

(b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

30.5 The Company reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.

30.6 Without limiting the Company's rights under any other termination provision in this Contract, the Supplier shall remedy any breach of the provisions of this Clause 30 within four (4) weeks' notice of the same from the Company (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 30 following the Notice Period, the Company may by written notice to the Supplier immediately terminate this Contract.

31 Responsible Procurement

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

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

31.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical manner (the "**Ethical Sourcing Policy**") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Supplier shall and shall procure that all of its subcontractors shall comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.

31.4 The Supplier acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).

31.5 The Supplier shall not be entitled to any addition to the Contract Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).

- 31.6 The Supplier shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 31 and the provisions of this Clause 31 are included in any subcontract (of any tier).
- 31.7 The Supplier shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 31.

32 Assignment and Subcontracting

- 32.1 The Supplier shall not assign, novate or subcontract any of its rights or obligations under the Contract or any part thereof without the prior written consent of the Company.
- 32.2 The subcontracting of all or any part of the Goods and/or Services to a subcontractor shall not relieve the Supplier of its obligations to supply the Goods and/or Services under the Contract. The Supplier shall be responsible for the acts and omissions of its subcontractors.
- 32.3 The Company may novate, assign, transfer or subcontract the Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.
- 32.4 Within seven (7) days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 8 in favour of any person to whom the Contract is being novated.
- 32.5 For the purposes of Clauses 32.6 to 32.10:

“**Subcontract**” means a contract between the Supplier and a Subcontractor; and

“**Subcontractor**” means a subcontractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the provision of the Goods and/or Services (or any part of them).

- 32.6 Subject to the Company’s prior written consent pursuant to Clause 32.1, where the Supplier subcontracts any or all of the Goods and/or Services, the Supplier shall include in each Subcontract (and procure that its Subcontractors (and any of their subcontractors of any tier) include in each of their subcontracts of any tier):
- 32.6.1 payment terms substantially similar to those set out in Clause 8.
- 32.6.2 terms entitling the Supplier or (in respect of a subcontract below the first tier) the payer under the relevant subcontract to terminate that subcontract if the relevant subcontractor fails to

comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.

- 32.7 On or before the Commencement Date, the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Subcontractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Subcontractor which the Supplier subsequently involves in the Goods and/or Services after the Commencement Date.
- 32.8 The Company reserves the right to verify whether there are any grounds for excluding any Subcontractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 32.8, the Company may request that the information provided by the Supplier under Clause 32.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Subcontractor(s). Further, the Company:
- (a) shall require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and
 - (b) may require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.
- 32.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a subcontractor pursuant to Clauses 32.8(a) or 32.8(b).
- 32.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 32.8(a) or 32.8(b).

33 Company's and Supplier's Representative

Each party shall appoint one or more representatives to act on its behalf under the Contract. Each party shall advise the other party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1. The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any party may, on giving reasonable notice to the other party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Each party shall be responsible for the acts,

omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each party will be bound by any decision made or action taken by its representatives.

34 Costs

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

35 Severance

If a provision of the Contract is, or becomes, invalid, unenforceable or illegal, that will not affect the legality, validity or enforceability of any other provision of the Contract, provided that the operation of this Clause 35 would not negate the commercial interest and purpose of the parties under the Contract.

36 Publicity

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

37 Corrupt Gifts and Payments of Commission

- 37.1 The Supplier undertakes that it shall not and procures that its subcontractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.
- 37.2 The Supplier undertakes that it shall not, and uses reasonable endeavours to procure that its subcontractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.
- 37.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 37 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.

38 No Waiver

- 38.1 No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any

right or remedy as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

- 38.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Goods and/or Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Contract or otherwise.

39 Entire Contract

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

40 Notices and Service of Process

Any notice or other document given under, or in connection with, the Contract must be in English and in writing and sent by letter or fax or delivered by hand to the other party's representatives in each case to the address below. The notice or other document will be effective as follows:

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

The address and fax numbers of the Company and the Supplier are set out in Schedule 1.

If a party's details change, it must notify the other party promptly in writing of any such changes. The parties agree that proceedings arising out of or in connection with the Contract may be served in accordance with this Clause 40.

41 Dispute Resolution

- 41.1 Any question, dispute, difference or claim (a "**Dispute**") shall be resolved in accordance with this Clause 41.
- 41.2 The parties shall use their reasonable endeavours to resolve any Dispute by a meeting between the Company's Representative and a suitably qualified and duly authorised representative of the

Supplier (together the “**Nominated Representatives**”) which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one party to the other of a matter in dispute.

- 41.3 If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 41.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one party on the other), the Dispute shall be referred as soon as practicable to *[the Company’s Contracts and Procurement Manager and the Supplier’s Managing Director]* or in the absence or unavailability of these personnel, persons of similar status deputised to resolve disputes on behalf of their respective companies.
- 41.4 If the Dispute has not been resolved within twenty-one (21) days of it being referred to *[the Company’s Contracts and Procurement Manager and the Supplier’s Managing Director]* or their deputies in accordance with Clause 41.3 either party may refer the matter for resolution in accordance with the provisions of Clause 42
- 41.5 Clauses 41.1 to 41.4 are subject to the Supplier's rights (if any) under the HGCR to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company’s Adjudication Rules. For the purposes of this Clause 41.5, “**Adjudication Rules**” means the most recent edition of the Company’s adjudication rules on the date of the notice referring adjudication.

42 Governing Law and Jurisdiction

- 42.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 42.2 The Company and the Supplier submit, subject to the provisions of this Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

43 Counterparts

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

44 Contracts (Rights of Third Parties) Act 1999

- 44.1 Subject to the Replacement Employer's rights under Clause 28, no person except any member of the TfL Group may enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.
- 44.2 Notwithstanding those rights referred to above in Clause 44.1, the Company and the Supplier may agree to vary or rescind the Contract without the consent of any third party.

45 Partnerships and Joint Ventures

- 45.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under the Contract are joint and several. The Contract and the liabilities of the partners under the Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under the Contract.
- 45.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under the Contract are joint and several.
- 45.3 Nothing in the Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in the Contract, neither party is deemed to be the agent of the other, and neither party holds itself out as the agent of the other.

46 Bonds, Warranties and Guarantees

- 46.1 Where stated in Schedule 1, the Supplier shall at its own expense provide within seven (7) days of the Company's request the following:
- (a) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 9 in favour of the Company;
 - (b) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 9 in favour of the Company.
- 46.2 The Supplier shall ensure that any bond required under Clause 46.1:

- (a) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1; and
 - (b) is renewed every twelve (12) months until the earlier of (i) expiry of the Warranty Period applicable to the final Delivery Date or (ii) twelve (12) months after termination.
- 46.3 If at any time the existing bond and/or parent company guarantee cease(s) to meet the requirements of Clauses 46.1 and 46.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within seven (7) days.
- 46.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 46.1 completed and signed by a qualified lawyer from the country in which the guarantor and/or parent company is resident in the form specified by the Company.
- 46.5 If any performance bond and/or parent company guarantee required by the Contract is not procured by the Supplier and delivered to the Company in accordance with Clause 46.1, one quarter of the Contract Price shall be retained in assessments of the amount due and shall not be payable to the Supplier until such documents have been delivered.
- 46.6 If required by the Company, the Supplier shall procure that the terms of any subcontract require the subcontractor, within seven (7) days of a written request by the Company to the subcontractor, to enter into:
 - (a) a collateral warranty in the form set out in Schedule 10 in favour of the Company and if requested by the Company, the Supplier shall require the subcontractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the subcontractor is resident in the form specified by the Company; and
 - (b) a parent company guarantee in the form provided by the Company from the ultimate holding company of the subcontractor in respect of any of the subcontractor's obligations under any collateral warranty required under this Clause 46.6.
- 46.7 If any warranty (including any accompanying parent company guarantee) required under Clause 46.6 is not delivered to the Company in accordance with Clause 46.6 one quarter of the Contract Price relative to the Goods and Services provided by the relevant subcontractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.

47 Change of Control

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

48 Interest

- 48.1 If either party fails to pay to the other any amount payable in connection with the Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any interest accruing under this Clause 48.1 shall be immediately payable by the paying party on demand.
- 48.1 Not used.
- 48.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

49 Freedom of Information

- 49.1 For the purposes of this Clause 49.1:

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

“Information” means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

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

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

- 49.3 Without prejudice to the generality of Clause 49.2 the Supplier shall and shall procure that its subcontractors (if any) shall:
- (a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to the Contract, the supply of Goods and Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and
 - (b) in relation to Information held by the Supplier on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.
- 49.4 The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

50 Data Transparency

- 50.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 29 and Clause 49, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.
- 50.2 The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 50.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

51 Survival

The provisions of Clauses 4 (Records and Audit), 8.13 (Set-Off), 10 (Failure to Supply), Clause 18 (Warranty), 19 (Intellectual Property Rights), 20 (Termination), 22 (Indemnity and Insurance), [24 (*Environmental Claims*)] 28 (Supplier Personnel), 29 (Confidentiality), 31 (Responsible Procurement), 35 (Severance), 36 (Publicity), 37 (Corrupt Gifts and Payments of Commission), 38 (No Waiver), 39 (Entire Contract), 40 (Notices and Service of Process), 41 (Dispute Resolution),

42 (Governing Law and Jurisdiction), 44 (Contracts (Rights of Third Parties) Act 1999), 49 (Freedom of Information), 50 (Data Transparency), 51 (Survival), 52.1 and 52.5 (Transport for London Group) will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

52 Transport for London Group

52.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (a) Without prejudice to the Company's right to terminate the Contract under Clause 20.1, Clause 20.2(a) or at common law, the Company may terminate the Contract at any time in accordance with the provisions of this Clause 52.1 in the event that:
 - (i) there is a Declaration of Ineffectiveness; or
 - (ii) there is a Public Procurement Termination Event (without prejudice to the Company's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016).
- (b) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Company shall notify the Supplier. The parties agree that the provisions of this Clause 52.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 20.1 and this Clause 52.1 or the Cessation Plan, the provisions of this Clause 52.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.
- (d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:

- (i) an orderly and efficient cessation of the supply of Goods and Services or (at the Company's request) a transition of the supply of Goods and Services to the Company or such other entity as the Company may specify; and
 - (ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 52.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (e) Upon agreement, or determination by the Company of the Cessation Plan the parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Contract in accordance with this Clause 52.1.

52.2 **Crime and Disorder Act 1998**

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

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

and in the performance of the Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to

procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

52.3 **The Company's business**

The Supplier acknowledges that it:

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

52.4 **Best value**

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

52.5 **Data Protection and Cyber Security**

- (a) The Supplier shall comply with all of its obligations under the Data Protection Legislation.
- (b) The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

52.6 **Conflict of Interest**

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the

supply of Goods and Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

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

52.7 Equality, Diversity and Modern Slavery

52.7.1 Without limiting the generality of any other provision of the Contract, the Supplier:

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

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

52.7.2 The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

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

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

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

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

52.7.5 Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

52.8 Work Related Road Risk

52.8.1 For the purposes of Clauses 52.8.2 to 52.8.10 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Alternative Scheme” has the meaning given to it in Clause 52.8.2(a);

“Approved Progressive Driver Training” an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;

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

“Category N2 HGV” a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

“Category N3 HGV” a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

“CLOCS Standard”	means the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk
“Collision Report”	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk
“Driver”	any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Goods and Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation

requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:

www.fors-online.org.uk

“Gold Accreditation”

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

www.fors-online.org.uk

“HGV”

a vehicle with a MAM exceeding 3,500 kilograms;

“MAM”

the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Silver Accreditation”

the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms; and

“WRRR Self-Certification Report”

has the meaning given to it in Clause 52.8.8.

Fleet Operator Recognition Scheme Accreditation

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

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the “Alternative Scheme”); and
- (b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual

independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

52.8.3 The Supplier shall ensure that every HGV, which it uses to provide the Goods and Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

52.8.4 Where applicable, for contracts for works exceeding a value of £1m:

- (a) the Supplier shall comply with the CLOCS Standard
- (b) the Supplier shall ensure that the conditions at all sites and locations where:
 - (i) the Services are being delivered, or
 - (ii) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Goods and Services.

Direct Vision Standard (DVS)

52.8.5 Where applicable for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

- (a) The Supplier shall comply with the DVS Schedule attached to this Contract; and
- (b) the Supplier shall ensure that:
 - (i) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Goods and Services achieve a minimum of a one (1) star Direct Vision Standard rating;
 - (ii) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Goods and Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

52.8.6 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods and Services the Supplier shall ensure that each of its Drivers attends Approved Progressive Driver Training throughout the duration of the Contract.

Collision Reporting

52.8.7 Where the Supplier operates Delivery and Servicing Vehicles to deliver the Contract, the Supplier shall:

- (a) within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five Working Days of a written request from the Company at any time.

Self Certification of Compliance

52.8.8 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods and Services, within 90 days of the Commencement Date, the Supplier shall provide a written report to the Company detailing its compliance with Clauses 52.8.2, 52.8.2, 52.8.5, 52.8.6, and 52.8.7 (as applicable) of this Contract (the "WRRR Self-Certification Report"). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier regarding subcontractors

52.8.9 The Supplier shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to supply the Goods and Services shall comply with the corresponding provisions of this Agreement:

- (a) Clause 52.8.2, 52.8.6, 52.8.7, 52.8.8; and
- (b) for Category N2 HGVs – Clauses 52.8.3; and
- (c) for Category N3 HGVs – Clauses 52.8.3, where applicable 52.8.4, 52.8.5;

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

Failure to Comply with Work Related Road Risk Obligations

52.8.10 Without limiting the effect of any other clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 52.8.2, 52.8.3 (where applicable), 52.8.5 (where applicable), 52.8.6, 52.8.7, 52.8.8 and 52.8.9:

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

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

53 CompeteFor

- 53.1 Without prejudice to Clause 32, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Contract, to supply goods, works or services to the Supplier.
- 53.2 The Supplier will use all reasonable endeavours to ensure that its subcontractors (for the purposes of this Clause, the "**Supplier's Subcontractors**") use CompeteFor, on a non-exclusive basis, to make available to other subcontractors all appropriate opportunities, arising in connection with the Contract, to supply goods, works and services to the Supplier's Subcontractors.
- 53.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Subcontractors, as required by this Clause 53.3, and will report this information on a quarterly basis by way of email to the Company's Representative.

54 Criminal Record Declarations

- 54.1 For the purposes of this Clause 54:
- "**Relevant Individual**" means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier involved in the provision of , or intended to provision of, any aspect of the Goods and Services; and
- "**Relevant Conviction**" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.
- 54.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Goods and Services. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 54.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods and Services any Relevant Individual who has disclosed a Relevant Conviction.
- 54.4 The Company shall have the right in accordance with the audit rights set out in Clause 4 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 54 at any time during performance of this Contract.
- 54.5 If the Supplier fails to comply with the requirements under Clauses 54.2 and/or 54.3 the Company may, without prejudice to its rights under Clause 20.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services unless (in the case of non-compliance with Clause 54.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 54.2.
- 54.6 A persistent breach of Clause 54.2 and/or Clause 54.3 by the Supplier shall entitle the Company to terminate the Contract in whole or in part with immediate effect in accordance with Clause 20.1(a).
- 54.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Contract and/or the Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services.
- 54.8 Nothing in this Clause 54 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Contract and the Supplier's responsibilities in respect of the provision of the Goods and Services remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 54.

Schedule 1
Detailed Terms

Commencement Date Option to Extend	November 2019 2 (two) years
Expected Delivery Date(s)	Please refer to Schedule 5
Completion Date	November 2021
Delivery Address	Cockfosters Train Maintenance Depot, Bramley Road, Oakwood, London N14 4HX or Northfields Train Maintenance Depot Northfields Avenue, London W5 4UB
Supplier's Representative: Address for service of notices: Telephone: Email:	REDACTED
Company's Representative: Address for service of notices: Telephone: Email:	REDACTED
Contract Price	Please refer to Schedule 2
Warranty Period	36 months from delivery subject to normal wear & tear
Initial Period	2 (two) years
Specification	Please refer to Schedule 3
Programme	Please refer to Schedule 5
Additional applicable standards under Clause 3.2(d) and 3.2(j)	Please refer to Schedule 3
Security required pursuant to Clause 46:	No
Bond	No
Parent company guarantee	

<p>The Liquidated Damages for delay for the purpose of Clause 9.3 payable for such Goods are:</p> <p>The period of delay over which the Liquidated Damages shall be calculated for the purpose of 9.3 is every</p> <p>The maximum amount of Liquidated Damages payable under Clause 9.3 expressed as a percentage of the price payable for such Goods is:</p>	<p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p>
<p>The Liquidated Damages for delay for the purpose of Clause 12.15 payable for such Services are:</p> <p>The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 12.15 is every:</p> <p>The maximum amount of Liquidated Damages payable under Clause 12.15 expressed as a percentage of the price payable for such Services is:</p>	<p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p>
<p>The Supplier's total liability for the purposes of Clause 22.9 is:</p>	<p>REDACTED</p>
<p>The following Supplier Personnel are Key Personnel</p>	<p>REDACTED</p>

**Schedule 2
Price and Payment**

REDACTED

**Schedule 2
Price and Payment**

REDACTED

Schedule 3 Specification

1. Background

The Piccadilly Fleet was previously due to be de-commissioned prior to 2016. However, the Fleet now has a revised disposal date of 2026. Therefore, a major review of the current physical condition, Reliability data, and the work required to keep running a safe and Reliable Fleet until this revised date has been undertaken.

The Saloon Seating was an area identified as requiring attention within the 2026 strategy paper due to the current condition, incidents in service of reported clothing damage due to defective seating and decreasing mystery shopper (MSS) Scores in conjunction with remaining Fleet life.

In a previous tender undertaken in 2017 in which a seat solid aluminum base design was approved for use on the fleet, a small percentage of the fleet was fitted out with the solid aluminum base design seat.

1.1 Objectives

Replace / overhaul the Piccadilly line saloon seating, including replacing the current old moquette design with the new London Underground Limited (LUL) design. Due to the expected life of the seat bases, the plan is to replace the current spring case design with a solid base with foam padding. The reasoning is that if we change like for like regards the seat base spring cage type seat they will require changing again before the trains are de-commissioned.

The seat backs and perch seats require overhaul only i.e. replacement of the seat Bags (Fire and anti- slash barriers) but keep the original spring backs and perch seat frames. Both are to have the new LUL moquette design. A spares provision will also be required as per the details provided in the Quantities Table 1-3.

2. SCOPE

2.1 Introduction

This Specification defines the requirements for the replacement / overhaul of the saloon seating as fitted to the Piccadilly Line 73TS. The specification **also includes the** replacement of the original moquette with the new modified LUL design.

Saloon Seating Configuration

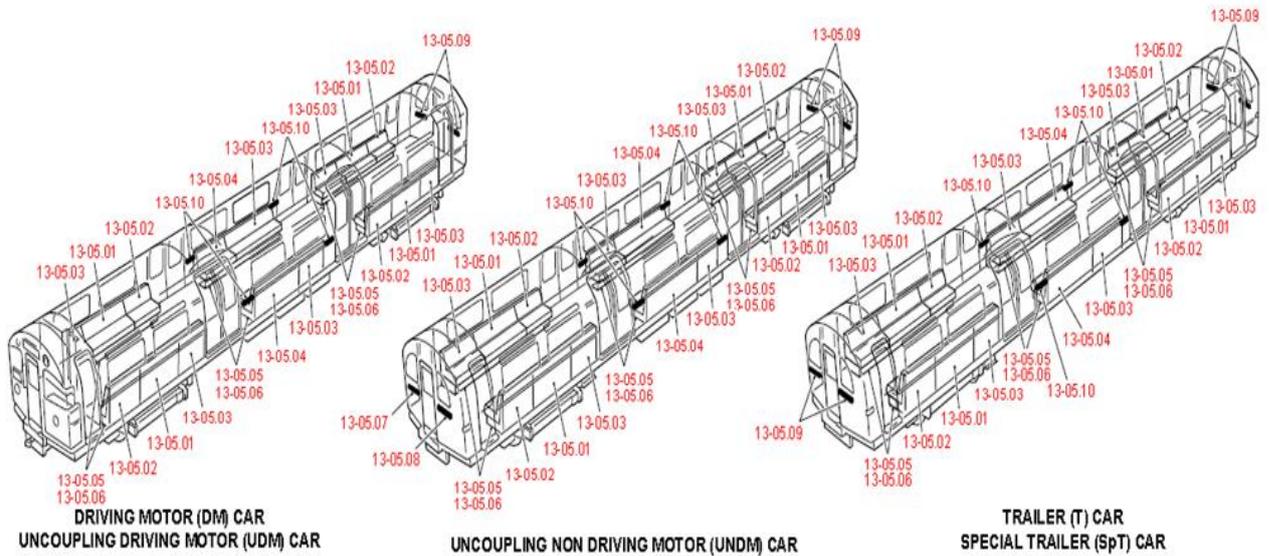
The Piccadilly Fleet comprises 172 three car units which consist of a combination of the following cars dependent on whether the unit is a “single ender” or “double ender”:

- Driving Motor Cars (DM's and UDM's)
- Trailer and Special Trailer cars (T and SpT)
- Uncoupling Driving Motor cars (UNDM's)

Of the 172 units, 151 are “Single enders” consisting of a Driving Motor, Trailer car and Uncoupling Driving motor car. The remaining 21 units are “Double ended” with a Driving Motor at each end of the unit and a Trailer car in the middle.

The seating configuration in each car varies slightly, and comprises multiple seat types, all of which are detailed in the following photographs and extract from the Illustrated Parts List.

Figure 1 – Saloon Seating Configuration by car type



13-05.01	TRIPLE SALOON SEAT ASSEMBLY - END BAY
13-05.02	TWIN SALOON SEAT ASSEMBLY - RH
13-05.03	SALOON SEAT ASSEMBLY - LH
13-05.04	TRIPLE SALOON SEAT ASSEMBLY - CENTRE BAY
13-05.05	SEAT SHELF ASSEMBLY
13-05.06	SEAT LOCK ASSEMBLIES
13-05.07	PERCH SEAT ASSEMBLY (UNCOUPLER END)
13-05.08	PERCH SEAT ASSEMBLY (UNCOUPLER SIDE/END)
13-05.09	PERCH SEAT ASSEMBLY (STANDARD BODY END)
13-05.10	PERCH SEAT ASSEMBLY (CENTRE BAY)

Figure 2 – Longitudinal Seat Assemblies, all car types



Figure 3 - Centre bay Perch Seat, all car types



Figure 4 - Body end Perch Seats, all car types



Figure 5 - Uncoupling end Perch Seat, UNDM car only



It can be seen from the information above, that the “Longitudinal” seats comprise both a seat base and seat back mounted to a frame which is built to accommodate 2 or 3 seats dependent upon location.

There are a total of 5 different Perch seat types fitted to the fleet, which are mounted using varying fixing arrangements dependent upon location.

The following tables 1-3 detail the total quantities of each seat type fitted to the fleet.

Figure 6 – Current Longitudinal Seat back – Front view



Figure 7 – Current Longitudinal Seat back – Rear view



New design solid seat bases are to be supplied with a foam cushion containing fire barriers and slash resistant mesh. The seat backs and perch seats are to be overhauled using existing frames with new fire barriers and slash resistant mesh. A new moquette cover is required for all components.

The Specification requires costs for the production of a fleet's quantity as the prime output.

The submission requires the contractor to provide a quotation as described in the specification section.

Reference within this and all related documents to the 'Engineer' shall refer to the authorised representative of the Engineering Department of London Underground.

Reference within this document to the contractor shall identify an approved organisation contracted by London Underground for the purpose of the supplying the fleet quantity of seats defined within this specification.

3. Supply Condition

The Contractor is to provide secure stillages for movement and handling of 3 trains worth of float seats. The stillage type is to be agreed with the LUL project manager prior to programme commencement.

4. Specifications

The requirement is for a quantity of seat bases perch seats and seat backs to be made or overhauled and provided with cushions and covers as stated within this specification (See Quantities Required, tables 1-3 below). All manufactured components must meet the standards as laid down in LU standards S1180 and S2180.

4.1 The new seat base

The design for the replacement of the existing seat base are to be manufactured in accordance with the drawings detailed in Appendix 3 and fitted with a cushion and moquette cover. Cushion and moquette covers are too manufactured as per Appendix 1 and 2.

The key points; the contractor to ensure:

- that all sharp edges are removed from the seat bases prior to deliver.
- that Velcro Hook and Loop F.R.T is used. Please refer to Data Sheet at Appendix 3.
- when stitching moquette panels together an approved stitching method is to be used such as Over Edge Stitch (reference ISO 512). The stitch material and rate is also to be stated. This is to be approved by a TFL representative.
- that the moquette pattern is fitted in the correct orientation
- each item is checked against a glass case sample that has been approved by a TFL representative.

4.2 The Seat Backs

Require overhaul only. The Contractor will be provided with seat backs that are to have the old cushion and moquette removed. The frame is to be cleaned and springs replace where necessary and new cushion and moquette cover fitted. The moquette and cushion covers are to be manufactured as per Appendix 1 and 2.

The key points; the contractor to ensure:

- when stitching moquette panels together an approved stitching method is to be used such as Over Edge Stitch (reference ISO 512). The stitch material and rate is also to be stated. This is to be approved by a TFL representative.
- that the moquette pattern is fitted in the correct orientation.
- each item is checked against a glass case sample that has been approved by a TFL representative.

4.3 The Perch seats

See Appendix 4, require overhaul only. The Contractor will be provided with perch seats that are to have the old cushion and moquette removed. The frame is to be cleaned and new cushion fitted.

The key points; the contractor is to ensure:

- covers do not obscure the frame mounting holes.
- there is no bunching of moquette and squab material that could prevent the installation of the perch seat.
- when stitching moquette panels together an approved stitching method is to be used such as Over Edge Stitch (reference ISO 512). The stitch material and rate is also to be stated. This is to be approved by a TfL representative.
- that the moquette pattern is fitted in the correct orientation.
- verify suitability of the moquette and squab design on site to give confidence .
- each item is checked against a glass case sample that has been approved by a TfL representative.

The manufacture will supply all the moquette to the new LUL design. (London Eye design)

4.4 Quantities Required

TABLE 1. Quantity of Bases and Backs Required

Part Number	Seat Type	Quantities of Bases & Backs by car			No. of DM's/UDM's	No. of UNDM's	No. of T's/SPT's	Total Quantity of 1 Unit Base & Back	Total Quantity of Seat bases	Total Quantity of Seat backs	
		DM and UDM	UNDM	T and SPT							
502/2138	Standard Base	24	22	22	171	133	152	68 or 70	10374	10374	
502/2139	LH Base	4	4	4	171	133	152	12	1824	1824	
502/2140	RH Base	4	4	4	171	133	152	12	1824	1824	
502/2138	Priority Base	6	8	8	171	133	152	22 or 20	3306	3306	
502/2060	Standard Back	32	30	30	171	133	152	92 or 94	14022	14022	
502/2060	Priority Back	6	8	8	171	133	152	22 or 20	3306	3306	
								Totals	114 backs 114 bases	17328	17328

TABLE 2 Quantities of Bases and Backs Covers Required

Part Number	Cover Type	DM and UDM	UNDM	T and SPT	No. of DM's/ UDM's	No. of UNDM's	No. of T's/ SPT's	Total Quantity Covers
502/2169	Standard Seat Base Cover	32	30	30	171	133	152	14022
502/2141	Priority Seat Base Cover	6	8	8	171	133	152	3306
502/2168	Standard Seat Back Cover	32	30	30	171	133	152	14022
502/2061	Priority Seat Back Cover	6	8	8	171	133	152	3306

TABLE 3 Quantities of Perch Seats Required

Part Number	Seat Type	DM and UDM	UNDM	T and SPT	No. of DM's/ UDM's	No. of UNDM's	No. of T's/ SPT's	Total Quantity of Assys	Total Quantity of Seat bases
502/2166	Perch seat assy uncoupler end	0	1	0	171	133	152	133	133
502/2165	Perch seat assy uncoupler side/end	0	1	0	171	133	152	133	133
502/2164	Perch seat assy Longitudinal body end	2	2	4	171	133	152	1216	1216
502/2147	Perch seat assy centre bay L/H	2	2	2	171	133	152	912	912
502/2148	Perch seat assy centre bay R/H	2	2	2	171	133	152	912	912
Totals								3306	3306

4.5 Transport and Disposal costs

The Contractor shall manage all transport costs for delivery and pick up from Cockfosters or Northfields Depot. Contractor required to quote for the disposal of the old seat bases as part of the tender.

Primary delivery location

Transport for London
Cockfosters Depot
Bramley Road
Enfield
N14 4HX

Secondary delivery location

Transport for London
Northfields Depot Northfield Avenue
Ealing
W5 4UB

5. DELIVERABLES / MILESTONES**5.1 Program / Beat Rate**

The contractor shall prepare a program for the manufacture and delivery of assembled saloon seat bases to be agreed with the nominated LUL representative. The program is to be provided under the contract in accordance with the key deliverables and requirements of the company representative. LUL program beat rate will be two 3 car trains per week.

Program to include pick up of the old seat backs and perch seats from Cockfosters Depot, provide packing boxes, dispose of old seat bases (Quote requested). Delivery / pick up dates to be agreed with LUL project manager.

6. QUALITY ASSURANCE**6.1 Quality Assurance Requirements**

Bidder to provide a quality, inspection and test plan (QITP) detailing all areas of manufacturing and testing (including frequencies) to prove compliance to the design specification.

If the bidder is successful in being awarded a contract the QITP will need to be formally submitted and agreed by the LUL Company Representative. An audit will be then undertaken to ascertain effective controls have been implemented. When this process is completed a full FAI (First Article inspection) will be completed at the supplier's premises.

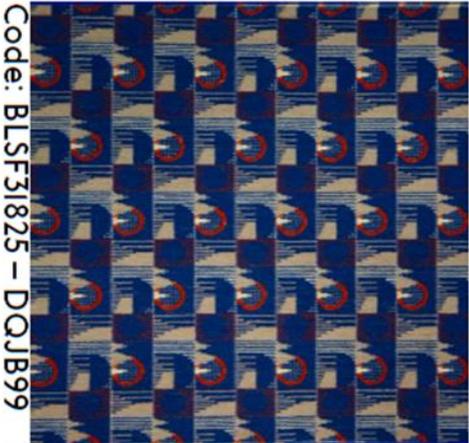
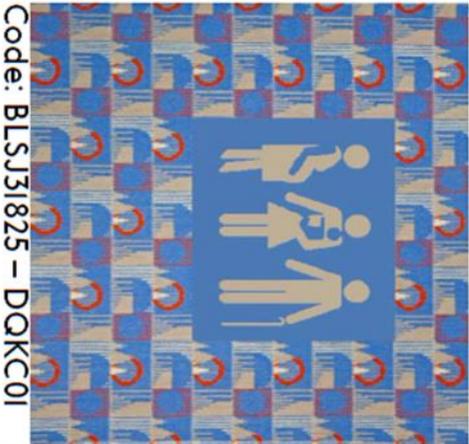
7. KEY PERFORMANCE INDICATORS (KPI's)**7.1 KPI's**

Key Performance Indicators have been defined in terms of Quality, On Time Delivery, and Contract administration. Key Performance Indicators will be used to measure and incentivise the Contractor's performance relative to the target levels agreed.

7.2 Management and Reporting on KPIs

The Contractor will be reviewed on KPI performance at regular intervals in line with Contract Review meetings. The Contractor will maintain a KPI report which presents KPI performance data for each period for the LUL standard thirteen period financial year. This will include reasoning for any variance or exceptions to the target KPI levels. The report will be issued to the company contract manager not less than every quarter.

Piccadilly Line Moquette



8. APPENDICES

8.1 Appendix 1. Piccadilly Line moquette reference

8.2 Appendix 2.

Cushion and Squab Material List

Cushion and squab materials are to consist of the materials as listed. If alternative materials are used then full fire testing as listed in S1180 and S2180 Extracts are to be completed.

Squab and Seat Base consist of the following:

Squab (seat back and perch seat).

Spring Cage – Existing or solid perch seat assembly.

Proban Calico – Product Code: Sheet 301, 100% cotton, Proban Treated.

Supplier: Redwood High Performance Fabrics.

Foam - Product Code: Fire seal FO36 Impregnated PU Foam:

Supplier: Carpenter Ltd

Fire Barrier/ Anti Vandal: Product Code: HTSPAV680 3 layer Anti Vandal Fire Barrier

Supplier: Hiltex Technical Textiles

Seat Base

Aluminium Cushion Pan- Drawing No: C3362-001

Proban Calico – Product Code: Sheet 301, 100% cotton, Proban Treated.

Supplier: Redwood High Performance Fabrics.

Foam - Product Code: Fire seal FO36 Impregnated PU Foam:

Supplier: Carpenter Ltd

Fire Barrier/ Anti Vandal: Product Code: HTSPAV680 3 layer Anti Vandal Fire Barrier

Supplier: Hiltex Technical Textiles

Canvas Anti Puncture Strips: Product: COF183509 - 509g/m² (15oz) Cotton Canvas Flame Retardant.

Supplier: Attwoolls Limited,

Dimensions of the perch seat, seat back and seat base layers:

Fire Barrier/Anti Vandal Layer

Consisting of 3 Layer

Felt (80% Para-aramid – 20% Pre-ox Fibre)

Wire (Bright Annealed S/Steel Type 304L)

Felt (80% Para-aramid – 20% Pre-ox Fibre)

Total Thickness of Layer = 3.0mm

Cut Sizes 530mm x 640mm – Cushion

420 x 450mm – Squab(Back)

Foam

Fireseal Foam Pad

Cut Sizes 540mm x 480mm – Cushion

420mm x 340mm – Squab(Back)

Foam Thickness = 25mm

Calico

Proban Calico Sheet

Cut Sizes 640mm x 540mm – Cushion

440 mm x 500mm – Squab(Back)

Calico Thickness = 0.4mm

Canvas Anti Puncture Strips

4cm and 5cm strip edge 50mm x 540mm – Cushion

40mm x 640mm – Cushion

No additional thickness

Total Thickness of Bag = 3.0 + 25 + 0.4 = 28.4 mm

8.3 Appendix 3. Velcro Data Sheet

INSTRUCCIONES DE TRABAJO	
Versión nº: 2	Fecha de revisión: Septiembre 2011
IDT-605: Fichas técnicas de producto	



HOOK F.R.T.

Construction characteristics

Basic construction
Base material
Standard binder backing

Width : < 50 mm
 ≥ 50 mm
 ≥ 100 mm

Overall thickness

Weight

Usage characteristics

Peel Strength with Hook std *

Shear Strength with Hook std *

Cycle life *

Breaking Strength *

Shrinkage after washing (3 x 60°C) *

Colourfastness to rubbing ISO 105 sec/X12
Colourfastness to water ISO 105 sec/EO1
Colourfastness to sea water ISO 105 sec/EO2
Colourfastness to light ISO 105 sec/BO2

Colourfastness to perspiration ISO 105 sec/EO4

Flammability test according F.A.R. 25853

Burn length
Combined after flame and glow time
Flaming time of drips

* Internal norm of VESA

Woven
Polyamide
Polyurethane F.R.T.

Nominal ± 1 mm
Nominal ± 1.5 mm
Nominal ± 2 mm

1.70 – 2.05 mm

300 g/m² ± 10 %

Average 2.0 N/cm
Minimum 1.3 N/cm

Average 10.3 N/cm²
Minimum 7.3 N/cm²

50 % loss after 5000 cycles

Minimum 210 N/cm

Maximum 4 %

4 minimum
4 minimum
4 minimum
5 minimum (dark colours)
4 minimum (white and light colours)
4 minimum

≤ 200 mm
≤ 15 seconds
≤ 5 seconds

The information included in this Technical Sheet is based on reliable tests and trials. Average value as a reference only, not a nominal specification. Given the diversity of uses of our products we advise our customers to assure themselves that the product meets the requirements of their application. The responsibility for the application and use of the product remains with the customer.

Elaborado: J.C. Lima

Revisado: E. Ducet

Autorizado: J. Jacobs

Fecha: 27.09.11

ANEXO: IDT – 605-B

FTP 101 Versión 3

Velcro Europe, S.A.: Toda la documentación gestionada mediante el software "GESDOC" está sometida a un sistema de control de la documentación. Cualquier copia impresa debe ser considerada instantáneamente obsoleta u excepción de la "copia controlada". El contenido de este documento debe considerarse confidencial y de uso interno.



TECHNICAL DATA

LOOP F.R.T.

Construction characteristics

Basic construction
Base material
Standard binder backing

Width : < 50 mm
 ≥ 50 mm
 ≥ 100 mm

Overall thickness

Weight

Usage characteristics

Peel Strength with Hook std *

Shear Strength with Hook std *

Cycle life *

Breaking Strength *

Shrinkage after washing (3 x 60°C) *

Colourfastness to rubbing ISO 105 sec/X12
Colourfastness to water ISO 105 sec/EO1
Colourfastness to sea water ISO 105 sec/EO2
Colourfastness to light ISO 105 sec/BO2

Colourfastness to perspiration ISO 105 sec/EO4

Flammability test according F.AR. 25853

Burn length
Combined after flame and glow time
Flaming time of drips

* Internal norm of VESA

Woven
Polyamide
Polyurethane F.R.T.

Nominal ± 1 mm
Nominal ± 1.5 mm
Nominal ± 2 mm

2.35 ± 0.25 mm

300 g/m² ± 10 %

Average 2.0 N/cm
Minimum 1.3 N/cm

Average 10.3 N/cm²
Minimum 7.3 N/cm²

50 % loss after 5000 cycles

Minimum 210 N/cm

Maximum 4 %

4 minimum
4 minimum
4 minimum
5 minimum (dark colours)
4 minimum (white and light colours)
4 minimum

≤ 200 mm
≤ 15 seconds
≤ 5 seconds

The information included in this Technical Sheet is based on reliable tests and trials. Average value as a reference only, not a nominal specification. Given the diversity of uses of our products we advise our customers to assure themselves that the product meets the requirements of their application. The responsibility for the application and use of the product remains with the customer.

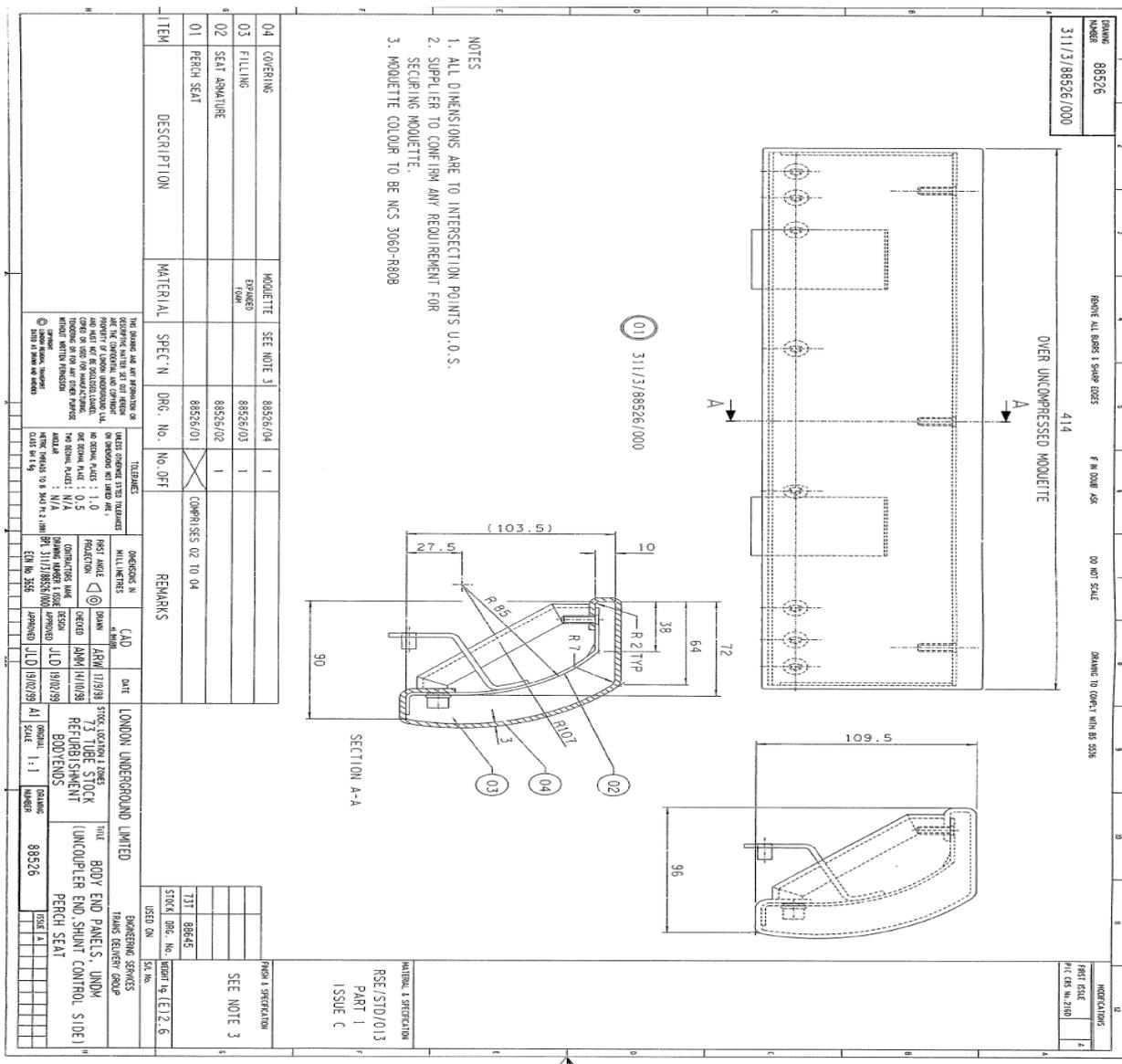
Elaborado: J.C. Lima Revisado: E. Ducet Autorizado: J. Jacobs

Fecha: 27.09.11

ANEXO: IDT – 605-B

FTP 201 Versión 3

Velcro Europe, S.A.: Toda la documentación gestionada mediante el software "GSDOC" está sometida a un sistema de control de la documentación. Cualquier copia impresa debe ser considerada instantáneamente obsoleta a excepción de la "copia controlada". El contenido de este documento debe considerarse confidencial y de uso interno



- NOTES
1. ALL DIMENSIONS ARE TO INTERSECTION POINTS U.O.S.
 2. SUPPLIER TO CONFIRM ANY REQUIREMENT FOR SECURING MOQUETTE.
 3. MOQUETTE COLOUR TO BE NCS 3060-R808

ITEM	DESCRIPTION	MATERIAL	SPEC'N	QTY	UNIT	REMARKS
04	COVERING	MOQUETTE	SEE NOTE 3	1	1	
03	FILLING	EXPANDED FOAM	88526/03	1	1	
02	SEAT ARMATURE		88526/02	1	1	
01	PERCH SEAT		88526/01	1	1	

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INDICATIONS	REVISIONS
1	ISSUE A

MATERIAL SPECIFICATION
RSE/STD/013
PART 1
ISSUE C

FINISH SPECIFICATION
SEE NOTE 3

STOCK NO. 88526
REF NO. (E12.6)

USED ON

ENGINEERING SERVICES
TRAINING DELIVERY GROUP

LONDON UNDERGROUND LIMITED
73 TUBE STOCK
REFURBISHMENT
BODY ENDS
PERCH SEAT

DATE: 19/02/99
DRAWN: JLD
CHECKED: JLD
APPROVED: JLD
SCALE: 1:1

DESIGNER: JLD
DRAWN: JLD
CHECKED: JLD
APPROVED: JLD

CONTRACT NO. 311/3/88526/000
PROJECT NO. 311/3/88526/000
JOB NO. 311/3/88526/000