

### Name and address

Please find attached the Scrutiny Review Proposal as agreed with the Chair of the Transport Operations Committee of the London Assembly. Martin Richards has suggested that you may be interested in tendering to support the Committee in its work.

It is proposed to split this proposal into two parts:

- Desk research to inform the Committee
- The Committee making use of that information, augmenting it with hearings and composing a final report.

This invitation to tender is related to supporting the Committee in its work in this area. This should include the following;

- To assist the Committee to critically examine the desk research undertaken by a separate consultancy firm. A copy of the outline brief is attached for your information.
- To look assist the Committee to identify the key questions to be raised with operators, Transport for London and others given desk research on the key issues to be addressed if bus services are to be improved in quality and performance.
- Analysis/Synthesis: The research needs to be evaluated against the perceived needs of London and options and possible priorities identified. Having established what solutions may be appropriate for London, hold hearings with TfL, bus providers and others to examine these.
- Reporting: To prepare a report which can be agreed by the Committee and make proposals to the Mayor and any other body that is considered necessary at the time.

Tenderers are asked to note the following requirements:

Please read **all** the documents listed in the Form of Tender. **Should your tender be accepted these documents, your tender and any changes agreed in writing will form a binding contract between you and the GLA.**

The work is to be carried out from 15 September through to early December 2000. It is anticipated that the consultant will be available over a pre-determined number of days during this period.

It should be noted that there are two sources of assistance available from the Greater London Authority. Day to day contact will be with the Assistant Scrutiny Manager responsible for the overall management of the project. There will also be assistance from a Committee Coordinator to arrange meetings, and make mini-disk recordings of proceedings as well as other tasks determined by the Head of Committee Services.

If you do not wish to submit a tender, please return the enclosed documents using the addressed label which should be clearly marked "**No Tender**". If you are willing to state your reasons this would be appreciated but you are under no obligation to do so.

One original and three copies (so marked) of your tender and proposals, including any covering letter, will be required.

Tenders, which must be sent in plain packaging with no identification on it using the enclosed address label, must be delivered **BY 12 noon on Monday 4 September 2000 to:**

**Murziline Parchment  
Head of Legal Services  
Greater London Authority Transition Team  
Romney House  
Tufton Street  
London SW1P 3RA**

Late Tenders will not be accepted and it is your responsibility to ensure your tender is received on time.

The following information must also be supplied with your tender:

- A breakdown of your fees incorporated in the contract price
- A method statement explaining how you propose to plan and carry out the work.
- The names, role, experience and qualifications of those who would be involved in providing the service;
- Three references, preferably for similar work carried out by your organisation; these should include the full name, job title, address and telephone number of referees; you should also supply details of all current Government contracts;
- An outline of your organisation's history, its corporate structure and the range of services it provides.

The criteria by which tenders will be evaluated to determine the offer which is the best value for money are as follows:

- The tender price

- The extent to which the method statements and other submissions provide confidence in completing the requirements of the contract as stated above.

Please write to me, phone or e-mail me at the above address if you require further information about this contract.

Yours faithfully

## **NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT (the "Agreement") is between the Greater London Authority (the "GLA") and [ ]. The Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

The parties wish to exchange information relating to [ ] ("the Project"). This Agreement is in consideration of each party passing to confidential information to the other party.

Where either party discloses (hereinafter "the Discloser") Confidential Information to the other party (hereinafter "the Recipient"), the Recipient hereby covenants and agrees as follows:

### **1. Definitions**

- (a) "Confidential Information" means information that Discloser designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased software, business policies, affairs or practices, and information received from others that the Recipient is obligated to treat as confidential.
- (b) Confidential Information shall not include that information defined as Confidential Information above that the Recipient can conclusively establish: (i) entered or subsequently enters the public domain without the Recipient's breach of any obligation owed to the Discloser; (ii) became known to the Recipient prior to the Discloser's disclosure of such information to the Recipient; (iii) became known to the Recipient from a source other than the Discloser other than by the breach of an obligation of confidentiality owed to the Discloser; (iv) is disclosed by the Discloser to a third party without restrictions on its disclosure; or (v) is independently developed or discovered by the Recipient not as a result of any activities relating to the Project.
- (c) "Confidential Materials" shall mean all tangible materials containing confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

### **2. Restrictions**

- (a) The Recipient shall not disclose any Confidential Information to third parties for [two] [(2)] years following the date of its disclosure

by the Discloser to the Recipient. However, the Recipient may disclose Confidential Information in accordance with judicial or other governmental order, provided the Recipient shall give the Discloser reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

- (b) The Recipient shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information.
- (c) The Recipient may disclose Confidential Information or Materials only to its employees or consultants on a need-to-know basis. The Recipient shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.
- (d) Confidential Information and Materials may be disclosed, reproduced, summarised or distributed only in relation to the Project or in pursuance of the Recipient's business relationship with the Discloser, and only as otherwise provided hereunder. The Recipient agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.
- (e) The Recipient may not reverse, engineer, decompile or disassemble any software disclosed to the Recipient other than as specifically permitted by law.

### **3. Rights and Remedies**

- (a) The Recipient shall notify the Discloser immediately upon discovery of any unauthorised use or disclosure of Confidential Information or Materials, or any other breach of this Agreement by the Recipient, and will cooperate with the Discloser in every reasonable way to help the Discloser regain possession of the Confidential Information or Materials and prevent its further unauthorised use.
- (b) The Recipient shall return all originals, copies, reproductions and summaries of Confidential Information or Materials at the Discloser's request or at the Discloser's option, certify destruction of the same.
- (c) The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorised disclosure of Confidential Information and that the Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

- (d) The Discloser may visit the Recipient's premises, with reasonable prior notice and during normal business hours, to review the Recipient's compliance with the terms of this Agreement.

#### 4. **Miscellaneous**

- (a) All Confidential Information and Materials are and shall remain the property of the Discloser notwithstanding anything added thereto by the Recipient. By disclosing information to the Recipient, the Discloser does not grant any express or implied right to the Recipient to or under any of the Discloser's patents, copyrights, trademarks, or trade secret information.
- (b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as to Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both the Recipient and the Discloser. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Discloser, its agents, or employees, but only by an instrument in writing signed by an authorised officer of the Discloser. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (c) If either the Discloser or the Recipient employs legal representation to enforce any rights arising out of or relating to this Agreement the prevailing party shall be entitled to recover reasonable legal fees. This Agreement shall be construed and controlled by the laws of England and Wales and the Recipient further consents to jurisdiction and venue of the English courts. Process may be served on either party: by mail, postage prepaid, certified or registered, return receipt requested; by overnight air express courier (or comparable international air express service), charges prepaid, return receipt requested; or by such other method as is authorised by law or court rule.
- (d) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- (e) If the Recipient is executing this Agreement on behalf of a corporation or other legal entity: (i) the term “the Recipient” shall be construed to apply jointly and severally to the individual executing this Agreement and said corporation or other legal entity; and (ii) said individual hereby warrants that he/she is duly authorised to execute this Agreement on behalf of said corporation or other legal entity and to fully bind said corporation or other legal entity to all of the terms and conditions set forth above.

[ \_\_\_\_\_ ]

Address: \_\_\_\_\_  
\_\_\_\_\_

Signed for and on behalf of [ \_\_\_\_\_ ] by:  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Greater London Authority

Address: \_\_\_\_\_  
\_\_\_\_\_

Signed for and on behalf of the Greater London Authority by:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





## **GREATER LONDON AUTHORITY**

### **General Conditions of Contract for Services (including Research and Development, Professional Services and Consultancies)**

1. Definitions and Interpretations
2. Law
3. Duration of the Contract
4. Alteration of Requirement
5. Duty of Care
6. Contractor's Performance
7. Meetings and Reports
8. Inspection
9. Invoices and Payment
10. Value Added Tax
11. Corrupt Gifts and Payments of Commission
12. Not used
13. Disclosure of Information
14. Racial and Sex Discrimination
15. Merger, Take-over or Change of Control
16. Unsatisfactory Performance
17. Termination of the Contract
18. Break
19. Consequences of Termination and Break
20. Assignment, Sub-Contractors and Suppliers
21. Insurance
22. Loss or Damage
23. Recovery of Sums Due
24. Data Protection
25. Insolvency of the Contractor
26. Royalties and Licence Fees
27. Drawings, Specifications, Software, Designs and other Data
28. Retention of Documentation
29. Serving of Notices
30. Arbitration
31. Transfer of Responsibility
32. Contractor's obligations in connection with TUPE
33. Occupation of Greater London Authority Premises
34. Environmental Requirements
35. Severability
36. Waiver
37. Year 2000 Compliance

## 1. Definitions and Interpretations

1.1 In this Contract, unless the context requires otherwise, the following words and phrases shall have the following meanings:

- a. "Award Date" means the date of the award of the Contract by the Greater London Authority to the Contractor;
- b. "Contract" means the documents listed in the Greater London Authority's acceptance letter, including these Conditions and the Specification. In case of discrepancy between these Conditions and other documents forming part of the Contract, these Conditions shall prevail unless otherwise agreed in writing;
- c. "Contract Price" means the price or prices payable to the Contractor by the Greater London Authority under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract;
- d. "Contractor" means the person appointed by the Greater London Authority for the performance of the Services (including any individuals or successors);
- e. "Contract Manager" means a competent person appointed by the Contractor to be his representative in relation to the performance of the Contract who will receive and act on any directions given by the Authorised Officer;
- f. "Authorised Officer" means the person appointed by the Greater London Authority, or other person employed in that capacity, to act on its behalf for the purpose of managing the Contract;
- g. "Greater London Authority" or "Authority" means the Greater London Authority and such persons authorised to act on his behalf;
- h. "Greater London Authority's Property" means anything issued or otherwise provided in connection with the Contract by or on behalf of the Greater London Authority or its representatives;
- i. "Key Personnel" means any person who, in the Greater London Authority's opinion, is fundamental to the performance of the Contract;
- j. "month" means calendar month, unless otherwise defined;
- k. any reference to a "person" shall as the context may require, be construed as a reference to any individual, firm, company, corporation, local authority or any association or partnership (whether or not having a separate legal personality);
- l. "Premises" means the premises occupied, owned or leased by the Greater London Authority, or as described in the Contract;
- m. "Programme" means any programme or timetable agreed by the parties to the Contract which regulates or specifies the period or periods for the performance of the Services or any part of them, together with any activities ancillary to the performance of the Services or the preparation and submission of reports;

- n. "Service(s)" or "Work" means all Services detailed in the Specification which the Contractor is required to carry out under the Contract;
- o. "Specification" means the description of Services to be performed under the Contract.

1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa;

1.3 The headings are inserted for convenience only and shall not affect the interpretation of the Contract.

1.4 Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.

## **2. Law**

The Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

## **3. Duration of the contract**

Subject to the Greater London Authority's rights of termination under these conditions, the Contract shall be in force from the Award Date and the Services shall be provided throughout the duration of the Contract in accordance with the dates and timetables specified in the Programme, or until the Services are completed to the satisfaction of the Greater London Authority.

## **4. Alteration of requirement**

The Greater London Authority reserves the right to alter the requirements of the Contract, as detailed in the Specification, should this at any time become necessary. In the event of any alteration of the contractual requirement, payment under the Contract shall be subject to fair and reasonable adjustment to be agreed between the Greater London Authority and the Contractor and recorded in writing.

## **5. Duty of care**

The Contractor shall perform the Services with all reasonable skill, care and diligence and in accordance with the Contract and any legislative and statutory requirements.

## **6. Contractor's performance**

6.1 The Contractor shall properly manage and monitor the Services and immediately inform the Authorised Officer if any aspect of the Contract is not being or is unable to be performed.

6.2 The Contractor shall provide all the necessary facilities, materials and any other equipment, and personnel of appropriate qualifications and experience to undertake the Services. All personnel deployed on work relating to the Contract shall have appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Greater London Authority. If the Greater London Authority gives the Contractor notice that any person is to be removed from involvement in the Services, the Contractor shall take immediate steps to comply with such notice. The decision of the Greater London Authority regarding the Contractor's personnel shall be final and conclusive.

6.3 The Contractor shall:

- a. give the Greater London Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract;
- b. comply with any rules, regulations and any safety and security instructions from the Greater London Authority, including completion of any additional clearance procedures required by the Greater London Authority, and return of any passes as required.

6.4 The Contractor shall take all reasonable steps to avoid changes to any of the staff designated in the Contract as Key Personnel. The Contractor shall give at least one month's notice to the Authorised Officer of any proposals to change Key Personnel and Condition 6.2 shall apply to the proposed replacement personnel.

6.5 Unless otherwise agreed by the Greater London Authority, neither the Contractor nor any of his employees or agents shall carry out any business or trading activity within the confines of the Premises and no advertisement, sign or notice of any description shall be exhibited without prior approval, in writing, from the Greater London Authority.

6.6 The Contractor shall exercise due care and propriety when dealing with third parties in connection with the Contract and ensure that no commitments are entered into (unless expressly required under the Contract), without the Greater London Authority's prior written consent.

6.7 Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Greater London Authority and the Contractor.

## **7. Meetings and reports**

7.1 The Contractor shall attend all meetings arranged by the Greater London Authority for the discussion of matters connected with the performance of the Services.

7.2 Without prejudice to the submission of reports as specified under the Contract, the Contractor shall render any additional reports as to the progress of the Services at such time or times, and in such form as the Authorised Officer may reasonably require.

## **8. Inspection**

During the course of the Contract the Greater London Authority shall have the power to inspect and examine any of the Services on the Premises at any reasonable time. Where the Services are being performed on any other premises, the Authorised Officer or the Greater London Authority shall on giving reasonable notice to the Contractor be entitled to inspect and examine such Services. The Contractor shall provide free of charge all such facilities as the Greater London Authority may reasonably require for such inspection and examination. In this Condition, Services includes planning or preliminary work for the Services.

## **9. Invoices and payment**

9.1 The Contractor shall submit an invoice to the Greater London Authority as specified in the Contract or within 28 days of the completion of the Services quoting the Contract number and, where appropriate, the purchase order number.

9.2 The Contractor shall submit with the invoice, such records as the Greater London Authority may reasonably require including, but not limited to time sheets, expenses incurred, invoices paid or any other documents which would enable the Greater London Authority to verify the information and the amounts referred to in that invoice.

9.3 The Contractor shall provide the name and address of his bank, the account name and number, the bank sort code and any other details, in whatever format the Greater London Authority may require.

9.4 The Greater London Authority shall pay the Contractor in respect of the satisfactory performance of the Services in accordance with the Contract.

9.5 Except where otherwise provided in the Contract, the amount payable to the Contractor for the performance of the Services shall be inclusive of all costs of staff, facilities, equipment, materials and all other expenses whatsoever incurred by the Contractor in discharging his obligations under the Contract.

9.6 The Greater London Authority is committed to Prompt Payment in accordance with British Standard 7890 and shall pay the Contractor within 30 days of the receipt of a valid invoice, provided that the Greater London Authority is satisfied that the Services for which the invoice relates have been performed fully in accordance with the Contract.

## **10. Value Added Tax**

The Greater London Authority shall pay to the Contractor the amount of any VAT chargeable in respect of the performance of the Services in accordance with Contract.

## **11. Corrupt gifts and payments of commission**

11.1 The Contractor shall not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Crown.

11.2 The Contractor shall not conspire with any person to do any of the acts mentioned in Condition 11.1.

11.3 Any:

- a. breach by the Contractor of this Condition; or
- b. commission of any offence by the Contractor under the Prevention of Corruption Acts 1889 to 1916 in relation to this or any other contract for Her Majesty's Service;

shall entitle the Greater London Authority to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination and recover from the Contractor the amount of value of any such gift, consideration or commission.

11.4 The decision of the Greater London Authority in relation to this Condition shall be final and conclusive.

## **12. Not used**

## **13. Disclosure of information**

13.1 The Greater London Authority reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.

13.2 The Contractor shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of, the Contract, to any person unless it is strictly necessary for the performance of the Contract, and authorised in writing by the Greater London Authority. The Contractor shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure.

13.3 Subject to Condition 13.2, the Contractor shall ensure that information about the Contract, or arising from or connected with the Contract:

- a. is divulged only to the minimum number of persons;
- b. is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not further divulge such information;
- c. is properly safeguarded as appropriate and
- d. on written request from the Greater London Authority, return all documents relating to the Work and destroy all other documents containing any part of the Work carried out by the Contractor, including but not limited to, electronic storage.

13.4 The Contractor shall ensure that any contract with:

- a. any employee of his, and
- b. any contractor of his engaged in any way in connection with the Contract,

contains a condition requiring that person to keep all information in relation to the Contract and its performance confidential, and shall draw their attention this condition and condition 13.2.

13.5 No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with prior written permission of the Greater London Authority, to whom any press or other enquiry or any such matter should be referred.

13.6 The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media unless

specifically granted permission to do so in writing by the Greater London Authority.

13.7 Except with the consent in writing of the Greater London Authority the Contractor shall not make use of the Contract or any information issued or furnished by or on behalf of the Greater London Authority otherwise than for the purpose of the Contract.

13.8 The decision of the Greater London Authority regarding anything in this Condition (13) shall be final and conclusive.

#### **14. Racial and sex discrimination**

The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 and the Sex Discrimination Act 1975 and 1986 and shall take all reasonable steps to ensure that all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate.

#### **15. Merger, take-over or change of control**

The Contractor shall forthwith inform the Greater London Authority in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or the Contractor (being a company as defined in the Companies Act 1985) shall inform the Greater London Authority of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. The Contractor shall comply with any request by the Greater London Authority for information arising from this Condition.

#### **16. Unsatisfactory performance**

16.1 Where in the opinion of the Greater London Authority the Contractor has failed to perform the whole or any part of the Services, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same Services could reasonably be expected to exercise, or in accordance with the Contract (including the Specification and Programme), the Greater London Authority may give the Contractor a notice specifying the way in which his performance falls short of the requirements of the Contract, or is otherwise unsatisfactory.

16.2 Where the Contractor has been notified of a failure in accordance with Condition 16.1 the Greater London Authority may:

- a. request from the Contractor that, at his own expense and as specified by the Greater London Authority, he re-schedules and performs the



Services to the Greater London Authority's satisfaction within such period as may be specified by the Greater London Authority in the notice, including where necessary, the correction or re-execution of any Services already carried out; or

- b. withhold or reduce payments to the Contractor, in such amount as the Greater London Authority deems appropriate in each particular case.

## **17. Termination of the contract**

Without prejudice to any other power of termination, the Greater London Authority may terminate the Contract without notice, for any of the following reasons:

- a. the breach by the Contractor of any of Conditions 11 (Corrupt Gifts & Payments of Commission), 13 (Disclosure of Information) of the Contract, or any other material breach of contract;
- b. the failure by the Contractor to comply with a notice given under Condition 16 ( Unsatisfactory Performance);
- c. the Contractor ceases or proposes to cease to carry on his business;
- d. there is a change of control of the type referred to in Condition 15 (Merger, Take-over or Change of Control), and the Greater London Authority has not agreed in advance in writing to the particular change of control, save that in this event the Greater London Authority shall give one month's notice in writing to the Contractor.

## **18. Break**

The Greater London Authority shall in addition to his powers under any other of these Conditions have power to terminate the Contract at any time by giving to the Contractor one month's written notice. Upon the expiry of the notice the Contract shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

## **19. Consequences of termination and break**

19.1 Where the Contract is terminated under Condition 17 (Termination of the Contract), the following provisions shall apply:

- a. any sum due or accruing from the Greater London Authority to the Contractor may be withheld or reduced by such amount as the Greater London Authority in either case considers reasonable and appropriate in the circumstances;
- b. the Greater London Authority may make all arrangements which are in its view necessary to procure the orderly completion of the Services including the letting of another contract or contracts;
- c. where the total costs reasonably and properly incurred by the Greater London Authority by reason of such arrangements exceed the amount that would have been payable to the Contractor for the completion of the Services, the excess shall be recoverable from the Contractor and the Greater London Authority reserves the right to recover such excess by set-off against any amount withheld by the Greater London Authority under Condition 19.1 (a) or as otherwise provided for under Condition 23 (Recovery of Sums Due).

19.2 Without prejudice to Condition 19.1, where the Contract is terminated under Condition 17 (d) or Condition 18 (Break) the Contractor shall have the right to claim from the Greater London Authority reimbursement of all reasonable costs necessarily and properly incurred by him in relation to the orderly cessation of the Services, including any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. For the avoidance of doubt the Greater London Authority will not indemnify the Contractor against loss of profit. The Greater London Authority shall not in any case be liable to pay under the provisions of this Condition any sum which, when taken together with any sums paid or due or becoming due to the Contractor under the contract, shall exceed the total Contract price.

19.3 Where the Contract is terminated under Condition 17 (Termination of the Contract) or Condition 18 (Break), the Greater London Authority may, during any notice period:

- a. direct the Contractor, where the Services have not been commenced, to refrain from commencing such Services or where the Services have been commenced, to cease work immediately;
- b. direct the Contractor to complete in accordance with the contract all or any of the Services, or any part or component thereof, which shall be paid at the agreed Contract Price or, where no agreement exists, a fair and reasonable price.

## **20. Assignment, sub-contractors and suppliers**

20.1 The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of the Greater London Authority.

20.2 The Contractor shall ensure that any sub-contractor complies with the terms and Conditions of the Contract, so far as they are applicable. Any sub-contract shall not relieve the Contractor of his obligations under the Contract.

20.3 Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, he shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the Contract requirements.

## **21. Insurance**

21.1 The Contractor shall effect and maintain insurance necessary to cover the Contractor and all his sub-contractors or consultants for the risks under the Contract and for the avoidance of doubt all the risks as defined in Condition 22 (Loss or Damage).

21.2 Where, in compliance with Condition 21.1 above the Contractor takes out and maintains professional indemnity insurance, the Contractor shall:

- a. take out and maintain appropriate professional indemnity insurance in respect of his businesses generally throughout the period from the date of commencement of his Services under the Contract and for a period of 6 years from the date of expiry or termination of the Contract, and
- b. ensure that any person or organisation commissioned as a consultant by him takes out and maintains appropriate professional indemnity insurance in respect of their businesses generally throughout the period from the date of commencement of their Services under the Contract or commission and in addition for a period of 6 years from the date of completion as specified in the Contract.

21.3 The Contractor shall, whenever required by the Greater London Authority, produce to the Greater London Authority certificates signed on behalf of the Contractor's and his consultants' insurers stating that insurance complying with the requirements set out in Conditions 21.1 and 21.2 above (where applicable) is in force and the period for which it has been taken out.

21.4 If, for whatever reason, the Contractor fails to maintain the insurance described in this Condition or without the approval of the Greater London Authority obtains a different policy of insurance from that which he notified to the Greater London Authority at the time when he submitted his tender, the Greater London Authority may make alternative arrangements necessary to protect his interests and recover the cost from the Contractor.

21.5 The terms of any insurance or the amount of cover shall not relieve the Contractor or his sub-contractors or consultants of any liabilities under the Contract, their sub-contracts or their terms of commission.

## **22. Loss or damage**

22.1 This condition applies to any loss or damage which arises out of or is in any way connected with the performance of the Contract.

22.2 The Contractor shall, without delay and at his own expense, replace or make good to the satisfaction of the Greater London Authority, or if the Greater London Authority requires, compensate the Greater London Authority, for any loss or damage.

22.3 The Contractor shall indemnify the Greater London Authority, its employees, agents and sub-contractors against all claims made, or proceedings brought, against the Greater London Authority, its employees, agents and sub-contractors in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such claims or proceedings.

22.4 The Greater London Authority shall notify the Contractor as soon as possible of any claim made, or proceedings brought against the Greater London Authority in respect of any loss or damage.

22.5 If the Contractor shows that any loss or damage:

- a. was not caused nor contributed to by his neglect or default, or by that of his servants, agents or sub-contractors or by any circumstances outside his or their control, he shall be under no liability under this condition;
- b. was in part the responsibility of any other person (not being his servant, agent or sub-contractor), the Contractor's liability under this condition shall not extend to the share in the responsibility attributed to the neglect or default of that person.

22.6 In this condition loss or damage includes:

- a. loss or damage to property;
- b. personal injury, sickness and death;
- c. loss of profit or loss of use;
- d. any other loss.

## **23. Recovery of sums due**

Whenever under the Contract any sums of money shall be recoverable from or payable by the Contractor to the Greater London Authority, the same may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with the Greater London Authority.

## **24. Data protection**

24.1 The Contractor shall indemnify the Greater London Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Greater London Authority by any person in respect of loss, damage or distress caused to that person by the disclosure, loss or destruction by the Contractor, the Contractor's servants or agents of any personal data.

24.2 In this condition “personal data” has the same meaning as in section 1(3) of the Data Protection Act 1984.

## **25. Insolvency of the contractor**

25.1 The Contractor shall inform the Greater London Authority:

- a. if being an individual, or where the Contractor is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under any bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or
- b. if being a company, he passes a resolution, or the Court makes an order, that the company be wound up otherwise than for the purpose of reconstruction or amalgamation, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court otherwise than for the purposes of amalgamation or reconstruction to make a winding-up order.

25.2 If any of the events in the conditions 25.1 (a) or 25.1 (b) occur (whether or not the Contractor has informed the Greater London Authority) the Greater London Authority may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued before that date or shall accrue thereafter to the Greater London Authority.

## **26. Royalties and licence fees**

The Contractor shall ensure that all royalties, licence fees or similar expenses in respect of all intellectual property used in connection with the Contract, have been paid and are included within the Contract Price. The Contractor shall indemnify the Greater London Authority from and against all claims and proceedings, which may be made or brought against the Greater London Authority and any damages, costs and expenses incurred by the Greater London Authority in respect of such supply or use.

## **27. Drawings, specification, software, designs and other data**

Any drawings, specification, software, designs or other data (including working documents, maps and photographs) completed or provided in connection with the Contract shall become or, as the case may be, remain the property of the Greater London Authority and be delivered up to the Greater London Authority on completion or termination of the Contract. Where the Greater London Authority has agreed to accept modern storage media, drawings and other documents shall be supplied by the Contractor in an agreed form.

## **28. Retention of documentation**

The Contractor shall retain and produce when required such accounts, documents (including working documents) and records as the Greater London Authority, or the Authorised Officer, may request, (and explain these as necessary) in connection with the Contract, at any time during the Contract and for a period of 2 years from the date of expiry or termination or such longer period as may be agreed between the Greater London Authority and the Contractor in writing at or before the commencement of the contract; and afford such facilities as the Greater London Authority may reasonably require for his representatives to visit the Contractor's premises and examine the records under this Condition.

## **29. Serving of notices**

Any notice required to be given or served under this Contract by the Greater London Authority shall be in writing and shall be served by either:

- a. delivery to the Contract Manager, or
- b. sending it by first-class post to the Contractor's last known place of business or registered office, when it shall be deemed to be served on the day when, in the ordinary course of the post it would have been delivered.

## **30. Arbitration**

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract (other than a matter or thing as to which the decision of the Greater London Authority is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract), shall be referred to either:

- a. the arbitration of 2 persons, one to be appointed by the Greater London Authority and one by the Contractor, or
- b. their Umpire

in accordance with the provisions of the Arbitration Acts 1950, 1996 or any statutory modification or re-enactment thereof for the time being in force.

### **31. Transfer of responsibility**

31.1 In the event that a different organisation is required to take over the Services at the expiry or termination of the Contract, the Contractor shall co-operate in the transfer, under arrangements to be notified to him by the Greater London Authority.

31.2 The transfer shall be arranged between the Greater London Authority and the Contractor so as to reduce to a minimum any interruption in the Services.

### **32. Contractor's obligations in connection with TUPE**

32.1 Where requested to do so the Contractor shall provide such information (including any changes to and interpretations thereof) in connection with The Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE), as the Greater London Authority may require, to the Greater London Authority and/or to any other person authorised by the Greater London Authority who is to be invited to submit a tender in relation to the provision of similar Services, within 10 days of the request.

32.2 During the 8 month period preceding the expiry of this Contract or within any period of notice of Termination or notice of Break, the Contractor shall not without the prior written agreement of the Greater London Authority, which shall not be unreasonably withheld or delayed:

- a. materially amend the terms and conditions of employment of any employee whose work, wholly or mainly falls within the scope of this Contract; or
- b. materially increase the number of employees whose work (or any part of it) is work undertaken for the purposes of this Contract.

32.3 The Contractor shall not knowingly do or omit to do anything which may adversely affect an orderly transfer of responsibility for provision of the Services. The Contractor agrees to indemnify the Greater London Authority fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of TUPE related information.

### **33. Occupation of Greater London Authority premises**

Any land or premises (including temporary buildings) made available to the Contractor by the Greater London Authority in connection with the Contract shall



be made available to the Contractor free of charge and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion or determination of the Contract. Any utilities required by the Contractor shall be subject to such charges as are set out elsewhere in the Contract.

#### **34. Environmental requirements**

34.1 The Contractor shall provide the Services in accordance with the Greater London Authority's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.

34.2 All written work in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

#### **35. Severability**

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Greater London Authority and the Contractor shall immediately commence negotiations in good faith to remedy the invalidity.

#### **36. Waiver**

36.1 The failure of the Greater London Authority or the Contractor to exercise any right or remedy shall not constitute a waiver of that right or remedy.

36.2 No waiver shall be effective unless it is communicated to either the Greater London Authority or the Contractor in writing.

36.3 A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

#### **37. Year 2000 compliance**

The Contractor shall ensure that the provision of the Services will not be adversely affected by dates prior to, during and after the year 2000.

