

		shift document set.
Grease Contamination of Rail Head		The Contractor is responsible for managing the contamination of the rail head in accordance with the existing TFL railhead construction mitigation procedure.
Safety Tours		Safety Tours will take place every two (2) weeks, of which a report will be produced highlighting any recommendations/improvement actions along with agreed timescales for implication. A programme of Safety Tours will be provided to TFL. TFL will advise when they wish to attend Safety Tours.
Briefing Packs	TFL to sign off before issue to construction staff for briefing.	The contractor to provide Briefing Packs in accordance with TFL processes no later than 10:30 each day for approval. Following completion of works the contractor is to return completed briefing packs and site diaries to the designated TFL
Materials Supply (General)	All materials will be supplied by TFL and 'free issued' to the contractor except where otherwise required in the Package Specific Particulars.	The contractor will be responsible for arranging off site storage and management of the materials to site. The contractor is to provide a full and comprehensive list of all materials required before works commence either by agreeing to the material quantities supplied by TFL, or by adding to our list. After initial agreement to material quantities any additional materials requested by the contractor will be supplied by TFL at the contractors cost. Materials will be supplied in advance of the works; the contractor is to reject any materials deemed unsuitable before removal from TFL. Materials cannot be rejected once they have left possession of TFL.
Timber Products		Where relevant to the package drilling and counter boring of all pitblocks / sleepers must be carried out in accordance with the standards. Materials showing signs of splitting or degradation must not be installed.

Recyclable Materials		Where relevant to the work requested the Contractor must return recyclable materials such as NTF390 Baseplates, and temporary sleepers etc
Scrap Rail		Where relevant to the work requested the contractor is to allow for cutting scrap rail into a minimum of 17m lengths ready for removal by a scrap train. The contractor is also required to supply an additional price for cutting the rail into 0.5m sections, and removing from site by hand.
Concrete	Where relevant the standard concrete material issued by TFL will be BBTFL1515 (Tecroc) Concrete or equivalent authorised product. The preferred method of pouring concrete is a single pour. The contractors compliant bid should allow for this. The contractor may specify within their non compliant bid an alternative material.	
GRP Panels	Where relevant TfL will supply GRP panels free of charge.  TfL will have the panels cut to the dimensions provided by the Contractor and will have the panels available for collection from a named depot.	The Contractor will provide a survey of panel width requirements at least one week before the panels are required.
Plant Supply	All plant will be supplied by TFL except where required in the Specific Package Specification.	The contractor will be responsible for all plant on site. The Contractor will ensure that all plant is returned to stores, damage free, at the end of each shift.
Vehicles		The contractor will supply all vehicles required to undertake their work. And shall comply with all Work Related Road Risk/ FORS requirements.
Welfare		The contractor will be responsible for supplying all welfare in accordance with HSE regulations for their staff.
Site Waste		The Contractor may remove waste to a specified TfL depot Lillie Bridge, Edgware, Finchley Central, Ealing Common, Stratford Depot , or to a Waste

		Disposal Facility (subject to Tfl Approval). Where a Waste Disposal Facility is used, Transfer notes must be supplied to TFL. The Contractor is to submit a SWMP for approval by TFL.
Cleaning		The Contractor is to leave the platforms, access and egress areas cleaned and ready for passenger use at the end of each shift. Cleaners are to remain on the platform to witness the first two trains run through site to ensure no further cleaning is required.
Access		
Define access routes liaise with stakeholders	TFL will liaise with the stakeholders and arrange access to sites through agreed routes and include lift and escalator licences as required.	The contractor will liaise with TFL to agree the access and will provide assurance that the agreed routes and access will be adhered to. Any withdrawal of the stakeholder's permissions due to non adherence by the contractor and additional costs or delay to programme will be bourn by the contractor.
Station Damage		A nightly inspection should be made by the contractor at the commencement of each shift, if any damages have occurred during Traffic Hours, a TFL representative and the Station Supervisor must be notified prior to start on site. The contractor is to record any damage regardless of fault.
Working Week	TFL aim to provide 5 out of 7 shifts in any given working week (Sun-Sat), subject to available access, and the availability of Support Services. TFL will be responsible for advising the contractor of any cancelled access.	The contractor is to undertake whatever steps are required to mitigate the effects of any cancelled access, this may include altering shift patterns. The contractor is to allow within their price for a non productive standing time of 30 minutes after the current has been switched off, and 30 minutes prior to the current being switched back on. All works are to be planned in accordance with the European Working Time Directive.
Night Tube	Tfl will introduce all night running from September 2015 on Friday and Saturdays on the BCV and JNP line groups. This	Contracts should take notice of all night running when developing their Access Plans or assisting Tfl with the same. Opportunities

	will also affect Sub Surface Lines where they touch the BCV and JNP lines.	for weekend possessions will be severely curtailed especially in the first quarter of Night Tube.
Delays to handback / over run risk	TFL reserves the right to stop works where there is risk of overrunning. Decisions will be made based upon the hold point plan as provided by the contractor. TFL will not incur any commercial penalties as a result.	The contractor shall propose how they will mitigate the risk of overrun. This will be reviewed and accepted by TFL and is a critical criteria for award of this contract.
<b>Management</b>		
Supervision	TFL will have a representative monitoring works	The Contractor will be responsible for supervising works on site, including management of performance, safety, quality and to ensure safe systems of work are in place.
Construction Quality	A weekly joint inspection is to be carried out by TFL and the contractor in order to assess quality.	
<b>Site Completion</b>		
Site walk with maintainer to establish snagging list	The management / supervisors for both TFL and the contractor will be responsible for undertaking the handback walk with the maintainer. This will establish the extent of snagging / completion and will result in an agreed scope of snagging works.	
Programming and management of snagging list completion		The Contractor will produce a fully resourced programme detailing completion of snagging / completion works for agreement by TFL. These works must be planned to be completed within three periods of practical completion.
Final Handback	Both parties will be responsible for final handback to the maintainer on completion of any outstanding / snagging works. The site must be returned to the maintainer within three periods of the programmed completion date.	
Return of surplus materials to stock		Any materials that are surplus to requirements either during or on completion of the works are returned to the stores specified by TfL so that they may be added to stock for re-issue.
Final As Built data/drawings		Where relevant the Contractor is to produce the As Built data and drawings for approval by TFL, prior to the award of practical completion. The as built data is to be taken from the survey spigots.

## **Part 2 - General Preliminary Requirements**

### **1. Status of this Section**

1.1. These General Preliminary Requirements are part of the Specification and shall be read and construed jointly with the Specific Services Requirements contained in Part 1 of the Agreement. In the event of any conflict between the conditions contained in these General Preliminary Requirements and the Specific Services Requirements contained in Part 1, the latter will prevail.

### **2. Training and Certification**

2.1. As a minimum, all Contractor Personnel supplied by the Contractor must be in possession of a current entry permit and induction passport to enable access to the Site.

2.2. Other training/certification may also be required for certain activities and/or where the Works are undertaken on or adjacent to the Underground Network.

For further information, the Contractor is referred to the Company's Standards found at [http://onespace.tfl.gov.uk/lu\\_/cms/default.aspx](http://onespace.tfl.gov.uk/lu_/cms/default.aspx)

2.3. The Contractor is responsible for all costs relating to training its Contractor Personnel.

2.4. All Contractor Personnel will be required to man-handle Equipment and Materials and must be trained in manual handling.

2.5. Where the Services require that Contractor Personnel are to use specific tools or mechanical equipment requiring trained Contractor Personnel it is the responsibility of the Contractor to ensure that such Contractor Personnel are appropriately trained and accredited. All accreditation must be current.

2.6. The Contractor shall be responsible for ensuring the currency and suitability of its Contractor Personnel's certification for the duration of the Agreement and any Contract.

2.7. Contractor Personnel must carry their passes, permits and certification at all times while on Site and must produce them on request by any member of the Company's staff or other authorised personnel.

### **3. Competency Management System**

3.1. The Contractor shall operate and maintain a competency management system meeting the requirements set out in the Company's Competency Management System Procedure found at [http://onespace.tfl.gov.uk/lu\\_/cms/default.aspx](http://onespace.tfl.gov.uk/lu_/cms/default.aspx)

3.2. The Company reserves the right to audit the Contractor against the Company's Competency Management System Procedure included under Appendix G to this procedure having given reasonable prior notification.

### **4. Conduct**

4.1. Where the Site is located on or in the vicinity of the Underground Network. The Contractor shall note that access to the Site for the Company personnel must be afforded at all times. The operation of railway traffic including public ways and adjoining properties must not be hindered in any way whatsoever. Insofar as and to the extent that it is within the

jurisdiction of the Contractor to control such matters, the Contractor must minimise disruption and interference to the operations in these areas.

4.2. The Contractor is required to make its own assessment of any vehicular traffic restrictions affecting its access to the Site. The Contractor must park considerately and ensure that its vehicles do not obstruct the use by the public or the Company's staff.

4.3. The Contractor shall instruct its Contractor Personnel to:

- i. keep the Site tidy and free of personal litter at all times;
- ii. keep the welfare provision in a clean and sanitary condition;
- iii. comply with the Company's PPE Policy;
- iv. comply with the Company's Smoking, Drugs and Alcohol Policy;
- v. restrict themselves to only those areas made available to them by the Company; and
- vi. not interfere with any railway plant or track except as required by the Works.

## **5. Personal Protective Equipment**

5.1 The Contractor is referred to the Company's PPE Policy found at [http://onespace.tfl.gov.uk/lu\\_/cms/default.aspx](http://onespace.tfl.gov.uk/lu_/cms/default.aspx)

5.2 PPE will not be free issue as stated in that policy. The Contractor will be responsible for the cost of all its Contractor Personnel's PPE. Framework agreement for the supply of track labour

5.3 The Contractor is to note that certain items of PPE will be dictated by the nature of the Works to be undertaken and the Contractor must consider this when evaluating the Specific Services Requirements set out in Part 1.

## **6. Smoking, Drugs and Alcohol Policy**

6.1 The Contractor is referred to the Company's Drugs and Alcohol Policy is found at [http://onespace.tfl.gov.uk/lu\\_/cms/default.aspx](http://onespace.tfl.gov.uk/lu_/cms/default.aspx)

## **7. Standards**

7.1. The Contractor shall comply with all of the relevant Company's Standards (which the Contractor confirms it has access to) including but without limitation:

- vii. The Construction Health & Safety Plan;
- viii. London Underground Limited Rule Book;
- ix. The Company's Engineering Instructions;
- x. The Company's Policy on Health and Safety; and
- xi. The Company's Code of Practice: Fire Safety of Materials used in the Underground.

The Contractor will be deemed to be fully conversant with their requirements and provisions and the Company will not entertain any claim for want or lack of knowledge in this respect.

7.2 It is the Contractor's responsibility to ensure that it maintains the currency of its knowledge of the above Standards and the Company shall, at the Contractor's request, provide the Contractor with access to the Standards in electronic form via the internet ([http://onespace.tfl.gov.uk/lu\\_/cms/default.aspx](http://onespace.tfl.gov.uk/lu_/cms/default.aspx)).

At its discretion the Company may also issue the Construction Health and Safety Plan in CD Rom format.

## **8. Electrical Testing**

8.1. Where the Specification stipulates the Services include the testing of electrical installations, whether the installations are undertaken by the Contractor Personnel or otherwise, the Contractor shall have corporate membership of either the Electrical Contractors Association (“ECA”) or the National Inspection Council for Electrical Installation Contracting (“NICEIC”).

8.2. The Contractor shall provide upon request evidence of its competence and current membership of the above named organisations.

8.3. Company approval of the membership and competence evidence is a necessary pre-requisite to the engagement of labour from the Contractor to undertake electrical installations under the Agreement and any Contract.

8.4. Once labour supplied by the Contractor is engaged to undertake testing of electrical installation works the Contractor must inform the Company at the earliest possible opportunity should it cease to have competence and/or cease to have membership of any of the above named organisations for whatever reason.

## **9. Workmanship**

The workmanship of Contractor Personnel supplied under the Agreement and any Contract shall comply with all relevant current codes of practice, British standards and the like consistent with the level of certification, qualification and skill.

## **10. Additional Equipment and Materials**

10.1. All Additional Equipment and Materials supplied under the Agreement and any Contract must be fit for the intended purpose and comply with all relevant current codes of practice, British standards and the like.

## **11. Work Schedules and Site Records**

11.1. Weekly and Daily / Nightly Work Schedules are a management tool to enable the Company to monitor and measure its construction managed outputs. They are designed to enable the Company to better plan its construction managed work and provide data to better inform the Company of its resource requirements. The Contractor shall afford the Company all necessary assistance in the operation of these Schedules and, as a minimum, the assistance described in this Clause 11.

11.2. At the commencement of each working week the Contractor’s Representative shall agree with the Company’s Representative the extent and scope of work to be undertaken over the period. This work scope shall be recorded on a Weekly Work Schedule / Resource Call Off Summary (see Appendix C) and on Daily / Nightly Work Schedules (see Appendix D). The work scope will be realistically planned and agreed by consent of both Parties.

11.3. At the end of each week the Contractor’s Representative shall agree with the Company’s Representative an assessment of the work achieved measured against that planned for the respective period.

11.4. All Weekly and Daily / Nightly Work Schedules shall be signed and counter-signed by the Parties to record the agreement.

Framework agreement for the supply of track labour

**APPENDICES**

Appendix A: Weekly Works Schedule / Resource Call Off Summary

Appendix B: Daily / Nightly Work Schedule

Appendix C: Track Labour Tools

Appendix D: Competency and Training Matrices

**Appendix A**

**Weekly Work Schedule / Resource Call Off Summary**



STATION NAME: _____				WEEKLY WORK SCHEDULE / RESOURCE CALL OFF SUMMARY					WEEK END: _____		
DAY	ODS	TASK	STATION LOCATION ROOM	NAME	TRADE	START TIME	FINISH TIME	WORKS DESCRIPTION	ABSENTEE	REMARKS	REQ. PRIORITY
JANU											
JANU											
JANU											
JANU											
JANU											
JANU											
JANU											
JANU											

\_\_\_\_\_  
REPRESENTATIVE DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR REPRESENTATIVE DATE: \_\_\_\_\_

Framework agreement for the supply of track labour

**Appendix B**  
**Daily / Nightly Work Schedule**



STATION NAME:- .....			DAILY / NIGHTLY WORK SCHEDULE			DATE: .....		RESOURCES NUMBERS AND TYPE REQUIRED						
SHIFT	WBS	TASK	STATION LOCATION (ROOM)	WORKS DESCRIPTION	WORKS COMPLETED (Y/N)	GANG No.	RESOURCE TYPE							
							SPC	COMMS	ELEC	SKILLED OPS	OPS			
DAY SHIFT														
NIGHT SHIFT														
SHIFT	WBS	TASK	LOCATION	WORKS NOT COMPLETED WITHIN SHIFT		GANG No.	RESOURCES REQUIRED TO COMPLETE							
DAY SHIFT														
NIGHT SHIFT														
CLIENT REPRESENTATIVE: .....						DATE: .....		CONTRACTOR REPRESENTATIVE: .....					DATE: .....	

Framework agreement for the supply of track labour

## Appendix C

### Track Labour Tools

The Contractor must ensure that the gang are equipped with the correct tools to carry out the Works every shift requires. The following list of tools and equipment is not exhaustive but is indicative of what the Contractor should ensure Contractor Personnel have available to carry out the track works required:

1	Keying Hammers
2	Hammer Ball Pein - fibre glass
3	Slewing Bars
4	Panpullers
5	Panlock Pullers
6	Pansetters
7	Picks
8	Shovels
9	Ballast Forks
10	Key Extractors
11	Spanners (Various)
12	Box spanner (screwspike & coachscrew)
13	Files - various engineering
14	Rail set
15	Rail Nips (Open section & Tube section)
16	Wire Brushes
17	Hand Auger
18	Bance Lights (battery)
19	Formworkers hand tools such as hammers, saws etc
20	Concreting hand tools such as chipping hammers, chisels, bolster, hammers,
21	Trowels and floats, buckets, mixer etc.

**Appendix D**  
**Competency and Training Matrices**

## Schedule 2 Form of Order

**Master Agreement for the provision of Works  
Contract Reference Number: TFL00249 Lot 2**

**THIS ORDER IS AGREED AND ENTERED INTO BY THE COMPANY AND THE CONTRACTOR PURSUANT TO, AND STRICTLY SUBJECT TO THE TERMS OF, THE ABOVE-REFERENCED MASTER AGREEMENT FOR THE PROVISION OF WORKS.**

<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Please confirm receipt of this Order immediately by signing and dating where indicated and returning to the Company.</li> <li>2. Please quote the Contract Reference Number and the Order number in all correspondence and on all applications for payment.</li> <li>3. Please address all correspondence and enquiries to the Company.</li> </ol>
---

<b>Company:</b>	
<b>Contractor:</b>	
<b>Contract Reference Number:</b>	
<b>Order Number:</b>	
<b>Order Title:</b>	
<b>Company's Representative:</b> <b>Address for service of notices:</b> <b>Telephone:</b> <b>Fax:</b> <b>Email (if applicable):</b>	
<b>Contractor's Representative:</b> <b>Address for service of notices:</b> <b>Telephone:</b> <b>Fax:</b> <b>Email (if applicable):</b>	
<b>Email to be used for notices and communications pursuant to clause 1.2(c):</b>	<b>Yes / No (delete as applicable)</b>
<b>Order Completion Date:</b>	
<b>Order Programme:</b>	
<b>Order Price (exclusive of VAT) calculated in accordance with Schedule 4:</b>	
<b>Order Payment Profile and application for payment dates:</b>	<b>Please see Schedule 4</b>
<b>Order Specification:</b>	
<b>The Site is:</b>	
<b>The CDM Regulations apply to the Works</b>	<b>Yes / No (delete as applicable)</b>
<b>The Contractor is appointed as principal</b>	<b>Yes / No (delete as applicable)</b>

<b>contractor under the CDM Regulations</b>	
<b>The Contractor is appointed as principal designer under the CDM Regulations</b>	<b>Yes / No (delete as applicable)</b>
<b>The Contractor's professional indemnity insurance shall be:</b>	<b>As stated in Clause 17.2iii / not less than £(insert level required) in the aggregate per annum / not required (delete as applicable)</b>
<b>Bond required pursuant to clause 34.1:</b>	<b>Yes / No (delete as applicable)</b> <b>If yes, and the credit protection is not as stated in clause 33.2, it shall be for the following amount: [ ] [% of the Order Price].</b>
<b>Parent company guarantee required pursuant to clause 34.1:</b>	<b>Yes / No (delete as applicable)</b>
<b>The following Contractor Personnel are Key Personnel:</b>	
<b>The Contractor's total liability to the Company under Clause 17.6 is:</b>	
<b>The Contractor shall be responsible for design of the following elements of the Works (the "Designed Portion"):</b>	<b>[insert details or works] / [The Contractor has no responsibility for design and the provisions of Schedule 10 shall not apply] (delete as applicable)</b>
<b>Additional Comments/Special Instructions:</b>	

**Signed by:**  
**Title:**  
**On behalf of:**  
**London Underground Limited**  
.....  
**Date:**.....

**Signed by:**  
**Title:**  
**On behalf of:**  
.....  
**Date:**.....

**Schedule 3**  
**Form of Order Completion Certificate**

**Certificate of Completion of the Works**

**[INSERT DESCRIPTION OF THE CONTRACT] Date:**

**Issued by:** [the Company]  
**Address:** Windsor House  
42-50 Victoria Street  
London SW1H 0TL

**Contractor:**  
**Address:**

**Works:**

**Situated at:**

**Order Title:**  
**Order No:**

**Commencement Date:**

Pursuant to Clause 5.1 of the Conditions of Contract:

I certify that the works have reached completion on:

Signed: .....  
Company

Date: .....

The Defects Liability Period is 12 months after issuance of this Completion Certificate.

---

Distribution: Original to:  Contractor

Copies to:  Company

**Schedule 4**  
**Rates and Prices**

## Schedule 5

### Contract Variation Procedure

Variations to any Contract in accordance with Clause 15 of the Conditions of Contract will be dealt with in accordance with the following procedure.

Variations will be dealt with on behalf of the Company by the Company's Representative.

- 1.1 In any case where the Company is considering the introduction of a Variation, whether at the request of the Contractor or not, but does not wish to proceed until the effect, if any, of the proposed Variation on the Order Price is known, the Company's Representative will complete the top portion of a Notification of Proposed Variation to Contract ("**NPVC**") in the form of Appendix 1A and send two copies to the Contractor. The Contractor will complete the form detailing the variation, if any, in the Order Price for each Variation, and will return one copy to the Company Representative.
- 1.2 In any case where the Contractor wishes to recommend a Variation, the Contractor shall complete and send to the Company's Representative one copy of a Contractor's Recommended Variation to Contract ("**CRVC**") in the form of Appendix 1B detailing the proposed Variation and their effect, if any, on the Order Price.
- 1.3 Subject to Paragraph 2 below, the Contractor must not implement any Variation until it has been duly authorised by the Company's Representative by the issue of an Authority for Variation to Contract ("**AVC**") in the form of Appendix 3.
2. In cases where the Company requires a Variation to be implemented by the Contractor, whether at the suggestion of the Contractor or not, as soon as possible and before the effect on the Order Price is established, the Company's Representative will complete the top portion of a Notification of Required Variation to Contract ("**NRVC**") in the form of Appendix 2, which will be authorised by the Company's Representative and send two copies to the Contractor. The Contractor will take the same action as detailed in Paragraph 1.1 above in respect of the completion and return of the form but will immediately proceed with the Variation required. The Parties shall agree the variation of the Order Price as soon as reasonably possible thereafter. In default of such agreement within twenty-one (21) days of despatch of the NRVC by the Company's Representative the Dispute resolution procedure set out in Clause 19 of the Conditions of Contract shall apply.
3. When a NPVC or a CRVC has been issued and the variation, if any, in the Order Price has been negotiated between the Company's Representative and the Contractor and agreed, the Company's Representative will authorise the Contractor to proceed with the Variation by the

issue, in duplicate, of an AVC. The Contractor will countersign and return one copy to the Company's Representative.

4. Subject to Paragraph 2 above, no variation whatsoever from the original Order Price will be considered unless the foregoing procedure has been carried out, and it will be the responsibility of the Contractor to ensure that the relevant form or forms has or have been received from the Company's Representative before any Variation is implemented.
5. All forms referred to in this Schedule shall be completed and returned by the Contractor to the Company's Representative as soon as possible and in any event within twenty-eight (28) days of receipt by the Contractor from the Company's Representative.
6. Any variation to the Order Price ("**the Variation Sum**") shall take effect on the date of its agreement by the Parties in accordance with the procedure set out in this Schedule 5 or (as the case may be) the date of its determination in accordance with the Dispute resolution procedure in Clause 19 of the Conditions of Contract. The Variation Sum shall be paid as an equal proportionate adjustment to the Order Price for the remaining period of the Contract until the Order Completion Date unless otherwise specified in the AVC.