

50 Interest

- 50.1 If either party fails to pay to the other any amount payable in connection with the Agreement or any Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any interest accruing under this Clause 50.1 shall be immediately payable by the paying party on demand.
- 50.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

51 Freedom of Information

- 51.1 For the purposes of this Clause 51:

“**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.

- 51.2 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.

- 51.3 Without prejudice to the generality of Clause 51.2 the Supplier shall and shall procure that its subcontractors (if any) shall:

- (a) transfer to the Company’s Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to the Agreement or any

Contract, the supply of Goods and 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.

51.4 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.

52 Data Transparency

52.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 31 and Clause 51, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

52.2 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 52.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

53 Survival

53.1 The provisions of Clauses 5 (Records and Audit), 9 (Set-Off), 19 (Warranty), 20 (Intellectual Property Rights), 21 (Termination), 23 (Indemnity and Insurance), 24 (*Environmental Claims*) 30 (Supplier Personnel), 31 (Confidentiality), 33 (Responsible Procurement), 37 (Severance), 38 (Publicity), 39 (Corrupt Gifts and Payments of Commission, 40 (No Waiver), 41 (Entire Contract), 42 (Notices and Service of Process), 43 (Dispute Resolution), 46 (Governing Law and Jurisdiction), 47 (Contracts (Rights of Third Parties) Act 1999), 51 (Freedom of Information), 52 (Data Transparency), 53 (Survival), 54.1 and 54.5 (Transport for London Group) will survive the termination or expiry of this Agreement and any Contract and continue in full force and effect, along with any other Clauses or Schedules of this Agreement and any Contract necessary to give

effect to them. In addition, any other provision of this Agreement and any 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.

54 Transport for London Group

54.1 Declaration of Ineffectiveness

- (a) Without prejudice to the Company's right to terminate the Agreement and any Contract under Clause 21.1, Clause 21.2(a) or at common law, the Company may terminate the Agreement and any Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of this Clause 54.1.
- (b) In the event that any court makes a Declaration of Ineffectiveness, the Company shall notify the Supplier. The parties agree that the provisions of this Clause 54.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 21.1 and this Clause 54.1 or the Cessation Plan, the provisions of this Clause 54.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness 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.
- (d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - (i) an orderly and efficient cessation of the supply of Goods and Services or (at the Company's request) a transition of the supply of Goods and Services to the Company or such other entity as the Company may specify; and
 - (ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 54.1 and to give effect to the terms of the Declaration of Ineffectiveness.
- (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 the Agreement and any 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 the Agreement and any Contract in accordance with this Clause 54.1.

54.2 **Crime and Disorder Act 1998**

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

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

and in the performance of the Agreement and each 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 subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

54.3 **The Company's business**

The Supplier acknowledges that it:

- (a) has sufficient information about the Company and the supply of Goods and 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 supply of Goods and Services in accordance with the Agreement and each Contract;
- (d) is aware of the purposes for which the supply of Goods and Services are required; and
- (e) shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement and each Contract due to any misinterpretation or misunderstanding by it of any fact relating to the supply of Goods and Services.

54.4 **Best value**

The Supplier acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such the Company is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Supplier shall assist the Company to discharge TfL's duty where possible, and in doing so, shall carry out any review of the supply of Goods and 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 the Agreement and any Contract in order for the Company to achieve best value.

54.5 **Data Protection**

- (a) 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 supply of Goods and Services and at all times in accordance with any instructions from the Company.
- (b) When the Supplier receives a written request from the Company for information about, or a copy of, Company Personal Data, the Supplier shall supply such information or data to the Company within such time and in such a form as is specified in the request (such time to be reasonable) or if no period of time is specified in the request, then the Company shall supply the information or data within fourteen (14) days from the date of the request.
- (c) The Company shall remain solely responsible for determining the purposes and manner in which Company Personal Data is to be processed. The Supplier shall not share any Company Personal Data with any subcontractor or third party unless there is a written agreement in place which requires the subcontractor or third party to:
 - (i) only process Company Personal Data in accordance with the Company's instructions to the Supplier; and

- (ii) comply with the same data protection requirements that the Supplier is required to comply with under the Agreement and any Contract.

54.6 **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 supply of Goods and 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 the Agreement and any Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the supply of Goods and Services under the Agreement and any Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the supply of Goods and 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 the Agreement and any Contract.

54.7 **Equality and Diversity**

54.7.1 Without limiting the generality of any other provision of the Agreement and any Contract, the Supplier:

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

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.

54.7.2 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:

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

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

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

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

54.8 **Work Related Road Risk**

54.8.1 For the purposes of Clauses 54.8.2 to 54.8.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

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

www.fors-online.org.uk

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

“Collision Report” a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

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| “Delivery and Servicing Vehicle” | a Lorry, a Van or a Car-derived Van; |
| “Driver” | any employee of the Supplier (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Goods and Services; |
| “DVLA” | Driver and Vehicle Licensing Agency; |
| “FORS” | the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance; |
| “FORS Standard” | the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk |
| “Gold Accreditation” | the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk |
| “Lorry” | a vehicle with an MAM exceeding 3,500 kilograms; |
| “MAM” | the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road; |
| “Side Guards” | guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986; |

“Silver Accreditation”

the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

54.8.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, it shall within 90 days of the Commencement Date:

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

Safety Equipment on Vehicles

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

- (a) 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;
- (b) 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;

- (c) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (d) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

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

- (a) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- (b) each of its Drivers engaged in the provision of the Goods and Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Goods and 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 12 months:
 - (i) 0 – 3 points on the driving licence – annual checks;
 - (ii) 4 – 8 points on the driving licence – six monthly checks;
 - (iii) 9 – 11 points on the driving licence – quarterly checks; or
 - (iv) 12 or more points on the driving licence – monthly checks.

Driver Training

54.8.5 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and 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 the Agreement and each Contract.

Collision Reporting

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

- (a) 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
- (b) within 15 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 working days of a written request from the Company.

Self Certification of Compliance

54.8.7 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, within 90 days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 54.8.3, 54.8.4 and 54.8.5 of this Agreement (the "WRRR Self-certification Report"). The Supplier shall provide updates of the WRRR Self-certification Report to the Company on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Supplier Regarding Subcontractors

54.8.8 The Supplier shall ensure that those of its subcontractors who operate Delivery and Servicing Vehicles to provide the Goods and Services shall:

- (a) comply with Clause 54.8.2; and
- (b) where its subcontractors operates the following vehicles to provide the Goods and Services shall comply with the corresponding provisions of this Agreement:
 - (i) For Lorries – Clauses 54.8.3, 54.8.4, 54.8.5 and 54.8.6; and
 - (ii) For Vans – Clauses 54.8.4, 54.8.5, and 54.8.6,

as if those subcontractors were a party to this Agreement.

Failure to Comply with Work Related Road Risk Obligations

54.8.9 Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Supplier fails to comply with any of Clauses 54.8.2, 54.8.3, 54.8.4, 54.8.5, 54.8.6, 54.8.7 and/or 54.8.8:

- (a) the Supplier has committed a material breach of this Agreement and any Contract; and

- (b) 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).

55 **CompeteFor**

- 55.1 Without prejudice to Clause 34 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 the Agreement and each Contract, to supply goods, works and services to the Supplier.
- 55.2 The Supplier will use all reasonable endeavours to ensure that its sub-contractors (for the purposes of this clause, the "**Supplier's Sub-contractors**") use CompeteFor, on a non-exclusive basis, to make available to other sub-contractors all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier's Sub-contractors.
- 55.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Agreement and each Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Sub-contractors, as required by this Clause 55, and will report this information on a quarterly basis by way of email to the Company Representative.

56 **Criminal Record Declarations**

- 56.1 For the purposes of this Clause 56:
- "**Relevant Individual**" means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier involved in the provision of , or intended to provision of, any aspect of the Goods and Services; and
- "**Relevant Conviction**" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.
- 56.2 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 Declaration shall be procured prior to a Relevant Individual providing any of the Goods and Services. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The

Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 56.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods and Services any Relevant Individual who has disclosed a Relevant Conviction.
- 56.4 The Company shall have the right in accordance with the audit rights set out in Clause 5 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 56 at any time during performance of this Agreement and each Contract.
- 56.5 If the Supplier fails to comply with the requirements under Clauses 56.2 and/or 56.3 the Company may, without prejudice to its rights under Clause 21.1, 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 the Agreement and each Contract and/or Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services unless (in the case of non-compliance with Clause 56.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 56.2.
- 56.6 A persistent breach of Clause 56.2 and/or Clause 56.3 by the Supplier shall entitle the Company to terminate the Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 21.1(a).
- 56.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Agreement and each Contract and/or the Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services.
- 56.8 Nothing in this Clause 56 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Agreement and each Contract and the Supplier's responsibilities in respect of the provision of the Goods and Services remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 56.

Schedule 1 Detailed Terms

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| Company: | London Underground Limited |
| Supplier: | WECS Precision Limited |
| Contract Reference Number: | TfL-00239 Lot 5 |
| Order Title: | The Supply of Vertical Damper Top and bottom mounting bracket |
| Commencement Date | 01 st May 2018 |
| Term | Three (3) years, with the option to extend for a further 12 months. |
| Initial Period | Three (3) years |
| Delivery Programme | See Schedule 4 |
| Delivery Address | Nominated delivery addresses: London Underground Cockfosters Depot Bramley Road, Oakwood, London, N14 4HX London Underground Northfields Depot Northfield Avenue, Ealing, London, W5 4UB Pullman Rail Ltd Leckwith Road, Cardiff, CF11 8HP |
| Supplier's Representative: Address for service of notices: Telephone: Email: | Redacted |
| Company's Representative: Address for service of notices: Telephone: Email: | Redacted |
| Order Price (exclusive of VAT) | See Schedule 2 |

| | |
|---|---|
| Warranty Period | 24 Months from fitment |
| Additional standards pursuant to Clause 3.3(d) and 3.5(d): | See Schedule 3 |
| The Liquidated Damages for delay for the purpose of Clause 10.3 payable for such Goods are: The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 10.3 is every: | Redacted |
| The maximum amount of Liquidated Damages payable under Clause 10.3 expressed as a percentage of the price payable for such Goods is: | Redacted |
| Security required pursuant to Clause 48.1: Bond Parent Company Guarantee | No No |
| Additional Comments/Special Instructions: | 1) Audit of the supplier's compliance to the QP and I&TP to be completed and a First Article Inspection (FAI) undertaken prior to delivery. 2) Periodic Review: The Company and the Supplier shall review the delivery programme and mutually agree any changes the Company deems necessary or appropriate, in accordance with the delivery programme at Schedule 4. . |

Schedule 2
Price and Payment

Price

| Price | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| TfL-00239 Supply of Vertical Damper Top and Bottom Mounting Brackets Lot 5 | | | | | | | | |
| PICCADILLY FLEET - COMMERCIAL & CONFIDENTIAL | | | | | | | | |
| Redacted | | | | | | | | |
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Payment

Redacted

3. If the invoice is approved by the Company then the final date for payment of that invoice will be thirty days after receipt by the Company of the Supplier's invoice.
4. If the invoice is not approved by the Company then the Company shall inform the Supplier within ten working days of receipt of the invoice the reasons why the invoice has not been approved.
5. Payments shall be made by bank transfer (Bank Automated Clearance System – BACS) or such other method that the Company may choose from time to time.

Schedule 3 Specification

Requirements - Contents Sheet

Lot 5 documents

Vertical Damper Top & Bottom mounting brackets - Supply of New

Quantity required;

Vertical Damper Top mounting bracket; between Zero and 912

Vertical Damper Bottom mounting bracket; between Zero and 1,500

Top Damper Bracket:

71-4188 issue 3 - Specification for New 73ts top damper bracket

Bottom Damper Bracket:

71-4189 Issue 1 – Specification for New 73ts bottom damper bracket

Top and Bottom Damper Bracket:

51512 Issue C – Detail of Vertical Damper and Brackets

Redacted

1. General Requirements

Tube Lines Limited (TLL) maintain the 1973 Tube Stock fleet for the Piccadilly Line, part of the London Underground network. This specification is for the manufacture of the damper top mounting bracket assembly, TLL part number 71/4188, which is attached to the car body. This is part of the vertical damper system between the car body and the bogie.

The service provided by the Supplier shall comprise of the following activities:

- The manufacture and delivery to the TLL's delivery point of complete assembled components.
- The components shall be manufactured to the specifications of London Underground drawing number 51512, issue C. The required assembly is shown as item 2 on the drawing.
- It is the Supplier's responsibility to ensure that the final components supplied are fully compliant with drawing 51512, issue C, item 2, and with this specification.
- It is the Supplier's responsibility to ensure delivery of the component to the agreed schedule.
- It is the Supplier's responsibility to ensure that pre-delivery NDT inspection of the component (visual, magnetic particle inspection and radiography) is completed to the required standards.
- The Supplier shall report any non-compliance with the drawings or standards referenced for this specification to TLL in a timely fashion.
- Any non-compliances or changes to specification will be subject to TLL's "Change to Rolling Stock" or concession processes and must be accompanied by a variation request. Whether such requests are granted will be dependent upon their nature and the consequent effect upon the functionality of the component.

2. Technical Description

Referring to drawing 51512, issue C, the damper top mounting bracket assembly is composed of the following components:

- Casting (item 3), produced from steel to BS3100 1991: A2,
- Pin (item 4), produced from steel to BS 970 070M20,
- Bracket Safety Lug (items 5 & 6), produced from steel to BS 4360 grade 43A.

These items are attached by welding to produce the complete assembly. The weld details for the pin attachment are shown in drawing 51512, issue C, these being a 5mm continuous fillet on the pin base, and a 4mm continuous fillet on the rear of the pin. The details of the safety lug welds are not shown on the drawing, and so these are detailed in the drawing extract shown in figure 1. The lugs are to be welded to the bottom edge of the casting in the positions shown, using a continuous fillet with throat length of 6mm.

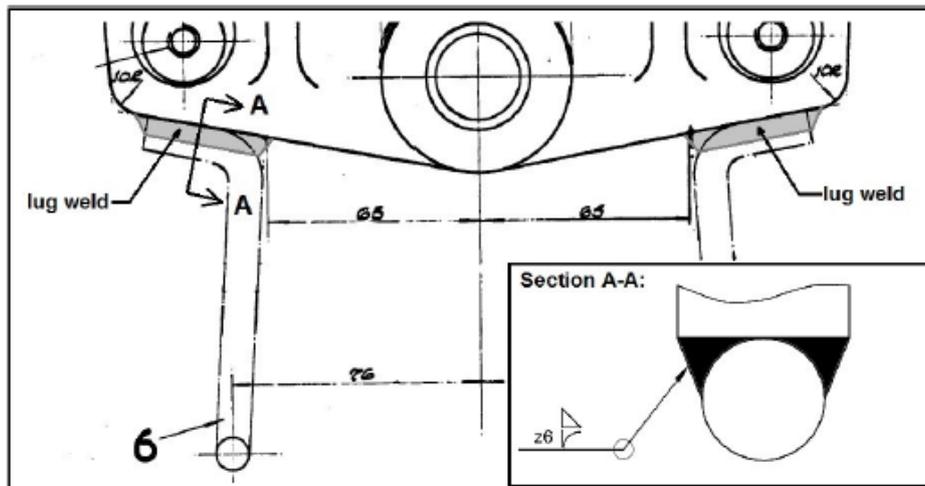


Figure 1. Safety lug weld detail

3. Welding

The Supplier is required to generate suitable Welding Procedure Specifications (WPS) for each of the required welding operations. These will be compatible with the material of the castings, pins and safety lugs, and will conform to the requirements of BS 4570: 1985 (Fusion Welding of Steel Castings). These processes will be submitted to TLL for approval before the commencement of manufacture. Each WPS will be based on a relevant Weld Process Approval Record (WPAR) held by the Contractor, which have been approved in accordance with BS EN

15614-1 (Specification and Qualification of Welding Procedures for Metallic Materials – Welding Procedure Test - Part 1: Arc and Gas Welding of Steels and Arc Welding of Nickel and Nickel Alloys). Welding staff will have been qualified to the specified welding processes in accordance with BS EN ISO 9606-1 (Qualification Test of Welders – Fusion Welding - Part 1: Steels).

4. Inspection

Castings are to be subject to radiographic examination and assessment to ASTM E-446 Level 3. A 10% casting sample size is to be applied.

Castings are also to be subject to 100% visual examination to BS EN ISO 11971:2008 'Steel and iron castings, visual examination of surface quality'. No surface-breaking defects are permitted.

All welds are to be visually inspected in accordance with BS EN ISO 17637: 2011 (Non-Destructive Testing of Welds - Visual Testing of Fusion Welded Joints). Additionally, the fillet welds between the casting and pin are also to be proven to be crack-free by Magnetic Particle Inspection (MPI). MPI examination is to be undertaken in accordance with BS EN ISO 9934-1: 2015 (Non-Destructive Testing – Magnetic Particle Testing – General Principles). Acceptance criteria for any cracks revealed will be to BS EN ISO 23278:2015 (Non-destructive testing of welds – Magnetic particle testing – Acceptance levels). Acceptance level 1 is to be applied.

These items will be subject to a First Article Inspection (FAI). The Supplier shall provide documentary evidence if requested by TLL to demonstrate that the materials used, and the production and inspection processes employed, meet the requirements of this specification.

For clarity, figures 2 and 3 show an example of a complete component meeting the requirements of this specification.

5. Reference Documents

51512 issue C: Drawing – Detail of Vertical Damper & Brackets



Figure 2. Complete damper bracket – front view



Figure 3. Complete damper bracket – rear view

Redacted

1. GENERAL REQUIREMENTS

Tube Lines Limited (TLL) maintain the 1973 Tube Stock fleet for the Piccadilly Line, part of the London Underground network. This specification is for the manufacture of the vertical damper bottom mounting bracket assembly, TLL part number 71/4189, which is attached to the bogie frame. This is part of the vertical damper system between the car body and the bogie.

The service provided by the Supplier shall comprise of the following activities:

- The manufacture and delivery to TLL's nominated delivery point of complete assembled components.
- The components shall be manufactured to the requirements of drawing number 51512, issue C and this specification. The required assembly is shown as item 7 on the drawing.
- It is the Supplier's responsibility to ensure that the final components supplied are fully compliant with drawing 51512, issue C, item 7, and with this specification.
- It is the Supplier's responsibility to ensure delivery of the component to the agreed schedule.
- It is the Supplier's responsibility to ensure that pre-delivery NDT inspection of the component (visual, magnetic particle inspection and radiography) is completed to the required standards.
- The Supplier shall report any non-compliance with the drawings or standards referenced in this specification to TLL in a timely fashion.
- Any non-compliances or changes to specification will be subject to TLL's "Change to Rolling Stock" assurance process and must be accompanied by a variation request. Whether such requests are granted will be dependent upon their nature and the consequent effect upon the functionality of the component.

Technical Specification

Vertical Damper Bottom Mounting Bracket Ref.71/4189, Issue 1



2. TECHNICAL DESCRIPTION

2.1 Component Parts

Referring to drawing 51512, issue C, the damper bottom mounting bracket assembly is composed of the following components:

- Cast base (item 8), produced from steel to BS3100 1991: A2,
- Pin/boss (item 9), produced from steel to BS 970 070M20.

Figure 1 shows the general arrangement of the component.

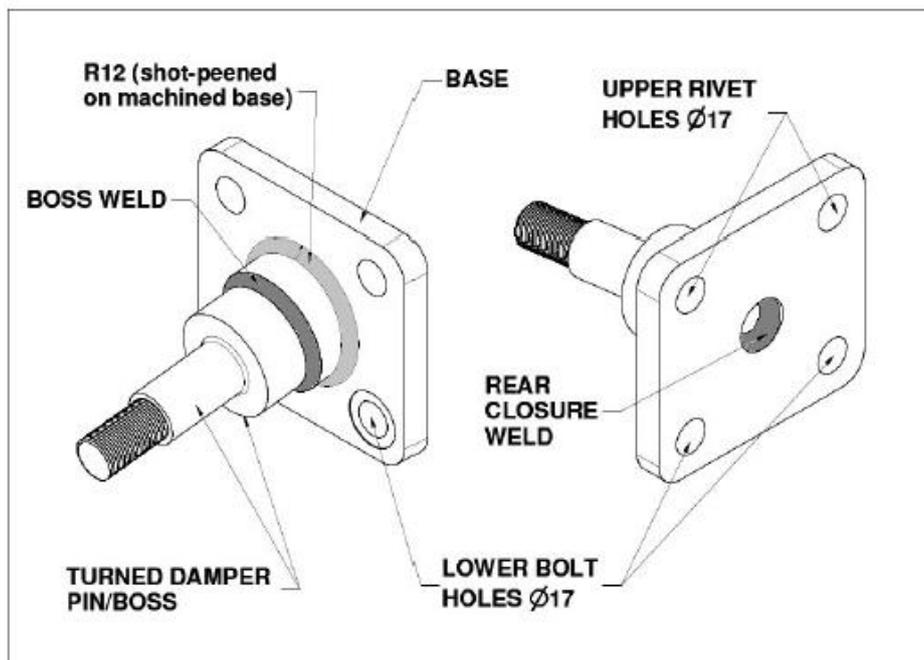


Figure 1. Damper bottom mounting bracket general arrangement

2.2 Alternative Base Manufacture

As an alternative to casting, the base (item 8) may be machined from solid material to BS EN 10025 S355 J2+N, with a maximum surface roughness of 3.2 μ m or better. To reduce the likelihood of fatigue crack initiation, the surface of the machined part on, and immediately

Technical Specification

Vertical Damper Bottom Mounting Bracket Ref.71/4189, Issue 1



adjacent to, the 12mm radius must be shot-peened. Shot-peening shall be performed to AMS2430, revision T, 0.010-0.014" Almen A, using 230H steel shot media at 200% coverage.

2.3 Assembly

These items are attached by welding to produce the complete assembly. The weld details for the pin attachment are shown in drawing 51512, issue C, these being a 5mm continuous fillet between the pin boss and base, and a 4mm continuous fillet between the rear of the pin and the base.

3. WELDING REQUIREMENTS

Welding processes should be developed in accordance with BS EN 1011 (Welding-Recommendations for Welding of Metallic Materials) Part 1: 2009 and Part 2: 2001 and, if cast bases are employed, BS 4570: 1985 (Fusion Welding of Steel Castings).

The Supplier is required to generate suitable Welding Procedure Specifications (WPS) for each of the required welding operations. These will be compatible with the material of the bracket components, and will be submitted to TLL for approval prior to the commencement of manufacture. Each WPS will be based on a relevant Welding Procedure Qualification Record (WPQR) held by the Supplier, the process having been qualified in accordance with BS EN ISO 15614-1: 2004 + A2: 2012 (Specification and Qualification of Welding Procedures for Metallic Materials, Welding Procedure Test, Arc and Gas Welding of Steels and Arc Welding of Nickel and Nickel Alloys).

Welding staff will have been qualified to the specified welding processes in accordance with BS EN ISO 9606-1:2013 (Qualification Testing of Welders, Fusion Welding, Steels).

All welds are to be proven to meet the required quality levels by Visual and Magnetic Particle Inspection, as detailed in section 4.

A high standard of weld finish is required in order to minimize the generation of stress-raisers in the finished component. Under-cutting is not permitted at any point. Any spatter is to be removed from the base, and the machined/threaded surfaces of the pin are to be suitably protected from spatter during welding.

4. INSPECTION

If castings are employed, these are to be subject to radiographic examination and assessment to ASTM E-446 Level 3. A 10% casting sample size is to be applied.

Technical Specification

Vertical Damper Bottom Mounting Bracket Ref.71/4189, Issue 1



Castings are also to be subject to 100% visual examination to BS EN ISO 11971:2008 (Steel and Iron Castings-Visual Examination of Surface Quality). No surface-breaking defects are permitted.

All welds are to be visually inspected in accordance with BS EN ISO 17637: 2011 (Non-Destructive Testing of Welds - Visual Testing of Fusion Welded Joints). Additionally, all welds are to be proven to be crack-free by Magnetic Particle Inspection (MPI). MPI examination is to be undertaken in accordance with BS EN ISO 9934-1: 2015 (Non-Destructive Testing – Magnetic Particle Testing – General Principles) and BS EN ISO 17638: 2009 (Non-destructive Testing of Welds-Magnetic Particle Testing). The acceptance criterion to be applied is BS EN ISO 5817:2014 (Welding — Fusion-Welded Joints in Steel, Nickel, Titanium and their Alloys — Quality Levels for Imperfections), quality level B, with the addition that no undercutting is permitted.

Due to their safety-critical function, these items will be subject to a First Article Inspection (FAI). The Supplier shall provide relevant documentary evidence as requested by TLL to demonstrate that the materials used, and the production and inspection processes employed, meet the requirements of this specification.

For clarity, figures 2 and 3 show an example of a complete component meeting the requirements of this specification.

5. SURFACE PROTECTION

Completed assemblies are to be protected from surface corrosion by application of a suitable wax/oil-based metal preservative.

6. REFERENCE DOCUMENTS

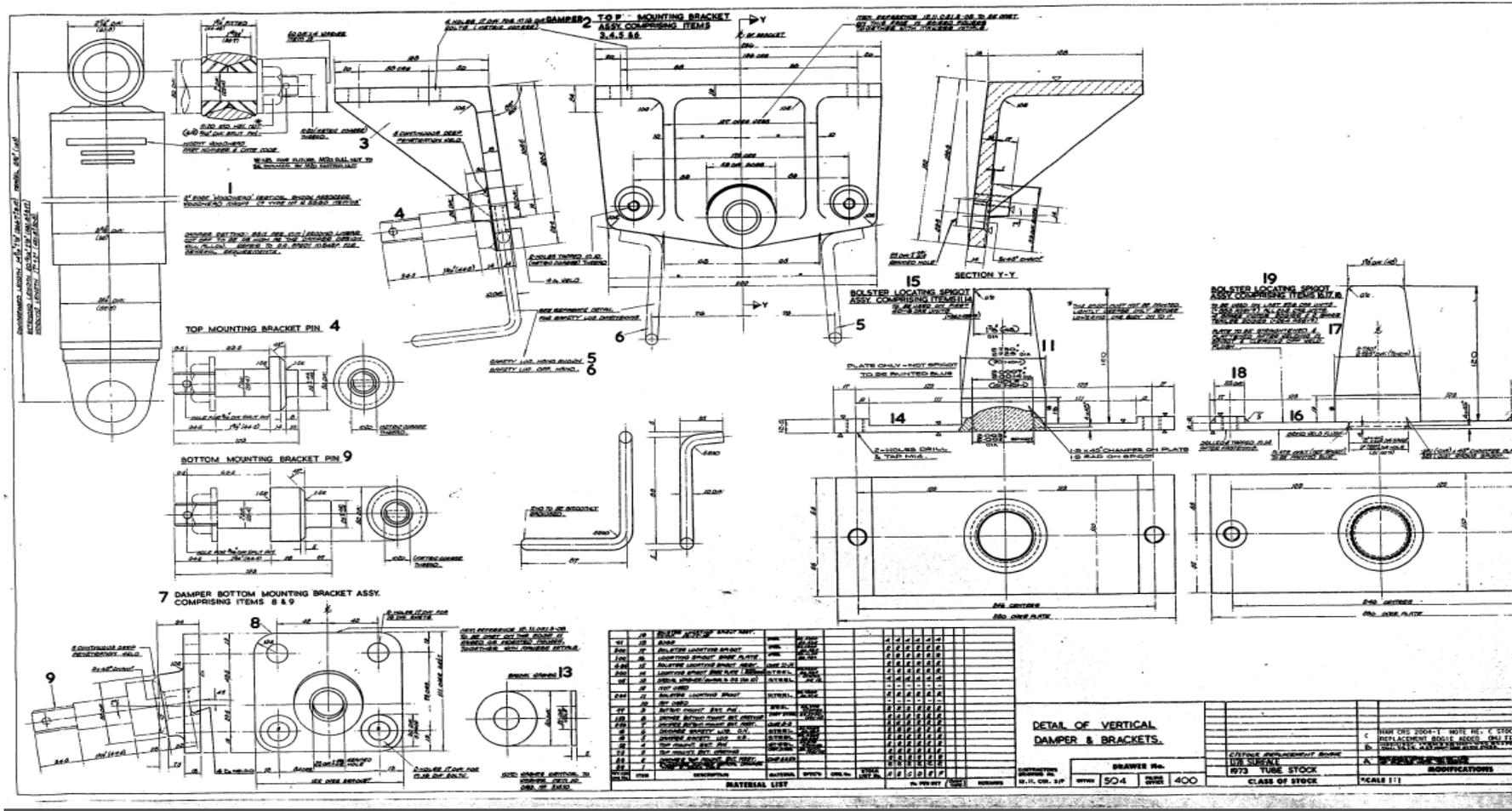
- London Transport Board drawing 51512 issue C, 'Detail of Vertical Damper & Brackets'.



Figure 2. Complete damper bracket – front view



Figure 3. Complete damper bracket – rear view



Schedule 4 Delivery Programme

| Delivery Location | Cockfosters | Pullman | |
|---------------------------------|---|---|---|
| | Top Damper Mounting Bracket (Top Carbody) | Vertical Damper Mounting Bracket (Truck Bottom) | These delivery Dates are based on Week Ending Dates - Requirement is to delivery within that week unless agreed otherwise |
| Description | | | |
| Part Number | 71/4188 | 71/4189 | |
| Units (3 Cars) | | | |
| Remaining In Programme | 60 | 120 | |
| Stock hold on 16/04/2018 | 333 | 60 | |
| % Failure rate After Testing | | | |
| Total Qty. | 720 | 1440 | |
| Qty. Per Bogie | | 2 | |
| Qty. per 3 car unit | 12 | 12 | |
| Total Scheduled Qty. | 276 | 1140 | |
| Date | Quantity 1 | Quantity 2 | Review Point |
| 06/04/2018 | | | |
| 13/04/2018 | | | |
| 20/04/2018 | | | |
| 27/04/2018 | | | |
| 04/05/2018 | | | |
| 11/05/2018 | | | |
| 18/05/2018 | | | |
| 25/05/2018 | | | |
| 01/06/2018 | 1 | | |
| 08/06/2018 | | | |
| 15/06/2018 | | | |
| 22/06/2018 | | | |
| 29/06/2018 | | | |
| 06/07/2018 | 2 | 30 | Quality Audit |
| 13/07/2018 | | | |
| 20/07/2018 | | | |
| 27/07/2018 | | | |
| 03/08/2018 | 3 | | |
| 10/08/2018 | | | |
| 17/08/2018 | | | |
| 24/08/2018 | | | |
| 31/08/2018 | | | |
| 07/09/2018 | 4 | 30 | Review Point |
| 14/09/2018 | | | |
| 21/09/2018 | | | |
| 28/09/2018 | | | |
| 05/10/2018 | 1 | | |
| 12/10/2018 | | | |
| 19/10/2018 | | | |
| 26/10/2018 | | | |
| 02/11/2018 | 2 | 12 | Quality Audit |
| 09/11/2018 | | | |
| 16/11/2018 | | | |
| 23/11/2018 | | | |
| 30/11/2018 | | | |
| 07/12/2018 | 3 | | |

Delivery Location Cockfosters Pullman

Top Damper
Mounting
Bracket (Top
Carbody) Vertical
Damper
Mounting
Bracket (Truck
Bottom)

These delivery Dates are based on Week Ending
Dates - Requirement is to delivery within that week
unless agreed otherwise

| | | |
|---------------------------|---------|---------|
| Description | | |
| Part Number | 71/4188 | 71/4189 |
| Units (3 Cars) | | |
| Remaining In Programme | 60 | 120 |

| | | |
|-------------------------------------|-----|----|
| Stock hold on 16/04/2018 | 333 | 60 |
|-------------------------------------|-----|----|

| | | |
|---------------------------------|-----|------|
| % Failure rate After Testing | | |
| Total Qty. | 720 | 1440 |
| Qty. Per Bogie | | 2 |
| Qty. per 3 car unit | 12 | 12 |
| Total Scheduled Qty. | 276 | 1140 |

| Date | Quantity 1 | Quantity 2 | Review Point |
|------------|------------|------------|--------------|
| 14/12/2018 | | | |
| 21/12/2018 | | | |
| 28/12/2018 | | | |
| 04/01/2019 | 4 | 60 | Review Point |
| 11/01/2019 | | | |
| 18/01/2019 | | | |
| 25/01/2019 | | | |
| 01/02/2019 | 1 | | |
| 08/02/2019 | | | |
| 15/02/2019 | | | |
| 22/02/2019 | | | |
| 01/03/2019 | | | |
| 08/03/2019 | 2 | 60 | Review Point |
| 15/03/2019 | | | |
| 22/03/2019 | | | |
| 29/03/2019 | | | |
| 05/04/2019 | 3 | | |
| 12/04/2019 | | | |
| 19/04/2019 | | | |
| 26/04/2019 | | | |
| 03/05/2019 | 4 | 24 | Review Point |
| 10/05/2019 | | | |
| 17/05/2019 | | | |
| 24/05/2019 | | | |
| 31/05/2019 | | | |
| 07/06/2019 | 1 | | |
| 14/06/2019 | | | |
| 21/06/2019 | | | |
| 28/06/2019 | | | |
| 05/07/2019 | 2 | 60 | Review Point |
| 12/07/2019 | | | |
| 19/07/2019 | | | |
| 26/07/2019 | | | |
| 02/08/2019 | 3 | | |
| 09/08/2019 | | | |
| 16/08/2019 | | | |
| 23/08/2019 | | | |
| 30/08/2019 | | | |
| 06/09/2019 | 4 | 24 | Review Point |

| Delivery Location | Cookfosters | Pullman |
|-------------------|---|---|
| | Top Damper Mounting Bracket (Top Carbody) | Vertical Damper Mounting Bracket (Truck Bottom) |

These delivery Dates are based on Week Ending Dates - Requirement is to delivery within that week unless agreed otherwise

| | | |
|------------------------|---------|---------|
| Description | | |
| Part Number | 71/4188 | 71/4189 |
| Units (3 Cars) | | |
| Remaining In Programme | 60 | 120 |

| | | |
|--------------------------|-----|----|
| Stock hold on 16/04/2018 | 333 | 60 |
|--------------------------|-----|----|

| | | |
|------------------------------|-----|------|
| % Failure rate After Testing | | |
| Total Qty. | 720 | 1440 |
| Qty. Per Bogie | | 2 |
| Qty. per 3 car unit | 12 | 12 |
| Total Scheduled Qty. | 276 | 1140 |

| Date | Quantity 1 | Quantity 2 | Review Point |
|------------|------------|------------|--------------|
| 13/09/2019 | | | |
| 20/09/2019 | | | |
| 27/09/2019 | | | |
| 04/10/2019 | 1 | | |
| 11/10/2019 | | | |
| 18/10/2019 | | | |
| 25/10/2019 | | | |
| 01/11/2019 | 2 | 60 | Review Point |
| 08/11/2019 | | | |
| 15/11/2019 | | | |
| 22/11/2019 | | | |
| 29/11/2019 | | | |
| 06/12/2019 | 3 | | |
| 13/12/2019 | | | |
| 20/12/2019 | | | |
| 27/12/2019 | | | |
| 03/01/2020 | 4 | 24 | Review Point |
| 10/01/2020 | | | |
| 17/01/2020 | | | |
| 24/01/2020 | | | |
| 31/01/2020 | | | |
| 07/02/2020 | 1 | | |
| 14/02/2020 | | | |
| 21/02/2020 | | | |
| 28/02/2020 | | | |
| 06/03/2020 | 2 | 60 | Review Point |
| 13/03/2020 | | | |
| 20/03/2020 | | | |
| 27/03/2020 | | | |
| 03/04/2020 | 3 | | |
| 10/04/2020 | | | |
| 17/04/2020 | | | |
| 24/04/2020 | | | |
| 01/05/2020 | 4 | 48 | Review Point |
| 08/05/2020 | | | |
| 15/05/2020 | | | |
| 22/05/2020 | | | |
| 29/05/2020 | | | |
| 05/06/2020 | 1 | | |

| Delivery Location | Cockfosters | Pullman | |
|------------------------------|---|---|---|
| | Top Damper Mounting Bracket (Top Carbody) | Vertical Damper Mounting Bracket (Truck Bottom) | |
| | | | These delivery Dates are based on Week Ending Dates - Requirement is to delivery within that week unless agreed otherwise |
| Description | | | |
| Part Number | 71/4188 | 71/4189 | |
| Units (3 Cars) | | | |
| Remaining In Programme | 60 | 120 | |
| Stock hold on | 333 | 60 | |
| 16/04/2018 | | | |
| % Failure rate After Testing | | | |
| Total Qty. | 720 | 1440 | |
| Qty. Per Bogie | | 2 | |
| Qty. per 3 car unit | 12 | 12 | |
| Total Scheduled Qty. | 276 | 1140 | |
| Date | Quantity 1 | Quantity 2 | Review Point |
| 12/06/2020 | | | |
| 19/06/2020 | | | |
| 26/06/2020 | | | |
| 03/07/2020 | 2 | 60 | Review Point |
| 10/07/2020 | | | |
| 17/07/2020 | | | |
| 24/07/2020 | | | |
| 31/07/2020 | | | |
| 07/08/2020 | 3 | | |
| 14/08/2020 | | | |
| 21/08/2020 | | | |
| 28/08/2020 | | | |
| 04/09/2020 | 4 | 24 | 60 |
| 11/09/2020 | | | Review Point |
| 18/09/2020 | | | |
| 25/09/2020 | | | |
| 02/10/2020 | 1 | | |
| 09/10/2020 | | | |
| 16/10/2020 | | | |
| 23/10/2020 | | | |
| 30/10/2020 | | | |
| 06/11/2020 | 2 | 60 | Review Point |
| 13/11/2020 | | | |
| 20/11/2020 | | | |
| 27/11/2020 | | | |
| 04/12/2020 | 3 | | |
| 11/12/2020 | | | |
| 18/12/2020 | | | |
| 25/12/2020 | | | |
| 01/01/2021 | 4 | 48 | 60 |
| 08/01/2021 | | | Review Point |
| 15/01/2021 | | | |
| 22/01/2021 | | | |
| 29/01/2021 | | | |
| 05/02/2021 | 1 | | |
| 12/02/2021 | | | |
| 19/02/2021 | | | |
| 26/02/2021 | | | |
| 05/03/2021 | 2 | 60 | Review Point |

| Delivery Location | Cookfosters | Pullman | |
|---|---|---|-----------------|
| | Top Damper Mounting Bracket (Top Carbody) | Vertical Damper Mounting Bracket (Truck Bottom) | |
| These delivery Dates are based on Week Ending Dates - Requirement is to delivery within that week unless agreed otherwise | | | |
| Description | | | |
| Part Number | 71/4188 | 71/4189 | |
| Units (3 Cars) | | | |
| Remaining In Programme | 60 | 120 | |
| Stock hold on | | | |
| 16/04/2018 | 333 | 60 | |
| % Failure rate After Testing | | | |
| Total Qty. | 720 | 1440 | |
| Qty. Per Bogie | | 2 | |
| Qty. per 3 car unit | 12 | 12 | |
| Total Scheduled Qty. | 276 | 1140 | |
| Date | Quantity 1 | Quantity 2 | Review Point |
| 12/03/2021 | | | |
| 19/03/2021 | | | |
| 28/03/2021 | | | |
| 02/04/2021 | 3 | | |
| 09/04/2021 | | | |
| 16/04/2021 | | | |
| 23/04/2021 | | | |
| 30/04/2021 | | | |
| 07/05/2021 | 4 | 24 | 60 Review Point |
| 14/05/2021 | | | |
| 21/05/2021 | | | |
| 28/05/2021 | | | |
| 04/06/2021 | 1 | | |
| 11/06/2021 | | | |
| 18/06/2021 | | | |
| 25/06/2021 | | | |
| 02/07/2021 | 2 | | 60 Review Point |
| 09/07/2021 | | | |
| 16/07/2021 | | | |
| 23/07/2021 | | | |
| 30/07/2021 | | | |
| 06/08/2021 | 3 | | |
| 13/08/2021 | | | |
| 20/08/2021 | | | |
| 27/08/2021 | | | |
| 03/09/2021 | 4 | 48 | 60 Review Point |
| 10/09/2021 | | | |
| 17/09/2021 | | | |
| 24/09/2021 | | | |
| 01/10/2021 | 1 | | |
| 08/10/2021 | | | |
| 15/10/2021 | | | |
| 22/10/2021 | | | |
| 29/10/2021 | | | |
| 05/11/2021 | 2 | | 60 Review Point |
| 12/11/2021 | | | |
| 19/11/2021 | | | |
| 26/11/2021 | | | |
| 03/12/2021 | 3 | | |

Delivery Location Cookfosters Pullman

Top Damper
Mounting
Bracket (Top
Carbody) Vertical
Damper
Mounting
Bracket (Truck
Bottom)

These delivery Dates are based on Week Ending
Dates - Requirement is to delivery within that week
unless agreed otherwise

| | | | |
|---------------------------------|------------|------------|----------------------|
| Description | | | |
| Part Number | 71/4188 | 71/4189 | |
| Units (3 Cars) | | | |
| Remaining In Programme | 60 | 120 | |
| Stock hold on 16/04/2018 | 333 | 60 | |
| % Failure rate After Testing | | | |
| Total Qty. | 720 | 1440 | |
| Qty. Per Bogie | | 2 | |
| Qty. per 3 car unit | 12 | 12 | |
| Total Scheduled Qty. | 276 | 1140 | |
| Date | Quantity 1 | Quantity 2 | Review Point |
| 10/12/2021 | | | |
| 17/12/2021 | | | |
| 24/12/2021 | | | |
| 31/12/2021 | | | |
| 01/01/2022 | 4 | 48 | 60 Review Point |

Schedule 5

Contract Variation Procedure

- 1 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 Part A of the Variation Proposal 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 thirty (30) 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 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 the relevant Contract shall thereupon be varied accordingly.
- 3 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 thirty (30) 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 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 the relevant Contract shall thereupon be varied accordingly.
- 4 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 seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
- 5 The price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the quantity of Goods to be supplied and extent of the Services to be carried out.
- 6 In an emergency, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
- 7 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.

- 8 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2.
- 9 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 the Agreement and the relevant Contract, including, but not limited to the Specification and the Order Programme.
- 10 Strict adherence to the procedure described in this Schedule 5 shall be a condition precedent to any addition to the price for the Goods and Services. If the Supplier does not adhere to each paragraph in this Schedule 5 then the Supplier shall not be entitled to any addition to the price notwithstanding that the Supplier may have supplied additional or varied Goods and/or Services.

Appendix 1
Form of Variation Proposal/Variation Order

| | |
|------------|--------------|
| To: | From: |
|------------|--------------|

Contract Reference Number:
Order Number:
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 Order Delivery Date and/or Order Completion 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: | |
| Variation Authorisation | |
| Company's Representative: | |
| Print Name: Signature: Date: | |

Schedule 6
Quality and Safety Plan

Redacted

in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of:-)

.....

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by)

and

) Authorised Signatory

)

) Authorised Signatory

Executed as a Deed by [NEW COMPANY]

)

acting by

)

) Authorised Signatory

and

)

) Authorised Signatory

Schedule 8
Not used

- (i) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;
 - (ii) the selection of all goods and materials comprised in the Sub-Contract Supply (in so far as such goods and materials have been or will be selected by the Sub-Contractor);
 - (iii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Supplier and the Sub-Contractor in relation to the Sub-Contract Supply (the “**Sub-Contract**”);
 - (iv) the execution and completion of the Sub-Contract Supply;
 - (v) the Sub-Contract Supply will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);
- (c) the Sub-Contract Supply will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and
- (d) it has the right to grant to the Company all licences (including without limitation all rights to sub-licence) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Supply shall include any part of the Sub-Contract Supply. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Supplier is granted an extension of time under the Main Contract for completion of the Supply:

- (a) Execute and complete the Sub-Contract Supply in accordance with the provisions of the Sub-Contract; and
 - (b) ensure that the Supplier shall not become entitled to any extension of time for completion of the Supply or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.
3. The Sub-Contractor shall from time to time supply the Company and the Supplier with such information as either may reasonably require.
4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Supplier, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:
- (a) understanding the Supply;
 - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Supply;
 - (c) extending, interfacing with, integrating with, connecting into and adjusting the Supply;
 - (d) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the Underground Network (as such capitalised terms are defined in the Main Contract);
 - (e) executing and completing the Supply; and
 - (f) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the Underground Network (as such capitalised terms are defined in the Main Contract)

provided always that the Supplier shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Sub-Contractor.

For the purposes of this Clause, the term “**Documents**” shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:

(a) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company’s expense to provide copies of any such material; and

(b) at the Sub-Contractor’s expense to provide the Company with a set of all such material on completion of the Sub-Contract Supply.

6. The parties hereby agree that:

(a) this Agreement shall be personal to the Sub-Contractor;

(b) the Company may assign the benefit of this Agreement to any third party;

(c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.

7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Supply, he has professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Supply. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Supply provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor’s insurance claims record.

8. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Supply which raises issues which are in opinion of the

Company the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Company and the Supplier and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Supply to the adjudicator, conciliator, arbitrator or other party (the "**Appointed Party**") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.

9. (a) Neither the Sub-Contractor nor the Supplier shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Supplier or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Supplier's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.
- (b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Supplier (a "**Step-in Notice**") that the Company or its appointee shall henceforth become the Supplier under the Sub-Contract in accordance with the terms of sub-clause (c) below.
- (c) With effect from the date of the service of any Step-in Notice:
 - (i) the Company or its appointee shall be substituted in the Sub-Contract as the Supplier thereunder in place of the Supplier and references in the Sub-Contract to the Supplier shall be construed as references to the Company or its appointee;
 - (ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or

suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;

- (iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Supplier thereunder which fall to be performed after the date of the Step-in Notice and shall promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and
 - (iv) the Supplier shall be released from further performance of the duties and obligations of the Supplier under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:
 - (1) the Sub-Contractor against the Supplier in respect of any matter or thing done or omitted to be done by the Supplier on or before the date of the Step-in Notice; and
 - (2) the Supplier against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.
 - (d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.
10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Supplier under the Sub-Contract.
11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.
12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.

13. Nothing contained in this Agreement shall in any way limit the obligations of the Supplier to the Company arising under the Main Contract or otherwise undertaken by the Supplier to the Company in relation to the Sub-Contract Supply.
14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.
15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as deed by the parties and delivered on the date of this Agreement.

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of:-)

.....

[Authorised Signatory]

Executed as a Deed by [SUB-CONTRACTOR])

acting by)

) Authorised Signatory

and)

) Authorised Signatory

Executed as a Deed by [SUPPLIER])

acting by)

) Authorised Signatory

and)

) Authorised Signatory

Schedule 10

EXECUTION PAGE:

Executed as a deed by the parties and delivered on the date of this Contract

Executed as a deed by affixing the Common Seal of)
London Underground Limited)
in the presence of:-)

.....Redacted.....
Authorised Signatory

Executed as a Deed by WECS Precision Limited)
acting by)Redacted.....
) Authorised Signatory

and)Redacted.....
) Authorised Signatory