



LUL Nominee BCV Limited
5th Floor, Templar House
81-87 High Holborn
London
WC1V 6NU

3rd March 2014

Ms Claire Pemberton
Bid Manager
Siemens Rail Automation Limited
Infrastructure & Cities Sector
Mobility and Logistics Division
Rail Automation
Pew Hill
Chippenham
SN15 1JD

**APPENDIX 3
ACCEPTANCE OF OFFER OF EQUIPMENT AND SERVICES**

**PROJECT TITLE: VICTORIA LINE WORLD CLASS CAPACITY,
NORTHUMBERLAND PARK SIGNALLING DEPOT ADVAMCED WORKS TRACK
CIRCUIT CONVERSION.**

In accordance with Clause 4 of the Framework Agreement, we hereby confirm acceptance of your Offer of Equipment and Services dated 19th February 2014 for the above Contract, inclusive of document; Contract Scope of Works Victoria Line – NOP Track Circuit Conversion, SRA ref VLU World Class WP2 Rev1,

Yours faithfully



Vince Barber
Senior Commercial Manager

Acceptance: Siemens Rail Automation Limited

Name **Title**

Date

Clive Chappells
Commercial, BCV Line Upgrades & SSL Trains
London Underground Limited
5th floor, Templar House, 81-87 High Holborn, London,
WC1V 6NU

Name Claire Pemberton
Business Unit Rail Automation
Department Bids and Tendering

Telephone
Fax
Mobile
E-mail



Your reference
Date 19th February 2014

Dear Sirs

Framework Agreement No SIG 100422 Dated 29th August 2009

In Response to a Request for Equipment and Services – Victoria Line World Class Capability dated 4th February 2014

Offer of Equipment and Services to Provide Northumberland Park signalling Depot Advanced Works Track Circuit Conversion

Further to your Request for Equipment and Services dated 4th February 2014, we hereby set out our Offer of Equipment and Services below.

We have sought to clarify our offer to you so that we are clear on the responsibilities on each task, please do not hesitate to contact us if you need something additional/ different to the proposal we are offering.

The proposed Contract Scope of Work is detailed in the attached Contract Scope of Work (Contract Scope of Work v1)

If you accept the offer in this letter, the Contract shall consist of:

- 1) The Acceptance of the Offer for Equipment and/ or Services:
- 2) This Offer of Equipment and Services
- 3) The Request for Equipment and/ or Services dated 4th February 2013
- 4) The Terms and Conditions (Schedule 2A to the Framework Agreement and the other Schedules incorporated pursuant to Clause 3.1 of the Framework Agreement).
- 5) The following other sections completed as appropriate pursuant to Clause 3.2 of the Framework Agreement
 - a. Siemens response to draft Schedule 2B Special Conditions provided by the Company
 - b. Schedule 5B Contract Programme (LUL NOP Dep Draft Tender Plan v0.4, dated 19 February 2014)

Mobility and Logistics

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Offer Against Requirements

Based on our understanding of the work as set out in the document (Contract Scope of Work v1) our Fixed Price for undertaking this work is **£825,156.00** excluding VAT. A summary breakdown of this Fixed Price offer is as follows:

Description	Price
010 Preliminaries	£104,307
020 Design	£114,654
040 Signalling	£332,850
050 Signalling Equipment	£171,863
080 Commissioning	£57,378
090 Handback	£6,189
750 Expenses	£37,914
Total	£825,156

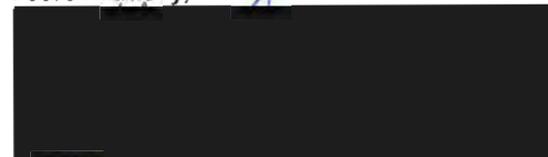
The associated Payment Milestones are:

Date	Description	Value
03/14	Signature Of Both Parties To The Contract	£124,197
05/14	Submission by the Contractor to the Company of the Cat S certificates for the book-wiring design.	£300,000
06/14	Submission by the Contractor to the Company of the Contractor's Commissioning Plan.	£150,000
07/14	Submission by the Contractor to the Company of the Contractor's install/Test Certificates for the installation components.	£150,867
08/14	Hand-back and customer acceptance into service complete.	£100,092
	Total:	£825,156

To meet your desired timescales to deliver this work, our Offer is open for your acceptance until 3rd March 2014 from the date hereof. Given the nature of the Programme we would be unable to fulfill this work if a Contract is not in place by 3rd March 2014.

We trust that our proposal is clear and meets your requirements. When you are in a position to discuss our tender further, or if you have any further questions please contact me on the numbers above.

Yours faithfully,



Claire Pemberton
Bid Manager

Enclosures

1. Proposed Contract Programme (LUL NOP Dep Draft Tender Plan v0.4, dated 19 February 2014)
2. Contract Scope of Work (Contract Scope of Work v1)
3. Offer Schedule 2B in response to draft Schedule 2B provided by the Company (Offer Schedule 2B)
4. List of Clarification Requests/ Answers (List of Clarification Requests- Answers v1)

LUL DRAFT – 12/09/13
SUBJECT TO CONTRACT

To: Siemens Rail Automation Limited

Date: 4th February 2014

Dear Sirs

REQUEST FOR EQUIPMENT AND SERVICES

PROJECT TITLE: VICTORIA LINE WORLD CLASS CAPACITY

In accordance with Clauses 4.1 and 4.2 of the Framework Agreement, we hereby notify you that we require the provision of Equipment and Services as detailed in the Contract Brief.

Should you wish to submit an Offer of Equipment and Services in response to this request, please do so within 14 Business Days of receipt. The Offer of Equipment and Services shall be in the form of Appendix 2 and shall include full details of all Equipment and Services to be supplied. Prices for Equipment shall be fixed and calculated so far as possible in accordance with Schedule 4. Similarly, delivery times for Equipment shall, so far as possible, be in accordance with the times quoted in Schedule 3.

Each Contract formed by the acceptance by the Company of an Offer of Equipment and Services shall be subject to the provisions of the Framework Agreement.

The Contract Manager for the Contract is Clive Chappells

A Direct Agreement is not required and Part B of Clause 55 applies.

Words and expressions defined in the Framework Agreement bear the same meanings in this Request for Equipment and Services.

Please confirm by return to the undersigned whether you propose to submit an Offer of Equipment and Services.

Yours faithfully

Clive Chappells

Commercial

For and on behalf of LUL Nominee BCV Limited

Any queries regarding the contents of this letter or of the Framework Agreement should be addressed to the Framework Manager, LUL Nominee BCV Limited.

CONTRACT BRIEF

Re: REQUEST FOR EQUIPMENT AND SERVICES
PROJECT TITLE: VICTORIA LINE WORLD CLASS CAPACITY
Dated 4th February 2014

This brief defines the Company's requirements for Equipment and/or Services as set out in the above-referenced Request.

Please include in your Offer of Equipment and/or Services as follows.

Services

In accordance with Documents:

- Victoria Line World Class Capacity, Sra Scoping Meeting - Friday 24th January, 2014. Chippenham.
- Victoria Line – Signalling & Service Control Centre Signalling & Control Modifications Scoping Paper.

Requirement:

- Please provide a cost estimate to support the technical scope development for workstream 1 (Signalling mainline scope) and 3 (Signalling Depot works), this activity is expected to last 4 weeks. It will be supported by the ad hoc attendance of an LU Engineer at Chippenham.
- Please provide a cost estimate to support two workshops in London to cover Siemens presentation of potential SCS and ATR changes to support a scope development of workstream 3. **SHOULD READ 5**
- Please provide a fixed price to deliver workstream 2, within one weeks.
- Please provide a fixed price to deliver workstream 4 within six weeks.
- The scope of workstream 6 is covered by a separate request for offer, which has been issued to Gary Fortune.

**SCHEDULE 2B
SPECIAL CONDITIONS**

1. Interpretation

- 1.1 References in this Schedule 2B to ‘paragraphs’ shall mean the paragraphs of this Schedule 2B unless the context requires otherwise.

2. Parent Company Guarantee

- 2.1 The Contractor shall obtain and deliver to the Company within one week of the Start Date a letter in the form attached at Annex 1 to this Schedule 2B (the **PCG Letter**).
- 2.2 If the Contractor has not provided the PCG Letter to the Company within one week of the Start Date in accordance with paragraph 2.1, the Company shall be entitled to retain one quarter of the amount due and this amount shall not be payable by the Company until the PCG Letter has been delivered to the Company.

3. Intellectual Property Rights

- 3.1 *Vesting of Intellectual Property Rights in the Phase 1 Deliverables*

Notwithstanding any other terms of this Contract or the Framework Agreement, including without limitation Clause 34 of Schedule 2A (Conditions of Contract), all Intellectual Property Rights in the Phase 1 Deliverables (as hereinafter defined) (including any Intellectual Property Rights created by a subcontractor or sub-subcontractor of any tier) shall vest in the Company. The Contractor shall procure that each subcontractor assigns such Intellectual Property Rights to the Company.

- 3.2 *Ownership of the Contractor’s Intellectual Property Rights*

Without prejudice to paragraph 3.1, all Intellectual Property Rights owned by the Contractor or its sub-contractors (of any tier) or other third party and which are not assigned to, or vested in, the Company pursuant to paragraph 3.1 shall remain or be vested in the Contractor, its sub-contractors (of any tier) or other third party (as the case may be).

- 3.3 *Company’s Licence to use the Contractor’s Intellectual Property Rights*

The Company shall be entitled to use and copy the Intellectual Property Rights referred to in paragraph 3.2 subject to, and on the terms of, the licence granted by the Contractor to the Company pursuant to Clause 34.2 of Schedule 2A (Conditions of Contract).

- 3.4 *Provision of Supporting Documentation and Other Materials*

The Contractor shall promptly, and in any event by no later than such date as the Company may notify to the Contractor, provide at no charge to the Company, copies of any materials and items in the Contractor’s or sub-contractors’ (of any tier) or other third party’s possession or control (or which ought reasonably to be in the Contractor’s or sub-contractors’ (of any tier) or other third party’s possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in paragraphs 3.1 and 3.2 above.

- 3.5 *Company’s Rights in relation to Other Procurement Activities*

For the avoidance of doubt, the Company shall be entitled to use and copy the Phase 1 Deliverables referred to in paragraph 3.1 for the purposes of inviting tenders or of procuring goods and/or services, including without limitation for the Phase 2 Requirements (as hereinafter defined), subject always to the Company’s requirements for tenderers to treat the same in the strictest confidence.

LUL DRAFT – 12/09/13
SUBJECT TO CONTRACT

ANNEX 1 TO SCHEDULE 2B (SPECIAL CONDITIONS)

PCG LETTER

LUL Nominee BCV Limited

[insert date]

Dear Sirs

Framework agreement (Contract No: 100422) relating to the Supply of Equipment and the Provision of Services dated 29 August 2009 and made between (1) LUL Nominee BCV Limited (the “Company”) and (2) Siemens Rail Automation Limited (the “Framework Agreement”) and parent company guarantee dated 11 September 2009 provided by Hawker Siddeley Management Limited to the Company (the “Parent Company Guarantee”)

We refer to the above Framework Agreement, pursuant to which the Company has instructed a Contract (as such term is defined in the Framework Agreement) for the carrying out of services relating to Phase 1 (feasibility study and proof of concept) in relation to the Central Line Signalling Control System Life Extension Project (the **Call Off Contract**).

We hereby acknowledge and consent to the Call Off Contract.

We also refer to the above Parent Company Guarantee and acknowledge that the Parent Company Guarantee continues in full force and effect notwithstanding the Call Off Contract. We further acknowledge and confirm that our liability under the Parent Company Guarantee shall not be lessened, affected or impaired, nor shall we be exonerated or otherwise released from such liability, as a result of the Call Off Contract.

Yours faithfully

[Insert name of authorised signatory]

Authorised signatory for and on behalf of [insert name of guarantor]

LUL DRAFT – 12/09/13
SUBJECT TO CONTRACT

APPENDIX 3
ACCEPTANCE OF OFFER OF EQUIPMENT AND SERVICES

To: Siemens Rail Automation Limited

Date:

Dear Sirs

REQUEST FOR EQUIPMENT AND SERVICES (Ref. no:)

In accordance with Clause 4 of the Framework Agreement, we hereby confirm acceptance of your Offer of Equipment and Services dated for the above Contract.

Yours faithfully

Framework Manager
For and on behalf of LUL Nominee BCV Limited

Victoria Line – NOP Track Circuit Conversion

Offer Schedule 2B (in response to draft Schedule 2B provided by the Company).

SCHEDULE 2B SPECIAL CONDITIONS

1. Interpretation

- 1.1 References in this Schedule 2B to 'paragraphs' shall mean the paragraphs of this Schedule 2B unless the context requires otherwise.

Contractor response – Noted.

2. Parent Company Guarantee

- 2.1 The Contractor shall obtain and deliver to the Company within one week of the Start Date a letter in the form attached at Annex 1 to this Schedule 2B (the PCG Letter).
- 2.2 If the Contractor has not provided the PCG Letter to the Company within one week of the Start Date in accordance with paragraph 2.1, the Company shall be entitled to retain one quarter of the amount due and this amount shall not be payable by the Company until the PCG Letter has been delivered to the Company.

Contractor response - Not offered. The FW PCG covers all contracts awarded under the FW, and this additional letter is not required.

3. Intellectual Property Rights

3.1 *Vesting of Intellectual Property Rights in the Phase 1 Deliverables*

Notwithstanding any other terms of this Contract or the Framework Agreement, including without limitation Clause 34 of Schedule 2A (Conditions of Contract), all Intellectual Property Rights in the Phase 1 Deliverables (as hereinafter defined) (including any Intellectual Property Rights created by a subcontractor or sub-subcontractor of any tier) shall vest in the Company. The Contractor shall procure that each subcontractor assigns such Intellectual Property Rights to the Company.

Contractor response - Not offered. Clause 34.2 (Schedule 2A) applies.

3.2 *Ownership of the Contractor's Intellectual Property Rights*

Without prejudice to paragraph 3.1, all Intellectual Property Rights owned by the Contractor or its sub-contractors (of any tier) or other third party and which are not assigned to, or vested in, the Company pursuant to paragraph 3.1 shall remain or be vested in the Contractor, its sub-contractors (of any tier) or other third party (as the case may be).

Contractor response - Not required.

3.3 *Company's Licence to use the Contractor's Intellectual Property Rights*

Victoria Line – NOP Track Circuit Conversion

The Company shall be entitled to use and copy the Intellectual Property Rights referred to in paragraph 3.2 subject to, and on the terms of, the licence granted by the Contractor to the Company pursuant to Clause 34.2 of Schedule 2A (Conditions of Contract).

Contractor response - Not required, repeats clause 34.2 Schedule.

3.4 *Provision of Supporting Documentation and Other Materials*

The Contractor shall promptly, and in any event by no later than such date as the Company may notify to the Contractor, provide at no charge to the Company, copies of any materials and items in the Contractor's or sub-contractors' (of any tier) or other third party's possession or control (or which ought reasonably to be in the Contractor's or sub-contractors' (of any tier) or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in paragraphs 3.1 and 3.2 above.

Contractor response - Not offered. Refer Clause 34.3A Schedule 2A.

3.5 *Company's Rights in relation to Other Procurement Activities*

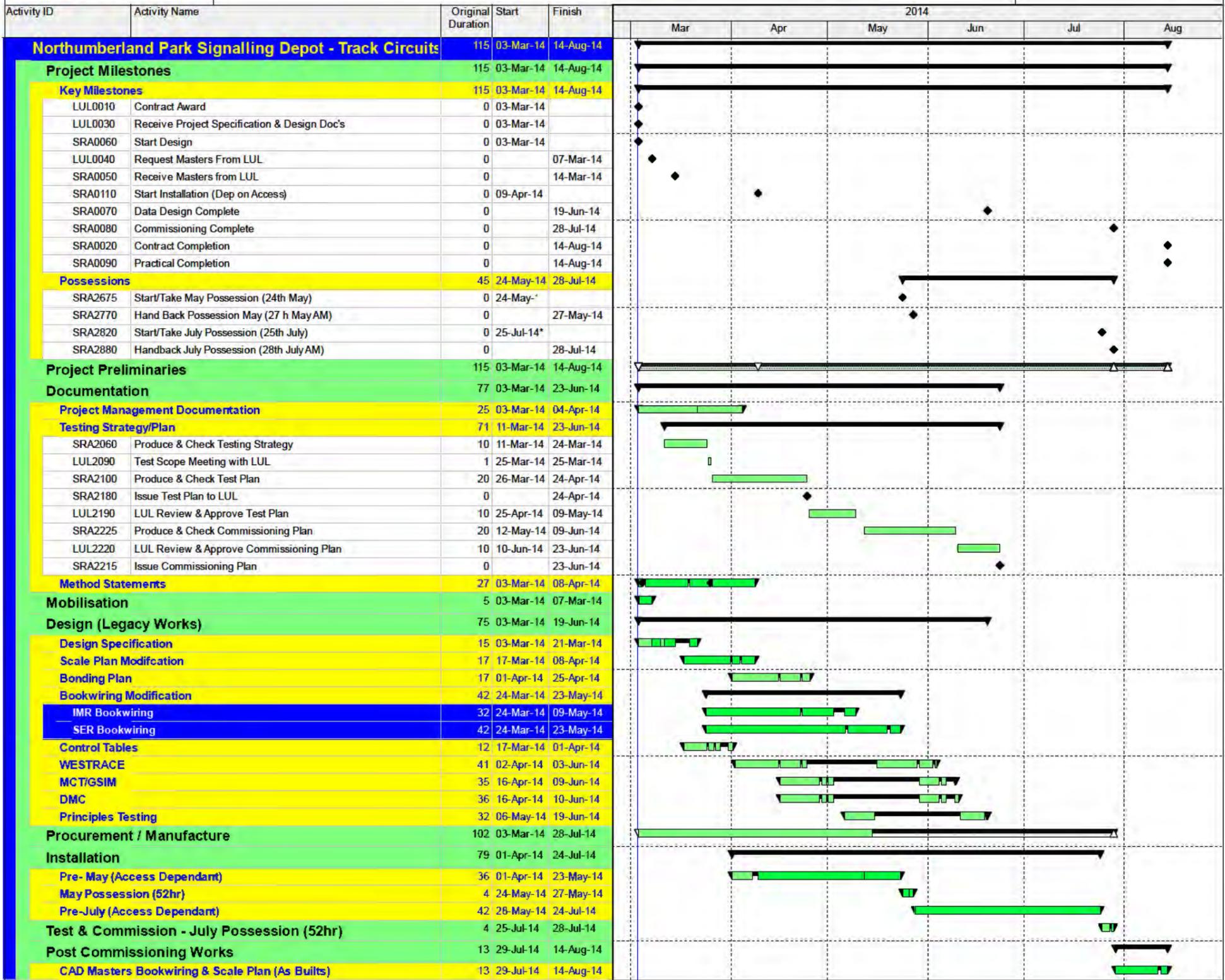
For the avoidance of doubt, the Company shall be entitled to use and copy the Phase 1 Deliverables referred to in paragraph 3.1 for the purposes of inviting tenders or of procuring goods and/or services, including without limitation for the Phase 2 Requirements (as hereinafter defined), subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

Contractor response - Not offered. Company's rights are as set out in clause 34.2 Schedule 2A

ANNEX 1 TO SCHEDULE 2B (SPECIAL CONDITIONS) PCG LETTER

Contractor response - Not offered.

End



▽△ Remaining Level of Effort ■ Remaining Work
 ■ Actual Level of Effort ■ Critical Remaining Work
 ■ Actual Work ◆ Milestone

Outline Tender Plan

Date	Revision	Checked	Approved
19-Feb-14	Draft Tender Plan v0.4		

Contract Scope of Work Victoria Line – NOP Track Circuit Conversion

Background

LUL Nominee BCV Limited (the Company) has requested that 15 track circuits be converted from coded to FS2550 TTU's (Track Termination Unit) at Northumberland Park on the Victoria Line. This will also require 4 Delta's to be converted to Position Detectors (PD's) 6944(1), 6944(2), 6945(1), 6945(2) and 2 tracks 6946 and 6947 to have TCI's (Track Circuit Interrupters) fitted. The tracks are 6944, 6945, 6946, 6947, 6948, 6949, 6950, 6951, 6952, 6953, 6954, 6955, 6956, 6957 and 6959.

The Contract for any works shall be performed under the terms of the Framework Agreement for the Supply of Equipment and the Provision of Services, Contract Number SIG100422, signed between LUL Nominee BCV Limited and Invensys Rail Limited (Formally Westinghouse Rail Systems Limited) now Siemens Rail Automation Holdings Limited dated 29th August 2009 (the Framework Agreement).

LUL Nominee BCV Limited's request is being treated as a Request for Equipment and Services pursuant to Clause 4.1 of the Framework Agreement.

Offer of Equipment and Services

The following is the Contractor's Offer of Equipment and Services pursuant to Clause 4.2 and Schedule 3A of the Framework Agreement and must be read in conjunction with the Form of Offer of Equipment and Services (Appendix 2 of Schedule 3A), which this document forms part of.

Contract Scope of Work

The Contract shall comprise the provision of the following Equipment and Services (the Scope of Work) by the Contractor, unless otherwise stated. No works shall be deemed as included unless stated below or contained within the Conditions of Contract, Schedule 2A of the Framework Agreement.

Contractor Design Works

1. The Contractor shall modify and create/issue updated SER bookwiring, using the VL SER bookwiring masters issued to the Contractor by LUL. The Company shall provide the latest VL SER bookwirings to the Contractor upon commencement of the works.
2. The Contractor shall modify and create/issue updated IMR bookwiring, using the VU IMR bookwiring masters issued to the Contractor by LUL. The Company shall provide the latest VL IMR bookwirings to the Contractor upon commencement of the works.
3. The Contractor shall modify and create/issue updated scale plans, using the latest VL scale plans issued to the Contractor by LUL. The Company shall provide the latest VL scale plans to the Contractor upon commencement of the works.
4. The Contractor shall produce new signalling WESTRACE, MCT and DMC Data to align with the changes to PD's and TCI's.

Contract Scope of Work Victoria Line – NOP Track Circuit Conversion

5. The Contractor shall update related design documentation and records as required as a consequence of the conversion of Track Circuits if needed.

Installation Works

6. The Contractor shall undertake all trackside works, including the supply of materials and testing, required at Northumberland Depot to convert the coded tracks, PD's and TCI's.
7. The Contractor shall undertake all SER works, including the supply of materials required to install Transmitters, receivers and PD's.
8. The Company shall provide the facilities and all required access to the SER and Trackside at Northumberland Park for installation, during Engineering Hours shifts.
9. The Company shall provide the facilities and all required access to the IMR at Northumberland Park for installation, during the closure on 24th – 27th May 2014.
10. The Company shall provide the facilities and all required access to the trackside at Northumberland Park for installation, during the closure on 24th – 27th May 2014.

Contractor Off-Site Testing Works (Signalling Design)

11. The Contractor shall produce a test definition and test specification for the testing of the new signalling WESTRACE, MCT and DMC Data. A test scope meeting shall be held with the Company's representatives to agree these test documents. The Contractor shall implement any agreed actions arising from the test scope meeting into its test definition and specification.
12. The Contractor shall set-up the test rig facilities required to undertake GSIM testing.
13. The Contractor shall undertake GSIM testing of the new signalling Data. A test report shall be produced by the Contractor to demonstrate the successful completion of the testing in accordance with the test definition and test specification.

Contractor On-Site SER Testing Works (Signalling Design)

14. The Contractor shall load the new signalling Data in the SER and undertake on-site testing in NOP SER in accordance with the agreed test specification, including regression testing.
15. The Company shall provide the facilities and all required access to the SER at Northumberland Park for over and back testing, during Engineering Hours shifts. Upon the completion of each site testing shift, the Contractor shall change the data in the SER to the pre-test version so that it is ready for service during passenger hours.
16. The Company shall provide the facilities and all required access to the SER and IMR at Northumberland Park for testing, during the closure on 24th – 27th May 2014. Upon the completion of the closure, the Contractor shall change the data in the SER to the pre-test version so that it is ready for service during passenger hours.

Contract Scope of Work Victoria Line – NOP Track Circuit Conversion

Contractor Assurance Works

17. The Contractor shall produce a Validation and Verification (V&V) report following completion of its off-site testing.
18. The Contractor shall update and issue VLU Generic Application Safety Case - Asset Replacement (SH35-AAA-ENG-SC00046) and the supporting test evidence.
19. An Independent Safety Assessment by the Contractor's ISA provider (Lloyds Register Rail) shall be undertaken as part of the Contractor's assurance Scope of Work and in support of the updated VLU Generic Application Safety Case.
20. Following ISA approval, the Contractor shall attend an SRP Approval Meeting, or other forum determined by the Company, to gain consent to implement the changes. The Company shall be responsible for arranging the SRP/approval forum in accordance with the Contract programme, at no cost to the Contractor.

Commissioning Works (25th July 2014)

21. The Contractor shall undertake all trackside/SER/IMR works to commission FS2550 TTU tracks, PD's and TCI's.
22. The Contractor shall de-commission any equipment in the IMR associated with the listed coded tracks, deltas and TCI's.
23. The Company shall provide the facilities and all required access to the SER at Northumberland Park for installation, during the closure on 25th – 27th July 2014.
24. The Company shall provide the facilities and all required access to the IMR at Northumberland Park for installation, during the closure on 25th – 27th July 2014
25. The Company shall provide the facilities and all required access to the trackside at Northumberland Park for installation, during the closure on 25th – 27th July 2014.

Clarifications

26. Human Factors works are excluded from the Contractor's Scope of Works. The symbols and screen layouts on the MCT already in operation for PD's and TCI's shall be used by the Contractor.
27. Only the conversion of track circuits, PD's and TCI's identified by the Company, as listed in this Scope of Work, shall be completed by the Contractor. Any other changes including any SCS changes required and interface to the Shunter's Tower, shall be considered a Variation to the Contract.
28. Changes to Westrace data/functions on the Victoria line are limited to Northumberland Park only. The modification of any other Westrace data is excluded from the Contractor's Scope of Work.

Contract Scope of Work Victoria Line – NOP Track Circuit Conversion

29. The provision of training and training manuals forms no part of the Contractor's Scope of Work. No O&M manual changes are required.
30. The Company shall provide Welfare facilities/site office at NOP Depot for the duration of the works.
31. The Company shall provide all possession arrangements and protection staff in accordance with the programme at the company cost.
32. No testing to the Shunters Panel is required for the Contractor's Scope of Works.
33. No test train is required to complete this Contractor's Scope of Works.
34. No Cable recoveries are included in this Contractor's Scope of Works.
35. No additional Project/site training i.e. Depot Area 'A', Asbestos etc are included in the Contractor's Scope of Works.
36. No Over and Back testing of the tracks will be required prior to the commissioning of the new FS2550 tracks.
37. The Contractor's Scope of Works assumes that cable routes are suitable and have the capacity for the cables required.
38. The Company will test the IBJ's to confirm good connections and hand over certs to the contractor.
39. The Company will upgrade fish plate bonding with 2 x 35mm bonds if needed prior to the Contractor's Scope of Works.
40. The Company to ensure that all the 15 tracks have reasonable ballast resistance to allow the commissioning of FS2550 TTU track circuits.
41. The Company shall provide any Spares requirements this is not included in the Contractor's Scope of Works.
42. The existing Equipment Room racking is no longer available. We propose the use of the standard product for Mainline works, Unistrut Racking, this may require LUL approval. The Customer should be aware that any additional effort from the Contractor to support any approval activity necessary is not included in this Offer and that any approval timescale may have an impact on the Contract Programme, it is assumed that should approval be required it will be given in due time to enable the programme to be maintained and at no cost to the Contractor.

Schedule 2B Special Conditions

Schedule 2A Conditions of Contract: Specialist Tooling, Clause 24:

The Contractor's test facilities being utilised under the Scope of Work do not fall under the definition of Specialist Tooling.

Contract Scope of Work Victoria Line – NOP Track Circuit Conversion

Schedule 4A Payment Procedure:

For the purposes of the Contract, payment shall be based on the evidence provided against the Payment Milestones detailed in the Offer letter.

Schedule 4 Prices: Performance Bonuses and Abatements:

The provisions of Schedule 4 Clause 6 are not applicable.

Standards

The Standards applicable to the Contractor's Offered Scope of Works shall be as those applied to the PPP Agreement for the provision of Signalling Equipment for the Victoria Line (the "Signalling Agreement") under which the Contractor has previously supplied Train Carried Signalling, Trackside and SCS equipment for the Victoria Line. The requirements of any different Standards are excluded from the Contractor's Scope of Work.

Access to the Network

The Company shall procure, at no cost to the Contractor, all access required by the Contractor, subject to the provisions of the Access Code, to enable the Contractor to undertake the Contract Scope of Work.

The Company shall procure, at no cost to the Contractor, access and all associated facilities required to enable the Contractor to undertake the Contract Scope of Work testing and commissioning requirements, including any repetition of site tests or Site Acceptance Tests.

Design Information

The Company shall provide the updated VL scale plans and SER and IMR book-wirings to the Contractor upon commencement of the works.

The Company shall provide all records, drawings, plans or other design information reasonably required by the Contractor in pursuance of the Contract Scope of Works within 10 days of the Contractor making a request for any such information.

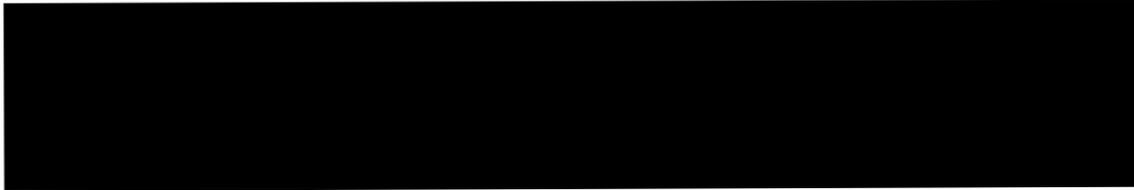
All existing design information provided by the Company shall be at no cost to the Contractor.

3rd Party Systems and Equipment Interfaces

Interfaces and updates to third party systems and equipment shall be the responsibility of the Company.



Contract Scope of Work Victoria Line – NOP Track Circuit Conversion



CAT-S Checking

In the event that the Contractor is unable to secure sufficient CAT-S checking resources for its design works, the Company shall make all reasonable endeavours to supply such CAT-S resources as may be required by the Contractor to avoid any delay to the programme. The Company is advised that a lack of CAT-S resource shall directly impact the Contract Programme and that any associated activities and costs incurred due to a delay in the Contract Programme shall be subject to a Variation Order. The Contractor shall pay the Company for any CAT-S resources supplied at an agreed reasonable market rate.

Principles Tester Resources

In the event that the Contractor is unable to secure sufficient Principles Tester resource the Customer shall provide such Principles Tester resource cover in accordance with the Contract Programme at an agreed reasonable market rate.

Schedule 5B and Schedule 2A Clause 9 - Contract Programme

The commencement date and Completion date of the Contract has not yet been determined by either party. A draft programme, for information purposes only, is enclosed as an attachment to this Offer of Equipment and Services.

The provision of a Contract Programme pursuant to the requirements of Schedule 5B and Schedule 2A Clause 9 is subject to discussion and agreement between the Company and the Contractor. The Contractor needs to understand the Company's programme requirements and availability of access to the LUL Network, and to determine the availability of its engineering resources, before any Contract Programme can be agreed. Nothing in this Offer of Equipment and Services commits the Contractor to commence and/or complete any of the works on/by a specified date which has not been expressly agreed to by the Contractor.

Schedule 5C Contract Requirements

None.

Schedule 11 Training

The provision of Training and Training manuals form no part of the Contractor's Contract Scope of Work.