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 signedoff 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 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 <u>Amendments</u> 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.

.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 ***="" acs="" ref.=""></contract> | | | | |
| ompany | | | | |
| Company's Representative | | | | |
| Supplier: | | | | |
| | | | | |
| Details of Audit: | | | | |
| < Description of audit to be carr | ied out > | | | |
| | | | | |
| Date of Audit: | Audite | or: | | |
| Insert Date > | < Inse | rt 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 <u>Examination of individual payslips of persons paid in full (or in part) on a productivity</u> 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 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 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;
 - 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-00927 - 1FM Bundle 3 Lot 3 - Mechanical, Electrical, Fabric and Premises Maintenance (Surface & Head Office Facilities) - Maintenance Operatives and Core Team Audit Records".

B3.6 <u>Timescales</u>

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

C.1.1.1 Confirm that requisitions and purchase orders identify the Period of hire and that requisitions have been authorised.

C.1.2 Post Order

- C.1.2.1 Verify equipment deliveries are checked and align with orders.
- C.1.2.2 Check a procedure is in place to ensure equipment is off hired in a timely manner.
- C.1.2.3 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.
- C.1.2.4 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.
- C.1.2.5 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.

- 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.
- C2.2.2 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

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.

C.3.4 Filing

A file shall be established entitled with the "TFL-00927 - 1FM Bundle 3 Lot 3 - Mechanical, Electrical, Fabric and Premises Maintenance (Surface & Head Office Facilities) – 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.
- 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.

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-00927 1FM Bundle 3 Lot 3 Mechanical, Electrical, Fabric and Premises Maintenance (Surface & Head Office Facilities) 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.

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 subcontracts; 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:
 - 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 <u>Audit Objectives E.1.1.2, E.1.1.4 & E.1.1.5</u>
- 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:
 - 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;
 - 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
- 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.

E.3.4 Filing

A file shall be established entitled with the "TFL-00927 - 1FM Bundle 3 Lot 3 - Mechanical, Electrical, Fabric and Premises Maintenance (Surface & Head Office

Facilities) - Sub-contractor Audit Records".

E.3.5 <u>Timescales</u>

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.

PART F: NOT USED

PART G: Tfl BUSINESS AREAS AND DELIVERY UNITS

- 1.1 "<u>Delivery Unit</u>" means the sub-divisions of TfL Business Areas identified in Schedule 12b (Performance Measurement Matrix) under the heading of Delivery Unit.
- 1.2 "<u>TfL Business Area</u>" 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 3.3 (M&E and 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 3.3 (M&E and 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

Mechanical, Electrical and Fabric Maintenance Specification Bundle 3 Lot 3

COMMERCIAL IN CONFIDENCE

(FINAL V4.0: 31 May 2016)



Contents

| 7 | Scop |)e | |
|----|------|--|-----|
| | 1.1 | General Scope of Services | . 1 |
| | 1.2 | Nature of the Sites in Scope | . 1 |
| | 1.3 | TfL Business Units in Scope | . 1 |
| 2 | Ge | neral Requirements | . 2 |
| | 2.1 | Account Management Team | 2 |
| | 2.2 | Security Vetting | 2 |
| | 2.3 | Security Passes | 2 |
| | 2.4 | Keys and Access | 3 |
| | 2.5 | Appearance, Dress Code and Behaviour | 3 |
| | 2.6 | Building Records Management | 3 |
| | 2.7 | Materials and Equipment | 4 |
| | 2.8 | On-Site Storage & Accommodation | 6 |
| | 2.9 | Temporary Hoardings | 6 |
| | 2.10 | Utilities | 7 |
| | 2.11 | Removal and Management of Waste | 7 |
| | 2.12 | The Company's Helpdesk and Local Reporting Systems | 7 |
| | 2.13 | Additional Works | 7 |
| | 2.14 | General | 7 |
| 3. | Ski | lls and Training | 9 |
| | 3.1 | Skills and Qualifications of Supplier Staff | 9 |
| | 3.2 | Company Mandatory Safety Training of Supplier Staff | 9 |
| | 3.3 | Training Plan | 9 |
| 4 | TfL | . head offices1 | 1 |
| | 4.1 | Locations and Hours of Work1 | 1 |
| | 4.2 | Scope of Services1 | 1 |
| | 4.3 | Standards1 | 3 |
| | 4.4 | Services Specification1 | 3 |
| | 4.5 | Maintenance Approach1 | 5 |
| | 4.6 | Maintenance Approach 11 | 5 |
| | 4.7 | Criticality Focused Maintenance (CFM) Review (first 12 months) 1 | 6 |
| | 4.8 | Step 1 – Full Asset Validation and Condition Survey 1 | 6 |



| | 4.9 | Step 2 – Identification of Critical and Non-Critical Assets | . 17 |
|---|------|---|------|
| | 4.10 | Step 3 – Completion of Failure Mode, Effects and Criticality Analysis | . 18 |
| | 4.11 | Step 4 – Maintenance Strategy 2: Recommended Maintenance Regimes. | . 18 |
| | 4.12 | On-going Review of Criticality Focused Maintenance Implementation | .19 |
| | 4.13 | Annual Maintenance Planning | . 20 |
| | 4.14 | Planned Maintenance Service Delivery | . 20 |
| | 4.15 | Planned Preventative Maintenance (PPM) Service Delivery | . 20 |
| | 4.16 | Reactive Maintenance Service Delivery | . 21 |
| | 4.17 | Forward Maintenance Planning | . 22 |
| | 4.18 | Critical Maintenance | . 22 |
| | 4.19 | Interfaces with the Company's Third Party Suppliers | . 23 |
| 5 | Vic | toria Coach Station | . 24 |
| | 5.1 | Locations and Hours of Work | . 24 |
| | 5.2 | Scope of Services | . 24 |
| | 5.3 | Standards | . 25 |
| | 5.4 | Services Specification | 26 |
| | 5.5 | Maintenance Approach | 27 |
| | 5.6 | Maintenance Approach 1 (First 12 Months) | 28 |
| | 5.7 | Criticality Focused Maintenance (CFM) Review (First 12 Months) | 29 |
| | 5.8 | Step 1 – Full Asset Validation and Condition Survey | 29 |
| | 5.9 | Step 2 – Identification of Critical and Non-Critical Assets | 30 |
| | 5.10 | Step 3 – Completion of Failure Mode, Effects and Criticality Analysis | 30 |
| | 5.11 | Step 4 – Maintenance Strategy 2 | 31 |
| | 5.12 | On-going Review of Criticality Focused Maintenance Implementation | 32 |
| | 5.13 | Annual Maintenance Planning (Maintenance Approach 2) | 33 |
| | 5.14 | Planned Maintenance Service Delivery | 33 |
| | 5.15 | Planned Preventative Maintenance (PPM) Service Delivery | 33 |
| | 5.16 | Reactive Maintenance Service Delivery | 34 |
| | 5.17 | Forward Maintenance Planning | 35 |
| | 5.18 | Interfaces with the Company's Third Party Suppliers | 35 |
| 6 | Bus | s infrastructure | 37 |
| | 6.1 | Locations and Hours of Work | 37 |
| | 6.2 | Scope of Services | 37 |
| | 6.3 | Standards | |
| | 6.4 | Services Specification | 39 |



| | 6.5 | Maintenance Approach | . 41 | | |
|-------------------------------|---|---|------|--|--|
| | 6.6 | Maintenance Approach 1 (First 12 Months) | . 41 | | |
| | 6.7 | Criticality Focused Maintenance (CFM) Review (First 12 Months) | . 42 | | |
| | 6.8 | Step 1 – Full Asset Validation and Condition Survey | . 42 | | |
| | 6.9 | Step 2 – Identification of Critical and Non-Critical Assets | . 43 | | |
| | 6.10 | Step 3 – Completion of Failure Mode, Effects and Criticality Analysis | . 44 | | |
| | 6.11 | Step 4 – Maintenance Strategy 2: Recommended Maintenance Regimes. | . 44 | | |
| | 6.12 | On-going Review of Criticality Focused Maintenance Implementation) | . 45 | | |
| | 6.13 | Annual Maintenance Planning (Maintenance Approach 2) | . 46 | | |
| | 6.14 | Planned Maintenance Service Delivery | . 46 | | |
| | 6.15 | Planned Preventative Maintenance (PPM) Service Delivery | . 47 | | |
| | 6.16 | Reactive Maintenance Service Delivery | . 47 | | |
| | 6.17 | Forward Maintenance Planning | .48 | | |
| | 6.18 | Interfaces with the Company's Third Party Suppliers | 49 | | |
| Appendix A (Services Matrix)5 | | | | | |
| A | Appendix B (Fabric Service Standards - Head Office Buildings) | | | | |
| Α | Appendix C (Asset Reporting Requirements) 5 | | | | |



Version Control

| Version Number | Date Issued | Originator | Distribution | Comments |
|-------------------|----------------|--------------|------------------|---|
| V1.0 | 22.04.16 | Shamil Dassu | TfL Project Team | Final Draft Specification incorporating all Bundle 3 Lot 3 requirements issued for high level review and comment. |
| V2.0 | 17.05.16 | Shamil Dassu | TfL Project Team | Final Version Specification incorporating all Bundle 3 Lot 3 requirements. |
| V3.0 | 26.05.16 | Shamil Dassu | TfL Project Team | Final Version Specification post legal review. |
| V4.0 | 31.05.16 | Shamil Dassu | TfL Project Team | Final Version Specification post sign off (CLEAN). |



1 Scope

1.1 General Scope of Services

The scope of services is planned and reactive maintenance and repairs to mechanical, electrical, plumbing and building fabric associated systems.

1.2 Nature of the Sites in Scope

The Sites include are but not limited to:

- Offices:
- Training centres;
- Stores;
- Visitor Information Centres;
- Victoria Coach Station;
- Bus Stations:
- Bus Stands; and
- Driver Facilities/Toilets.

1.3 TfL Business Areas and Delivery Units in Scope

The TfL Business Areas and/or Delivery Units covered under this specification are as follows:

- Head Office Facilities; and
- Surface Transport:
 - Victoria Coach Station
 - Buses (Stations, Stands and Driver Facilities/Toilets).



2 General Requirements

2.1 Account Management Team

- 2.1.1 The Supplier shall provide a team of suitably qualified and experienced staff 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 an adequate level of staff supervision at all times for all Supplier staff engaged in delivery of the Services.
- 2.1.3 The Supplier's Account Manager and Contract Manager or their representatives 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.

2.2 Security Vetting

- 2.2.1 Supplier staff requiring access to certain parts of the Sites shall be subject to security checks. Any such Sites where security checks are required are indicated in the individual business unit specifications in Appendix A (Services Matrix). Supplier staff working in these areas shall undergo a clearance procedure before working in these areas. Supplier staff without security clearance shall be escorted at all times by a member of the Supplier's staff 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 staff to deliver the Services without disruption.
- 2.2.3 The Supplier shall provide details of security cleared staff to the Company and shall keep full records of all clearances and rejected clearances.

2.3 Security Passes

2.3.1 Supplier staff shall wear a relevant security pass and/or Supplier pass at all times when on the Sites. Where the Company does not provide such passes to the Supplier's staff, 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 staff 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 Sites. Company specific training requirements are more particularly defined in Section 3 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:
 - a. notify the Company of the loss; and
 - b. pay to the Company the cost of replacement of the key(s) or card(s) including any associated installation work

2.5 Appearance, Dress Code and Behaviour

- 2.5.1 The Supplier shall ensure that all staff engaged in delivery of the Services shall be of good character, capability, appearance and behaviour. Supplier staff shall undertake the Services with a high level of awareness of customer service.
- 2.5.2 The Supplier shall ensure that their staff maintains 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 staff engaged in the delivery of the Services shall comply with the TfL Code of Conduct. The Supplier shall ensure that their operatives 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's Staff 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 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 operation and maintenance manuals, drawings, maintenance and service records, compliance certificates, inspection programmes, 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/may 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 and they shall remain the property of the Company. As a minimum, reports and records to be maintained and updated shall include:

- Maintenance Reports for each intervention
- F-Gas Maintenance & Servicing
- Gas Installation Inspections
- Water Risk Assessments
- Water quality and temperature testing
- Periodic Inspection and Testing of LV Electrical Systems
- RCD Testing
- Portable Appliance Testing
- Suspended Signage Inspections
- Emergency lighting Testing
- UPS and associated battery testing
- Lightning Protection Inspection and Testing
- Ventilation Ductwork Cleaning and Inspection
- Energy Efficiency Air Conditioning Inspections and Report
- 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. Where records are updated in accordance with 2.6.1, the Supplier shall show all changes clearly and provide the updated records within 1 month of the completion of works
- 2.6.3 In the absence of records including, but not limited to, those listed at paragraph 2.6.1 above, the Supplier shall create, manage and maintain appropriate records.
- 2.6.4 The Supplier shall keep up-to-date disposal records for all hazardous waste.
- 2.6.5 The Supplier shall have the items referred to in paragraphs 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.
- 2.6.6 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, offloading, 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 to the Company, on request, any data/information on the safe use and storage of all Supplier materials, consumables, tools and equipment used at the Company's Sites. Only Energy A+++', 'A++', 'A++' or A rated appliances shall be provided as replacements for appliances



- 2.7.3 The Supplier shall ensure the most energy efficient replacement materials, consumables, tools and equipment are selected wherever possible.
- 2.7.4 The Supplier shall ensure that all replacement parts, components or materials are on a like-for-like basis. Where this is not possible or would invalidate a warranty, parts or materials shall be of a comparable quality and appearance and shall be agreed in advance with the Company. Assets, consumables and components shall be replaced with a new product sourced from the same manufacturer with the same product number. The Supplier may identify alternative products which may provide commercial or operational benefits to the Company and which shall only be used by approval from the Company. The Supplier shall ensure that, in relation to the existing, 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, materials and finishes shall be agreed in advance with the Company.
- 2.7.5 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.
- 2.7.6 In accordance with the Company's commitment to reducing its' environmental impact through responsible procurement, the Company requires the use of materials and consumables utilised in the delivery of the Services, as far as reasonably practicable, that are accredited to the European Eco-label standard (or equivalent).
- 2.7.7 The Supplier shall provide and hold an adequate supply of fully tested spares and consumables to support the delivery of the Services. Any minimum requirements for specific spares are to be particularly detailed in the main specification requirement.
- 2.7.8 The Supplier shall provide and hold an adequate supply of fully tested and approved spares to support the delivery of the Services. Extended lead-in times shall be taken into consideration by the Supplier when ordering spares
- 2.7.9 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 the tools, equipment or spares shall remain with the Company.
- 2.7.10 The Supplier shall ensure that all equipment supplied and used in the delivery of Services is in good working order and are suitably identified and shall carry the correct and valid certification/licence, and where applicable, shall be used by the relevant trained operative.
- 2.7.11 The Supplier shall ensure that inspection, testing and servicing of Supplier equipment and systems is undertaken to ensure they remain safe and available for operational use at all times.
- 2.7.12 The Supplier shall maintain a record of any items of Company's work equipment or assets issued to the Supplier's 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).
- 2.7.13 The Supplier shall only use materials and equipment that is approved for use by the Company on the TfL approved list of products and materials and complies with TfL standards where applicable and ensure that all supplied Assets, consumables and components meet or exceed the required and statutory standards that are current throughout the life of the Contract, and any extension thereof.
- 2.7.14 Equipment installed by the Supplier, which in the reasonable opinion of the Company do not meet these requirements, shall be removed and replaced with acceptable Equipment by the Supplier at no cost to the Company. If the Supplier is unable, or unwilling to replace any unsuitable Equipment then the Company may arrange their replacement at the Supplier's cost.
- 2.7.15 Materials used shall as far as reasonably practicable pose no hazard to health and shall not contravene any relevant regulations or statutory requirements. The labelling and handling of materials that may pose a health hazard shall be to the latest revision of the COSHH Regulations
- 2.7.16 The Supplier shall manage the stock levels of consumables to ensure availability to replenish on a reactive basis at all times.
- 2.7.17 The Supplier shall ensure consumables are of an appropriate quality standard to reflect the nature of the Sites.

2.8 On-Site Storage & Accommodation

- 2.8.1 Unless otherwise set out in Appendix A (Services 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 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

- 2.9.1 The Supplier shall provide temporary hoardings should they be required in the delivery of the Services. The Supplier shall construct temporary hoardings in accordance with the standards, S1027, Site Hoarding, Fencing and Barriers and TLF 716.
- 2.9.2 The Supplier shall protect existing structures from damage during the delivery of the Services by the use of any necessary props, screens, fans, waterproof sheets, dust sheets and the like, and any damage caused shall be made good by the Supplier.



2.10 Utilities

2.10.1 The Company will provide water, gas and electricity to the Supplier. 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 Engineering 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 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.
- 2.11.2 The Supplier shall dispose of waste in accordance with the Company's waste policy and waste hierarchy.
- 2.11.3 The Supplier shall report to the Company at the end of each period of 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 helpdesks and/or local reporting systems for reporting and recording faults by Company staff. Faults reported to the Supplier will be via the Company's helpdesk facility or local reporting system utilised by the relevant Delivery 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 during mobilisation.
- 2.12.2 It is the Company's intention to rationalise the process of fault reporting across the TfL business during the term of the Contract although this cannot be guaranteed.
- 2.12.3 The Supplier shall provide a 24/7 call centre facility 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 staff. The call centre facility shall be contactable by telephone, facsimile and email at all times. The Supplier's call centre facility shall receive data from the Company and shall 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 Part B.

2.14 General



- 2.14.1 The Supplier has included for 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.



3. Skills and Training

3.1 Skills and Qualifications of Supplier Staff

- 3.1.1 The Supplier shall provide staff suitably qualified and experienced to deliver the Services.
- 3.1.2 The Supplier shall ensure that there is a sufficient level of trained and competent staff to provide all the requirements of the Services at all required times.
- 3.1.3 The Supplier shall provide staff qualified and competent in the discipline they are performing. The Supplier shall employ competent staff who will be responsible for planning, overseeing and signing off completed works / tasks.
- 3.1.4 Individual TfL Business Areas or Delivery Units may require specific qualifications or skill levels. Where applicable they are detailed in sections 4,5 and 6.
- 3.1.5 The Supplier shall provide details of the number and types of staff to which training will be provided to meet the skills and qualification requirements detailed in paragraph 3.1.4 above. The Supplier's proposals shall be subject to agreement and approval by the Company.
- 3.1.6 The Supplier shall appoint one or more competent persons to assist in undertaking the planned and reactive maintenance set out in this specification. A person is regarded to be competent where sufficient training and experience or knowledge and other qualities are held to enable them to properly meet the requirements set out in this specification. An example would be the attainment of accreditation by a recognised professional third party scheme e.g. LPS 1014 or LPS 1048.

3.2 Company Mandatory Safety Training of Supplier Staff

3.2.1 In addition to the skills and qualifications requirements, set out in paragraph 3.1.2 above, the Supplier's staff is required to undertake Company mandatory safety training courses as appropriate. The specific courses including the workplace areas and the staff types to which the training applies, are more particularly defined in clause 32 (Key Personnel) and schedule 19 of the Contract (Key Personnel).

3.3 Training Plan

- 3.3.1 The Supplier shall prepare a contract specific training plan for each of its staff who are engaged in the delivery of the Services. This shall include:
 - a. the skills and qualifications requirements as detailed in paragraph 3.1 above.
 - b. the Company mandatory safety training requirements as detailed in paragraph 3.2 above; and



- c. any other vocational, statutory or compliance training deemed necessary by the Supplier.
- 3.3.2 The Supplier shall review and update the training plan every fourweek period.
- 3.3.3 The Supplier shall provide staff engaged in delivery of the Services with adequate training on the following, including, but not limited to:
 - a. the tasks they have to perform;
 - b. use of all necessary equipment required to deliver the Services; and
 - c. all relevant legislation, British Standards and Company rules, procedures, standards and codes of practice which relate to delivery of the Services.



4 TfL head offices

4.1 Locations and Hours of Work

4.1.1 Locations

The Services shall be delivered at Head Offices Building. A complete list of Sites subject to the scope of this specification is provided in Appendix A (Services Matrix).

- 4.1.2 Hours of Work
 - 4.1.2.1 The Supplier shall deliver the Services set out in this specification both inside and outside of the Core Hours. "Core Hours" are defined as 08:00 to 18:00 Monday to Friday. All other times, including public/bank holidays and Christmas Day, are regarded as being outside of the Core Hours.
 - 4.1.2.2 The Supplier shall deliver the Services outside of the Core Hours where working within the Core Hours would adversely impact the operation of the Sites or its occupants' activities. The Supplier shall accommodate requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements (at no additional cost to the Company).

4.1.3 Restrictions

4.1.3.1 Unless otherwise set out in Appendix A (Services Matrix), no specific restrictions are in place for day to day service delivery, other than the core hours requirements set out in paragraph 4.1.2 above.

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 of plant and equipment as detailed within the Company's asset register (the "Asset Register") (and subsequent updates) including internal and external fabric of the Sites, to ensure they are properly and safely maintained to remain safe, functional and operationally sound. Services include, but are not limited to, the management, maintenance and inspection of:
 - asset and fabric condition surveys;
 - boilers, calorifier and heat exchanger systems;
 - building barrier systems (including external fences, gates and bollards);
 - building fabric internal and external (including inspections, associated fixtures, fittings and flag poles);
 - building management systems (including controls and associated elements);
 - CAD drawing updates;
 - compressor and vacuum plant systems;



- CCTV surveying services (drains/ducts);
- domestic hot and cold water systems;
- electrical systems including associated controls and testing (including HV/LV);
- emergency electrical generation plant and equipment systems (including battery systems and fuel);
- emergency lighting systems;
- external and internal repairs;
- external staircases and fire escapes;
- fresh air distribution systems;
- fixed and portable appliances inspection and testing services;
- gas detection and distribution systems;
- uninterruptible power supply systems (UPS);
- green energy systems (including PV panels, turbines and all associated elements);
- gutters, drainage (internal and external), sewerage and rainwater systems (including manhole inspection and maintenance);
- handyperson services (reactive maintenance, building fabric and associated elements);
- helpdesk services (including works planning and administration);
- HVAC systems (and associated equipment including fire dampers);
- life safety systems;
- lifts and associated systems;
- lifting equipment systems (including BMU/cradle systems/eye bolts):
- lightning protection systems;
- lighting systems (internal/external);
- locksmith services (excluding furniture keys):
- mechanical and electrical plant systems;
- public health and plumbing systems (including sanitary and drainage waste);
- reactive and planned maintenance services;
- stair pressurisation systems;
- signage systems (including associated lighting);
- structured data cabling systems;
- trigeneration plant and equipment systems;
- utility meter maintenance (including providing meter readings);
- ventilation extract and exhaust systems (including heat and smoke vents);
- waste water collection and harvesting systems;
- water storage, distribution and treatment systems (hot/cold water systems); and
- water testing and treatment services including legionella testing.



4.3 Standards

4.3.1 General

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

- 4.3.2 Company Standards, Policies and Procedures

 The Supplier shall comply with all Standards, policies and procedures.
- 4.3.3 British Standards, Regulations and Approved Codes of Practice

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

 Where there is no appropriate British Standard, the Supplier shall provide the Services in accordance with Good Industry Practice.

4.4 Services Specification

- 4.4.1 Scope of Maintenance
 - 4.4.1.1 The Supplier shall provide a professionally managed, comprehensive planned and reactive mechanical, electrical and fabric maintenance service in accordance with the specified Standards and Asset Register (including subsequent updates), to ensure the effective operation and functionality of all items of plant, equipment and building fabric (internal and external) across all Sites.
 - 4.4.1.2 The Supplier shall deliver a planned and reactive maintenance service which seeks to actively reduce the risk of reactive repairs and maintenance. The Supplier's planned and reactive services shall include, but shall not be limited to:
 - a) internal and external fabric of the Sites ensuring they are properly and safely maintained and remain functional, safe and operationally sound (in accordance with Appendix B (Fabric Service Standards, - Head Office Buildings);
 - mechanical and electrical services, ensuring they are properly maintained and remain functional, safe and operational; and
 - specialist services, ensuring they are properly and safely maintained to remain fully functional, safe and operational.
 - 4.4.1.3 The Supplier shall maintain all firmware, front end software and database software upgrades for applicable systems (including updates to reflect system configuration data). The Company shall retain access to all systems software as relating to the Sites, to be available for inspection by the Company or a third party appointed by him, at any time.
 - 4.4.1.4 The Supplier shall maintain all asset data relevant to the delivery of the Services in the format and hierarchy



prescribed by PAS 1192-2, PAS 1192-3 and BIM Protocol and Standards, as agreed with the Company

4.4.1.5 The Supplier's shall include:

- a) prepare a performance monitoring report detailing the relevant volume metric data on energy consumption, to be agreed with the Company; and
- b) ensure all Supplier staff are trained on energy improvement initiatives and resources efficiency in accordance with any relevant Standards.

4.4.2 Contract Asset Register

- 4.4.2.1 The Supplier shall propose any relevant changes and updates to the Company ensuring the Asset Register is maintained and up to date at all times prior to the Expiry Date. The Supplier shall ensure that data held in the Asset Register shall be in the format and hierarchy prescribed by PAS 1192-2, PAS 1192-3 and BIM protocol.
- 4.4.2.2 The Company operates an Asset Mangement system which holds the Company's Asset Register. The Company will control and manage the Asset Register.
- 4.4.2.3 The Supplier shall ensure that all records of testing of Assets required by this specification are accessible by the Company at all times.
- 4.4.2.4 The Supplier shall provide the Company with an annual planned maintenance schedule (the "Annual Planned Maintenance Schedule").

4.4.3 Asset Changes

- 4.4.3.1 The Supplier shall witness and document the testing and commissioning of new assets and shall add new assets to the Asset Register and Annual Planned Maintenance Schedule within two (2) weeks of the change occurring or within a timescale agreed with the Company.
- 4.4.3.2 Upon the discovery of additional assets (excluding assets referred to in paragraph (4.4.3.1), the Supplier shall provide to the Company details of each asset.
- 4.4.3.3 Annually one (1) month before each anniversary of the Commencement Date, and also six (6) months before the Expiry Date, the Supplier shall review and submit an updated and revised Asset Register to the Company, taking account of any and all changes to the Sites including, but not limited to, any changes to Appendix A (Services Matrix), acquisitions and disposals of Sites, additions and disposals of the assets and warranties and maintenance records within the previous year.
- 4.4.3.4 The Supplier shall maintain additional assets added to the Sites by the Company subject to the agreement of a Variation Order submitted to the Company by the Supplier.



4.5 Maintenance Approach

- 4.5.1 The Supplier shall deliver the planned and reactive maintenance Services to the Sites in accordance with Maintenance Approach 1 (as defined in paragraph 4.6 below) for the first 12 months following the Commencement Date.
- 4.5.2 The Supplier shall undertake a review of the Company's assets during the first 12 months following the Commencement Date in accordance with the process set out in paragraphs 4.7, 4.8, 4.9 and 4.10 of this specification. This will include validating assets and highlighting asset information for assets found and not included in the initial Company asset details. The objectives of the review are:
 - a. to reduce the cost of planned and reactive maintenance Services:
 - b. to increase value for money for the Company;
 - c. to improve asset performance;
 - d. to highlight and capture any missing assets which require planned or reactive maintenance; and
 - e. to deliver improved risk and compliance management.
- 4.5.3 The Supplier shall deliver the planned and reactive maintenance Services to the Sites with effect from the first day of the 13th month following the Commencement Date in accordance with the outputs of Maintenance Approach 2 (as defined in paragraph 4.11 below).

4.6 Maintenance Approach 1 (first 12 months following the Commencement Date)

- 4.6.1 The Supplier shall carry out the planned and reactive maintenance Services in accordance with a strategy of calendar driven planned preventative maintenance.
- 4.6.2 The Supplier shall undertake the planned maintenance Services in accordance with SFG20 (Standard Maintenance Specification for Building Services) unless otherwise stipulated in Appendix A (Services Matrix) of this specification.
- 4.6.3 The Supplier shall at all times comply with recognised relevant industry guidance and Good Industry Practice. This shall include, but shall not be limited to, the following:
 - original equipment manufacturer's recommendations;
 - C.I.B.S.E guidelines;
 - Approved Codes of Practice:
 - Carbon Reduction Commitment Energy Efficiency Scheme;
 - BSRIA guidelines;
 - IET Electrical Standards;
 - statutory requirements; and
 - British Standards.
- 4.6.4 The Supplier shall undertake all planned maintenance Services (including planned preventative maintenance Services) in accordance with paragraphs 4.14 (Planned Maintenance Service Delivery) and



- 4.6.5 4.15 (Planned Preventative Maintenance (PPM) Service Delivery) of this specification and shall ensure that each activity is completed within the relevant timeframe.
- 4.6.6 The Supplier shall undertake the reactive maintenance Services in accordance with paragraph 4.16 (Reactive Maintenance Service Delivery) of this specification.
- 4.6.7 In addition to the requirements set out under this paragraph 4.6, the Supplier shall carry out a review and verification process in accordance with a strategy of Criticality Focused Maintenance (CFM) under paragraph 4.7 below, in which the level of maintenance to be delivered post first 12 months following the Commencement Date matches the service level requirements of the Company based on the CFM review.

4.7 Criticality Focused Maintenance (CFM) Review (first 12 months following the Commencement Date)

- 4.7.1 The Supplier shall develop a criticality focused maintenance strategy for the Company to ensure that the appropriate level of maintenance is applied to each asset. This shall include assessment of the application of condition based maintenance techniques in order to provide a higher level of reliability.
- 4.7.2 The Supplier shall deliver to the Company in the timescales set out in paragraph 4.11.5 below a failure mode, effects and critically analysis (FMECA) of the Company's assets to assess the consequence of failure, likelihood of failure and time to failure of each item and provide a criticality rating. The assessment will be in a format to be agreed with the Company and shall be applicable to business critical assets as agreed with the Company.
- 4.7.3 The Supplier's "residual life assessment" shall concentrate on the time to failure or mean time between failures of each system. The Supplier's score of "likelihood of failure" shall be considered using the condition of the asset and resilience of the system. The Supplier's assessment of "consequence of failure" shall be considered in consultation with the Company and shall consider impact on statutory obligations, current operation, health and safety, and core business activities.
- 4.7.4 The Supplier shall deliver to the Company, in the timescales set out in paragraph 4.11.5 below, a revised annual planned maintenance schedule to reflect the content of the risk assessment.
- 4.7.5 The Supplier shall provide the Company with a quarterly progress report during the period of the CFM Review.

4.8 Step 1 – Full Asset Validation and Condition Survey to Establish 100% Asset Register and Likelihood of Asset Failure

4.8.1 The Supplier shall review and verify the Company's assets during the first 12 months following the Commencement Date, validating current assets and highlighting any assets found and not included within the Asset Register. The Supplier shall survey all the Company's asset



systems to assess their current condition and to consider the likelihood of system failure, the consequence of system failure and the time to failure of the system. The Supplier's assessment of likelihood of system failure shall be determined using a combination of reliability data for generic items and "engineering judgement" of the asset condition following the site survey.

4.8.2 The Supplier shall develop block diagrams showing the system layouts. This shall identify potential points of failure for each system, assist in the development of engineering recommendations for minimising risks to the business from system failure and identify items that are deteriorating faster than would normally be expected.

4.9 Step 2 – Identification of Critical and Non-Critical Assets

- 4.9.1 Working in liaison with the Company, the Supplier shall identify those systems which are business critical and those systems which are not business critical.
- 4.9.2 The Supplier shall undertake a component level review. This shall be undertaken on only those systems where the visual survey described in Step 1 above highlights a business critical system as agreed with the Company.
- 4.9.3 The Supplier shall undertake a review of all maintenance records and other relevant maintenance data including, but not limited to (and as available for the previous 12 month period) any:
 - planned preventative maintenance schedules (past and present);
 - reactive maintenance records from the Asset Management System (AMS);
 - maintenance log books;
 - discussions with the Company's Representative and the Supplier's Staff undertaking maintenance tasks;
 - sub-contractor reports;
 - help desk work orders;
 - customer feedback; and
 - other relevant sources of information.
- 4.9.4 The Supplier shall review any patterns to failures, understand the background to the failures and consider whether changes to the maintenance approach can be made to help avoid similar future failures.
- 4.9.5 The Supplier shall verify that the maintenance frequency and actual work tasks reflect how the 'Sites are being used in a way that does not exceed or compromise the original design intention for example in terms of air conditioning loads, use of plant items or, appropriateness of building management system control.



4.10 Step 3 – Completion of Failure Mode, Effects and Criticality Analysis (FMECA) to Identify Consequence of Failure

- 4.10.1 The Supplier shall deliver a FMECA assessment to the Company in accordance with the timescales set out in paragraph 4.11.5 which shall include the outputs of Steps 1 and 2 above.
- 4.10.2 The Company shall review the FMECA assessment and shall provide feedback to the Supplier within four (4) weeks of receipt.
- 4.10.3 The Supplier shall amend the risk assessment to reflect the Company's feedback and deliver the final risk assessment to the Company by no later than eight (8) weeks after the issue of the draft risk assessment.
- 4.10.4 The Supplier shall make recommendations to assist in reducing the risk to business from plant/system failure. This shall include consideration of additional plant items to improve redundancy, addition of monitoring systems and development of "process" contingency measures for example setting up a supply of plant spares for key components.

4.11 Step 4 – Maintenance Approach 2: Recommended Maintenance Regimes Based on Risk

- 4.11.1 The Supplier shall review the existing maintenance tasks and frequency as set out in the Annual Planned Maintenance Schedule and prepare an updated Annual Planned Maintenance Schedule (the "Revised Annual Planned Maintenance Schedule") to take account of the final risk assessment.
- 4.11.2 The Supplier shall incorporate in the Revised Annual Planned Maintenance Schedule revisions to the frequency of inspection where applicable and shall include, where appropriate, the application of additional condition monitoring to enhance the maintenance regime. The Supplier's Revised Annual Planned Maintenance Schedule shall ensure that the most appropriate maintenance approach is being undertaken to optimise asset performance against cost of maintenance. The Supplier shall seek to reduce maintenance costs where there is no material risk to the Company.
- 4.11.3 The Supplier shall submit the Revised Annual Planned Maintenance Schedule to the Company in accordance with the timescales set out in paragraph 4.11.5 below, together with an updated version of the Schedule 2 – Payment, which shall reflect the implementation of Maintenance Approach 2.
- 4.11.4 Where the implementation of Maintenance Approach 2 results in a reduction in the Contract Price, this shall be implemented through a Variation Order in accordance with Schedule 6 Part A (Contract Variation Procedure).
- 4.11.5 Timescale for Review

 The Contractor shall carry out the review to the following timetable:



| STEP | TIMESCALE FOR COMPLETION |
|-------------|---|
| Steps 1 & 2 | To be completed by no later than eight (8) months following the Commencement Date. |
| Step 3 | Risk to failure assessment to be issued to the Authority by no later than nine (9) months following the Commencement Date. |
| Step 4 | Revised Annual Planned Maintenance Schedule to be issued to the Authority by no later than ten (10) months following the Commencement Date. |

4.12 On-going Review of Criticality Focused Maintenance Implementation (Post First 12 Months following the Commencement Date)

- 4.12.1 The Supplier shall monitor the operation of the criticality focussed maintenance strategy on an on-going basis.
- 4.12.2 The Supplier shall provide the Company's Representative with an annual report of the planned maintenance activities (the "CFM Annual Report") which shall include but shall not be limited to:
 - a review of the performance of assets and the effectiveness of the criticality focused maintenance approach in improving asset performance and availability; and
 - a revised annual planned preventative maintenance plan for the forthcoming year.
- 4.12.3 The Supplier shall submit the first CFM Annual Report by no later than two (2) months prior to the first anniversary of the implementation of Maintenance Approach 2.
- 4.12.4 Thereafter on an annual basis, the Supplier shall review and submit to the Company an updated Annual Planned Maintenance Schedule for the forthcoming year in accordance with paragraph 4.12.1 of this specification.
- 4.12.5 The Supplier shall comply with timescales for the on-going submission and review of the Annual Planned Maintenance Schedule as set out below:
 - a) the Supplier shall submit the CFM Annual Report and the updated Annual Planned Maintenance Schedule to the Company by **1 April** each year;
 - b) the Company shall review the updated Annual Planned Maintenance Schedule and shall provide comments to the Supplier within 30 days of receipt; and
 - the Supplier shall incorporate the Company's comments into the Annual Planned Maintenance Schedule and issue the final updated Annual Planned Maintenance Schedule within 30 days of receipt of the Company's comments.
- 4.12.6 In the absence of any communication (in accordance with the above timescales) from the Company regarding the updated Annual Planned Maintenance Schedule, the Supplier shall submit the final updated Annual Planned Maintenance Schedule in accordance with paragraph 4.12.5 above. This process shall not relieve the Supplier of the



- requirement to amend the Annual Planned Maintenance Schedule at a later point in time to reflect changes agreed by the Company.
- 4.12.7 Agreement on the part of the Company to the Annual Planned Maintenance Schedule shall not relieve the Supplier of his requirement to meet all service levels set out within Schedule 12 (Performance Measurement Mechanism) of the Contract.

4.13 Annual Maintenance Planning

- 4.13.1 The Supplier shall create, update and issue for the Company's approval the Annual Planned Maintenance Schedule for all Sites no less than 30 days prior to the first anniversary of the Commencement Date.
- 4.13.2 The Company shall provide any comments or feedback on the Annual Planned Maintenance Schedule to the Supplier within 30 days.
- 4.13.3 The Supplier shall make the Annual Planned Maintenance Schedule available, in a format to be agreed between the parties, to the Company for inspection by it or a third party appointed by the Company at any time.
- 4.13.4 The Supplier shall provide the Company with a monthly update of the Annual Planned Maintenance Schedule.

4.14 Planned Maintenance Service Delivery

- 4.14.1 The Supplier shall deliver planned maintenance in accordance with the Annual Planned Maintenance Schedule.
- 4.14.2 The Supplier shall notify the Company no less than seven (7) days in advance of any proposed changes to the dates or locations of planned maintenance and shall undertake the planned maintenance on the proposed changed date only if approved in advance by the Company.
- 4.14.3 The Supplier shall adapt the Annual Planned Maintenance Schedule to allow for any Company imposed "maintenance freeze" periods.
- 4.14.4 If during planned maintenance, the Supplier identifies faults where there is a risk of danger to persons and/or property, the Supplier shall make such faults safe immediately and shall report the hazard to the Company as soon as practicable but in any case within two (2) hours of making the faults safe.

4.15 Planned Preventative Maintenance (PPM) Service Delivery

- 4.15.1 The Supplier shall deliver a multi-disciplinary PPM service which will ensure the Sites and equipment meet the Standards as set out in this specification and all relevant laws.
- 4.15.2 The maintenance strategy will be a risk based CFM approach in order to reduce cost of ownership of assets and delivery of the Services. Planned maintenance will be carried out to protect critical assets in order to prolong their life. Other non-critical assets are maintained on a reduced maintenance or reactive only basis.



- 4.15.3 Critical assets and non-critical assets are to be defined, detailed and agreed with the Company as set out in paragraph 4.9 above.
- 4.15.4 The Suppliers PPM service shall include, but shall not be limited to:
 - inspection of internal and external fabric of the Sites to ensure they are properly maintained and remain functional, safe and operationally sound; and
 - b. inspection, testing and servicing of mechanical and electrical plant equipment and systems, to ensure that they remain safe and operational and are compliant with statutory requirements and Good Industry Practice.
- 4.15.5 The Supplier shall produce and make available to the Company for review:
 - a. a detailed PPM Programme for each 12 month period; and
 - b. a 3 year rolling PPM Programme (post first 12 months of the Commencement Date).
- 4.15.6 The Supplier shall produce a monthly PPM report and submit to the Company as part of the monthly reporting package. The PPM report shall include, but shall not be limited to, describing the performance of the previous period, detail and location of forthcoming work to be undertaken and shall clearly identify where activities are anticipated to have a potential impact on Company operations.
- 4.15.7 The Supplier shall carry out and complete all PPM maintenance at agreed times to meet the requirements of this specification and Good Industry Practice.

4.16 Reactive Maintenance Service Delivery

- 4.16.1 The Supplier shall deliver a reactive maintenance service in accordance with the Service Response Times as defined in Table 1 of Schedule 12c to meet the Standards of this specification.
- 4.16.2 Prior to working on certain installations and, where any such work may affect the Company operations, the Supplier shall liaise with the Company to remove the equipment from service.
- 4.16.3 The Supplier shall receive instructions to carry out reactive maintenance from the Company's helpdesk.
- 4.16.4 The Supplier shall attend the Sites and permanently rectify faults. The Supplier shall endeavour to permanently rectify each fault during a single attendance visit but if necessary the Supplier shall make more than one attendance visit to make safe or permanently rectify the fault.
- 4.16.5 At the end of each attendance visit the fault shall be left in a safe condition if it cannot be permanently rectified.
- 4.16.6 The Supplier shall notify the Company's helpdesk when faults have been permanently rectified or made safe.
- 4.16.7 The Supplier shall be responsible for commissioning all replacement plant and equipment. This shall include the procurement, where required, of maintenance manuals and all related documentation within agreed timescales.



4.16.8 If, when undertaking planned maintenance, the Supplier discovers the need to undertake remedial works, this shall be treated as a fault. The Supplier shall report the fault to the Company's helpdesk and shall attend and permanently rectify the fault.

4.17 Forward Maintenance Planning

- 4.17.1 The Supplier shall, in conjunction with the Company, prepare the forward maintenance plan (the "Forward Maintenance Plan") it will be the responsibility of the Supplier to highlight items and include within the plan, works proposed to be considered for life cycle replacement. The Company acting reasonably will then review and consider the plan and decide if such proposed works are to be approved. Any associated costs relating to life cycle elements which are the outcome of the Forward Maintenance Plan will be chargeable to the Company and will if approved be instructed as Additional Works in accordance with Schedule 6 Part B (Additional Works) outside of the base contract which the Company shall pay for additional to the base contract. The Supplier shall submit the first Forward Maintenance Plan to the Company by no later than two (2) months after the Commencement Date. The frequency and applicable periods shall be agreed with the Company prior to submission.
- 4.17.2 The Supplier shall update the Forward Maintenance Plan on a continuous basis, throughout the duration of the Contract, and shall submit an up to date copy to the Company two (2) months prior to each anniversary of the Commencement Date.
- 4.17.3 The Supplier shall include in the Forward Maintenance Plan all:
 - a. outstanding reactive maintenance requirements;
 - b. proposed life cycle replacement works;
 - c. other required works which do not appear on the Annual Planned Maintenance Schedule; and
 - d. enhanced maintenance regime proposed for life cycle replacement works.
- 4.17.4 The Supplier shall identify the reason for each item appearing on the Forward Maintenance Plan and prioritise each item in terms of:
 - a. impact on health and safety and statutory compliance;
 - b. impact on normal use of the Sites;
 - c. impact on on-going costs of maintenance;
 - d. the business resilience risks to the Company; and
 - e. any other relevant criteria.
- 4.17.5 The Forward Maintenance Plan shall provide indicative costs for each item, broken down into an appropriate level of detail to assist the Company in planning and budgeting.

4.18 Critical Maintenance

4.18.1 The Supplier shall inform the Company no less than 3 weeks in advance of all operations and maintenance activities which have the potential to present an increased risk to the Company's normal operations across its Sites.



- 4.18.2 The Supplier shall treat unplanned outages and emergencies at all Sites with the upmost importance, and shall work to restore normal service in the shortest possible time.
- 4.18.3 The Supplier shall provide frequent and comprehensive written updates to the Company in accordance with agreed procedures regarding unplanned outages and emergencies, detailing as a minimum:
 - a. description of the problem or asset failure;
 - b. impact of the problem or asset failure; and
 - c. the expected time to restoration of normal service.
- 4.18.4 The Supplier shall, following any unplanned outage or emergency at critical Sites, initiate a root-cause analysis and report to the Company findings and recommendations from the investigation.

4.19 Interfaces with the Company's Third Party Suppliers

- 4.19.1 The Company shall take overall responsibility for management of interfaces between the Supplier and third party suppliers undertaking maintenance or projects at the Sites. The Supplier shall proactively provide support to the Company in respect of the requirements set out in paragraph 4.19.2 below when required by the Company. The Supplier shall coordinate and resolve issues on behalf of the Company, including attendance in the event of any issues surrounding interfaces, until these are resolved. The Supplier shall keep the Company's local managers informed of any maintenance work that they become aware of that is likely to have an impact on assets not in the scope of this specification.
- 4.19.2 The Supplier's activities shall include, but shall not be limited to:
 - a. arming/disarming life systems and associated elements;
 - b. bypassing infrastructure components; and
 - c. training of sub-suppliers regarding risks associated with accidental service interruption; and
 - d. attendance at insurance, statutory and regulatory tests which may be required by law or insurers, in liaison with the Company. Areas subject to these tests are to be defined by the Company.
- 4.19.3 The Supplier shall ensure that no equipment failures, downtime or interruptions are caused by the Supplier or their sub-suppliers as a result of support activities.



5 Victoria Coach Station

5.1 Locations and Hours of Work

5.1.1 Locations

5.1.1.1 The Services shall be delivered at Victoria Coach Station. A complete list of the Sites and areas subject to the scope of each section of this specification is provided in Appendix A (Services Matrix). For the avoidance of doubt, the Supplier shall deliver the Services at Victoria Coach Station 24 hours per day, every day of the year.

5.1.2 Hours of Work

- 5.1.2.1 The Supplier shall deliver the Services set out in this specification both inside and outside of the Core Hours (as defined in paragraph 4.1.2.1 of this specification).
- 5.1.2.2 The Supplier shall deliver the Services outside Core Hours where working within the Core Hours would adversely impact the operation of the Site or its occupants' activities.
- 5.1.2.3 The Supplier shall accommodate requests to change the scheduling of particular aspects of the Services to accommodate the Company's specific operational requirements (at no additional cost to the Company).

5.1.3 Restrictions

5.1.3.1 Unless otherwise set out in Appendix A (Services Matrix), no specific restrictions are in place for day to day Service delivery, other than the Core Hours requirements set out in paragraph 5.1.2 above.

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 of plant and equipment as detailed within the Asset Register and subsequent updates). Services include, but are not limited to, the management, maintenance and inspection of:
 - asset and fabric condition surveys:
 - boilers, calorifier and heat exchanger systems;
 - building barrier systems (including external fences, gates and bollards);
 - CAD drawing updates;
 - compressor and vacuum plant systems;
 - CCTV surveying services (drains/ducts);
 - domestic hot and cold water systems;
 - electrical systems including associated controls and testing (including HV/LV);
 - emergency electrical generation plant and equipment systems (including fuel);



- external and internal repairs;
- external staircases and fire escapes;
- fresh air distribution systems;
- gas detection and distribution systems;
- gutters, drainage (internal and external), sewerage and rainwater systems (including manhole inspection and maintenance):
- helpdesk services (including works planning and administration);
- HVAC systems (and associated equipment including fire dampers);
- life safety systems;
- lightning protection systems;
- mechanical and electrical plant systems;
- public health and plumbing systems (including sanitary and drainage waste);
- reactive and planned maintenance services;
- signage systems (including associated lighting);
- stair pressurisation systems
- structured data cabling systems;
- ventilation extract and exhaust systems;
- water storage, distribution and treatment systems (hot/cold water systems); and
- water testing and treatment services including legionella testing.

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, legislation, regulations and the following standards set out below.
- 5.3.2 Company Standards, Policies and Procedures
 - 5.3.2.1 The Supplier shall comply with all Standards, policies and procedures.
- 5.3.3 British Standards, Regulations and Approved Codes of Practice
 - 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 Where there is no appropriate British Standard, the Supplier shall provide the Services in accordance with Good Industry Practice.



5.4 Services Specification

5.4.1 Scope of Maintenance

- 5.4.1.1 The Supplier shall provide a professionally managed, comprehensive planned and reactive mechanical, electrical and fabric maintenance service in accordance with the specified Standards and Asset Register (including subsequent updates), to ensure the effective operation and functionality of all items of plant, equipment and building fabric (internal and external) across all Sites.
- 5.4.1.2 The Supplier shall deliver a planned and reactive maintenance service which seeks to actively reduce the risk of reactive repairs and maintenance. The Supplier's planned and reactive services shall include, but shall not be limited to:
 - mechanical and electrical services ensuring they are properly maintained and remain functional, safe and operational; and
 - b) specialist services, ensuring they are properly and safely maintained to remain fully functional, safe and operational.
- 5.4.1.3 The Supplier shall maintain all firmware, front end software and database software upgrades for applicable systems (including updates to reflect system configuration data). The Company shall retain access to all systems software relating to the Sites, to be available for inspection by the Company, or a third party appointed by it, at any time.
- 5.4.1.4 The Supplier shall maintain all asset data relevant to the delivery of the Services in the format and hierarchy prescribed by PAS 1192-2, PAS 1192-3 and BIM Protocol and Standards, as agreed with the Company.

5.4.1.5 The Supplier shall:

- c) prepare a performance monitoring report detailing relevant volume metric data on energy consumption, to be agreed with the Company; and
- d) ensure all Supplier staff are trained on energy improvement initiatives and resources efficiency in accordance with any Standards.

5.4.2 Contract Asset Register

5.4.2.1 The Supplier shall propose any relevant changes and updates to the Company ensuring the Asset Register is maintained and up to date at all times prior to the Expiry Date. The Supplier shall ensure that data held in the Asset Register shall be in the format and hierarchy prescribed by PAS 1192-2, PAS 1192-3 and BIM protocol.



- 5.4.2.2 The Company operates an Asset Management system which holds the Company's Asset Register. The Company will control and manage the Asset Register.
- 5.4.2.3 The Supplier shall ensure that all records of testing of assets required by this specification are accessible by the Company at all times.
- 5.4.2.4 The Supplier shall provide the Company with the Annual Planned Maintenance Schedule.

5.4.3 Asset Changes

- 5.4.3.1 The Supplier shall witness and document the testing and commissioning of new assets and shall add new assets to the Asset Register and Annual Planned Maintenance Schedule within two (2) weeks of the change occurring or at a time to be agreed with the Company.
- 5.4.3.2 Upon the discovery of additional assets (excluding assets referred to in paragraph 5.4.3.1), the Supplier shall provide to the Company details of each asset.
- 5.4.3.3 Annually one (1) month before each anniversary of the Commencement Date, and also six (6) months before the Expiry Date, the Supplier shall review and submit an updated and revised Asset Register to the Company, taking account of any and all changes to the Sites including, but not limited to, any changes to Appendix A (Services Matrix), acquisitions and disposals of Sites, additions and disposals of the assets and warranties and maintenance records within the previous year.
- 5.4.3.4 The Supplier shall maintain additional assets added to the Sites by the Company subject to the agreement of a Variation Order submitted to the Company by the Supplier.

5.5 Maintenance Approach

- 5.5.1 The Supplier shall deliver the planned maintenance Services to the Sites in accordance with Maintenance Approach 1 (as defined in paragraph 5.6 below) for the first 12 months following the Commencement Date.
- 5.5.2 The Supplier shall undertake a review of the Company's assets during the first 12 months following the Commencement Date in accordance with the process set out in paragraphs 5.7, 5.8, 5.9 and 5.10 of this specification. This will include validating assets and highlighting asset information for assets found and not included in the initial Company asset details. The objectives of the review are:
 - a. to reduce the cost of Planned Services;
 - b. to increase value for money for the Company;
 - c. to improve Asset performance;
 - d. to highlight and capture any missing Assets which require



Planned maintenance; and

- e. to deliver improved risk and compliance management.
- 5.5.3 The Supplier shall deliver the planned maintenance Services to the Sites with effect from the first day of the 13th month following the Commencement Date in accordance with the outputs of Maintenance Approach 2 (as defined in paragraph 5.11 below).

5.6 Maintenance Approach 1 (First 12 Months following the Commencement Date)

- 5.6.1 The Supplier shall carry out the planned and reactive maintenance Services in accordance with a strategy of calendar driven planned preventative maintenance.
- 5.6.2 The Supplier shall undertake the planned maintenance services in accordance with SFG20 (Standard Maintenance Specification for Building Services) unless otherwise stipulated in Appendix A (Services Matrix) of this specification.
- 5.6.3 The Supplier shall at all times comply with recognised relevant industry guidance and Good Industry Practice. This shall include, but shall not be limited to, the following:
 - original equipment manufacturer's recommendations;
 - C.I.B.S.E guidelines;
 - Approved Codes of Practice;
 - Carbon Reduction Commitment Energy Efficiency Scheme;
 - BSRIA guidelines;
 - IET Electrical Standards;
 - statutory Requirements; and
 - British Standards.
- 5.6.4 The Supplier shall undertake all planned maintenance services (including the planned preventative maintenance Services) in accordance with paragraphs 5.14 (Planned Maintenance Service Delivery) and 5.15 (Planned Preventative Maintenance (PPM) Delivery) of this specification and shall ensure that each activity is completed within the relevant timeframe.
- 5.6.5 The Supplier shall undertake reactive maintenance Services in accordance with paragraph 5.16 (Reactive Maintenance Service Delivery) of this specification.
- 5.6.6 In addition to the requirements set out under this paragraph 5.6, the Supplier shall carry out a review and verification process in accordance with a strategy of Criticality Focused Maintenance (CFM) under paragraph 5.7 below, in which the level of maintenance to be delivered post first 12 months following the Commencement Date matches the service level requirements of the Company based on the CFM review.



5.7 Criticality Focused Maintenance (CFM) Review (First 12 Months following the Commencement Date)

- 5.7.1 The Supplier shall develop a criticality focused maintenance strategy for the Company to ensure that the appropriate level of maintenance is applied to each asset. This shall include assessment of the application of condition based maintenance techniques in order to provide a higher level of reliability.
- 5.7.2 The Supplier shall deliver to the Company in the timescales set out in paragraph 5.11.5 below, a failure mode, effects and critically analysis (FMECA) of the Company's assets to assess the consequence of failure, likelihood of failure and time to failure of each item and provide a criticality rating. The assessment will be in a format to be agreed with the Company and shall be applicable to business critical assets as agreed with the Company.
- 5.7.3 The Supplier's "time to failure" assessment shall concentrate on the time to failure or mean time between failures of each system. The Supplier's score of "likelihood of failure" shall be considered using the condition of the asset and resilience of the system. The Supplier's assessment of "consequence of failure" shall be considered in consultation with the Company and shall consider impact on statutory obligations, current operation, health and safety and core business activities.
- 5.7.4 The Supplier shall deliver to the Company, in the timescales set out in paragraph 4.11.5 below, the Revised Annual Planned Maintenance Schedule to reflect the content of the risk assessment.
- 5.7.5 The Supplier shall provide the Company with a quarterly progress report during the period of the CFM Review.

5.8 Step 1 – Full Asset Validation and Condition Survey to Establish 100% Asset Register and Likelihood of Asset Failure

- 5.8.1 The Supplier shall review and verify the Company's assets during the first 12 months following the Commencement Date, validating current assets and highlighting any assets found and not included within the Company Asset Register. The Supplier shall survey all the Company's asset systems to assess their current condition and to consider the likelihood of system failure, the consequence of system failure and the time to failure of the system. The Supplier's assessment of likelihood of system failure shall be determined using a combination of reliability data for generic items and "engineering judgement" of the asset condition following the site survey.
- 5.8.2 The Supplier shall develop block diagrams showing the system layouts. This shall identify potential points of failure for each system, assist in the development of engineering recommendations for minimising risks to the business from system failure and identify items that are deteriorating faster than would normally be expected.



5.9 Step 2 – Identification of Critical and Non-Critical Assets

- 5.9.1 Working in liaison with the Company, the Supplier shall identify those systems which are business critical and those systems which are not business critical.
- 5.9.2 The Supplier shall undertake a component level review. This shall be undertaken on only those systems where the visual survey described in Step 1 above highlights a business critical system as agreed with the Company.
- 5.9.3 The Supplier shall undertake a review of Maintenance Records and other relevant maintenance data including, but not limited to (and as available for the previous 12 month period):
 - planned preventative maintenance schedules (past and present);
 - maintenance records from the Asset Management System (AMS);
 - maintenance log books;
 - discussions with the Company's Representative and the Supplier's Staff undertaking maintenance tasks;
 - sub-contractor reports;
 - helpdesk work orders;
 - customer feedback; and
 - other relevant sources of information.
- 5.9.4 The Supplier shall review any patterns to failures, understand the background to the failures and consider whether changes to the maintenance approach can be made to help avoid similar future failures.
- 5.9.5 The Supplier shall verify that the maintenance frequency and actual work tasks reflect how the Sites are being used in a way that does not exceed or compromise the original design intention, for example in terms of air conditioning loads, use of plant items, appropriateness of building management system control.

5.10 Step 3 – Completion of Failure Mode, Effects and Criticality Analysis (FMECA) to Identify Consequence of Failure

- 5.10.1 The Supplier shall deliver a FMECA assessment to the Company in accordance with the timescales set out in paragraph 5.11.5 below which shall include the outputs of Steps 1 and 2 above.
- 5.10.2 The Company shall review the FMECA assessment and shall provide feedback to the Supplier within four (4) weeks of receipt.
- 5.10.3 The Supplier shall amend the risk assessment to reflect the Company's feedback and deliver the final risk assessment to the Company by no later than eight (8) weeks after the issue of the draft risk assessment.
- 5.10.4 The Supplier shall make recommendations to assist in reducing the risk to business from plant/system failure. This shall include



consideration of additional plant items to improve redundancy, addition of monitoring systems, and development of "process" contingency measures, for example setting up a supply of plant spares for key components.

5.11 Step 4 – Maintenance Strategy 2: Recommended Maintenance Regimes Based on Risk

- 5.11.1 The Supplier shall review the existing maintenance tasks and frequency as set out in the Annual Planned Maintenance Schedule and prepare an updated Annual Planned Maintenance Schedule (the "Revised Annual Planned Maintenance Schedule") to take account of the final risk assessment.
- 5.11.2 The Supplier shall incorporate in the Revised Annual Planned Maintenance Schedule revisions to the frequency of inspection where applicable and shall include, where appropriate, the application of additional condition monitoring to enhance the maintenance regime. The Supplier's Revised Annual Planned Maintenance Schedule shall ensure that the most appropriate maintenance approach is being undertaken to optimise asset performance against cost of maintenance. The Supplier shall seek to reduce maintenance costs where there is no material risk to the Company.
- 5.11.3 The Supplier shall submit the Revised Annual Planned Maintenance Schedule to the Company in accordance with the timescales set out in paragraph 5.11.5 below, together with an updated version of the Schedule 2 Payment, which shall reflect the implementation of Maintenance Approach 2.
- 5.11.4 Where the implementation of Maintenance Approach 2 results in a reduction in the Contract Price, this shall be implemented through a Variation Order in accordance with Schedule 6 Part A (Contract Variation Procedure).

5.11.5 Timescale for Review

The Contractor shall carry out the review to the following timetable:

| STEP | TIMESCALE FOR COMPLETION OF CFM |
|-------------|---|
| | (FIRST 12 MONTHS following Commencement Date) |
| Steps 1 & 2 | To be completed by no later than eight (8) months following the |
| = | Commencement Date. |
| Step 3 | Risk to failure assessment to be issued to the Authority by no later than |
| | nine (9) months following the Commencement Date. |
| Step 4 | Revised Annual Planned Maintenance Schedule to be issued to the |
| | Authority by no later than ten (10) months following the Commencement |
| | Date. |

