

		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 borne 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.
Management		
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.	
Site Completion		
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 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

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

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

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

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).

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.

11.1A The Assessment of a Contractors Personnels competency is to be assessed by two representatives elected from the Company and the Contractor to ensure compliance with the reasonableness assessment.

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. Direct Loss to be capped at the value of the order issued in accordance with the Framework.

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

Appendix B
Daily / Nightly Work Schedule

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

[Tables provided by contractor in response to ITT TFL0249 Lot 2]

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.

Notes: 1. Please confirm receipt of this Order immediately by signing and dating where indicated and returning to the Company.
2. Please quote the Contract Reference Number and the Order number in all correspondence and on all applications for payment.
3. Please address all correspondence and enquiries to the Company.

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

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

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

[Tables provided by contractor in response to ITT TFL0249 Lot 2]

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.

Appendix 1a
VARIATION PROCEDURE FORM 1A

XX

Telephone 020-7xxx-xxxx Fax 020-7xxx-xxxx

Contract No. xxxx

Variation No. xxx

Date xxx

NOTIFICATION OF PROPOSED VARIATION TO CONTRACT (NPVC)

Price only required

THIS IS NOT AN INSTRUCTION TO PROCEED

THE PROCEDURE SET OUT BELOW MUST BE FOLLOWED IN RETURNING THIS FORM.

- (i) This form constitutes a supplementary tender and must be completed as soon as possible and in any case within two weeks from the date hereof.
- (ii) The prices entered on this form will be related to the levels of labour rates and material prices prevailing at the date of tender and NOT at current price levels. In the event of the Order Price not being affected "nil" should be entered in the appropriate space(s).
- (iii) This form is sent in duplicate. One completed copy must be returned to the Company's Representative.

DETAILS OF VARIATION(S)

Signed by [Company's Representative]

Registered Office: Windsor House, 42-50, Victoria Street, London, SW1H 0TL England. Registered Numbers: 6242508 and 6221959 in England and Wales.

TO BE COMPLETED BY THE CONTRACTOR - Cost of above variation(s)

	Increase to Order Price	Decrease to Order Price	Details and costs of Redundant Parts or Raw Materials
i)			

Date

Signed

on behalf of *[insert name of Contractor]*

Appendix 1b
VARIATION PROCEDURE FORM 1B

[Insert name of contractor]

Telephone 020-7xxx-xxxx Fax 020-7xxx-xxxx

Contract No. xxxx

Date xxx

NOTIFICATION OF CONTRACTOR'S RECOMMENDED VARIATION TO CONTRACT ("CRVC")

THE PROCEDURE SET OUT BELOW MUST BE FOLLOWED IN RETURNING THIS FORM.

- (i) This form constitutes a supplementary tender. The Company's Representative shall inform the Contractor as soon as possible and in any case within two weeks from the date hereof whether or not the Contractor's recommended variation is acceptable or not to the Company.
- (ii) The prices entered on this form are related to the levels of labour rates and material prices prevailing at the date of tender and NOT at current price levels. Where the Order Price is not affected by the variation recommended in this CRVC "nil" has been entered in the appropriate space(s).
- (iii) This form is sent in duplicate. One completed copy must be returned to the Contractor.

DETAILS OF VARIATION(S)

TO BE COMPLETED BY THE CONTRACTOR - Cost of above variation(s)

	Increase to Order Price	Decrease to Order Price	Details and costs of Redundant Parts or Raw Materials
			Proposed Date for Variation to take place

Date

Signed

on behalf of *[insert name of Contractor]*

Appendix 2
VARIATION PROCEDURE FORM 2

XX

Telephone 020-7xxx-xxxx Fax 020-7xxx-xxxx

Contract No. xxxx

Variation No. xxx

Date xxx

NOTIFICATION OF REQUIRED VARIATION FROM CONTRACT ("NRVC")

This form constitutes an **INSTRUCTION TO PROCEED** with the variation(s) detailed below on a "price to be agreed" basis and is a tender form on which your price(s) for such variation(s) must be notified.

THE PROCEDURE SET OUT BELOW MUST BE FOLLOWED IN RETURNING THIS FORM.

- (i) No claim for a change to the Order Price will be accepted unless this form is completed and returned within two weeks from the date hereof unless mutually agreed in writing.
- (ii) The prices entered on this form will be related to the levels of labour rates and material prices prevailing at the date of tender and NOT at current price levels. In the event of the price not being affected, "nil" should be entered in the appropriate space(s).
- (iii) This form is sent in duplicate. One completed copy must be returned to the Company's Representative.

DETAILS OF VARIATION(S)

Signed [Company's Representative]

for BCV and SSL

Registered Office: Windsor House, 42-50 Victoria Street London SW1H 0TL, England. Registered Numbers: 6221959 and 6242508 in England and Wales.

TO BE COMPLETED BY THE CONTRACTOR - Cost of above variation(s)

Increase to Order Price	Decrease to Order Price	Details and costs of Redundant Parts or Raw Materials
		Proposed date from which Variation to take place

Date

Signed

on behalf of Contractor

Appendix 3
VARIATION PROCEDURE FORM 3

XX

Telephone 020-7xxx-xxxx Fax 020-7xxx-xxxx

Contract No: xxxx Variation No: Date:

AUTHORITY FOR VARIATION TO CONTRACT ("AVC")

Pursuant to Clause 15 and Schedule 5 of the Conditions of Contract authority is hereby given for the implementation of the Variation and the variation in the Order Price as detailed below. The duplicate copy of this form must be signed by or on behalf of the Contractor and returned to the Company's Representative as an acceptance by the Contractor of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO XX	
EXTRA COST TO XX	
TOTAL	

Signed

For the Company

Registered Office: Windsor House, 42-50 Victoria Street London, SW1H 0TL, England. Registered Number: 6221959 in England and Wales.

ACCEPTANCE BY THE CONTRACTOR	
Date	Signed

Schedule 6
QUENSH Menu and Quality and Safety Plan

Schedule 7

Deed of Novation

THIS DEED is made day of 201[]

BETWEEN:

LONDON UNDERGROUND LIMITED registered in England and Wales under number 01900907 and having its registered office at Windsor House, 42-50 Victoria Street, London SW1 0TL (the "**Com pany**"); and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the "**Contractor**"); and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the "**New Company**").

WHEREAS:

- (A) The Company has an agreement dated [] and referenced [insert contract number] with the Contractor for the provision of [describe in brief the scope of work/services] (the "**Contract**").
- (B) The Company wishes to transfer [part of] its benefit and burden under the Contract to the New Company.
- (C) The Contractor and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

1. In this Deed:
 - 1.1 **"Transfer Date"** means [].
2. With effect from the Transfer Date:
 - 2.1 the New Company undertakes to perform the obligations of the Company under the Contract and be bound by its terms in every way as if the New Company is and had been named at all times as a party to the Contract in lieu of the Company;
 - 2.2 the Contractor releases and discharges the Company from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;
 - 2.3 for the avoidance of doubt, it is hereby expressly agreed that:
 - 2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Contractor against the Company accrued under or in connection with the Contract prior to the date

hereof shall be exercisable and enforceable by the Contractor against the New Company;
and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Contractor accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Contractor.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of
London Underground Limited
in the presence of: -

)
)
) *[Authorised Signatory]*

Executed as a Deed by [CONTRACTOR]
acting by

)
)

) Authorised Signatory

and

).....
) Authorised Signatory

Executed as a Deed by [NEW COMPANY]
acting by

)
)

) Authorised Signatory

and

).....
) Authorised Signatory

Form of Parent Company Guarantee and Performance Bond

BETWEEN:

- WHEREAS:**

- NOW IT IS HEREBY AGREED as follows:

- ## Framework agreement for the supply of track works

proceedings or exhausting any right or remedy against the Contractor or any other person or taking any action to enforce any other security, bond or guarantee.

4. The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Contract if it had been named as the Contractor in the Contract.
5. The obligations and liabilities hereunder shall remain in full force and effect and shall not be affected, lessened, impaired or discharged by:
 - (a) any alteration or variation to the terms of the Contract;
 - (b) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;
 - (c) any extension of time being given to the Contractor or any other indulgence or concession to the Contractor or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
 - (d) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Contractor under the Contract;
 - (e) the release, modification, exchange or waiver of any such bond, security or guarantee;
 - (f) any amalgamation or reconstruction or dissolution including liquidation of the Contractor;
 - (g) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Contractor;
 - (h) any legal limitation, disability or incapacity relating to the Contractor (whether or not known to you);
 - (i) any invalidity in, irregularity affecting or unenforceability of the obligations of the Contractor under the Contract;
 - (j) the termination of the Contract; or
 - (k) anything the Company or the Contractor may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.
6. Until all amounts which may be or become payable and all liabilities, obligations, warranties, duties and undertakings in respect of the Contractor's obligations have been irrevocably paid, performed or discharged in full, the Guarantor shall not, after a claim has been made or by virtue of any payment, performance or discharge by it under this Guarantee:
 - (a) be subrogated to any rights, security or moneys held, received or receivable by the Company or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Guarantee;

- (b) claim, rank, prove or vote as a creditor of the Contractor or its estate in competition with the Company unless the Company so directs; or
 - (c) receive, claim or have the benefit of any payment distribution or security from or on account of the Contractor, or exercise any right of set-off against the Contractor unless the Company so directs.
7. This Guarantee is irrevocable.
8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.
9. The Guarantor:
- (a) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;
 - (b) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and
 - (c) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.
10. Until all amounts which may be or become payable in respect of the Contractor's obligations have been irrevocably paid in full by the Guarantor, the Company may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
 - (b) hold in a suspense account any moneys received from the Contractor on account of these Contractor's obligations or on account of the Guarantor's liability under this Guarantee.
11. The Company is entitled to make any number of demands under this Guarantee.
12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.
13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

14. No person other than TfL (as such term is defined in the Contract) and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.

16. *[For non-UK resident Guarantors only:*

For the purposes of this Guarantee the Guarantor hereby appoints of [to be a London address] to accept service of process on its behalf, and service on the said at the said address shall be deemed to be good service on the Guarantor; and the Guarantor hereby irrevocably agrees not to revoke or terminate such appointment).]

Executed as a deed by the parties and delivered on the date of this Guarantee

Executed as a Deed by [GUARANTOR])
acting by)
) Authorised Signatory
and)
) Authorised Signatory

Executed as a deed by affixing the Common Seal of)
[COMPANY])
in the presence of:-)

.....
[Authorised Signatory]

Executed as a Deed by [CONTRACTOR])
acting by)
) Authorised Signatory
and)
) Authorised Signatory

FORM OF ON DEMAND PERFORMANCE BOND WITH ANNEX 1

BOND

(Letterhead of Guarantor)

To: [Company name] (its successors in title and assigns)

Contract Bond No. [•]

1. Whereas our clients [•] (the "**Contractor**") have entered into a contract with you dated [•] (the "**Contract**") in respect of [•], we [•] (the "**Guarantor**", which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

PROVIDED THAT:

2. This Bond shall come into force on the date hereof.
3. Any demand hereunder shall be substantially in the form of Annex to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.
4. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.
5. For the purpose of this paragraph 5, the expression "Expiry Date" means [•]. Our liability hereunder shall be limited as follows:
 - (a) we shall have no liability in respect of any demand received after the Expiry Date; and
 - (b) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £[•].
6. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:
 - (a) any alteration to the terms of the Contract made by agreement between you and the Contractor; and/or
 - (b) any defence, counterclaim, set-off or other deduction available to the Contractor under the Contract; and/or

- (c) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or
 - (d) any time being given to the Contractor or any other indulgence or concession to the Contractor or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or
 - (e) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Contractor under the Contract; and/or
 - (f) the release or waiver of any such other bond, security or guarantee; and/or
 - (g) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Contractor; and/or
 - (h) the termination of the Contract; and/or
 - (i) any other event which might operate to discharge a guarantor at law or in equity.
7. Terms defined in the Contract and not otherwise defined herein shall have the same meaning in this Bond unless inconsistent with the context.
 8. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.
 9. This Bond may be assigned or transferred without our prior consent to any member of the TfL Group. Any other assignment or transfer of this Bond by either party shall require the consent of the other party, such consent not to be unreasonably withheld or delayed.
 10. This bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.
 11. Each of the provisions of this bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this bond, and in such event the remaining provisions of this bond shall continue to have full force and effect.
 12. All bank charges and other fees payable in relation to or in connection with this bond are for the account of the Manufacturer and you shall have no liability or responsibility therefor.
 13. Except to the extent it is inconsistent with the express terms of this bond, this bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

Executed as a deed by the parties and delivered on the date of this Bond.

Executed as a Deed by [GUARANTOR]

)

acting by

)

) Authorised Signatory

and

)

) Authorised Signatory

Executed as a deed by affixing the Common Seal of

)

[COMPANY]

)

in the presence of:-

)

.....
[Authorised Signatory]

ANNEX 1

Form of Demand from the Company to the Guarantor

Dear Sirs

[Contract Title]

Contract No: [•] (the “Contract”)

We refer to the Bond given by you to us dated [•].

An event has occurred of the type described in Clause [•] of the Contract.

We hereby demand payment from you of the sum of £[•] under the Bond. Please make payment by CHAPS made payable to [Company name / bank account details].

Yours faithfully

.....
[Company name]

Windsor House
42-50 Victoria Street
London
SW1H 0TL

Form of Collateral Warranty

THIS AGREEMENT is made the
BETWEEN : -

day of 20[]

- (1) **London Underground Limited** registered in England and Wales under number: 01900907 and having its registered office at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the “**Company**”);
- (2) [] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the “**Sub-Contractor**”); and
- (3) [] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the “**Contractor**”).

WHEREAS :-

- (A) The Company has entered into a framework agreement, pursuant to which contracts may be made, with the Contractor (together the "**Main Contract**") pursuant to which the Contractor is to undertake and complete the following works: [] (the "**Works**").
- (B) The Sub-Contractor has submitted a tender to the Contractor for the carrying out and completion of certain parts (the "**Sub-Contract Works**") of the Works referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:
 - (a) the Sub-Contract Works have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Works;
 - (b) reasonable skill and care has been and will continue to be exercised in connection with:
 - (i) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;
 - (ii) the selection of all goods and materials comprised in the Sub-Contract Works (in so far as such goods and materials have been or will be selected by the Sub-Contractor);
 - (iii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Contractor and the Sub-Contractor in relation to the Sub-Contract Works (the "**Sub-Contract**");
 - (iv) the execution and completion of the Sub-Contract Works;
 - (v) the Sub-Contract Works will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);
 - (c) the Sub-Contract Works will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges)

and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and

- (d) it has the right to grant to the Company all licences (including without limitation all rights to sub-licence) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Works shall include any part of the Sub-Contract Works. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Contractor is granted an extension of time under the Main Contract for completion of the Works:
 - (a) Execute and complete the Sub-Contract Works in accordance with the provisions of the Sub-Contract; and
 - (b) ensure that the Contractor shall not become entitled to any extension of time for completion of the Works or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.
3. The Sub-Contractor shall from time to time Works the Company and the Contractor with such information as either may reasonably require.
4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Contractor, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:
 - (a) understanding the Works;
 - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Works;
 - (c) extending, interfacing with, integrating with, connecting into and adjusting the Works;
 - (d) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the Underground Network (as such capitalised terms are defined in the Main Contract);
 - (e) executing and completing the Works; and
 - (f) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the Underground Network (as such capitalised terms are defined in the Main Contract)

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

For the purposes of this Clause, the term "**Documents**" shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:
 - (a) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company's expense to provide copies of any such material; and
 - (b) at the Sub-Contractor's expense to provide the Company with a set of all such material on completion of the Sub-Contract Works.
6. The parties hereby agree that:
 - (a) this Agreement shall be personal to the Sub-Contractor;
 - (b) the Company may assign the benefit of this Agreement to any third party;
 - (c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.
7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Works, he has professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Works. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Works provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.
8. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Works which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Company and the Contractor and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Works to the adjudicator, conciliator, arbitrator or other party (the "**Appointed Party**") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.
9. (a) Neither the Sub-Contractor nor the Contractor shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or

obligations thereunder or treat the Sub-Contract as determined without first giving to the Contractor or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Contractor's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.

- (b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Contractor (a "Step-in Notice") that the Company or its appointee shall henceforth become the Contractor under the Sub-Contract in accordance with the terms of sub-clause (c) below.
 - (c) With effect from the date of the service of any Step-in Notice:
 - (i) the Company or its appointee shall be substituted in the Sub-Contract as the Contractor thereunder in place of the Contractor and references in the Sub-Contract to the Contractor shall be construed as references to the Company or its appointee;
 - (ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;
 - (iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Contractor thereunder which fall to be performed after the date of the Step-in Notice and shall promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and
 - (iv) the Contractor shall be released from further performance of the duties and obligations of the Contractor under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:
 - (1) the Sub-Contractor against the Contractor in respect of any matter or thing done or omitted to be done by the Contractor on or before the date of the Step-in Notice; and
 - (2) the Contractor against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.
 - (d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.
10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Contractor under the Sub-Contract.
11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.

12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.
13. Nothing contained in this Agreement shall in any way limit the obligations of the Contractor to the Company arising under the Main Contract or otherwise undertaken by the Contractor to the Company in relation to the Sub-Contract Works.
14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.
15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.