

DATED *10 March* 2017

TRANSPORT FOR LONDON (1)

and

Clancy Docwra Limited

---

FRAMEWORK AGREEMENT

FOR THE SUPPLY OF AD HOC

STRUCTURAL MAINTENANCE WORKS

LOT 3

CONTRACT REFERENCE NUMBER TfL – 00466 (C)

---

## CONTENTS

SECTION 1	FORM OF AGREEMENT.....	4
SECTION 2	THE FRAMEWORK PARTICULARS.....	9
SECTION 3	CONDITIONS OF CONTRACT .....	12
1.	Definitions and Interpretation.....	12
2.	Contractor's Primary Obligations .....	24
3.	Contract Programme .....	28
4.	Key Personnel .....	30
5.	Company's and Contractor's Representative .....	30
6.	Contractor Personnel .....	31
7.	Records and Audit .....	31
8.	Inspections and Tests.....	33
9.	Contract Register .....	34
10.	Contract Completion .....	34
11.	Liquidated Damages.....	35
12.	Licences and Consents .....	36
13.	Title .....	36
14.	Defects.....	37
15.	Safety.....	37
16.	Construction (Design and Management) Regulations 2015.....	38
17.	Environmental Claims .....	38
18.	Pricing .....	39
19.	Payment.....	39
20.	Contractor Performance .....	43
21.	Bonds, Warranties and Guarantees .....	43
22.	Variation.....	44
23.	Transfer Regulations .....	44
24.	Intellectual Property Rights.....	47
25.	Failure to Supply the Works.....	51

26. Termination and Suspension ..... 51

27. Survival ..... 53

28. Force Majeure and Permitted Delay Events ..... 54

29. Indemnity ..... 55

30. Insurance ..... 56

31. Confidentiality ..... 58

32. Freedom of Information ..... 60

33. Data Transparency ..... 61

34. Dispute Resolution..... 61

35. Corrupt Gifts and Payments of Commission ..... 62

36. Assignment, Novation and Subcontracting..... 62

37. Change of Control..... 63

38. Notices ..... 64

39. Entire Agreement..... 65

40. Further Assurance ..... 65

41. Free Issue Materials ..... 65

42. No Waiver ..... 65

43. Severance..... 66

44. Costs ..... 66

45. Interest..... 66

46. Contracts (Rights of Third Parties) Act 1999..... 66

47. Counterparts ..... 66

48. Governing Law and Jurisdiction ..... 67

49. Partnerships and Joint Ventures ..... 67

50. Responsible Procurement ..... 67

51. London Living Wage ..... 68

52. Criminal Record Declarations ..... 69

53. Transport for London Group ..... 70

54. Work Related Road Risk ..... 74

55. Access ..... 79

<b>Schedule 1</b> Framework Specification .....	81
<b>Schedule 2</b> Formation of Contract .....	83
<b>Schedule 3</b> Form of Contract Completion Certificate .....	91
<b>Schedule 4</b> Rates and Prices.....	92
<b>Schedule 5</b> Contract Variation Procedure .....	95
<b>Schedule 6</b> QUENSH Menu.....	99
<b>Schedule 7</b> Form of Deed of Novation.....	100
<b>Schedule 8</b> Form of Parent Company Guarantee and Performance Bond .....	102
<b>Schedule 9</b> Form of Collateral Warranty.....	110
<b>Schedule 10</b> Design .....	116
<b>Schedule 11</b> Not used.....	118
<b>Schedule 12</b> Contractor Performance .....	119
<b>Schedule 13</b> Access .....	121
<b>Schedule 14</b> Strategic Labour Needs and Training .....	160

## SECTION 1

### FORM OF AGREEMENT

THIS AGREEMENT is made on *10 March* 2017

#### BETWEEN

- (1) **TRANSPORT FOR LONDON**, a statutory corporation established under the Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**" which expression shall include its successors and assigns); and
- (2) Clancy Docwra Limited, a company registered in England and Wales under number 3784486 and having its registered office at Clare House, Coppermill Lane, Harefield, Middlesex, UB9 6HL, (the "**Contractor**").

#### RECITALS:

- (1) The Contractor is an expert in the provision of the Works.
- (2) In reliance on that expertise, the Company wishes to appoint the Contractor to provide the Works to it and other members of the TfL Group.
- (3) When the Company or any other member of the TfL Group requests Works from the Contractor, and the Contractor is able to provide such Works, the relevant parties will enter into a separate Contract in accordance with this Agreement.
- (4) Each Contract will incorporate the terms and conditions set out in this Agreement.
- (5) This Contract may be utilised by the Company and any other member of the TfL Group.

#### WHEREBY IT IS AGREED as follows:

##### 1. General

1.1. This Agreement does not place the Company or any member of the TfL Group under any obligation to procure the Works from the Contractor at a particular time or at all.

1.2. The following documents shall comprise this Agreement:

- (a) this Form of Agreement (Section 1);
- (b) the Framework Particulars (Section 2); and
- (c) Conditions of Contract (including the Schedules) (Section 3);

together with all other documents included or incorporated by reference in these documents.

## **2. Commencement and duration**

- 2.1. This Agreement shall commence on the Framework Commencement Date and continues in force for the Term unless terminated earlier in accordance with this Agreement.
- 2.2. Expiry or termination of this Agreement shall not, in and of itself, give rise to the expiry or termination of any Contract and each Contract shall continue for the term set out in the relevant Contract unless terminated earlier in accordance with this Agreement. The provisions of this Agreement shall survive expiry or termination to the extent that such provisions are relevant to any Contract the term of which expires beyond expiry of the Term and additionally in accordance with Clause 27.
- 2.3. The Company shall at its own discretion be entitled at any time prior to the expiry of the Term to inform the Contractor of its decision to extend the Term, provided that the aggregate duration of any extension(s) to the Term shall not exceed the period specified in the Framework Particulars. The provisions of this Agreement shall continue to apply mutatis mutandis to any such extension(s) of the Term. On receipt of such notice from the Company by the Contractor, this Agreement shall be deemed extended accordingly.

## **3. Contract Formation Procedure**

- 3.1. At any time during the term of this Agreement, the Company may identify the Works which at its sole discretion it wishes to let under the terms of this Agreement. Any decision by the Company to place an Order under the terms of this Agreement shall be preceded by a Mini-Competition save where the Company, having considered the Applicable Laws and Standards (including the Utilities Contracts Regulations 2016), considers it appropriate to issue an Order to one or more framework suppliers without holding a Mini-Competition.
- 3.2. If pursuant to Clause 3.1, the Company wishes to be provided with a Proposal it shall issue to the relevant contractor(s) an ITT. The ITT shall specify the Works the Company requires including but not limited to the Site and details requested by the draft Order enclosed with the ITT.
- 3.3. On receipt of the ITT, the Contractor shall within two (2) Working Days of the date of issue of the relevant ITT, confirm receipt of such ITT.
- 3.4. If at any stage following receipt of an ITT and in any event not less than five (5) Working Days before the deadline for responding set out in the ITT, the Contractor decides that it does not wish to submit a Proposal in response to such ITT, the Contractor shall notify the Company's Representative in writing that it does not intend to submit a Proposal stating its reasons for not doing so.

3.5. If the Contractor receives an ITT, and the Contractor has not notified the Company's Representative that it is declining the ITT in accordance with Clause 3.4 above, the Contractor shall:

3.5.1. before submitting its Proposal, visit the location(s) of the Works to ascertain the exact scope and details of the work contained within the ITT, raise all queries and clarifications in respect of the ITT with the Company's Representative and, at the Company's Representative's request, attend any meetings in respect of the ITT. If the Contractor fails to attend any such meetings, the Company reserves the right to exclude the Contractor from continuing to participate in the applicable ITT process;

3.5.2. by the date specified in the ITT (or, if no date is specified, within seven (7) Working Days of the date of issue of such relevant ITT) or by such other date agreed in writing between the Company and the Contractor, complete and issue to the Company a Proposal which shall be in the form set out in Part C of Schedule 2 and shall include in full the information requested by the Company in the relevant ITT and full details of the basis on which the prices have been calculated in accordance with Schedule 4 including confirmation that the price proposed takes account of the location and conditions in which the Works are to be provided.

3.6. The Contractor acknowledges and agrees that a Proposal remains valid for at least six (6) months (or such longer period as may be specified in the relevant ITT) from the date such Proposal is submitted to the Company.

3.7. On receipt of the Contractor's Proposal pursuant to Clause 3.5 the Company's Representative shall:

3.7.1 clarify and confirm any points arising from its review of the Contractor's Proposal with the Contractor and the Contractor shall respond to any such requests for clarification within the period specified by the Company's Representative or, if no such period is specified, within two (2) Working Days of the applicable request for clarification;

3.7.2 be entitled to request any amendments to the Contractor's Proposal, in which event the Contractor shall submit a new Proposal to the Company's Representative in the form set out in Part C to Schedule 2 incorporating the agreed amendments;

3.7.3 be entitled to exclude the Contractor from the applicable ITT process if the Contractor fails to respond to the Company's Representative's requests pursuant to Clauses 3.7.1 or 3.7.2 within the requisite timescales.

3.8. If the Company's Representative considers that at least one (1) of the Proposals received satisfies the terms of the ITT, it shall evaluate such Proposals to determine which of them is

the most economically advantageous with reference to the applicable criteria set out in Part E of Schedule 2 as indicated by the ITT.

- 3.9. If the Company accepts a Proposal issued pursuant to Clause 3.5, it shall notify the Contractor of its intention to place an Order for the Works to be performed and each Order so given shall be final unless varied in accordance with terms of this Agreement or the relevant Contract. If the Proposal is accepted, the Company's Representative shall instruct the Contractor to commence the Works by issuing an Acceptance in the form set out at Part D of Schedule 2.
- 3.10. Each Order shall incorporate the terms of this Agreement and shall form a separate and distinct contract between the Parties to it (herein referred to as a "**Contract**").
- 3.11. An ITT and anything prepared or discussed by the Company constitutes an invitation to treat and does not constitute an offer capable of acceptance by the Contractor. The Company is not obliged to consider or accept any Proposal submitted by the Contractor.
- 3.12. This Agreement does not oblige the Company to place an Order or enter into any Contract with the Contractor.
- 3.13. The Contractor is responsible for all and any costs, charges and expenses arising from or associated with the procurement process in this Clause 3 (the "**Procurement Process**"), and the Company shall not be liable for any costs, charges or expenses borne by or on behalf of the Contractor whether or not the Contractor is awarded a Contract (which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled Procurement Process).

#### **4. Strategic Labour Needs and Training**

- 4.1. The Contractor shall comply with the strategic labour needs and training requirements set out in Schedule 14 to the Conditions of Contract.

#### **5. Priority of Documents**

- 5.1. The documents forming this Agreement and each Contract are to be taken as mutually explanatory of one another. Subject to Clause 5.2, in the event of any ambiguity, discrepancy or inconsistency between the provisions of all or any of the documents, their priority shall be as follows:
- (a) this Form of Agreement;
  - (b) the Framework Particulars;
  - (c) the Conditions of Contract and, where relevant, Schedule 10 (Design); and
  - (d) the remaining Schedules excluding Schedule 10 (Design).

5.2. In the event of any inconsistency between the terms of this Agreement and the terms of any

THIS  
writt

Exe

TRA

in th

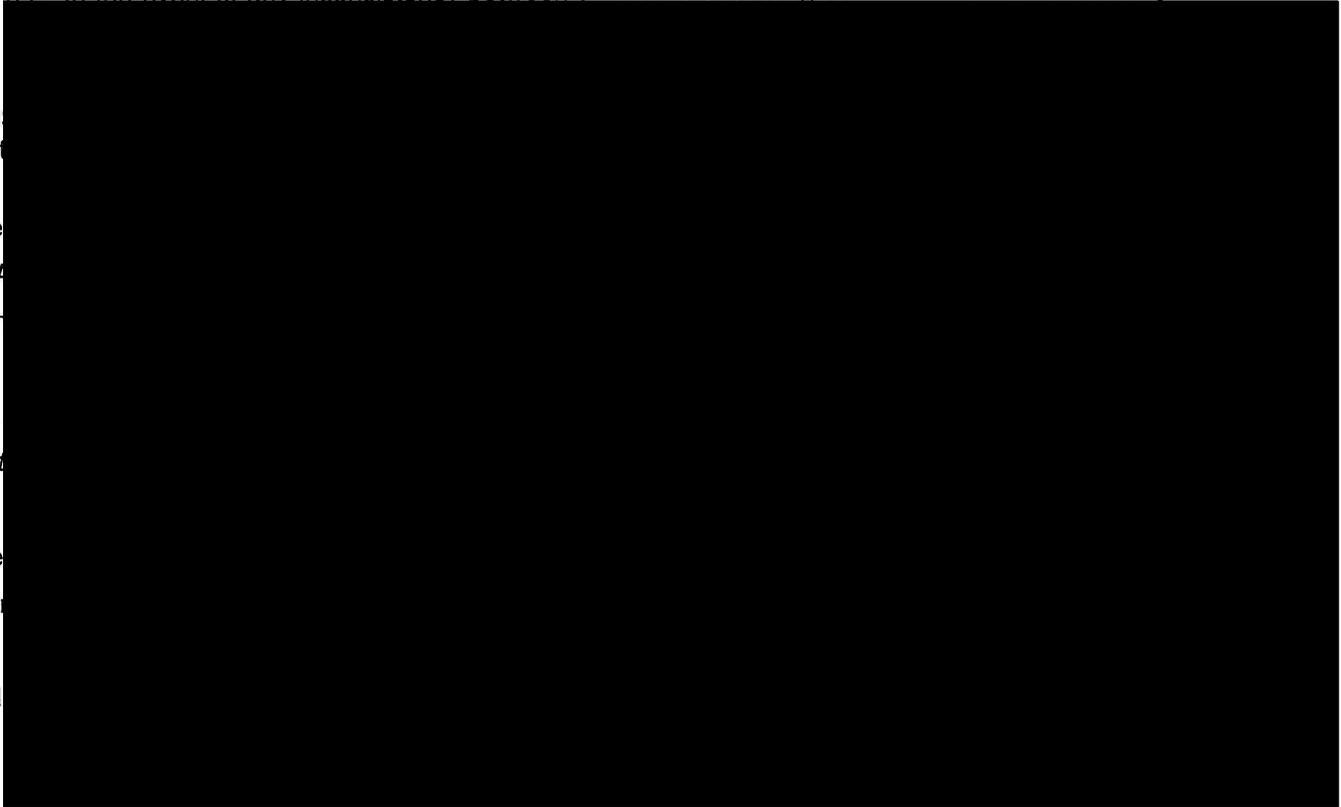
.....

[Aut

Exe

acti

and



**SECTION 2**

**THE FRAMEWORK PARTICULARS**

(a) The Framework Commencement Date is:	01 April 2017
(b) The Initial Term is:	5 Years (Start date: 01/04/2017, initial end date: 31/03/2022)
(c) The total duration of the Term (including the Initial Term and any extensions) shall be no greater than:	8 Years (5 years + option to extend for 3 years): (Contract extension start date: 01/04/2022, contract extension end date: 31/03/2025 (In the event of the contract being extended by an additional 3 years).
(d) The Company's Representatives are	<p>Brian Sequeira</p> <p>Commercial Manager, London Underground (Representing Bakerloo, Central and Victoria Line Groups)</p> <p>Steven Taylor</p> <p>Commercial Manager, London Underground (Representing Jubilee, Northern and Piccadilly Line Groups)</p>
(e) The Contractor's Representative is:	Gary Cooper, Contracts Manager, Clancy Docwra Limited
(f) The notice details for the Company / Company's Representative under Clause 38 are:	London Underground Limited, 15 Westferry Circus, London, E14 4HD
(g) The notice details for the Contractor / Contractor's Representative under Clause 38 are:	Clancy Docwra Limited, Clare House, Coppermill Lane, Harefield, Middlesex, UB9 6HZ, Fax: 01895 825263