. All uniforms and PPE must be distinguishable from that of Company branded clothing.



- 2.5.5 Uniforms and/or PPE shall be clean and free from marks and soiling and shall be in good repair at all times.

2.6 Building Records Management

- 2.6.1 The Supplier shall be responsible for maintaining and updating the service records, compliance certificates, orders, log books, system files, documents and the relevant Health and Safety file(s) (including a location specific risk register) relating to the delivery of the Services at the Sites. These shall be held at the Sites. The Supplier shall ensure that they remain fully up-to-date at all times, are fully detailed, legible, dated and signed by the Supplier.
- 2.6.2 The Supplier shall store, retain and dispose of all records in accordance with the Company's policies and procedures. The Supplier shall hold all records electronically unless otherwise agreed with the Company.
- 2.6.3 Where records are updated in accordance with clause 2.6.1, the Supplier shall show all changes clearly and provide the updated records within 1 month of the completion of works.
- 2.6.4 In the absence of records including, but not limited to, those listed at clause 2.6.1 above, the Supplier shall create, manage and maintain appropriate records.
- 2.6.5 The Supplier shall keep disposal records for all hazardous waste up-to-date.
- 2.6.6 The Supplier shall have the items referred to in clauses 2.6.1 to 2.6.4 above available for inspection by the Company within 1 day of the issue of the request for inspection.
- 2.6.7 Data shall be transmitted electronically by the Supplier to the Company in a format as required by the Company.

2.7 Materials and Equipment

- 2.7.1 The Supplier shall be responsible for the supply, delivery, off-loading, storage (where no storage can be provided by the Company) and testing of all materials, consumables, tools and equipment including all safety equipment necessary to undertake the services.
- 2.7.2 The Supplier shall provide and hold an adequate supply of fully tested and approved spares so as to enable the delivery of the Services. Extended lead-in times shall be taken into consideration by the Supplier when ordering spares.
- 2.7.3 The Supplier shall provide the Company, on request, data/information on the safe use and storage of all Supplier materials, consumables, tools and equipment used at the Company's Sites
- 2.7.4 The Supplier shall ensure replacement materials, consumables, tools and equipment demonstrate optimal whole life costs, quality and performance for the Company, as defined by the Company.



- 2.7.5 The Supplier shall ensure that, in relation to the existing parts, components, materials and finishes, all replacement parts, components, materials and finishes demonstrate equal or superior Whole Life Costs, quality and performance for the Company, as defined by the Company. Where this is not possible or would invalidate a warranty, parts, components, materials and finishes shall be agreed in advance with the Company.
- 2.7.6 The Supplier shall submit details of materials, consumables, tools and equipment to be used in the delivery of the Services to the Company for approval.
- 2.7.7 The Supplier shall ensure that all materials, consumables, tools and equipment are compliant with LU standards on fire safety of materials where required.
- 2.7.8 Any tools, equipment or spares which are provided by the Company for use by the Supplier, are solely for use in the delivery of the Services. Title to such tools, equipment or spares shall remain with the Company.
- 2.7.9 The Supplier shall ensure that all tools, equipment or spares supplied and used in the delivery of the Services are in good working order and are suitably identified and shall carry the correct and valid certification/licence and where applicable, be used by the relevant trained operative. The Supplier shall ensure all equipment is suitably identified and maintain adequate records to satisfy an audit trail.
- 2.7.10 The Supplier shall maintain a record of any items of Company's work equipment issued to the Supplier Personnel. Work equipment shall be inspected and maintained to ensure it remains safe and available for operational use at all times in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).

2.8 On-Site Storage & Accommodation

- 2.8.1 Unless otherwise set out in Appendix A (Service Matrix,) no office accommodation or vehicle parking facilities are provided at the Sites for the Supplier's use. The Supplier shall make his own arrangements in this respect and shall pay all fees and charges in connection therewith.
- 2.8.2 The Company will endeavour to provide suitable welfare and storage facilities at the Sites but these cannot be guaranteed. The Company will not be liable to the Supplier for any failure to provide such facilities and nor will the Supplier be relieved of any of its obligations in whole or in part due to any such failure. The provision of such facilities shall be subject to local agreement
- 2.8.3 Where such facilities are unavailable, the Supplier shall make his own arrangements in this respect and shall pay all fees and charges in connection therewith.

2.9 Temporary Hoardings and Protection

- 2.9.1 The Supplier shall provide temporary hoardings should they be required to deliver the services. The Supplier shall construct temporary hoardings in accordance with LU standard S1027 – Site Hoarding, Fencing and Barriers.



- 2.9.2 The Supplier shall protect existing structures and assets from damage and soiling during the delivery of the Services by the use of any necessary props, screens, fans, waterproof sheets, dust sheets and the like. Any damage or contamination caused shall be made good/rectified by the Supplier.

2.10 Utilities

The Company will provide water, gas and electricity to the Supplier. At some London Underground stations, this will include a single-phase 110 volt supply. The Supplier shall provide all electrical leads from the local socket outlet to the place of work, including all necessary extension leads. All leads shall be appropriately tested and tagged in accordance with all current London Underground and British Standards. The Supplier shall use battery operated tools and equipment where possible to prevent circuits being overloaded.

2.11 Removal and Management of Waste

- 2.11.1 The Supplier shall ensure proper controls are kept on the disposal of waste products and ensure that all bye laws, regulations, statutory and legal requirements in respect of the disposal of waste are followed and fully complied with.
- 2.11.2 The Supplier shall be responsible for the prompt removal from the Sites of all waste or surplus material generated by the Supplier in the delivery of the Services and shall ensure its safe disposal.
- 2.11.3 The Supplier shall dispose of waste in accordance with the Company's waste policy and waste hierarchy.
- 2.11.4 The Supplier shall report to the Company at the end of each Period all waste arising in the delivery of the Services.

2.12 The Company's Helpdesk and Local Reporting Systems

- 2.12.1 The Company operates a number of helpdesk and/or local reporting systems for reporting and recording faults by Company staff. Faults reported to the Supplier will be via the Company helpdesk facility or local reporting system utilised by the relevant business unit. Full details including the reporting process of each helpdesk or local reporting system utilised by each business unit will be provided to the Supplier.
- 2.12.2 It is the Company's intention to rationalise the process of fault reporting across the Company's business during the term of the Contract although this cannot be guaranteed. The Company will not be liable to the Supplier for any failure to rationalise such process and nor will the Supplier be relieved of any of its obligations in whole or in part due to any such failure.
- 2.12.3 The Supplier shall provide a call centre facility 24 hours per day, 7 days a week, every day of the year to respond to all faults reported by the Company. The Supplier's call centre facility shall be the contact point for the Company and must be operated at all times by suitably trained Supplier Personnel. The call centre facility shall be contactable by telephone, facsimile and email at all times. The call centre facility shall receive data from and share data with the Company as required.



2.13 Additional Works

- 2.13.1 The Company may require the Supplier to provide Additional Works, on a temporary and/or ad hoc basis.
- 2.13.2 The process for the provision of Additional Works is defined in Schedule 6 (Contract Variation Procedure and Additional Works) Part B.

2.14 General

- 2.14.1 The Supplier shall carry out the temporary removal and reinstatement of suspended ceilings, vitreous enamel panels, floor trays, access covers and other such items to facilitate access to all Equipment.
- 2.14.2 Furniture, suspended ceilings, tiles, raised floor trays, vitreous enamel panels and other such items temporarily removed for access shall be reinstated at the end of the shift and any dust and dirt arising removed by vacuum cleaner (battery operated or 110 volt with a current PAT label) and the site left clean and tidy. Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like temporarily removed for access shall be referenced to ensure correct position and orientation upon reinstatement by the Supplier.
- 2.14.3 Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like removed for access shall be cleaned to ensure no dirty marks, finger prints or other such blemishes are apparent upon reinstatement.
- 2.14.4 Any damage caused by the Supplier or Sub-contractors whilst carrying out the Services shall be made good and the cost of such remedial works treated as a Disallowed Cost.
- 2.14.5 Where the Services necessitate the removal and reinstatement of suspended ceiling panels (other than lay-in), suspended ceiling grid and hangers, vitreous enamel panels or other similar finishes this shall be carried out by a competent person employed by the Supplier or a specialist Sub-contractor employed by the Supplier.

2.15 Terms and Abbreviations

- 2.15.1 Terms:
- **Destination Stations** – busy LU stations in central London with high volumes of customers. They include some commuter rail termini and tourist destinations.
 - **Gateway Stations** – LU stations which are the main visitor entry points to London with a high proportion of people who are unfamiliar with the Tube network.
 - **Green Infrastructure** – assets such as swales, green roofs and green walls.
 - **Defined Maintenance** – planned preventative maintenance conducted at prescribed frequencies on defined assets.
 - **Hazardous Waste** – waste arising from any activity as defined in the Hazardous Waste Regulations 2005 and any subsequent updates.
 - **Identified Works** - matters arising via the Company's Report Centre defined as non reactive by the Company.



- **Local Stations** – smaller LU stations in outer London or beyond which have lower customer numbers and serve mainly regular customers.
- **Metro Stations** – LU stations which serve predominantly inner London communities with many regular users.
- **Non-Native Invasive Species** – alien to the ecosystem and whose introduction is likely to cause harm.
- **RAL** – coding system to define colours
- **Targeted Maintenance** - planned preventative maintenance conducted at frequencies and on assets identified through historic fault data, current schedules, asset condition and risk of asset failure.
- **Traffic Hours** – the period when traction current is switched on.
- **Workbank** – list of planned corrective maintenance provided by the Company.
- **Work Orders** – description of rectification of works provided by the Company.

2.15.2 Abbreviations:

- **BCV** – Bakerloo Central and Victoria lines
- **JNP** – Jubilee Northern and Piccadilly lines
- **SSL** – Sub surface lines



3 SKILLS AND QUALIFICATIONS

3.1 Skills and Qualifications of Supplier Staff

- 3.1.1 The Supplier shall provide suitably qualified, skilled and experienced Supplier Personnel to deliver the Services. All workmanship shall be in accordance with BS 8000 Workmanship on building sites (all parts).
- 3.1.2 The Supplier shall ensure that there is a sufficient level of trained and competent Supplier Personnel to provide all the requirements of the Services at all required times.
- 3.1.3 The Supplier shall provide Supplier Personnel who are qualified and competent in the discipline they are performing. The Supplier shall employ competent Supplier Personnel who will be responsible for planning, overseeing and signing off completed works / tasks.
- 3.1.4 All Supplier's Personnel whose work could foreseeably disturb the fabric of a building and expose them to asbestos or who supervise or influence the work shall undertake Asbestos awareness training and this will be recorded and maintained. The Supplier shall be conversant with S1552 Contract QUENSH Conditions Section 36 Asbestos.
- 3.1.5 The following minimum skill levels and qualifications shall be provided to a sufficient number of Supplier Personnel as required to provide the Services:

Training / Qualification	Required by:
IPAF – Safety Harness User & Inspection Training (Level 1)	Operatives
Work at Height Regulations 2001	Operatives
NEBOSH The National Examination Board in Occupational Safety and Health	Supervisors & Managers
City & Guilds - Confined Spaces qualification	Operatives
City & Guilds – Carpentry & Joinery - Bricklaying - Plumbing - Plastering	Operatives
City & Guilds – Building Maintenance	Supervisors & Co-ordinators
European recognised 3 rd Party Accreditation scheme	Company & Operatives



Training / Qualification	Required by:
(FRAS/FCL/LPS)	
PUWER - Provision and Use of Work Equipment Regulations 1998	Operatives
LOLER - The Lifting Operations and Lifting Equipment Regulations 1998	Operatives
Pest Control training – by BPCA	Operatives
Depot Core and Tour Training	Supervisors, Managers & Operatives
UKATA – United Kingdom Asbestos Training Association	All Operatives/Supervisors

The Supplier shall provide details of the number and types of Supplier Personnel to which training will be provided to meet the skills and qualification requirements detailed in this clause. The Supplier's proposals will be subject to agreement and approval by the Company.

3.2 Company Mandatory Training of Supplier Staff

3.2.1 In addition to the above skills and qualifications requirements, Supplier's Personnel are required to undertake Company mandatory training courses as appropriate. The specific courses including the workplace areas and the Supplier Personnel types to which the training applies are more particularly defined in Schedule 22 (Training).

3.3 Competency Management and Training Plan

3.3.1 The Supplier shall prepare a contract specific training plan for each of their Supplier Personnel who are engaged in the delivery of the Services. This shall include:

- The skills and qualifications requirements as detailed in 3.1 above
- The Company mandatory training requirements as detailed in 3.2 above and Schedule 22 (Training).

3.3.2 Any other vocational, statutory or compliance training deemed necessary
The Supplier shall review and update the training plan every four-week period.

3.3.3 The Supplier shall provide Supplier Personnel engaged in delivery of the Services with adequate training including, but not limited to:

- The tasks they have to perform;
- Use of all necessary equipment required to deliver the Services;



- All relevant Applicable Law, British Standards and Company rules, procedures, standards and codes of practice which relate to delivery of the Services.



4 LONDON UNDERGROUND STATIONS

4.1 Locations & Hours of Work

4.1.1 The Services described in section 4 of this Specification shall be delivered at London Underground stations and lineside buildings in business units BCV, SSL and JNP. A complete list of Premises, subject to the scope in clause 4.2.1 of this Specification is provided in Appendix A (Service Matrix).

4.1.2 Hours of Work

4.1.2.1 The Supplier shall deliver the Services 24 hours per day, 7 days a week, every week of the year unless to do so would adversely impact the public, the occupying personnel or the operation of the Network, particularly in relation to safety, security, environmental considerations or where otherwise stated in this Specification. The Supplier shall comply with requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements.

4.1.2.2 The Supplier acknowledges that the Company does not guarantee uninterrupted, or exclusive possession of the Site and that its access to some parts of the Site may be limited in accordance with the Contract.

4.1.3 Restrictions

4.1.3.1 Where access is either not possible or is unavailable during Traffic Hours or to take an asset out of service will unacceptably, in the opinion of the Company, impact the operation or safety of the Network, the Supplier shall undertake maintenance in Engineering Hours. Traffic Hours and Engineering Hours are defined in Schedule 5 (Access Schedule).

4.1.3.2 Some locations are not permanently open or manned 24 hours per day and therefore access arrangements will require to be checked and agreed with site specific Company personnel prior to attendance at these locations.

4.1.3.3 The Supplier shall provide the Services in such a manner so as to cause the minimum inconvenience to the public and operational staff. Non-stations service delivery areas shall be treated in a similar manner to stations service delivery areas, roads and the like with regard to obstruction by plant, materials or rubbish, delivery vehicles, mud on the roads and other such similar occurrences.

4.1.3.4 Where access is required to an asset, for example for emergency reactive maintenance, and it is subject to restrictions described in 4.1.2.1, the Supplier shall undertake a risk assessment and demonstrate a safe system of working in order to gain access.

The Supplier shall need to access trackside Fabric and Premises assets that require walking and working on the track



and in tunnels. These assets will be accessed in available access hours subject to risk assessment and safe system of working.

4.1.4 Specialist Work

4.1.4.1 The Supplier shall make allowances for using resources by way of specialist suppliers to execute remedial works, for temporary removal of equipment, investigating faults or defects that should only be rectified by licensed personnel.

4.1.5 Critical Rooms & Priorities

4.1.5.1 The Supplier shall ensure that they are familiar with the LU Guidance Document G1760 – Guidance for Premises Inspections which identifies critical rooms and their priority in terms of risk to rail operations.

4.2 Scope of Services

4.2.1 Scope

4.2.1.1 The Supplier shall provide a professionally managed, high quality maintenance service that ensures the effective operation of all items forming the Company's premises and fabric components as detailed within the Appendix A (Service Matrix). Premises assets include but are not limited to:

- Roofs, including glazed/fragile roofs, ETFE roofs and Inverted Green Roofs
- Canopies
- Ceilings and soffits, including suspended ceilings
- Stairs, including finishes, nosings, handrails
- Fixed ladders and fixed access systems & gantries
- Fall protection systems
- Walls
- Poster frames, leaflet racks, whiteboards, notice boards
- Finishes and wall cladding systems (paint, plaster, tiles, anti-graffiti coating, metal, composites, glazed etc.)
- CMS housing
- Windows, glazing & structural glass
- Doors (including ironmongery and electronic sliding doors)
- Gates, vehicle blockers, turnstiles and shutters (including electronic)
- Locks and keys (including maglocks, electronic and mechanical keypads)
- Balustrades, barriers, screens, fencing and bollards (including platform end barriers but excluding ticket barriers and gatelines)
- Floors and floor finishes
- Tactile paving surfaces
- Matwells and entrance matting
- Platform inverts
- Nosing stones



- Station seating
- Manual boarding ramps
- Safety markings
- Pest control
- Drainage
 - Channels
 - Anti-flood valves
 - Gullies
 - Gutters
 - Manholes
 - Rainwater outlets and hoppers
 - Catch pits
 - Down pipes
 - Sumps
 - Soil & waste pipes
 - Urinal cartridges
 - Sanitary waste & pipe work and appliances
 - Oil/petrol interceptors
 - Grease traps
- Flood gates
- Passive fire systems and compartmentation
- Water seepage/flooding mitigation & management systems, grouting
- Water closets
- Sanitary & kitchen fittings (including taps)
- Kitchen units, worktops & shelving
- Invert covers
- Access covers (drainage, services, draw pits etc.)
- Grounds maintenance and station vegetation management
- Road, carpark, pavement surfaces

4.2.2 Listed Buildings and Buildings of Heritage Interest

- 4.2.2.1 The Supplier shall be aware that many of the Company's stations and buildings are statutorily listed, locally listed, within conservation areas or are of heritage interest. Refer to LU document Appendix C (Listed Station Data).
- 4.2.2.2 The Supplier shall prioritise repair, rather than replacement, of original work and finishes on listed buildings and buildings of heritage interest where applicable and possible.
- 4.2.2.3 The Supplier shall ensure good workmanship and that skilled and experienced Supplier Personnel are used to match any repairs to the original work on listed buildings and buildings of heritage interest. Materials and finishes shall always be selected to show minimum evidence of alteration.
- 4.2.2.4 When any work of demolition, alteration or extension to a listed building is undertaken which affects its character of special architectural or historic interest, the Supplier shall ensure compliance with the law by confirming to the Company that



they have obtained Listed Building Consent in advance of the works.

4.3 Standards

4.3.1 General

4.3.1.1 The Services shall be provided at all times in accordance with a maintenance regime that complies with all statutory requirements, Applicable Law, regulations and the following standards set out below.

4.3.2 LU and TfL Standards

4.3.2.1 The Supplier shall comply with all applicable LU and Company standards as they relate to premises assets. The Supplier shall also refer to the suite of London Underground Limited (LU) Guidance documents which support LU standards. Refer to list of Standards and Guidance below.

STANDARDS	REVISION	TITLE
S1035	A3	Location Coding System
S1085	A4	Fire Safety Performance of Materials
S1086	A5	Fire Safety Classification of Stations
S1130	A3	Control of Asbestos in London Underground Premises
S1131	A5	Premises - Station Platforms
S1132	A5	Premises - Barriers and Fencing (Non Lineside)
S1133	A9	Premises - Stairways and Ramps
S1134	A4	Premises - Doorsets and Glazing
S1135	A4	Premises – Finishes
1-351	A4	Station Décor Design
1-352	A2	Station Ambience
S1354	A8	Customer Facing Requirements for Temporary Works at Stations
S1538	A11	Assurance
S2300	A2	Change to Stations Assets CSA

GUIDANCE	REVISION	TITLE
G085	A5	Code of Practice – Fire Safety of Materials



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G0130	A4	Asbestos Control & Management
G0131A	A2	Guidance On the Installation of Platform Tactile Strips
G0131B	A2	Guidance on Station Platforms
G0132	A3	Guidance on Barriers and Fencing
G0133	A1	Premises Guidance on Stairways and Ramps
G0134A	A2	Guidance on glazing
G0134B	A2	Guidance on Doorsets and Gates
G0135	A2	Guidance on Premises Finishes
G0137	A1	Walls and Partitions in Sub-Surface Stations
G0230	A1	Good Practice Guide for the Application of Surface Coatings to Premises
G0231	A3	Manual of Good Practice Station Cleaning
G0232	A1	Manual of Good Practice Cleaning Areas of Limited Access
G0233	A2	Control of Pests in the Underground Environment (excluding Track)
G1760	A5	Guidance for Premises Inspections

4.3.3 British Standards

4.3.3.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all relevant British Standards.

4.3.4 Other Standards

4.3.4.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all industry best practice guidance.

4.4 Planned Preventative Maintenance (PPM)

4.4.1 Scope of services

4.4.1.1 The Supplier shall deliver a multi-disciplinary planned PPM maintenance service which will ensure the Premises and fabric meet the requirements as set out in this Specification and all Applicable Laws.

4.4.1.2 With the exception of the Defined maintenance items, the maintenance strategy will be a risk based Targeted approach in order to reduce costs. PPM will be carried out to protect the assets identified in this section in order to ensure the assets are fit for purpose, to prolong their life, prevent deterioration and to reduce risk to customers and rail operations. Other assets are maintained on a reduced maintenance or reactive only basis.



4.4.1.3 The Supplier shall provide a Defined maintenance service for:

- Station gates and shutters
- Electronic gates, vehicle blockers and doors
- Grease trap cleaning
- Petrol and oil interceptors
- ETFE (Ethylene Tetrafluoroethylene) inflatable cushion roofs
- Green infrastructure

4.4.1.4 The Supplier shall provide a Targeted maintenance service for:

- Safety markings
- Roof & canopy drainage cleaning
- Gravity drainage system cleaning
- Matwells
- Pest control
- Grounds maintenance and station vegetation management
- Platform end barriers and swing gates
- Mobile plumbers
- Water seepage management systems
- Platform tiling

4.4.1.5 The Supplier's PPM service shall ensure that all assets identified in 4.4.1.3 and 4.4.1.4 are properly maintained and remain functional, safe and operationally sound.

4.4.1.6 The Supplier shall produce and make available to the Company for review and agreement:

- A detailed PPM programme for each 12 month period; and
- A 3 year rolling PPM programme.

4.4.1.7 The Supplier shall produce a periodic PPM report and submit to the Company as part of the Periodic Reporting package. The PPM report shall include, but not be limited to, describing the performance of the previous period, detail location of forthcoming work to be undertaken and clearly identify where activities are anticipated to have a potential impact on Company operations.

4.4.1.8 The Supplier shall carry out and complete all planned preventative and programmed maintenance at agreed times to meet the requirements of this Specification and Good Industry Practice.

4.4.2 Defined Maintenance

4.4.2.1 The Supplier shall carry out Defined maintenance as described in 4.4.3 – 4.4.8 and at the prescribed frequency.

4.4.3 Gates and Shutters (annual maintenance)

(including all collapsible, sliding, folding gates & roller shutters)

4.4.3.1 All station gates and shutters shall be inspected annually and eased, adjusted, cleaned and greased to ensure smooth and reliable operation. Maintenance is deemed to include but not be limited to:



- 4.4.3.2 Collapsible Gates: Tracks shall be cleaned or replaced where defective. All moveable parts shall be checked to ensure they are moving/running straight and true. Any missing items to be replaced and all parts cleaned and lubricated. Lattice bars, pickets and lattices shall be checked for slackness, tightness, damage and distortion. They shall be eased and adjusted where required, cleaned and pivots/moving parts lubricated. Locking devices shall be checked to ensure the mechanism functions, is lubricated and engages securely. All shrouds, enclosures and recesses are to be cleared of all deleterious matter. Shrouds, plates and covers are to be eased, adjusted and realigned to allow for smooth operation and ease of gate retraction.
- 4.4.3.3 Sliding & Folding Gates: Frames shall be checked to ensure they are aligned. All channels, tracks and rails to be cleared of deleterious matter. All moveable parts such as rollers, hinges shall be checked to ensure they move freely, are clean and well lubricated.
- 4.4.3.4 Roller Shutters: Shutters and any associated mechanical and electrical parts used in the operation and control of the asset shall be maintained. Shutters shall be manually, automatically opened/closed by lifting the handles or mechanism to ensure they are moving freely. Ensure that all channels and framework are clear from deleterious matter and well lubricated to all moveable parts. All brakes, chains, seals, counterbalances, springs, windings together with any mountings, motor casings and bearings shall be checked and maintained by competent personnel and parts replaced where required. Motor running current and speed drives also to be checked by competent personnel.
- 4.4.4 Electronic Gates, Vehicle Blockers and Sliding Doors (6 monthly maintenance)
 - 4.4.4.1 All electronic gates, vehicle blockers and sliding doors shall be maintained in accordance with Appendix D (Gates and Barriers Maintenance Schedule). This shall include, but not be limited to, the checking / maintenance / repair / parts replacement of the gates, vehicle blockers and sliding doors and all associated mechanical and electrical parts used in the operation and control of the asset.
 - 4.4.4.2 On completion of the maintenance activity, the Supplier shall re-assemble, test operation and re-commission the asset if required.
- 4.4.5 Grease Trap Cleaning (6 monthly maintenance)
 - 4.4.5.1 Grease traps are generally found installed in the drainage outlets from sinks and mess room facilities within station sites to collect greasy and oily matter and prevent it entering the public drainage system. They are often located in inverts



below platforms but may be found on platforms or buried beneath floor slabs.

- 4.4.5.2 The Supplier shall allow for a 6 monthly maintenance interventions for the removal of grease to the asset, the Supplier should identify higher use / risk assets and plan more frequent maintenance where required. Maintenance should comply with both the Operating & Maintenance Manual and manufacturers maintenance recommendations.
 - 4.4.5.3 The lift-out trays shall be thoroughly cleaned, degreased, inspected and refitted by the Supplier. Defective or missing trays shall be replaced with new trays of the same design as the original, or manufactured to suit. The outside of the grease trap shall be thoroughly degreased and any areas subject to overflow or spillages shall be decontaminated and cleaned.
 - 4.4.5.4 Before replacing the cover, the Supplier shall run the sanitary fittings connecting to the grease trap to check there are no blockages in the connecting pipe-work. The area shall be disinfected. Any blockages or suspected blockages shall be reported to the Company.
 - 4.4.5.5 All grease trap cover bolts, nuts, washers and gaskets shall be greased with Company approved lithium based grease before refitting. When resealing grease traps, the fixing bolts shall be tightened sequentially and in small increments to prevent the fixing lugs being broken or the assembly being damaged.
- 4.4.6 Petrol and Oil Interceptors (annual maintenance)
- 4.4.6.1 The inlets and outlets of petrol and oil interceptors shall be checked for blockages.
 - 4.4.6.2 Within all chambers, oil levels shall be checked using an interface meter. Silt levels shall also be checked.
 - 4.4.6.3 A tanker service shall be scheduled if required in order to remove oils, sludge and silt. Decontamination shall be undertaken if required and all contaminated waste shall be correctly disposed of.
 - 4.4.6.4 If an automatic closure device is present, the function shall be checked.
 - 4.4.6.5 A monitoring report shall be provided, which documents all works which have been undertaken. A service record shall also be provided which provides a history and chronology of all key monitoring and servicing activities.
- 4.4.7 ETFE (Ethylene Tetrafluoroethylene) Inflatable Cushion Roofs (6 monthly maintenance)
- 4.4.7.1 Planned maintenance shall be on a 6 monthly basis for the ETFE cushion roof and inflation plant at the relevant station location. Maintenance is deemed to include the following:
 - Inspection of cushions and patch repairs as required;
 - Inspections of PU seals to the extrusion capping, repairs and replacement as required;



- Check fascia and flashings, repairs and replacement as required;
 - Check plenums, gutters, snow wires, bird wires and netting, repairs or replacement as required;
 - Inflation units – replace filters, check motors, check pressure switches and relays, check instrumentation and log running time of units and inflation pressure. Repairs or replacement as required.
- 4.4.7.2 The Supplier shall be aware that bird activity represents significant risk to the ETFE cushions and therefore particular attention shall be afforded to ensuring the integrity of installed avian control measures.
- 4.4.7.3 A standard report is to be produced and captured onto a database, then forwarded to the Company following maintenance visit detailing activity and findings.
- 4.4.8 Green Infrastructure (annual maintenance)
- 4.4.8.1 Green Infrastructure (GI) are features such as swales, green roofs and walls. A schedule of GI is set out within Appendix A (Service Matrix).
- 4.4.8.2 Until the Expiry Date, the Supplier shall develop, implement and maintain a GI maintenance programme, completed annually before the start of the growing season.
- 4.4.8.3 Within the first year of the Contract, the Supplier shall complete a condition survey of all GI; to:
- Optimise future maintenance of the GI
 - Establish current performance of the plant system (ensuring it meets the criteria it was initially installed for)
 - Identify potential performance failures
- 4.4.8.4 The Supplier shall then develop an annual programme of planned preventative maintenance work to resolve any quality issues identified within the survey and recorded in the GI maintenance programme. The maintenance programme should cover but not be limited to the following:
- Inspection plan - as a minimum the GI shall be inspected twice a year between March and November
 - Removal of litter and debris, especially around drainage elements
 - Removal and suitable disposal of any unwanted weeds and non-native invasive species (e.g. buddleia and Conza sp.)
 - Application of appropriate nutrient source / fertiliser if required
 - Vegetation and plant replacement for dead or damaged plants
 - Grass cutting (swale only)
 - Sediment management (swale only)



- Any other remedial works required to maintain performance of the system
- Additional inspections shall be carried out after extreme weather events as defined by the MET Office (e.g. extended periods of rain or extended periods of no rain) to ascertain condition of the plant system.
- Records of all inspections (to record asset condition) and maintenance work completed shall be recorded in a format agreed with the Company

4.4.9 Targeted Maintenance

4.4.9.1 The Supplier shall develop a planned programme and associated services for Targeted maintenance described in 4.4.10 – 4.4.20. This shall be based on historic fault data, current schedules, asset condition and the operational risk of asset failure to the Company.

4.4.10 Safety Markings

4.4.10.1 The Supplier shall provide a planned service for the painting of all white & yellow lining, platform markings, stair nosings, road markings and wayfinding markings to other designated areas on the London Underground network managed by the Company.

4.4.10.2 The Supplier shall produce a planned programme for the painting of markings on all Stations other areas managed by the Company either based on fault data condition or inspection data of existing painted surfaces to ensure that the painted area is in a good condition at all times.

4.4.10.3 The Supplier's planned programme of works shall include:

4.4.10.4 Repair of existing markings – Prior to repair the Supplier shall prepare the line surface by ensuring the removal of dirt, loose and flaking materials, gum and other detritus objects back to the line surface. The Supplier shall apply paint systems to isolated areas of repair in accordance with approved painting standard. All line markings are required to be uniform in appearance using the correct RAL colour match.

4.4.10.5 Complete repainting - The Supplier shall thoroughly prepare existing markings by scarifying with an approved manual or mechanical tool to remove all loose and flaking material back to a clean sound base to provide an effective key for the application of the new paint. When completed, the appearance of the markings shall be of a uniform appearance to agreed RAL colour requirements and to match existing markings in the same location.

4.4.11 Roof & Canopy Drainage System Cleaning

4.4.11.1 The Supplier shall provide a planned service for roof and canopy drainage systems on the London Underground network managed by the Company. Roof and canopy drainage systems include (but are not limited to):



- gutters
 - rainwater outlets
 - hoppers
 - downpipes.
- 4.4.11.2 The Supplier shall clear all detritus, litter, vegetation and other deleterious matter from gutters, hoppers and rainwater outlets etc. through to the entry into the ground level drainage system. The planned cleaning regime shall be adequate whilst considering 'Seasonal Weather' changes (Sept/March/October) to ensure that the system being maintained meets its design parameters.
- 4.4.11.3 All access panels from down pipes shall be removed and the down pipes cleaned. Approval must be sought from the Company prior to any high pressure jetting taking place. Access panels shall be replaced and supplied with new seals. Where required, wire guards shall be installed to inlets from gutters and any missing items replaced or repaired. All rain water gullies shall be cleaned back to manholes and any traps washed and cleared of all silt and debris.
- 4.4.11.4 The Supplier shall lift gully grids and gratings at rainwater discharge points, the gullies shall be thoroughly cleaned and the covers replaced. All debris and detritus shall be collected by the Supplier to prevent it entering the drainage system below ground.
- 4.4.11.5 On completion of cleaning, the Supplier shall test (visual inspection) each roof drainage system for leakages or other defects and to ascertain that the system is free flowing. Results of the test shall be recorded and reported to the Company.
- 4.4.11.6 Following the works, the Supplier shall issue a full report including 'before' and 'after' photographs back to the Company within 5 Working Days advising on current condition and providing recommendations as necessary. The Company shall advise of any required action within 10 Working Days.
- 4.4.12 Gravity Drainage System Cleaning
- 4.4.12.1 The Supplier shall provide a planned service for a targeted cleaning regime for all assets forming the foul, grey or surface water gravity drainage system(s) (through to connection with the local Company sewer or waterway) including the erection of temporary screens around the site as necessary for the protection of the public and staff of the Company. Gravity drainage systems include (but are not limited to):
- Channels
 - Anti-flood valves
 - Gullies
 - Manholes
 - Catch pits



- Sumps
- Soil & waste pipes
- Sanitary waste & pipe work and appliances

Pumping systems and their associated ancillaries are excluded from the scope of services.

- 4.4.12.2 Targeted planned cleaning regime shall be executed on the basis of known defect and repetitive failure sites and historic information used. The maintenance regime shall be adequate to ensure that the system maintained to meets its design parameters.
- 4.4.12.3 All drainage assets shall be maintained by ensuring, clearance of silt, grease, scale deposits, tree roots and debris. The Supplier shall ensure that inspection chambers, fittings and all associated appliances are maintained.
- 4.4.12.4 The Supplier shall execute works carefully to avoid damage to the covers and surrounds. All solid waste from the drainage system shall be removed from the drainage system and taken to an authorised disposal point.
- 4.4.12.5 The Supplier shall ensure that all works that entail cleaning drains are required to be inspected by CCTV pre and post works. All copies of the electronic recording images shall be issued to the Company.
- 4.4.12.6 The Supplier shall allow for covers to be cleaned and where necessary replaced level to existing surfaces. The installation shall ensure appropriate gaskets; sealing grooves with grease compound are fitted. Any access plates shall be lifted and cleaned, then greased and resealed.

4.4.13 Matwells

- 4.4.13.1 The Supplier shall provide a planned service for matwell maintenance. All entrance matting shall be raised and the matwell cleaned of any detritus or other deleterious matter. This applies to both drained and undrained matwells.
- 4.4.13.2 The Supplier shall ensure the sequence of removal and the reverse sequence for correct replacement of the entrance matting is correct to ensure it remains flat and with no distortion. The entrance matting shall be free fitting and shall not be fixed down in order that it is easily removable for cleaning.
- 4.4.13.3 All undrained matwells shall be emptied of collected water at regular intervals to ensure that the adjacent flooring does not become wet as a consequence of overflow.
- 4.4.13.4 All drained matwells shall be maintained by ensuring clearance of any silt, grease, scale deposits and other debris. The drain shall to be cleared to ensure a state of free flow.



4.4.14 Pest Control Services

- 4.4.14.1 The Supplier shall develop and implement a programme, to be agreed with the Company, for planned pest control activities based on fault data and incidents of infestation in order to manage and control infestation by birds, rodents and insect pests (excluding pharaoh ants) in accordance with the required standards.
- 4.4.14.2 The Supplier shall be responsible for the control of insect infestations including Non-Native Invasive Species (Excluding pharaoh ants).
- 4.4.14.3 Within the first year of the Contract, the Supplier shall complete a condition survey of all avian pest control measures; recording the asset condition in format agreed with the Company. The Supplier shall use the survey to create a phased programme of installation of longer-life exclusion systems to ensure phase out of polypropylene/nylon netting to aid compliance with Animal Welfare Act 2006 and reduce whole life maintenance costs.
- 4.4.14.4 Pest Control visits are to be undertaken throughout the year when access can be arranged unless otherwise stated. Should difficulty arise in access, the Supplier shall identify any activities which require to be done in non-traffic hours.
- 4.4.14.5 The Supplier shall ensure that all relevant legacy data/information is reviewed and that this information is used to develop, monitor, and update their programme.
- 4.4.14.6 The Supplier shall conduct bird fouling clearance within the station demise including subsequent high level cleaning of all affected areas.
- 4.4.14.7 The Supplier shall eradicate all pests from within the station demise and implement a programme of control. Where this is not feasible, the Supplier shall notify the Company with a full report on reasons and any recommendations within 7 Working Days.
- 4.4.14.8 The Supplier shall consult with the Company prior to the installation of any new netting or other control methods.
- 4.4.14.9 The Supplier shall supply and maintain all measures within the station demise to prevent avian access, such as nets and roosting wires and shall ensure that the Premises are free from any build-up of avian fouling.
- 4.4.14.10 The Supplier shall make provisions to replenish all pigeon gels, solutions etc. at regular intervals to ensure their effectiveness.
- 4.4.14.11 The Supplier shall remove / adjust pest control systems to allow access for other suppliers / third Parties and reinstate on completion of the activities.
- 4.4.14.12 The Company on occasion may instruct the Supplier on specific locations that require a baiting programme.
- 4.4.14.13 The Supplier shall provide the Company with a written report following each planned pest control visit to the sites within the



station demise. These shall be dated and include but not be limited to:

- A description of pests found in the building and their likely origins;
- Annotated maps, plans or sketches as required;
- Photographic images;
- The extent and nature of infestations or pest activity;
- Potential risks identified and possible mitigation measures;
- The extent of treatments undertaken; and
- Further action that is required.

4.4.14.14 The Supplier shall use the most effective and humane methods possible and remove all animal, avian and/or insect corpses immediately upon discovery. When controlling avian pests, preference should be given to exclusion techniques.

4.4.15 Invasive Species

4.4.15.1 The Supplier shall demonstrate that it meets the most current version of Applicable Laws and is following Good Industry Practice, when delivering Non-Native Invasive Species (NNIS) control on the Company's infrastructure. For example and without limitation, the Supplier shall follow the Environment Agency Code of Practice on Non-Native Species, and advice from GB Non-Native Species Secretariat and London Invasive Species Initiative.

4.4.15.2 Until the Expiry Date, the Supplier shall develop, implement and maintain an NNIS Control Plan and Programme, which demonstrates the use of competent Supplier Personnel, Good Industry Practice and innovative solutions to effectively control and eradicate) to prevent harm to the Company's infrastructure, staff and biodiversity.

4.4.15.3 The Supplier will ensure that:

- the NNIS Control Plan and Programme will be updated annually and be submitted no later than the start of the NNIS growing season (first agreed plan will be annexed to this schedule at contract award).
- the NNIS Control Plan and Programme will in the first growing season following the Services Commencement Date, survey and record the location and extent of all NNIS. The Supplier shall record NNIS survey and treatment records on the Company's preferred format or a format to be agreed with the Company and must be regularly (minimum each quarter) kept up to date and return to the client at the end of the growing season and after last treatment.
- all information and systems for recording NNIS will be owned by the Company in accordance with the provisions of clause 37. The Supplier will ensure that at all times all data is suitably secured from loss of all kinds.



- within first calendar year an appropriate staff warning system, to be agreed with client, for NNIS will be installed (for example Japanese Knotweed and Giant Hogweed).
- it demonstrates understanding of all relevant current and emerging Applicable Legislation, Good Industry Practice and London Mayoral strategies and policies relating to NNIS and their treatment and remains compliant at all times. The Supplier will inform the Company of any changes in how the Supplier will deliver compliance using the NNIS Control Plan and Programme.
- all Supplier Personnel responsible for the management and or control of NNIS until the Expiry Date, are suitably trained, experienced and competent, to undertake their work.

4.4.16 Station Vegetation Management and Grounds Maintenance

4.4.16.1 The Supplier shall produce a planned programme of vegetation control and grounds maintenance, to be agreed by the Company that takes into account the growth patterns in accordance with seasonal variations. The programme shall ensure that station vegetation is managed in accordance with the required and statutory standards that are current throughout the life of the Contract, and any extension thereof.

4.4.16.2 The provision of this service will be separated into a number of elements including but not limited to:

- Vegetation management within the Station demise/Premises land owned and managed by LU
- Vegetation management at Company managed staff car parks
- Removal of dead animals
- Tree management within the Station demise
- Station perimeter fence inspections / repairs
- Access path clearance
- Litter and refuse control and disposal (Stations grounds only)
- Platform vegetation clearance
- Fencing maintenance
- Roadway, car park and pavement surface maintenance

4.4.16.3 The Supplier shall familiarise themselves with the Company's demise plan to define the boundary and responsibilities of the planned maintenance.

4.4.16.4 The Supplier shall ensure that all their Supplier Personnel requiring access to controlled areas are competent and have attained the relevant access requirements.

4.4.16.5 The Supplier shall be responsible for the management and control of naturally occurring vegetation within the station demise (including green roofs).



- 4.4.16.6 The Supplier shall carry out vegetation control to protect the station environment from the effects of vegetation encroachment in accordance with the required and statutory standards that are current throughout the life of the Contract. The Supplier must also ensure that works carried out to manage and control station vegetation do not detract from the overall appearance of the Station.
- 4.4.16.7 The Supplier will be required to have qualified tree surgeons to prune/pollard trees within the station demise. Supplier Personnel will need to be trained and competent in the handling and application of herbicides in public and non - public areas.
- 4.4.16.8 The Supplier will be required to ensure that trees are inspected at least once annually and a report provided to the Company.
- 4.4.16.9 The Supplier shall be responsible for the effective control and disposal of all vegetation refuse deposited within the station demise. Litter which is removable by hand, including but not limited to cans, bottles, paper and plastic, shall be removed by the Supplier when the Supplier is undertaking planned vegetation management work within controlled areas.
- 4.4.16.10 The Supplier shall remove any discarded items, from batteries to shopping trolleys, which present an environmental or operational hazard and shall dispose of them in the correct manner. These include items thrown from street level over bridges, fences or walls onto land within the station demise. All discarded item are to be considered as being Hazardous Waste (this will include all 'sharps', 'hypodermic needles' etc.)
- 4.4.16.11 The Supplier shall be responsible for the maintenance of all types of fencing (chain-link, palisade, close boarded) and shall ensure that all planned maintenance works are carried out. This may include but is not limited to tightening brace, cross members, bolts, refixing chain-link clips, tightening lines, applying wood preservative to boards, replace missing sections of fencing within the station demise.
- 4.4.16.12 The Supplier shall ensure that the stability of all fencing remains safe in its environment and where security characteristics are required, that this is retained and not compromised.
- 4.4.16.13 The Supplier shall be responsible for the maintenance of various types of roadway, carpark and pavement surfaces which may consist of concrete, bitumen, asphalt, paving slabs etc. This will include for all associated items (gates/fences etc.) related to Health & Safety concerns within the environment. The Supplier shall consider all seasonal weather variations to undertake planned maintenance programme works. Faults may include potholes, uneven paving, broken kerbs etc.
- 4.4.17 Platform end barriers and swing gates
 - 4.4.17.1 The Supplier shall ensure that swinging gates forming part of the platform end barriers are maintained in a safe condition.



Specific attention must be paid to the swing hinges which can progressively lose tension and fail.

4.4.18 Mobile plumbers

4.4.18.1 The Supplier shall make available resources for travelling plumbing Supplier Personnel that are required to roam, during traffic hours between 0800 and 20:00 every day, between a designated list of stations. The designated stations as indicated in Appendix A (Service Matrix) will be defined as those stations subject to the most frequent toilet faults. The plumbers are expected to inspect all toilets, urinals and sinks at each station location and ensure that all are free flowing and flushing freely, or take appropriate action to ensure this is the case. Cubicle toilet doors and lock are to be inspected and adjusted for normal operation. Plumbers will be expected to have immediate access to spare parts, tools and equipment suitable for clearing toilet blockages, cleaning scale accumulation in urinal pipework, sealing leaks in drainage and water supplies, repairing flush mechanisms and taps and changing cartridges in waterless urinals.

4.4.19 Water Seepage Management Systems

4.4.19.1 The Supplier shall be provided with current information of stations with water management systems, including drip trays, evaporation trays, deflection plates, channels, waterproofing linings and other water management systems, including the requirement for grouting. The Supplier shall review all details/schedules, particularly problematic sites and develop a planned programme to manage the assets. The asset information may be subject to update and change to reflect problem areas as they arise.

4.4.19.2 The Supplier shall have an inspection plan and undertake inspections to advise the Company of any deterioration/degradation of the assets.

4.4.19.3 All assets shall be cleared of debris, build up of scale, silt and any other obstructions to prevent the efficient functioning of the systems. Any collected water shall be drained and the assets thoroughly cleaned.

4.4.19.4 All assets shall be checked to ensure they are functioning, allow the free flow of water and are not overflowing. Any missing or damaged parts to be replaced or repaired as required.

4.4.19.5 The Supplier shall provide and record updated information on all water management systems. This shall also include updating the current list of stations with high recorded seepage.

4.4.19.6 Following inspection and maintenance, the Supplier shall report back to the Company within 5 Working Days advising of any significant issues or concerns in report format which shall include recommendations for the Company.

4.4.19.7 The Supplier shall be required to carry out monitoring and checking of all high risk sites at frequencies appropriate to the



risk, the type of management system and the season. Whilst undertaking this activity, existing water management assets are to be checked and serviced to ensure functionality and security of fixing. Any subsidiary damage as a result of water ingress to adjacent assets or structure shall be identified and reported upon in accordance with 4.4.19.6.

4.4.19.8 The Supplier shall be required to carry out investigation of water seepage incidents or occurrences in accordance with reactive maintenance performance requirements and to assess and report within 24 hours on risk to assets or customers, with recommendations for remedial action.

4.4.19.9 The Supplier shall be aware that water seepage and some water seepage management activities, especially pressure grouting can represent significant safety and operational risk to the Company. The Supplier shall therefore ensure that they have sufficient competence and knowledge in underground construction methods and material behaviour to provide the Service and minimise risk.

4.4.20 Platform Tiling

4.4.20.1 The Supplier will be required to carry out inspection and maintenance on trackside wall tiling and high level platform wall tiling in order to minimise the risk of falling tiles. The scope of this service shall include decorative tile banding which run across the tunnel soffit from platform wall to trackside wall and any tiling to platform end walls and tunnel entry surrounds. The Company will provide a list of high risk sites at the commencement of the contract and will be approximately 10 per year. This will be reviewed, amended if required and agreed by the Company and the Supplier on a quarterly basis.

4.4.20.2 The Supplier shall carry out tap testing in order to identify any tiles or areas of tiles at risk of falling. Any loose or drumming tiles shall be removed and adjacent tiles checked to ensure they are sound.

4.4.20.3 The Supplier shall provide the Company with a full report with evidence of faults identified, together with proposed rectification.

4.5 Planned Corrective Maintenance

4.5.1 Scope of services

4.5.1.1 The Supplier shall provide a planned corrective maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).

4.5.1.2 Planned corrective maintenance shall be built up into a Workbank comprising the following:



- Identified Works – matters arising via the Company's Report Centre defined as non reactive by the Company
 - Corrective maintenance from inspections undertaken by the Company
 - Minor works
- 4.5.1.3 The Company shall provide details of planned corrective maintenance in the form of Work Orders which will contain the following information:
- Work Order/unique identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset
 - Priority level 4 or 5. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 4.5.1.4 The Supplier shall provide a planned corrective maintenance service sufficient to carry out planned corrective maintenance rectification in accordance with this Specification and Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 4.5.1.5 The Supplier shall manage the Workbank in the most efficient and cost effective way possible and in a way which minimises disruption to customers and staff.
- 4.5.1.6 The Supplier shall manage planned corrective maintenance as Work Orders within an asset management system. A current copy shall be provided to the Company for review and agreement every 28 day period.
- 4.5.1.7 The Supplier shall include pricing of all planned corrective maintenance in the Workbank within Schedule 2 (Payment Schedule).
- 4.5.1.8 The Company reserves the right to review and agree the pricing of any planned corrective maintenance within the Workbank. If pricing cannot be agreed with the Supplier, they will be instructed not to proceed with the works.
- 4.5.1.9 The Supplier shall ensure all locations with planned corrective maintenance receive a scheduled visit to permanently rectify all items within a 6 month cycle for Destination and Gateway Stations and a 12 month cycle for Metro and Local Stations and all other locations.
- 4.5.1.10 The Supplier shall provide the Company with a copy of the planned corrective maintenance rectification schedule at least 28 days prior to the start of each financial year for agreement with the Company. In advance of any amendment to the schedule, the Supplier shall provide justification for the proposed changes to the Company for agreement.



- 4.5.1.11 Where any planned corrective maintenance cannot be rectified in a single visit to any one location, an additional visit shall be scheduled within 7 days to rectify outstanding items.
- 4.5.1.12 The Supplier shall add the following information to the existing Work Order following the final site attendance for each planned corrective maintenance action and propose closure of the existing Work Order within the Workbank:
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost
 - High quality digital photograph/s of completed work
- Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 4.5.1.13 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 4.5.1.14 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.
- 4.5.1.15 The Supplier shall be aware that the Company reserves the right to review and agree the Workbank and provide further works through Additional Works, see Schedule 6, in order to improve efficiency.

4.6 Reactive Maintenance

4.6.1 Scope of services

- 4.6.1.1 The Supplier shall provide a reactive maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 4.6.1.2 The Supplier shall be notified of required reactive maintenance through electronic reactive maintenance reports ("Fault Reports") provided by the Company's Report Centre. The Fault Reports will contain the following information:
- Unique fault identification number
 - Building identification, name and function
 - Room identification, name and function



- Affected asset
 - Priority Level 1, 2 or 3. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 4.6.1.3 The Supplier shall provide the means of processing incoming Fault Reports in order to meet the performance requirements defined in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 4.6.1.4 The Supplier shall undertake reactive maintenance to permanently rectify the fault where possible, up to a value of £5,000. Where permanent rectification is not possible, the Supplier shall complete interim rectification and/or leave the location in a safe condition prior to leaving site following each site attendance and provide details of the work carried out to the Company. The Supplier shall permanently rectify the fault on subsequent visit/s or comply with 4.6.1.5.
- 4.6.1.5 Where the cost to rectify a fault is in excess of the £5,000 threshold, the Supplier shall notify the Company within 24 hours and await instruction to proceed with the repairs. The Supplier shall only undertake repairs above the threshold value without prior approval of the Company where failure to carry out the works immediately will result in significant disruption to the Company's business or present a safety or security risk.
- 4.6.1.6 The Supplier shall ensure that all repairs and replacements undertaken during reactive maintenance are of optimum function, quality and appearance in relation to the original material or item as far as is reasonably practicable, or in accordance with the heritage requirements of the particular location.
- 4.6.1.7 The Supplier shall add the following information to the existing Fault Report following the final site attendance for each reactive maintenance action and propose closure of the existing Fault Report.
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost (only where permanent repair is not possible under £5,000)
 - High quality digital photograph/s of completed work
 - Proposed re-classification of fault where appropriate (subject to agreement by the Company).
- Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.



- 4.6.1.8 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 4.6.1.9 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.



5 OPERATIONAL FACILITIES AND DEPOTS

5.1 Locations & Hours of Work

- 5.1.1 The Services described in section 5 of this Specification shall be delivered at Operational Facilities & Depots in business units BCV, SSL and JNP. A complete list of Premises, subject to the scope in clause 5.2.1 of this Specification is provided in Appendix A (Service Matrix).
- 5.1.2 Hours of Work
 - 5.1.2.1 The Supplier shall deliver the Services 24 hours per day, 7 days a week, every week of the year unless to do so would adversely impact the public, the occupying personnel or the operation of the Network, particularly in relation to safety, security, environmental considerations or where otherwise stated in this Specification. The Supplier shall comply with requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements.
 - 5.1.2.2 The Supplier acknowledges that the Company does not guarantee uninterrupted, or exclusive possession of the Site and that its access to some parts of the Site may be limited in accordance with the Contract.
- 5.1.3 Restrictions
 - 5.1.3.1 Where access is either not possible or is unavailable during Traffic Hours, or to take an asset out of service will unacceptably, in the opinion of the Company, impact the operation or safety of the Network, the Supplier shall undertake maintenance in Engineering Hours. Traffic Hours and Engineering Hours are defined in Schedule 5 (Access Schedule).
 - 5.1.3.2 Some locations are not permanently open or manned 24 hours per day and therefore access arrangements will require to be checked and agreed with site specific Company personnel prior to attendance at these locations.
 - 5.1.3.3 The Supplier shall provide the Services in such a manner so as to cause the minimum inconvenience to the building users and operational Supplier Personnel. Non- service delivery areas shall be treated in a similar manner to service delivery areas, roads and the like with regard to obstruction by plant, materials or rubbish, delivery vehicles, mud on the roads and other such similar occurrences.
 - 5.1.3.4 Where access is required to an asset, for example for emergency reactive maintenance, and it is subject to restrictions described in 5.1.2.1, the Supplier shall undertake a risk assessment and demonstrate a safe system of working in order to gain access.
 - 5.1.3.5 The Supplier shall need to access trackside Fabric and Premises assets that require walking and working on the track and in tunnels. These assets will be accessed in available



access hours subject to risk assessment and safe system of working.

5.1.4 Specialist Work

5.1.4.1 The Supplier shall make allowances for using resources by way of specialist suppliers to execute remedial works, for temporary removal of equipment, investigating faults or defects that should only be rectified by licensed personnel.

5.1.5 Critical Rooms & Priorities

5.1.5.1 The Supplier shall ensure that they are familiar with the LU Guidance Document G1760 – Guidance for Premises Inspections which identifies critical rooms and their priority in terms of risk to rail operations.

5.2 Scope of Services

5.2.1 Scope

5.2.1.1 The Supplier shall provide a professionally managed, high quality maintenance service that ensures the effective operation of all items forming the Company's premises and fabric components as detailed within the Appendix A (Service Matrix). Premises assets include but are not limited to:

- Roofs, including glazed/fragile roofs, and Inverted Green Roofs
- Chimneys
- Canopies
- Ceilings and soffits, including suspended ceilings
- Stairs, including finishes, nosings, handrails
- Fixed ladders and fixed access systems & gantries
- Fall protection systems
- Walls
- Poster frames, leaflet racks, whiteboards, notice boards
- Finishes and wall cladding systems (paint, plaster, tiles, anti-graffiti coating, metal, composites, glazed etc.)
- Windows, glazing & structural glass
- Doors (including ironmongery)
- Gates (including platform swing gates),
- Electronic gates, vehicle barriers, vehicle blockers and turnstiles
- Locks and keys (including maglocks, electronic and mechanical keypads)
- Balustrades, barriers, screens, fencing and bollards
- Floors and floor finishes
- Matwells and entrance matting
- Safety markings
- Pest control
- Drainage



- Channels
- Anti-flood valves
- Gullies
- Gutters
- Manholes
- Rainwater outlets and hoppers
- Catch pits
- Down pipes
- Sumps
- Soil & waste pipes
- Sanitary waste & pipe work and appliances
- Oil/petrol interceptors
- Passive fire systems and compartmentation
- Water seepage/flooding mitigation & management systems, grouting
- Water closets
- Sanitary & kitchen fittings (including taps)
- Kitchen units, worktops & shelving
- Invert covers
- Access covers (drainage, services, draw pits etc.)
- Grounds maintenance and station vegetation management
- Road, carpark, pavement surfaces

5.3 Standards

5.3.1 General

5.3.1.1 The Services shall be provided at all times in accordance with a maintenance regime that complies with all statutory requirements, Applicable Law, regulations and the following standards set out below.

5.3.2 LU and TfL Standards

5.3.2.1 The Supplier shall comply with all applicable LU and Company standards as they relate to premises assets. The Supplier shall also refer to the suite of LU Guidance documents which support LU standards. Refer to List of Standards and Guidance below.

STANDARDS	REVISION	TITLE
S1035	A3	Location Coding System
S1085	A4	Fire Safety Performance of Materials
S1086	A5	Fire Safety Classification of Stations
S1130	A3	Control of Asbestos in London Underground Premises
S1131	A5	Premises - Station Platforms



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S1132	A5	Premises - Barriers and Fencing (Non Lineside)
S1133	A9	Premises - Stairways and Ramps
S1134	A4	Premises - Doorsets and Glazing
S1135	A4	Premises – Finishes
1-351	A4	Station Décor Design
1-352	A2	Station Ambience
S1354	A8	Customer Facing Requirements for Temporary Works at Stations
S1538	A11	Assurance
S2300	A2	Change to Stations Assets CSA

GUIDANCE	REVISION	TITLE
G085	A5	Code of Practice – Fire Safety of Materials
G0130	A4	Asbestos Control & Management
G0131A	A2	Guidance On the Installation of Platform Tactile Strips
G0131B	A2	Guidance on Station Platforms
G0132	A3	Guidance on Barriers and Fencing
G0133	A1	Premises Guidance on Stairways and Ramps
G0134A	A2	Guidance on glazing
G0134B	A2	Guidance on Doorsets and Gates
G0135	A2	Guidance on Premises Finishes
G0137	A1	Walls and Partitions in Sub-Surface Stations
G0230	A1	Good Practice Guide for the Application of Surface Coatings to Premises
G0231	A3	Manual of Good Practice Station Cleaning
G0232	A1	Manual of Good Practice Cleaning Areas of Limited Access
G0233	A2	Control of Pests in the Underground Environment (excluding Track)
G1760	A5	Guidance for Premises Inspections



5.3.3 British Standards

5.3.3.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all relevant British Standards.

5.3.4 Other Standards

5.3.4.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all industry best practice guidance.

5.4 Planned Preventative Maintenance (PPM)

5.4.1 Scope of services

5.4.1.1 The Supplier shall deliver a multi-disciplinary PPM service which will ensure the Premises and fabric meets the requirements as set out in this Specification and all Applicable Laws.

5.4.1.2 With the exception of the Defined maintenance items, the maintenance strategy will be a risk based Targeted approach in order to reduce costs. PPM will be carried out to protect the assets identified in this section in order to ensure the assets are fit for purpose, to prolong their life, prevent deterioration and to reduce risk to building users and rail operations. Other assets are maintained on a reduced maintenance or reactive only basis.

5.4.1.3 The Supplier shall provide a Defined maintenance service for:

- Electronic gates, vehicle barriers, vehicle blockers and turnstiles
- Petrol and oil interceptors
- Green infrastructure

5.4.1.4 The Supplier shall provide a Targeted maintenance service for:

- Safety markings
- Roof & canopy drainage cleaning
- Gravity drainage system cleaning
- Matwells
- Pest control
- Grounds maintenance and vegetation management
- Water seepage management systems

5.4.1.5 The Supplier's PPM service shall ensure that all assets identified in 5.4.1.3 and 5.4.1.4 are properly maintained and remain functional, safe and operationally sound.

5.4.1.6 The Supplier shall produce and make available to the Company for review and agreement:

- A detailed PPM programme for each 12 month period; and
- A 3 year rolling PPM programme.

5.4.1.7 The Supplier shall produce a periodic PPM report and submit to the Company as part of the Periodic Reporting package. The PPM report shall include, but not be limited to, describing the



performance of the previous period, detail location of forthcoming work to be undertaken and clearly identify where activities are anticipated to have a potential impact on Company operations.

- 5.4.1.8 The Supplier shall carry out and complete all planned preventative and programmed maintenance at agreed times to meet the requirements of this Specification and Good Industry Practice.
- 5.4.2 Defined Maintenance
 - 5.4.2.1 The Supplier shall carry out Defined maintenance as described in 5.4.3 – 5.4.5 and at the prescribed frequency.
- 5.4.3 Electronic Gates, Vehicle Barriers, Vehicle Blockers and Turnstiles (6 monthly maintenance)
 - 5.4.3.1 All Operational Facilities & Depots electronic gates, vehicle barriers, vehicle blockers and turnstiles shall be maintained on a 6 monthly basis in accordance with Appendix D (Gates and Barriers Maintenance Schedule. This shall include, but not be limited to, the checking / maintenance / repair / parts replacement of the gate / barrier / blocker / turnstile and all associated mechanical and electrical parts used in the operation and control of the asset.
 - 5.4.3.2 Vehicle barriers shall be safety checked to ensure compliance and a report provided. Where defects are identified which have imminent Health & Safety concerns, the Supplier shall advise the Company immediately and provide a detailed report with full documentation within 24 hours identifying all concerns and including recommendations for the Company.
 - 5.4.3.3 On completion of the maintenance activity, the Supplier shall re-assemble, test operation and re-commission the asset if required.
- 5.4.4 Petrol and Oil Interceptors (annual maintenance)
 - 5.4.4.1 The inlets and outlets of petrol and oil interceptors shall be checked for blockages.
 - 5.4.4.2 Within all chambers, oil levels shall be checked using an interface meter. Silt levels shall also be checked.
 - 5.4.4.3 A tanker service shall be scheduled if required in order to remove oils, sludge and silt. Decontamination shall be undertaken if required and all contaminated waste shall be correctly disposed of.
 - 5.4.4.4 If an automatic closure device is present, the function shall be checked.
 - 5.4.4.5 A monitoring report shall be provided, which documents all works which have been undertaken. A service record shall also be provided which provides a history and chronology of all key monitoring and servicing activities.



5.4.5 Green Infrastructure (annual maintenance)

- 5.4.5.1 Green Infrastructure (GI) are features such as swales, green roofs and walls. A schedule of GI is set out within Appendix A (Service Matrix).
- 5.4.5.2 Until the Expiry Date, the Supplier shall develop, implement and maintain a GI maintenance programme, completed annually before the start of the growing season.
- 5.4.5.3 Within the first year of the Contract, the Supplier shall complete a condition survey of all GI to:
 - Optimise future maintenance of the GI
 - Establish current performance of the plant system (ensuring it meets the criteria it was initially installed for)
 - Identify potential performance failures
- 5.4.5.4 The Supplier shall then develop an annual programme of planned preventative maintenance work to resolve any quality issues identified within the survey and recorded in the GI maintenance programme. The maintenance programme should cover but not be limited to the following:
 - Inspection plan - as a minimum the GI shall be inspected twice a year between March and November
 - Removal of litter and debris, especially around drainage elements
 - Removal and suitable disposal of any unwanted weeds and non-native invasive species (e.g. buddleia and Conza sp.)
 - Application of appropriate nutrient source / fertiliser if required
 - Vegetation and plant replacement for dead or damaged plants
 - Grass cutting (swale only)
 - Sediment management (swale only)
 - Any other remedial works required to maintain performance of the system
 - Additional inspections shall be carried out after extreme weather events as defined by the MET Office (e.g. extended periods of rain or extended periods of no rain) to ascertain condition of the plant system.
 - Records of all inspections (to record asset condition) and maintenance work completed shall be recorded in a format agreed with the Company

5.4.6 Targeted Maintenance

- 5.4.6.1 The Supplier shall develop a planned programme and associated services for Targeted maintenance described in 5.4.7 – 5.4.14. This shall be based on historic fault data, current schedules, asset condition and the operational risk of asset failure to the Company.



5.4.7 Safety Markings

- 5.4.7.1 The Supplier shall provide a planned service for the painting of all white & yellow lining, platform markings, road markings and wayfinding markings to other designated areas at Operational Facilities & Depots managed by the Company.
- 5.4.7.2 The Supplier shall produce a planned programme for the painting of markings on all Operational Facilities & Depots and other areas managed by the Company either based on fault data condition or inspection data of existing painted surfaces to ensure that the painted area is in a good condition at all times.
- 5.4.7.3 The Supplier's planned programme of works shall include:
- 5.4.7.4 Repair of existing markings – Prior to repair the Supplier shall prepare the line surface by ensuring the removal of dirt, loose and flaking materials, gum and other detritus objects back to the line surface. The Supplier shall apply paint systems to isolated areas of repair in accordance with approved painting standard. All line markings are required to be uniform in appearance using the correct RAL colour match.
- 5.4.7.5 Complete repainting - The Supplier shall thoroughly prepare existing markings by scarifying with and approved manual or mechanical tool to remove all loose and flaking material back to a clean sound base to provide an effective key for the application of the new paint. When completed, the appearance of the markings shall be of a uniform appearance to agreed RAL colour requirements and to match existing markings in the same location.

5.4.8 Roof & Canopy Drainage System Cleaning

- 5.4.8.1 The Supplier shall provide a planned service for roof and canopy drainage systems on Operational Facilities & Depots managed by the Company. Roof and canopy drainage systems include (but are not limited to):
- gutters
 - rainwater outlets
 - hoppers
 - downpipes.
- 5.4.8.2 The Supplier shall clear all detritus, litter, vegetation and other deleterious matter from gutters, hoppers and rainwater outlets etc. through to the entry into the ground level drainage system. The planned cleaning regime shall be adequate whilst considering 'Seasonal Weather' changes (Sept/March/October) to ensure that the system being maintained meets its design parameters.
- 5.4.8.3 All access panels from down pipes shall be removed and the down pipes cleaned. Approval must be sought from the Company prior to any high pressure jetting taking place. Access panels shall be replaced and supplied with new seals. Where required, wire guards shall be installed to inlets from



gutters and any missing items replaced or repaired. All rain water gullies shall be cleaned back to manholes and any traps washed and cleared of all silt and debris.

- 5.4.8.4 The Supplier shall lift gully grids and gratings at rainwater discharge points, the gullies shall be thoroughly cleaned and the covers replaced. All debris and detritus shall be collected by the Supplier to prevent it entering the drainage system below ground.
- 5.4.8.5 On completion of cleaning, the Supplier shall test (visual inspection) each roof drainage system for leakages or other defects and to ascertain that the system is free flowing. Results of the test shall be recorded and reported to the Company.
- 5.4.8.6 Following the works, the Supplier shall issue a full report including 'before' and 'after' photographs back to the Company within 5 Working Days advising on current condition and providing recommendations as necessary. The Company shall advise of any required action within 10-Working Days.

5.4.9 Gravity Drainage System Cleaning

- 5.4.9.1 The Supplier shall provide a planned service for a targeted cleaning regime for all assets forming the foul, grey or surface water gravity drainage system(s) (through to connection with the local Company sewer or waterway) including the erection of temporary screens around the site as necessary for the protection of the Public and Staff. Gravity drainage systems include (but are not limited to):

- Channels
- Anti-flood valves
- Gullies
- Manholes
- Catch pits
- Sumps
- Soil & waste pipes
- Sanitary waste & pipe work and appliances

Pumping systems and their associated ancillaries are excluded from the scope of services.

- 5.4.9.2 Targeted planned cleaning regime shall be executed on the basis of known defect and repetitive failure sites and historic information used. The maintenance regime shall be adequate to ensure that the system maintained to meets its design parameters.
- 5.4.9.3 All drainage assets shall be maintained by ensuring, clearance of silt, grease, scale deposits, tree roots and debris. The Supplier shall ensure that inspection chambers, fittings and all associated appliances are maintained.
- 5.4.9.4 The Supplier shall execute works carefully to avoid damage to the covers and surrounds. All solid waste from the drainage



system shall be removed from the drainage system and taken to an authorised disposal point.

5.4.9.5 The Supplier shall ensure that all works that entail cleaning drains are required to be inspected by CCTV pre and post works. All copies of the electronic recording images shall be issued to the Company.

5.4.9.6 The Supplier shall allow for covers to be cleaned and where necessary replaced level to existing surfaces. The installation shall ensure appropriate gaskets; sealing grooves with grease compound are fitted. Any access plates shall be lifted and cleaned, then greased and resealed.

5.4.10 Matwells

5.4.10.1 The Supplier shall provide a planned service for matwell maintenance. All entrance matting shall be raised and the matwell cleaned of any detritus or other deleterious matter.

5.4.10.2 The Supplier shall ensure the sequence of removal and the reverse sequence for correct replacement of the entrance matting is correct to ensure it remains flat and with no distortion. The entrance matting shall be free fitting and shall not be fixed down in order that it is easily removable for cleaning.

5.4.10.3 All matwells shall be emptied of collected water at regular intervals to ensure that the adjacent flooring does not become wet as a consequence of overflow.

5.4.11 Pest Control Services

5.4.11.1 The Supplier shall develop and implement a programme, to be agreed with the Company, for planned pest control activities based on fault data and incidents of infestation in order to manage and control infestation by birds, rodents and insect pests (excluding pharaoh ants) in accordance with the required standards.

5.4.11.2 The Supplier shall be responsible for the control of insect infestations including Non-Native Invasive Species. (Excluding pharaoh ants).

5.4.11.3 Within the first year of the Contract, the Supplier shall complete a condition survey of all avian pest control measures; recording the asset condition in format agreed with the Company. The Supplier shall use the survey to create a phased programme of installation of longer-life exclusion systems to ensure phase out of polypropylene/nylon netting to aid compliance with Animal Welfare Act 2006 and reduce whole life maintenance costs.

5.4.11.4 Pest Control visits are to be undertaken throughout the year when access can be arranged unless otherwise stated. Should difficulty arise in access, the Supplier shall identify any activities which require to be done in non-traffic hours.

5.4.11.5 The Supplier shall ensure that all relevant legacy data/information is reviewed and that this information is used to develop, monitor, and update their programme.



- 5.4.11.6 The Supplier shall conduct bird fouling clearance within Operational Facilities & Depots including subsequent high level cleaning of all affected areas.
- 5.4.11.7 The Supplier shall eradicate all pests from within Operational Facilities & Depots and implement a programme of control. Where this is not feasible, the Supplier shall notify the Company with a full report on reasons and any recommendations within 7 Working Days.
- 5.4.11.8 The Supplier shall consult with the Company prior to the installation of any new netting or other control methods.
- 5.4.11.9 The Supplier shall supply and maintain all measures within the station demise to prevent avian access, such as nets and roosting wires and shall ensure that the Premises are free from any build-up of avian fouling.
- 5.4.11.10 The Supplier shall make provisions to replenish all pigeon gels, solutions etc. at regular intervals to ensure their effectiveness.
- 5.4.11.11 The Supplier shall remove / adjust pest control systems to allow access for other suppliers / third Parties and reinstate on completion of the activities.
- 5.4.11.12 The Company on occasion may instruct the Supplier on specific locations that require a baiting programme.
- 5.4.11.13 The Supplier shall provide the Company with a written report following each planned pest control visit to the sites within Operational Facilities & Depots. These shall be dated and include but not be limited to:
- A description of pests found in the building and their likely origins;
 - Annotated maps, plans or sketches as required;
 - Photographic images;
 - The extent and nature of infestations or pest activity;
 - Potential risks identified and possible mitigation measures;
 - The extent of treatments undertaken; and
 - Further action that is required.
- 5.4.11.14 The Supplier shall use the most effective and humane methods possible and remove all animal, avian and/or insect corpses immediately upon discovery. When controlling avian pests, preference should be given to exclusion techniques.
- 5.4.12 Invasive Species
- 5.4.12.1 The Supplier shall demonstrate that it meets the most current version of Applicable Laws and is following Good Industry Practice, when delivering NNIS control on the Company's infrastructure. For example and without limitation, the Supplier shall follow the Environment Agency Code of Practice on Non-Native Species, and advice from GB Non-Native Species Secretariat and London Invasive Species Initiative.
- 5.4.12.2 Until the Expiry Date, the Supplier shall develop, implement and maintain a Non-Native Invasive Species (NNIS) Control



Plan and Programme, which demonstrates the use of competent Supplier Personnel, Good Industry Practice and innovative solutions to effectively control and eradicate) to prevent harm to the Company's infrastructure, staff and biodiversity.

5.4.12.3 The Supplier will ensure that:

- the NNIS Control Plan and Programme will be updated annually and be submitted no later than the start of the NNIS growing season (first agreed plan will be annexed to this schedule at contract award).
- the NNIS Control Plan and Programme will in the first growing season following the Services Commencement Date, survey and record the location and extent of all NNIS. The Supplier shall record NNIS survey and treatment records on the Company's preferred format or a format to be agreed with the Company and must be regularly (minimum each quarter) kept up to date and return to the client at the end of the growing season and after last treatment.
- all information and systems for recording NNIS will be owned by the Company in accordance with the provisions of clause 37. The Supplier will ensure that at all times all data is suitably secured from loss of all kinds.
- within first calendar year an appropriate staff warning system, to be agreed with client, for NNIS will be installed (for example Japanese Knotweed and Giant Hogweed).
- it demonstrates understanding of all relevant current and emerging Applicable Legislation, Good Industry Practice and London Mayoral strategies and policies relating to NNIS and their treatment and remains compliant at all times. The Supplier will inform the Company of any changes in how the Supplier will deliver compliance using the NNIS Control Plan and Programme.
- all Supplier Personnel responsible for the management and or control of NNIS until the Expiry Date, are suitably trained, experienced and competent, to undertake their work.

5.4.13 Vegetation Management and Grounds Maintenance

5.4.13.1 The Supplier shall produce a planned programme of vegetation control and grounds maintenance, to be agreed by the Company that takes into account the growth patterns in accordance with seasonal variations. The programme shall ensure that Operational Facilities & Depots vegetation is managed in accordance with the required and statutory standards that are current throughout the life of the Contract, and any extension thereof.

5.4.13.2 The provision of this service will be separated into a number of elements including but not limited to:



- Vegetation management within Operational Facilities & Depots
 - Vegetation management at Company managed staff car parks
 - Removal of dead animals
 - Tree management within Operational Facilities & Depots sites
 - Station perimeter fence inspections / repairs
 - Access path clearance
 - Litter and refuse control and disposal (Operational Facilities & Depots grounds only)
 - Fencing maintenance
 - Roadway, car park and pavement surface maintenance
- 5.4.13.3 The Supplier shall familiarise themselves with the Company's demise plan to define the boundary and responsibilities of the planned maintenance.
- 5.4.13.4 The Supplier shall ensure that all their Supplier Personnel requiring access to controlled areas are competent and have attained the relevant access requirements.
- 5.4.13.5 The Supplier shall be responsible for the management and control of naturally occurring vegetation within the Operational Facilities & Depots site (including green roofs).
- 5.4.13.6 The Supplier shall carry out vegetation control to protect the station environment from the effects of vegetation encroachment in accordance with the required and statutory standards that are current throughout the life of the Contract. The Supplier must also ensure that works carried out to manage and control station vegetation do not detract from the overall appearance of the Station.
- 5.4.13.7 The Supplier will be required to have qualified tree surgeons to prune/pollard trees within the station demise. Supplier Personnel will need to be trained and competent in the handling and application of herbicides in public and non - public areas.
- 5.4.13.8 The Supplier will be required to ensure that trees are inspected at least once annually and a report provided to the Company.
- 5.4.13.9 The Supplier shall be responsible for the effective control and disposal of all vegetation refuse deposited within the station demise. Litter which is removable by hand, including but not limited to cans, bottles, paper and plastic, shall be removed by the Supplier when the Supplier is undertaking planned vegetation management work within controlled areas.
- 5.4.13.10 The Supplier shall remove any discarded items, from batteries to shopping trolleys, which present an environmental or operational hazard and shall dispose of them in the correct manner. These include items thrown from street level over bridges, fences or walls onto land within the Operational Facilities & Depots site. All discarded item are to be considered



as being Hazardous Waste (this will include all ‘sharps’, ‘hypodermic needles’ etc.)

5.4.13.11 The Supplier shall be responsible for the maintenance of all types of fencing (chain-link, palisade, close boarded) and shall ensure that all planned maintenance works are carried out. This may include but is not limited to tightening brace, cross members, bolts, refixing chain-link clips, tightening lines, applying wood preservative to boards, replace missing sections of fencing within the Operational Facilities & Depots site.

5.4.13.12 The Supplier shall ensure that the stability of all fencing remains safe in its environment and where security characteristics are required, that this is retained and not compromised.

5.4.13.13 The Supplier shall be responsible for the maintenance of various types of roadway, carpark and pavement surfaces which may consist of concrete, bitumen, asphalt, paving slabs etc. This will include for all associated items (gates/fences etc.) related to Health & Safety concerns within the environment. The Supplier shall consider all seasonal weather variations to undertake planned maintenance programme works. Faults may include potholes, uneven paving, broken kerbs etc.

5.4.14 Water Seepage Management Systems

5.4.14.1 The Supplier shall be provided with current information of stations with water management systems, including drip trays, evaporation trays, deflection plates, channels, waterproofing linings and other water management systems, including the requirement for grouting. The Supplier shall review all details/schedules, particularly problematic sites and develop a planned programme to manage the assets. The asset information may be subject to update and change to reflect problem areas as they arise.

5.4.14.2 The Supplier shall have an inspection plan and undertake inspections to advise the Company of any deterioration/degradation of the assets.

5.4.14.3 All assets shall be cleared of debris, build up of scale, silt and any other obstructions to prevent the efficient functioning of the systems. Any collected water shall be drained and the assets thoroughly cleaned.

5.4.14.4 All assets shall be checked to ensure they are functioning, allow the free flow of water and are not overflowing. Any missing or damaged parts to be replaced or repaired as required.

5.4.14.5 The Supplier shall provide and record updated information on all water management systems. This shall also include updating the current list of stations with high recorded seepage.

5.4.14.6 Following inspection and maintenance, the Supplier shall report back to the Company within 5 Working Days advising of



any significant issues or concerns in report format which shall include recommendations for the Company.

- 5.4.14.7 The Supplier shall be required to carry out monitoring and checking of all high risk sites at frequencies appropriate to the risk, the type of management system and the season. Whilst undertaking this activity, existing water management assets are to be checked and serviced to ensure functionality and security of fixing. Any subsidiary damage as a result of water ingress to adjacent assets or structure shall be identified and reported upon in accordance with clause 5.4.14.6.
- 5.4.14.8 The Supplier shall be required to carry out investigation of water seepage incidents or occurrences in accordance with reactive maintenance performance requirements and to assess and report within 24 hours on risk to assets or customers, with recommendations for remedial action.
- 5.4.14.9 The Supplier shall be aware that water seepage and some water seepage management activities, especially pressure grouting can represent significant safety and operational risk to the Company. The Supplier shall therefore ensure that they have sufficient competence and knowledge in underground construction methods and material behaviour to provide the Services and minimise risk.

5.5 Planned Corrective Maintenance

5.5.1 Scope of services

- 5.5.1.1 The Supplier shall provide a planned corrective maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 5.5.1.2 Planned corrective maintenance shall be built up into a Workbank comprising the following:
- Identified Works – matters arising via the Company's Report Centre defined as non reactive by the Company
 - Corrective maintenance from inspections undertaken by the Company
 - Minor works
- 5.5.1.3 The Company shall provide details of planned corrective maintenance in the form of Work Orders which will contain the following information:
- Work Order/unique identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset



- Priority level 4 or 5. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 5.5.1.4 The Supplier shall provide a planned corrective maintenance service sufficient to carry out planned corrective maintenance rectification in accordance with this Specification and Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 5.5.1.5 The Supplier shall manage the Workbank in the most efficient and cost effective way possible and in a way which minimises disruption to customers and Supplier Personnel.
- 5.5.1.6 The Supplier shall manage planned corrective maintenance as Work Orders within an asset management system. A current copy shall be provided to the Company for review and agreement every 28 day period.
- 5.5.1.7 The Supplier shall include pricing of all planned corrective maintenance in the Workbank within Schedule 2 (Payment Schedule).
- 5.5.1.8 The Company reserves the right to review and agree the pricing of any planned corrective maintenance within the Workbank. If pricing cannot be agreed with the Supplier, they will be instructed not to proceed with the works.
- 5.5.1.9 The Supplier shall ensure all locations with planned corrective maintenance receive a scheduled visit to permanently rectify all items within a 6 month cycle for Destination and Gateway Stations and a 12 month cycle for Metro and Local Stations, and all other locations.
- 5.5.1.10 The Supplier shall provide the Company with a copy of the planned corrective maintenance rectification schedule at least 28 days prior to the start of each financial year for agreement with the Company. In advance of any amendment to the schedule, the Supplier shall provide justification for the proposed changes to the Company for agreement.
- 5.5.1.11 Where any planned corrective maintenance cannot be rectified in a single visit to any one location, an additional visit shall be scheduled within 7 days to rectify outstanding items.
- 5.5.1.12 The Supplier shall add the following information to the existing Work Order following the final site attendance for each planned corrective maintenance action and propose closure of the existing Work Order within the Workbank:
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost
 - High quality digital photograph/s of completed work



Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.

- 5.5.1.13 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 5.5.1.14 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.
- 5.5.1.15 The Supplier shall be aware that the Company reserves the right to review and agree the Workbank and provide further works through Additional Works, see Schedule 6, in order to improve efficiency.

5.6 Reactive Maintenance

5.6.1 Scope of services

- 5.6.1.1 The Supplier shall provide a reactive maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 5.6.1.2 The Supplier shall be notified of required reactive maintenance through electronic reactive maintenance reports (Fault Reports) provided by the Company's Report Centre. The Fault Reports will contain the following information:
 - Unique fault identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset
 - Priority Level 1, 2 or 3 (see Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 5.6.1.3 The Supplier shall provide the means of processing incoming Fault Reports in order to meet the performance requirements defined in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 5.6.1.4 The Supplier shall undertake reactive maintenance to permanently rectify the fault where possible, up to a value of £5,000. Where permanent rectification is not possible, the Supplier shall complete interim rectification and/or leave the location in a safe condition prior to leaving site following each site attendance and provide details of the work carried out to



the Company. The Supplier shall permanently rectify the fault on subsequent visit/s or comply with 5.6.1.5.

- 5.6.1.5 Where the cost to rectify a fault is in excess of the £5,000 threshold, the Supplier shall notify the Company within 24 hours and await instruction to proceed with the repairs. The Supplier shall only undertake repairs above the threshold value without prior approval of the Company where failure to carry out the works immediately will result in significant disruption to the Company's business or present a safety or security risk.
- 5.6.1.6 The Supplier shall ensure that all repairs and replacements undertaken during reactive maintenance are of optimum function, quality and appearance in relation to the original material or item as far as is reasonably practicable, or in accordance with the heritage requirements of the particular location.
- 5.6.1.7 The Supplier shall add the following information to the existing Fault Report following the final site attendance for each reactive maintenance action and propose closure of the existing Fault Report:
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost (only where permanent repair is not possible under £5,000)
 - High quality digital photograph/s of completed work
 - Proposed re-classification of fault where appropriate (subject to agreement by the Company).
- Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 5.6.1.8 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 5.6.1.9 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.



6 POWER BUILDINGS AND SITES

6.1 Locations & Hours of Work

- 6.1.1 The Services described in section 6 of this Specification shall be delivered at London Underground Power buildings & sites. A complete list of Premises subject to the scope in clause 6.2.1 of this Specification is provided in Appendix A (Service Matrix).
- 6.1.2 Hours of Work
 - 6.1.2.1 The Supplier shall deliver the Services 24 hours per day, 7 days a week, every week of the year unless to do so would adversely impact the public, the occupying personnel or the operation of the Network, particularly in relation to safety, security, environmental considerations or where otherwise stated in this Specification. The Supplier shall accommodate comply with requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements.
 - 6.1.2.2 The Supplier acknowledges that the Company does not guarantee uninterrupted, or exclusive possession of the Site and that its access to some parts of the Site may be limited in accordance with the Contract.
- 6.1.3 Restrictions
 - 6.1.3.1 Where access is either not possible or is unavailable during Traffic Hours, or to take an asset out of service will unacceptably, in the opinion of the Company, impact the operation or safety of the Network, the Supplier shall undertake maintenance in Engineering Hours. Traffic Hours and Engineering Hours are defined in Schedule 5 (Access Schedule).
 - 6.1.3.2 Some locations are not permanently open or manned 24 hours per day and therefore access arrangements will require to be checked and agreed with site specific Company personnel prior to attendance at these locations.
 - 6.1.3.3 The Supplier shall provide the Services in such a manner so as to cause the minimum inconvenience to the site users and operational staff. Non service delivery areas shall be treated in a similar manner to service delivery areas, roads and the like with regard to obstruction by plant, materials or rubbish, delivery vehicles, mud on the roads and other such similar occurrences.
 - 6.1.3.4 Where access is required to an asset, for example for emergency reactive maintenance, and it is subject to restrictions described in 6.1.2.1, the Supplier shall undertake a risk assessment and demonstrate a safe system of working in order to gain access.
 - 6.1.3.5 The Supplier shall need to access trackside Fabric and Premises assets that require walking and working on the track and in tunnels. These assets will be accessed in available



access hours subject to risk assessment and safe system of working.

6.1.4 Specialist Work

6.1.4.1 The Supplier shall make allowances for using resources by way of specialist suppliers to execute remedial works, for temporary removal of equipment, investigating faults or defects that should only be rectified by licensed personnel.

6.2 Scope of Services

6.2.1 Scope

6.2.1.1 The Supplier shall provide a professionally managed, high quality maintenance service that ensures the effective operation of all items forming the Company's premises and fabric components as detailed within the Appendix A (Service Matrix). Premises assets include but are not limited to:

- Roofs, including glazed/fragile roofs
- Chimneys
- Ceilings and soffits, including suspended ceilings
- Stairs, including finishes, nosings, handrails
- Fixed ladders and fixed access systems & gantries
- Fall protection systems
- Walls
- Notice boards
- Finishes and wall cladding systems (paint, plaster, tiles, anti-graffiti coatings, metal, etc.)
- Windows and glazing
- Doors (including ironmongery)
- Gates and shutters
- Locks and keys (including maglocks, electronic and mechanical keypads)
- Balustrades, barriers, screens, fencing and bollards
- Floors and floor finishes
- Safety markings
- Pest control
- Drainage
 - Channels
 - Anti-flood valves
 - Gullies
 - Gutters
 - Manholes
 - Rainwater outlets and hoppers
 - Catch pits
 - Down pipes
 - Sumps
 - Soil & waste pipes
 - Sanitary waste & pipe work and appliances
 - Oil interceptors



- Water seepage/flooding mitigation & management systems, grouting
- Water closets
- Sanitary & kitchen fittings (including taps)
- Kitchen units, worktops & shelving
- Access covers (drainage, services, draw pits etc.)
- Grounds maintenance and station vegetation management
- Compound, carpark, pavement surfaces

6.3 Standards

6.3.1 General

6.3.1.1 The Services shall be provided at all times in accordance with a maintenance regime that complies with all statutory requirements, Applicable Law, regulations and the following standards set out below.

6.3.2 LU and TfL Standards

6.3.2.1 The Supplier shall comply with all applicable LU and Company standards as they relate to premises assets. The Supplier shall also refer to the suite of LU Guidance documents which support LU standards. Refer to List of Standards and Guidance below.

STANDARDS	REVISION	TITLE
S1035	A3	Location Coding System
S1085	A4	Fire Safety Performance of Materials
S1086	A5	Fire Safety Classification of Stations
S1130	A3	Control of Asbestos in London Underground Premises
S1131	A5	Premises - Station Platforms
S1132	A5	Premises - Barriers and Fencing (Non Lineside)
S1133	A9	Premises - Stairways and Ramps
S1134	A4	Premises - Doorsets and Glazing
S1135	A4	Premises – Finishes
1-351	A4	Station Décor Design
1-352	A2	Station Ambience
S1354	A8	Customer Facing Requirements for Temporary Works at Stations
S1538	A11	Assurance



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S2300	A2	Change to Stations Assets CSA

GUIDANCE	REVISION	TITLE
G085	A5	Code of Practice – Fire Safety of Materials
G0130	A4	Asbestos Control & Management
G0131A	A2	Guidance On the Installation of Platform Tactile Strips
G0131B	A2	Guidance on Station Platforms
G0132	A3	Guidance on Barriers and Fencing
G0133	A1	Premises Guidance on Stairways and Ramps
G0134A	A2	Guidance on glazing
G0134B	A2	Guidance on Doorsets and Gates
G0135	A2	Guidance on Premises Finishes
G0137	A1	Walls and Partitions in Sub-Surface Stations
G0230	A1	Good Practice Guide for the Application of Surface Coatings to Premises
G0231	A3	Manual of Good Practice Station Cleaning
G0232	A1	Manual of Good Practice Cleaning Areas of Limited Access
G0233	A2	Control of Pests in the Underground Environment (excluding Track)
G1760	A5	Guidance for Premises Inspections

6.3.3 British Standards

6.3.3.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all relevant British Standards.

6.3.4 Other Standards

6.3.4.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all industry best practice guidance.



6.4 Planned Preventative Maintenance (PPM)

6.4.1 Scope of services

- 6.4.1.1 The Supplier shall deliver a multi-disciplinary PPM service which will ensure the Premises and fabric meet the requirements as set out in this Specification and all Applicable Laws.
- 6.4.1.2 With the exception of the Defined maintenance items, the maintenance strategy will be a risk based Targeted approach in order to reduce costs. PPM will be carried out to protect the assets identified in this section in order to ensure the assets are fit for purpose, to prolong their life, prevent deterioration and to reduce risk to building users and rail operations. Other assets are maintained on a reduced maintenance or reactive only basis.
- 6.4.1.3 The Supplier shall provide a Defined maintenance service for:
 - Doors, compound gates and shutters
 - Oil interceptors
- 6.4.1.4 The Supplier shall provide a Targeted maintenance service for:
 - Roof drainage cleaning
 - Gravity drainage system cleaning
 - Pest control
 - Grounds maintenance and station vegetation management
- 6.4.1.5 The Supplier's PPM service shall ensure that all assets identified in 6.4.1.3 and 6.4.1.4 are properly maintained and remain functional, safe and operationally sound.
- 6.4.1.6 The Supplier shall produce and make available to the Company for review and agreement:
 - A detailed PPM programme for each 12 month period; and
 - A 3 year rolling PPM programme.
- 6.4.1.7 The Supplier shall produce a periodic PPM report and submit to the Company as part of the Periodic Reporting package. The PPM report shall include, but not be limited to, describing the performance of the previous period, detail location of forthcoming work to be undertaken and clearly identify where activities are anticipated to have a potential impact on Company operations.
- 6.4.1.8 The Supplier shall carry out and complete all planned preventative and programmed maintenance at agreed times to meet the requirements of this Specification and Good Industry Practice.

6.4.2 Defined Maintenance

- 6.4.2.1 The Supplier shall carry out Defined maintenance as described in 6.4.3 – 6.4.4 and at the prescribed frequency.

6.4.3 Doors, Compound Gates and Shutters (annual maintenance)

- 6.4.3.1 All doors, gates and shutters shall be inspected annually and overhauled, eased, adjusted, cleaned and greased to ensure



smooth and reliable operation. Maintenance is deemed to include but not be limited to:

- 6.4.3.2 Doors: Locks and door ironmongery shall be oiled and greased and door closers checked for smooth operation. Fire doors shall be checked to ensure good condition and that intumescent strips are fitted.
 - 6.4.3.3 Compound Gates: Frames shall be checked to ensure they are aligned. All channels, tracks and rails to be cleared of deleterious matter. All moveable parts such as hinges shall be checked to ensure they move freely, are clean and well lubricated.
 - 6.4.3.4 Roller Shutters: Shutters and any associated mechanical and electrical parts used in the operation and control of the asset shall be maintained. Shutters shall be manually, automatically opened/closed by lifting the handles or mechanism to ensure they are moving freely. Ensure that all channels and framework are clear from deleterious matter and well lubricated to all moveable parts. All brakes, chains, seals, counterbalances, springs, windings together with any mountings, motor casings and bearings shall be checked and maintained by competent personnel and parts replaced where required. Motor running current and speed drives also to be checked by competent personnel.
- 6.4.4 Oil Interceptors (annual maintenance)
- 6.4.4.1 The inlets and outlets of petrol and oil interceptors shall be checked for blockages.
 - 6.4.4.2 Within all chambers, oil levels shall be checked using an interface meter. Silt levels shall also be checked.
 - 6.4.4.3 A tanker service shall be scheduled if required in order to remove oils, sludge and silt. Decontamination shall be undertaken if required and all contaminated waste shall be correctly disposed of.
 - 6.4.4.4 If an automatic closure device is present, the function shall be checked.
 - 6.4.4.5 A monitoring report shall be provided, which documents all works which have been undertaken. A service record shall also be provided which provides a history and chronology of all key monitoring and servicing activities.
- 6.4.5 Targeted Maintenance
- 6.4.5.1 The Supplier shall develop a planned programme and associated services for Targeted maintenance described in 6.4.6 – 6.4.10. This shall be based on historic fault data, current schedules, asset condition and the operational risk of asset failure to the Company.
- 6.4.6 Roof Drainage System Cleaning
- 6.4.6.1 The Supplier shall provide a planned service for roof drainage systems on the London Underground network managed by the



Company. Roof drainage systems include (but are not limited to):

- gutters
- rainwater outlets
- hoppers
- downpipes.

6.4.6.2 The Supplier shall clear all detritus, litter, vegetation and other deleterious matter from gutters, hoppers and rainwater outlets etc. through to the entry into the ground level drainage system. The planned cleaning regime shall be adequate whilst considering 'Seasonal Weather' changes (Sept/March/October) to ensure that the system being maintained meets its design parameters.

6.4.6.3 All access panels from down pipes shall be removed and the down pipes cleaned. Approval must be sought from the Company prior to any high pressure jetting taking place. Access panels shall be replaced and supplied with new seals. Where required, wire guards shall be installed to inlets from gutters and any missing items replaced or repaired. All rain water gullies shall be cleaned back to manholes and any traps washed and cleared of all silt and debris.

6.4.6.4 The Supplier shall lift gully grids and gratings at rainwater discharge points, the gullies shall be thoroughly cleaned and the covers replaced. All debris and detritus shall be collected by the Supplier to prevent it entering the drainage system below ground.

6.4.6.5 On completion of cleaning, the Supplier shall test (visual inspection) each roof drainage system for leakages or other defects and to ascertain that the system is free flowing. Results of the test shall be recorded and reported to the Company.

6.4.6.6 Following the works, the Supplier shall issue a full report including 'before' and 'after' photographs back to the Company within 5 Working Days advising on current condition and providing recommendations as necessary. The Company shall advise of any required action within 10 Working Days.

6.4.7 Gravity Drainage System Cleaning

6.4.7.1 The Supplier shall provide a planned service for a targeted cleaning regime for all assets forming the foul, grey or surface water gravity drainage system(s) (through to connection with the local Company sewer or waterway). Gravity drainage systems include (but are not limited to):

- Channels
- Anti-flood valves
- Gullies
- Manholes
- Catch pits



- Sumps
- Soil & waste pipes
- Sanitary waste & pipe work and appliances

Pumping systems and their associated ancillaries are excluded from the scope of services.

- 6.4.7.2 Targeted planned cleaning regime shall be executed on the basis of known defect and repetitive failure sites and historic information used. The maintenance regime shall be adequate to ensure that the system maintained to meets its design parameters.
- 6.4.7.3 All drainage assets shall be maintained by ensuring, clearance of silt, grease, scale deposits, tree roots and debris. The Supplier shall ensure that inspection chambers, fittings and all associated appliances are maintained.
- 6.4.7.4 The Supplier shall execute works carefully to avoid damage to the covers and surrounds. All solid waste from the drainage system shall be removed from the drainage system and taken to an authorised disposal point.
- 6.4.7.5 The Supplier shall ensure that all works that entail cleaning drains are required to be inspected by CCTV pre and post works. All copies of the electronic recording images shall be issued to the Company.
- 6.4.7.6 The Supplier shall allow for covers to be cleaned and where necessary replaced level to existing surfaces. The installation shall ensure appropriate gaskets; sealing grooves with grease compound are fitted. Any access plates shall be lifted and cleaned, then greased and resealed.

6.4.8 Pest Control Services

- 6.4.8.1 The Supplier shall develop and implement a programme, to be agreed with the Company, for planned pest control activities based on fault data and incidents of infestation in order to manage and control infestation by birds, rodents and insect pests (excluding pharaoh ants) in accordance with the required standards.
- 6.4.8.2 The Supplier shall be responsible for the control of insect infestations including Non-Native Invasive Species. (Excluding pharaoh ants).
- 6.4.8.3 Within the first year of the Contract, the Supplier shall complete a condition survey of all avian pest control measures; recording the asset condition in format agreed with the Company. The Supplier shall use the survey to create a phased programme of installation of longer-life exclusion systems to ensure phase out of polypropylene/nylon netting to aid compliance with Animal Welfare Act 2006 and reduce whole life maintenance costs.
- 6.4.8.4 Pest Control visits are to be undertaken throughout the year when access can be arranged unless otherwise stated. The Supplier shall identify any difficulties relating to access,



- 6.4.8.5 The Supplier shall ensure that all relevant legacy data/information is reviewed and that this information is used to develop, monitor, and update their programme.
- 6.4.8.6 The Supplier shall conduct bird fouling clearance within the Power building or site including subsequent high level cleaning of all affected areas.
- 6.4.8.7 The Supplier shall eradicate all pests from within the Power building or site and implement a programme of control. Where this is not feasible, the Supplier shall notify the Company with a full report on reasons and any recommendations within 7 Working Days.
- 6.4.8.8 The Supplier shall consult with the Company prior to the installation of any new netting or other control methods.
- 6.4.8.9 The Supplier shall supply and maintain all measures within the Power building or site to prevent avian access, such as nets and roosting wires and shall ensure that the Premises are free from any build-up of avian fouling.
- 6.4.8.10 The Supplier shall make provisions to replenish all pigeon gels, solutions etc. at regular intervals to ensure their effectiveness.
- 6.4.8.11 The Supplier shall remove / adjust pest control systems to allow access for other suppliers / third Parties and reinstate on completion of the activities.
- 6.4.8.12 The Company on occasion may instruct the Supplier on specific locations that require a baiting programme.
- 6.4.8.13 The Supplier shall provide the Company with a written report following each planned pest control visit to the sites within the Power building or site. These shall be dated and include but not be limited to:
- A description of pests found in the building and their likely origins;
 - Annotated maps, plans or sketches as required;
 - Photographic images;
 - The extent and nature of infestations or pest activity;
 - Potential risks identified and possible mitigation measures;
 - The extent of treatments undertaken; and
 - Further action that is required.
- 6.4.8.14 The Supplier shall use the most effective and humane methods possible and remove all animal, avian and/or insect corpses immediately upon discovery. When controlling avian pests, preference should be given to exclusion techniques.
- 6.4.9 Invasive Species
- 6.4.9.1 The Supplier shall demonstrate that it meets the most current version of Applicable Laws and is following Good Industry Practice, when delivering NNIS control on the Company's infrastructure. For example and without limitation, the Supplier shall follow the Environment Agency Code of Practice on



Non-Native Species, and advice from GB Non-Native Species Secretariat and London Invasive Species Initiative.

6.4.9.2 Until the Expiry Date, the Supplier shall develop, implement and maintain a Non-Native Invasive Species (NNIS) Control Plan and Programme, which demonstrates the use of competent Supplier Personnel, Good Industry Practice and innovative solutions to effectively control and eradicate) to prevent harm to the Company's infrastructure, staff and biodiversity.

6.4.9.3 The Supplier will ensure that:

- the NNIS Control Plan and Programme will be updated annually and be submitted no later than the start of the NNIS growing season (first agreed plan will be annexed to this schedule at contract award).
- the NNIS Control Plan and Programme will in the first growing season following the Services Commencement Date, survey and record the location and extent of all NNIS. The Supplier shall record NNIS survey and treatment records on the Company's preferred format or a format to be agreed with the Company and must be regularly (minimum each quarter) kept up to date and return to the client at the end of the growing season and after last treatment.
- all information and systems for recording NNIS will be owned by the Company in accordance with the provisions of clause 37. The Supplier will ensure that at all times all data is suitably secured from loss of all kinds.
- within first calendar year an appropriate Supplier Personnel warning system, to be agreed with client, for NNIS will be installed (for example Japanese Knotweed and Giant Hogweed).
- it demonstrates understanding of all relevant current and emerging Applicable Legislation, Good Industry Practice and London Mayoral strategies and policies relating to NNIS and their treatment and remains compliant at all times. The Supplier will inform the Company of any changes in how the Supplier will deliver compliance using the NNIS Control Plan and Programme
- all Supplier Personnel responsible for the management and or control of NNIS until the Expiry Date, are suitably trained, experienced and competent, to undertake their work.

6.4.10 Vegetation Management and Grounds Maintenance

6.4.10.1 The Supplier shall produce a planned programme of vegetation control and grounds maintenance, to be agreed by the Company that takes into account the growth patterns in accordance with seasonal variations. The programme shall ensure that vegetation is managed in accordance with the



required and statutory standards that are current throughout the life of the Contract, and any extension thereof.

6.4.10.2 The provision of this service will be separated into a number of elements including but not limited to:

- Vegetation management within the Power site
- Vegetation management at Company managed Supplier Personnel car parks
- Removal of dead animals
- Tree management within the Power site
- Station perimeter fence inspections / repairs
- Access path clearance
- Litter and refuse control and disposal (Power site grounds only)
- Fencing maintenance
- Compound, car park and pavement surface maintenance

6.4.10.3 The Supplier shall familiarise themselves with the Company's demise plan to define the boundary and responsibilities of the planned maintenance.

6.4.10.4 The Supplier shall ensure that all their Supplier Personnel requiring access to controlled areas are competent and have attained the relevant access requirements.

6.4.10.5 The Supplier shall be responsible for the management and control of naturally occurring vegetation within the Power site grounds.

6.4.10.6 The Supplier shall carry out vegetation control to protect the station environment from the effects of vegetation encroachment in accordance with the required and statutory standards that are current throughout the life of the Contract. The Supplier must also ensure that works carried out to manage and control station vegetation do not detract from the overall appearance of the Station.

6.4.10.7 The Supplier will be required to have qualified tree surgeons to prune/pollard trees within the station demise. Supplier Personnel will need to be trained and competent in the handling and application of herbicides in public and non - public areas.

6.4.10.8 The Supplier will be required to ensure that trees are inspected at least once annually and a report provided to the Company.

6.4.10.9 The Supplier shall be responsible for the effective control and disposal of all vegetation refuse deposited within the station demise. Litter which is removable by hand, including but not limited to cans, bottles, paper and plastic, shall be removed by the Supplier when the Supplier is undertaking planned vegetation management work within controlled areas.

6.4.10.10 The Supplier shall remove any discarded items, from batteries to shopping trolleys, which present an environmental or operational hazard and shall dispose of them in the correct



manner. These include items thrown from street level over bridges, fences or walls onto land within the Power site. All discarded items are to be considered as being Hazardous Waste (this will include all 'sharps', 'hypodermic needles' etc.)

- 6.4.10.11 The Supplier shall be responsible for the maintenance of all types of fencing (chain-link, palisade, close boarded) and shall ensure that all planned maintenance works are carried out. This may include but is not limited to tightening brace, cross members, bolts, refixing chain-link clips, tightening lines, applying wood preservative to boards, replace missing sections of fencing within the Power site.
- 6.4.10.12 The Supplier shall ensure that the stability of all fencing remains safe in its environment and where security characteristics are required, that this is retained and not compromised.
- 6.4.10.13 The Supplier shall be responsible for the maintenance of various types of compound, carpark and pavement surfaces which may consist of concrete, bitumen, asphalt, paving slabs etc. This will include for all associated items (gates/fences etc.) related to Health & Safety concerns within the environment. The Supplier shall consider all seasonal weather variations to undertake planned maintenance programme works. Faults may include potholes, uneven paving, broken kerbs etc.

6.5 Planned Corrective Maintenance

6.5.1 Scope of services

- 6.5.1.1 The Supplier shall provide a planned corrective maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 6.5.1.2 Planned corrective maintenance shall be built up into a Workbank comprising the following:
- Identified Works – matters arising via the Company's Report Centre defined as non reactive by the Company
 - Corrective maintenance from inspections undertaken by the Company
 - Minor works
- 6.5.1.3 The Company shall provide details of planned corrective maintenance in the form of Work Orders which will contain the following information:
- Work Order/unique identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset



- Priority level 4 or 5. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 6.5.1.4 The Supplier shall provide a planned corrective maintenance service sufficient to carry out planned corrective maintenance rectification in accordance with this Specification and Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 6.5.1.5 The Supplier shall manage the Workbank in the most efficient and cost effective way possible and in a way which minimises disruption to customers and Supplier Personnel.
- 6.5.1.6 The Supplier shall manage planned corrective maintenance as Work Orders within an asset management system. A current copy shall be provided to the Company for review and agreement every 28 day period.
- 6.5.1.7 The Supplier shall include pricing of all planned corrective maintenance in the Workbank within Schedule 2 (Payment Schedule).
- 6.5.1.8 The Company reserves the right to review and agree the pricing of any planned corrective maintenance within the Workbank. If pricing cannot be agreed with the Supplier, they will be instructed not to proceed with the works.
- 6.5.1.9 The Supplier shall ensure all locations with planned corrective maintenance receive a scheduled visit to permanently rectify all items within a 6 month cycle for Destination and Gateway Stations and a 12 month cycle for Metro and Local Stations, and all other locations.
- 6.5.1.10 The Supplier shall provide the Company with a copy of the planned corrective maintenance rectification schedule at least 28 days prior to the start of each financial year for agreement with the Company. In advance of any amendment to the schedule, the Supplier shall provide justification for the proposed changes to the Company for agreement.
- 6.5.1.11 Where any planned corrective maintenance cannot be rectified in a single visit to any one location, an additional visit shall be scheduled within 7 days to rectify outstanding items.
- 6.5.1.12 The Supplier shall add the following information to the existing Work Order following the final site attendance for each planned corrective maintenance action and propose closure of the existing Work Order within the Workbank:
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost
 - High quality digital photograph/s of completed work



Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.

- 6.5.1.13 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 6.5.1.14 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.
- 6.5.1.15 The Supplier shall be aware that the Company reserves the right to review and agree the Workbank and provide further works through Additional Works, see Schedule 6, in order to improve efficiency.

6.6 Reactive Maintenance

6.6.1 Scope of services

- 6.6.1.1 The Supplier shall provide a reactive maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 6.6.1.2 The Supplier shall be notified of required reactive maintenance through electronic reactive maintenance reports (Fault Reports) provided by the Company's Report Centre. The Fault Reports will contain the following information:
 - Unique fault identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset
 - Priority Level 1, 2 or 3. Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 6.6.1.3 The Supplier shall provide the means of processing incoming Fault Reports in order to meet the performance requirements defined in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 6.6.1.4 The Supplier shall undertake reactive maintenance to permanently rectify the fault where possible, up to a value of £5,000. Where permanent rectification is not possible, the Supplier shall complete interim rectification and/or leave the location in a safe condition prior to leaving site following each site attendance and provide details of the work carried out to



the Company. The Supplier shall permanently rectify the fault on subsequent visit/s or comply with 6.6.1.5.

6.6.1.5 Where the cost to rectify a fault is in excess of the £5,000 threshold, the Supplier shall notify the Company within 24 hours and await instruction to proceed with the repairs. The Supplier shall only undertake repairs above the threshold value without prior approval of the Company where failure to carry out the works immediately will result in significant disruption to the Company's business or present a safety or security risk.

6.6.1.6 The Supplier shall ensure that all repairs and replacements undertaken during reactive maintenance are of optimum function, quality and appearance in relation to the original material or item as far as is reasonably practicable, or in accordance with the heritage requirements of the particular location.

6.6.1.7 The Supplier shall add the following information to the existing Fault Report following the final site attendance for each reactive maintenance action and propose closure of the existing Fault Report:

- Diagnosis/cause of fault, including any root cause information where applicable
- Description of fault repair or mitigation taken (per site visit)
- Cost breakdown of fault repair or remedial action (per site visit)
- Further action required and estimated cost (only where permanent repair is not possible under £5,000)
- High quality digital photograph/s of completed work
- Proposed re-classification of fault where appropriate (subject to agreement by the Company).

Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.

6.6.1.8 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.

6.6.1.9 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.



7 RAIL CATERING

7.1 Locations & Hours of Work

- 7.1.1 The Services described in section 7 of this Specification shall be delivered at Rail Catering facilities. A complete list of Premises, subject to the scope in clause 7.2.1 of this Specification is provided in Appendix A (Service Matrix).
- 7.1.2 Hours of Work
 - 7.1.2.1 The Supplier shall deliver the Services 24 hours per day, 7 days a week, every week of the year unless to do so would adversely impact the facility users, Supplier Personnel or the operation of the Network, particularly in relation to safety, security, environmental considerations or where otherwise stated in this Specification. The Supplier shall comply with requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements.
 - 7.1.2.2 The Supplier acknowledges that the Company does not guarantee uninterrupted, or exclusive possession of the Site and that its access to some parts of the Site may be limited in accordance with the Contract.
- 7.1.3 Restrictions
 - 7.1.3.1 Some locations are not permanently open or manned 24 hours per day and therefore access arrangements will require to be checked and agreed with site specific Company personnel prior to attendance at these locations.
 - 7.1.3.2 The Supplier shall provide the Services in such a manner so as to cause the minimum inconvenience to the users and operational staff. Non-service delivery areas shall be treated in a similar manner to service delivery areas with regard to obstruction by plant, materials or rubbish and other such similar occurrences.
 - 7.1.3.3 Where access is required to an asset, for example for emergency reactive maintenance, and it is subject to restrictions described in 7.1.2.1, the Supplier shall undertake a risk assessment and demonstrate a safe system of working in order to gain access.
- 7.1.4 Specialist Work
 - 7.1.4.1 The Supplier shall make allowances for using resources by way of specialist suppliers to execute remedial works, for temporary removal of equipment, investigating faults or defects that should only be rectified by licensed personnel.



7.2 Scope of Services

7.2.1 Scope

7.2.1.1 The Supplier shall provide a professionally managed, high quality maintenance service that ensures the effective operation of all items forming the Company's premises and fabric components as detailed within Appendix A (Service Matrix). Premises assets include but are not limited to:

- Ceilings and soffits, including suspended ceilings
- Stairs, including finishes, nosings, handrails
- Walls
- Notice boards
- Finishes and wall cladding systems (paint, plaster, tiles, anti-graffiti coating, metal, composites, glazed etc.)
- Windows, glazing
- Doors (including ironmongery)
- Shutters (including electronic)
- Locks and keys (including maglocks, electronic and mechanical keypads)
- Barriers
- Floors and floor finishes
- Pest control
- Drainage
 - Soil & waste pipes
 - Sanitary waste & pipe work and appliances
 - Interceptors
- Passive fire systems and compartmentation
- Water closets
- Sanitary & kitchen fittings (including taps)
- Kitchen units, worktops & shelving, cooker canopies
- Access covers (drainage, services, draw pits etc.)

7.3 Standards

7.3.1 General

7.3.1.1 The Services shall be provided at all times in accordance with a maintenance regime that complies with all statutory requirements, Applicable Law, regulations and the following standards set out below.

7.3.2 LU and TfL Standards

7.3.2.1 The Supplier shall comply with all applicable LU and Company standards as they relate to premises assets. The Supplier shall also refer to the suite of LU Guidance documents which support LU standards. Refer to List of Standards and Guidance below.



TRANSPORT FOR LONDON – PAN TFL FM PROCUREMENT
Fabric and Premises (Rail) Maintenance Specification

STANDARDS	REVISION	TITLE
S1035	A3	Location Coding System
S1085	A4	Fire Safety Performance of Materials
S1086	A5	Fire Safety Classification of Stations
S1130	A3	Control of Asbestos in London Underground Premises
S1131	A5	Premises - Station Platforms
S1132	A5	Premises - Barriers and Fencing (Non Lineside)
S1133	A9	Premises - Stairways and Ramps
S1134	A4	Premises - Doorsets and Glazing
S1135	A4	Premises – Finishes
1-351	A4	Station Décor Design
1-352	A2	Station Ambience
S1354	A8	Customer Facing Requirements for Temporary Works at Stations
S1538	A11	Assurance
S2300	A2	Change to Stations Assets CSA

GUIDANCE	REVISION	TITLE
G085	A5	Code of Practice – Fire Safety of Materials
G0130	A4	Asbestos Control & Management
G0131A	A2	Guidance On the Installation of Platform Tactile Strips
G0131B	A2	Guidance on Station Platforms
G0132	A3	Guidance on Barriers and Fencing
G0133	A1	Premises Guidance on Stairways and Ramps
G0134A	A2	Guidance on glazing
G0134B	A2	Guidance on Doorsets and Gates
G0135	A2	Guidance on Premises Finishes
G0137	A1	Walls and Partitions in Sub-Surface Stations
G0230	A1	Good Practice Guide for the Application of Surface Coatings to Premises



G0231	A3	Manual of Good Practice Station Cleaning
G0232	A1	Manual of Good Practice Cleaning Areas of Limited Access
G0233	A2	Control of Pests in the Underground Environment (excluding Track)
G1760	A5	Guidance for Premises Inspections

7.3.3 British Standards

7.3.3.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all relevant British Standards.

7.3.4 Other Standards

7.3.4.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all industry best practice guidance.

7.4 Planned Preventative Maintenance (PPM)

7.4.1 Scope of services

7.4.1.1 The Supplier shall deliver a multi-disciplinary PPM service which will ensure the Premises and fabric meet the requirements as set out in this Specification and all Applicable Laws.

7.4.1.2 With the exception of the Defined maintenance items, the maintenance strategy will be a risk based Targeted approach in order to reduce costs. PPM will be carried out to protect the assets identified in this section in order to ensure the assets are fit for purpose, to prolong their life, prevent deterioration and to reduce risk to facility users and rail operations. Other assets are maintained on a reduced maintenance or reactive only basis.

7.4.1.3 The Supplier shall provide a Defined maintenance service for:

- Shutters

7.4.1.4 The Supplier shall provide a Targeted maintenance service for:

- Pest control

7.4.1.5 The Supplier's PPM service shall ensure that all assets identified in 7.4.1.3 and 7.4.1.4 are properly maintained and remain functional, safe and operationally sound.

7.4.1.6 The Supplier shall produce and make available to the Company for review and agreement:

- A detailed PPM programme for each 12 month period; and
- A 3 year rolling PPM programme.

7.4.1.7 The Supplier shall produce a periodic PPM report and submit to the Company as part of the Periodic Reporting package. The PPM report shall include, but not be limited to, describing the performance of the previous period, detail location of forthcoming work to be undertaken and clearly identify where



activities are anticipated to have a potential impact on Company operations.

- 7.4.1.8 The Supplier shall carry out and complete all planned preventative and programmed maintenance at agreed times to meet the requirements of this Specification and Good Industry Practice.
- 7.4.2 Defined Maintenance
 - 7.4.2.1 The Supplier shall carry out Defined maintenance as described in 7.4.3 and at the prescribed frequency.
- 7.4.3 Roller Shutters (annual maintenance)
 - 7.4.3.1 Roller Shutters: Shutters and any associated mechanical and electrical parts used in the operation and control of the asset shall be maintained. Shutters shall be manually, automatically opened/closed by lifting the handles or mechanism to ensure they are moving freely. Ensure that all channels and framework are clear from deleterious matter and well lubricated to all moveable parts. All brakes, chains, seals, counterbalances, springs, windings together with any mountings, motor casings and bearings shall be checked and maintained by competent personnel and parts replaced where required. Motor running current and speed drives also to be checked by competent personnel.
- 7.4.4 Targeted Maintenance
 - 7.4.4.1 The Supplier shall develop a planned programme and associated services for Targeted maintenance described in 7.4.5. This shall be based on historic fault data, current schedules, asset condition and the operational risk of asset failure to the Company.
- 7.4.5 Pest Control Services
 - 7.4.5.1 The Supplier shall develop and implement a programme, to be agreed with the Company, for planned pest control activities based on fault data and incidents of infestation in order to manage and control infestation by birds, rodents and insect pests (excluding pharaoh ants) in accordance with the required standards.
 - 7.4.5.2 The Supplier shall be responsible for the control of insect infestations including Non-Native Invasive Species. (Excluding pharaoh ants).
 - 7.4.5.3 Pest Control visits are to be undertaken throughout the year when access can be arranged unless otherwise stated. Should difficulty arise in access, the Supplier shall identify any activities which require to be done in non-traffic hours.
 - 7.4.5.4 The Supplier shall ensure that all relevant legacy data/information is reviewed and that this information is used to develop, monitor, and update their programme.



- 7.4.5.5 The Supplier shall eradicate all pests from within the Rail Catering facilities and implement a programme of control. Where this is not feasible, the Supplier shall notify the Company with a full report on reasons and any recommendations within 7 Working Days.
- 7.4.5.6 The Supplier shall consult with the Company prior to the installation of any new control methods.
- 7.4.5.7 The Supplier shall remove / adjust pest control systems to allow access for other-suppliers / third Parties and reinstate on completion of the activities.
- 7.4.5.8 The Company on occasion may instruct the Supplier on specific locations that require a baiting programme.
- 7.4.5.9 The Supplier shall provide the Company with a written report following each planned pest control visit to the sites within the Rail Catering facility. These shall be dated and include but not be limited to:
- A description of pests found in the building and their likely origins;
 - Annotated maps, plans or sketches as required;
 - Photographic images;
 - The extent and nature of infestations or pest activity;
 - Potential risks identified and possible mitigation measures;
 - The extent of treatments undertaken; and
 - Further action that is required.
- 7.4.5.10 The Supplier shall use the most effective and humane methods possible and remove all animal and/or insect corpses immediately upon discovery.
- 7.4.5.11 The Supplier shall install, maintain and replace electronic insect exterminating devices in accordance with the manufacturer's instructions.

7.5 Planned Corrective Maintenance

7.5.1 Scope of services

- 7.5.1.1 The Supplier shall provide a planned corrective maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 7.5.1.2 Planned corrective maintenance shall be built up into a Workbank comprising the following:
- Identified Works – matters arising via the Company's Report Centre defined as non reactive by the Company
 - Corrective maintenance from inspections undertaken by the Company
 - Minor works



- 7.5.1.3 The Company shall provide details of planned corrective maintenance in the form of Work Orders which will contain the following information:
- Work Order/unique identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset
 - Priority level 4 or 5. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 7.5.1.4 The Supplier shall provide a planned corrective maintenance service sufficient to carry out planned corrective maintenance rectification in accordance with this Specification and Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 7.5.1.5 The Supplier shall manage the Workbank in the most efficient and cost effective way possible and in a way which minimises disruption to customers and staff.
- 7.5.1.6 The Supplier shall manage planned corrective maintenance as Work Orders within an asset management system. A current copy shall be provided to the Company for review and agreement every 28 day period.
- 7.5.1.7 The Supplier shall include pricing of all planned corrective maintenance in the Workbank within Schedule 2 (Payment Schedule).
- 7.5.1.8 The Company reserves the right to review and agree the pricing of any planned corrective maintenance within the Workbank. If pricing cannot be agreed with the Supplier, they will be instructed not to proceed with the works.
- 7.5.1.9 The Supplier shall ensure all locations with planned corrective maintenance receive a scheduled visit to permanently rectify all items within a 6 month cycle for Destination and Gateway Stations and a 12 month cycle for Metro and Local Stations, and all other locations.
- 7.5.1.10 The Supplier shall provide the Company with a copy of the planned corrective maintenance rectification schedule at least 28 days prior to the start of each financial year for agreement with the Company. In advance of any amendment to the schedule, the Supplier shall provide justification for the proposed changes to the Company for agreement.
- 7.5.1.11 Where any planned corrective maintenance cannot be rectified in a single visit to any one location, an additional visit shall be scheduled within 7 days to rectify outstanding items.
- 7.5.1.12 The Supplier shall add the following information to the existing Work Order following the final site attendance for each planned corrective maintenance action and propose closure of the existing Work Order within the Workbank:



- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost
 - High quality digital photograph/s of completed work
Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 7.5.1.13 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 7.5.1.14 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.
- 7.5.1.15 The Supplier shall be aware that the Company reserves the right to review and agree the Workbank and provide further works through Additional Works, see Schedule 6, in order to improve efficiency.

7.6 Reactive Maintenance

7.6.1 Scope of services

- 7.6.1.1 The Supplier shall provide a reactive maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 7.6.1.2 The Supplier shall be notified of required reactive maintenance through electronic reactive maintenance reports (Fault Reports) provided by the Company's Report Centre. The Fault Reports will contain the following information:
- Unique fault identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset
 - Priority Level 1, 2 or 3. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 7.6.1.3 The Supplier shall provide the means of processing incoming Fault Reports in order to meet the performance requirements



defined in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).

- 7.6.1.4 The Supplier shall undertake reactive maintenance to permanently rectify the fault where possible, up to a value of £5,000. Where permanent rectification is not possible, the Supplier shall complete interim rectification and/or leave the location in a safe condition prior to leaving site following each site attendance and provide details of the work carried out to the Company. The Supplier shall permanently rectify the fault on subsequent visit/s or comply with 7.6.1.5.
- 7.6.1.5 Where the cost to rectify a fault is in excess of the £5,000 threshold, the Supplier shall notify the Company within 24 hours and await instruction to proceed with the repairs. The Supplier shall only undertake repairs above the threshold value without prior approval of the Company where failure to carry out the works immediately will result in significant disruption to the Company's business or present a safety or security risk.
- 7.6.1.6 The Supplier shall ensure that all repairs and replacements undertaken during reactive maintenance are of optimum function, quality and appearance in relation to the original material or item as far as is reasonably practicable, or in accordance with the heritage requirements of the particular location.
- 7.6.1.7 The Supplier shall add the following information to the existing Fault Report following the final site attendance for each reactive maintenance action and propose closure of the existing Fault Report:
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost (only where permanent repair is not possible under £5,000)
 - High quality digital photograph/s of completed work
 - Proposed re-classification of fault where appropriate (subject to agreement by the Company).
- Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 7.6.1.8 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 7.6.1.9 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The



Supplier shall provide supporting evidence as part of the application for a written extension.



8 RAIL ENGINEERING WORKS

8.1 Locations & Hours of Work

- 8.1.1 The Services described in section 8 of this Specification shall be delivered at Rail Engineering Works. A complete list of Premises, subject to the scope in clause 8.2.1 of this Specification is provided in Appendix A (Service Matrix).
- 8.1.2 Hours of Work
- 8.1.2.1 The Supplier shall deliver the Services 24 hours per day, 7 days a week, every week of the year unless to do so would adversely impact the public, the occupying personnel or the operation of the Network, particularly in relation to safety, security, environmental considerations or where otherwise stated in this Specification. The Supplier shall comply with requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements.
- 8.1.2.2 The Supplier acknowledges that the Company does not guarantee uninterrupted, or exclusive possession of the Site and that its access to some parts of the Site may be limited in accordance with the Contract.
- 8.1.3 Restrictions
- 8.1.3.1 The Supplier will be required to report to Site and be issued with a Permit to Work by the Company prior to the commencement of any work. The Supplier shall be required to demonstrate a safe system of working with risk assessments and method statements where appropriate.
- 8.1.3.2 Some locations are not permanently open or manned 24 hours per day and therefore access arrangements will require to be checked and agreed with site specific Company personnel prior to attendance at these locations.
- 8.1.4 Specialist Work
- 8.1.4.1 The Supplier shall make allowances for using resources by way of specialist suppliers to execute remedial works, for temporary removal of equipment, investigating faults or defects that should only be rectified by licensed personnel.

8.2 Scope of Services

- 8.2.1 Scope
- 8.2.1.1 The Supplier shall provide a professionally managed, high quality maintenance service that ensures the effective operation of all items forming the Company's premises and fabric components as detailed within Appendix A (Service Matrix). Premises assets include but are not limited to:
- Roofs, including glazed/fragile roofs,
 - Canopies



- Ceilings and soffits, including suspended ceilings
- Stairs, including finishes, nosings, handrails
- Fixed ladders and fixed access systems & gantries
- Fall protection systems
- Walls
- Notice boards
- Finishes and wall cladding systems (paint, plaster, tiles, anti-graffiti coating, metal, composites, glazed etc.)
- Windows and glazing
- Doors (including ironmongery)
- Shutters (including electronic)
- Locks and keys (including maglocks, electronic and mechanical keypads)
- Balustrades, barriers, screens and fencing
- Floors and floor finishes
- Matwells and entrance matting
- Safety markings
- Pest control
- Drainage
 - Channels
 - Anti-flood valves
 - Gullies
 - Gutters
 - Manholes
 - Rainwater outlets and hoppers
 - Catch pits
 - Down pipes
 - Sumps
 - Soil & waste pipes
 - Sanitary waste & pipe work and appliances
 - Oil/petrol interceptors
 - Grease traps
- Passive fire systems and compartmentation
- Water closets
- Sanitary & kitchen fittings (including taps)
- Kitchen units, worktops & shelving
- Access covers (drainage, services, draw pits etc.)
- Grounds maintenance and vegetation management
- Road, carpark, pavement surfaces

8.3 Standards

8.3.1 General

- 8.3.1.1 The Services shall be provided at all times in accordance with a maintenance regime that complies with all statutory requirements, Applicable Law, regulations and the following standards set out below.



8.3.2 LU and TfL Standards

8.3.2.1 The Supplier shall comply with all applicable LU and Company standards as they relate to premises assets. The Supplier shall also refer to the suite of LU Guidance documents which support LU standards. Refer to List of Standards and Guidance below.

STANDARDS	REVISION	TITLE
S1035	A3	Location Coding System
S1085	A4	Fire Safety Performance of Materials
S1086	A5	Fire Safety Classification of Stations
S1130	A3	Control of Asbestos in London Underground Premises
S1131	A5	Premises - Station Platforms
S1132	A5	Premises - Barriers and Fencing (Non Lineside)
S1133	A9	Premises - Stairways and Ramps
S1134	A4	Premises - Doorsets and Glazing
S1135	A4	Premises – Finishes
1-351	A4	Station Décor Design
1-352	A2	Station Ambience
S1354	A8	Customer Facing Requirements for Temporary Works at Stations
S1538	A11	Assurance
S2300	A2	Change to Stations Assets CSA

GUIDANCE	REVISION	TITLE
G085	A5	Code of Practice – Fire Safety of Materials
G0130	A4	Asbestos Control & Management
G0131A	A2	Guidance On the Installation of Platform Tactile Strips
G0131B	A2	Guidance on Station Platforms
G0132	A3	Guidance on Barriers and Fencing
G0133	A1	Premises Guidance on Stairways and Ramps



G0134A	A2	Guidance on glazing
G0134B	A2	Guidance on Doorsets and Gates
G0135	A2	Guidance on Premises Finishes
G0137	A1	Walls and Partitions in Sub-Surface Stations
G0230	A1	Good Practice Guide for the Application of Surface Coatings to Premises
G0231	A3	Manual of Good Practice Station Cleaning
G0232	A1	Manual of Good Practice Cleaning Areas of Limited Access
G0233	A2	Control of Pests in the Underground Environment (excluding Track)
G1760	A5	Guidance for Premises Inspections

8.3.3 British Standards

8.3.3.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all relevant British Standards.

8.3.4 Other Standards

8.3.4.1 The Supplier shall provide the Services in accordance with a maintenance regime that complies with all industry best practice guidance.

8.4 Planned Preventative Maintenance (PPM)

8.4.1 Scope of services

8.4.1.1 The Supplier shall deliver a multi-disciplinary PPM service which will ensure the Premises and fabric meet the requirements as set out in this Specification and all Applicable Laws.

8.4.1.2 With the exception of the Defined maintenance items, the maintenance strategy will be a risk based Targeted approach in order to reduce costs. PPM will be carried out to protect the assets identified in this section in order to ensure the assets are fit for purpose, to prolong their life, prevent deterioration and to reduce risk to building users and rail operations. Other assets are maintained on a reduced maintenance or reactive only basis.

8.4.1.3 The Supplier shall provide a Defined maintenance service for:

- Grease trap cleaning
- Wash plant and interceptor cleaning
- Petrol and oil interceptor

8.4.1.4 The Supplier shall provide a Targeted maintenance service for:

- Roof & canopy drainage cleaning



- Gravity drainage system cleaning
 - Pest control
 - Grounds maintenance and station vegetation management
- 8.4.1.5 The Supplier's PPM service shall ensure that all assets identified in 8.4.1.3 and 8.4.1.4 are properly maintained and remain functional, safe and operationally sound.
- 8.4.1.6 The Supplier shall produce and make available to the Company for review and agreement:
- A detailed PPM programme for each 12 month period; and
 - A 3 year rolling PPM programme.
- 8.4.1.7 The Supplier shall produce a periodic PPM report and submit to the Company as part of the Periodic Reporting package. The PPM report shall include, but not be limited to, describing the performance of the previous period, detail location of forthcoming work to be undertaken and clearly identify where activities are anticipated to have a potential impact on Company operations.
- 8.4.1.8 The Supplier shall carry out and complete all planned preventative and programmed maintenance at agreed times to meet the requirements of this Specification and Good Industry Practice.
- 8.4.2 Defined Maintenance
- 8.4.2.1 The Supplier shall carry out defined maintenance as described in 8.4.3 – 8.4.5 and at the prescribed frequency.
- 8.4.3 Grease Trap Cleaning (6 monthly maintenance)
- 8.4.3.1 The Supplier shall allow for a 6 monthly maintenance interventions for the removal of grease to the asset. The Supplier should identify higher use / risk assets and plan more frequent maintenance where required. Maintenance should comply with both the Operating & Maintenance Manual and manufacturers maintenance recommendations.
- 8.4.3.2 The lift-out trays shall be thoroughly cleaned, degreased, inspected and refitted by the Supplier. Defective or missing trays shall be replaced with new trays of the same design as the original, or manufactured to suit. The outside of the grease trap shall be thoroughly degreased and any areas subject to overflow or spillages shall be decontaminated and cleaned.
- 8.4.3.3 Before replacing the cover, the Supplier shall run the sanitary fittings connecting to the grease trap to check there are no blockages in the connecting pipe-work. The area shall be disinfected. Any blockages or suspected blockages shall be reported to the Company.
- 8.4.3.4 All grease trap cover bolts, nuts, washers and gaskets shall be greased with Company approved lithium based grease before refitting. When resealing grease traps, the fixing bolts shall be tightened sequentially and in small increments to prevent the fixing lugs being broken or the assembly being damaged.



- 8.4.4 Wash Plant and Interceptor Cleaning (4 weekly maintenance)
- 8.4.4.1 The Supplier shall clean the wash plant and interceptors on a 4 weekly basis.
- 8.4.4.2 The cleaning scope for this activity is as follows:
- Rainwater holding tank
 - REW interceptors x 2
 - TMU Interceptor
 - Paint Spray booth waste
 - Sand Blast Machine Waste
 - Wheel Set Wash Plant wash & rinse tank
 - Wheel Set Wash Plant pumping chamber
 - Motorshop Wash Plant wash and rinse tank
 - Motorshop Wash plant pumping chamber
 - Main Wash Plant wash and rinse tank
- 8.4.4.3 A jetting unit is required in order to undertake the cleaning and a tanker service shall be scheduled. 1 or 2 tankers are normally required.
- 8.4.5 Petrol and Oil Interceptor (6 monthly maintenance)
- 8.4.5.1 The inlets and outlets of petrol and oil interceptor shall be checked for blockages.
- 8.4.5.2 Within all chambers, oil levels shall be checked using an interface meter. Silt levels shall also be checked.
- 8.4.5.3 A tanker service shall be scheduled if required in order to remove oils, sludge and silt. Decontamination shall be undertaken if required and all contaminated waste shall be correctly disposed of.
- 8.4.5.4 If an automatic closure device is present, the function shall be checked.
- 8.4.5.5 A monitoring report shall be provided, which documents all works which have been undertaken. A service record shall also be provided which provides a history and chronology of all key monitoring and servicing activities.
- 8.4.6 Targeted Maintenance
- 8.4.6.1 The Supplier shall develop a planned programme and associated services for Targeted maintenance described in 8.4.7 – 8.4.11. This shall be based on historic fault data, current schedules, asset condition and the operational risk of asset failure to the Company.
- 8.4.7 Roof & Canopy Drainage System Cleaning
- 8.4.7.1 The Supplier shall provide a planned service for roof and canopy drainage systems on the London Underground network managed by the Company. Roof and canopy drainage systems include (but are not limited to):
- gutters



- rainwater outlets
- hoppers
- downpipes.

8.4.7.2 The Supplier shall clear all detritus, litter, vegetation and other deleterious matter from gutters, hoppers and rainwater outlets etc. through to the entry into the ground level drainage system. The planned cleaning regime shall be adequate whilst considering 'Seasonal Weather' changes (Sept/March/October) to ensure that the system being maintained meets its design parameters.

8.4.7.3 All access panels from down pipes shall be removed and the down pipes cleaned. Approval must be sought from the Company prior to any high pressure jetting taking place. Access panels shall be replaced and supplied with new seals. Where required, wire guards shall be installed to inlets from gutters and any missing items replaced or repaired. All rain water gullies shall be cleaned back to manholes and any traps washed and cleared of all silt and debris.

8.4.7.4 The Supplier shall lift gully grids and gratings at rainwater discharge points, the gullies shall be thoroughly cleaned and the covers replaced. All debris and detritus shall be collected by the Supplier to prevent it entering the drainage system below ground.

8.4.7.5 On completion of cleaning, the Supplier shall test (visual inspection) each roof drainage system for leakages or other defects and to ascertain that the system is free flowing. Results of the test shall be recorded and reported to the Company.

8.4.7.6 Following the works, the Supplier shall issue a full report including 'before' and 'after' photographs back to the Company within 5 Working Days advising on current condition and providing recommendations as necessary. The Company shall advise of any required action within 10 Working Days.

8.4.8 Gravity Drainage System Cleaning

8.4.8.1 The Supplier shall provide a planned service for a targeted cleaning regime for all assets forming the foul, grey or surface water gravity drainage system(s) (through to connection with the local Company sewer or waterway) including the erection of temporary screens around the site as necessary for the protection of the public and staff. Gravity drainage systems include (but are not limited to):

- Channels
- Anti-flood valves
- Gullies
- Manholes
- Catch pits
- Sumps
- Soil & waste pipes



- Sanitary waste & pipe work and appliances
Pumping systems and their associated ancillaries are excluded from the scope of services.

- 8.4.8.2 Targeted planned cleaning regime shall be executed on the basis of known defect and repetitive failure sites and historic information used. The maintenance regime shall be adequate to ensure that the system maintained to meets its design parameters.
- 8.4.8.3 All drainage assets shall be maintained by ensuring, clearance of silt, grease, scale deposits, tree roots and debris. The Supplier shall ensure that inspection chambers, fittings and all associated appliances are maintained.
- 8.4.8.4 The Supplier shall execute works carefully to avoid damage to the covers and surrounds. All solid waste from the drainage system shall be removed from the drainage system and taken to an authorised disposal point.
- 8.4.8.5 The Supplier shall ensure that all works that entail cleaning drains are required to be inspected by CCTV pre and post works. All copies of the electronic recording images shall be issued to the Company.
- 8.4.8.6 The Supplier shall allow for covers to be cleaned and where necessary replaced level to existing surfaces. The installation shall ensure appropriate gaskets; sealing grooves with grease compound are fitted. Any access plates shall be lifted and cleaned, then greased and resealed.

8.4.9 Pest Control Services

- 8.4.9.1 The Supplier shall develop and implement a programme, to be agreed with the Company, for planned pest control activities based on fault data and incidents of infestation in order to manage and control infestation by birds, rodents and insect pests (excluding pharaoh ants) in accordance with the required standards.
- 8.4.9.2 The Supplier shall be responsible for the control of insect infestations including Non-Native Invasive Species. (Excluding pharaoh ants).
- 8.4.9.3 Within the first year of the Contract, the Supplier shall complete a condition survey of all avian pest control measures; recording the asset condition in format agreed with the Company. The Supplier shall use the survey to create a phased programme of installation of longer-life exclusion systems to ensure phase out of polypropylene/nylon netting to aid compliance with Animal Welfare Act 2006 and reduce whole life maintenance costs.
- 8.4.9.4 Pest Control visits are to be undertaken throughout the year when access can be arranged unless otherwise stated. Should difficulty arise in access, the Supplier shall identify any activities which require to be done in non-traffic hours.



- 8.4.9.5 The Supplier shall ensure that all relevant legacy data/information is reviewed and that this information is used to develop, monitor, and update their programme.
- 8.4.9.6 The Supplier shall conduct bird fouling clearance within the Railway Engineering Works demise including subsequent high level cleaning of all affected areas.
- 8.4.9.7 The Supplier shall eradicate all pests from within the Railway Engineering Works demise and implement a programme of control. Where this is not feasible, the Supplier shall notify the Company with a full report on reasons and any recommendations within 7 Working Days.
- 8.4.9.8 The Supplier shall consult with the Company prior to the installation of any new netting or other control methods.
- 8.4.9.9 The Supplier shall supply and maintain all measures within the Railway Engineering Works demise to prevent avian access, such as nets and roosting wires and shall ensure that the Premises are free from any build-up of avian fouling.
- 8.4.9.10 The Supplier shall make provisions to replenish all pigeon gels, solutions etc. at regular intervals to ensure their effectiveness.
- 8.4.9.11 The Supplier shall remove / adjust pest control systems to allow access for other suppliers / third Parties and reinstate on completion of the activities.
- 8.4.9.12 The Company on occasion may instruct the Supplier on specific locations that require a baiting programme.
- 8.4.9.13 The Supplier shall provide the Company with a written report following each planned pest control visit to the sites within the station demise. These shall be dated and include but not be limited to:
- A description of pests found in the building and their likely origins;
 - Annotated maps, plans or sketches as required;
 - Photographic images;
 - The extent and nature of infestations or pest activity;
 - Potential risks identified and possible mitigation measures;
 - The extent of treatments undertaken; and
 - Further action that is required.
- 8.4.9.14 The Supplier shall use the most effective and humane methods possible and remove all animal, avian and/or insect corpses immediately upon discovery. When controlling avian pests, preference should be given to exclusion techniques.
- 8.4.10 Invasive Species
- 8.4.10.1 The Supplier shall demonstrate that it meets the most current version of Applicable Laws and is following Good Industry Practice, when delivering NNIS control on the Company's infrastructure. For example and without limitation, the Supplier shall follow the Environment Agency Code of Practice on



Non-Native Species, and advice from GB Non-Native Species Secretariat and London Invasive Species Initiative.

8.4.10.2 Until the Expiry Date, the Supplier shall develop, implement and maintain a Non-Native Invasive Species (NNIS) Control Plan and Programme, which demonstrates the use of competent Supplier Personnel, Good Industry Practice and innovative solutions to effectively control and eradicate) to prevent harm to the Company's infrastructure, staff and biodiversity.

8.4.10.3 The Supplier will ensure that:

- the NNIS Control Plan and Programme will be updated annually and be submitted no later than the start of the NNIS growing season (first agreed plan will be annexed to this schedule at contract award).
- the NNIS Control Plan and Programme will in the first growing season following the Services Commencement Date, survey and record the location and extent of all NNIS. The Supplier shall record NNIS survey and treatment records on the Company's preferred format or a format to be agreed with the Company and must be regularly (minimum each quarter) kept up to date and return to the client at the end of the growing season and after last treatment.
- all information and systems for recording NNIS will be owned by the Company in accordance with the provisions of clause 37. The Supplier will ensure that at all times all data is suitably secured from loss of all kinds.
- within first calendar year an appropriate Supplier Personnel warning system, to be agreed with client, for NNIS will be installed (for example Japanese Knotweed and Giant Hogweed).
- It demonstrates understanding of all relevant current and emerging Applicable Legislation, Good Industry Practice and London Mayoral strategies and policies relating to NNIS and their treatment and remains compliant at all times. The Supplier will inform the Company of any changes in how the Supplier will deliver compliance using the NNIS Control Plan
- all Supplier Personnel responsible for the management and or control of NNIS until the Expiry Date, are suitably trained, experienced and competent, to undertake their work.

8.4.11 Vegetation Management and Grounds Maintenance

8.4.11.1 The Supplier shall produce a planned programme of vegetation control and grounds maintenance, to be agreed by the Company that takes into account the growth patterns in accordance with seasonal variations. The programme shall ensure that station vegetation is managed in accordance with



the required and statutory standards that are current throughout the life of the Contract, and any extension thereof.

8.4.11.2 The provision of this service will be separated into a number of elements including but not limited to:

- Vegetation management within the Railway Engineering Works demise
- Removal of dead animals
- Site perimeter fence inspections / repairs
- Access path clearance
- Litter and refuse control and disposal (Railway Engineering Works grounds only)
- Fencing maintenance
- Roadway, car park and pavement surface maintenance
- Grounds gardening

8.4.11.3 The Supplier shall familiarise themselves with the Company's demise plan to define the boundary and responsibilities of the planned maintenance.

8.4.11.4 The Supplier shall ensure that all their Supplier Personnel requiring access to controlled areas are competent and have attained the relevant access requirements.

8.4.11.5 The Supplier shall be responsible for the management and control of naturally occurring vegetation within the Railway Engineering Works demise.

8.4.11.6 The Supplier shall carry out vegetation control to protect the Railway Engineering Works environment from the effects of vegetation encroachment in accordance with the required and statutory standards that are current throughout the life of the Contract. The Supplier must also ensure that works carried out to manage and control vegetation do not detract from the overall appearance of the Rail Engineering Works.

8.4.11.7 The Supplier shall be responsible for the effective control and disposal of all vegetation refuse deposited within the Railway Engineering Works demise. Litter which is removable by hand, including but not limited to cans, bottles, paper and plastic, shall be removed by the Supplier when the Supplier is undertaking planned vegetation management work within controlled areas.

8.4.11.8 The Supplier shall remove any discarded items, from batteries to shopping trolleys, which present an environmental or operational hazard and shall dispose of them in the correct manner. These include items thrown from street level over bridges, fences or walls onto land within the Railway Engineering Works demise. All discarded items are to be considered as being Hazardous Waste (this will include all 'sharps', 'hypodermic needles' etc.)

8.4.11.9 The Supplier shall be responsible for the maintenance of all types of fencing (chain-link, palisade, close boarded) and shall



ensure that all planned maintenance works are carried out. This may include but is not limited to tightening brace, cross members, bolts, refixing chain-link clips, tightening lines, applying wood preservative to boards, replace missing sections of fencing within the Rail Engineering Works demise.

- 8.4.11.10 The Supplier shall ensure that the stability of all fencing remains safe in its environment and where security characteristics are required, that this is retained and not compromised.
- 8.4.11.11 The Supplier shall be responsible for the maintenance of various types of roadway, carpark and pavement surfaces which may consist of concrete, bitumen, asphalt, paving slabs etc. This will include for all associated items (gates/fences etc.) related to Health & Safety concerns within the environment. The Supplier shall consider all seasonal weather variations to undertake planned maintenance programme works. Faults may include potholes, uneven paving, broken kerbs etc.
- 8.4.11.12 The Supplier shall be responsible for gardening activities within the grounds of the Rail Engineering Works. At the front of the building this shall include clipping the front hedges, seasonal planting of the Roundel and yearly pruning of the Roundel tree. To the rear of the building this shall include mowing the grass to the front and rear of the car park and maintenance/care of the planted areas.

8.5 Planned Corrective Maintenance

8.5.1 Scope of services

- 8.5.1.1 The Supplier shall provide a planned corrective maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 8.5.1.2 Planned corrective maintenance shall be built up into a Workbank comprising the following:
- Identified Works – matters arising via the Company's Report Centre defined as non reactive by the Company
 - Corrective maintenance from inspections undertaken by the Company
 - Minor works
- 8.5.1.3 The Company shall provide details of planned corrective maintenance in the form of Work Orders which will contain the following information:
- Work Order/unique identification number
 - Building identification, name and function
 - Room identification, name and function



- Affected asset
 - Priority level 4 or 5. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 8.5.1.4 The Supplier shall provide a planned corrective maintenance service sufficient to carry out planned corrective maintenance rectification in accordance with this Specification and Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 8.5.1.5 The Supplier shall manage the Workbank in the most efficient and cost effective way possible and in a way which minimises disruption to customers and Supplier Personnel.
- 8.5.1.6 The Supplier shall manage planned corrective maintenance as Work Orders within an asset management system. A current copy shall be provided to the Company for review and agreement every 28 day period.
- 8.5.1.7 The Supplier shall include pricing of all planned corrective maintenance in the Workbank within Schedule 2 (Payment Schedule).
- 8.5.1.8 The Company reserves the right to review and agree the pricing of any planned corrective maintenance within the Workbank. If pricing cannot be agreed with the Supplier, they will be instructed not to proceed with the works.
- 8.5.1.9 The Supplier shall ensure all locations with planned corrective maintenance receive a scheduled visit to permanently rectify all items within a 6 month cycle for Destination and Gateway Stations and a 12 month cycle for Metro and Local Stations, and all other locations.
- 8.5.1.10 The Supplier shall provide the Company with a copy of the planned corrective maintenance rectification schedule at least 28 days prior to the start of each financial year for agreement with the Company. In advance of any amendment to the schedule, the Supplier shall provide justification for the proposed changes to the Company for agreement.
- 8.5.1.11 Where any planned corrective maintenance cannot be rectified in a single visit to any one location, an additional visit shall be scheduled within 7 days to rectify outstanding items.
- 8.5.1.12 The Supplier shall add the following information to the existing Work Order following the final site attendance for each planned corrective maintenance action and propose closure of the existing Work Order within the Workbank:
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost
 - High quality digital photograph/s of completed work



Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.

- 8.5.1.13 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 8.5.1.14 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.
- 8.5.1.15 The Supplier shall be aware that the Company reserves the right to review and agree the Workbank and provide further works through Additional Works, see Schedule 6, in order to improve efficiency.

8.6 Reactive Maintenance

8.6.1 Scope of services

- 8.6.1.1 The Supplier shall provide a reactive maintenance service to Premises assets at all locations listed within Appendix A, (Service Matrix) and in accordance with the performance requirements identified in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 8.6.1.2 The Supplier shall be notified of required reactive maintenance through electronic reactive maintenance reports (Fault Reports) provided by the Company's Report Centre. The Fault Reports will contain the following information:
 - Unique fault identification number
 - Building identification, name and function
 - Room identification, name and function
 - Affected asset
 - Priority Level 1, 2 or 3. See Appendix B (Reactive/Workbank Maintenance Performance Requirements Table)
 - Description of fault, with photograph if available
- 8.6.1.3 The Supplier shall provide the means of processing incoming Fault Reports in order to meet the performance requirements defined in Appendix B (Reactive/Workbank Maintenance Performance Requirements Table).
- 8.6.1.4 The Supplier shall undertake reactive maintenance to permanently rectify the fault where possible, up to a value of £5,000. Where permanent rectification is not possible, the Supplier shall complete interim rectification and/or leave the location in a safe condition prior to leaving site following each site attendance and provide details of the work carried out to



the Company. The Supplier shall permanently rectify the fault on subsequent visit/s or comply with 8.6.1.5.

- 8.6.1.5 Where the cost to rectify a fault is in excess of the £5,000 threshold, the Supplier shall notify the Company within 24 hours and await instruction to proceed with the repairs. The Supplier shall only undertake repairs above the threshold value without prior approval of the Company where failure to carry out the works immediately will result in significant disruption to the Company's business or present a safety or security risk.
- 8.6.1.6 The Supplier shall ensure that all repairs and replacements undertaken during reactive maintenance are of optimum function, quality and appearance in relation to the original material or item as far as is reasonably practicable, or in accordance with the heritage requirements of the particular location.
- 8.6.1.7 The Supplier shall add the following information to the existing Fault Report following the final site attendance for each reactive maintenance action and propose closure of the existing Fault Report:
- Diagnosis/cause of fault, including any root cause information where applicable
 - Description of fault repair or mitigation taken (per site visit)
 - Cost breakdown of fault repair or remedial action (per site visit)
 - Further action required and estimated cost (only where permanent repair is not possible under £5,000)
 - High quality digital photograph/s of completed work
 - Proposed re-classification of fault where appropriate (subject to agreement by the Company).
- Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 8.6.1.8 The Company may nominate a competent individual to assess a sample of all permanent repairs at random. Where repairs are found to be unsatisfactory, the Supplier shall rectify at no further cost to the Company and shall present an improvement plan for agreement.
- 8.6.1.9 Failure to complete permanent repairs within the times stipulated in the performance requirements will only be accepted if a written extension is granted by the Company. The Supplier shall provide supporting evidence as part of the application for a written extension.



Appendix A

Service Matrix

The Service Matrix is the document titled Lot 3.2 (Premises & Fabric) - Schedule 3 - Appendix A - Premises Service Matrix and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM)



Appendix B

Reactive/Workbank Maintenance Performance Requirements Table

	Priority Level	Priority Name	Description	Action	Service Level
Reactive	1	Emergency	Faults which present an immediate & serious risk to customer or operational safety or security, involve critical assets or which significantly restrict or prevent normal operation and use of the building/facility/site.	Attend	Within 2 Hours
				Permanent rectification OR interim rectification & make safe	Within 4 Hours
				Further attendance and permanent rectification	Within 48 Hours
	2	Urgent	Faults which are not deemed as Level 1 but which adversely affect customer or operational safety or security or restrict the normal operation of the building/facility/site without disruption or inconvenience.	Attend	Within 4 hours
				Permanent rectification OR interim rectification & make safe	Within 24 hours
				Further attendance and permanent rectification	Within 48 hours
	3	Non-Urgent	Faults which impinge on the normal operation or use of the building/facility/site but which do not cause immediate disruption or inconvenience.	Permanent rectification	Within 7 days
Workbank*	4	Identified Works A (Destination and Gateway stations)	Matters of a routine nature or issues that do not impact safety, security or weather/water-tightness of the building fabric, but have a detrimental impact on the staff environment, or can cause minor inconvenience to staff.	Permanent rectification	Within 6 months
	5	Identified Works B (Metro and Local stations, operational facilities, depots, power buildings/sites, rail catering and REW)	Matters of a routine nature or issues that do not impact safety, security or weather/water-tightness of the building fabric, but have a detrimental impact on the staff environment, or can cause minor inconvenience to staff.	Permanent rectification	Within 12 months

* Workbank items also include corrective maintenance from Company inspections and Minor Works

Appendix C

Listed Station Data



SCHEDULE OF LISTED STATIONS OR STATIONS WITH LISTED BUILDINGS OR STRUCTURES

STATION	LU LINE or OVERGROUND	ROUGH	STATION	LU LINE or OVERGROUND	BOROUGH
Acton Town	District / Piccadilly	Ealing	Kew Gardens	District	Richmond upon Thames
Aldgate East	District / Hammersmith & City	Tower Hamlets	Kilburn Park	Bakerloo	Brent
Aldwych (Disused)	Piccadilly	City of Westminster	King's Cross St Pancras	Circle / H & C / Met / Nor / Picc / Vic	Camden
Arnos Grove	Piccadilly	Enfield	Leicester Square	Northern / Piccadilly	City of Westminster
Baker Street	Bakerloo / Circle / H & C / Jubilee /	City of Westminster	Liverpool Street	Central / Circle / H&C / Metropolitan / LO	City of London
Balham	Northern	Wandsworth	Loughton	Central	Epping Forest
Bank	Central / Circle / District / Northern	City of London	Maida Vale	Bakerloo	Brent
Barking	District / Hammersmith & City	Barking & Dagenham	Moorgate	Circle / H&C / Met / Northern	City of London
Barkingside	Central	Redbridge	Mornington Crescent	Northern	Camden
Barons Court	District / Piccadilly	Hammersmith & Fulham	Newbury Park	Central	Redbridge
Belsize Park	Northern	Camden	North Ealing	Piccadilly	Ealing
Boston Manor	Piccadilly	Hounslow	Northfields	Piccadilly	Ealing
Bounds Green	Piccadilly	Haringey	Notting Hill Gate	Central / Circle / District	RB Kensington & Chelsea
Bow Road	District / Hammersmith & City	Tower Hamlets	Oakwood	Piccadilly	Enfield
Brent Cross	Northern	Barnet	Osterley	Piccadilly	Hounslow
Caledonian Road	Piccadilly	Islington	Oxford Circus	Bakerloo / Central / Victoria	City of Westminster
Camden Road	Overground	Camden	Paddington (City)	Circle / District	City of Westminster
Chalk Farm	Northern	Camden	Paddington (Suburban)	Circle / Hammersmith & City	City of Westminster
Chesham	Metropolitan	Chiltern	Park Royal	Piccadilly	Ealing
Chiswick Park	District	Ealing	Peckham Rye	Overground	Southwark
Clapham Common	Northern	Lambeth	Perivale	Central	Ealing
Clapham High Street	Overground	Lambeth	Piccadilly Circus	Bakerloo / Piccadilly	City of Westminster
Clapham South	Northern	Wandsworth	Rayners Lane	Metropolitan / Piccadilly	Harrow
Cockfosters	Piccadilly	Enfield	Redbridge	Central	Redbridge
Colliers Wood	Northern	Merton	Ruislip	Metropolitan / Piccadilly	Hillingdon
Covent Garden	Piccadilly	City of Westminster	Russell Square	Piccadilly	Camden
Crystal Palace	Overground	Bromley	St. James's Park	Circle / District	City of Westminster
Denmark Hill	Overground	Southwark	St. John's Wood	Jubilee	City of Westminster
Ealing Common	District / Piccadilly	Ealing	South Kensington	Circle / District / Piccadilly	RB Kensington & Chelsea
Earl's Court	District / Piccadilly	RB Kensington & Chelsea	South Wimbledon	Northern	Merton
East Finchley	Northern	Barnet	Southgate	Piccadilly	Enfield
East Ham	District / Hammersmith & City	Newham	Sudbury Hill	Piccadilly	Harrow
Eastcote	Metropolitan / Piccadilly	Hillingdon	Sudbury Town	Piccadilly	Brent
Farringdon	Circle / Hammersmith & City / Met	Islington	Tooting Bec	Northern	Wandsworth
Fulham Broadway	District	Hammersmith & Fulham	Tooting Broadway	Northern	Wandsworth
Gloucester Road	Circle / District / Piccadilly	RB Kensington & Chelsea	Turnpike Lane	Piccadilly	Haringey
Great Portland Street	Circle / Hammersmith & City / Met	City of Westminster	Uxbridge	Metropolitan / Piccadilly	Hillingdon
Green Park	Jubilee / Piccadilly / Victoria	City of Westminster	Victoria	Circle / District / Victoria	City of Westminster
Harrow and Wealdstone	Bakerloo	Harrow	Wapping	Overground	Tower Hamlets
Hatch End	Overground	Harrow	Watford	Metropolitan	Watford
Hendon Central	Northern	Barnet	West Acton	Central	Ealing
Holloway Road	Piccadilly	Islington	West Brompton	District	RB Kensington & Chelsea
Hounslow West	Piccadilly	Hounslow	Willesden Green	Jubilee	Brent
Kennington	Northern	Southwark	Wood Green	Piccadilly	Haringey

Note: Stations are only listed in their highest category – they may still be in a Conservation Area, but have not been noted as such if they are listed.

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SCHEDULE OF LOCALLY LISTED STATIONS OR STATIONS WITH LOCALLY LISTED BUILDINGS OR STRUCTURES

STATION	LU LINE or OVERGROUND	BOROUGH	Parsons Green	District	Hammersmith & Fulham
Acton Central	Overground	Ealing	Plaistow	District / Hammersmith & City	Newham
Alperton	Piccadilly	Brent	Putney Bridge	District	Hammersmith & Fulham
Arsenal	Piccadilly	Islington	Putney (Bridge over River)	District	Wandsworth
Becontree	District	Barking & Dagenham	Richmond	District	Richmond-upon-Thames
Bruce Grove	Overground	Haringey	Romford	Overground	Havering
Buckhurst Hill	Central	Epping Forest	Ruislip Manor	Metropolitan / Piccadilly	Hillingdon
Bushey	Overground	Watford	South Harrow	Metropolitan	Harrow
Chingford	Overground	Waltham Forest	South Ruislip	Central	Hillingdon
Chorleywood	Metropolitan	Three Rivers	Stamford Hill	Overground	Hackney
Clapham Junction	Overground	Wandsworth	Stanmore	Jubilee	Harrow
Clapton	Overground	Hackney	Totteridge and Whetstone	Northern	Barnet
Dagenham East	District	Barking & Dagenham	Tufnell Park	Northern	Islington
Dagenham Heathway	District	Barking & Dagenham	Upminster	District	Havering
Ealing Broadway	Central / District	Ealing	Upminster Bridge	District	Havering
Emerson Park	Overground	Havering	Upney	District	Barking & Dagenham
Epping	Central	Epping Forest	Upton Park	District / Hammersmith & City	Newham
Fairlop	Central	Redbridge	Walthamstow Central	Victoria / Overground	Waltham Forest
Hackney Downs	Overground	Hackney	Wanstead	Central	Redbridge
Hainault	Central	Redbridge	Watford High Street	Overground	Watford
Hammersmith (D&P)	District / Piccadilly	Hammersmith & Fulham	West Finchley	Northern	Barnet
Hangar Lane	Central	Ealing	West Kensington	District	Hammersmith & Fulham
Hillingdon	Metropolitan	Hillingdon	White City	Central	Hammersmith & Fulham
Mill Hill East	Northern	Barnet	Wimbledon Park	District	Merton
Morden	Northern	Merton	Woodside Park	Northern	Barnet

SCHEDULE OF STATIONS IN CONSERVATION AREAS			STATION	LU LINE or OVERGROUND	BOROUGH
STATION	LU LINE or OVERGROUND	BOROUGH	Kensal Green	Bakerloo	Brent
Aldgate	Circle / Metropolitan	City of London	Kensington (Olympia)	District	RB Kensington & Chelsea
Bethnal Green	Central	Tower Hamlets	Kentish Town West	Overground	Camden
Brixton	Victoria	Lambeth	Monument	Circle / District	City of London
Brockley	Overground	Lewisham	New Cross Gate	Overground	Lewisham
Burnt Oak	Northern	Barnet	Oval	Northern	Lambeth
Bush Hill Park	Overground	Enfield	Queen's Park	Bakerloo	Brent
Camden Town	Northern	Camden	Regent's Park	Bakerloo	City of Westminster
Campbell Road	District Sub-Station	Tower Hamlets	St James Street	Overground	Waltham Forest
Chancery Lane	Central	City of London	Seven Sisters	Victoria	Haringey
Charing Cross	Bakerloo / Northern	City of Westminster	Seven Kings	Overground	Redbridge
East Acton	Central	Hammersmith & Fulham	Shepherd's Bush	Central	Hammersmith & Fulham
Embankment	Bak / Circle / District / Northern	City of Westminster	Sloane Square	District	RB Kensington & Chelsea
Euston	Northern / Victoria	Camden	South Tottenham	Overground	Haringey
Forest Gate	Overground	Newham	Stepney Green	District / Hammersmith & City	Tower Hamlets
Forest Hill	Overground	Lewisham	Sydenham	Overground	Lewisham
Golders Green	Northern	Barnet	Temple	Circle / District	City of Westminster
Goodge Street	Northern	Camden	Tower Hill	Circle / District	Tower Hamlets
Gospel Oak	Overground	Camden	Wanstead Park	Overground	Newham
Greenwich	Generating Station	RB Greenwich	Warren Street	Northern / Victoria	Camden
Hampstead	Northern	Camden	Warwick Avenue	Bakerloo	City of Westminster
Hampstead Heath	Overground	Camden	Waterloo	Bakerloo / Jubilee / Northern / W & C	Lambeth
Highbury and Islington	Victoria	Islington	West Ham	District / Hammersmith & City / Jubilee	Newham
Highgate	Northern	Haringey	West Hampstead	Jubilee	Camden
Holborn	Central	den	Westminster	Jubilee	City of Westminster
Holland Park	Central	ensingington & Chelsea	Whitechapel	Dist ' t / Hammersmith & City	Tower Hamlets
			Woodford	C	Redbridge

Appendix D

Gates and Barriers Maintenance Schedule

The Gates and Barriers Maintenance Schedule is the document titled Lot 3.2 (Premises & Fabric) - Schedule 3 - Appendix D (Gates and Barriers Maintenance Schedule) and stored on the CD-ROM at Schedule 23 (Documents on CD-ROM)



Appendix E

Asset Reporting Requirements

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



SCHEDULE 4: PROGRAMME

The Supplier shall show on each update to the Programme (which shall subsequently become the Programme after acceptance by the Company's Representative):

(1) the starting date, access dates, key dates and Expiry Date;

Services Commencement Date - please refer to Schedule 1

Expiry Date – please refer to Schedule 1

(2) the order and timing of operations which the Supplier plans to do in order to provide the Services;

Operations will be undertaken in accordance with Schedule 3, Schedule 21 Appendix 2 and Schedule 18, Mobilisation

(3) the order and timing of the work of the Company and others as last agreed with them by the Supplier or, if not so agreed, as stated in the Specification;

Services will be undertaken in accordance with Schedule 3

(4) the dates when the Supplier plans to meet each condition stated for any key dates and to complete other work needed to allow the Supplier and others to do their work;

Services will be completed on 24th June 2022 or pursuant to Clause 2

(5) provisions for float, time risk allowances and environmental and health and safety requirements;

Provisions have been made as part of the annual programme of works

(6) the dates when, in order to provide the Services in accordance with its programme, the Supplier needs:

- (a) access to a part of the Site if later than its access date;
- (b) acceptances;
- (c) plant and materials and other things to be provided by the Company; and
- (d) information from others;

Services will be undertaken in accordance with Schedule 3

(7) for each operation, a statement of how the Supplier plans to do the work identifying the principal equipment and other resources which it intends to use;

Contained within Schedule 21 Appendix 2

(8) for each operation, a cost-loaded programme showing the forecast resources required for that operation;

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Contained within Schedule 2

(9) its access requirements in accordance with the Specification; and

Access shall be managed in accordance with Schedule 5

(10) other information which the Specification requires the Supplier to show on a programme submitted for acceptance.

SCHEDULE 5: ACCESS

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1. DEFINITIONS

Accepted Access Plan means the latest Access Plan accepted by the Company's Representative and the Access Manager and which supersedes previous Accepted Access Plans.

Access means a type of access set out in Appendix 4 (Access Subcategories).

Access Manager means the person designated by the Head of Access as the manager for access requests for the Services and who will act as the single point of contact for all access related matters.

Access Plan means the access plan prepared by the Supplier in accordance with the Access Plan Template.

Access Plan Template means the template provided as Appendix 1 (Access Plan Template) to this Schedule 5 (Access).

Access Subcategories has the meaning given in paragraph 1.9 of section 6 of this Schedule 5.

Access Visualisation Tool means a tool which provides a graphical overlay on a London Underground 'Harry Beck' map of planned and booked work for a user specified area (Track / Stations) for a user specified time period.

Application to Work Form means the form contained in Appendix 2 (Application to Work Form) to this Schedule 5.

Bank Holiday means a recognised UK Bank Holiday. Start and end times as per definition for "Sunday" stated below.

Emergency Access has the meaning given in paragraph 1.5 of section 6 of this Schedule 5.

Engineering Hours means any time when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LUL Rule Book 17 for the definition of Engineering Hours), as is applicable to the running line.

Engineering Notice means a publication produced and circulated within TfL at short notice containing details of engineering works, special current arrangements, engineers' possessions and engineers' trains and similar activities not included in the Traffic Circular.

Engineering Look Ahead Notice means a draft publication produced and circulated by TfL providing a week-view of items that, at that time, are planned to be published on the Engineering Notice for a specific shift.

Exclusive Access has the meaning given in paragraph 1.4 of section 6 of this Schedule 5.

General Access has the meaning given in paragraph 1.1 of section 6 of this Schedule 5.

Head of Access means the person responsible for managing access to the TfL infrastructure for the Services. This role includes but is not limited to the responsibility for the publication of safety documentation.

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Incident Officer means the senior TfL operating officer responsible for managing an incident.

L&E Closures has the meaning given in paragraph 1.8 of section 6 of this Schedule 5.

Latest Request Date means the last date an access request can be made in line with a given timescale.

Local Station Access Arrangement Reference Files means the files published by the Head of Access detailing where works may potentially be undertaken on Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and Station opening and closing hours.

LUL Network means the stations and depots (wherever situate), assets, systems, track and other buildings which are used for the maintenance and provision of the underground service known as the London Underground.

LUL Rule Book means the rule books covering the operation of trains and Stations and accessing the Track.

Major Closure has the meaning given in paragraph 1.6 of section 6 of this Schedule 5.

Minor Closure has the meaning given in paragraph 1.7 of section 6 of this Schedule 5.

Monday to Friday means the time from start of Traffic Hours on Monday morning to the time at the end of Engineering Hours on Friday night/ Saturday morning.

Network Rail means Network Rail Infrastructure Limited company nr 02904587.

Network Rail Interface Locations means locations on the LUL Network where Network Rail infrastructure interfaces with TfL infrastructure including but not limited to the location identified in Appendix 5 (Network Rail Interface Locations) to this Schedule 5.

Nightly Engineering Protection Arrangements (NEPA) Notice means a publication produced and circulated within TfL at short notice containing details of safety related material for engineering Services and engineer's trains and vehicles.

Night Tube means the provision of a 24 hour revenue service commencing from the Night Tube Start Date.

Night Tube Start Date means 19 August 2016.

Night Tube Running Period means nominally the period between 21:00hrs Friday night and 06:00hrs Sunday morning.

Night Tube Sections means the sections of the TfL Network which provide Night Tube. The applicable sections of the TfL Network are:

- (a) The Central Line route between and including Hainault, Loughton and Ealing Broadway Stations (no Night Tube outside of this route)
- (b) The Jubilee Line entire network
- (c) The Northern Line route between and including High Barnet, Edgware and

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Morden Stations via the Charring Cross Branch (no Night Tube outside of this route)

- (d) The Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 Stations (no Night Tube outside of this route)
- (e) The Victoria Line entire network.

Non-Restrictive/Exclusive Access has the meaning given in paragraph 1.2 of section 6 of this Schedule 5.

Operational Assurance means an Operational Assurance Notification made to TfL in accordance with the requirements of Standard 1-538 (Assurance).

Operation Managers means any or all of group station managers and train operations managers.

Others mean people or organisations who are not TfL, the Company's Representative, the Supplier or any employee, sub-contractor or supplier of the Supplier.

Possession Meeting means a meeting to discuss the viability of a proposed Track possession.

Pre-Closure Request Meeting means a meeting to discuss the viability of a proposed closure request.

Published means in respect of:

- (A) Restrictive Access and Exclusive Access to Track, that the works need to be notified in the Engineering Look Ahead Notice, the Engineering Notice and the Nightly Engineering Protection Arrangements (NEPA) Notice; and
- (B) Restrictive Access and Exclusive Access to Stations, that the works need to be notified in the Station Works Plan.

Restrictive Access has the meaning given in paragraph 1.3 of section 6 of this Schedule 5.

SABRE means Site Access Booking for Railway Engineering, being the system used to plan access, and any system that may supersede it at any time in the future.

Saturday means the time from start of Traffic Hours on Saturday morning to the time at the end of Engineering Hours on Saturday night/Sunday morning.

Specialist Protection means all protection arrangements in addition to the Supplier's site person in charge (SPC) (with dual protection qualifications) including but not limited to possession masters; protection resources to implement possession protection arrangements; staff to isolate traction current, technical officers to implement a set of protection arrangements and protection on Network Rail Infrastructure.

Station Works Plan means the general access requests; planned works weekly and planned daily publications circulated by TfL detailing the access arrangements for works planned to be undertaken at all Stations.

Stations means areas to which LUL Rule Book 10 applies including buildings, equipment or

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facilities designed to be used by customers to access or leave a train.

Sunday means the time from start of Traffic Hours on Sunday morning to the time at the end of Engineering Hours on Sunday night/Monday morning.

Track means areas to which LUL Rule Book 17 applies including Track, tunnels, embankments and other line side infrastructure.

Traffic Circular means the weekly traffic circular which contains diverse information such as, infrastructure changes, train service changes, events affecting TfL, notification of restrictions to TfL operations and operational communications.

Traffic Hours means when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref LUL Rule Book 17 for the definition of Traffic Hours) as is applicable to the running line.

Work Request means the work request e-Form provided on TfL's access booking portal and which is completed by the Supplier to reflect the Access Plan and requirements for plant and equipment and specialist protection.

Working Time means a period of agreed access (including closures) in either Traffic Hours or Engineering Hours.

2. GENERAL OBLIGATIONS

1. The Supplier shall comply with its obligations under this Schedule 5.
2. The Supplier shall be responsible for supplying to the Company's Representative and the Access Manager all such information and taking all such steps as may be necessary to enable the Company's Representative to obtain where applicable Operational Assurance in respect of the Access required by the Supplier.
3. The Parties agree that:
 - 3.1 the dates and times of any Access approved may be cancelled, altered or delayed on notice (or no notice in the case of an Emergency or for safety reasons). Alternative arrangements shall be made as soon as the Company's Representative and Access Manager can permit;
 - 3.2 the provisions of Clause 30 of the Contract shall be deemed to apply during such cancellation, alteration or delay to approved Access provided that such cancellation, alteration or delay is not caused (in whole or part) by a failure by the Supplier to comply with its obligations under this Schedule 5;
 - 3.3 neither Party shall have any claim against the other as a consequence of such cancellation, alteration or delay; and
 - 3.4 the Supplier shall as soon as practicable take all reasonable steps necessary to avoid, overcome or minimise the effect of such cancellation, alteration or delay.
4. For access to Network Rail and/or train operating companies' infrastructure and stations, the Supplier is solely responsible for securing access. The Supplier shall make all necessary arrangements directly with Network Rail and/or train operating companies and shall comply with all their rules and regulations.
5. For Access, following a request to the Supplier from the Company's fault reporting centre for a part or all of the Services, the Supplier shall apply for Access in accordance with the requirements of this Schedule 5.
6. The Company shall have no responsibility to the Supplier, and the Supplier shall hold the Company harmless against any Losses that may arise out of any failure by the Supplier to comply with this Schedule 5.

3. THE ACCESS PLAN

1. The Supplier shall, in accordance with the timescales set out in Appendix 1 (Contract Mobilisation and Transition Plan) to Schedule 18 (Mobilisation Requirements), prepare an Access Plan with the objective of maximising the efficient use of the available Working Time and taking account of the following:
 - the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Supplier obtaining the appropriate storage licences);
 - if the Services can be carried out in Traffic Hours (and the Supplier shall construct the Access Plan to achieve the optimisation of Working Time);
 - the minimisation of the number and duration of closures;
 - the utilisation and extension of existing planned closures;
 - the hours/shifts/days in the week required to be worked in order to comply with the Programme;
 - the timescales for booking access and closures as defined in this Schedule 5;
 - the sharing of Access with Others and the minimisation of disruption of the work of Others;
 - if the productivity of Engineering Hours working can be increased, safely, by completing the clearance of workers, materials tools and equipment tools in Traffic Hours (and the Supplier shall support its plans with method statements detailing appropriate measures for the protection of the public);
 - the maximisation of Working Time during Engineering Hours when accessing the Track through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Track immediately on confirmation of traction current being turned off);
 - a minimum call back time of twenty (20) minutes for Track access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is agreed by the Company's Representative;
 - any limitation on Engineering Hours specific to the Services as may be specified by the Company's Representative;
 - the time required for the Supplier to ensure the Site is left clean and safe; and
 - Night Tube.
2. The Supplier shall submit its proposed Access Plan to the Company's Representative for acceptance. Within two weeks of the Supplier submitting an Access Plan for acceptance the Company's Representative shall either accept the Access Plan or

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notify the Supplier of his reasons for not accepting it. A (non-exclusive) reason for not accepting an Access Plan is that:

- it is not compatible with the Access Plan Template;
- it does not take into account the information provided in the Local Station Access Arrangement Reference Files;
- it does not optimise the Working Time;
- it proposes an excessive number or duration of closures;
- it does not adequately make use of existing planned closures;
- it is not compatible with the Programme;
- it does not comply with the timescales for booking Access and closures as set out in this Schedule 5;
- it assumes the use of an existing closure for which an Application to Work Form has not been approved by the Access Manager;
- it assumes an extension to an existing planned closure which has not had the prior approval of the Access Manager;
- requests an access or closure type which is not appropriate for the Services;
- it does not adequately provide for the work of Others;
- it does not maximise the use of available access;
- it does not allow for minimum call back periods or other working constraints detailed by the Company's Representative;
- it does not provide as a minimum all the information provided in the Access Plan Template;
- it does not allow sufficient time for the Site as a whole to be left clean and safe;
- it does not allow for the operation of Night Tube.

3. The Supplier shall submit a revised Access Plan for acceptance in the following circumstances:

- if the Accepted Access Plan is no longer applicable in all the circumstances;
- when a change is required to align with the Programme; OR
- within the period for reply after the Company's Representative has instructed the Supplier to do so. For the avoidance of doubt such instruction does not constitute a Variation Proposal or entitle the Supplier to apply for an extension of time.

4. Should the Supplier need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the

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booked access types), the Supplier shall give at least five (5) Working Days' notice and obtain the Company's Representative's prior written acceptance.

4. BOOKING AND ARRANGING ACCESS

1. The Supplier shall be required to book and co-ordinate access to the Site with the Access Manager in accordance with the Work Request/SABRE process and the Accepted Access Plan. The Supplier accepts that access to the Site will be refused without a valid SABRE number and the Supplier shall be responsible for checking that it is in possession of a valid SABRE number for all access requirements detailed on the Accepted Access Plan. If the Supplier is not in possession of the same it shall advise the Company's Representative accordingly.
2. The Supplier shall comply with the requirements of the use of LUCAS (London Underground Combined Access System) and Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of Site entry. The Supplier shall note that individuals will be refused access to Sites without a valid LUCAS or Sentinel Card.

The Supplier acknowledges that TfL is phasing out the use of LUCAS cards and is adopting Sentinel as a replacement access and competency control system. On expiry of existing LUCAS cards the Supplier shall sponsor Supplier Personnel required to work on TfL infrastructure to obtain replacement Sentinel cards if they are not already a Sentinel card holder.

3. **Training, Certificates, Identity Cards and Entry Permits**

- 3.1 The Supplier is responsible for ensuring that all staff and Supplier Personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the Services.

The Standards, and in particular QUENSH and the LUL Rule Book(s) set out the training and certifications required to be met by the Supplier.

- 3.2 Not used
- 3.3 The Supplier is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and / or Supplier Personnel.
- 3.4 The Supplier shall allow a minimum of 28 days' notice period for all TfL provided training and certification courses and will include the same on any proposed Access Plan or programme. The Supplier acknowledges that any time period less than this cannot be guaranteed, and although the Company may make efforts facilitate a shorter notice period wherever possible, the Supplier does not rely on such reduced time periods being accommodated.
- 3.5 At the Services Commencement Date, the Supplier shall produce a competency matrix for all its staff or Supplier Personnel involved in providing the Services detailing the training, certification and other competency information held on record. The Supplier shall update the matrix until the Expiry Date and make the same available on request of the Company's Representative.

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4. London Underground Access control

4.1 LUCAS (London Underground Combined Access System) smartcards have not been issued since 01/04/2015. Unexpired cards issued before this date remain valid until they expire or by further notification from TfL.

4.2 All Supplier Personnel require either

- A valid LUCAS smartcard OR
- A Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LU-ICI endorsement

(in each case a "Smartcard")

in order to access the Sites and carry out works on London Underground operational infrastructure.

4.3 The Supplier shall register to become a Sentinel Sponsor (as such term is defined in the Rail Industry Supplier Qualification scheme (RISQs)) via the RISQs. Further details can be found at the following Achilles website address (Achilles administer the Scheme on the behalf of RISQs).

http://www.achilles.com/en/?option=com_content&view=article&id=285.

4.4 The Supplier will and will procure that any sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:

<https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf>

4.5 The Smartcard is specific to an individual and is not transferable.

4.6 The Supplier shall procure that Supplier Personnel carry their Smartcard at all times when working on operational TfL Network property and present their Smartcard to any authorised representative of TfL for inspection when requested to do so. Failure to produce a valid Smartcard, or requisite certification, for inspection may result in the individual being instructed to leave the Site. A Smartcard is not required when working solely on non-operational TfL Network property.

4.7 The Smartcard does not entitle the Supplier's Personnel to any benefits other than permitting access to the Site for the purpose of carrying out Services during the agreed hours of work. The LUCAS Smartcard remains the property of the Company and is required to be returned immediately upon request.

4.8 Details of required courses and medicals are detailed in QUENSH.

4.9 Exceptions to the Smartcard process;

For certain exceptional access circumstances it may not always be practical or cost effective to enrol the Supplier, the Supplier Personnel or Others onto the Sentinel Scheme. In such a case, the Company shall issue a temporary LUA-LU paper certificate.

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Such scenarios whereby temporary LUA-LU paper certificates are issued would be;

- Specialised contractors requiring limited access
- Survey work requiring limited access

If the Company's Representative decides to permit exceptional access to the Site or any working areas, the Supplier must obtain the Company's Representative's written acceptance regarding the personnel and work activities prior to commencement on Site.

- 4.10 The Supplier acknowledges that any person attempting to gain access to the Site or working areas who is not in possession of a valid LUCAS or Sentinel Smartcard shall be treated as a visitor. All visitors, except for authorised collection or delivery drivers, must be escorted or supervised at all times by an authorised member of staff whilst on Site.

The Supplier shall maintain a register of all visitors including:-

- Name;
- Employer;
- Nature of business / persons being visited;
- Time in;
- Time out;
- Supervisor/escort name including signature.

The Supplier shall provide a health and safety Site briefing to each visitor and shall procure that such visitor shall sign a form to confirm that they have received the briefing and understand the Site rules and their respective responsibilities as a visitor.

The Supplier shall issue the visitor with a temporary pass that is valid for a maximum 24 hours and which clearly indicates the expiry date and time of such visit.

The Supplier shall ensure the temporary pass is returned when the visitor leaves the Site and that a list of any lost passes is maintained.

The Supplier shall ensure that lost electronic visitor passes are de-activated immediately on the Supplier being made aware of the loss.

5. London Underground – Access Control

- 5.1 When booking in and out of the Site, the Supplier shall procure that the Supplier Personnel report in, record entry and exit, and present their Smartcards when and where required, in accordance with the local access control arrangements.
- 5.2 Where a Smartcard reader is installed on Site as part of the local access control arrangements, then the Supplier shall procure that all Supplier Personnel as a mandatory requirement swipe their Smartcard on entry and egress from the Site. Any individuals found on Site where such a card-reading system is in place who have not

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followed such a procedure may be instructed to leave Site for the duration of the associated shift, regardless of whether they may hold the appropriate Smartcard. The Company takes no responsibility for any abortive costs or impact to schedule of any such instruction to any member of the Supplier's staff under such circumstances.

- 5.3 If the Supplier wishes to make a change to the Accepted Access Plan or to the Supplier's requirements for Access after being approved by the Company's Representative and Access Manager, the Supplier shall submit written request of such change and a revised programme and Access Plan to the Company's Representative and Access Manager confirming any and all revised Access requirements.

5. CLASH CHECKING

1. The Supplier shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Company's Representative in respect of which the Company's Representative has provided the Supplier with the Access Visualisation Tool. The Supplier shall also monitor the following publications:
 - (a) Engineering Look Ahead Notice
 - (b) Engineering Notice
 - (c) Nightly Engineering Protection Arrangements (NEPA) Notice
 - (d) Traffic Circular
 - (e) Station Works Plan
2. In the event of clashes the Supplier shall notify the Company's Representative and, where instructed, submit a revised Access Plan for acceptance. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 3 (Indicative Timescales for the Publication of Notices) of this Schedule 5.
3. Clash Checking is a condition precedent in respect of any entitlement to apply for relief pursuant to Clause 30.
4. In the event that the Supplier attends the Site and access is not provided by TfL in accordance with the Accepted Access Plan the Supplier shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix 6 (Cancelled or Delayed/Curtailed Access Form) to this Schedule 5.
5. Without prejudice to the generality of Clause 30, Clash Checking, the completion of a Cancelled or Delayed/Curtailed Access Form in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the relevant SABRE number) are all condition precedents in respect of any entitlement to apply for a Relief Event.

6. TYPES OF ACCESS

1. Summarised below are the types of access that the Supplier's Access Plan shall be based upon. In preparing the Access Plan the Supplier shall select the type of access required for the Services. The Supplier shall consult with the Access Manager as to the appropriateness of the selection as set out in the Access Plan. The Access Manager's decision as to the types of access and closures which can be used in the formulation of the Access Plan is final and binding.

1.1 General Access

General Access is a category of access for undertaking non-exclusive/non-restrictive works on the TfL Network, using all necessary tools and equipment. It is valid for both Station and Track. SABRE numbers may be valid for up to a whole financial year, but can also be issued for shorter time periods to suit work demands.

General Access may be applied for to cover large areas of the TfL Network, for example whole lines, or for more discreet locations or worksites to suit work demands. The Supplier may apply for a number of General Access SABRE numbers, but the Access Manager will aim to limit the proliferation of General Access SABRE numbers for the same or similar work teams, projects, or areas etc.

General Access does not need to be Published.

1.2 Non-Restrictive/Exclusive Access

Non-Restrictive/Exclusive Access is a category of access for undertaking non-restrictive and non-exclusive works on the TfL Network, using all necessary tools and equipment. It is valid for both Station and Track.

The Supplier shall clearly define the area covered by a Non-Restrictive/Exclusive Access request and shall limit the area to the minimum required to deliver the Services.

Non-Restrictive/Exclusive Access does not need to be Published.

1.3 Restrictive Access

Restrictive Access is a category of access that places a restriction on what can take place within a particular worksite and where the restriction will apply to all parties attempting to work that particular shift.

In the event that the Supplier believes that Restrictive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that the granting of Restrictive Access would have on the network and other work streams. The Supplier acknowledges that Restrictive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier shall clearly define the area covered by a Restrictive Access request and shall restrict the area to the minimum required to deliver the works and avoid unduly impeding the works of Others.

Restrictive Access will need to be Published.

1.4 Exclusive Access

Exclusive Access is a category of access that prohibits any party not directly involved in the works (for which Exclusive Access has been booked) from working in that worksite.

In the event that the Supplier believes that Exclusive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that granting Exclusive Access would have on the TfL Network and other work streams. Exclusive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier shall clearly define the area covered by an Exclusive Access request and shall restrict it to the minimum area required to deliver the works and to avoid unduly impeding the works of others.

Exclusive Access will need to be Published.

1.5 Emergency Access

Emergency Access is access required to deal with an Incident as defined in the LUL Rule Book, or which is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger services for the following day. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

1.6 Major Closures

A Major Closure can be classified as any planned disruptive work which results in any TfL service being unavailable between 0600 and 2100 on a weekday (excluding Bank Holidays).

1.7 Minor Closures

A Minor Closure can be classified as any planned disruptive work, apart from L&E Closures (defined below) which results in any TfL services being unavailable outside the hours of 0600 and 2100 on a weekday (excluding Bank Holidays or at any other time at Weekends and Bank Holidays (including the Night Tube Period for work within the Night Tube Sections).

1.8 L&E Closures

Lift & Escalator (L&E) Closures are closures of lifts, escalators, travelators, fixed stairways, routeways or cross-passageways which can be accommodated without requiring a Station or platform to be closed. The Supplier will liaise with the Access Manager to review the impact of any requested L&E Closure in the context of any other concurrent TfL Network closures. The Company's Representative may also participate in such liaison.

1.9 Access Subcategories

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Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 4 (Access Subcategories) hereto and a description of the typical work to which they apply, such as track possession, is also provided in order to assist the Supplier in identifying the type of access applicable to particular works.

7. CLOSURE REQUESTS PROCESS

1. Where the Supplier intends to make a closure requests the Supplier shall attend a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request is submitted by the Supplier for approval. The Company's Representative may attend such meetings.
2. Where the Company's Representative and the Supplier agree that a proposed closure has business justification the Supplier shall confirm with the Access Manager the acceptability of the proposed closure. Where the Access Manager confirms that the proposed closure dates are not acceptable the Supplier will liaise with the Access Manager to identify alternative closures that are as near as possible and equivalent to, the closures originally proposed by the Supplier. The Company's Representative may also participate in such liaison. The Supplier acknowledges that the Access Manager's decision as to acceptability of a proposed closure or proposed alternative closures is final and binding.
3. The Access Manager may reject proposed closures on (without limitation) the grounds that if granted such proposed closures would unduly limit journey opportunities. By way of guidance, and without limitation, examples of such a limitation of journey opportunities would be:
 - a closure of a central London Station during a seasonal event;
 - a closure of key Station for access to a popular one-off event during the period of the event;
 - a closure of a key branch for access to airport terminals during a peak travel weekend; or
 - a closure on a part of a line when there is a concurrent closure on the only alternate line during an abnormally busy period.
 - Similarly a closure request may be rejected where it is considered that the level of disruption caused is not justifiable given the nature and the scope of the works.

8. TIMESCALES FOR BOOKING ACCESS AND CLOSURES

1. In preparing an Access Plan the Supplier shall make allowance for the minimum booking periods for the applicable access and closure types, as listed in the following table:

Type	Applicable to:			
	Station Access	Track Access	Working Time in	
			Engineering Hours	Traffic Hours
General Access Non-Restrictive/ Exclusive Access	Yes (14)	Yes (14)	Yes	Yes
Restrictive Access Exclusive Access	Yes (21)	Yes (56)	Yes	Yes
Major Closures	Yes (540)	Yes (540)	No	Yes
Minor Closure	Yes (222)	Yes (222)	No ⁽ⁱⁱ⁾	Yes
L&E Closure	Yes (90)	N/A	Yes	Yes

Notes:

- i. The above table gives the T- date in brackets by which planning must be completed (the Latest Request Date). The Supplier must allow for sufficient time for adequate access planning.
 - ii. A Minor Closure may be applicable to Engineering Hours if a vehicle is being outstabled. Where no more than two vehicles are being outstabled at any single location the timescale for booking may, subject to the agreement of the Access Manager, be reduced to 90 days.
 - iii. A closure in respect of a depot or siding may be required if the proposed works affect the operational railway.
2. At specific locations the minimum booking period for closures stated in the above table may be able to be reduced. Where a reduced period applies this shall be specified by the Company's Representative.
 3. The Supplier shall plan access as early as possible and in no event shall apply for access or closures after the Latest Request Date has passed.
 4. Where access is required to Network Rail infrastructure at the Network Rail Interface Locations the minimum booking period for all access types is 294 days access except for Major Closures which remains unchanged.

9. UTILISING EXISTING CLOSURES

1. The Supplier shall actively seek to utilise TfL's existing closure programme to progress the Services. The Supplier may request details of such closure programme from the Company's Representative, to the extent relevant to the provision of the Services.
2. The Supplier shall identify all possible opportunities to use TfL's existing closure programme and shall provide any information necessary to complete the Application to Work Form. The Supplier shall complete the Application to Work Form and submit this to the Access Manager and the Company's Representative for approval. The Supplier shall submit the Application to Work Form a minimum of 15 (fifteen) weeks prior to the relevant closure start date. The Supplier shall attend the planning meetings for the relevant closure and prepare for submission by the Supplier any information as may be requested by the Access Manager as part of this planning process. The Company's Representative may attend such planning meetings.
3. The Supplier may also propose an extension to an existing planned closure. The Company's Representative shall consider the proposal and where the benefits of the extension more than offset the increased customer disruption, shall authorise the Supplier to seek endorsement by the Access Manager. The Access Manager shall determine whether the request should be taken forward as a formal application and shall advise the Supplier accordingly. Where such application has been approved by the Company's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Company's Representative for approval. Where such application has been approved by the Company's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Company's Representative for approval.
4. The Supplier recognises the level of disruption and limitation of journey opportunities which result from closures and where the Supplier plans any change to the scope or type of works to be undertaken under an existing closure, shall seek the approval of the Company's Representative accordingly. The Supplier shall seek consent for the change from the Access Manager. The Supplier accepts that if the Access Manager or the Company's Representative considers that the changes in scope are such that the business benefit of the works to be carried out is no longer commensurate with the disruption caused, that the closure may be cancelled. For the avoidance of doubt where a closure is cancelled in these circumstances, the provisions of Clause 30 do not apply and the Supplier shall submit a revised Access Plan for acceptance by the Company's Representative.

10. PROTECTION

1. The Supplier shall consult and agree all protection arrangements (including provision of additional Specialist Protection resources) with the Company's Representative and the Access Manager. The Supplier shall seek formal approval for the agreed protection arrangements (including provision of agreed Specialist Protection resources) by submitting a Work Request.
2. The Supplier shall provide a minimum of 1 qualified Site Person in Charge (SPC) for each work party where relevant. The Supplier's SPC (who shall work on the track) shall hold a dual qualification enabling them to provide protection as well as work site supervision and shall work as part of the protection detail. If works are planned to take place during Engineering Hours, the SPC shall hold a dual qualification enabling them to provide protection during Engineering Hours, and shall be familiar with the area that they will be working in and safe routes to / from the worksite, as such there should be no need for additional protection staff to be employed (e.g. PWT-EH).
3. In the event of additional Specialist Protection staff being required, the Supplier shall advise the Company's Representative accordingly and the Supplier shall request the additional Specialist Protection resources from the Access Manager a minimum of 21 days before the Specialist Protection is required. The Supplier will seek the approval of the Company's Representative before the submission of such request. The Access Manager will review the protection arrangements and determine the number and qualifications of any Specialist Protection staff that may be required. This will be done in consultation with the Supplier and the Company's Representative. Any Specialist Protection will be arranged by the Access Manager and provided by the Company.
4. The cost of Specialist Protection staff will be charged back to the Supplier in the event of cancellation (or non-utilisation) on the following basis:
 - (a) Cancellations made 96 hours or more in advance of the activity start date – no charge will be levied by the Company;
 - (b) Cancellations made less than 96 hours before the job start date – the full cost will be charged to the Supplier.

The above durations are subject to the cancellation being made before 12:00hrs on a weekday (Monday to Friday inclusive). Where a cancellation notice is received after 12:00hrs, the 96 hour cancellation period will be calculated from 09:00hrs on the next weekday.

11. EQUIPMENT ROOMS

The Supplier shall arrange access to Switch, Relay, Machine and other Equipment Rooms by giving the Company's Representative a minimum of two days' notice of his intention to access these areas.

The Supplier shall ensure that the security of Switch, Relay, Machine and other Equipment Rooms are maintained and that all access doors are securely locked when the work in the room is completed. The Supplier is responsible for the safe working conditions within the Switch, Relay, Machine and other Equipment Rooms.

The Supplier Personnel shall not leave the Site in possession of an LUL key and are not permitted to have a duplicate of any of LUL's keys manufactured.

Appendix 1: Access Plan Template

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

Transport for London

London Underground Limited

<Programme>

<Project>

<UIP Code>

<Document Reference>

Access Plan

Lifecycle Stage

<lifecycle stage>

Prepared by		
Manager (LU Accountable Manager / LU Project Manager)	The Access Plan conforms to the template and the information is up to date, reflecting the current state of the project design and requirements for access.	
Name:	Signed:	Date:
Approved by		
LU Access Manager	I confirm that the Access Plan provides sufficient information to agree the access arrangements in principle and no further design details are needed at the current time.	
Name:	Signed:	Date:

Distributed to:

<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>

Document History

Revision	Date	Summary of changes

MAYOR OF LONDON

Transport for London



BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

[illegible]

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

7.0 SPECIALIST PROTECTION (if applicable)
Describe what specialist resources will be required & whether these will be provided by LU / Contractor or a Third Party
8.0 VEHICLES / PLANT / EQUIPMENT (if applicable)
Describe what Vehicles / Plant / Equipment will be required
Describe any access / planning requirements
9.0 ADDITIONAL INFORMATION
Add any other information which may be pertinent to the access requirements here
For details on completion timescales for processing Access Requests, talk to an Access Manager
A resource loaded schedule of work is to be attached when the form is submitted for final approval & processing

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

Appendix 2: Application to Work Form

Multi-Worksite Possession Team Application to Work Form					
Date of Application			Week No.		Equivalent Engineering hours shifts
Date of Possession			Week No.		
Responsible manager for work	Name				
	Organisation		Cost Centre		
	Contact number		E mail:		
Scope of work: Brief Description					
Chainage		Line(s) Affected	Times Req'd.	Limits	
Worksite Location					
Lines Affected Including EB – WB – IR – OR – NB – SB Limits 1 No. Form For Each Respective Worksite					
Is it Possible to Pass Engineering Trains through your worksite. Ensure all information is correctly entered.		Yes If Yes, how much notice req'd. to clear site		No If No, enter justification below	
Engineering Trains					
Are Engineering trains working in your worksite		Yes		If Yes, how many and which type:	
		No			
Road Rail Vehicles (RRVs)					
Are EHs Possessions required to Outstable RRVs prior to Closure		Yes		Are EHs Possession required to return RRVs following Closure	Yes
		No			No
Comments					
On Track Plant / machinery					
Are any On Track Plant / machinery Working in your worksite		Yes		If yes ensure you enter all information correctly in the respective boxes below	
		No			
Line(s) Affected		Access		Egress	
Resources					
Are any specific resources required for your worksite		Yes		If yes ensure you enter all information correctly in the respective boxes below	
		No			
Are all staff on site Track Accustomed certificated?		Yes		If no ensure, adequate time is allocated to clear line(s) of all non cert. staff to allow passage of Engineering train if applicable	
		No			
Anticipated No of staff in worksite					
Control measures for access to worksite					
Is station Access required		Yes	No		
Worksite Notification: Date Worksite Notification accessible for review.					

Appendix 3: Indicative Timescales for the Publication of Notices

T - 4 weeks							T - 3 weeks							T - 2 weeks							T - 1 week							Work due this week						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
				Closing date for draft ELAN						Draft ELAN published for requests comments																								

Notes
ELAN = Engineering Look Ahead Notice
EN = Engineering Notice
NEPA = Nightly Engineering Protection Arrangements

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

Appendix 4: Access Subcategories

Station works			
Access Type	Booking Description	Days	Work Type Description
General Access	General Access (non Track)	14	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (non Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive Access	Restrictive - Asbestos Premises	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	21	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	21	To define an area of a station subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Movement of Materials	21	For where access necessitates the movement of materials either through a station that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	21	For where access will result in particularly noisy works that may have an impact on other access users.
	Restrictive - Plant / Chemicals in a confined space	21	For where access introduces the use of plant and chemicals in a confined space. Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	21	For where access will introduce a cessation of power that may impact other access users (e.g. need for temporary supplies/portable lighting).
Exclusive Access	Exclusive – Asbestos Exclusion Zone	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

Track works			
Booking Description	Booking Description	Booking Description	Booking Description
General Access (Non Exclusive/ Non-Restrictive)	General Access (Track)	14	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive	Restrictive - Allied Track	56	To define an area of track used in conjunction with, or subject to impact from, another access booking e.g. unloading of materials from a train booked under an Exclusive Specified Area.
	Restrictive - Asbestos Premises	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	56	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	56	To define an area of the LU railway subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Motorised Trolley	56	For the operation of a motorised track trolley on the railway.
	Restrictive - Movement of Materials	56	For where access necessitates the movement of materials either on, over or adjacent to the LU railway that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	56	For where access will result in particularly noisy works that may have an impact on other access users.
	Restrictive - Out-stabled Trains	56	To define an area of the LU railway where a service train is stabled (normally in platforms/sidings). May restrict the type of works that can be performed adjacent to this location.

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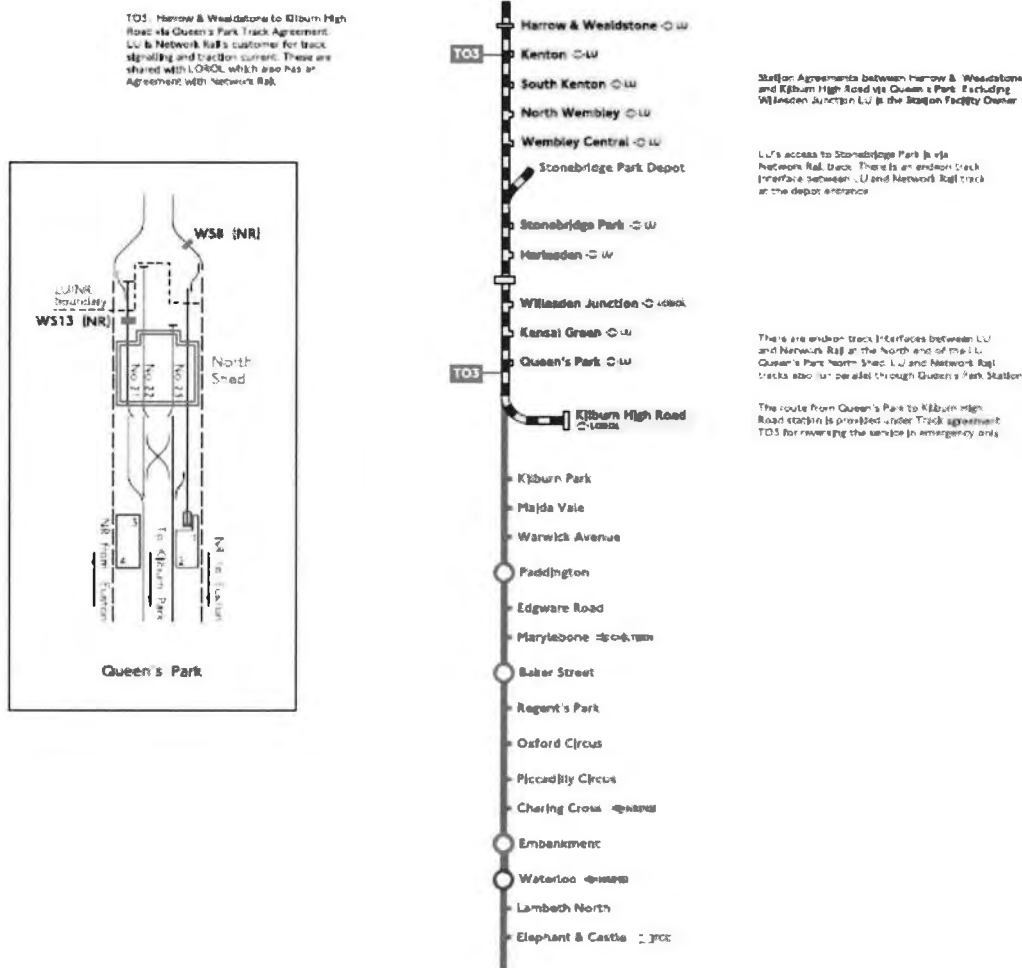
Track works			
Booking Description	Booking Description	Booking Description	Booking Description
	Restrictive - Plant / Chemicals in a confined space	56	For where access introduces the use of plant and chemicals in a confined space (e.g. platform invert). Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	56	For where access will introduce a cessation of power (e.g. tunnel lighting, supply points) that may impact other access users (e.g. need for temporary supplies/portable lighting).
	Restrictive - Protection Area	56	To define an area of track used as a protecting or 'buffer' zone. Used in conjunction with another Exclusive booking e.g. Specified Area, Possession.
	Restrictive - Sub Station Works	56	Primarily for the use of LU Power teams requiring access to sub stations supplying power to the LU traction current system.
	Restrictive - Wheels Free Zone	56	For works that require the running rails to be free of electrically conducting plant or equipment e.g. trolleys, trains etc. Usually used for works requiring isolation of the signalling circuits e.g. commissioning.
Exclusive	Exclusive	56	For works necessitating sole access of the LU railway, and not more appropriately catered for under other categories herein. Only used sparingly and for short durations due to its restrictive nature on other works.
	Exclusive - Asbestos Exclusion Zone	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
Exclusive	Exclusive - Current Rail Resistance Measurements	56	Primarily for the use of LU Power teams requiring controlled current measurements of the traction current delivery system.
	Exclusive - Engineers' Current Area	56	For the running of engineering vehicles on live traction current in accordance with the LUL Rule Book.
	Exclusive - Possession	56	For the exclusive control of access to a given area of the railway. Traction current may be on or off. May involve the use of engineering trains, RRVs etc. As defined in the LUL Rule Book

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

Track works			
Booking Description	Booking Description	Booking Description	Booking Description
	Exclusive - Running on current, moving according to signals	56	For the running of vehicles on live traction current obeying LU signalling systems (e.g. test trains). Often referred to as 'Cancelled Engineering Hours'. As defined in the LUL Rule Book.
	Exclusive - Specified Area	56	For the running of engineering machines e.g. trains, RRVs on the railway. As defined in the LUL Rule Book
	Exclusive - Traction Current Switching During Eng Hrs	56	For access that requires traction current to be switched on and off intermittently during the Engineering Hours shift. Primarily used in relation to power supply testing/commissioning etc.

Appendix 5: Network Rail Interface Locations

Bakerloo line



Richmond Depot Network Rail owned station with SFO may be other TOC's
TOS Track Agreement
 Location of Track Agreement

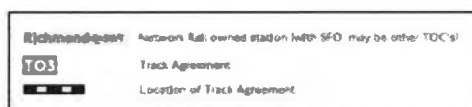
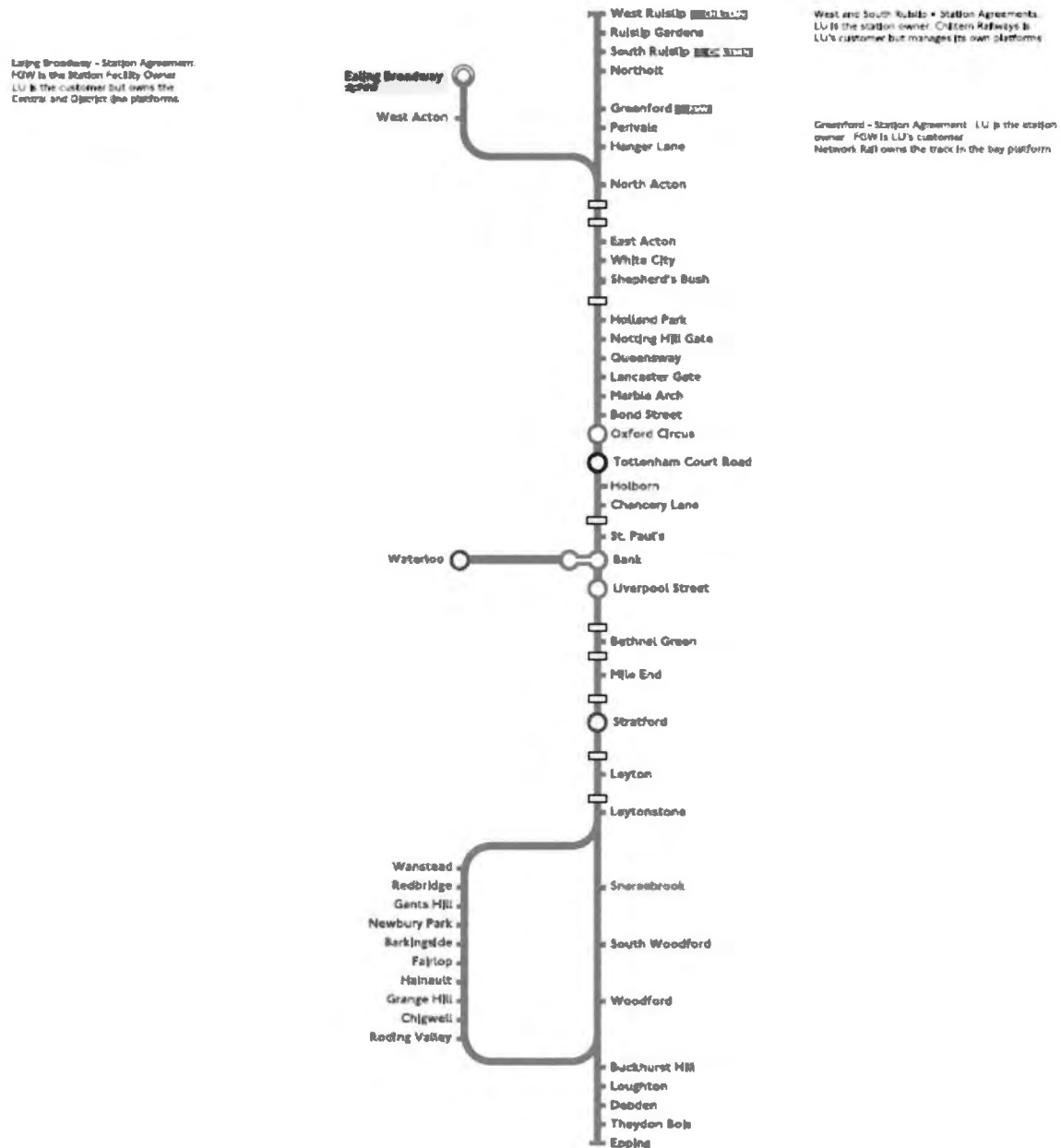
Created: 30 March 2013

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNW-B, SE-B and WN-B

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Central line

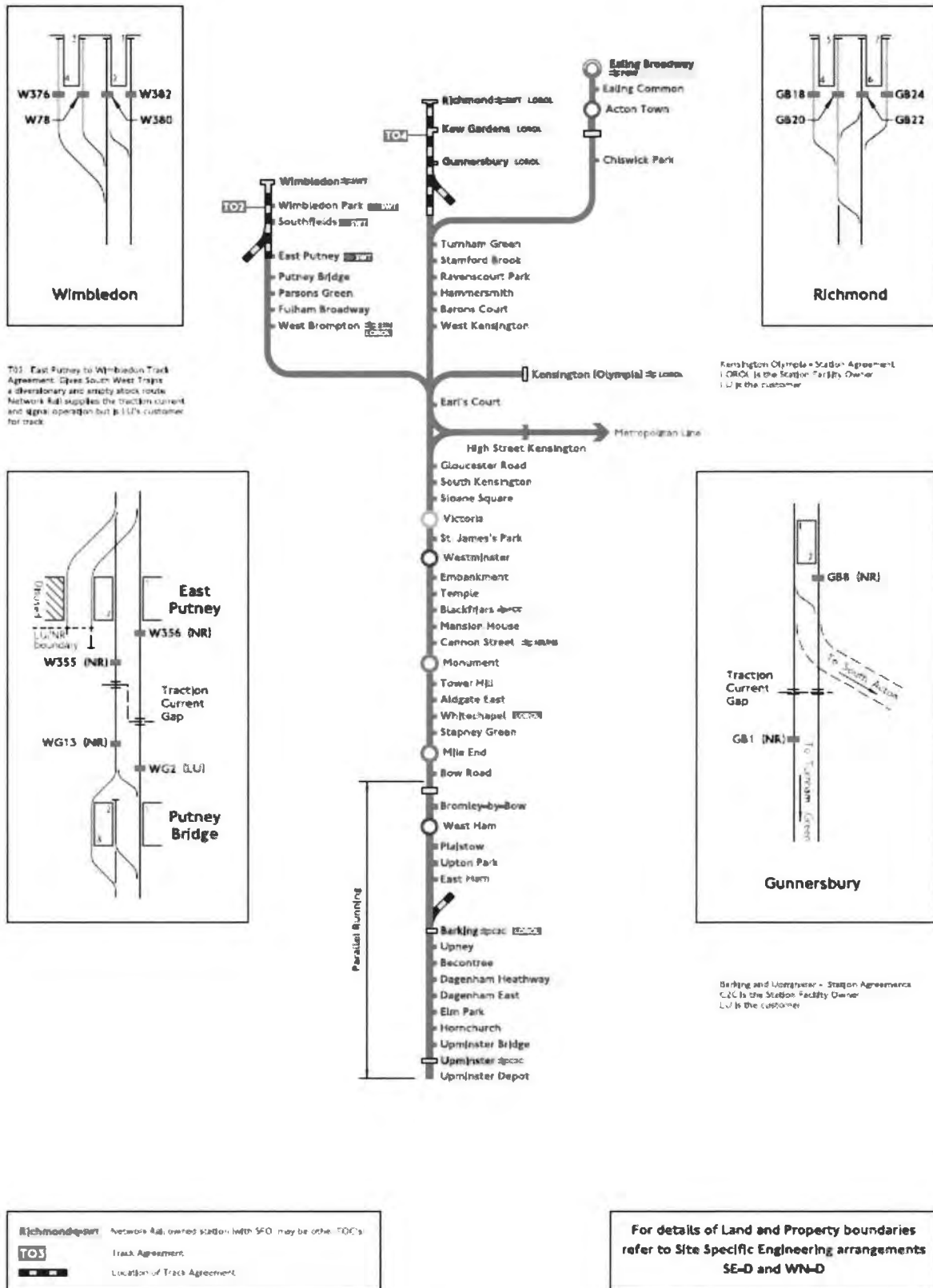


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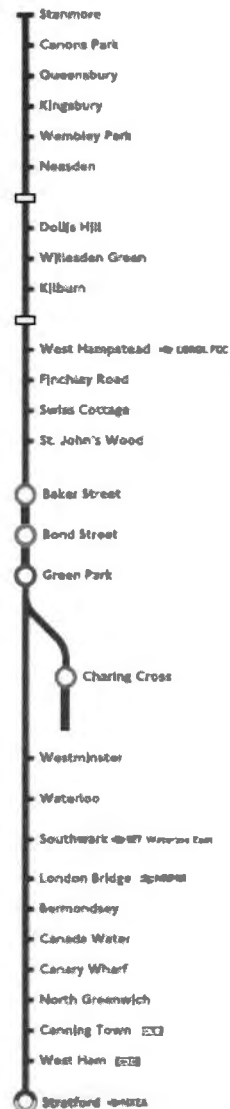
For details of Land and Property boundaries refer to Site Specific Engineering arrangements GW-C, ML-C and SE-C

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District line



Jubilee line



Canning Town - Station Agreement. LU is the Station Facility Owner. The Docklands Light Railway's access is covered by a lease but LU provides some station services.

West Ham - Station Agreement. LU is the station facility owner. CPC is the customer but manages its own platforms.

Stratford - Station Agreement. High level platforms and subways. NKEA are the Station Facility Owner. LU (Central line) is the customer, but staff Central line platforms.

Richmond Network Rail owned station with SFO may be other TOC's

TO3 Track Agreement

Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-J and LNW-J

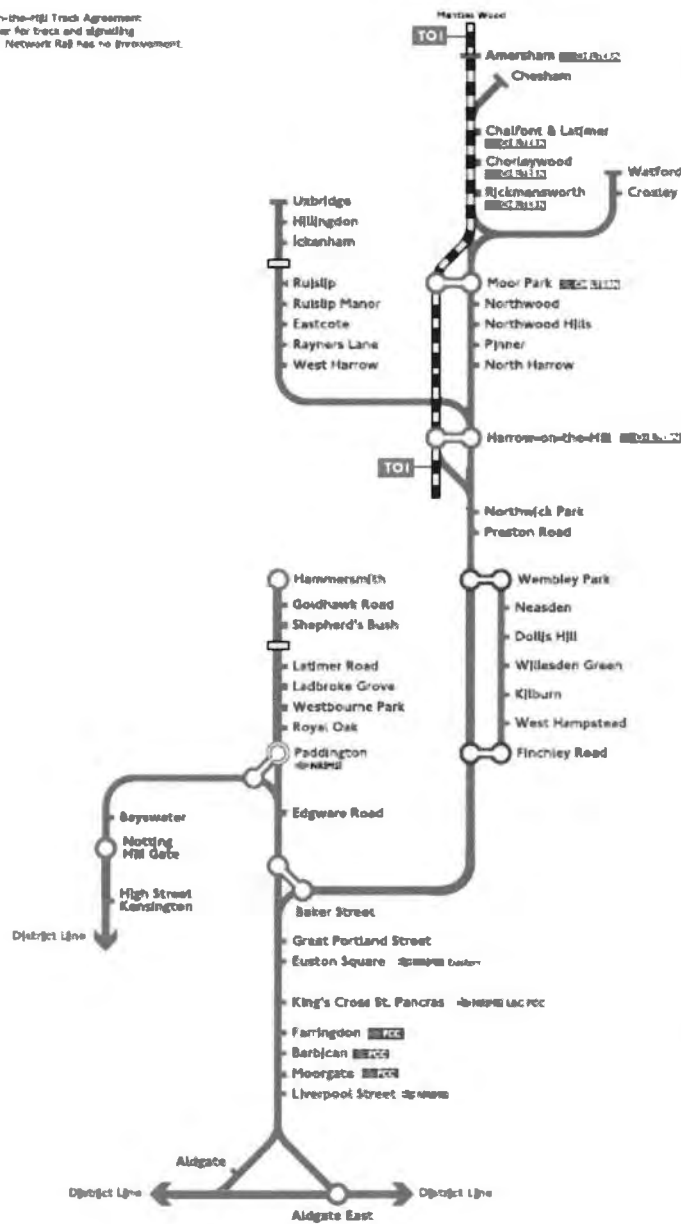
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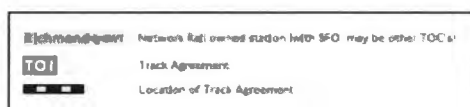
Metropolitan line

101 Marilee Wood - Maroon-on-the-Rail Track Agreement: CN Railways is LU's customer for track and signaling over the Metropolitan main line. Network Rail has no involvement.

Station Agreements between Amersham and Harrow-on-the-Hill LU is the station facility owner. Chiltern Railways is the customer. Chiltern uses Moor Park in emergencies only.



Parrington and Mooregate = Station Agreements
 LC is the Station Owner. FCC is the customer at Mooregate but manages its own platform.

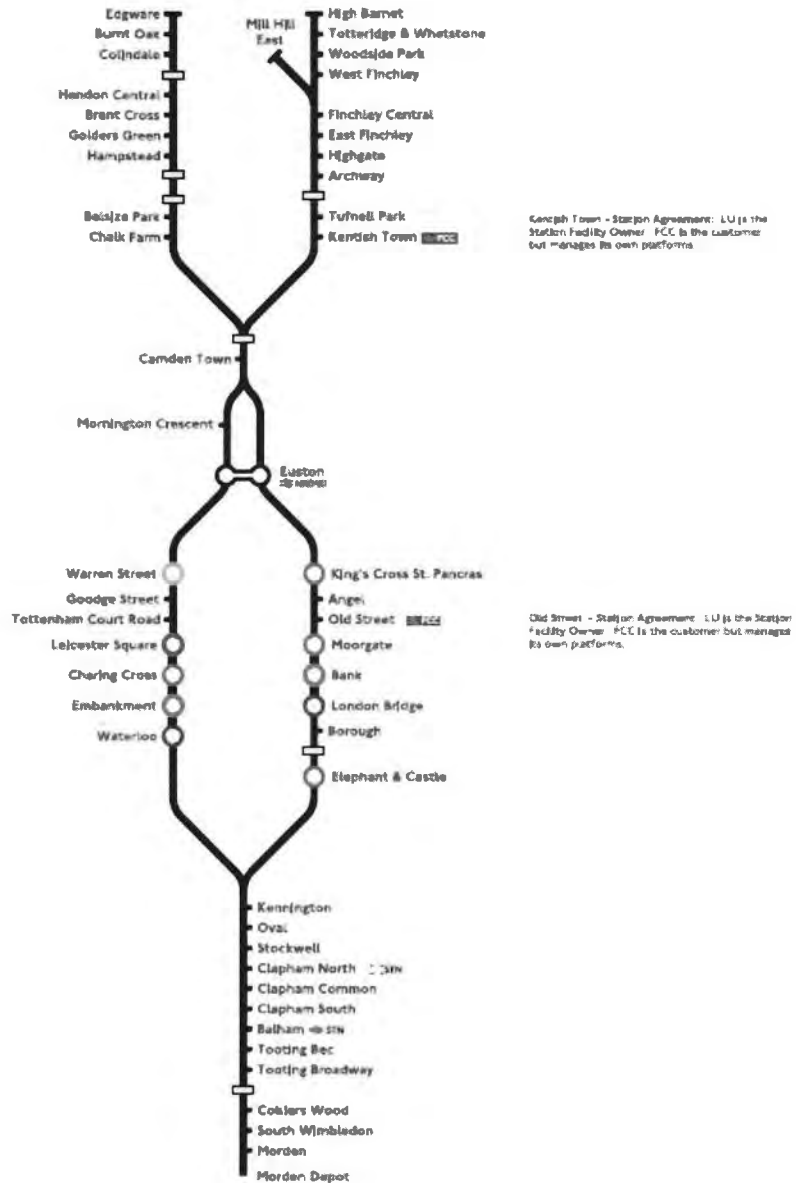


Created: 30 March 2011

For details of Land and Property boundaries refer to Site Specific Engineering arrangements
LNE-M, LNW-M, SE-M and WN-M

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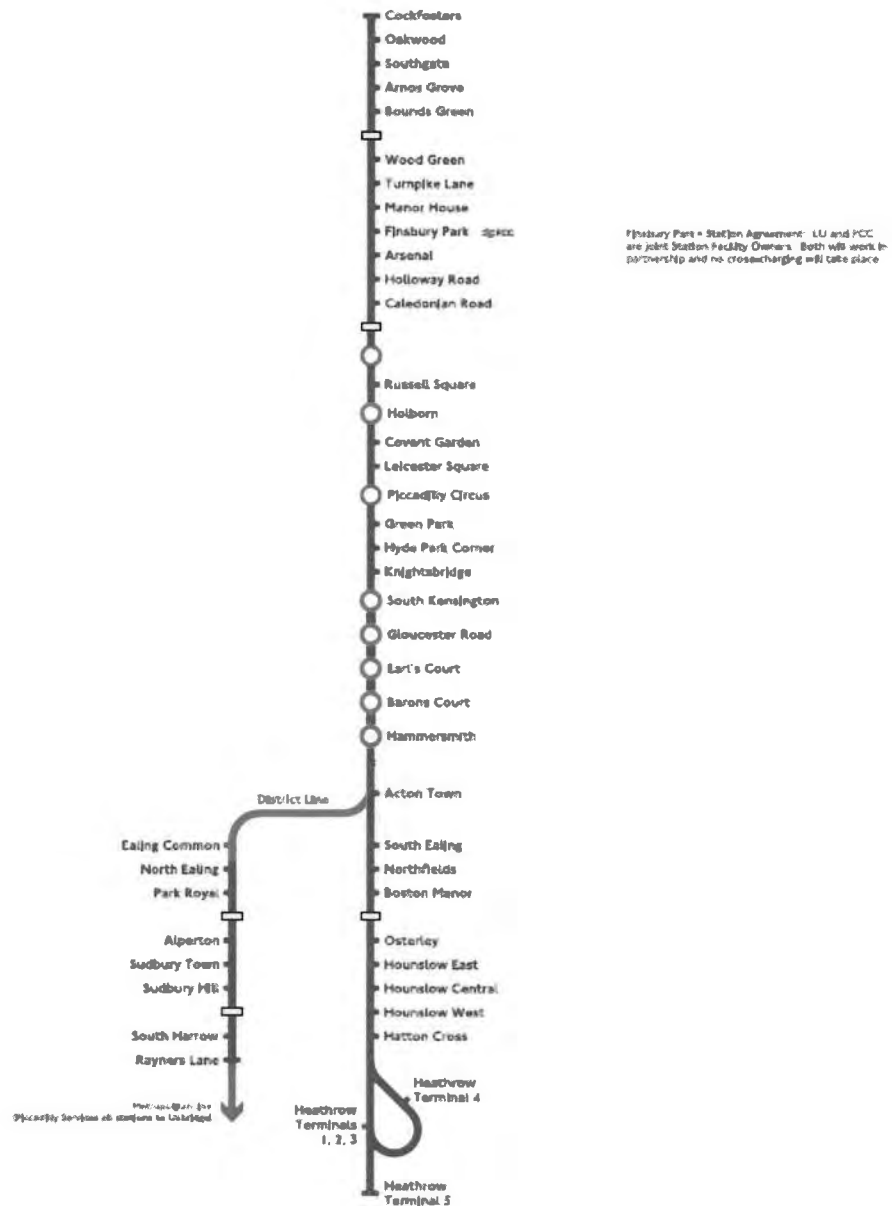
Northern line



Created 30 March 2017

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Piccadilly line



Richmond
TO3
Heathrow Rail, owned station with SFO may be other TOC's
Track Agreement
Location of Track Agreement

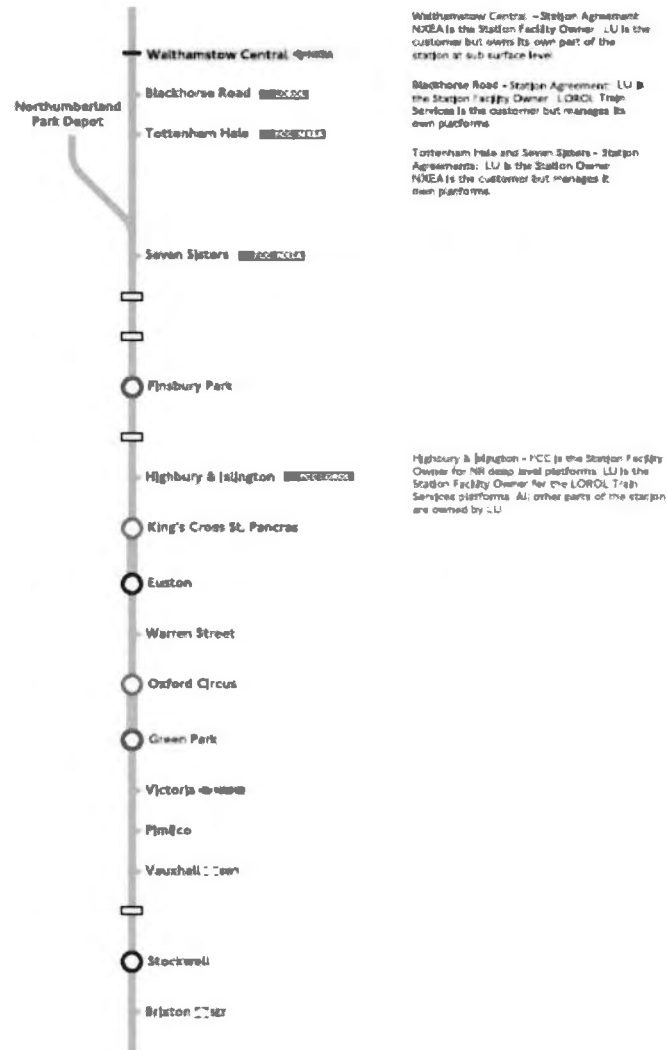
Created: 30 March 2017

For details of Land and Property boundaries
refer to Site Specific Engineering arrangements
LNE-P, LNW-P, SE-P and WN-P

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Victoria line



Richmond - Network Rail owned station with SFO may be other TOC's

TOA - Track Agreement

LOTA - Location of Track Agreement

Created: 30 March 2013

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-V, LNW-V and SE-V

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Appendix 6: Cancelled or Delayed/Curtailed Access Form

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

London Underground					
Frustrated Access (Cancelled / Delayed / Curtailed) Form					FAC-001 v1
Directorate:			Upgrade / Asset Group:		
Project / Work Title:			Project Id / Work Order / Job Ref:		
Line: _____			Unique Ref.: _____		
Access Affected: (tick one)			Cancelled: ☐		Delayed / Curtailed: ☐
Date: (shift start)			Day: ____/____/____		Night: (start) ____ - (end) ____/____/____
Access Authority Details: (must be valid)					
Booking Ref. (1): <table border="1" style="display: inline-table; width: 100px; height: 15px; vertical-align: middle;"></table>			PICER Ref. (copy required) : _____		
Booking Ref. (2): <table border="1" style="display: inline-table; width: 100px; height: 15px; vertical-align: middle;"></table>			Access Type: TRACK / STATION / OTHER (Circle as applicable)		
All details Mandatory					
Access Location (or Code):			Work Location or Code (+ SB/NB/EB/WB):		
Station Supervisor Name:			Track Current Sections Booked Out (ref required) :		
Work to be done (brief details)					
Time Booked on Station:		Time Booked on with TAC:		Call Back Time given by TAC:	
				TAC Ref. No:	
Planned Start time:		Actual Start time:		Planned finish time:	
				Actual finish time:	
				Total Shift or Time Lost:	
Reporters Details: (mandatory)					
Name:		Company		Contact No.	
				Email	
LU Accountable Manager Details:					
Name:		Directorate / delivery Group		Contact No.	
				Email	
Contractors / Sub-Contractors affected: (mandatory)					
Contractor		Ops in work Party (no.)		Contractor	
				Ops in work Party (no.)	
Cause of Lost Time / Shift (mandatory)					
Engineers Train		Train ref. no.		Was train published in ENLA?	
Y/N				If so, which no?	
		Reason for late running (if known)			
Passenger Train		Train ref. no.		Was Train published in Eng Notice?	
Y/N		Line		If so, which no?	
		Direction (circle one) SB / NB / EB / WB		Destination	
		Reason for late running (if known)			
Other Contractor		Name			
LU Supervisor		Name			
Late Book on TAC		Details			
Early call back TAC					
Other					
Signature of station supervisor				Was further investigation completed by DOE / DOME? Y / N	

This form must be faxed to XXXXX or emailed to XXXX

SCHEDULE 6: CONTRACT VARIATION PROCEDURE AND ADDITIONAL WORKS

Part A – Contract Variation Procedure

1. Without prejudice to paragraph 3 below, the cost of any Variation Order shall be agreed between the Parties taking account of the reasons why the Variation Order was required.
2. The Company may propose a variation by completing Appendix 1 (Form of Variation Proposal/ Order) of this Part A and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each Party by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "Variation Order") and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
3. For the avoidance of doubt, the Supplier shall carry out the variation in accordance with the Variation Order on the terms determined by the Company and such variation shall commence no later than five (5) Working Days (unless otherwise instructed by the Company) following receipt of the signed Variation Order by the Supplier. Where the terms are not agreed by the Supplier, or where the Supplier fails to provide Part B of the Variation Proposal to the Company within the timescales set out in paragraph 2 above, the variation shall be deemed to be agreed and the Supplier shall proceed, at the request of the Company, to implement the variation in accordance with the specified terms within five (5) Working Days (unless otherwise instructed by the Company) of receipt of the original Variation Proposal by the Supplier. Where such Variation Order is disputed by the Supplier, the Supplier may refer this to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure) but is required to implement the variation pending the outcome of the Dispute.
4. The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "Variation Order") and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
5. The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
6. In all Variation Proposals, the Supplier shall ensure that:
 - 6.1 the price indicated by the Supplier must be the full price and shall cover all costs associated with the variation;

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

- 6.2 if appropriate a range of prices is shown corresponding to the extent of the Services to be carried out;
- 6.3 the Variation Proposal details the effect, if any, on the Target Cost, reasonably incurred by the Supplier as a direct consequence of the Variation;
- 6.4 the Variation Proposal details the build-up to assessed effect (if any) on the Target Cost using a quantified Defined Cost estimate;
- 6.5 the Variation Proposal details the effect on the current Target Cost Breakdown and the Target Cost by submitting a new Target Cost Breakdown and new tables showing the proportion of Target Cost by Period and by Contract Year; and
- 6.6 the Variation Proposal includes such further information as may reasonably be required by the Company.
7. In an Emergency, both Parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
8. The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
9. All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2 (Payment).
10. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of this Contract, including but not limited to, the Specification and the Programme.
11. Strict adherence to the procedure described in this Schedule 6 Part A shall be a condition precedent to any addition to the Target Cost or amounts payable to the Supplier for the Services. If the Supplier does not adhere to each paragraph in this Schedule 6 Part A then the Supplier shall not be entitled to any addition to the Target Cost or amounts payable to the Supplier notwithstanding that the Supplier may have supplied additional or varied Services.

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

APPENDIX 1: FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:	From:

Contract Reference:

Variation Number:

Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)

Description of change:

Reason for changes and impact (if any) on Contract:

Variation Proposal Authorised by:

Proposal Date:

PART B (TO BE COMPLETED BY THE SUPPLIER)

Price Breakdown

Note: If a further breakdown is needed please append details as a separate sheet.

Expected Delivery Date:

Supplier's Representative:

Print Name:

Signature:

Date:

Completed document to be returned to the Company's Representative

PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)

Comment on Parts A and B:

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

Variation Authorisation

Company's Representative:

Print Name:

Signature:

Date:

Part B – Additional Works

)

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 1

Definitions

Additional Works means the provision, on a temporary and/or ad hoc basis, of any additional:

- (a) asset replacement or other remedial works or minor works; and/or
- (b) labour, in excess of any of the quantities set out in the Specification, to provide services which relate to the type and nature of the general scope of the Services but which are outside of the specific scope of the Services;

Additional Works Notice means a request for Additional Works from the Company that states on its face that it is an Additional Works Notice;

Additional Works Rates means the rates to be applied in respect of any request from the Company for Additional Works as contained in Schedule 2 (Payment);

Revised Additional Works Notice has the meaning given to it in paragraph 2.4 of Part 2 of this Schedule 6 Part B.

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 2

Additional Works

1. Additional Works Notice

- 1.1 Where Additional Works are required by the Company, the Company shall submit to the Supplier an Additional Works Notice.

2. Supplier Response and Company Confirmation

- 2.1 Within five (5) Working Days of receipt of the Additional Works Notice, the Supplier shall confirm in writing to the Company as relevant and in accordance with this Part 2:
- 2.1.1 the cost of performing the required Additional Works;
- 2.1.2 the time period for performing the Additional Works; and
- 2.1.3 when it is proposed the Additional Works are to be carried out.
- 2.2 The cost of implementing the required Additional Works shall be calculated by reference to paragraph 3 of this Part 2.
- 2.3 Other than the costs referred to in paragraph 2.2 of this Part 2 the Supplier shall make no charge to the Company for processing, implementing or managing Additional Works.
- 2.4 The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 2.1 of this Part 2 to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Works are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days (unless otherwise instructed by the Company), the Company shall have sole discretion to determine the terms and such terms shall be notified to the Supplier in a revised Additional Works Notice (the "Revised Additional Works Notice").
- 2.5 Where the Company accepts the information provided by the Supplier pursuant to paragraph 2.1 and following receipt of an instruction by the Company to proceed with the Additional Works, the Supplier shall then carry out the Additional Works in accordance with the agreed Additional Works Notice or Revised Additional Works Notice (as applicable).
- 2.6 Notwithstanding the right of the Supplier to refer a Dispute in relation to an Additional Works Notice to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure), in the event of a Dispute, the Supplier is required to implement the Additional Works pending the outcome of the Dispute.

3. Pricing of Additional Works

For the purposes of paragraph 2.2 of this Part 2, the cost of implementing any Additional Works shall be calculated in accordance with the calculation set out in Schedule 2 (Payment) and on the basis that:

- 3.1 wherever practicable the Supplier shall procure that such works are carried out by existing on-site and suitably qualified Supplier Personnel and no labour element shall be charged to the Company in respect of such works. Where such Additional Works are not carried out by existing on-site and suitably qualified Supplier Personnel, the cost of the labour element shall be calculated in accordance with the Additional Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable;
- 3.2 subject to paragraph 3.3, the materials element shall be charged at the cost of materials to the Supplier or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto; and
- 3.3 an uplift of [REDACTED] shall be payable by the Company to the Supplier in respect of the Additional Works.

4. Implementation

- 4.1 The Supplier shall perform the required Additional Works so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 2.1 of this Part 2 (or agreed by the parties pursuant to paragraph 2.4 of this Part 2).
- 4.2 The Supplier shall notify the Company when it believes the Additional Works have been completed.
- 4.3 Where the Supplier has either:
 - 4.3.1 failed to provide a response pursuant to paragraph 2.1 of this Part 2; or
 - 4.3.2 failed to fully implement the Additional Works within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 4.1 of this Part 2 as being the date on which the Additional Works should have been implemented,

then the Company shall be entitled to exercise its rights pursuant to Schedule 12 (Performance Measurement).

5. Payment

- 5.1 Where the Additional Works have been performed to the satisfaction of the Company acting reasonably the Supplier shall include the costs of the relevant Additional Works in its next following Payment Application submitted pursuant to Clause 18.1 following completion of the relevant Additional Works.

- 5.2 All amounts payable in respect of Additional Works shall be invoiced and paid in accordance with the procedure described in Clause 18 of this Contract.

6. Documentation and Monitoring

- 6.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Works unless otherwise agreed between the parties.
- 6.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Works, save for the encompassing of the subject matter of the Additional Works within the Specification.
- 6.3 The Supplier shall keep a record of all Additional Works processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

7. Disputes

Any Dispute may be referred by either party for resolution pursuant to Schedule 14 (Dispute Resolution Procedure), but the Supplier shall, nevertheless, be required to perform the Additional Works within the prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Works.

8. Applicability of the Contract

In providing the Additional Works, the Supplier shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Supplier in respect of the provision of the Services shall apply equally to the provision of the Additional Works.

SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

PART A: HEALTH & SAFETY

1. Summary
2. Not Used
3. LUL Health & Safety (QUENSH)

PART B: QUALITY

PART C: ENVIRONMENTAL REQUIREMENTS

SCHEDULE 7 PART A: HEALTH & SAFETY

1. SUMMARY

1.1 POLICY

At all times the Supplier shall have and shall maintain an appropriate health and safety policy ("Health & Safety Policy") which outlines a commitment to the prevention of injury, ill health and continual improvement by establishing, implementing and maintaining a programme for achieving its objectives which includes:

- Designation of responsibility and authority for achieving objectives at relevant functions and levels
- The means and time-frame by which the objectives are to be achieved
- The objectives shall include commitments to the prevention of injury and ill health, compliance with applicable legal requirements and with other requirements to which the organization subscribes, and to continual improvement

The Supplier shall demonstrate commitment by ensuring the availability of resources essential to establish, implement, maintain and improve occupational health and safety.

1.2 ORGANISATION

1.2.1 Control

The Supplier shall define roles and allocate responsibilities and accountabilities to facilitate effective health and safety management and shall ensure that persons in the workplace take responsibility and are accountable for the aspects of occupational safety and health over which they have control.

1.2.2 Competency and Training

The Supplier shall ensure that any persons under its control are competent on the basis of appropriate education, training or experience. It shall provide training or take other action to meet these needs, evaluate the effectiveness of the training or action taken, and retain associated records.

The Supplier shall designate sufficient competent staff, subject to the approval of the Company's Representative or designated deputy, to support the Supplier to assist him them in undertaking the measures they need to take to comply with the requirements and prohibitions imposed upon them by or under the relevant statutory provisions as detailed in the Management of Health and Safety at Work Regulations 1999 regulation 7 or any subsequent amendments.

As a guide, the level of competency can be assumed to be a higher (Diploma level) qualification accredited by the Qualifications and Curriculum Authority or the Scottish Qualifications Authority.

1.2.3 Communication and Consultation

The Supplier shall establish, implement and maintain procedures for effective communication both internally and with other suppliers, visitors and interested parties.

The Supplier shall establish, implement and maintain a procedure for the participation of workers in respect of hazard identification, incident investigation and development and review of health and safety policies and objectives.

The Supplier shall consult and ensure workers are represented on occupational health and safety matters. Workers shall be informed about their participation arrangements, including who is their representative.

1.3 ARRANGEMENTS FOR ASSESSING AND MANAGING RISK

1.3.1 The Supplier shall issue health and safety procedures and associated documentation, the format and content of all documentation and procedures being subject to approval of the Company.

1.3.2 The Supplier shall establish, implement and maintain a procedure for the ongoing hazard identification, risk assessment, and determination of necessary controls. The Supplier's methodology for hazard identification and risk assessment shall be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive and provide for the identification, prioritization and documentation of risks and the application of controls. They shall be:

- When determining controls, the Principles of Prevention (detailed in the Management of Health and Safety at Work Regulations 1999, regulation 4) should be applied
- The contractor shall document the significant risks and display the assessment and method statement at point of works.
- The Supplier shall keep the results of hazard identification, risk assessments and control measures up-to-date

1.3.3 The Supplier personnel and any sub-contracted personnel shall hold a current and approved health and safety certification (for example an approved industry certification such as the CSCS card) in order to undertake works on any part of the TfL Network and Sites. The Supplier shall appoint a person with overall responsibility for managing health and safety when undertaking operational maintenance activities and other associated property works including verification and certification works and the operation of a permit to work system.

1.4 MONITORING AND REVIEW

The Supplier shall review their safety management system at regular and planned intervals, and adjusted as necessary, to ensure that the objectives set in the Supplier's Health & Safety Policy are achieved.

1.4.1 The Supplier shall develop implement and maintain monitoring and measuring processes including but not limited to:

- Independent auditing
- Workplace inspections
- Regular meetings and communications at all levels
- Feedback to staff regarding health and safety concerns

1.4.2 Incident Investigation

The Supplier shall establish, implement and maintain a procedure to record, investigate and analyse safety incidents in order to:

- Determine the root cause of the incident (management failings) and the subsequent underlying occupational health and safety deficiencies/other factors that contributed to the incident
- Identify the need for corrective and preventative action and opportunities for continual improvement
- All incidents occurring on TfL premises are to be reported to the Company using the TfL Accident and Incident Reporting Systems
- In respect of serious incidents which have (or could have) resulted in significant injury or property damage and those incidents where enforcement authorities are involved or have been informed, the Supplier shall ensure that procedures exist to ensure that TfL are informed immediately
- The results of incident investigations shall be documented and maintained and reported to TfL at least quarterly
- The Supplier will fully cooperate and liaise with the Company's Representative and any other parties regarding investigation into incidents in compliance with the Company's requirements.

1.4.3 The Company reserves the right to stop any works, operations or actions of the Supplier's personnel or sub-contractors, if in the opinion of the Company or his representative, the manner in which these are being undertaken constitutes a risk to the safety and or health of persons or damage to property.

1.4.4 When establishing and reviewing its objectives, the Supplier shall consider its technological options, its financial, operational and business requirements, and the views of relevant interested parties.

1.5 AUDIT

- 1.5.1 The Supplier shall ensure that all processes in respect of safety and health are in place during the life of the contract are documented and made available for inspection and/or audit by the Company or its representatives at all times.
- 1.5.2 The Company shall have the right to conduct or commission an audit of the Suppliers' health, safety, quality, and environmental management system and activities at any time.

SCHEDULE 7 PART A: HEALTH AND SAFETY

2. NOT USED

SCHEDULE 7 PART A: HEALTH AND SAFETY

3. LUL HEALTH & SAFETY (QUENSH)

SCHEDULE 7 PART A: HEALTH AND SAFETY

3. LUL HEALTH & SAFETY (QUENSH)



F0780 Contract Menu

This Contract Menu must be used in
conjunction with Category 1 Standard S1552
"Contract QUENSH Conditions"

Fire Systems

Issue No.: A17

Issue date:

Review

August 2015

date:

August 2020

MAYOR OF LONDON

Contract Menu

Contract No: _____

Contract Name _____

Client: _____

Supplier: _____

Principal Contractor: Yes ☐ No ☐

Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

1. The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
2. The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - (1) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - (2) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - (3) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - (4) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.



Contract menu

Requirements in QUENSH

Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		Y		
6	Identification of Safety Critical Activities		N		
7	Works Environmental Management		Y		
8	Emergency Plan		Y		
9	Method Statements		Y		
10	Health, Safety and Environment File		Y		
11	Pre-start LU health, safety and environment meeting		Y		
12	Supplier's site induction		Y		
13	Site Person in Charge		Y		
14	Staff requirements		Y		
14.1	Behaviours		Y		
14.1.1	Alcohol and drugs		Y		
14.1.2	Control of hours worked		Y		
14.2	Knowledge		Y		
14.2.1	English language		Y		
14.2.2	Access Card and Worksite Briefing		Y		
14.2.3	Visitors to sites		Y		
14.3	General competence		Y		
14.3.1	Evidencing competence of safety critical staff		Y		
14.3.2	Identification of safety critical staff		Y		
14.3.3	Competent external safety critical personnel		Y		
14.3.4	Training		Y		
14.3.5	Asset specific competence		Y		
14.4	Medical requirements		N		



Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
14.5	Identification of Suppliers staff		N		
14.6	Clothing		Y		
15	Permits and licences		Y		
15.1	LU specific permits and licences		Y		
15.2	Permits, licences and certificates for Supplier's staff		Y		
16	The Principles of Access		Y		
16.1	Introduction		Y		
16.2	Access to Stations		Y		
16.3	Access to Track		Y		
16.4	Access to depots		Y		
17	Applying for Planned Access		Y		
17.1	Introduction		N		
18	Applying for General Access		Y		
18.1	Constraints that apply to Generic Access		Y		
19	Access for fault repair		Y		
20	Operational Assurance		Y		
21	Closures and possessions		N		
21.1	Requirements for closures		N		
21.2	Requirements for possessions		N		
22	Controls at point of access		N		
22.1	Publication of works		N		
22.2	Checks at point of access		N		
22.3	Signing-on with the Station Supervisor		Y		
22.4	Track specific requirements		N		
22.4.1	Person providing protection		N		
22.4.2	Possessions		N		
23	Removal of supplier's personnel from LU Premises		N		
24	Incidents		Y		
25	Notification of regulatory concern or action		N		
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y		



Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
27	Monitoring		Y		
27.1	LU inspections		Y		
27.2	Monitoring the supply chain		Y		
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y		
27.4	Work location inspection and audit		Y		
27.5	Timescales for rectifying non-compliances		Y		
28	Radio transmitters and transceivers		Y		
29	Mobile phones		Y		
30	Knives		Y		
31	Site health, safety and environment committee		N		
32	Site housekeeping and security		Y		
33	Accidental damage, obstruction or interference with assets		Y		
34	Delivery of materials		Y		
35	Conveyance of loads		N		
35.1	Conveyance of loads on lifts and escalators		N		
35.2	Conveyance of hazardous materials and substances		N		
36	Asbestos (non asbestos removal projects)		Y		
37	Working in or near lifts and escalators		Y		
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y		
39	Working on or about the track		N		
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y		
41	Entering areas with gaseous fire suppression systems		Y		
42	Fire prevention		Y		
42.1	General requirements		Y		
42.2	Temporary fire points		N		
42.3	Timber		N		
42.4	Composites		N		



Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
42.5	Sheeting materials		N		
42.6	Gas cylinders		Y		
42.6.1	Use of gas cylinders in below ground locations		Y		
42.6.2	Storage of gas cylinders (above ground)		Y		
42.7	Flammable and highly flammable materials		Y		
42.7.1	Use of flammable and highly flammable materials below ground		Y		
42.7.2	Storage of flammable and highly flammable materials below ground		Y		
43	Hot work and fire hazards		Y		
43.1	Hot work		Y		
43.2	Reasonable notice of works		Y		
43.3	Precautions		Y		
43.3.1	Buildings and assets		Y		
43.3.2	Gas cylinders		Y		
43.3.3	Gas detection		Y		
44	Storage		Y		
44.1	General requirements for storage		Y		
44.2	Trackside storage		N		
44.3	Hazardous materials and substances		Y		
44.4	Allocation of space on operational property		N		
45	Plant and equipment		N		
46	Clearance approvals		N		
47	Access equipment		Y		
48	Temporary works		N		
49	Temporary fences and hoardings		N		
50	Temporary lighting and power supplies		N		
50.1	General requirements		N		
50.2	Lighting in tunnels and shafts		N		
51	Screening of lights and positioning		N		
52	Environmental requirements	See SEPARATE Environmental	Y		

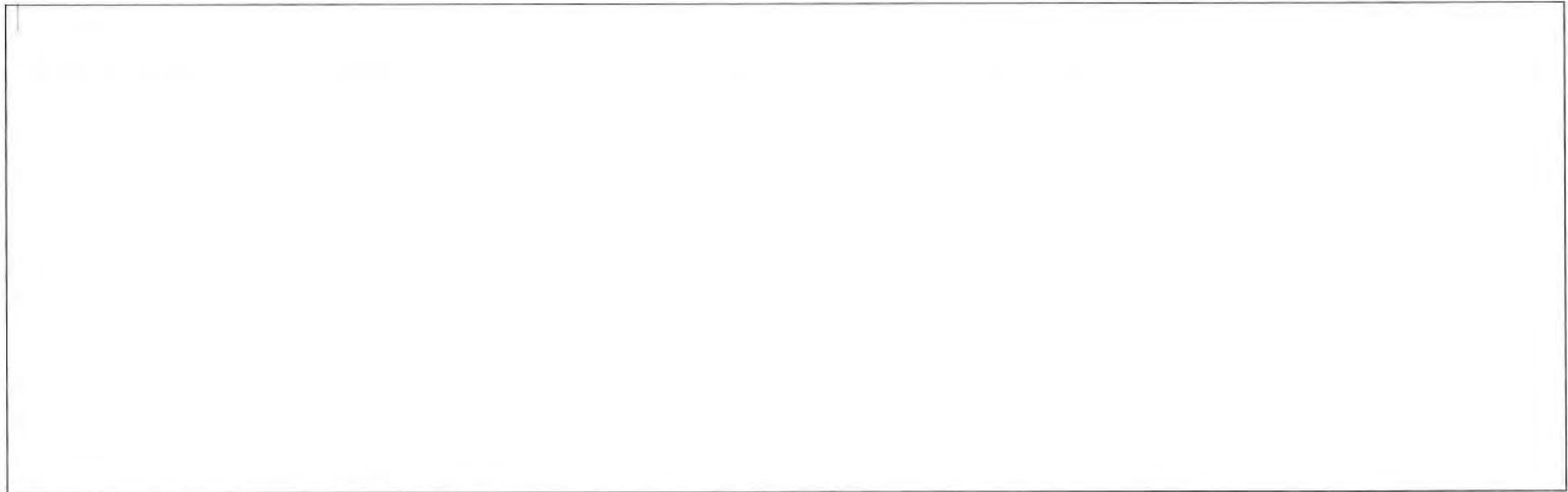


Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments Requirements	Y / N	Agreed? Y / N	Reference to explanation
52.1	General environmental requirements		N		
52.2	Environmental nuisance		N		
52.3	Water		N		
52.4	Waste management		N		
52.5	Noise and vibration		N		
52.6	Archaeology, historical interest and listed buildings		N		
52.7	Wildlife and Habitats		N		
52.8	Resource Use		N		
52.9	Pest control		N		
52.10	Land and water pollution prevention		N		
53	Quality requirements	See SEPARATE Quality Requirements	Y		
53.1	Records		N		
53.2	Retention period		N		
53.3	Availability of records for inspection		N		
53.4	Statistical process control, audit and inspection procedures		N		
53.5	General quality requirements		N		
53.6	Quality Plan		N		
53.7	Testing and inspection		N		
53.8	Certification of conformity		N		
53.9	Quarantine		N		
53.10	Traceability		N		
53.11	Maintenance and servicing		N		
53.12	Design		N		
53.13	Computer aided design		N		
53.14	Asset commissioning and handover		N		

Other requirements / comments



Title: Contract Menu
Number: F0780
Issue no: A17
Issue date: August 2015





Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: _____ Signature: _____

Approved by
(the Client's
representative): _____ Signature: _____

Title: _____

Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Supplier Menu (Tender)

Approved by
(the Supplier's): _____ Signature: _____

Title: _____

Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's
representative
approval: _____ Signature: _____

Supplier's
representative
acceptance: _____ Signature: _____

SCHEDULE 7 PART B: QUALITY

1. Records

1.1 The Supplier shall maintain such records that are specified by the Company, or required under legislation, and this shall include (as a minimum):

- 1.1.1 details of any non-compliance against any Standard;
- 1.1.2 records of audits and site inspections;
- 1.1.3 records of the qualifications, competence and training of staff;
- 1.1.4 quality assurance inspections conducted (including the identity of the inspector concerned);
- 1.1.5 equipment test calibration and verification checks conducted (including the identity of the inspector or tester concerned);
- 1.1.6 process and manufacturing data relating to the Contract, including an audit trail for material or component identity, source and status; any process, inspection or test activity so directed by special instructions or any contract quality plan invoked by the Contract (including those set out in paragraph 6.1 of this Schedule 7 Part B (Quality));
- 1.1.7 non-conforming service or product records;
- 1.1.8 records of all related incoming and outgoing certificates of conformity and associated release documentation;
- 1.1.9 records of tender and contract reviews; and
- 1.1.10 the Supplier's policy with regard to quality.

2. Retention Period

Records shall be retained by the Supplier for a minimum of twelve years unless otherwise specified by the Company, or for any longer period as required by Applicable Laws.

3. Availability of Records for Inspection

The Supplier shall make all such records available to the Company within three (3) Working Days of any request by the Company.

4. Statistical Process Control, Audit and Inspection Procedures

Where, for quality management purposes, statistical process control procedures, audit or inspection procedures are adopted, full details of the proposed procedures used by the Supplier are to be submitted to the Company for approval prior to implementation.

5. General Quality Requirements

5.1 The Supplier shall:

- 5.1.1 appoint member(s) of its management team who, irrespective of other responsibilities, have defined authority which includes:
 - 5.1.2.1 ensuring that a quality management system is implemented and maintained;
 - 5.1.2.2 reporting to senior management on the performance of the quality management system, including any areas for improvement;
 - 5.1.2.3 ensuring awareness of customer requirements throughout the Supplier; and
 - 5.1.2.4 liaison with customers on matters relating to the Supplier's management system that result from auditing or non conformances;
- 5.1.2 ensure that during internal processing and final delivery of a product or Service to the intended destination, that the identification, packaging, storage, preservation and handling do not affect conformity with that product or Service requirements;
- 5.1.3 not proceed past "hold points" until all the specified activities have been satisfactorily completed and the related documentation is available to and authorised by the Company;
- 5.1.4 following receipt of a rejection, take immediate action to inspect all stocks and work in order to assess risk and loss and advise the Company of the findings;
- 5.1.5 take preventative action to avoid a recurrence of the non-conformities;
- 5.1.6 immediately inform the Company when the Supplier has reason to suspect non-conformities with previously supplied products or Services;
- 5.1.7 be responsible for ascertaining the cause of and responsibility for non-conformance, and for taking suitable corrective action to prevent reoccurrence;
- 5.1.8 document all corrective actions undertaken by the Supplier;
- 5.1.9 ensure that its supply chain work to correct practices, including accepted documentation defining the techniques to be used, workmanship criteria, safety of others (including the public), health precautions, plant and equipment to be used and training and licensing requirements;

- 5.1.10 ensure that the works comply with any manufacturer's recommendations, instructions and guidelines, unless otherwise directed by the Company;
- 5.1.11 operate and maintain all plant, equipment and processes in accordance with the relevant manufacturer's or supplier's specification or procedures, unless otherwise directed by the Company;
- 5.1.12 take all necessary steps to identify, recall, re-inspect and replace any equipment or parts which have been inspected using inspection, measuring or test equipment whose calibration is found to be defective or unknown;
- 5.1.13 store and protect inspection, measuring and test equipment and materials to prevent misuse, damage and deterioration;
- 5.1.14 ensure that all equipment bears an identification of its calibration or maintenance status, in a manner that clearly indicates it is within the calibration or maintenance period; and
- 5.1.15 deliver all Services, technical and non-technical, in accordance with the Specification and relevant ISO standards.

6. Quality Plan

6.1 The Supplier shall:

- 6.1.1 provide a recognised Quality Management Plan (as required pursuant to Schedule 21 (Contract Management)) and Quality Assurance and Management System applicable to the compliant delivery of the Services, certified to the BS EN ISO 9001 2015 standard, or equivalent, by a United Kingdom Accreditation Service ("UKAS") (or equivalent accredited certification body);
- 6.1.2 have in place a Quality Management Policy to the standard of BS EN ISO 9001, or equivalent; ensure the Quality Management Plan and Quality Assurance and Management System applied to this Contract shall be annually and independently audited and verified by a UKAS accredited body. This applies equally to environmental management, health and safety, and any other which may be included in the Contract or which may be introduced at any time;
- 6.1.3 oversee all activities and tasks needed to maintain optimisation and delivery of the Services. This includes creating and implementing quality planning and assurance, as well as quality control and quality improvement. The Supplier shall ensure that the Quality Management Plan demonstrates the Supplier's process control system as required for the Contract. It shall include the practice and fundamental principles of Total Quality Management ("TQM") including: plan, do, check act;
- 6.1.4 ensure the Quality Management Plan shall be operated by the Supplier throughout the duration of the Contract and the Supplier shall maintain and periodically revise the Quality Management Plan as required (and in accordance with Schedule 21 (Contract Management)) and provide it in its amended form to the Company each time it is amended; and

6.1.5 have in place a robust audit regime to ensure optimisation of quality and standards of the delivery of the Services.

6.2 The format of the Quality Management Plan shall be determined by the Company and should be developed in accordance with BS ISO 10005:2005 (Guidance on Quality Plans).

7. Testing and Inspection

7.1 When required by the Company, the Supplier shall:

- 7.1.1 demonstrate to the Company's satisfaction that acceptance sampling techniques are utilised and such sampling shall meet the requirements of BS 6001- 1:1999/ISO2858: 1999; BS6001-2:1993/ISO2859:1985; BS6001-3: 2005 and BS6001-4:2005/ISO2859-5: 2005 "Sampling procedure for inspection by attributes";
- 7.1.2 identify which sampling plan the Supplier intends to apply to the Contract and forward it to the Company for approval;
- 7.1.3 reference the sampling once it has been approved in all relevant Quality Management Plans submitted to the Company;
- 7.1.4 be prepared to revert to 100% inspection in such cases where the failure rate exceeds the level of acceptance identified within the sampling plan;
- 7.1.5 prepare for the approval of the Company an inspection and test plan which shall include such hold points agreed with the Company; and
- 7.1.6 maintain sampling inspection records in accordance with the Company's requirements.

8. Certification of Conformity

8.1 The Supplier shall:

- 8.1.1 provide (for the Company) certificates of conformity for the Services and products that include:
 - a) the Supplier's name and location address;
 - b) the Supplier's full company name and manufacturing address, if different to the above;
 - c) the Company's supplier rating system number;
 - d) the unique certificate reference number and date of certificate;
 - e) details of valid third party approvals applicable to the Services provided and the establishment providing the Services to the Company;
 - f) the Company's contract reference and, if applicable, quality plan number;

- g) a full description and quantity of supplies, including specification, drawing number and issue numbers and British, EC or relevant standards applicable;
- h) identification marks and serial numbers as appropriate;
- i) details of authorised non conformities, Company concession or production permit references and a full statement of authorised deviations, operations or processes not conducted; and
- j) for all materials (raw or finished):
 - i. cast and/or batch number(s);
 - ii. test report reference and, if called for, copies of test results and additionally for metallic materials;
 - iii. the condition of the material despatched;
 - iv. recommended heat treatment if the material is being delivered not in a final use condition;
 - v. chemical analysis and/or mechanical testing certificates;
 - vi. inspection stamp and/or authorising signature;
 - vii. details of packaging and transportation where appropriate;
 - viii. country of origin (EC requirement);

8.1.2 ensure that all certificates include one of the following statements of conformity signed by an authorised signatory, on behalf of the Supplier:

- (a) for supplies from a manufacturer, the format shall be "Certified that the whole of the supplies detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract";
- (b) for supplies from an agent, stockist or distributor (i.e. where the Supplier is not the manufacturer) the format shall be "Certified that the whole of the supplies detailed hereon have been inspected and tested and (unless otherwise stated) conform in all respects with the requirements of the Contract"; and
- (c) for services the format shall be "Certified that the services detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract";

8.1.3 provide a copy of the Supplier's authorised signatory list, showing as a minimum, name, job title, signature, designated authority level at the Commencement Date;

8.1.4 ensure that any certification from Sub-Contractors for parts or Services related to the Contract accompanies the Supplier's certificate of conformity;

- 8.1.5 agree with the Company a certificate of conformance for use where projects or part projects are handed over;
- 8.1.6 include in the certificate of conformance a "Statement of Design Performance" where design work is provided; and
- 8.1.7 provide statutory test certificates, where applicable.

9. Quarantine

The Supplier shall provide secure quarantine storage for the storage of materials and products that are the subject of investigation regarding their conformance or non-conformance.

10. Traceability

The Supplier shall ensure that all the materials to be incorporated into the Services or works delivered to the Sites are controlled at installation and are able to be traced to the manufacturer, unless indicated otherwise by the Company.

11. Maintenance and Servicing

The Supplier shall provide the Company with written details of how its arrangements for maintenance and servicing will ensure the reliability, maintainability, durability and serviceability of the assets.

12. Design

- 12.1 In respect of LUL only, no person shall change the design of any engineering or training system for the installation, operation and maintenance of infrastructure equipment without complying with LU Standard 1-538 (Assurance).
- 12.2 The Supplier shall:
 - 12.2.1 operate a change control system so that the appropriate issue of drawings, technical specifications, training material and current deviations and concessions, including customer supplied standards, can be readily determined at all times;
 - 12.2.2 ensure that all design changes and modifications are identified, documented, reviewed and approved by the Company prior to implementation;
 - 12.2.3 record the results of all design assessments and hand over such records to the Company;
 - 12.2.4 appoint or nominate a design authority for each design; and
 - 12.2.5 ensure that designers hold BS-EN-ISO-9001 certification relevant to the Services or, if the design Supplier is not certificated to BS-EN-ISO 9001, a documented management system which includes design shall be required.

13. Computer Aided Design

The Supplier shall provide computer aided designs in a style, format and software as specified by the Company.

14. Asset Commissioning and Handover

14.1 No project shall be considered complete unless the Company agrees it has in its possession complete and final information deliverables specified within the project contract documents.

14.2 As a minimum, these shall include:

14.2.1 as-built drawings;

14.2.2 installation drawings;

14.2.3 O&M documents;

14.2.4 warranty documents;

14.2.5 commissioning certificates; and

14.2.6 handover certificates.

SCHEDULE 7 PART C: ENVIRONMENTAL REQUIREMENTS

Definitions

“**BREEAM**” means the Building Research Establishment Environmental Assessment Method.

“**BREEAM New Construction Infrastructure (Pilot)**” means the Building Research Establishment Environmental method and assessment pilot Scheme

“**CEEQUAL**” means the Engineering Environmental Quality Assessment and Award Scheme.

“**Congestion Charge**” means the fee charged on most motorised vehicles operating within a defined charge zone in London under a scheme managed by TfL.

“**Environmental Management System**” or “**EMS**” has the meaning given to it in paragraph 1.2 of this Schedule 7 Part C (Environmental Requirements).

“**Environmental Management Plan**” or “**EMP**” has the meaning given to it in paragraph 1.3 of this Schedule 7 Part C (Environmental Requirements).

“**Green Infrastructure**” or “**GI**” has the meaning given to it in Schedule 3 (Specification) and is set out within Appendix A (Services Matrix) of Schedule 3 (Specification).

“**LU HSE Policy**” means the policy set out in Appendix 1 to this Schedule 7 Part C (Environmental Requirements).

“**Pollution Response Plan**” or “**PRP**” has the meaning given to it in paragraph 8.5 of this Schedule 7 Part C (Environmental Requirements).

“**Site Noise and Vibration Evaluation and Control**” means the process set out in Appendix 4 to this Schedule 7 Part C (Environmental Requirements).

“**TfL Corporate Environment Framework**” means the policy set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements).

“**TfL Specialist Services HSE Policy**” means the policy set out in Appendix 1 to this Schedule 7 Part C (Environmental Requirements).

“**Waste Management Plan**” or “**WMP**” has the meaning given to it in paragraph 7.2.1 of this Schedule 7 Part C (Environmental Requirements) and as set out in Appendix 5 to this Schedule 7 Part C (Environmental Requirements).

1. Section 1

1.1. Introduction

- 1.1.1. The Mayor wants London to be recognised as a world leader in improving the environment, locally and globally. The Greater London Authority (“GLA”) has published a number of detailed strategic aims on air quality, water, waste, climate change adaptation, and climate change mitigation and energy. These build on the GLA’s “Leading to a Greener London” document¹, published in 2009, which sets out London’s aim to be one of the greenest cities in the world. There is an ambition to cut London’s carbon emissions by 60% by 2025.
- 1.1.2. More specifically, the Company has set the following targets within the TfL Corporate Environment Framework (set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements)), to help achieve the Mayoral goals:
 - 1.1.2.1. the Company will contribute towards achieving the Mayor’s target of a 60 per cent reduction in CO₂ emissions by 2025 (against a 2013 baseline) by aiming for a 40 per cent cut in TfL CO₂ emissions;
 - 1.1.2.2. the Company will further reduce the amount of carbon emitted per passenger journey by cutting emissions of CO₂ per passenger kilometre by 40 per cent by 2025 (against a 2013 baseline);
 - 1.1.2.3. the Company will seek to support the Mayor’s air quality targets for London by delivering a 50 per cent reduction in NO_x emissions from the bus fleet by 2020, against a 2013 baseline;
 - 1.1.2.4. the Company will reduce particulate matter (“PM”) emissions from the bus fleet by 25 per cent by 2020, against a 2013 baseline; and
 - 1.1.2.5. the Company will reuse, recover and recycle 99 per cent of non-hazardous waste by 2031. The Company will set interim targets to achieve this and will use 30 per cent of non-hazardous waste specifically for energy from recovery.
- 1.1.3. The Company expects the Supplier to play a leading role in helping the Company achieve its current and future environmental objectives and targets, to ensure the delivery of all current and future Mayoral policies and strategies relevant to the Company.

¹ <http://www.london.gov.uk/priorities/environment/vision-strategy/leading-to-a-greener-london>

1.2. Environmental Management System

- 1.2.1. The Supplier shall have in place an environmental management system ("**EMS**") that is bespoke to the Contract and which, as a minimum, meets the requirements set out below:
 - 1.2.1.1. the EMS shall be certified to the BS EN ISO14001 standard, or equivalent standard, by a United Kingdom Accreditation Service ("**UKAS**") (or equivalent) accredited certification body or the Supplier shall have an environmental management policy, and also an independently audited EMS to the standard of BS EN ISO14001, or equivalent;
 - 1.2.1.2. the Supplier shall carry out environmental aspect and impact assessments to identify all potential environmental aspects and impacts related to its activities, products and services it delivers and the Supplier shall provide details of any necessary environmental control measures to the Company. These are included in risk and benefit identification, control and mitigation measures outlined in designs and safe systems of work for any element of the works forming part of the Services;
 - 1.2.1.3. the Supplier shall review the environmental aspect and impact assessments as a minimum once a year, but must ensure they, and any associated control and mitigation measures, remain pertinent to the works forming part of the Services; and
 - 1.2.1.4. the EMS shall be consistent with and support the principles of the Rail and Underground HSE Policy, set out in Appendix 1 and the Company's Corporate Environment Framework set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements).

1.3. Environmental Management Plan

- 1.3.1. As part of the EMS, the Supplier shall develop, implement and maintain a contract specific environmental management plan ("**EMP**") (in accordance with the requirements of Schedule 21 (Contract Management)) for the delivery of the Services, to be submitted to and approved by the Company's Representative within three (3) months of the Commencement Date.
- 1.3.2. The EMP shall be updated annually and not later than on each anniversary of the Commencement Date.
- 1.3.3. The Supplier shall make the EMP available to the Company for regular review (but not less than annually) at the Quarterly Review meetings and Annual Strategic Review meetings held in accordance with Schedule 21 (Contract Management).
- 1.3.4. Within the EMP, the Supplier shall demonstrate its contribution towards delivering the Company's environmental objectives including, but not limited to, how the Supplier shall:

- 1.3.4.1. ensure environmental aspects are considered and incorporated in to its activities;
- 1.3.4.2. use partnership working on environmental matters (for example, regulators, environmental bodies, industry groups, client and supply chains);
- 1.3.4.3. identify all potential environmental aspects and impacts of the Contract, specific to its activities (from planning to delivery) demonstrating how the Supplier intends to minimise the potential risks and impacts;
- 1.3.4.4. ensure its environmental key performance indicators and targets contribute to the objectives and targets set out in the Company's Corporate Environment Framework (set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements)) in relation to:
 - **carbon, energy and climate resilience:** demonstrating that the Supplier is actively minimising use of energy derived from fossil fuels in performing its obligations under the Contract; setting and achieving a target/reduction in CO₂ emissions, in line with the Company's environmental objectives and targets;
 - **reduction of air pollutants:** setting and achieving targets for reduction in air pollutants (PM and nitrogen oxides) in line with the Company's environmental objectives and targets from sources under the control of the Supplier, and demonstrating how the Supplier is meeting the Company's vehicle emissions requirements;
 - **reduction of noise, nuisance and vibration:** setting and achieving a target/reduction in noise in line with the Company's environmental objectives and targets;
 - **materials, resources and waste management:** demonstrating a reduction in use of resources, such as water, minimising the generation of waste, avoiding the use and production of hazardous materials and the prevention of pollution, and achieving a % of waste diverted from landfill rate of 99% (or an equivalent reuse and recycling rate); and
 - maintaining and, where possible, enhancing the quality of the built and natural environment;
- 1.3.4.5. demonstrate that the Supplier is meeting the requirements of the Company's Sustainable Timber Policy; and
- 1.3.4.6. provide the Company with an environmental staffing plan, setting out the Supplier's environmental management organisation structure, identifying roles, accountabilities and responsibilities, and points of liaison with the Company. The environmental staffing plan must

demonstrate resources are appropriate to the scale and nature of the relevant Services.

1.4. Report on Progress

1.4.1. The Supplier shall provide the Company's Representative with an environmental performance report, including information on the performance of the EMS. The report shall be submitted annually and not later than on each anniversary of the Commencement Date, and shall contain, but shall not be limited to:

1.4.1.1. any updates to previous EMPs;

1.4.1.2. a summary of the environmental statistics for the previous year, including inter alia, environmental reviews;

1.4.1.3. a summary of findings and trends from audits, inspections and evaluations of compliance with legal and with other requirements;

1.4.1.4. a summary of any changing circumstances, including developments in legal and other requirements; and

1.4.1.5. proposed environmental improvement targets, together with commentary on the previous year's improvement targets, including status of corrective and preventative actions undertaken by the Supplier.

1.5. Environmental Planned General Inspections

1.5.1. As part of the EMP and within six (6) weeks of the Commencement Date, the Supplier must review and update the current Environmental Planned General Inspection ("EPGI") template (set out in Appendix 3 to this Schedule 7 Part C (Environmental Requirements)) with current legislation and other requirements, relevant to this Contract. The template must be kept up to date by the Supplier at all times.

1.5.2. Frequency of EPGIs must conform to the requirements of Schedule 12 (Performance Measurement) for Supplier audits but shall be suitable and sufficient to ensure all risks are mitigated.

1.6. General Requirements

Without prejudice to its other obligations contained in this Contract, the Supplier shall ensure that it carries out its obligations in response to any environmental incidents and their reporting in a manner approved by the Company.

2. Section 2

2.1. Sustainable Design and Operations

2.1.1. The Supplier shall address, as a minimum, the following principles to maximise the sustainable performance of its activities including, but not limited to:

2.1.1.1. using principles that consider the longer-term design life of the building and assets and that will offer solutions that will remain state of the art;

2.1.1.2. designing systems and installing and maintaining equipment that will reduce energy use and the operational cost of the buildings and assets. In particular the Supplier shall:

- ensure energy efficiency measures (including lighting, HVAC, building management systems) are utilised;
- ensure that the new systems are compatible with the energy system and load requirements at the existing Site;
- investigate the feasibility of incorporating renewable or decentralised energy;
- ensure designs provide natural ventilation, rather than mechanical, where possible; and
- ensure passive design measures remove heat from the asset, rather than using mechanical cooling;

2.1.1.3. designing systems and installing and maintaining equipment that minimises water use during installation and operation of the asset. Maintenance of water consuming equipment will include, but shall not be limited to, low volume taps/showers, dual flush toilets, waterless urinals, low volume urinal flush controls, rainwater and grey water recycling systems, green infrastructure irrigation systems and cooling towers.

2.2. CEEQUAL and BREEAM

2.2.1. Where the Company has already arranged for the activity to be part of CEEQUAL, BREAA New Construction Infrastructure (pilot), and/or BREEAM the Supplier shall compile and provide relevant evidence to support CEEQUAL, BREAA New Construction Infrastructure (pilot), and/or BREEAM submissions to the Company. The Supplier shall use the CEEQUAL or BREEAM processes to aid the consideration of environmental sustainability and to drive improvements in performance during the design development, installation and maintenance phases of the Services.

3. Section 3

3.1. Climate Resilience

- 3.1.1. The Supplier shall ensure that any design, installation and maintenance work it performs as part of the Services takes into account the climate parameters over the whole design life in which the building and asset must perform, to support resilience to extreme weather.
- 3.1.2. The Supplier shall ensure that the building and asset remains fit-for-purpose for the Company's needs during its design life period, taking into account the range of extreme weather and climate parameters that may occur during that time. This shall include, but shall not be limited to:
 - 3.1.2.1. keeping the buildings and assets within specified temperature tolerances as defined in the Company's standards relevant to the building and asset type applicable to this Contract; and
 - 3.1.2.2. all refits including measures to assist with keeping buildings and assets resilient during their design life including, but not limited to, water efficiency, natural ventilation and shading, greening, and sustainable drainage.

4. Section 4

4.1. Reducing Carbon Emissions and water usage

4.1.1. The Supplier shall:

- 4.1.1.1. ensure that when replacing assets, the Supplier selects assets with more energy efficient equipment. The Supplier shall notify the Company's Representative where this is not technically feasible, for example, in relation to a heritage feature;
- 4.1.1.2. measure and report on carbon emissions and develop plans to reduce carbon emissions and energy usage that supports the Company in delivering its programme to improve energy efficiency, helping decrease emissions and lower costs;
- 4.1.1.3. make use of the Company's automated Monitoring and Targeting ("aM&T") software to analyse site performance, control out of hours consumption and also suggest, measure and verify efficiency enhancement projects;
- 4.1.1.4. maintain and run on site generation equipment (including PV, wind, solar thermal, combined heat and power and absorption chillers) to reduce and optimise building carbon emissions; and
- 4.1.1.5. maintain the Company's assets in accordance with all ozone depleting substances and fluorinated greenhouse gas legislation compliance, including statutory air conditioning inspections, to optimise efficiency of cooling equipment, for current, pending and future legislation.

5. Section 5: Air Quality and Dust

5.1. Control of Vehicle Emissions

- 5.1.1. The Supplier shall ensure that in the procurement or leasing of vehicles for use in the delivery of the Services:
 - 5.1.1.1. consideration is given to CO₂, air quality and noise impacts; and
 - 5.1.1.2. a technology neutral approach is adopted.
- 5.1.2. All vehicles used in the delivery of the Services shall meet or exceed the following CO₂ limits and European emission standards at the Commencement Date:
 - 5.1.2.1. cars - maximum certified CO₂ emissions of 105 g/km and a minimum of Euro V emission standards;
 - 5.1.2.2. vans equal to or less than 1205 kg kerb weight – maximum certified CO₂ emissions of 115 g/km CO₂ and a minimum of Euro V emission standards;
 - 5.1.2.3. vans between 1205 and 1660 kg kerb weight – maximum certified CO₂ emissions of 155 g/km CO₂ and a minimum of Euro V emission standards;
 - 5.1.2.4. vans greater than 1660 kg kerb weight – maximum certified CO₂ emissions of 215 g/km CO₂ and a minimum of Euro V emission standards; and
 - 5.1.2.5. heavy duty vehicles greater than 3500 kg kerb weight – Euro V emission standards.
- 5.1.3. If any vehicles used in the provision of the Services are due for replacement before the Expiry Date, the Supplier shall ensure that the replacement vehicle/engine meets or exceeds the European emission standards and CO₂ limits (if applicable) for the year in which it is introduced into the fleet. Standards and the years in which they apply are set out in paragraph 5.3.3 below. If compliant vehicles/engines are not available by the specified deadline, the Company may (at its sole discretion) consider acceptance of an alternative standard proposed by the Supplier until such time as those vehicles become available.

5.2. European Emission Standards for Road Vehicles

- 5.2.1. In line with Mayoral environmental strategy and the Company's commitments to reduce CO₂ emissions, the Supplier is encouraged to include zero or ultra low carbon vehicles such as electric or plug-in hybrid or bio methane vehicles in its fleet, wherever possible.
- 5.2.2. Any necessary recharging/refuelling infrastructure required for low carbon vehicles to be supplied by the Supplier on the Company's Sites will only be permitted subject to the Company's written acceptance and by separate agreement on maintenance, installation and running costs. Where the Supplier operates such vehicles, operating experience and data will be shared with the Company on request.
- 5.2.3. The Supplier shall select vehicles for the performance of the Services which meet the highest environmental criteria and will be eligible for a 100% discount from the Congestion Charge. The Supplier shall be solely responsible for payment of any

Congestion Charge and the Company does not accept any claims for reimbursement of Congestion Charges.

5.2.4. The Supplier shall ensure that all vehicles used in the performance of the Services are operated in such a way to ensure that environmental impacts are reduced as far as reasonably practicable. Operating data for all vehicles will be shared with the Company when requested.

5.2.5. The Supplier shall:

5.2.5.1. ensure vehicles used in connection with the Services are regularly serviced in line with the Manufacturers recommendations;

5.2.5.2. ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and

5.2.5.3. monitor and record all vehicle fuel and mileage in connection with the performance of the Services.

5.2.6. The Supplier shall report the following information to the Company on a Quarterly basis in advance of each Quarterly Review as set out in Schedule 21 (Contract Management):

5.2.6.1. vehicle make and model;

5.2.6.2. vehicle servicing frequency;

5.2.6.3. vehicle fuel (fuel type and litres used);

5.2.6.4. vehicle mileage (excluding hire vehicles); and

5.2.6.5. percentage of the fleet on hire.

The Company reserves the right to include additional monitoring requirements if required.

5.2.7. The Supplier shall ensure that all driving staff undertake a fuel efficient and safe driver training course within three (3) months of commencing performance of the Services. The Supplier shall ensure that the training course consists of theoretical training and practical implementation skills and is a minimum duration of one (1) hour.

5.2.8. The Supplier shall provide the driver training records to the Company as instructed by the Company's Representative.

5.3. Equipment and Non-Road Mobile Machinery

5.3.1. The Supplier shall ensure that the adverse impacts of emissions from equipment used in the performance of the Services are minimised. Measures to be considered for limiting emissions and avoiding nuisance will include any one or more of the following as appropriate (and as far as reasonably practicable):

5.3.1.1. ensuring that the engines of all vehicles and equipment used in connection with the Services are not left running unnecessarily;

- 5.3.1.2. using low emission vehicles and equipment fitted with catalysts, diesel particulate filters or similar devices;
 - 5.3.1.3. using ultra low sulphur fuels in plant and vehicles;
 - 5.3.1.4. requiring equipment and vehicles to be well maintained, with routine servicing to be completed in accordance with the manufacturers' recommendations and records maintained for the work undertaken;
 - 5.3.1.5. requiring all vehicles, including off-road vehicles, to hold current MOT certificates, where required by Applicable Laws (or tested to an equivalent standard) and requiring them to comply with exhaust emission regulations for their class;
 - 5.3.1.6. using routes and operating equipment away from potential receptors such as houses, schools and hospitals;
 - 5.3.1.7. avoiding the use of diesel or petrol powered generators and instead using mains electricity or battery powered equipment;
 - 5.3.1.8. maximising energy efficiency (this may include using alternative modes of transport, maximising vehicle utilisation by ensuring full loading and efficient routing); and
 - 5.3.1.9. providing all operating data which complies with the schedules, deadlines and timelines as required to the Company as part of the Supplier's Quarterly reporting obligations (as set out in Schedule 21 (Contract Management)).
- 5.3.2. All of the Supplier's non-road mobile machinery ("NRMM") must meet or exceed the emission standards relevant at the Commencement Date, which are as follows:
- 5.3.2.1. NRMM of net power between 19 and 36 kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;
 - 5.3.2.2. NRMM of net power between 37 and 55 kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;
 - 5.3.2.3. NRMM of net power between 56 and 560 kW –Stage IIIB of EU Directive 97/68/EC (as amended) emission standards; and
 - 5.3.2.4. from 1 September 2020: NRMM of net power between 37kW and 560kW used on any site within Greater London – Stage IIIB of EU Directive 97/68/EC (as amended) emission standards.
- 5.3.3. In addition, where the requirements of "The control of dust and emissions during construction and demolition - Supplementary Planning Guidance (SPG) Greater London Authority (2014)" are applicable, all of the Supplier's NRMM must comply with the following additional requirements for the NRMM Low Emission Zone detailed in the SPG:
- 5.3.3.1. NRMM used on any site within the Central Activity Zone or Canary Wharf will be required to meet Stage IIIB of EU Directive 97/68/EC (as amended) emission standards as a minimum; and

- 5.3.3.2. from 1 September 2020: NRMM used on any site within the Central Activity Zone or Canary Wharf must meet Stage IV of EU Directive 97/68/EC (as amended) emission standards as a minimum.
- 5.3.4. All NRMM must meet the applicable standards unless it can be demonstrated that the machinery is not available or that a comprehensive retrofit to meet PM10 and NOx emission standards is not feasible. In this situation, every effort must be made by the Supplier to use the least polluting equipment available, including retrofitting technologies to reduce particulate emissions.
- 5.3.5. The Supplier must comply with the GLA's NRMM exemption policy (which can be found at nrmm.london) for any NRMM which cannot meet the emissions requirements, The Supplier shall seek exemption from the Company's Representative for any NRMM of net power between 19 and 36 kW that cannot comply with the emissions standards.
- 5.3.6. The Supplier shall also:
 - 5.3.6.1. maintain an inventory of all on-site NRMM using the GLA's nrmm.london database; and
 - 5.3.6.2. regularly service all machinery and keep records on Site.

5.4. Dust

- 5.4.1. The Supplier shall use the best practicable means to reduce dust and other emissions at all times during performance of the Services and shall not to create a dust nuisance.
- 5.4.2. If the Company's Representative decides that the Supplier is not dealing adequately with the control of dust or other emissions, the Company's Representative may instruct the Supplier to carry out such additional measures as the Company's Representative considers necessary. Such measures are not subject to the Contract variation procedure set out in Schedule 6 Part A (Contract Variation Procedure) of the Contract.

6. Section 6: Noise and Vibration

6.1. General

6.1.1. The Supplier shall:

- 6.1.1.1. use the best practicable means to control and limit noise and/or vibration levels so that affected properties, and other sensitive receptors, are protected from excessive or prolonged noise and vibration associated with all activities;
 - 6.1.1.2. develop and maintain a Noise and Vibration Management Plan, as part of the EMP, for activities with the potential to generate noise and/or vibration. The Noise and Vibration Management Plan shall set out how noise and vibration requirements shall be managed and the Supplier shall undertake the Services in strict adherence to this plan;
 - 6.1.1.3. apply the best practicable means to reduce noise and vibration at all times having regard to the provisions of the latest edition of BS5228 (Code of Practice for Noise and Vibration Control) or other relevant Good Industry Practice;
 - 6.1.1.4. stipulate and ensure adherence to behavioural conditions for workers in relation to minimising impacts to neighbours, such as conduct when arriving and leaving the Company's Sites during any night works; and
 - 6.1.1.5. employ a trained and competent person to undertake noise and/or vibration monitoring if required and comply with any additional measures required including relocation or modification of equipment to reduce noise and vibration. The monitoring scope shall be agreed with in advance with the Company's Representative and monitoring results shall be provided to the Company on request.
- 6.1.2. In its performance of the Services, the Supplier shall comply with the requirements of the Company's Pathway Site Noise and Vibration Evaluation and Control (set out in Appendix 4 to this Schedule 7 Part C (Environmental Requirements)).

6.2. Prior Consent

- 6.2.1. If activity with the potential to generate noise and vibration is to be carried out outside of normal working hours, and/or the noise and vibration generated is likely to cause significant disruption or harm, the Supplier shall:
- 6.2.1.1. liaise with the Company to determine whether a Section 61 consent (under the Control of Pollution Act 1974), or other form of noise agreement, will need to be in place prior to commencing the relevant works;
 - 6.2.1.2. provide the Company with the following information to enable a decision to be made on whether a Section 61 Consent, or other form of noise agreement, is required:

- the nature of the activity being undertaken;
- the time of day the activity will be undertaken;
- the duration of the activity;
- the proximity of neighbours; and
- the sensitivity of neighbours (for example, residents, schools, hospitals and places of worship) that would likely be considered more sensitive to noise than industrial areas); and

6.2.1.3. be responsible for obtaining the consent prior to commencing the relevant works, and for complying with all aspects of the consent.

6.3. Notifications

6.3.1. The Supplier shall take a proactive approach to notifying neighbours and other relevant stakeholders in advance of the commencement of any construction or maintenance works being performed by the Supplier as part of the Services that will affect them in any way, including noise and vibration impacts, impacts from staff noise, access and welfare or staff parking and travel.

6.3.2. The Supplier shall submit to the Company's Community Relations representative (via communityrelations@tfl.gov.uk) the draft notification letters for approval no less than 14 days prior to the works commencing.

6.3.3. Notification letters shall include details of the:

6.3.3.1. location of works;

6.3.3.2. reason for the works;

6.3.3.3. information about potential impacts: noise and vibration, parking, staff access and welfare locations;

6.3.3.4. duration of the works;

6.3.3.5. working hours; and

6.3.3.6. TfL customer services details.

6.3.4. Letters shall be produced on TfL letterhead and the Company shall provide a template when required.

6.3.5. Once the details of the notification letters have been accepted by the Company's Community Relations representative, the letters shall be distributed to all properties potentially affected by the proposed works no less than 10 days prior to works commencing. In most instances, distribution will be arranged by the Company. For smaller areas of impact, the Supplier will be directed to undertake the distribution directly. In ascertaining the distribution area, the Supplier shall carefully consider potential noise and vibration, areas affected by staff parking, access or welfare requirements, delivery and loading of equipment.

- 6.3.6. A briefing note about work activities that could potentially affect the community shall be provided by the Supplier to the Company's Community Relations representative in advance of the commencement of the works. This briefing note will be used to brief key stakeholders to address any complaints or enquiries. The briefing note shall contain a copy of the notification letter, the recommended distribution area of the letter, a location map of the works, best practicable means used to mitigate potential adverse impacts and the name and contact details (for internal use only) of the Supplier's Representative, who is required to provide further information where requested in accordance with the Supplier's complaints handling process.

6.4. Noise Complaints Handling

- 6.4.1. The Supplier shall develop a complaints handling process agreed with the Company's Representative. As a minimum, the complaints handling process shall include the following:
- 6.4.1.1. TfL's customer services details on all public facing communication;
 - 6.4.1.2. information on how complaints and enquiries will be responded to when passed on by TfL customer services;
 - 6.4.1.3. details of the emergency response system that will be employed for dealing with emergency issues; and
 - 6.4.1.4. reporting all complaints/enquiries and their responses within 24 hours of receipt to the Company using TfL customer services and to the Company's Community Relations representative.

7. Section 7: Waste and Resources Management

7.1. Waste Electronic and Electrical Equipment

With regard to the latest version of the Waste Electrical and Electronic Equipment Regulations 2006 (“WEEE 2006”), the Supplier shall indemnify and keep indemnified the Company as a result of any losses which it incurs as a result of any failure on the part of the Company or the relevant producer to comply with the requirements of WEEE 2006.

7.2. Waste Other

7.2.1. The Company requires the Supplier to promote recycling, minimise its waste and play a leading role in helping the Company achieve its environmental targets. The Supplier shall develop, implement and maintain a Waste Management Plan (“WMP”), as part of the EMP, to cover the waste arisings it is responsible for, support the Company’s objective to use materials more efficiently and reduce waste to landfill in order to achieve the following target:

“the Company will reuse, recover and recycle 99 per cent of non-hazardous waste, with interim targets by 2031 and 30 per cent for specifically for energy from recovery”.

7.2.2. The Supplier’s WMP shall document how the Supplier will:

7.2.2.1. implement the waste hierarchy;

7.2.2.2. comply with current legislation in relation to the storage, handling, treatment, transfer and disposal of all waste materials produced in the performance of the Services. As a carrier of waste, the Supplier shall be registered as a Waste Carrier with the Environment Agency and shall provide evidence of registration within the WMP and on renewal of the registration;

7.2.2.3. set waste reuse, recovery and recycling targets that meet or exceed the Company’s targets;

7.2.2.4. monitor and report waste arising in line with the Supplier’s reporting requirements under Schedule 21 (Contract Management) each Period in advance of the Period Progress Meeting;

7.2.2.5. ensure all Supplier Personnel are trained in waste minimisation and management techniques;

7.2.2.6. increase recycled content of materials used in construction and any other materials purchased; and

7.2.2.7. document all decisions taken during any design work to reduce waste, and ensure this information is passed to Company.

7.2.3. The Supplier shall implement and update the Waste Management Plan, maintain records throughout the duration of this Contract and make available these records for review by the Company on request.

7.2.4. The Supplier is responsible for the management and removal of all waste arisings as

soon as practicably possible in accordance with Good Industry Practice.

- 7.2.5. The Supplier shall make available to the Company, within 3 Working Days of request, any waste records (such as Consignment notes and transfer notes).
- 7.2.6. Where involved in project work, the Supplier shall comply with the requirements of the TfL Pathway Waste Management Plan (set out in Appendix 5 to this Schedule 7 Part C (Environmental Requirements)).
- 7.2.7. All works being carried out at Company office buildings must use this template TfL Facilities: Small Projects Waste Proforma to record and submit waste data.

7.3. Recycled Content of Materials

The Supplier shall ensure a minimum of 20% of the total material value of products and materials selected for the works being performed as part of the Services derives from reused and recycled content. The Supplier shall submit proposals to the Company's Representative in relation to the areas of opportunity to exceed this target figure. The Supplier shall provide a detailed explanation and justification in the WMP to the Company's Representative for any failure to achieve the 20% target figure. Performance shall be reported, as part of the EMP, in the annual environmental performance report referred to in paragraph 1.4 (Report on Progress) of this Schedule 7 Part C (Environmental Requirements).

8. Section 8: Pollution Prevention

- 8.1. The Supplier shall comply with all Applicable Laws and Good Industry Practice to prevent pollution and environmental nuisance.
- 8.2. The Supplier shall ensure that the EMP and aspect and impact assessments for specific tasks and activities adequately identify all potential pollution sources, pathways and sensitive receptors.
- 8.3. The Supplier shall ensure that the EMP will detail how pollution risks will be managed including specific controls to be put in place, which must be strictly complied with.
- 8.4. The Supplier shall ensure that all controls identified will be included in safe systems of work and briefed to all Supplier Personnel.
- 8.5. The Supplier shall ensure that a Pollution Response Plan ("PRP") and all necessary pollution response equipment required to reduce risks to as low as reasonably practicable are in place within one (1) month of the Commencement Date. The PRP shall set out actions to be taken in the event of an environmental incident. The Supplier shall ensure all Supplier Personnel are familiar with the plan and trained in actions to take if an incident occurs.

8.6. Deliveries and Storage

8.6.1. Where the Supplier manages bulk fluid deliveries (over 25 litre drums) it shall:

8.6.1.1. ensure that a spill kit of appropriate size and content, commensurate with the risk, is located in an open access location immediately adjacent to the risk; and

8.6.1.2. seek written assurance from the supplier that the third party delivery operatives are trained, competent and familiar with making deliveries to the Sites and if not, they shall be accompanied by the Supplier's Representative until such time they become so.

8.6.2. Where bulk storage tanks (above 55 gallon/250 litres) are provided and maintained by the Supplier, the Supplier shall ensure they are fitted with serviceable engineering controls, appropriate to site risk, to prevent environmental harm, such as fitting and maintaining alarms and other notification systems.

8.6.3. The Supplier shall manage the testing, licensing and other regulatory regimes related to the tanks on the Sites as required by the Company from time to time.

8.7. Site set-up

8.7.1. The Supplier shall ensure that, where reasonably practicable and appropriate, its activity will be designed to prevent pollution arising including, but not limited to:

8.7.1.1. Sites secured and screened using existing features where appropriate;

- 8.7.1.2. storage sites, any plant and machinery equipment and temporary staff facilities located to limit environmental impacts, as far as reasonably practicable, having due regard to neighboring accommodation, as far as allowed by the constraints of each Site;
- 8.7.1.3. security cameras (if required) sited and directed so that they do not intrude into occupied residential properties;
- 8.7.1.4. site plant and facilities powered from mains electrical sources wherever practicable;
- 8.7.1.5. the Supplier shall display a contact name, telephone number and address, and the helpline number at appropriate locations on the boundaries of the Sites;
- 8.7.1.6. the extent and height of hoarding or fencing at a particular location will be selected to maintain effective security and achieve appropriate noise attenuation and visual screening;
- 8.7.1.7. all vehicle access and egress points with gates positioned such that no gate will be permitted to open out onto the highway. As far as reasonably practicable, gates will be located to allow vehicles to drive clear of any public highway. Where provided for noise control, gates will be of a similar material and construction to the boundary in which they are situated and will be closed except when being used for access; and
- 8.7.1.8. disturbance of environmental features such as vegetation and watercourses will be minimised.

8.8. Monitoring and reporting

- 8.8.1. The Supplier shall employ a trained and competent person(s) to undertake environmental monitoring. The Supplier shall comply with any additional measures required by the Company's Representative including relocation or modification of equipment to reduce noise, vibration, nuisance, light, dust, pollution and other disturbances.
- 8.8.2. The Supplier shall report all complaints/enquiries and their responses within 24 hours of receipt to the Company using TfL customer services, the Company's Representative and the Company's Community Relations representative.

8.9. Effluent discharge consents

- 8.9.1. When providing maintenance of drains and interceptors, the Supplier shall ensure that it maintains effluent discharge within the legal effluent discharge consent limits.
- 8.9.2. When required by the Company, the Supplier shall also support the maintenance of effluent discharge consent within legal limits, by providing ad-hoc maintenance of drains and interceptors.

8.10. Contaminated land

8.10.1. The Supplier shall comply with all relevant statutory requirements and Good Industry Practice in relation to contaminated land.

8.10.2. The Supplier shall notify the Company if any contaminated land or water has been discovered.

9. Section 9: Natural Environment

9.1. Green Infrastructure

- 9.1.1. Within the EMP, the Supplier shall demonstrate that it meets the most current version of the following industry standards, when delivering maintenance services (as part of the Services) on the Green Infrastructure ("GI"):
 - 9.1.1.1. Construction Industry Research And Information Association (CIRIA) Sustainable Urban Drainage System (SUDS) Manual C753;
 - 9.1.1.2. CIRIA Building Greener: Guidance on the use of green roofs, green walls and complimentary features on buildings C644;
 - 9.1.1.3. CIRIA Retrofitting to manage surface water C713;
 - 9.1.1.4. CIRIA Biodiversity Benefits of Green Infrastructure C711; and
 - 9.1.1.5. Gro Green Roof Code 2014.
- 9.1.2. The Supplier shall check all storage areas on roofs to ensure they meet the structure's loading capacity prior to commencement of the Works.
- 9.1.3. For any roof works that have an interface with members of public, Supplier Personnel or assets, a debris net must be installed to separate the area and prevent any debris coming into contact with members of public, Supplier Personnel or assets.

9.2. Pest Control

Within one (1) month of the Commencement Date, the Supplier shall demonstrate how the principles of Integrated Pest Management, as defined by the British Pest Control Association or the Royal Society of Public Health, will be implemented.

9.3. Biodiversity Management

- 9.3.1. The Company has a legal duty to have due regard to biodiversity, as well as duties from the Mayor of London to improve biodiversity. Therefore, when providing services to the Company, the Supplier shall:
 - 9.3.1.1. take into account relevant Company and London Borough biodiversity plans;
 - 9.3.1.2. preference the use of native plant species appropriate to the location and maintenance requirements of the site as a minimum; and
 - 9.3.1.3. when selecting control methods, ensure they prevent harmful effects to any other species other than those intended for treatment.

10. Section 10: Reducing the environmental impact of materials

10.1. VOCs and chemicals with adverse environmental impacts

The Supplier shall develop a plan within the first year of the Commencement Date to identify all products used in the performance of the Services and then risk assess and propose the phased replacement of high VOC products or similar e.g. paints, aerosols, degreasers, adhesives, sealants etc. herbicides, drain cleaners pesticides, biocides and other similar products with a “lower” environmental impact. The intention of the plan is to remove over time all high impact or high risk products over the first three years of the period of the Contract.

Appendix 1: Health Safety and Environment Policies

Health, Safety and Environment Policy

My commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services they will remain harm free. Our vision is a harm free environment for all. The TfL Leadership Team, Directors and I are all committed to meeting our vision and these expectations.

We want to ensure that:

every journey is a safe journey for our users and customers

- our employees, agency staff and contractors go home healthy and safe every day
- we maintain our assets and deliver new assets, improvements and upgrade programmes safely and without harming the environment

How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use and are available on the Intranet. If you do not know where to find them ask your line manager or your Health, Safety and Environment (HSE) manager.

We assess risks and introduce HSE measures to ensure risks remain as low as reasonably practicable for our users, customers and employees. We tell you the risks and the measures taken to control risks. There is regular review of safety, health and environment statistics to identify trends and root causes, so necessary action can be taken.

Each year we develop HSE improvement plans to enhance what we do. These plans are

regularly reviewed by the Directors in every part of the business.

You will receive the necessary training and suitable equipment to ensure that you can undertake your job safely and ensure the safety of customers and users.

Your health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to build a just culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings, or more often where needed.

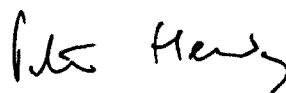
What we can all do

We all need to look out for each other and speak up if we see anything that is unsafe.

We all have a duty to follow our HSE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

We can learn from the past, so always report accidents, incidents and near misses.

In these ways we can work together so that our vision for a safe and healthy environment is achieved.



Sir Peter Hendy CBE

London's Transport Commissioner
February 2014

Health, Safety and Environment Policy

My commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services they will remain harm free.

Our vision is a harm free environment for all.

I, with the Directors of London Underground, and London Rail are committed to meeting our vision and these expectations.

want to ensure that:

- every journey is a safe journey for our customers
- our employees, agency staff and contractors go home healthy and safe every day
- we maintain our assets and deliver projects safely
- we fulfil our commitments to prevent pollution and nuisance; protect biodiversity; improve air quality; and reduce waste and carbon emissions.

How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use.

If you do not know where to find them ask your line manager or your Health, Safety and Environment (HSE) manager.

We assess risks and introduce HSE measures to ensure risks remain as low as reasonably practicable. We tell you the risks and the measures we have taken to control risks. We will comply with legislation. There is regular review of safety, health and environment statistics to identify trends and root causes, so necessary action can be taken.

Each year we develop HSE improvement plans to enhance what we do. These plans are regularly reviewed by the Directors in your part of the business.

When working for London Underground and London Rail you will receive the necessary training and equipment to ensure that you can undertake your job safely and ensure the safety of customers whilst not harming the environment.

As an employee, your health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to build a just culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meeting or more regularly where needed.

What we can all do

We all need to look out for each other and speak up if anything is unsafe or damaging to health or the environment.

We all have a duty to follow our HSE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

We can learn from the past, so always report accidents, incidents and near misses.

In this way we can work together so that our vision for a safe and healthy environment is achieved.



Mike Brown MVO

Managing Director

London Underground and London Rail

May 2015

Appendix 2