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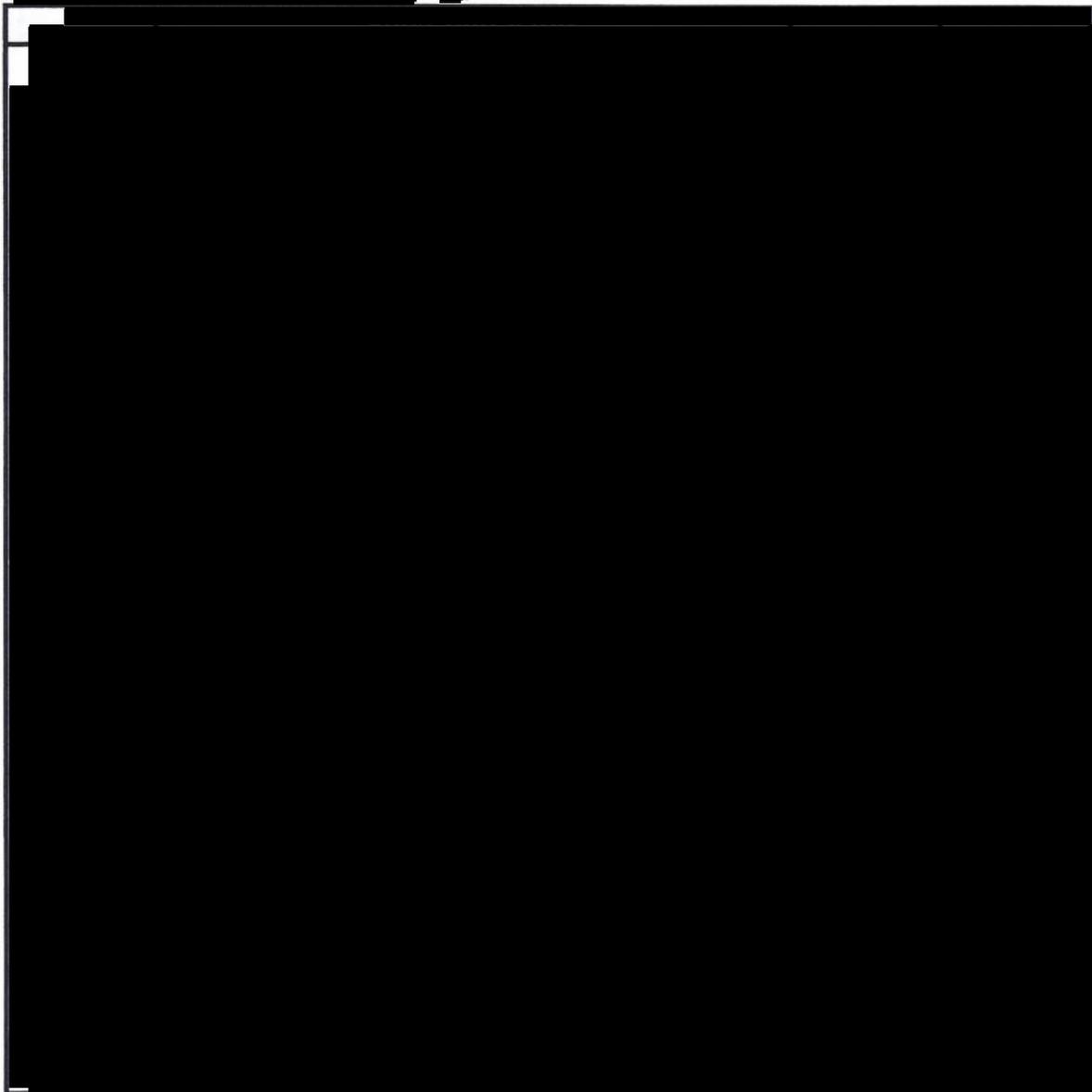
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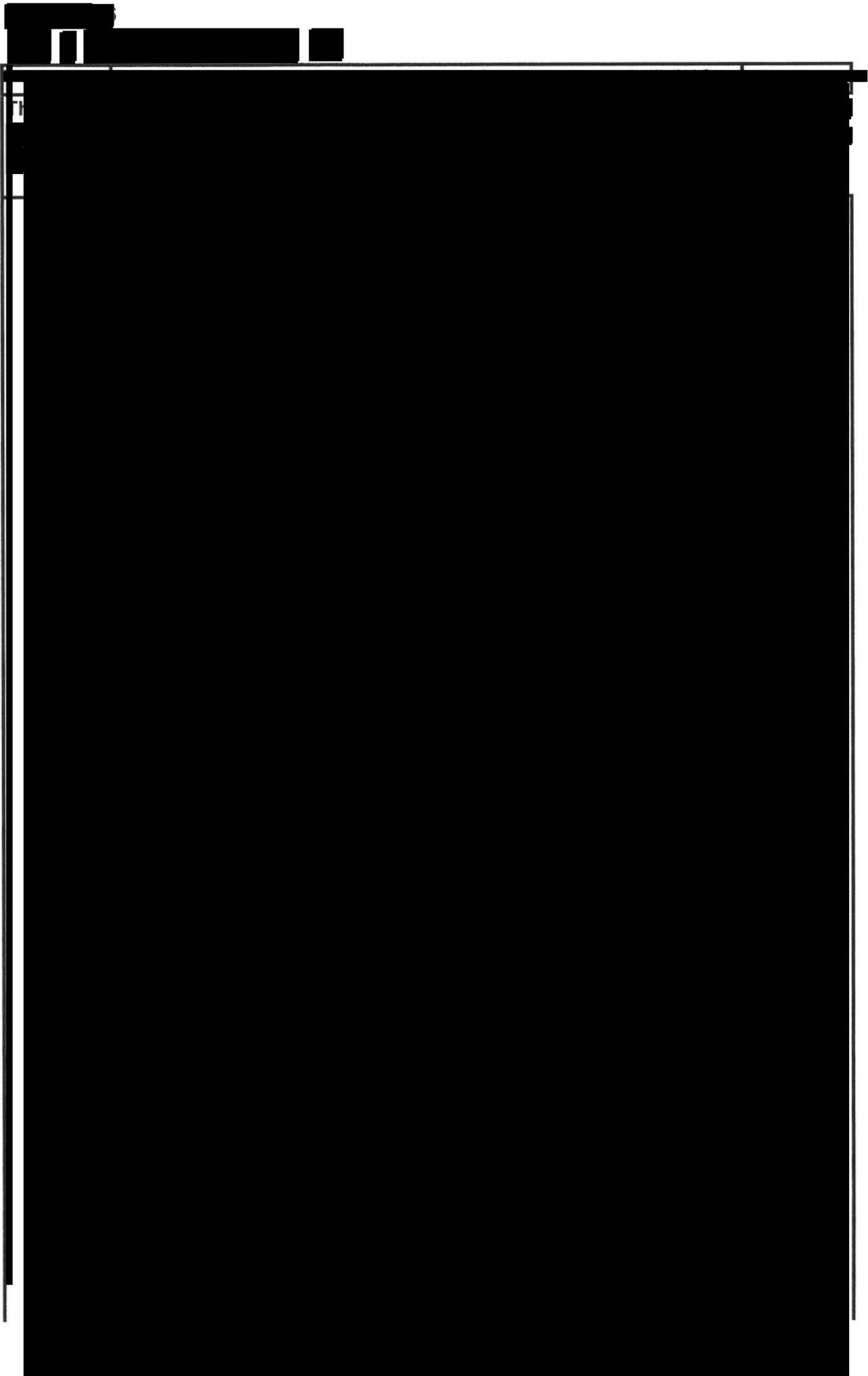
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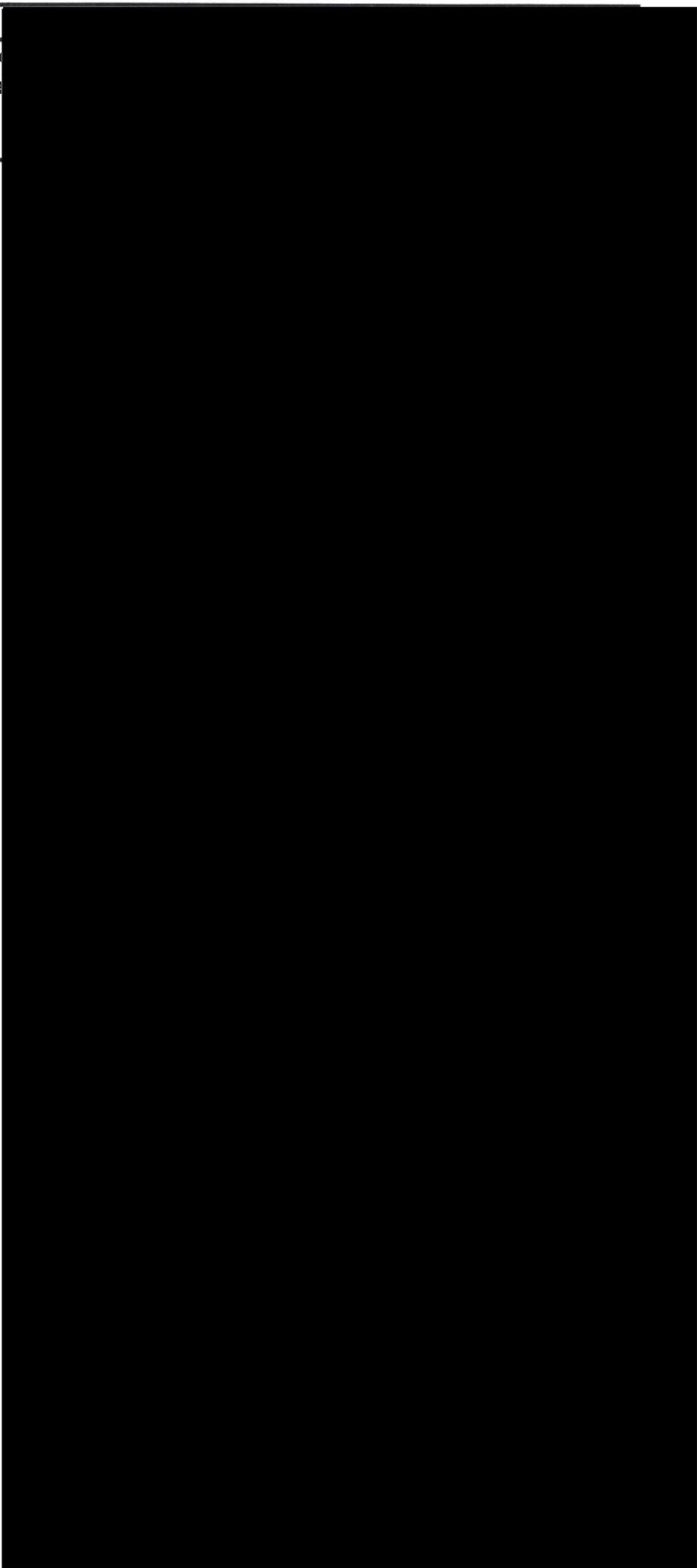
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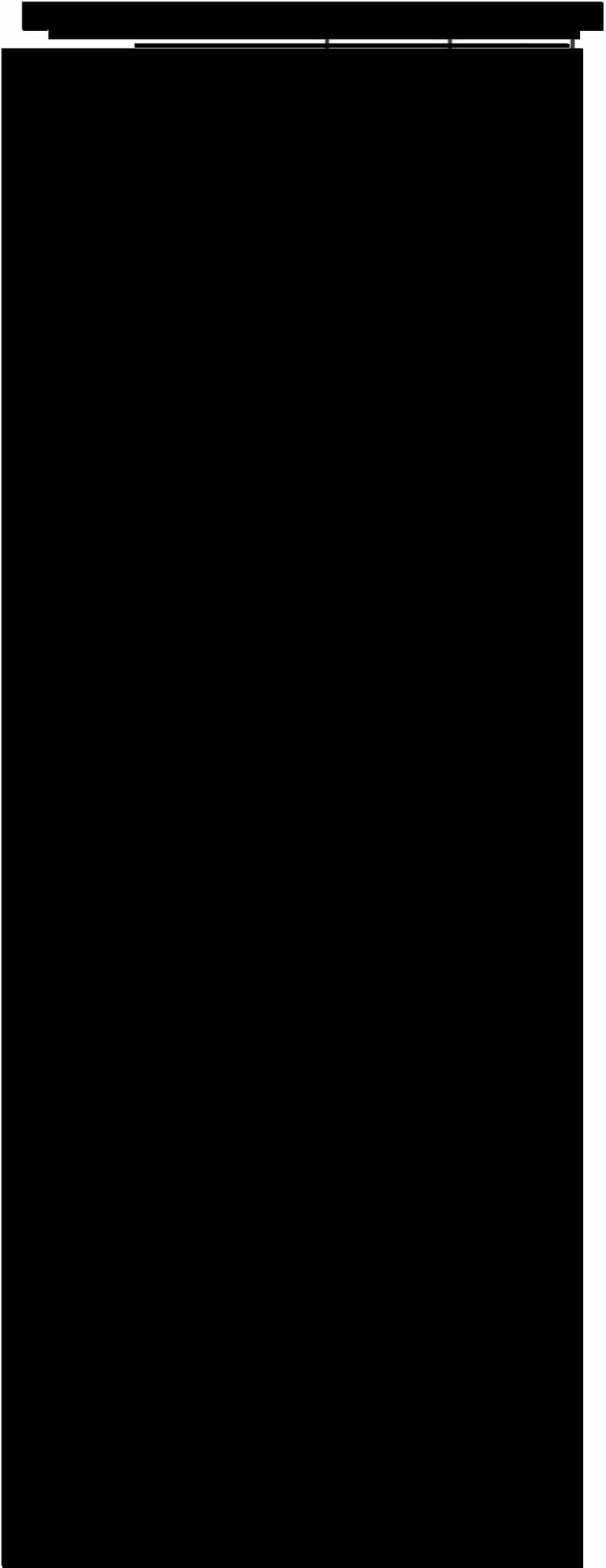
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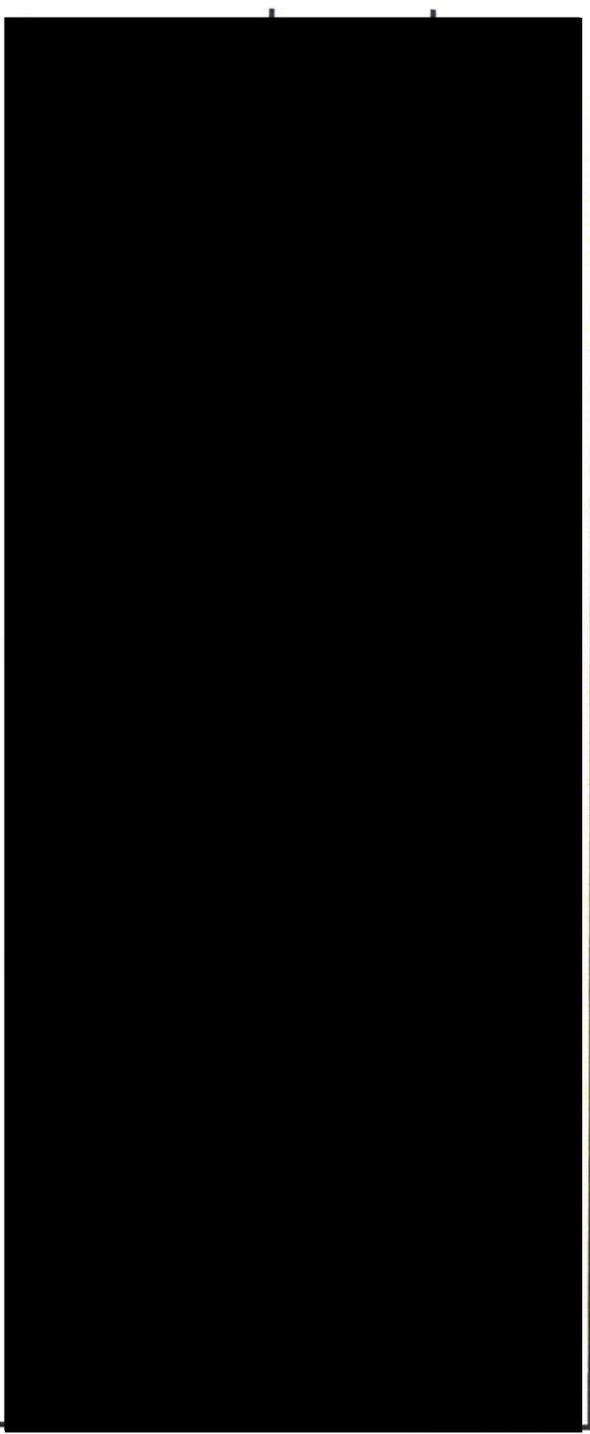




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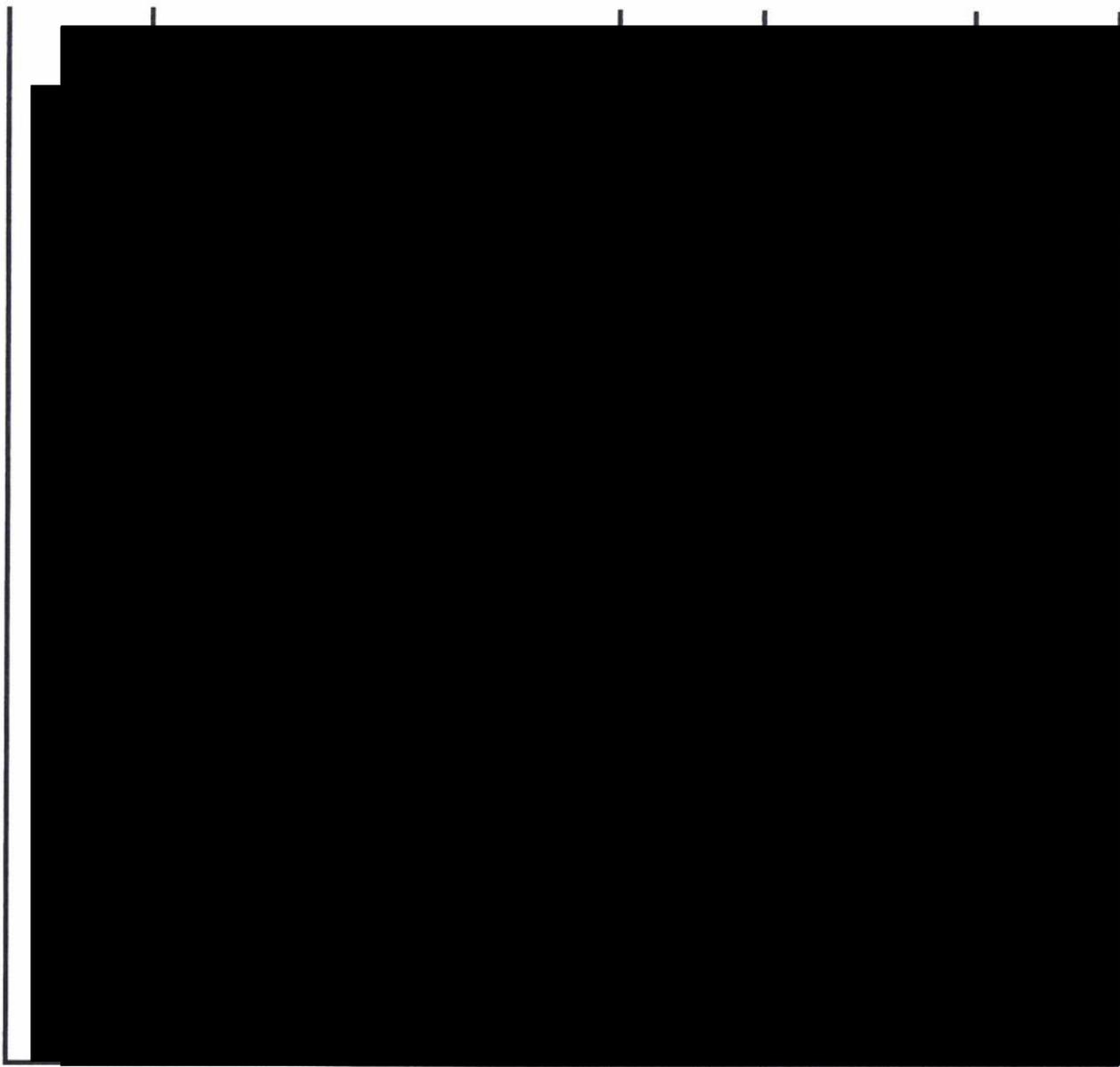


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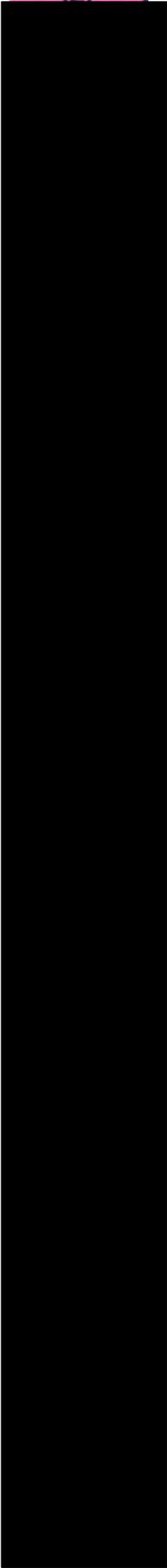
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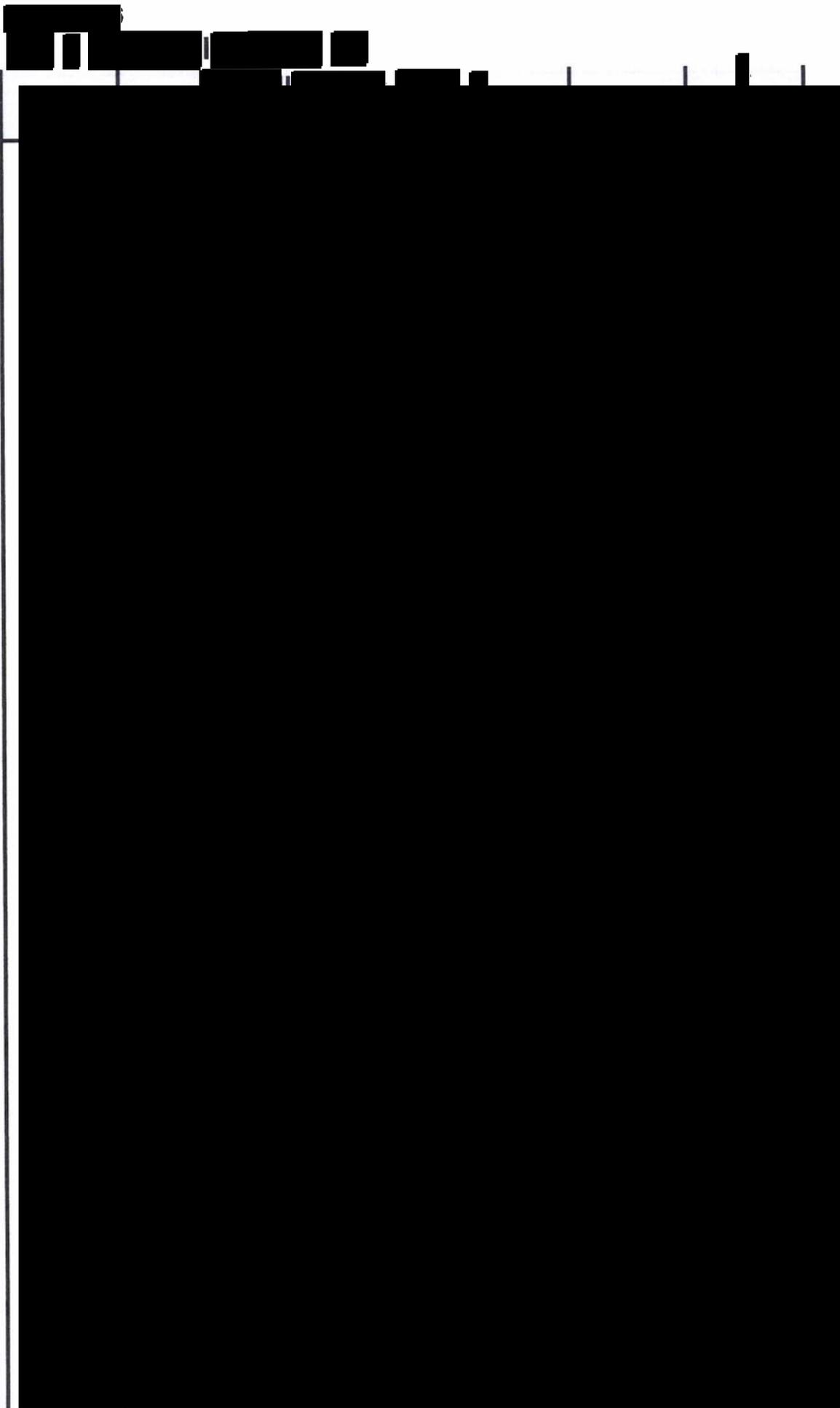
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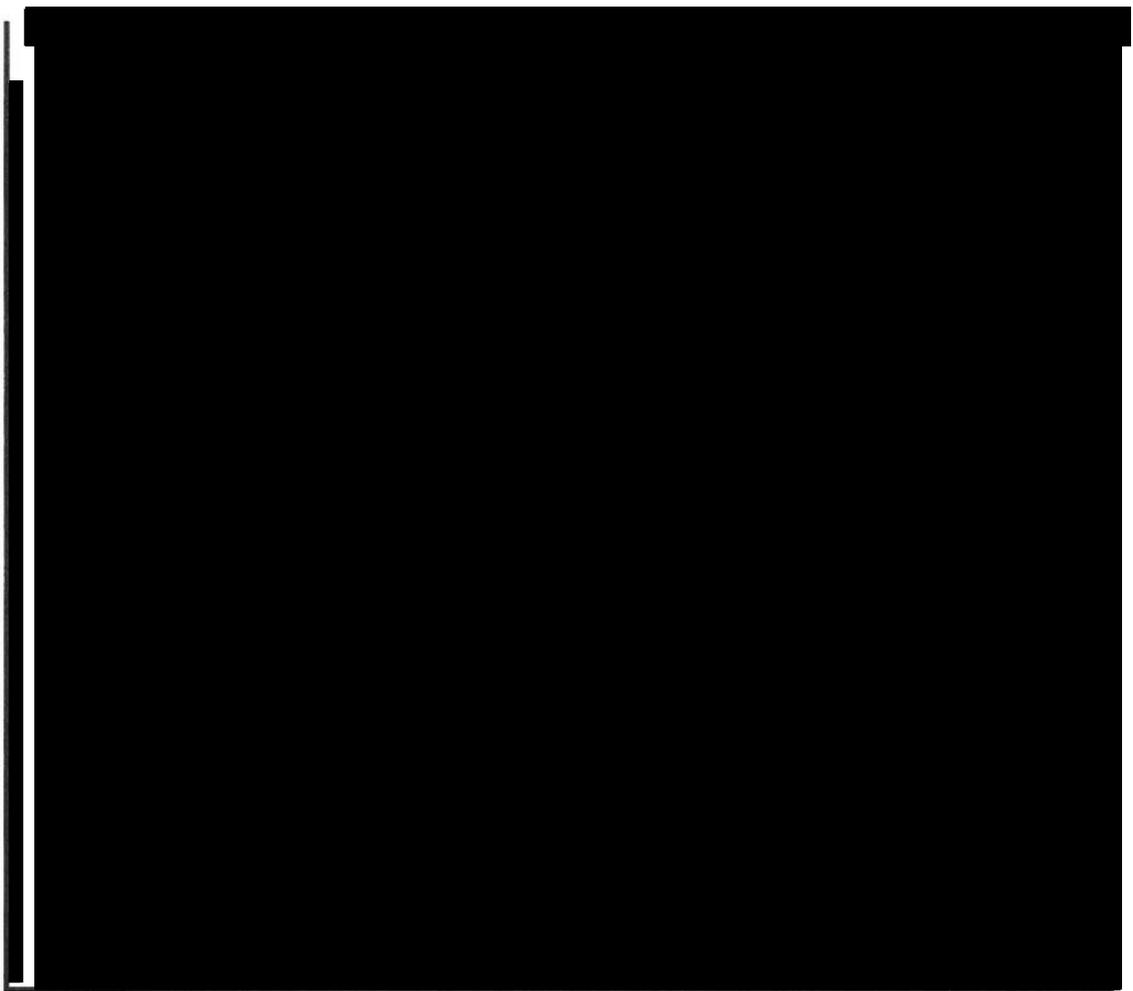


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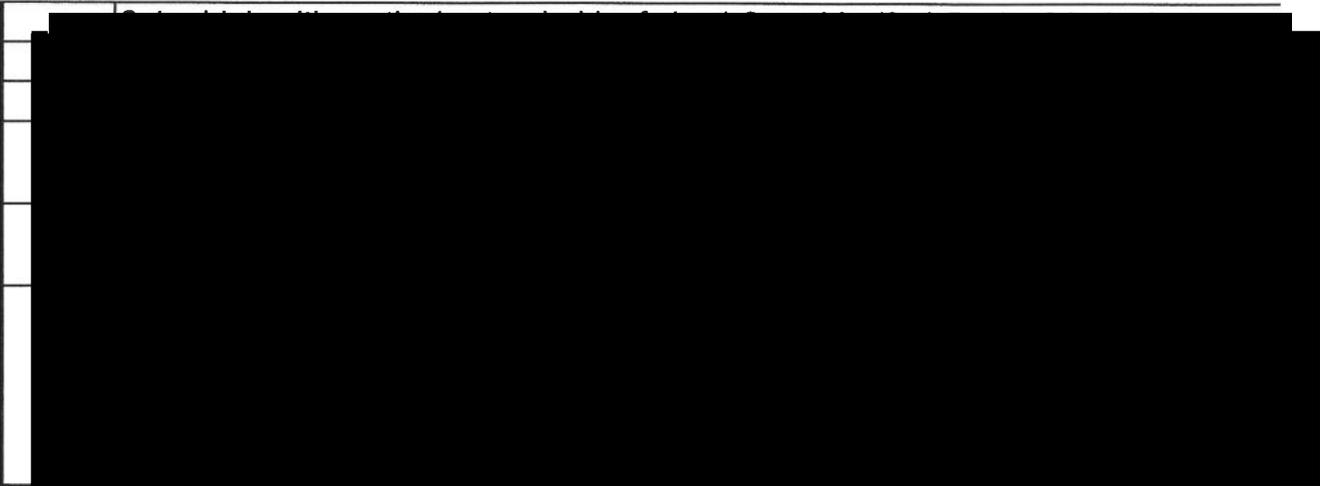




MEMORANDUM

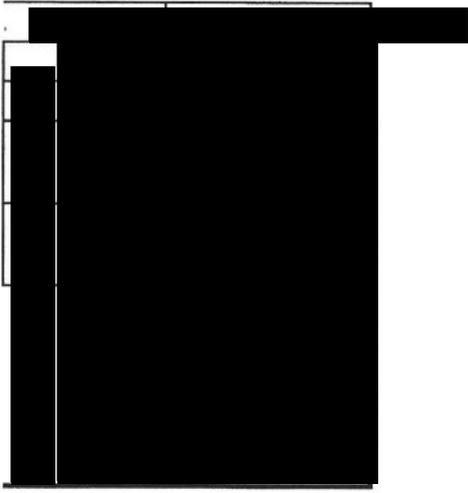
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Appendix 1: Form of Payment Application (AFP)

Under Clause 19.13, the Payment Application shall be in the following format unless the Company directs otherwise.

EXAMPLE OF AFP (Contractor's APPLICATION for PAYMENT)

Contract No: _____ Application No: _____

Work undertaken between [date] and [date] ("The Company's' Accounting Period No. [])

Contract _____

To: The Contract Manager on behalf of "the Company"	From:	
F.A.O.:		
Original Contract Price	£	
Value of Previous AVC's	£	
Value of AVC's issued since last application	£	
CURRENT CONTRACT PRICE	£	

Claimed Approved

Value of Work Done already Certified	£	
Value of Work subject to this application	£	£

	_____	_____ £
Total Value of Work Done	£ _____	_____
Net Amount due for Payment	£	£
LESS Value of Payments previously certified	£	£
Amount Claimed for Payment	£	£

Signed: _____

Date: _____

On behalf of [Contractor]

Signed: _____

Date: _____

On behalf of "The Company".

Schedule 5

Contract Variation Procedure

Variations to any Contract in accordance with Clause 22 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 Contract Price is known, the Company's Representative will complete Part A of the Variation Proposal and send three (3) copies to the Contractor. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Contractor will complete Part B of the Variation Proposal and will return two (2) copies to the Company's Representative. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Contractor to proceed with the variation on the terms so set out by each Party by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as the "**Variation Order**") and supplying such Variation Order to the Contractor. The relevant part(s) of this Contract shall thereupon be varied accordingly.
- 1.2 In any case where the Contractor wishes to recommend a Variation, the Contractor shall request the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of the Variation Proposal and sending two (2) copies of it to the Company's Representative. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Contractor by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Contractor. The relevant part(s) of this Contract shall thereupon be varied accordingly.
- 1.3 The Company shall not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
- 1.4 The Contractor may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Contractor to proceed with the variation.

- 1.5 The price indicated by the Contractor must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the extent of the Works to be carried out.
- 1.6 The Contractor shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Contractor to offer and which has the least possible impact on the terms of the Contract, including but not limited to, the Specification and the Contract Programme.
- 1.7 Strict adherence to the procedure described in this Schedule 5 shall be a condition precedent to any addition to the Contract Price for the Works. If the Contractor does not adhere to each paragraph in this Schedule 5 then the Contractor shall not be entitled to any addition to the Contract Price notwithstanding that the Contractor may have supplied additional or varied works.
- 1.8 Subject to paragraph 2 below, the Contractor shall not implement any variation until it has been duly authorised by the Company's Representative by the issue of Part C of the Variation Proposal.
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 Contract Price is established, the Company's Representative will complete Part A of the Variation Proposal, which will be authorised by the Company's Representative and send two (2) 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 Variation Proposal but will immediately proceed to implement such Variation and the consequences of such Variation for the Contract Price shall either be agreed with the Contractor or, in default of such agreement, determined by the Company's Representative in accordance with paragraph 3 below.
3. In the absence of agreement the valuation of Variations ordered by the Company's Representative shall be determined by the Company's Representative in accordance with the following principles:
 - 3.1 to the extent that the effect of the Variation includes activities which are similar to those stated in Schedule 4 (Rates and Prices) then so far as is possible the effect of the Variation is assessed using the rates and prices for those activities in Schedule 4 (and such rates and prices are deemed to be inclusive of all overheads and profit);
 - 3.2 in all other cases the change to the Contract Price in respect of the Variation is based upon a fair valuation (and such assessment is deemed to be inclusive of all overheads and profit); and

3.3 in valuing any Variation under this paragraph 3, the Company's Representative shall make due allowance for any cost savings which the Contractor may make in carrying out the varied work resulting from any Variation.

4. Any variation to the Contract 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 34 of the Conditions of Contract. The Variation Sum shall be paid as an equal proportionate adjustment to the Contract Price for the remaining period of the Contract until the Contract Completion Date unless otherwise specified in the Variation.
5. In an emergency, the Parties shall use their best endeavours to expedite the actions permitted or requested under the Contract Variation Procedure

APPENDIX 1 : FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:	From:
------------	--------------

Contract Reference:
Variation Number:
Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)	
Description of change:	
Reason for changes and impact (if any) on Contract:	
Variation Proposal Authorised by:	Proposal Date:
PART B (TO BE COMPLETED BY THE SUPPLIER)	
Price Breakdown Note: A further breakdown is required please append details as a separate sheet.	Total Price:
Expected Delivery Date:	
Contractor's Representative:	
Print Name:	Signature:
Date:	
Completed document to be returned to the Company's Representative	
PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)	
Comment on Parts A and B:	
Variation Authorisation	
Delivery Representative:	
Print Name:	Signature:
Date:	
Commercial Representative	
Print Name:	Signature:
Date:	

Schedule 6
QUENSH Menu



F0780 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

Issue No.: A17

Issue date: August 2015

Review date: August 2020

MAYOR OF LONDON



Contract Menu

Contract No: TfL 00466

Contract Name Framework Agreement for Structural Maintenance Lot 3
Option 1

Client: BCV, JNP & SSL Civils Maintenance

Supplier: Cleshar

Principal Contractor: Yes No



Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

1. The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
2. The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - (1) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - (2) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - (3) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - (4) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.



Contract menu

Requirements in QUENSH

Applicable requirements identified by Client		Other documents / Comments	Y / N	Identified by Supplier	
Section	Topic			Agreed? Y / N	Reference to explanation
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		Y	Y	
6	Identification of Safety Critical Activities		Y	Y	See comments
7	Works Environmental Management		Y	Y	
8	Emergency Plan		Y	Y	
9	Method Statements		Y	Y	
10	Health, Safety and Environment File		Y	Y	See comments
11	Pre-start LU health, safety and environment meeting		Y	Y	
12	Supplier's site induction		Y	Y	
13	Site Person in Charge		Y	Y	
14	Staff requirements		Y		
14.1	Behaviours		Y		
14.1.1	Alcohol and drugs		Y	Y	
14.1.2	Control of hours worked		Y	Y	
14.2	Knowledge		Y		
14.2.1	English language		Y	Y	
14.2.2	Access Card and Worksite Briefing		Y	Y	
14.2.3	Visitors to sites		Y	Y	
14.3	General competence		Y		
14.3.1	Evidencing competence of safety critical staff		Y	Y	
14.3.2	Identification of safety critical staff		Y	Y	
14.3.3	Competent external safety critical personnel		Y	Y	
14.3.4	Training		Y	Y	
14.3.5	Asset specific competence		Y	Y	
14.4	Medical requirements		Y	Y	



Applicable requirements identified by Client			Identified by Supplier		
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
14.5	Identification of Suppliers staff		Y	Y	
14.6	Clothing		Y	Y	
15	Permits and licences		Y		
15.1	LU specific permits and licences		Y	Y	
15.2	Permits, licences and certificates for Supplier's staff		Y	Y	
16	The Principles of Access		Y		
16.1	Introduction		Y	Y	
16.2	Access to Stations		Y	Y	
16.3	Access to Track		Y	Y	
16.4	Access to depots		Y	Y	
17	Applying for Planned Access		Y		
17.1	Introduction		Y	Y	
18	Applying for General Access		Y	Y	
18.1	Constraints that apply to Generic Access		Y	Y	
19	Access for fault repair		Y	N	See comments
20	Operational Assurance		Y	Y	
21	Closures and possessions		Y		
21.1	Requirements for closures		Y	Y	
21.2	Requirements for possessions		Y	Y	
22	Controls at point of access		Y		
22.1	Publication of works		Y	Y	
22.2	Checks at point of access		Y	Y	
22.3	Signing-on with the Station Supervisor		Y	Y	
22.4	Track specific requirements		Y		
22.4.1	Person providing protection		Y	Y	See comments
22.4.2	Possessions		Y	Y	See comments
23	Removal of supplier's personnel from LU Premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y	Y	



Applicable requirements identified by Client			Identified by Supplier		
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
27	Monitoring		Y		
27.1	LU inspections		Y	Y	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		Y	Y	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		N	N	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
35	Conveyance of loads		Y		
35.1	Conveyance of loads on lifts and escalators		Y	Y	
35.2	Conveyance of hazardous materials and substances		Y	Y	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators		Y	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	
39	Working on or about the track		Y	Y	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y	Y	
41	Entering areas with gaseous fire suppression systems		Y	Y	
42	Fire prevention		Y		
42.1	General requirements		Y	Y	
42.2	Temporary fire points		Y	Y	
42.3	Timber		Y	Y	
42.4	Composites		Y	Y	



Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
42.5	Sheeting materials		Y	Y	
42.6	Gas cylinders		Y		
42.6.1	Use of gas cylinders in below ground locations		Y	Y	
42.6.2	Storage of gas cylinders (above ground)		Y	Y	
42.7	Flammable and highly flammable materials		Y		
42.7.1	Use of flammable and highly flammable materials below ground		Y	Y	
42.7.2	Storage of flammable and highly flammable materials below ground		Y	Y	
43	Hot work and fire hazards		Y		
43.1	Hot work		Y	Y	
43.2	Reasonable notice of works		Y	Y	
43.3	Precautions		Y		
43.3.1	Buildings and assets		Y	Y	
43.3.2	Gas cylinders		Y	Y	
43.3.3	Gas detection		Y	Y	
44	Storage		Y		
44.1	General requirements for storage		Y	Y	
44.2	Trackside storage		Y	Y	
44.3	Hazardous materials and substances		Y	Y	
44.4	Allocation of space on operational property		Y	Y	
45	Plant and equipment		Y	Y	
46	Clearance approvals		Y	Y	
47	Access equipment		Y	Y	
48	Temporary works		Y	Y	
49	Temporary fences and hoardings		Y	Y	
50	Temporary lighting and power supplies		Y		
50.1	General requirements		Y	Y	
50.2	Lighting in tunnels and shafts		Y	Y	
51	Screening of lights and positioning		Y	Y	
52	Environmental requirements		Y		
52.1	General environmental requirements		Y	Y	