ANNEX 3

Specification

Part A - Seasonal Treatment Operations & Maintenance

1 DEFINITIONS

In the Agreement where the context admits:

Arising Work	any work directed by a VMI as required if certain conditions are met;
Asset	means RHTT or snowplough vehicles and/or Network Rail supplied spares/materials;
Attribution	a decision as to which party is responsible for and to what extent (by percentage) for a Performance Failure;
CMS	Competency Management System
Consumables	oils, greases, lubricants and all other items used in the course of executing the Services;
Contractor Representative	the person nominated by the Contractor from time to time as being authorised to administer this Agreement on behalf of the Contractor, or such person as may be nominated by the Contractor's Representative to act on its behalf;
Cyber Essentials Certification	means the cyber security scheme operated by the National Cyber Security Centre (NCSC) About Cyber Essentials - NCSC.GOV.UK
Delay	the delay to a Service past the planned time when departing the Stabling Point, delay on route causing late arrival at final Stabling Point;
DRS Representative	the person nominated by DRS from time to time as being authorised to administer this Agreement on behalf of DRS, or such person as may be nominated by the DRS Representative to act on its behalf;
FAMS	FAMS is Network Rail's web-based asset management application;
Industry Standards	the rules and regulations including codes of practice and conduct in force from time to time relating to the obligations of each party under the Agreement including in particular those produced by or under the authority of Network Rail and National Highways or any subsequently constituted responsible authority;

Maintainer/Operator	the Personnel or persons employed by the Contractor to maintain, service, and operate the Plant as required by this Specification;
Network Rail/NR	means and includes Network Rail Infrastructure Limited and any subsidiary or subsidiary undertaking of Network Rail Infrastructure Limited and every holding company of Network Rail Infrastructure Limited and every subsidiary or subsidiary undertaking of every such holding company from time to time and "member of the Network Rail Group" shall be construed accordingly;
Network Rail Online Logistics ("NROL")	Network Rail Online Logistics – the ordering and planning system for all railborne materials;
Operations/Operational Control Facility	each party's 24 hour, 365 day a year manned facility for the real time management of the Services
Other Periodic	Planned Preventative Maintenance activities as required by the VMI to be carried out at intervals greater than 12 months;
Period	each or any of the thirteen periods in each Contract Year as published by the Office of Passenger Rail Franchising, Golding's House, 2 Hay's Lane, London, SE7 2HB;
Performance Failure	failure of a Service to be provided in accordance with the Agreement;
Personnel	means all the persons employed by the Contractor, together with the Contractor's staff, agents, consultants, officers, suppliers, sub-consultants, Sub-Contractors and other workers of the Contractor who are engaged in the provision of the Services from time to time;
Planned Preventative Maintenance	work directed by the VMI as a mandatory change including Other Periodic work;
Plant	the machines owned or controlled by DRS or Network Rail as described in this Specification to be operated by the Contractor in accordance with this Agreement;
Railway Group Standards	all Railways Group Standards authorised by the Railway Group Standards Code prepared by the Rail Safety and Standards Board Ltd;
Repairs	all work outside the scope of the Planned Preventative Maintenance & Arising Work that is authorised by Network Rail or DRS;
Resources	the Plant, fuel, consumables, operators, maintainers, planners, management, 24/7 Control Facility, and all other

	resources, materials and personnel, required for the provision of the Services including but not limited to personnel capable of carrying out marshalling, shunting, preparation, examination, fuelling, stabling, planning, incident management and all other necessary items to support the delivery of the Service;
RHTT	Rail Head Treatment Trains;
Rule Book	the Rule Book (GE/RT8000) or such subsequent issues as may become effective;
Seasonal Fleet Services	shall have the meaning set out in clause 2;
RHTT Service	is a timetabled RHTT circuit;
Snow Clearance Services	the maintenance of beilhack and independent snow ploughs and occasional provision of technical riders and operators when required
Stabling Point	is the location where the RHTT is stabled;
National Highways	is a non-ministerial government department responsible for the economic and safety regulation of Britain's railways, and the economic monitoring of National Highways
VMI	the vehicle maintenance instruction relating to the Plant;
VMOI	the vehicle maintenance overhaul instruction relating to the Plant.

2 THE SERVICES

2.1 The Seasonal Fleet Services provided by the Contractor to DRS shall comprise the management, replenishment, planning and delivery of seasonal services, and provision of technical support and maintenance to Network Rail's seasonal plant on behalf of DRS as detailed within this Specification, together with all other services reasonably necessary to and ancillary to the proper completion of the above (the "Seasonal Fleet Services).

2.2 The Seasonal Fleet Services consists of:

(a) Rail Head Treatment Trains (RHTTs) and associated modules;

(b) Beilhack snow ploughs; and

(c) Independent snow ploughs (ISPs),

the "Seasonal Fleet".

2.3 The different elements within the Seasonal Fleet Services are as follows:

(a) Provision of suitably qualified Maintainers/Operators to operate the on-board equipment as required;

(b) Provision of Personnel to undertake replenishment of the Seasonal Fleet modules and locomotives;

(c) Maintenance of Rail Head Treatment Train (RHTT) equipment and Snowploughs;

(d) Management of FAMS;

(e) Stabling locations, site set-up and demobilisation; and

(f) Provision of suitably qualified Personnel to undertake train preparation and shunting duties

The individual requirements for each element and service is as detailed below.

3 RAIL HEAD TREATMENT TRAINS (RHTT) AND ASSOCIATED MODULES

3.1 Rail Head Treatment Trains (RHTTS)

(a) RHTTs are formed using two/three FEA-F Wagons which are hauled by one or two locomotives (as determined by the treatment requirements) and associated treatment modules.

(b) The RHTT consist is utilised in the autumn season which generally runs from the end of September to mid-December to water jet and/or apply 'adhesion modifier' in order to provide mitigation against poor rail head adhesion and maintain track circuit performance.

(c) The RHTT is configured to suit seasonal requirements up to a maximum of 25 two vehicle configurations.

(d) The Contractor is fully responsible for the security of any Asset that has been subject to a documented handover process between DRS and the Contractor.

(e) The Contractor will be compliant with all safety, environmental and maintenance legislation.

3.2 RHTT Modules and Tanks

(a) The water jet and adhesion modifier are applied from two separate modules.

(b) Sandite module -There is one 10-foot module on each end of the RHTT holding 1,400 litres of adhesion modifier, complete with an integral generator set.

(c) Water Jetting module - There is one per RHTT consist which is a Volvo engine self-contained 1500 bar high pressure piston pump assembly delivering a nominal 901/min (44 litres to each rail head). At 60mph this equates to 90 litres per mile.

(d) Water tanks - Capacity of 17,000 litres of water. RHTT consist will contain a minimum of three water tanks and up to a maximum of eight.

(e) Fuel tanks - Sandite module holds 100 litres of fuel and the high-pressure jet wash pump holds approx. 1,200 litres.

(f) The modules should be operated in accordance with the documents pertaining to:

(i) RHTT sandite module: operating manual; and
(ii) RHTT water jetting module.

Up to date copies are provided as Appendices.

3.3 RHTT Treatment Specification

(a) The treatment specification can be different in each route with regards to mileage of the train, amount of treatment mileage, treatment speed and hours of work.

(b) Each treatment diagram can consist of one circuit per day or two circuits per day dependent upon DRS's requirements in that area. Each diagram shall be allocated one RHTT and shall be operated from one base location and return to that same base location.

(c) The Contractor shall operate the services as described in the treatment diagram as defined on an annual basis. It includes the timings of the circuits, geographical circuit description, treatment specification, circuit durations, total number of circuits per season, treatment speed and mileage.

(d) Any variations to the base train timings and/or treatment specification shall be administered via DRS and the NROL system, and communicated to the Contractor via the weekly train plan. Any short notice variations will be communicated via DRS' Operations Control Facility to the Contractors own Control function.

3.4 Operational requirements of the RHTT

(a) On each occasion of the RHTT leaving a depot to undertake treatment, the Contractor is responsible for providing a competent Maintainer/Operator to operate the modules as required throughout its journey.

(b) The Operator shall perform these tasks whilst residing in the front-facing middle cab (or rear cab in the case of single loco operations), communicating with the driver via radios which shall be provided by DRS. The Contractor shall need to provide the Operators with suitable technology to be able to verify location(s) for drop sites from this position.

3.5 Provision of Maintainers/Operators to operate the on-board equipment

(a) Operation of equipment

The Maintainer/Operator should be fully conversant with all aspects of the operation of the in-season Modules; this will be supported by proven competency and managed through Competency Management System (CMS).

(b) Fault finding

(i) The Maintainer/Operator will be expected to assist with any fault which may occur during the diagram and liaise with both driver and engineer to resolve the fault during the diagram if at all possible. These activities will include entering into electrical cabinets etc. to observe and reset components.

(ii) The Maintainer/Operator shall be trained by the Contractor to an appropriate level to allow the Maintainer/Operator to assist with fault finding on all modules. The training should be prescriptive and pertinent to the modules operated during that season. Once this has been achieved it should be managed through the CMS and maintained.

(c) Cab passes

Maintainer/Operators will have cab passes issued by DRS and available for inspection at any time during their rostered duties. Failure to produce a Cab Pass when requested will be reported to Network Rail's Operations Facility for appropriate action. The Maintainer/Operator should also carry his competency card for operation of the Plant consists currently in use.

(d) The Maintainer/Operator supplied shall undertake the following roles and responsibilities:

(i) Obtain the treatment tick treatment sheet from DRS or from Network Rail's train planning system and familiarise themselves with the details on the said sheet, prior to the start of the shift to ensure a full understanding of the circuit and potential hazards. A copy should also be provided to DRS's driver by the Maintainer/Operative;

(ii) Take note of Network Rail's instructions with regards to whether water jetting through points is allowed on that circuit;

(iii) Check that the relevant seasonal modules and tanks have been fully replenished;

(iv) Apply the specified treatment to the railhead in accordance with the specification, tick sheet by operating the RHTT CATTRON system;

(v) Complete tick sheet in real time as required;

(vi) Report real time to Network Rail's and DRS's Operational Control Facilities any variance to the planned work;

(vii) Send the completed tick sheet via electronic transmission to Network Rail's Operational Control Facility and to DRS within two hours of arriving back at the Stabling Point;

(viii) Provide real time reporting of equipment issues/failure to Network Rail's and DRS' Operational Control Facility;

(ix) Where practically possible and safe to do so, carry out initial checks and system resets if an issue/failure occurs on the equipment;

(x) Communicate with Network Rail's Operational Control Facility to mitigate equipment issues/failure;

(xi) Remind the driver of the correct train speeds for treating water jet in line with the treatment specification; and

(xii) Shut down the system and confirm all modules are serviceable at the end of each treatment circuit, reporting any issues on the Tick Sheet and raising as appropriate.

(e) The Maintainer/Operator of the modules must be competent to the correct levels of competence including but not limited to:

(i) PTS certified;

(ii) competent in the operation of Sandite and Water jet modules, Central Control System and CATTRON Radio System (as described below) (to include basic diagnosis and system resets); and

(iii) have undertaken operational training in relation to all of the above.

(f) T-48 hours resource confirmation

(i) Confirm all rostered resources are in place through the provision of a 48 hour look ahead resource sheet emailed to DRS in advance of circuit commencement. The resource sheet is to include operators needed to run the services, highlighting any uncovered services and plans to cover these services.

(ii) The Contractor shall participate in the daily autumn season telephone conference to discuss any RHTT issues, as well as any operational issues or changes required.

(iii) If the Contractor wishes to clarify any matter during normal office hours then the contact shall be the nominated employers representative or their deputy. At all other times the Contractor should contact DRS' Operational Control Facility

(g) Standard of work

(i) The Contractor is responsible to ensure that the treatment specification is delivered in accordance with the tick sheet.

(ii) When any form of treatment is missed the relevant attribution code listed below (fig 1.1) should be entered into the task and/or tick sheet accordingly.

(iii) Any failure to deliver the Specification against codes G, O, R, S, U and W listed below will be classed as a Contractor failure.

(iv) All other codes are not classed as a Contractor failure.

A	Awaiting spares
C	Ticksheet / Schedule Mismatch
D	Driver Failure
E	External (Including weather)
G	Wheel Wear (General)
H	Wheel Slides (Rail Contamination)
I	Infrastructure
L	Loco Failure
M	NR diverted or retasked by route
N	NR (wrongly routed)
O	Operator Failure
P	Unplanned possession clashes
R	Replenishment (running out of treatment)
S	Adhesion Modifier equipment failure
T	Traction Failure
U	APU failures
W	Water jet equipment failure

fig 1.1 Attribution codes

3.6 **Provision of personnel to undertake replenishment of the Seasonal Fleet modules and locomotives**

(a) Prior to each occasion of the RHTT leaving a depot or other stabling point to undertake treatment the Contractor shall be responsible for:

(i) replenishing the modules with the relevant materials (in accordance with manufactures instructions). Adhesion Modifier shall be free issue from Network Rail;

(ii) replenishing of water tanks with water;

(iii) replenishing of the water pump units and sandite module generator with filtered fuel;

(iv) ensuring equipment is fit for operation;

(v) emptying all adhesion modifier out of the RHTT modules and pumped into empty International Bulk Containers (IBCs) after the last circuit of the season; and

(vi) assist in the fuelling of Locomotives where requested by DRS.

(b) The Contractor shall replenish the Plant upon their return to the depot in lieu of a just in time basis before the vehicle leaves the depot.

(c) The Contractor shall complete DRS's Plant usage and calibration sheet. This shall include the amount of fuel utilised in the vehicle and locomotive, record of calibration completed and daily water used. This form should be sent through to DRS's Representative as agreed at the commencement of the Contract.

(d) The Contractor is responsible for reporting directly to Network Rail the amount of stock of 'adhesion modifier' and empty 'IBCs' on a daily basis.

(e) All IBCs in which materials are delivered must be available for collection by Network Rail clean and empty of all materials. Any costs incurred by DRS for emptying/cleaning will be set off against the Contractor's next application for payment.

(f) If any IBCs are found to be contaminated and/or damaged, the Contractor will be charged for:

(i) the disposal of the contaminated product;

(ii) the cost of any material which has been ruined and unfit for further use;

(iii) the cleaning of the IBC;

(iv) all related transport costs; and

(v) repair or replacement costs of the IBC.

(g) The Contractor must provide staff to undertake this service who are:

(i) Personal Track Safety (PTS) certified;

(ii) fully trained and competent for the sandite and water jetting modules in line with the operating and maintenance instructions;

(iii) fully trained in the replenishing of diesel in the relevant tanks;

(iv) medically fit and fully trained in the operation of a fork lift truck; and

(v) fully trained in train preparation duties and shunting duties where required by DRS.

3.7 Maintenance of Rail Head Treatment Train (RHTT) equipment

(a) The RHTT's (including 'FEA/F' vehicles and modules) to be contractually handed over to the Contractor for the duration of the operational season prior to commencement of

services; the Contractor will be responsible for 'FEA/F', sandite modules, 'High Pressure Pump Modules', 'CATTRON Radio Control System', 'Water Tank Modules'. This will also include loose associated equipment & pipe work.

(b) The Contractor will carry out all planned maintenance events as specified within the certified maintenance documentation, and arising work for the duration of operational periods of the contract term.

(c) Network Rail will have responsibility to manage the out of season annual maintenance as prescribed within the certified maintenance documents on the following assets:

(i) 'FEA/F' Vehicles;
(ii) "Sandite"·modules;
(iii) High pressure water tanks;
(iv) Associated equipment.

(d) These Assets will be subject to a formal handover / band back process as detailed in clause 9 of this Specification.

(e) When the above assets are under the jurisdiction of the Contractor during the operational seasons, the Contractor is responsible for all maintenance work including additional unspecified work at the agreed contract rate as instructed by DRS to include:

(i) special checks;
(ii) special additional work (non VMI);
(iii) modifications;
(iv) post incident investigations;
(v) development;
(vi) trials:
    (A) equipment;
    (B) related consumable products.

(f) All parts will be held in a clean and water tight environment, this will also have a suitable door and locking mechanism when not in use. DRS and/or Network Rail may wish to examine this area periodically for its suitability.

(g) Socofter “Sandite” Module

The RHTT Sandite module is one of the modules forming the Network Rail Head Treatments Trains. The module is designed to lay a gel known as 'adhesion modifier" on the rails. The adhesion modifier is a mixture of water, clay and sand and improves the adhesion of the wheels on the rails:

(i) for operation, the module is installed on a wagon, with a radio remote control system the diesel driven generator set supplies the electrical power required for operation. The generator engine is started manually and runs continuously and cannot be controlled via the toggle controller. The compressed air is provided by a self-contained air compressor;

(ii) each operational delivery function of the module can be started, controlled and modified from the radio control toggle controller;

(iii) the "Sandite" module is equipped with a manual control cabinet, for miscellaneous controls, like product replenishing and product tank cleaning;

(iv) the module has been designed for autumn/ winter use (September-December);

(v) personnel safety is assured by the use of non-skid surfaces and handrails in the areas of personnel movement;

(vi) the Sandite module contains 1400 litres of adhesion modifier.

(h) The Contractor shall maintain the Plant in accordance with this Specification and the documentation provided by Network Rail in respect of:

(i) 'Socofer Sandite Module' VMI;

(ii) 'CATTRON Radio Control System';

(iii) 'Socofer Sandite Module' operating manual; and

(iv) 'Socofer sandite ILOC'.

(i) Up to date versions of this documentation will be provided by DRS in the Appendices.

(j) Any parts remove during maintenance and in-season support must be retained for possible inspection and if necessary returned to Network Rail's representative for assessment. Disposal of parts should only be undertaken with Network Rail's representative's written consent.

3.8 RHTT Water Jetting Module

(a) The water jetting module is one of the modules forming the RHTT. This module is designed to clean the wheel interface of the running rails using high-pressure water jets at 1,500 bar:

(i) The module is installed on the RHTT and secured by twist locks at each comer of the base.

(ii) The module is operated by means of a toggle controller. Some of the functions available are engine stop/start and pump on/off. When the module is not in use the battery isolation switches must be left in closed (off) position. The module has an inbuilt diagnostic system for both the pump and engine and in the event of failure will shut down.

(iii) The water jetting module is equipped with external lights for use at night and internal lights allow the maintenance of the components to be carried out. The module is also equipped with manual controls on the 'WOMA' electrical cubicle to allow operation under test/maintenance conditions.

(iv) The cowling thermal insulation should enable the module to be used in severe climatic conditions. Non-skid surfaces and handrails are fitted in areas where personnel movement takes place.

(v) The water jetting module has a 350 HP 'Volvo Penta Diesel Engine' coupled to a 'WOMA' high pressure water pump that delivers 92 l/min at a pressure of 1500 bar.

(vi) The water jetting module excluding the base frame has the following dimensions:

(vii) Length 4200mm, width 1570mm, height 2150mm, dry weight 5.4 tonnes

(viii) This module is installed on a 20' base to ISO standard footprint that weighs 1.83 tonnes.

(ix) High pressure water jetting nozzle delivery assembly is installed on to the bogie by fabricated mountings with adaptor plates.

(g) The Contractor shall maintain the Plant in accordance with this Specification and the documentation provided by Network Rail entitled:

(i) Water pump VMI;

(ii) Appendix A; and

(iii) 'ILOC'.

(h) The most up to date versions of these documents will be provided with the Appendices.

(i) Any parts removed during maintenance and in-season support must be retained for possible inspection and if necessary returned to Network Rail's representative for assessment. Disposal of parts should only be undertaken with Network Rail's representative's written consent.

3.9 Protran Water Tanks

The water tank is one of the modules forming the RHTT.

(a) The water tanks are twist lock mounted no baffled vessels, the rank is fabricated into a frame and cannot be lifted by forklifts. They have a weir system for filling and can be filled at either side via a 3" cam lock fitting protected by a shut off valve. The tank outlets are at either end and can be linked together via a flexible hose again utilising a 3" cam lock fitting protected by a shut off valve. Above the outlets they have a 2" cam lock fitting protected by a shut off valve for returning water from the water 'jetter' obviously the tank adjacent to the water 'jetter' will be connected the rest will be closed and capped.

(b) Capacity of the tanks is 17000 litres, at one end of the tanks there is a visual indicator showing water level.

(c) The Contractor shall maintain the plant in accordance with this Specification and the following documents:

(i) RHTT water tank VMI; and

(ii) RHTT\'LOC' water tank.

(d) The current versions of these documents shall be provided as Appendices.

(e) Parts removed during maintenance and in season support must be retained for possible inspection and if necessary returned to Network Rail's representative for assessment. Disposal of parts should only be undertaken with Network Rail's representative's written consent.

3.10 CATTRON system

(a) The portable radio remote control system enables an operator to control adhesion modifier and water jetting equipment from inside the locomotive using a custom designed, hand-held, toggle controller. There is a varying degree of control between the two modules, but both operate through a handset used by the operator. The toggle controller is powered by a rechargeable battery pack which should last approximately eight hours. The Contractor shall ensure that, whilst out on an operational diagram a spare controller and batteries will be carried on the locomotive.

(b) The Contractor shall maintain the Plant in accordance with this technical workscope and the following documents:

(i) Rail cleaner portable; and
(ii) Radio remote control system.

(c) The current versions of these documents shall be provided as Appendices.

3.11 Management of Wheel Wear

(a) The Contractor shall carry out daily checks to ascertain wheel wear on all RHTT vehicles.

(b) Should any wheel result in it requiring monitoring then a record is to be made in FAMS by the Contractor, by selecting the tick-box for wheel wear and DRS's Representative be notified. This record will then require a service request to be raised which will then act as a record for the wheel wear monitoring; through to completion of that fault including any wheel-set change or wheel turning that may result:

(i) At Carlisle Kingmoor TMD, wheelset changes are performed by DRS

(ii) At York, wheelset changes are performed by Network Rail

(iii) At Inverness, wheelsets are either:

1) Tyre turned at third party site (ScotRail's facility) Inverness; or

2) Transited to Carlisle Kingmoor TMD for DRS to perform wheelset changes

(iv) The Contractor should liaise with DRS to effectively plan required wheelset changes and tyre turning, to minimise disruption to the delivery of the planned circuits.

(v) Third party wheel lathe slots are arranged and paid for by DRS. Pre-booked slots will be advised in advance of the season commencing.

3.12 In addition, the Contractor shall carry out the following tasks:

(i) Handset

(ii) Visually inspect to ensure that there are no defects on the handset. Carefully remove handset aerial and check integrity of centre pin. Remove batteries and check battery compartment for any signs of damage or corrosion. Check battery terminal condition.

(iii) Charger, including batteries

(A) Visually inspect the charger.
(B) Check terminal connects for signs of corrosion.
(C) Check power cable and plug.
(D) Undertake portable appliance test.

(iv) System Functional Tests

(A) Handset: Range tests the handset to 400m.
(B) Decoder: Range tests the decoder to 400m.
(C) Complete function check during final commissioning.

3.13 Post-Season Inspection

(a) A full functional test must be carried out, to determine if there are any defects with the module. Test jetting must be carried out with new jets to ensure system integrity and visually inspect for oil, fuel, water and air leaks. The Contractor shall protect the railhead at all times with metal plates during static testing. A defect report shall be provided to Network Rail's representative and to DRS's Representative within 24 hours.

3.14 Unplanned/Work Arising and requesting parts

(a) Work orders shall be raised by the Contractor if any unplanned maintenance is undertaken to use an asset, the work order shall detail the person undertaking the work; time spent; parts used; if any assistance given by DRS, Network Rail or one of its suppliers; root cause of fault. The Contractor is expected to change the status of the work order to show when the work is completed. To enable payment for unplanned maintenance, work orders should be completed with documents scanned and attached

(if appropriate) at least a week following the period end in which the work was undertaken.

(i) Repairs or Work Arising undertaken as a result of an inspection, exam or operational failure shall be subject to the WO process.

(ii) No payments will be released until the repair or failure has undergone an engineering review to including support documentation within FAMS.

(iii) All Work Arising ("**WA**") will require a Service Request ("**SR**") raising in FAMS to advise the NSC Operational Control the status of the asset.

(iv) Generate work order in FAMS to cover scope of work to be done and request parts if required.

(v) The work order is set to "In Progress" within FAMS.

(vi) Upon completion of the repair the work order is set to "Contractor Complete" within FAMS.

(vii) Parts can be booked as "Actual's" directly to the work order if the component required is available at the Maintenance location.

(viii) Close service request.

(ix) Manually change status on control desk.

3.15 During the period of the contract Network Rail's representative may instruct DRS, who will in turn instruct the Contractor, to undertake special checks modifications, trials or additional tasks on the Plant and or its modules.

3.16 Following receipt of such an instruction the Contractor shall agree with Network Rail's and DRS's Representative a plan to deliver the work instructed, the scope of the work, and how the results will be collated and relayed back to DRS and Network Rail's representatives.

(a) Module swaps

3.17 To ensure that asset information is maintained correctly the Contractor shall inform Network Rail's representative immediately if it has been necessary to swap a module.

(a) Transfer requests

3.18 Parts can be transferred to loco store room using FAMS transfer request, where a transfer request it used it must be followed by a work order to show the part being fitted to an asset.

4. Management of FAMS

4.1 FAMS is a web-based application that is hosted within the Network Rail infrastructure and can be accessed by third parties via Network Rail portal. The Contractor shall maintain the

application on DRS's behalf. The Contractor shall provide an IT infrastructure with sufficient capacity to access and utilise the FAMS application with response times deemed satisfactory by DRS's Representative and enable real time reporting from the application.

4.2 DRS will arrange for Network Rail to provide access to FAMS for the Contractor's staff requiring access as agreed between DRS and Contractor's Representative at the commencement of the contract.

4.3 The Contractor is responsible for the input of all maintenance records of DRS's assigned assets from Network Rail into the FAMS computer system. The following clauses apply to the fleet:

(a) Parts Management

The Contractor will be responsible for the management of Network Rail owned parts, on behalf of DRS, stored at maintenance and / or operational locations as stated in 3.7(a) of this Specification.

Network Rail will free issue a pre-determined list of strategic parts to each operational location. It will be the Contractor's responsibility to manage this stock on behalf of DRS and Network Rail during in-season and out of season periods. It will be the responsibility of the Contractor to carryout weekly stock checks in-season and monthly stock checks out of season reporting documentation will be added to the inventory and managed in accordance to this document. Periodic Network Rail inspections will ratify the store holdings against FAMS data.

The Contractor shall ensure that the following activities are managed within FAMS:

(i) booking stock into satellite FAMS store;

(ii) booking components to an asset utilising the FAMS work order system;

(iii) booking recoverable components into the satellite 'quarantine' store; and

(iv) satellite parts location - disposal of scrap materials (unrecoverable). This activity must be linked to the Contractor environmental plan including audit trails.

(b) Real Time Reporting

If a fault is identified on an asset a log entry shall be made in the real time reporting section of FAMS, this log shall be updated by all relevant parties to show: the severity of the fault; if the asset is available for operation or any restrictions to its operation; when parts have been requested/sent and delivered; what actions have been taken by the Contractor to diagnose and cure the fault; dates when a vehicle has been booked to a wheel lathe; and time/date when the vehicle will be available for service.

(c) Planned maintenance

The FAMS system will generate work orders for maintenance to assets. The Contractor is expected to manage these work orders and change their status as the work is planned,

approved, completed. The Contractor is expected to scan and attach any hard copy documents (such as maintenance sheets) to the work order in a timely manner. To enable payment for maintenance, work orders should be completed with scanned documents attached to the work order within 20 working days of completion of task.

(d) Naming convention for files

(i) The Contractor shall follow Network Rail's naming convention for attached files:

(ii) Date (YYMMDD) space event space asset type space asset number (vehicle/module/axle number)

(iii) Example:

(iv) 130821 Daily APU 02 021 = daily maintenance on 21-08-13, APU sin 02-021

(v) 131115 UAT Y33 axle 24456 = UAT on 15-11-13, Y33 axle, s/n 24456

5. Stabling locations, site set-up and demobilisation

5.1 In-season stabling and maintenance locations

(a) The RHTTs are to be stabled and maintained at the following locations:

(i) Carlisle: DRS Kingmoor Depot, Etterby Road, Carlisle (DRS's premises).

(ii) York: Network Rail, Holgate Park Drive, York YO24 4EH (third party's premises).

(iii) Inverness: Milburn Yard, off Longman Road, Inverness IV1 1RY.

(b) DRS reserves the right to change any of the above locations within the contract term.

5.2 Site set-up and demobilisation

The Contractor shall be responsible for, on behalf of DRS, the following site mobilisation and de-mobilisation activities, by location and any other agreed location:

Activity/Task	Carlisle	York	Inverness
Presence required on site for spares and container delivery and returns			
Management of spares and consumables inventory upon delivery and prior to returns			
Presence required on site to accept delivery of and return of, temporary welfare facilities			

Presence required on site to accept delivery of and return of, fuel bunds, water bowsers, hoses, generators and lighting – plus any additional site requirements identified pre-season			
Establish necessary IT connections on site for the receipt and distribution of tick sheets and driver's train lists			
Rig and connect lighting, fuel, water and hoses and associated generators, and subsequent disconnection at the end of the season			
Staff present who are competent in operating fork lift trucks			
Management of the maintenance and upkeep of the welfare units and plant/equipment throughout the season – this will require liaising with DRS (and its suppliers where necessary) with any issues or additional requirements			

5.3 Provision of suitably qualified personnel to undertake train preparation and shunting duties

(a) The Contractor is to provide suitably qualified staff for Train Preparation and despatch from all stabling and maintenance locations in accordance with Railway Group Standard GERT8000-TW4 Iss 1. – Preparation and Working of Freight Trains.

(b) In addition, the Operator(s) are also required to be competent in shunting duties to facilitate locomotive rounding movements on the circuit(s).

6. RHTT Audit requirements

6.1 Prior to the autumn season commencement, when requested by DRS, the Contractor's Representative will attend a pre-season audit on all operational and maintenance facilities. The audit will focus on the level of preparedness from a facility, operational and maintenance perspective.

7 BEILHACK SNOW PLOUGHS & INDEPENDENT SNOW PLOUGHS

7.1 The snow clearance fleet is used to keep the network free of snow.

7.2 The snow clearance fleet is made up of four Beilhack drift ploughs and 20 independent snowploughs. The Beilhack snow ploughs can only be used on non-3rd rail infrastructure, with the

independent snowploughs used on non-overhead line infrastructure. These vehicles are located, maintained and operated in pairs.

7.3 The two pairs of Beilhack drift ploughs are:

(a) ADB965576 and ADB965577; and

(b) ADB965580 and ADB965581.

7.4 The ten pairs of independent snowploughs are:

(a) ADB965209 and ADB965231;

(b) ADB965219 and ADB965217;

(c) ADB965208 and ADB965240;

(d) ADB965203 and ADB965242;

(e) ADB965223 and ADB965235;

(f) ADB965224 and ADB 965230;

(g) ADB965206 and ADB 965230;

(h) ADB965243 and ADB965234;

(i) ADB965211 and ADB965237; and

(j) ADB965210 and ADB965236.

7.5 The locations below are the current base location for each pair of vehicles:

(a) Beilhack drift ploughs:

(i) Doncaster West Yard; and
(ii) Crewe Gresty Bridge TMD

(b) Independent Snowploughs:

(i) Taunton Fairwater Yard;
(ii) Inverness;
(iii) Carlisle Kingmoor Yard;
(iv) Crewe Gresty Bridge TMD
(v) Carlisle Kingmoor TMD;
(vi) York;
(vii) Motherwell;

(viii) Norwich; and

(ix) Tonbridge.

8 THESE LOCATIONS ARE SUBJECT TO CHANGE THROUGHOUT THE CONTRACT PERIOD.

8.1

The Services shall include the following:

(a) maintenance of the Plant detailed above; and

(b) provision of qualified technical staff to accompany test runs and ploughing activities.

8.2 Maintenance of Snow Ploughs

(a) The Contractor shall maintain the Plant in accordance with vehicle maintenance instruction snow ploughs RMVPNMl/0066 & 67;

(b) The Contractor shall provide 10 (Ten) Working Days advance notice to DRS Representative, for attendance at any Site to carry out Planned Preventative Maintenance;

(c) The Contractor shall undertake repairs and unplanned work arising on the vehicles. Such work may be carried out at remote locations;

(d) The Contractor shall provide on-call support for repairs and maintenance of the Vehicles whilst stabled and in operation on the network; and

(e) Management of FAMS – *as per 3.6 of this specification.* In addition to this, DRS requires advice of vehicle status, repairs and exam work completed to be provided every time statuses change, or work is completed.

8.3 Provision of qualified technical staff to accompany test runs and ploughing activities

(a) The Contractor shall provide competent staff to accompany movement of snow ploughs for test runs, including assistance with connection of coupling bars as required; and

(b) The Contractor shall provide competent staff to accompany movement of snow ploughs during snow clearance operations, including operation of blades and skids as required.

PART B – OPERATION AND MAINTENANCE INFORMATION, GENERAL

9 24-HOUR OPERATIONAL AND TECHNICAL SUPPORT AND TELEPHONE COVER

9.1 The Contractor shall provide on-call technical support in respect of seasonal fleet.

9.2 The technical support will be 24hrs a day, seven days per week with the exemption from 19:00 hours Saturday to 07:00 hours Sunday. The technical support shall be able to respond to technical queries and breakdowns and provide technical support on site as soon as is reasonably possible.

9.3 The Contractor shall ensure that their representative can be contacted by telephone within 10 minutes of calling the relevant number 24 hours a day.

9.4 The Contractor shall provide a list of contact details for on-call technical support.

10 ARISING WORK & REPAIRS

10.1 All repairs and Arising Work shall be reported to DRS's and Network Rail's representative using the agreed fault reporting process.

10.2 The Contractor shall manage Arising Work and Repairs in-service. The Contractor will be required to undertake Arising Work and Repairs at remote locations in a time efficient manner in order to support the required operation of the Plant.

10.3 Any member of staff who becomes aware of a requirement to undertake Arising Work i.e. a condition-based activity, must primarily raise this with DRS.

10.4 All Arising Work identified must be fully priced, planned and assessed for risk prior to implementation. This will be undertaken by the Contractor and agreed with DRS.

10.5 Records of Arising Work shall demonstrate an auditable trail to the artisan who undertook the work and be recorded on the system of process control.

10.6 If the Arising Work element was undertaken by the same person and within the same timeframe as routine work it shall not be reimbursed as Arising Work, but be considered part of the priced maintenance event.

11 ACCEPTANCE OF WORKS

11.1 The condition of the Plant and all components and systems on completion of any maintenance activity shall be such that the safety of public and staff alike is not in any way endangered. On release from Maintenance, the Plant must be in a condition suitable for movement and safe operation at normal speeds.

11.2 The Contractor shall nominate a representative with the relevant skills, training and competence necessary to validate that all the required maintenance has been undertaken and the Plant is fully operational.

11.3 On release from maintenance, the Plant must be ready to go back into operational service, therefore any shakedown trails and post maintenance set up must have been carried out prior to release in accordance with the requirements of DRS.

12 VEHICLE FAULTS

12.1 If at any time during maintenance, the Plant is not functioning correctly or otherwise in need of Repairs in the opinion of the Contractor or DRS, and having used reasonable endeavours to rectify the problem, the problem persists, either the Contractor or DRS may stop further use of the Plant until satisfactory functionality has been restored. The Contractor shall keep DRS informed of all such occurrences.

13 TOOLS AND EQUIPMENT

13.1 The contractor shall provide all necessary equipment to undertake the maintenance activities.

14 ENGINEERING HANDOVER/HANDBACK STRATEGY ("Handover Handback")

14.1 The implementation of an engineer handover/handback strategy is essential in order to ensure that the responsibility for the safety and integrity of a rail vehicle is clearly defined at all times during the course of the works on that rail vehicle.

14.2 When responsibility for the Maintenance or Operation of the Plant transfers to the Contractor, from DRS, or between suppliers the handover shall be subject to the following Handover Handback process. Handover Handback will always apply each time the responsibility for the rail vehicle changes from an engineering perspective.

14.3 Prior to the Commencement Date and prior to any changes in engineering responsibility an inspection programme will be agreed between DRS's Representative and the Contractor. Each item of Plant shall undergo an inspection undertaken by DRS's and the Contractor's Representative. The inspection will be undertaken against an agreed checklist approved by Network Rail's traction & rolling stock engineer and the findings agreed by DRS and the Contractor. As a result of the inspection, a report will be produced by Network Rail detailing the following as a minimum:

(a) details of any deferred maintenance;

(b) details of any degraded modes/known faults of operation;

(c) any additional work required over and above the detailed in the Vehicle Maintenance Instruction (VMI);

(d) level of additional work agreed;

(e) cost of any additional work agreed;

(f) potential effect on programmed of any additional work agreed; and

(g) any risks identified with the additional work agreed:

14.4 To avoid ambiguity over liability, the Plant shall not be re-deployed or no work shall be undertaken on the Plant until the hand back process has been completed and signed by all relevant personnel.

14.5 The Handover Handback process of rail vehicles shall not be deemed to be completed until the full contents of the Handover Handback package has been received and acknowledged by the Network Rail head of rail vehicle engineering.

15 ADDITIONAL AUDIT REQUIREMENTS

15.1 Where the Contractor is responsible for maintaining Plant on behalf of DRS the audit scope shall include, as a minimum, the:

(a) Management systems;

(b) competency arrangements;

(c) quality management;

(d) facilities and equipment;

(e) calibration and other specialist equipment;

(f) Document control; and

(g) briefing arrangements.

15.2 The results of these audits and any resulting action plans shall be agreed and shared with DRS, and include the necessary mitigations and close-out requirements.

16 COMPETENCE OF MAINTENANCE STAFF

16.1 The Contractor shall ensure that suitably qualified persons properly maintain the plant and that maintenance is only undertaken by engineers, fitters and technicians who have been assessed as competent by the Contractor and shall be:

(a) trained and assessed either by the original equipment manufacturer or by a person approved by them or approved by DRS as being a competent trainer. Training material shall be accepted by DRS;

(b) meet the requirements of the relevant statutory requirements; and

(c) meet the requirements of the relevant railway group and network rail company standards and specifications.

17 PLANT FAULT LOGGING

17.1 Where the Contractor is responsible for the maintenance of Plant on behalf of DRS, the Contractor shall operate a fault logging database to record all faults arising to each item of Plant. As a minimum, the fault logging database shall require:

(a) unique fault number;

(b) date fault occurred;

(c) Network Rail's shift number;

(d) vehicle number;

(e) a free textual fault description;

(f) a free textual fault repair;

(g) date fault repaired;

(h) name of person or persons who undertook repair;

(i) Control entre Incident log number (where applicable);

(j) Operator incident number (where applicable);

(k) has production been delayed and if so why;

(l) spares, parts and consumables used to repair fault;

(m) is the fault shift critical;

(n) are any spares and parts removed repairable; and

(o) expended hours by discipline to repair fault.

17.2 The Contractor shall provide DRS with a copy of the fault log every week, monitor the system and undertake trend analysis on the faults reported.

17.3 The fault reporting system run by DRS shall be amended from time to time to meet the requirements of the Contractor's Representative.

17.4 The Contractor shall provide downloads of the database to DRS during week one of each financial Period. The download will be in Microsoft Excel format, or any other format agreed with DRS's Representative.

17.5 The Contractor shall identify the root causes of engineering related failures to achieve the specified quality of services and shall implement all measures necessary to eliminate future failures.

17.6 Data held by the Contractor in relation to reliability will be made freely available to DRS.

18 ENGINEERING MANAGEMENT STANDARDS

18.1 The following details DRS's specific and generic rail vehicle engineering management requirements.

18.2 Specific Engineering Management requirements

(a) All terms used shall have their meaning as described in the relevant Railway Group Standards or other applicable DRS or Network Rail document.

(b) The Contractor shall:

(i) monitor the effectiveness of its management systems and, notify DRS of any non-compliance identified and any corrective actions taken;

(ii) undertake and document day-to-day monitoring, surveillance checks and verification of rail vehicle engineering activities;

(iii) produce an annual rolling programme of in-process checks to include, as a minimum:

(A) each type of maintenance examination for each rail vehicle;
(B) verification of maintenance records for all rail vehicles;
(C) verification of maintenance frequencies for all rail vehicles;
(D) verification of sub-suppliers qualifications;
(E) verification of staff competencies;
(F) verification of certification, consents and approvals for all rail vehicles; and
(G) safety tours of stabling and depot/works facilities.

(c) The Contractor shall undertake and document the in-process checks in format agreed with DRS and, during contract review, the Contractor shall notify DRS of any non-compliance identified any correct actions taken.

(d) The Contractor shall ensure that rail vehicle safety performance is monitored and defects are correctly reported and meet the targets laid down by DRS's traction and rolling stock engineer.

(e) The Contractor shall supply DRS's traction and rolling stock engineer performance, safety and maintenance status information as required.

(f) The Contractor shall ensure that it has contingency plans in place that are compliant with DRS's contingency plan.

(g) The Contractor shall review any changes to mandatory and legislative documentation and Railway group standards to assess for applicability.

(h) The Contractor shall permit DRS access to enable monitoring and audit of the Services and verification of all documentation associated with the provision of the Services.

(i) Supply to DRS, the findings of any internal or external audits.

(j) Input into continuous development and improvement of the vehicles.

19 METHOD STATEMENTS AND RISK ASSESSMENT MAINTENANCE

21.1 Prior to commencement of this Agreement, the Contractor shall ensure that method statements and risk assessments for the Maintenance of the Plant are prepared and issued for review and acceptance by DRS. The Contractor shall ensure the method statements and risk assessments are maintained and kept up to date and are made available for review and acceptance by DRS as required.

20 ENGINEERING CHANGES

20.1 Network Rail's process for managing engineering change is detailed in Instruction NDS/AMT/MS/005.

20.2 In additional to this instruction, the following criteria shall apply to all engineering changes prior to approval:

(a) Priority 1: An engineering change required in direct mitigation of an accident or incident, or, an engineering change required due to an applicable change to any mandatory or legislative standard, or, an engineering change required to prevent an anticipated accident or incident where no other suitable mitigation is in place or can be applied.

(b) Priority 2: An engineering change required to improve the reliability/cost effectiveness of Plant operation. The Contractor shall demonstrate through cost benefit analysis the timeframe in which the change can be considered to have recovered the cost of its design and implementation including depreciation. As minimum any engineering change proposed by the Contractor shall include the following as a part of the cost benefit analysis:

(i) tangible benefits and cost (direct costs and benefits);

(ii) intangible benefits and costs (indirect costs and benefits); and

(iii) sensitivity analysis (likelihood of realising tangible and intangible benefit).

20.3 Irrespective of the requirements above, all engineering changes must be fully risk assessed with risk mitigation clearing identified prior to submission by the Contractor. DRS and the Contractor's Representative will consider conceptual changes prior to this process; however, any monies spent during the conception of engineering changes are at the Contractor's financial risk.

21 TECHNICAL BULLETINS

21.1 DRS's Representative may from time to time issue Technical bulletins (requiring a change in procedure or process) whose purpose it is to capture machine and operational issues. Technical bulletins will be incorporated, as needed, in updates of the Plant's operation and servicing and maintenance manuals which DRS shall issue from time to time.

22 UPDATING MANUALS

22.1 Network Rail's policy for updating maintenance manuals is detailed within the Instruction NDS/AMT/MS/014.

22.2 The Contractor shall fully co-operate with DRS in maintaining the VMI and other associated maintenance documents.

22.3 The Contractor shall implement a system to ensure that all copies of manuals, including technical bulletins and service bulletins are kept up to date and always contain the latest updates from DRS and/or Network Rail.

23 GENERIC ENGINEERING MANAGEMENT REQUIREMENTS

23.1 Network Rail's rail vehicle engineering policies and Instructions detail the minimum engineering & operational management requirements for the owned or leased rail vehicles. The policies and instruction detail the processes to be followed when dealing with the engineering management & maintenance railway.

23.2 The Contractor's engineering management will be undertaken in accordance with the requirements of DRS's and/or Network Rail's policies and instructions. Where the Contractor's existing management systems are believed to be sufficient to demonstrate compliance with DRS's requirements this shall be agreed with DRS's Representative.

Network Rail Standards Document Number	Title
NR/L3/NDS/311	Engineering and management control arrangements for the National Delivery Service Asset Management Team
NR/L1/RVMP/0001	Network Rail's Plant and Traction Rolling Stock (T&RS) Policy
NR/L2/CTM/205	Competence and Training for the Maintenance of Traction and Rolling Stock and On-track Machines
NR/L2/RMVP/0090	Management of Maintenance for Traction and Rolling stock, On Track Machines and On Track Plant
RT/CES/3/01314	Engineering Change and Non-compliances
NR/L1/RVE/001	Design, Acquisition & Engineering Change of rail vehicles
NR/L1/RVE/002	Maintenance, Operation & Use of rail vehicles
NR/L1/RVE/003	Assurance, Performance & Monitoring of rail vehicles

24 ENGINEERING POLICES

24.1 The polices below are available from DRS's Representative upon request:

Network Rail Standards Document Number	Title
RT/CESM/3/01301	Maintenance & Overhaul, Repair, Modification of rail vehicles
RT/CESM/3/01302	Systems, Equipment, Components & Spare Parts
RT/CESM/3/01303	Maintenance Services, Facilities & Test Equipment
RT/CESM/3/01304	Certification, Consent, Approvals & Related Records for rail vehicles
RT/CESM/3/01305	Asset Management, Performance Monitoring & Defect Reporting of rail vehicles

Network Rail Standards Document Number	Title
RT/CESM/3/01306	Safety Systems
RT/CES/3/01313	Retrieval & Storage of Data Recorders & other On-Train Monitoring & Recording Equipment
RT/CES/3/01314	Engineering Change & Non-compliances
RT/CES/3/01316	Livery for Network Rail, rail vehicles
RT/CES/3/01320	Client Scrutiny of New & Modified rail vehicles
RT/CES/3/01321	Safety & Performance Monitoring
RT/CES/3/01322	Engineering Document Review
RT/CES/3/01323	Deferred Maintenance & Overview Maintenance
RT/CES/3/01324	rail vehicle Asset Register
RT/CES/3/01325	rail vehicle Emergency Services Data
RT/CES/3/01326	rail vehicle Engineering Assurance Plans
RT/CES/3/01327	Depot Facilities
RT/CES/3/01328	Accidents & Incidents Concerning rail vehicles
RT/CES/3/01332	Wheelset & Axle Bearing Manual
RT/CES/3/01334	Component Tracking Database
RT/CES/3/01349	Network Rail Engineering T&RS Adopted Engineering Specifications

PART C - PARTS PROCESS AND RESPONSIBILITIES

25 DEFINITIONS

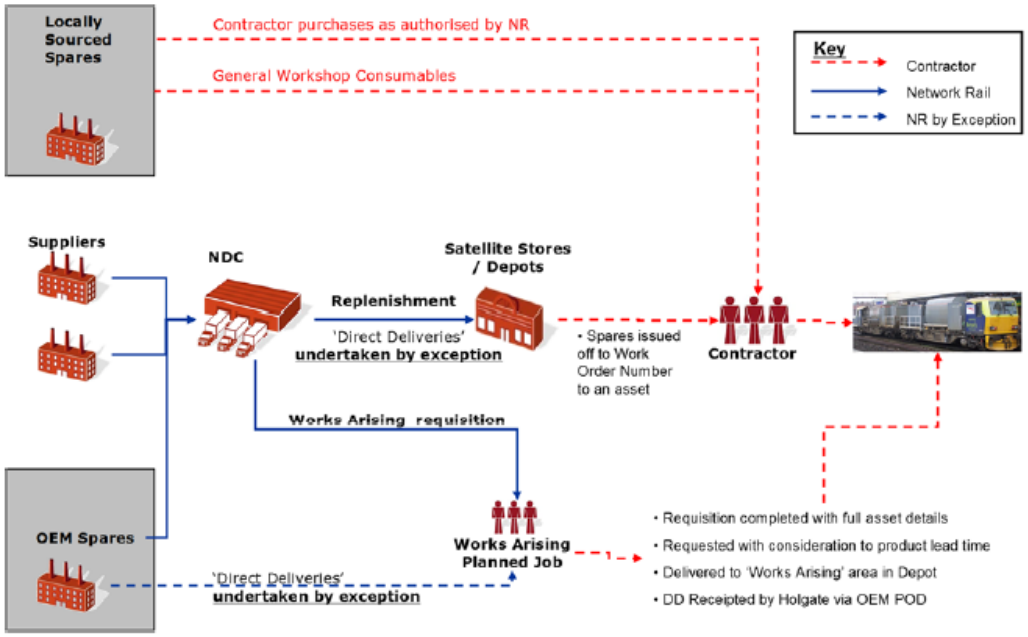
NDC	National Distribution Centre holding spares to satisfy demand
Forward 'satellite' depot	Forward location operated by the Contractor, supported by the NOC at which engineering activity is undertaken to maintain the Seasonal Fleet.
General Workshop Consumables	Non asset tracked spares found typically in an Engineering Workshop such as nuts, bolts, washers, hoses, lubricants, greases and oils, engineering rags and cleaning products, jubilee clips, cable ties; this list is for illustrative purposes and is not intended to be comprehensive.
Replenishment	Automatic systemic process whereby asset spares issued out at a forward ‘satellite’ location are automatically replenished (according to systemic min/max re order levels) from the NDC.
Work Arising Planned Job	Direct requisition for specific asset spares for planned maintenance within the works arising work bank.

26 SEASONAL FLEET MATERIALS SUPPLY CHAIN

26.1 Detailed below are the process flows for both material spares and repair. The Contractor shall be expected to liaise with Network Rail on DRS’s behalf and follow the process below.

26.2 Within the spares supply chain there is two sources of supply: replenishment to the forward 'satellite' stacking location triggered as a result of stock being issued out to works jobs and works arising, planned job spares requested directly on the NDC in the form of a requisition. Within the repair supply chain spares are issued out to be fitted to an asset with the resulting unit returned to the forward 'satellite' location for collection by the central supply chain.

27 FLEET SUPPLY CHAIN, MATERIALS



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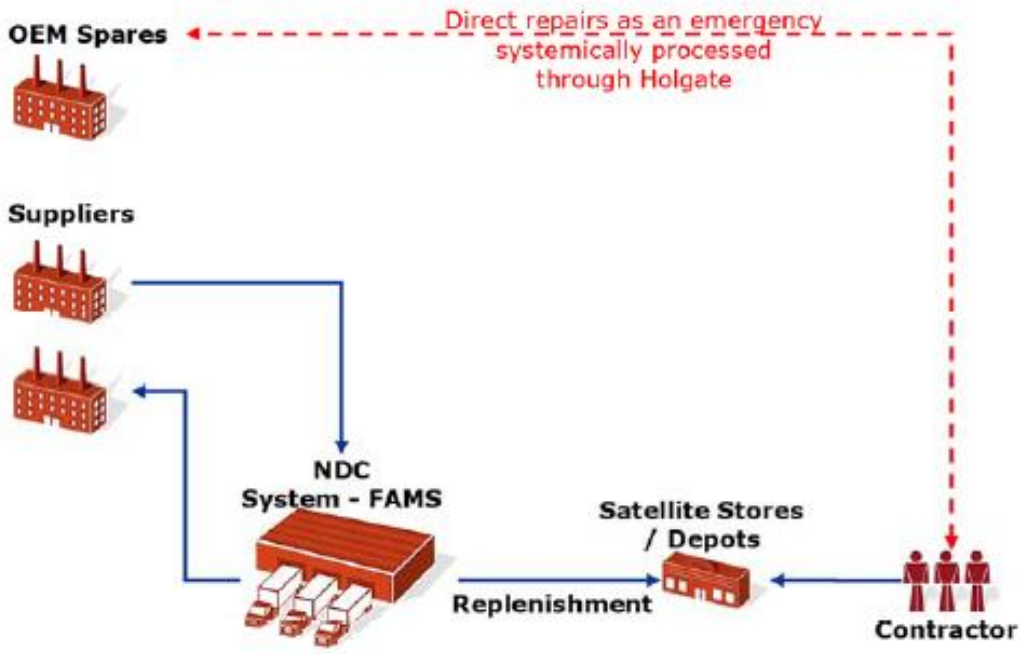
Profile	Comments
Locally Sourced 'Proprietary' Spares	As authorised by Network Rail, procured by Contractor for installation onto a Network Rail asset
General Workshop Consumables	Non asset tracked spares found typically in an engineering workshop such as nuts, bolts, washers, hoses, lubricants, greases and oils, engineering rags and cleaning products, jubilee clips, cable ties; this list is for illustrative purposes and is not intended to be comprehensive.
Replenishment	Via NOC generally supported by centrally backed 'SKU's'
Work Arising Planned Job Requisition	Appropriate approval and accompanying work order details gob & asset detail. Satisfied from stock or purchased to demand. Line despatch from NOC when stock is available.
OEM Spares	Identifies that there will be instances where material cannot flow through NDC and is delivered directly.

28.1 Fleet supply chain, repairs



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29.1 Service exchange principles via replenishment for anything required at depot

29.2 Repair item returned to NDC not necessarily sent away for repair until stock depletion requires

29.3 Identification of repair item being available for return to NDC Is taken from satellite quarantine stock profiles however adherence to responsibilities on the Contractor Is required.

30 RESPONSIBILITIES OF THE CONTRACTOR

30.1 Issue stock to NR Asset/job number. Failure to do so will result in a change to third party for non-controlled stock consumption.

30.2 Request Works Arising materials with recognition to lead time.

30.3 Return Repairable equipment to satellite depot and place in 'Quarantine I Repairs Collection' location in a unique bin location for collection and repair in line with the repair process.

30.4 Systematically return stock to profile at satellite location and complete repairs process where appropriate.

30.5 Put away to bin locations all replenishment stock and returned repair stock.

30.6 Agree and sign off audit results in a timely manner.

30.7 Maintain stores and bin locations with current and up to date catalogue number as issued by NR. Maintaining stores include but is not limited to:

(a) maintain stores in a tidy and fit for purpose condition free from obstacles, slip & trip hazards and other health and safety considerations;

(b) timely put away of stock to designated bin location;

(c) ensuring that bin locations are sufficiently identified;

(d) controlling the removal of stock to ensure that all stock is legitimately issued out and thus recorded systemically;

(e) ensuring that a Works Arising, planned job location is maintained within the stores;

(f) ensuring that a quarantine area is maintained within the store with identifiable bin locations for repairable items;

(g) maintaining regular communication with NR to ensure the latest and up to date catalogue numbers are being utilised within the store;

(h) availability of resources to make the location accessible for an audit to be undertaken (Mon- Fri typical working days);

(i) availability of resource to sign off an audit.

30.8 Ensure all repairable equipment is drained of oils and lubricants to ensure the safe transportation to NOC.

31 RESPONSIBILITIES OF NETWORK RAIL

31.1 Provide access to systems to allow the issuing of stock and generation of work arising/planned jobs.

31.2 Approve requisitions above the designated threshold in a timely manner.

31.3 Receipt and put away materials at NDC.

31.4 Pick and pack materials for dispatch to satellite locations in line with demand.

31.5 Maintain sufficient stock of materials at NDC to support the moving stock lines based on demand forecasting.

31.6 Order materials in a timely manner outside of standard NDC stock profile in support of both replenishment and works arising/planned jobs.

31.7 Provide a point of contact within the supply chain from which the Contractor can request direct deliveries.

31.8 Provide a point of contact for material updates and expediting requests.

31.9 Delivery materials to satellite locations in line with demand.

31.10 Collect repairable materials from a unique bin location within the quarantine area of the satellite location and process accordingly.

31.11 Provide catalogue number updates.

31.12 Undertake periodic audits at satellite locations.

31.13 Authorise the procurement of locally sourced 'propriety' spares.

PART D - GENERAL

32 PAYMENT APPLICATIONS AND TASK ORDERS

32.1 Payment Applications and Invoicing

(a) At each assessment date the Contractor submits an invoice for payment in respect of all tasks completed in the month leading up to the assessment date. Where a task has not been completed but the Contractor feels that an interim payment may be appropriate (e.g., where the duration of the task exceeds three months) it may request that DRS's Representative considers an interim payment. DRS's Representative's decision on interim payments is final.

(b) The Contractor provides such information and documentation as is required to implement the following systems effectively.

(c) The Contractor provides details to allow payment to be made by BACS transfer.

(d) The Contractor provides information on the costs incurred broken down by working area in a format agreed with DRS's Representative.

(e) The Contractor assigns costs to the applicable task .

(f) The Contractor details task references in the payment application along with the following pricing information for all task not carried out at a firm price - a full breakdown of costs linked to the price list and copies of authorised time sheets for all hours claimed and supporting information and invoices for purchases and or plant and equipment used.

(g) Only completed task may be invoiced.

32.2 Task Orders

(a) Where DRS requires unplanned, additional or special services of a similar nature to those covered by the Specification DRS decides upon the procurement route as follows (please note the values are indicative):

(i) for Services up to £25,000

(A) DRS's Representative requests a quotation with a full-service scope from the Contractor.

(B) The Contractor provides a written firm price quotation with a detailed breakdown, full service scope, risk assessments and health and safety plan.

(C) DRS's Representative either:

1) requests work to be completed at the firm price, or

2) requests work to be completed in accordance with the price list (if agreed by the Contractor) or alternatively at Defined Cost plus fee; or

3) decides not to carry out the work, or

4) requests alternative quotations.

(b) For Services over £25,000

(A) DRS's Representative requests a quotation and a full-service scope from the Contractor.

(B) The Contractor provides a written firm price quotation with a detailed breakdown, full service scope, risk assessments and health and safety plan.

(C) DRS's Representative either:

1) obtains an assessment of the quotation, in which case the Contractor shall be provided with general feedback as to the assessment; or

2) requests alternative quotations from the Contractor or others.

(D) Following benchmarking or comparison of prices DRS's Representative then:

1) requests work to be completed at the firm price, or

2) requests work to be completed in accordance with the price list (if agreed by the Contractor) or alternatively at defined cost plus fee; or

3) decides not to carry out the work, or

4) accepts one of the alternative quotations.

(E) In the event that another company is awarded the contract the Contractor co-operates so as to ensure that the Contractor can carry out the work as expeditiously as possible.

(c) The defect liability period will be discussed and mutually agreed on a task by task basis.

33 HEALTH, SAFETY & ENVIRONMENT ARRANGEMENTS

33.1 General

(a) The Contractor ensures that it's health, safety and environment (HS&E) management arrangements and also its method of working, as detailed in controlling documentation such as method statement, comply with all relevant HS&E legislation, and DRS's requirements, procedures, rules and instructions in this contract. The Contractor provides revisions to all relevant documentation required by changes to DRS's HS&E requirements. The Contractor additionally ensures that its HS&E management arrangements and methods of working are consistent with good practice and recognised industry standards.

(b) At DRS Representative's request, the Contractor provides a copy of any safety documentation relevant to the contract.

33.2 Safe Systems of Work

(a) The Contractor ensures that all work is carried out under a Safe System of Work (SSOW), which includes but is not limited to:

(i) providing adequate assessment of all HS&E risks including those to its personnel, other persons who may be affected by the work, plant and equipment on Site, and to the environment;

(ii) defining measures eliminate or minimise and control residual risk as low as reasonably practicable in the detailed method statement and associated documentation;

(iii) Emergency procedures and arrangements;

(iv) Management of fuel storage and containment and management of fuel spills;

(v) implementing the safe system;

(vi) monitoring effective implementation of the safe system.

(b) The Contractor provides written SSOW for all work, to DRS’s Representative for their acceptance prior to any work being undertaken at any agreed place of work/location. The Contractor is responsible for ensuring that the Services are carried out by competent Personnel in accordance with the accepted written SSOW.

(c) Where so required by DRS’s Representative or by this contract, operations are carried out in accordance with DRS's permit to work as an essential part of the safe system of work. The permit to work receiver must be present on the affected property whilst the work is carried out.

(d) The Contractor's use of any equipment, plant, tool or method of operation, which is considered by DRS’s Representative to be unsafe or likely to lead to a pollution incident

or personal injury accident is not permitted. DRS's Representative's acceptance of any tool or method of operation does not relieve the Contractor of any of their responsibilities or liabilities associated with the items.

33.3 Safety of Subcontractors

(a) The Contractor ensures that all of its subcontractors are aware of and meet the HS&E requirements and standards of this contract. The Contractor monitors and reports to DRS the performance of its subcontractors to ensure compliance with HS&E requirements, and that safe practice is being followed.

33.4 Safety Monitoring

(a) The Contractor undertakes safety monitoring of the work to arrangements which are accepted by DRS's Representative. This is to check that its personnel and any subcontractors that it has engaged in providing the Services are effectively complying with the HS&E requirements of this contract. The Contractor provides written reports of the monitoring to DRS's Representative for acceptance.

(b) DRS monitors the Contractor's HS&E performance. The Contractor does not charge for the costs of his involvement, and complies with DRS Representative's instructions following any such monitoring exercise. The monitoring shall include but is not limited to:

(i) Incidents/Accidents,

(ii) Inspections carried out,

(iii) Audits carried out

(iv) Hours worked

33.5 Unusual Occurrence Reporting

(a) In addition to the Contractor's responsibilities under the 'Reporting of Dangerous Diseases and Dangerous Occurrences Regulations', DRS requires to be informed of all accidents or events that affected or could have affected the safety of persons, or involved damage to plant or the environment regardless of the degree of actual or potential injury or damage. This includes a requirement on the Contractor to report to DRS any information which suggests that safe operation, or the safe condition of a plant, is in question.

(b) In the event of an unusual occurrence, the Contractor:

(i) takes any necessary action to make the situation safe;

(ii) does not dispose of evidence indicating the cause of the occurrence, unless necessary to secure safety;

(iii) immediately notifies DRS's Representative and completes a notification form supplied by DRS's Representative;

(iv) completes their own internal investigation and provides a copy of the investigation report to DRS's Representative;

(v) assists in incident investigations as required by DRS's Representative.

(c) The Contractor responds to any actions resulting from an unusual occurrence to the satisfaction of DRS's Representative and at no cost to DRS.

(d) The Contractor accepts and implements any recommendations, confirmed in writing by DRS's Representative, to the satisfaction of DRS's Representative.

33.6 Site Emergency Procedures

(a) The Contractor complies with the all site emergency arrangements and ensures that all their personnel know how to raise and respond to an emergency alarm. The Contractor takes part in emergency exercises unless instructed otherwise in advance by DRS's Representative.

(b) Emergency arrangements, instructions and working notices which have been accepted by DRS's Representative, are put in place by the Contractor in respect of work which it is managing.

33.7 Materials and Equipment

(a) The Contractor provides all equipment, tools etc except for any referred to in the Specification as being made available by DRS.

(b) The Contractor shall ensure that all its Personnel are competent and experienced in the use of any materials and/or equipment provided by the Contractor in the delivery of the Specification.

(c) DRS's Representative may refuse to allow the use of any item of equipment, tool or vehicle on to the affected property.

(d) The Contractor clearly marks all equipment before it is brought onto the affected property and maintains an equipment register on the site. DRS's Representative may inspect the Equipment register at any time.

(e) The Contractor ensures that all equipment brought onto the site complies with the relevant statutory requirements and British or European standard. The Contractor ensures that all the equipment is in good working order, fit for purpose and supplies a copy of the current statutory test and inspection certificates and reports of thorough

examination to DRS's Representative for acceptance before the plant or equipment is used.

(f) The Contractor does not tamper with or operate any services, tools, equipment or the like which is not his except with the acceptance of DRS's Representative. The Contractor ensures that all working plant and equipment is adequately protected and secured from tampering by unauthorised personnel.

(g) Equipment may only be repaired on the affected property if DRS's Representative is satisfied that removal is not practical.

(h) Equipment used for measurement purposes is suitably controlled I calibrated and has an appropriate certificate of calibration which DRS's Representative may request to see.

(i) The Contractor's Equipment is only removed from the affected property in accordance with the site and management arrangements as advised by DRS's Representative.

34 FIRE SAFETY

34.1 The Contractor:

(a) takes all necessary measures to prevent fire;

(b) advises personnel of fire hazards and actions to be taken in case of fire;

(c) complies with all site regulations and notices and develops and implements these where they are not in place;

(d) ensures that specific training is given where there is a significant fire risk;

(e) takes all reasonable measures to control and minimise combustible materials;

(f) co-operates with fire inspections arranged by DRS's Representative.

34.2 Hazardous and Dangerous Substances

(a) The Contractor advises DRS's Representative in advance when hazardous substances (Control of Substances Hazardous to Health Regulations) or dangerous substances (Dangerous Substances and Explosive Atmosphere Regulations) are to be brought onto the affected property for storage or use, and obtains DRS Representative's acceptance of protective measures.

(b) The Contractor provides and maintains a register of hazardous/dangerous substances, including the manufacturers safety data sheets, held in the affected property and ensures that a COSHH I DSEAR assessment is in place prior to bringing or using the substance on the Affected Property. The Contractor updates the hazardous I dangerous substance register for any new substances and ensures that the assessments are regularly reviewed.

34.3 Noise and Vibration

35 THE CONTRACTOR:

(a) minimises the potential for statutory nuisance from industrial noise sources and avoids using equipment which creates unnecessarily high noise or vibration levels.;

(b) advises DRS's Representative any activities involving exposure of his personnel to noise or vibration in excess of the actions levels specified in the 'Noise at Work Regulations and Control of Vibration at Work Regulations'. If the noise is likely to affect persons other than his personnel, the Contractor obtains DRS Representative's acceptance of the measures he is taking to restrict noise, and of any protective measures which may be necessary to control exposure or minimise disturbance to other persons.

36 ENVIRONMENTAL MANAGEMENT

36.1 In accordance with the principles of ISO14001 employed on DRS's sites, the Contractor shall either:

(a) maintain and operate environmental management arrangements to the ISO14001 standard; or

(b) subject to the agreement of DRS's Representative, ensure that adequate systems and arrangements are developed.

37 QUALITY ASSURANCE

37.1 The Contractor provides evidence that it operates a quality management system for the Service that:

(a) is certified to ISO 9001:2015

(b) maintains the same or better ISO 9001:2015 certification for the service period;

(c) provides a quality policy statement and quality plan compliant with ISO 9001:2015 ;

(d) the Contractor provides evidence that equipment used in support of the this Agreement:

(i) meets the appropriate British, European or ISO standard;

(ii) is maintained to the standard above or better throughout the duration of the Contract.

38 CONTRACT MANAGEMENT

38.1 The Contractor shall allocate a suitably-qualified Contractor's Contract Manager who will take overall responsibility for delivering the services required within this Agreement, as well as a suitably qualified deputy to act in their absence.

38.2 The Contractor's Representative shall:

(a) Be the primary contact to receive communication from DRS's Representative and will also be the person responsible for providing information to DRS's Representative;

(b) Be able to delegate their position to another person at the Contractor but must inform the DRS Representative before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contractor's Representative's responsibilities and obligations;

(c) The Contractor's Representative shall attend and participate in contract review meetings, at a location and frequency to be agreed by the Parties, with DRS in order to review and discuss the Contractor's performance under the Agreement. The meetings shall also be attended by other members of the Contractor's team as appropriate.

(d) The Contractor's Representative shall prepare a progress report for presentation at contract review meetings. The progress report shall be submitted to the DRS Representative three Working Days prior to the contract review meeting. The report, which provides a basis for discussion at the meeting and constitutes a formal record of the service provision, shall, as a minimum, be prepared to provide an update on items identified below as standard agenda points:

(i) Circuit treatment mileage, planned versus actual;

(ii) Resource allocation;

(iii) FAMS Management;

(iv) Maintenance events, planned versus actual;

(v) Fault Rectification;

(vi) HSEQ – RIDDOR, Incidents/Accidents, Working Time Exceedances;

(vii) Payment Applications;

39 SECURITY CLEARANCE

39.1 All Contractor Personnel who access any DRS Site must be security cleared to Baseline Personnel Security Standard (**BPSS**)

39.2 DRS will, at its cost, process all Contractor Personnel applications and renewals for BPSS clearance and the Contractor shall provide all information requested by DRS in a timely manner to support the BPSS applications

40 CYBER ESSENTIALS

40.1 The Contractor will be required to obtain and maintain throughout the duration of the agreement, at their cost, Cyber Essential Certification upon the commencement of the Agreement or within a timescale agreed between the Parties..