

SCHEDULE 6B

(Form of Warranty from Subconsultant to Beneficiary (where Subconsultant is providing consulting services))

THIS DEED is made on ● 201 ●

BETWEEN:

- (1) ● whose registered office is situate at ● (the "**Beneficiary**");
- (2) ● whose registered office is situate at ● (the "**Subconsultant**"); and
- (3) ● whose registered office is situate at ● (the "**Contractor**").

WHEREAS:

- (A) The *Contractor* has entered into a contract dated ● (the "**Contract**") with ●⁵ (the "**Employer**") which expression shall include its successors and assigns for the carrying out of certain [Works and/or Services] at ● (the "**works**").
- (B) The Subconsultant has been invited to design certain parts (the "**design works**") of the *works* and [has entered] [will shortly enter] into a deed of appointment with the *Contractor* (the "**Appointment**") for the *design works*.
- (C) The Beneficiary is a member of the TfL Group and has an interest in the *works* as [●]

NOW IT IS AGREED:

69. Terms and expressions defined in the Appointment shall where the context so permits have the same meanings in this Deed. The following expressions have the meanings set out herein:

- (a) "Documents" means documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Subconsultant in connection with the *design works* (whether in existence or to be made);
- (b)

⁵ Insert details of relevant member of the TfL Group.

- (c) "TfL Group" means Transport for London, a statutory body set up by the Greater London Authority Act 1999 and any of its subsidiaries and their subsidiaries.
 - (d) "Underground Network" means the stations and depots (wherever situate), assets, systems, track and other buildings, which are used in the maintenance and provision of the underground service known as the "London Underground".
70. The Subconsultant warrants and undertakes to the Beneficiary that;
- (a) he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of his duties to the *Contractor* under the Appointment; and
 - (b) he has complied with and will continue to comply with the terms of the Appointment.
71. The Subconsultant warrants to the Beneficiary that he has not selected or specified for use, and that he will not select or specify for use or allow to be used any substance or material which are not in accordance with the Standards, general good building and engineering practice and the requirements of the Works Information.
72. Provided that nothing in this clause 4 shall impose a greater duty on the *Contractor* than that owed under Clause 2(a) of this Deed the Subconsultant further warrants and undertakes to the Beneficiary that:
- (a) the *design works* will on Completion satisfy all performance or output specifications and other requirements contained or referred to in the Appointment;
 - (b) he has exercised and will continue to exercise all reasonable skill, care and diligence in the selection of goods and materials for the *design works* in so far as such goods and materials have been or will be selected by or on behalf of the Subconsultant;
 - (c) the *design works* are integrated with the designs of the *Employer*, the *Contractor* and others as specified in the Appointment;
 - (d) the *design works* will on Completion comply with all applicable law and all relevant Standards.
73. The Subconsultant warrants and undertakes to the Beneficiary that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Appointment and that he has professional indemnity insurance with a limit of indemnity of not less than £[2 million]⁶ in respect of each and every claim which may be made against

⁶ The PI figure should be the same as the figure inserted in the Contract Data.

the Subconsultant in relation to the *design works*. The Subconsultant shall maintain such professional indemnity insurance for a period of 12 years from Completion of the whole of the *works* provided that such insurance remains available at commercially reasonable rates and shall notify the Beneficiary forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Subconsultant's insurance claims record.

74. As and when reasonably requested by the Beneficiary, the Subconsultant shall produce for inspection documentary evidence that the insurances referred to in Clause 5 are being properly maintained and that payment has been made of the last premiums due in respect of such insurances.
75. To the extent that the intellectual property rights in any and all Documents have not already vested in the *Employer* or the *Contractor*, the Subconsultant grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Subconsultant incorporated or referred to in them for the following purposes:
- (a) understanding the *works*;
 - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting and replacing the works, any Equipment or Plant and Materials;
 - (c) extending, interfacing with, integrating with, connection into and adjusting the works and/or the works of Others;
 - (d) enabling the *Employer* to carry out the operation, maintenance, repair, renewal and enhancement of the Underground Network;
 - (e) enabling the *Employer* to perform his function and duties as Infrastructure Manager and Operator of the Underground Network;
 - (f) executing or completing the *works*; and
 - (g) designing, testing and commissioning the *works*

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

76. The Subconsultant agrees:

- (a) on request at any time to give the Beneficiary or any persons authorised by the *Employer* access to the material referred to in Clause 7 and at the Beneficiary's expense to provide copies of any such material; and
 - (b) at the Subconsultant's expense to provide the Beneficiary with a set of all such material on Completion of the *design works*.
- 77. If called upon to do so by the Beneficiary, the Subconsultant shall provide the Beneficiary with such information relating to the *design works* as the Beneficiary may reasonably require including without limitation copies of and extracts from Documents prepared or provided by the Subconsultant for the purposes of the *works* provided that neither the provision of such information nor any inspection of the *works* by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Subconsultant under the Appointment or relieve the Subconsultant from any liability which he has in relation to the *design works*.
- 78. This Deed may be assigned by the Beneficiary to any member of the TfL Group without limitation and on two further occasions without the consent of the Subconsultant being required and the Subconsultant shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the Subconsultant.
- 79. The Subconsultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 10 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.
- 80. The liability of the Subconsultant under this Deed shall cease 12 years following Completion of the whole of the *design works*.
- 81. The Subconsultant shall owe no greater obligations and no greater liability to the Beneficiary than he owes to the Contractor under the Appointment.
- 81.1 The Subconsultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability as he would have against the *Contractor* thereunder.
- 82. The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Subconsultant including without limitation any remedies in negligence.
- 83. The *Employer* and *Contractor* agree that they will not take any steps which would prevent or hinder the Beneficiary from exercising his rights under this Deed.

84. Any notice to be given hereunder shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the registered office or principal place of business in the United Kingdom for the time being of the party to be served and in the case of any such notice sent by registered post shall be deemed to have been received 48 hours after being posted.
- 84.1 Any dispute or difference arising out of or in connection with this Deed may be referred to adjudication in accordance with Schedule 8 paragraphs W2.1 - W2.26 of the Contract which shall be deemed to be included in this Deed as if they were recited herein in full (with the necessary changes).
- 84.2 The Adjudicator's decision shall be binding on the parties until the dispute or difference is finally determined by the Courts in accordance with Clause 16.3.
- 84.3 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed. The law of England and Wales shall be the proper law of this Deed.
85. Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

EXECUTED AND DELIVERED AS A DEED

by affixing the Common Seal of

[]⁷

In the presence of:

Authorised Signatory

**[EXECUTED AND DELIVERED AS
A DEED by
[THE BENEFICIARY]**

acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary]

**THE COMMON SEAL of
[THE SUBCONSULTANT]
was affixed to THIS DEED
in the presence of:**

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

**[EXECUTED AND DELIVERED AS
A DEED by
[THE CONTRACTOR]**

acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary]

⁷ Insert name of member of TfL Group

SCHEDULE 7

(Corporate IPR)

1. The Roundel (examples of which are given in Annex 1), including the following registered trade marks:

| Country | Registration/ Application | Trademark | Class |
|---------|------------------------------|-------------------------------|------------------|
| UK | 1321443 | BLANK ROUNDDEL | 39 |
| UK | 1094664 | ROUNDDEL & DEVICE | 6 16 19 21 26 28 |
| UK | 586249 | ROUNDDEL | 16 |
| UK | 2236110 | UNDERGROUND & ROUNDDEL | 3 16 18 32 42 |
| UK | 1094661 | UNDERGROUND & ROUNDDEL DEVICE | 24 25 |
| UK | 2224385 | UNDERGROUND AND ROUNDDEL | 25 |
| UK | 1321442 | UNDERGROUND ROUNDDEL | 39 |
| UK | 1178433 | BAR & CIRCLE DEVICE | 12 |
| CTM | 1101336 | LONDON UNDERGROUND & ROUNDDEL | 14 16 18 25 32 |
| CTM | 299206 | ROUNDDEL DEVICE | 16 25 28 39 |
| CTM | 814004 | ROUNDDEL DEVICE & UNDERGROUND | 18 25 42 |

2. The New Johnston typeface of design type NJBook98, NJLight98 and NJMedium98 (the *New Johnston Typeface*) (examples of which are attached in Annex 2).
3. The Underground map attached in Annex 3.
4. The following registered trade marks:

| Country | Registration/ Application | Trademark | Class |
|---------|------------------------------|-----------|-------|
| UK | 1527316 | BAKERLOO | 39 |

| Country | Registration/ Application | Trademark | Class |
|----------------|--------------------------------------|-----------------------|--------------------------|
| UK | 1527393 | JUBILEE | 39 |
| UK | 2153485 | MIND THE GAP | 16 25 42 |
| UK | 1527319 | THE CENTRAL LINE | 39 |
| UK | 1527391 | THE CIRCLE LINE | 39 |
| UK | 1527429 | THE DISTRICT LINE | 39 |
| UK | 1527308 | THE METROPOLITAN LINE | 39 |
| UK | 1527388 | THE NORTHERN LINE | 39 |
| UK | 1527310 | THE PICCADILLY LINE | 39 |
| UK | 1527320 | THE TUBE | 39 |
| UK | 1527321 | THE UNDERGROUND | 39 |
| UK | 1527312 | THE VICTORIA LINE | 39 |
| UK | 2216375 | TRAMLINK AND DEVICE | 6 16 25 39 |
| UK | 1454868 | DEVICE ONLY | 16 |
| UK | 1454869 | DEVICE ONLY | 35 |
| UK | 1454870 | DEVICE ONLY | 37 |
| UK | 1454871 | DEVICE ONLY | 39 |
| UK | 1454872 | DEVICE ONLY | 42 |
| UK | 1457590 | LONDON UNDERGROUND | 16 |
| UK | 2251158 | THE TUBE/TUBE | 3 9 14 16 18 21 |
| UK | 2251513 | TFL | 6 9 12 16 19 35 36 37 39 |
| CTM | 1580992 | ALL ZONES | 16 21 25 |
| CTM | 448571 | LONDON UNDERGROUND | 14 16 25 28 |
| CTM | 1677277 | LOST PROPERTY | 3 14 16 |
| CTM | 1677814 | LOST PROPERTY | 18 25 30 |

| Country | Registration/ Application | Trademark | Class |
|----------------|--------------------------------------|------------------|--------------|
| CTM | 299578 | UNDERGROUND | 16 25 28 |

5. The following unregistered trade marks:

- The Hammersmith & City Line
- The Waterloo & City Line
- The East London Line

Annex 1

Examples of the London Underground Roundels





Annex 2

Examples of the New Johnston Typeface

ABCDEFGHIJKLMNOPQRSTUVWXYZ
Abcdefghijklmnopqrstuvwxyz
0123456789!"£\$%^&*()_+,.?/@'#

ABCDEFGHIJKLMNOPQRSTUVWXYZ
Abcdefghijklmnopqrstuvwxyz
0123456789!"£\$%^&()_+,.?/@'#*

ABCDEFGHIJKLMNOPQRSTUVWXYZ
Abcdefghijklmnopqrstuvwxyz
01 23456789!"£\$%^&*()_+,.?/@'#

ABCDEF GHIJK LMNOP QRSTU VWXYZ
Abcdef ghijkl mnopq rstuv wxyz
01 23456789!"£\$%^&*()_+,.?/@'#

ABCDEFGHIJKLMNOPQRSTUVWXYZ
Abcdefghijklmnopqrstuvwxyz
0123456789!"£\$%^&*()_+,.?/@'#

ABCDEFGHIJKLMNOPQRSTUVWXYZ
Abcdefghijklmnopqrstuvwxyz
0123456789!"£\$%^&*()_+,.?/@'#

Annex 3

London Underground Tube Map

Tube map



MAYOR OF LONDON

tfl.gov.uk

0845 222 1234

Help points

Transport for London



SCHEDULE 8

(Dispute Resolution Procedure)

For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

“Adjudicator” means an independent person appointed to act as an adjudicator in accordance with clause W2.2 of this Schedule 8.

“Nominating Authority” means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

“Notice of Adjudication” means any notice given by a party to the Dispute to the other party or parties thereto requiring reference of a Dispute to the Adjudicator in accordance with clause W2.1. The Notice of Adjudication includes:

- the nature and a brief description of the Dispute;
- details of where and when the Dispute arose; and
- the nature of the redress which is sought.

“Referral Notice” means a notice referring a Dispute to the Adjudicator in accordance with clause W2.5;

“Senior Representative” means a representative of a Party at senior executive level;

W2.A The *Employer*, *Contractor* and the *Project Manager* follow the procedure set out in Z2.10 (if used), W2.A, W2.B and W2.1-W2.26 for the avoidance and resolution of Disputes.

W2.B.1 Subject to clause W2.1, any Dispute may be referred in writing from the referring party to the Senior Representatives by notice in writing to the other party. The written notice from the referring party gives brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this contract that are relevant to the Dispute). The written notice also identifies the referring party's Senior Representative.

W2.B.2 Within 14 days of receipt of the notice pursuant to clause W2.B.1, the responding party provides the referring party with a brief written response. The response includes identification of the responding party's Senior Representative.

W2.B.3 The Senior Representatives meet and try to reach agreement to resolve the Dispute referred to them pursuant to clause W2.B.2.

W2.B.4 If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within 14 days after the date of the response under clause W2.B.2, court proceedings are not commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with

the procedure in clauses W2.1-W2.24 and notice has been given in accordance with clause W2.26.

W2.B.5 Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under clause W2.B.1 and any response under clause W2.B.2) are without prejudice and the Parties do not make use of or rely upon any without prejudice statements in any proceedings.

W2.1 Notwithstanding the provisions of W2.A and W2.B, either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in this clause W2 by giving a Notice of Adjudication to the other parties to the Dispute.

W2.2 Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator the referring party requests the Nominating Authority to select a person to act as the Adjudicator.

The Nominating Authority communicates the selection of the Adjudicator to the Parties within 4 days of receiving a request to do so.

W2.3 Any person requested or selected to act as the Adjudicator in accordance with clause W2.2:

- is a natural person acting in his personal capacity; and
- is not an employee of any of the parties to the Dispute and declares any interest, financial or otherwise, in any matter relating to the Dispute

W2.4 The terms of remuneration of the Adjudicator are agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within 7 days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same are settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person is selected as an Adjudicator in accordance with clause W2.2.

W2.5 Where the Adjudicator has been selected in accordance with clause W2.2 the referring party refers the Dispute in writing to the Adjudicator by the Referral Notice in accordance with clause W2.6 within 7 days of the date of the Notice of Adjudication. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the dispute of the date that it was received.

W2.6 The Referral Notice includes:

- the facts relied upon by the referring party in support of its claim(s);
- a statement of the contractual and/or other basis relied upon by the referring party in support of its claim(s);
- a calculation of the specific monetary amount (if any) that the referring party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute; and
- is accompanied by copies of, or relevant extracts from, this contract and such other documents on which the referring party relies.

- W2.7 If a matter disputed by the *Contractor* under or in connection with a subcontract is also a matter disputed under or in connection with this contract, the *Contractor* may, with the consent of the *Employer*, refer the subcontract dispute to the Adjudicator at the same time as the main contract referral. The Adjudicator then decides the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Subcontractor. The parties to the Dispute agree to consider and endeavour to agree in good faith and in accordance with the general obligation under clause 10.1 any reasonable request by the Adjudicator for additional time to decide the main contract and subcontract disputes.
- W2.8 The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or if the Adjudicator fails to give notice of his decision within the period referred to in clause W2.11, or if that period is extended in accordance with clause W2.12 or by agreement by the parties to the Dispute within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with clause W2.11, or if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise, a person is appointed to replace the Adjudicator in accordance with the provisions of clause W2.2. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within 3 days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator.
- W2.8A The Nominating Authority and its employees and agents are not liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority is similarly protected from liability.
- W2.9 The referring party sends copies of the Referral Notice and the documents referred to in clause W2.6 to the other Party at the same time as he sends them to the Adjudicator.
- W2.10 The Party not making the referral may send to the Adjudicator within 14 days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
- W2.11 The Adjudicator reaches his decision and gives notice of the decision to the parties to the Dispute within 28 days of the date of receipt of the Referral Notice mentioned in clause W2.5, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him.
- W2.12 The Adjudicator may extend the period of 28 days referred to in clause W2.11 by up to 14 days, with the consent of the Party by whom the Dispute was referred.

W2.13 The Adjudicator's decision is binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the Parties. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to the contract. Any correction of a decision forms part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with W2.22. If the Adjudicator's decision changes an amount notified as due, payment of the sum decided by the Adjudicator is due not later than seven days from the date of the decision or the final date for payment of the notified amount whichever is the later.

W2.14 The Adjudicator:

- acts impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
- considers any relevant information submitted to him by any of the parties to the Dispute and makes available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
- reaches his decision in accordance with the law of the contract;
- may take the initiative in ascertaining the facts and the law in relation to the Dispute;
- may review and revise any action or inaction of the Project Manager or Supervisor related to the Dispute and/or alter a quotation which has been treated as having been accepted; and
- may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute.

W2.15 The Adjudicator decides in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:

- convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;

- submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
- require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
- otherwise take such action and adopt such procedures as do not conflict with any of the provisions of the contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute;
- inspect any part of the Underground Network.

- W2.16 The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator is similarly protected from liability.
- W2.17 All meetings are private and save as required by law the Adjudicator and the Parties keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.
- W2.18 Notice of the Adjudicator's decision (stating that it is given under clause W2) is in writing and includes a summary of the Adjudicator's findings and a statement of the reasons for his decision.
- W2.19 The Parties to a contract to which the Dispute relates continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this option W2.
- W2.20 In any case where the Adjudicator is appointed as a replacement pursuant to clause W2.8, the parties to the Dispute each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.
- W2.21 After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses

which are dealt with in W2.22 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they notify the Adjudicator who allocates costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

- W2.22 Subject to any agreement of the Parties, the Adjudicator allocates payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
- W2.23 All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator are either delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery and in each case are copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator are also sent by first class post not later than the business day next following the date of the original facsimile transmission.
- W2.24 All information of whatever nature provided to the Adjudicator by any party to the Dispute is copied to the other parties simultaneously.
- W2.25 Any court or the Adjudicator takes into account any failure to comply with clause 10.1 when making any award (including an award of costs and/or expenses).
- W2.26 If any Party to a Dispute is dissatisfied with the Adjudicator's decision, then any party may commence court proceedings for the final determination of the Dispute.

SCHEDULE 9

LIQUIDATED DAMAGES FOR DISRUPTION

1. In this Schedule, the following terms have the following meanings:
 - (a) “LCH” or “Lost Customer Hours” means the total additional journey time measured in hours, applying planned or unplanned NACHs as appropriate, experienced by Customers as a result of a planned or unplanned Service Disruption;
 - (b) “NACHs” or “Nominally Accumulated Customer Hours” means the system of weights used to estimate the cumulative additional perceived journey time encountered by Customers as a result of planned or unplanned Service Disruptions, as the case may be, as the same is set out in the NACHs Tables 2016 contained in the Works Information. For the avoidance of doubt the values appearing in the NACHs tables are multiplied by a factor of one hundred (100) to calculate values in “LCH” or “Lost Customer Hours”.
 - (c) “Service Disruption” means any disruption to customer services on the Underground Network comprising an interruption to train services including train service disruptions, speed restrictions, full line suspensions, full or partial station closures, platform closures (but excluding the cost of acquiring new or additional line suspensions or speed restrictions in order for the *Contractor* to provide the works).
2. In the event of a Service Disruption resulting from a failure by the *Contractor* to hand back possession of a worksite for traffic hour running due to a cause which is a Contractor risk the *Employer* may deduct as liquidated damages such sums as may be calculated in accordance with this Schedule 9. The duration of any Service Disruption is measured using a network-based database known as CuPID (Contract Performance Information Database).
3. The amount to which the *Employer* is entitled in respect of any Service Disruption shall be calculated by [REDACTED]

where:

(i) [REDACTED] indexed as provided for in paragraph 4; and

(ii) [REDACTED]
[REDACTED]

4. The value of 'X' (as defined in paragraph 3) is revised as at 1 April in each year according to the following calculation:

$$X_{cy} = \frac{r_n}{r_o} \times X$$

where:

X_{cy} = value of X for the year commencing on the applicable 1 April;

r_n = RPIX published for the month of August immediately preceding the applicable 1 April; and

r_o = RPIX published for February 2018.

5. These liquidated damages are a genuine pre-estimate of the *Employer's* loss in the event of a Service Disruption and are in addition to any delay damages payable by the *Contractor* pursuant to Option X7. They are not intended to relieve the *Contractor* from any of its obligations or liabilities under the contract including liability for costs in respect of the rectification of Defects caused by the *Contractor*.
6. The *maximum aggregate liability* of the *Contractor* for liquidated damages payable or allowable under this Schedule 9 is stated in the Contract Data Part One.



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APPENDIX F

Form of Agreement

THIS AGREEMENT is made the [] day of [] 20 []

BETWEEN:

- (1) **LONDON UNDERGROUND LIMITED**, registered number 01900907 whose registered office is at address 55 Broadway, London SW1H 0BD (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) **SIEMENS MOBILITY LIMITED**, registered number 00016033 whose registered office is at Faraday House, Sir William Siemens Square, Frimley, Camberley, GU16 8QD (“the *Contractor*” which expression shall include its successors in title and assigns).

WHEREAS:

- (A) The *Employer* wishes to have provided ● as more particularly described in the Works Information (“the *works*”) at ●.
- (B) The *Employer* has accepted a tender by the *Contractor* for the design and construction of the *works* and correction of Defects therein in accordance with the *conditions of contract* (as and amended).

NOW IT IS AGREED THAT:

Terms and expressions defined in the *conditions of contract* (as amended) have the same meanings herein.

The *Contractor* Provides the Works in accordance with the *conditions of contract* (as amended).

The *Employer* pays the *Contractor* the amount due in accordance with the *conditions of contract* (as amended).

The documents forming the contract are:

 this Form of Agreement duly executed by the Parties as a deed and included in section [...] of this contract;

the NEC Engineering and Construction Contract *conditions of contract* Third Edition April 2013 incorporating 2016 amendments core clauses and main and secondary option clauses as amended by the *additional conditions of contract* (Z1 and Z2 clauses) and as shown in the consolidated conditions of contract included in section [] of this contract;

Schedules 1 to [...] inclusive to the *conditions of contract* included in section [...] of this contract;

the completed Contract Data Part 1 included in section [...] of this contract;

the completed Contract Data Part 2 included in section [...] of this contract;

the Works Information; and

the Site Information.

Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

- | | | |
|---------|---|---|
| First | : | This Form of Agreement; |
| Second | : | The consolidated <i>conditions of contract</i> appended to this Form of Agreement as amended by the <i>additional conditions of contract</i> designated Z1 or Z2. |
| Third | : | Schedules 1 to [...] inclusive attached to the <i>conditions of contract</i> |
| Fourth | : | Contract Data Part 1 |
| Fifth | : | The Works Information and any other documents supplied by the <i>Employer</i> included in this contract. |
| Sixth | : | Contract Data Part 2 (including the <i>Contractor's</i> Works Information); and |
| Seventh | : | Site Information |

IN WITNESS whereof this Framework Agreement has been executed and unconditionally delivered as a deed by the parties the day and year first above written

**THE COMMON/CORPORATE SEAL of
LONDON UNDERGROUND LIMITED**
was affixed to **THIS DEED**
in the presence of:

Signature of Director/Secretary

Print name of Director/Secretary

Signature of Director

Print name of Director

EXECUTED AS A DEED
by **SIEMENS MOBILITY LIMITED**
acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary



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APPENDIX G

CONTRACT DATA

PART ONE

CONTRACT DATA

Part One – Data provided by the *Employer*

Statements given in all contracts

1. General
 - The *conditions of contract* are the core clauses and the clauses for main Option A and secondary Options clauses X1, X2, X3, X4, X5, X6, X7, X12, X15, X16, X17, X18, X20, X21, X23, X25 and Y(UK)2 and Z clauses of the NEC3 Engineering and Construction Contract April 2013 as amended or inserted in each case in accordance with secondary Option Z.
 - The *works* are [Central Line Signal Life Extension.]
 - The *Employer* is
Name: London Underground Limited
Address: 55 Broadway, London, SW1H 0BD
 - The *Project Manager* is
Name:
Address: Templar House, 81-87 High Holborn,
London, WC1V 6NU.
 - The *Supervisor* is
Name:
Address:
 - The Works Information is in Section [5]
 - The Site Information is in Section [6]

- The *boundaries of the site* are defined by the limits of the land, property and assets in the ownership and/or control of London Underground Limited forming the Central Line from [to], plus [] Depot, , the interface between the [at] and the Signalling Control Centre at [].
 - The *language of this contract* is English
 - The *law of the contract* is the law of England and Wales
 - The *period for reply* is 2 weeks
 - The *tribunal* is the courts of England
 - The following matters will be included in the Risk Register:
[]
3. Time
- The *starting date* is:
 - The *Contractor* submits revised programmes at intervals no longer than 4 weeks.
 - The *access date* is the Contract Date
4. Testing and Defects
- The *defects date* is [78 weeks after Completion.]
 - [The *defect correction period* for Critical Defects is 48-hours]
 - [The *defect correction period* for Non-Critical Defects is 4 weeks or such other longer period as the *Project Manager* reasonably instructs.]
5. Payment
- The *currency of this contract* is GBP sterling
 - The *assessment interval* is 4 weeks (not more than five)
 - The *interest rate* is 2 % per annum above the base rate in force from time to time of the Bank of England.

6. Compensation events
- The place where weather is to be recorded is Central London
 - The *weather measurements* to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at 09.00 hours GMT.
 - and these measurements:
 - The *weather measurements* are supplied by Met Office, FitzRoy Road, Exeter, Devon, EX1 3PB. (Tel: 0370 900 0100 Email: enquiries@metoffice.gov.uk)
 - The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at Central London and which are available from Met Office, FitzRoy Road, Exeter, Devon, EX1 3PB.

8. Risks and insurance

Insurances taken out by the *Employer*

- **Construction All Risks Insurance** - details and minimum limit of indemnity as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract.
- **Public liability insurance** - details and minimum limit of indemnity as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract.

Insurances taken out by the *Contractor*

- **Employer's liability insurance** - details as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract with a minimum limit of indemnity in the amount of [REDACTED]
- **Contractor's equipment loss insurance** - details and minimum limit of indemnity as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract.
- **Professional indemnity insurance** - details as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract with a minimum limit of indemnity in the amount of [REDACTED] per claim in the annual aggregate.

Optional statements

If the *Employer* has decided the *completion date* for the whole of the *works*

- The *completion date* for the whole of the *works* []

If no programme is identified in part two of the Contract Data

- The *Contractor* is to submit a first programme for acceptance within 8 weeks of the Contract Date.

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 28 days after the date when payment becomes due in accordance with clause 51 of the conditions of contract.

If there are additional *Employer's* risks

- Asbestos, (either referred to in Site Information or identified during the course of the *works*).

-

Cover/deductibles for insurances provided by the *Employer*

1 **Construction All Risks Insurance** (as stated in the Insurance Table)

Cover/indemnity is: the full reinstatement value of the *works*

The deductibles are:

- [] per occurrence for loss or damage to the *works* caused by defects in design plan specification materials or workmanship (DE5 1995). Such deductible shall only apply in respect of reinstatement or making good of that part which is itself defective;
- [] per occurrence in respect of loss or damage to the works caused by defect in design plan specification materials or workmanship (DE3 1995);
- [] per occurrence in respect of loss or damage caused by storm, tempest, water damage, subsidence or collapse;
- [] every other occurrence.]

2 **Public liability insurance** (as stated in the Insurance Table)

Cover/indemnity is []

The deductibles are: [] per occurrence]

If additional insurances are to be provided

- The *Contractor* provides the insurances in accordance with the Table in clause 84.2

If the Employer is to provide Plant and Materials

- The Plant and Materials to be provided is stated in Appendix 12 to the Works Information

If Option X5 is used

The *completion date* for each section of the *works* is

| <i>section</i> | <i>description</i> | <i>completion date</i> |
|----------------|--------------------|------------------------|
|----------------|--------------------|------------------------|

1

2

If Option X6 is used

| <i>Section</i> | <i>Description</i> | <i>Date</i> | <i>Amount per day</i> |
|----------------|--------------------|-------------|-----------------------|
| 1 | | | |
| 2 | | | |

If Option X7 is used

- Delay damages for the *works* are

| | <i>description</i> | <i>Amount per day</i> |
|---|--------------------|-----------------------|
| 1 | [] | [] |
| 2 | [] | [] |
| 3 | [] | [] |

If Option X18 is used

- The *Contractor's* liability pursuant to this Contract for loss of profit, indirect or consequential loss, any loss of use, downtime costs, disruption to operations or increase in operating costs or any form of financial or economic loss shall not exceed [] (provided that this does not exclude or limit the *Contractor's* liability to pay liquidated damages under clause Z2.22 or clause X7).
- The *Contractor's* total liability pursuant to this Contract (including any collateral warranty provided by the *Contractor* pursuant to this Contract) shall not exceed [].
- For any one event, the *Contractor's* liability pursuant to this Contract for loss of or damage to the *Employer's* property is limited to the reinstatement value, not to exceed []

- The *Contractor's* total liability pursuant to this Contract for delay damages under clause X7 shall not exceed [].
- The *Contractor's* total liability pursuant to this Contract for liquidated damages for disruption under clause Z2.22 shall not exceed []
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate shall not exceed []
- The *end of liability date* is [12] years after the Completion of the whole of the *works*.

If Option X21 is used

- The *Contractor* is only responsible for the accuracy of the following *Employer's* Design Information
[]
- The *Employer* is responsible for the design and accuracy of all other *Employer's* Design Information

Option Z

- The *additional conditions of contract* are the amendments to core, main and secondary option clauses and additional conditions of contract incorporated in the consolidated conditions of contract and included in section 2 of the contract documents.



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APPENDIX H

CONTRACT DATA

PART TWO

CONTRACT DATA

Part Two – Data provided by the *Contractor* for the Works

- The *Contractor* is

Name: Siemens Mobility Limited.

Address: Faraday House, Sir William Siemens Square, Frimley,
Camberley, GU16 8QD. Registered no: 16033, England
- The *direct fee* percentage is []
- The *subcontracted* percentage is []
- The *working* areas are []
-
- The key people are
 - 1.
 - 2.
 - 3.

4.

5.

- The following matters will be included in the Risk Register
[]

Optional Statements

If a programme is to be identified in the Contract Data

- The Outline Programme identified in the Contract Data is
[]
- The *activity schedule* is:
- The tendered total of the Prices is [£]
- Key Subcontractors are []

DATA FOR SHORTER SCHEDULE OF COSTS COMPONENTS

- The percentage for people overheads is not applicable as this cost is [] to the Contract Data Part 2
- The published list of Equipment is the last edition of the list published by []
- The percentage for adjustment for Equipment in the published list is +[%] (state plus or minus)
- The rates for other Equipment are []
- The hourly rates for Defined Cost of design outside the Working Areas are []
- The percentage for design overheads is []
- The categories of design employees whose travelling expenses to and from the Working Areas are included in the Defined Cost are []

ADDITIONAL STATEMENTS

[]

APPENDICES TO THE CONTRACT DATA PART 2

[Appendix 1 – Risk Register

Appendix 2 – Labour Rates

Appendix 3 – Approved Subcontractors

Appendix 4 – Activity Schedule]



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APPENDIX I

INITIAL CONSULTATION

APPENDIX I

INITIAL CONSULTATION

1. The Parties acknowledge that consultation in accordance with this Appendix and the Agreement is a vital part of the development of Requests for Tender and any resultant Project Contracts.
2. Within the Initial Consultation phase the Contractor and Employer shall typically arrange and attend three meetings (or as otherwise deemed appropriate), during which key inputs, and where possible draft documentation required for a Request for Quotation r shall be reviewed.
3. The Parties shall make reasonable endeavours to respond to requests for information in a timely basis acknowledging that it is in both parties best interest to work towards adequately defined requirements.
4. The parties acknowledge that the intent of the Initial Consultation process is to confirm that an RFQ contains sufficient detail and clarity so that the proposed scope of works and requirements are adequately defined from a technical, programme and commercial perspective in accordance with the Framework Agreement.

TEMPLATE

Call-Off Contract: To be inserted

Date: To be inserted

FRAMEWORK AGREEMENT

In accordance with the spirit and intent of clause 7.2 of the Framework Agreement, the Parties agree to review the following elements prior to the issuance of a Request for Tender.

| Suggested matters to be reviewed as part of the initial consultation phase prior to the formal issuance of a Request for Tender (RfT) by the Employer to the Contractor. | Consultation held (Yes/No/N/a) | | |
|---|-----------------------------------|-----------------|--------------|
| | Kick off Meeting | Progress Update | Final Review |
| Request for Tender Template – Review Draft <i>Description of the Proposed Works, Conditions of Tendering, Contractors Tender Submission, RFQ documents:</i> | | | |
| - Schedule 1 – Call-off Conditions <i>Form of Contract ECC main Option A/E, and Secondary Option X clauses.</i> | | | |
| - Schedule 2 - Works Information - Part B <i>Technical Requirements, Constraints, Performance Demonstrations, Critical Performance Requirements, Core Scope vs. Options, Design Reviews;</i> <i>Works Information Part A references;</i> <i>Access Arrangements –, closures, Trains; Completion –</i> <i>Add:</i> <ul style="list-style-type: none"> - specify Principle Contractor for the worksite - interface partners for planned works - Acceptance Criteria - Employer Provided/Loaned Equipment | | | |
| - Schedule 3 – Programme Requirements <i>Indicative Start Date, Key Dates, Milestones, Dependencies & Constraints;</i> <i>Scheduled Closures, Third Party Approvals;</i> <i>Programme phases,;</i> <i>Add:</i> <ul style="list-style-type: none"> - Access dates | | | |
| - Schedule 4 – Contract Data <i>Project Contract Data Part 1 – Review draft template;</i> <i>Project Contract Data Part 2 – Contractor to submit with tender submission.</i> | | | |
| - Schedule 5 – Site Information <i>Bookwirings, Design Drawings, Provisional Railway Plan & Network Map, Permanent Way, Track Layout & Track Access Diagrams,</i> <i>Add:</i> <ul style="list-style-type: none"> Site boundaries Parameters of track forming the site | | | |
| - Tendering Period <i>Tender period, Corporate Governance, Target contract award, timescales.</i> | | | |
| | | | |
| | | | |



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APPENDIX J

Form of Request for Quotation (Template)



Our Ref:
Your Ref:

Transport for London
Department Name
Address Line 1
Address Line 2
Address Line 3
Address Line 4
Phone 020 1234 5678
Fax 020 1234 5678
tfl.gov.uk

("Contractor")

Date:

Dear Madame or Sir,

Proposed Project [insert title]
Request for Quotation (Ref No: _____)

Following the initial consultation and in reference to the framework agreement dated _____ between London Underground and the Contractor (the "**Framework Agreement**") the Contractor is hereby requested to submit a quotation, in accordance with Clause 7.1, for providing the following Works:

1. Proposed Works

- | | | |
|------|--|---|
| i. | Description of the Project and Works: | [Employer to insert brief description of the Project and/or Works] as more particularly described in the Works Information (Schedule 2). |
| ii. | Date of commencement of the Works and other dates: | Identified in the Contract Data Part One (Schedule 4). |
| iii. | Call-Off Conditions: | Conditions of contract for ECC main Option A/E included in Appendix [] of the Framework Agreement as the same shall be amended or supplemented by the <i>additional conditions of contract</i> set out in Schedule 1 and the Project Contract Data (Schedule 4). |
| iv. | Contract Data Part One: | Included in Schedule 4. |
| v. | Contract Data Part Two: | Included in Schedule 4; to be completed by the Contractor. |

2. Conditions of Quotation

The following conditions shall apply to this Request for Quotation:

- i. Words and expressions defined in the Framework Agreement, unless defined otherwise, bear the same meanings.
- ii. Clauses and Appendices refer to Clauses and Appendices in the Framework Agreement.
- iii. All communication and queries shall be made in writing, addressed to the Call-Off Employer, and transmitted via the Call-Off Employer's document control either by letter or by email to [email address].
- iv. The quotation shall be submitted to the Call-Off Employer during normal office hours and by no later than _____20_ (the quotation period), subject to any extension accepted in accordance with Clause 7.6 of the Framework Agreement.
- v. The quotation shall remain open for consideration in accordance with Clause 7.14 of the Framework Agreement for a period of 90 days or such other period agreed by the parties from the date of receipt of the quotation.
- vi. The Contractor shall be responsible for all and any of its own (and its Associated Companies') costs, charges and expenses arising from or associated with the quotation and the Call-Off Employer shall not be liable for any such costs, charges or expenses howsoever incurred and irrespective of whether or not the Contractor enters into a Project Contract with the Call-Off Employer provided the Employer formally notifies the Contractor of their intention to proceed or not with the works within the 90 day quotation consideration period, thereafter the Contractor shall be entitled to recover costs that are deemed reasonable expended against the preparation of the quotation.
- vii. The Call-Off Employer shall not be obliged to enter into a Project Contract with the Contractor for whatever reasons.
- viii. Subject to the outcome of any post-quotation negotiations, if the quotation is accepted then the formation of the Project Contract shall be in accordance with the provisions of the Framework Agreement.

3. Contractor's Quotation Submission

The Contractor's quotation submission shall include, as a minimum, the following:

- i. A detailed delivery strategy describing how the Contractor plans to provide the Works within the particular project constraints.
- ii. Contract Data Part Two (data provided by the Contractor) (Schedule 4).
- iii. [The Project QUENSH menu.]
- iv. A draft programme for providing the Works which is capable of being accepted as the first Accepted Programme or which contains as a minimum the requirements set out in Schedule 3 and which is capable of being developed into the first Accepted Programme within [X] weeks of the Contract Date.
- v. A draft resource profile setting out the resources that it is anticipated will be required for Providing the Works.

- vi. *Contractor's organisation chart* as required to be inserted in Contract Data Part Two showing the reporting structure of the key personnel working on the proposed Project. Details of the applicable experience and qualifications of proposed key personnel in the form of curriculum vitae for each key person.
- vii. Not Used.
- viii. A detailed breakdown of the Contractor's [quotation total of the Prices / first forecast of Defined Cost plus Fee] in accordance with Clause 7 of the Framework Agreement in the form set out in Schedule 6 of this Request for Quotation.
- ix. All necessary information to support the detailed breakdown described in sub-clause 3(viii), including a risk register detailing risks considered and allowances allocated to those risks and included within the [quotation total of the Price / first forecast of Defined Cost plus Fee].
- x. A forecast cashflow based on the Contractor's [quotation total of the Prices / first forecast of Defined Cost plus Fee] and the Contractor's proposed programme provided under sub-clause 3(iv) above.
- xi. Proposed Activity Schedule (when ECC main Option A is being used).
- xii. A preliminary list of Subcontractors proposed for providing any part of the Works comprising the company name, registered address, company registration number and proposed scope for each subcontract. For the avoidance of doubt the Contractor is to confirm he has given full consideration in the Contractor's quotation to the obligation to provide the Subcontractor documents required under clause 26 of the Call-Off Conditions.

Yours faithfully

[name]

For and on behalf of [TfL] ("Call-Off Employer")

Direct Line: []

E-mail: []

Attachments [as required including]

1. Call-Off Conditions
2. Works Information
3. Initial Programme Minimum Requirements
4. Contract Data
5. Site Information
6. Form of Quotation

1. – Call-Off Conditions

[Call-Off Employer to insert Call-Off Conditions for this Project with all proposed amendments, Secondary Options and *additional conditions of contract*]

2. - Works Information

3. – Initial Programme Minimum Requirements

- The *starting date*, Key Dates and Completion Date(s);
- **Scheduled Closures**;
- planned Completion;
- the order and timing of:
 - key phases for Providing the Works (including, if applicable, plans for submission of design, procurement, development, installation, testing and commissioning),
 - all milestones as described in the Works Information, and
 - *Employer* and third-party dependencies and constraints as described in the Works Information,
- the dates when the *Contractor* plans to meet each Condition stated for the Key Dates,
- details of key third party approval submissions and related approvals, allowing sufficient time for each stage of the process and also allowance for resubmission;
- other key information which the Works Information requires the *Contractor* to show on a programme submitted for acceptance.

Words and expressions used in this Schedule 3 are as defined in the Call-Off Conditions at Schedule 1 of this Request for Quotation.

4. - Contract Data

[Call-Off Employer to complete and insert Project Contract Data Part One]

[Insert Contract Data Part Two (template) as at Framework Agreement Appendix F]

5. – Site Information

[Call-Off Employer to insert Site Information]

6. FORM OF QUOTATION

I confirm and accept that:

1. The information provided in the Quotation document [ref;] under Framework Agreement in support of Siemens and Predecessor systems on the London Underground Network was prepared by Transport for London ("TfL") in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any member of the TfL group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. Nothing in the Initial Consultation Process or provided subsequently has been relied on as a promise or representation as to the future. TfL has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
3. TfL reserves the right (on behalf of itself and its group companies) to award the contract for which quotations are being invited in whole, in part or not at all.
4. This quotation shall remain open for acceptance by TfL and will not be withdrawn by us for a period of [insert date, i.e. 3 months] from the date fixed for return.
5. The information provided by us is true and accurate.

Having made due allowances for the full requirement in the ITT documents we hereby offer to provide the Works / Goods / Services [delete as appropriate] to TfL (or any member of the TfL group) in accordance with the terms and conditions stated therein for either:

[amend the below as appropriate]

a) * The total firm price of:

£ _____ in words

As detailed in the schedule of Charges, or

b) * At the rates detailed in the schedule of Charges.

***delete as applicable**

Note, by completing box 1 you agree to our terms and conditions of contract. If you do not wish to accept these conditions you should complete box 2. You should submit your quote clearly detailing your reasons for non-acceptance. If we offer a contract in the belief that your quote is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

| | | |
|--------|---|------|
| 1. | I agree to accept the Conditions of Contract attached to the Request for Quotation. | |
| Name | | Date |
| Signed | | |

Or

I wish to submit a quote but I am unable to accept your conditions of contract and I have made an alternative proposal based on the revisions noted herewith. In doing so I am aware that it could prejudice the outcome of the quotation award analysis.

| | | |
|--------|---|------|
| 2. | I DO NOT agree to accept the Conditions of Contract attached to the Request for Quotation. | |
| Name | | Date |
| Signed | | |

Please complete the following

| | | |
|------------------|-------------------------------------|--------|
| Position | For and on behalf of (company name) | |
| Telephone | | E.Mail |
| TfL Reference No | | |



Siemens Mobility Limited

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APPENDIX K

Redaction Reference Template

REDACTION REFERENCE TEMPLATE

| | | | |
|---------------------------|---|-----------|--------------|
| Contract Title | Framework Agreement in support of Siemens and Predecessor systems on the LU Network | | |
| Contract Reference Number | TfL 01042 | | |
| Awarded Date | August 2018 | | |
| Supplier | Siemens Mobility Limited | | |
| Commercial Contact Name | David Demmer | Telephone | 07767 381750 |

| Page / Clause / Section Number | | Redaction Parameters | | | | | | Explanatory Note |
|--------------------------------|---|--|----------------------|---|---|---|---|---|
| | | Adverse effect on security for People, Infrastructure or Health & Safety | Personal Information | Adverse effects on TIL Commercial interests | Mutually agreed Trade Secrets / Intellectual Property | Confidential Information provided by the Supplier | Information that increases the risk of fraud / criminal behaviour | |
| 1 | Framework Agreement Appendix 1: Patent Company Guarantee | | | | | Y | Y | Open publication of PCGs increases the volume and risk of fraudulent claims |
| 2 | Framework Agreement Appendix 1: Legal Opinion Template | | | | | Y | Y | Confidential legal opinion provided directly to LUL. Waiver of legal privilege |
| 3 | Framework Agreement Appendix 1: Clause 3 Contractor's Quotation Submission | Y | | Y | Y | Y | | The following sections of each response to a Contractor's Quotation Submission 3: detailed delivery strategy (Trade secrets and confidential information) 3 iv. Contractor's Organisation Chart (Security risk and Personal information) 3 vi. Detailed breakdown of price (Anti-competitive, Trade Secrets and Confidential) 3 vi. Information to support detailed breakdown (Anti-competitive, Trade Secrets and Confidential) x. Forecast cashflow (Anti-competitive and Confidential) and 3 vi. preliminary list of Sub-Contractors (Anti-competitive and Confidential) |
| 4 | Clause 5 Payment: Any record made available pursuant to payment terms in Options A and E Details of materials and third party quotations made available subject to payment and audit provisions in Options A and E Payment applications and invoices raised by Contractor | | Y | Y | | Y | | Personal Data Release of commercially sensitive information between Contractor and third parties Release of Contractor's pricing breakdowns associated with each milestone or activity services and unit rates |
| 5 | Contract Data Part One Contractor's Contact for Notification | | Y | | | | | Personal Data |
| 6 | Contract Data Part One Option X7: LO Rates | | | Y | | Y | | Changes to standard terms and liability caps would set an unwelcome precedent |
| 7 | Contract Data Part Two Option X18: Liability Caps | | | Y | | Y | | Changes to standard terms and liability caps would set an unwelcome precedent |
| 8 | Contract Data Part Two Fee Percentages | | | Y | Y | Y | | Anti-competitive and highly sensitive pricing information |
| 9 | Contract Data Part Two Name of Key People | | Y | | | | Y | Personal Data Increased social engineering/ cyber security risks |
| 10 | Contract Data Part Two Data for Shorter Schedule of Cost Components | | | Y | Y | Y | | Anti-competitive and highly sensitive pricing information |
| 11 | Appendices to Contract Data Part Two Risk Register and Labour Rates | | | Y | Y | Y | | Anti-competitive and highly sensitive pricing information |
| 12 | Key Person Succession Plan - if submitted under X 23 | | Y | | Y | | | Key Person succession plan would include large elements of personal data and also reveal highly confidential processes and stock-market sensitive information |
| 13 | Subcontractor Exclusion Agreements - if required under X25.3 | Y | | | Y | Y | Y | Naming and identifying products of software development partners/ applications would increase cyber security risks. Information also subject to third party confidentiality obligations |
| 14 | Schedules to the Contract Conditions Schedule 2: Form of PCG | | | | | Y | Y | Open publication of PCGs increases the volume and risk of fraudulent claims |
| 15 | Schedules to the Contract Conditions Schedule 3: Legal Opinion | | | | | Y | Y | Confidential legal opinion provided directly to LUL. Waiver of legal privilege |
| 16 | Schedules to the Contract Conditions Schedule 9: Disruption Damages | | | Y | Y | Y | | Changes to standard terms and liability caps would set an unwelcome precedent |
| 17 | Framework and Contract Project Organisation charts personnel contact details CVs medical records and personnel specific welfare information | | Y | | | Y | Y | Personal Data Increased social engineering/ cyber security risks |
| 18 | Notices and Communications relating to claims and Compensation Events * | | | Y | Y | Y | | Notices and related correspondence will contain highly sensitive pricing information and may contain technical or process information containing trade secrets General description of Compensation Event and finally determined price impact is agreed as not commercially sensitive |
| 19 | Outline Programme and the Accepted Programme | | | | Y | Y | | Contains confidential information and trade secrets relating to working methodologies High level programme information (Key Dates and Completion Dates) are agreed as not commercially sensitive |
| 20 | Product Lists and Unit Pricing * | | | | Y | Y | | Cyber security and theft risk Trade Secrets (product make-up and component levels) |
| 21 | Subcontractor Lists and Names | | Y | | Y | Y | | Confidential information subject to third party obligations of confidentiality |
| 22 | Approval Cycle Diagrams & Timescales | | | | Y | Y | | Highly sensitive commercial information and trade secrets regarding assurance processes R&D procedures and development timescales |
| 23 | QUENSH Requirements & Information Personnel Contact Details | | Y | | | Y | | Personal Data Increased social engineering/ cyber security risks |
| 24 | Works Information Conceptual Design Statement | | | | Y | Y | | Contains confidential information and trade secrets relating to working methodologies |

Group **Of**

Only actual information supplied by Contractor is confidential. Generic template does not need to be redacted.

| REDACTION PARAMETERS | | |
|---|---|---|
| Redaction Parameter Headings | Details | Normal Exemption Justification |
| Adverse affect on security for People, Infrastructure or Health & Safety | Detailed operational information that would, or would be likely to, adversely affect the security of people and infrastructure (including physical and information assets) or health and safety. Examples of these would be detailed track diagrams or plans, details of infrastructure layout or design, details of the design of CCTV or IT networks and systems, detailed contingency plans (eg for station or building evacuation or business continuity) | This information would ordinarily be exempt from disclosure under sections 24, 31 or 38 of the FOI Act. |
| Personal Information | For example, signatures, phone numbers, individual's personal and professional qualifications and CVs (<u>not</u> normally names or job titles) | This would ordinarily be exempt under section 40 of the FOI Act. |
| Adverse effects on TfL Commercial Interests | Limited information that would, or would be likely to, harm our own commercial interests. Examples of these would be changes to our standard terms which would set an unwelcome precedent if disclosed, for instance in the area of indemnities or liability caps | This would ordinarily be exempt under section 43 of the FOI Act. |
| Mutually agreed Trade Secrets / Intellectual Property | Information which the supplier identifies (with our agreement) as a trade secret or its intellectual property | This would be exempt under section 43 of the FOI Act. |
| Confidential Information provided by the Supplier | Information which the supplier identifies as provided to us in confidence, and which would expose us to a risk of legal action for breach of confidence if it was published. There would probably be an overlap with the category above | This would ordinarily be exempt under section 41 of the FOI Act. |
| Information that increases the risk of fraud / criminal behaviours | Information which would, or would be likely to, increase the risk of TfL or others being a victim of fraud or other criminal behaviour. Examples of this would be detailed information about our payment processes, ticketing systems and fraud prevention measures | This would ordinarily be exempt under section 31 of the FOI Act. |

