

9. The Supplier 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 Supplier to offer and which has the least possible impact on the terms of this Contract, including but not limited to, the Specification and the Programme.
10. Strict adherence to the procedure described in this Schedule 6 shall be a condition precedent to any addition to the Service Payment for the Services. If the Supplier does not adhere to each paragraph in this Schedule 6 then the Supplier shall not be entitled to any addition to the Service Payment notwithstanding that the Supplier may have supplied additional or varied Services.
11. Subject to paragraph 12 below, the Supplier 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.
12. In cases where the Company requires a variation to be implemented by the Supplier, whether at the suggestion of the Supplier or not, as soon as possible before the effect on the Service Payment is established, the Company's Representative shall complete Part A of the Variation Proposal which will be authorised by the Company's Representative and send two (2) copies to the Supplier. The Supplier shall take the same action as detailed in paragraph 2 above in respect of the completion and return of the Variation Proposal but shall immediately proceed to implement such Variation and the consequences of such Variation for the Service Payment shall either be agreed with the Supplier or, in the absence of such agreement, shall be determined by the Company's Representative in accordance with paragraph 13 below. In either case, the Company's Representative shall notify the agreement reached or determination made by notification of a Variation Order.
13. 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:
 - 13.1 to the extent that the effect of the Variation includes activities which are similar to those stated in the Schedule of Rates (Appendix 1 of Schedule 2) then so far as is possible the effect of the Variation is assessed using the rates and prices for those activities in the Schedule of Rates (and such rates and prices are deemed to be inclusive of all overheads and profit);
 - 13.2 in all other cases the change to the Service Payment 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
 - 13.3 in valuing any Variation under this paragraph 13, the Company's Representative shall acting reasonably make due allowance for any cost savings which the Supplier may make in carrying out the varied work resulting from any Variation.

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: If a further breakdown is needed please append details as a separate sheet.	

Expected Delivery Date:

Supplier'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

Company's Representative:

Print Name:

Signature:

Date:

SCHEDULE 7: QUENSH

Contract Menu

F0780 A18 Contract Menu

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

Contract No:	TfL 00466
Contract Name	<u>For the supply of structural maintenance and related services across TfL – Lot 1: Bridges and Structures</u>
Client:	BCV & SSL Civils Maintenance, Asset Performance
Supplier:	Skanska Infrastructure Services
Principal Contractor:	Yes SKANSKA

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.
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.

Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N
14.2.1	Working Time Regulations		Y
14.2.2	Fatigue		Y
14.3	Knowledge		This is a heading
14.3.1	English language		Y
14.3.2	Access Card and Worksite Briefing		Y
14.3.3	Visitors to sites		Y
14.4	General competence		This is a heading
14.4.1	Evidencing competence of safety critical staff		Y
14.4.2	Identification of safety critical staff		Y
14.4.3	Competent external safety critical personnel		Y
14.4.4	Training		Y
14.4.5	Asset specific competence		Y
14.5	Medical requirements		Y
14.6	Identification of Suppliers staff		Y
14.7	Clothing	Y See Pre Construction Information Pack	Y
15	Permits and licences		This is a heading

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Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N
15.1	LU specific permits and licences		Y
15.2	Permits, licences and certificates for Supplier's staff		Y
16	The Principles of Access		This is a heading
16.1	Introduction		Y
16.2	Access to Stations		Y
16.3	Access to Track		Y
16.4	Access to depots		Y
17	Applying for Planned Access		This is a heading
17.1	Introduction		Y
18	Applying for General Access		Y
18.1	Constraints that apply to Generic Access		Y
19	Access for fault repair		Y
20	Operational Assurance		Y
21	Closures and possessions		This is a heading
21.1	Requirements for closures		Y
21.2	Requirements for possessions		Y
22	Controls at point of access		This is a heading
22.1	Publication of works		Y
22.2	Checks at point of access		Y
22.3	Signing-on with the Station Supervisor		Y
			Although the heading in QUENSH A18 for section 18.1 is General Access not Constraints that apply to Generic Access
			Although heading is different in QUENSH A18 as it is now Signing

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Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4	Track specific requirements		Y		in with the Customer Services Supervisor/Manager This is a heading and different to that in QUENSH A18 as it is now Persons providing protection
22.4.1	Person providing protection		Y		
22.4.2	Possessions		Y		
23	Removal of supplier's personnel from LU Premises		Y		
24	Incidents		Y		
25	Notification of regulatory concern or action	Y – Bespoke requirements in Pre Construction Information Pack	Y		
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y		
27	Monitoring		Y		This is a heading
27.1	LU inspections		Y		
27.2	Monitoring the supply chain		Y		
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y		
27.4	Work location inspection and audit		Y		
27.5	Timescales for rectifying non-compliances	Y Bespoke requirements in Pre Construction Information Pack, 36 hour initial findings report, local agreement with Client for	Y		

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Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N
		rectification of NC	
28	Radio transmitters and transceivers		Y
29	Mobile phones		Y
30	Knives		Y
31	Site health, safety and environment committee		N
32	Site housekeeping and security		Y
33	Accidental damage, obstruction or interference with assets		Y
34	Delivery of materials		Y
35	Conveyance of loads		Y
35.1	Conveyance of loads on lifts and escalators		Y
35.2	Conveyance of hazardous materials and substances		Y
36	Asbestos (non asbestos removal projects)		Y
37	Working in or near lifts and escalators		Y
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y
39	Working on or about the track		Y
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y
41	Entering areas with gaseous fire suppression systems		Y
42	Fire prevention		Y
42.1	General requirements		Y
42.2	Temporary fire points		Y
42.3	Timber		Y
42.4	Composites		Y
42.5	Sheeting materials		Y
42.6	Gas cylinders		Y
42.6.1	Use of gas cylinders in below ground locations		Y
42.6.2	Storage of gas cylinders (above ground)		Y

Reference to explanation - see Section 2a in attached Guidance Notes



Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
42.7	Flammable and highly flammable materials		Y		This is a heading
42.7.1	Use of flammable and highly flammable materials below ground		Y		
42.7.2	Storage of flammable and highly flammable materials below ground		Y		
43	Hot work and fire hazards		Y		This is a heading
43.1	Hot work		Y		
43.2	Reasonable notice of works		Y		
43.3	Precautions		Y		This is a heading
43.3.1	Buildings and assets		Y		
43.3.2	Gas cylinders		Y		
43.3.3	Gas detection		Y		
44	Storage		Y		This is a heading
44.1	General requirements for storage		Y		
44.2	Trackside storage		Y		
44.3	Hazardous materials and substances		Y		
44.4	Allocation of space on operational property		Y		
45	Plant and equipment		Y		
46	Clearance approvals		Y		
47	Access equipment		Y		
48	Temporary works	Y Bespoke requirements in Pre Construction Information Pack, 36 hour initial findings report, local agreement with Client for rectification of NC	Y		
49	Temporary fences and hoardings		Y		
50	Temporary lighting and power supplies		Y		This is a heading
50.1	General requirements		Y		
50.2	Lighting in tunnels and shafts		Y		
51	Screening of lights and positioning		Y		

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Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
52	Environmental requirements		Y		This is a heading
52.1	General environmental requirements		Y		
52.2	Environmental nuisance		Y		
52.3	Water		Y		
52.4	Waste management		Y		
52.5	Noise and vibration	Y Bespoke requirements in Pre Construction Information Pack, 36 hour initial findings report, local agreement with Client for rectification of NC	Y		
52.6	Archaeology, historical interest and listed buildings		Y		
52.7	Wildlife and Habitats		Y		
52.8	Resource Use		Y		
52.9	Pest control		Y		
52.10	Land and water pollution prevention		Y		
53	Quality requirements		Y		This is a heading
53.1	Records		Y		
53.2	Retention period		Y		
53.3	Availability of records for inspection		Y		
53.4	Statistical process control, audit and inspection procedures		Y		
53.5	General quality requirements		Y		
53.6	Quality Plan		Y		
53.7	Testing and inspection		Y		
53.8	Certification of conformity		Y		
53.9	Quarantine		Y		
53.10	Traceability		Y		
53.11	Maintenance and servicing		Y		
53.12	Design		Y		

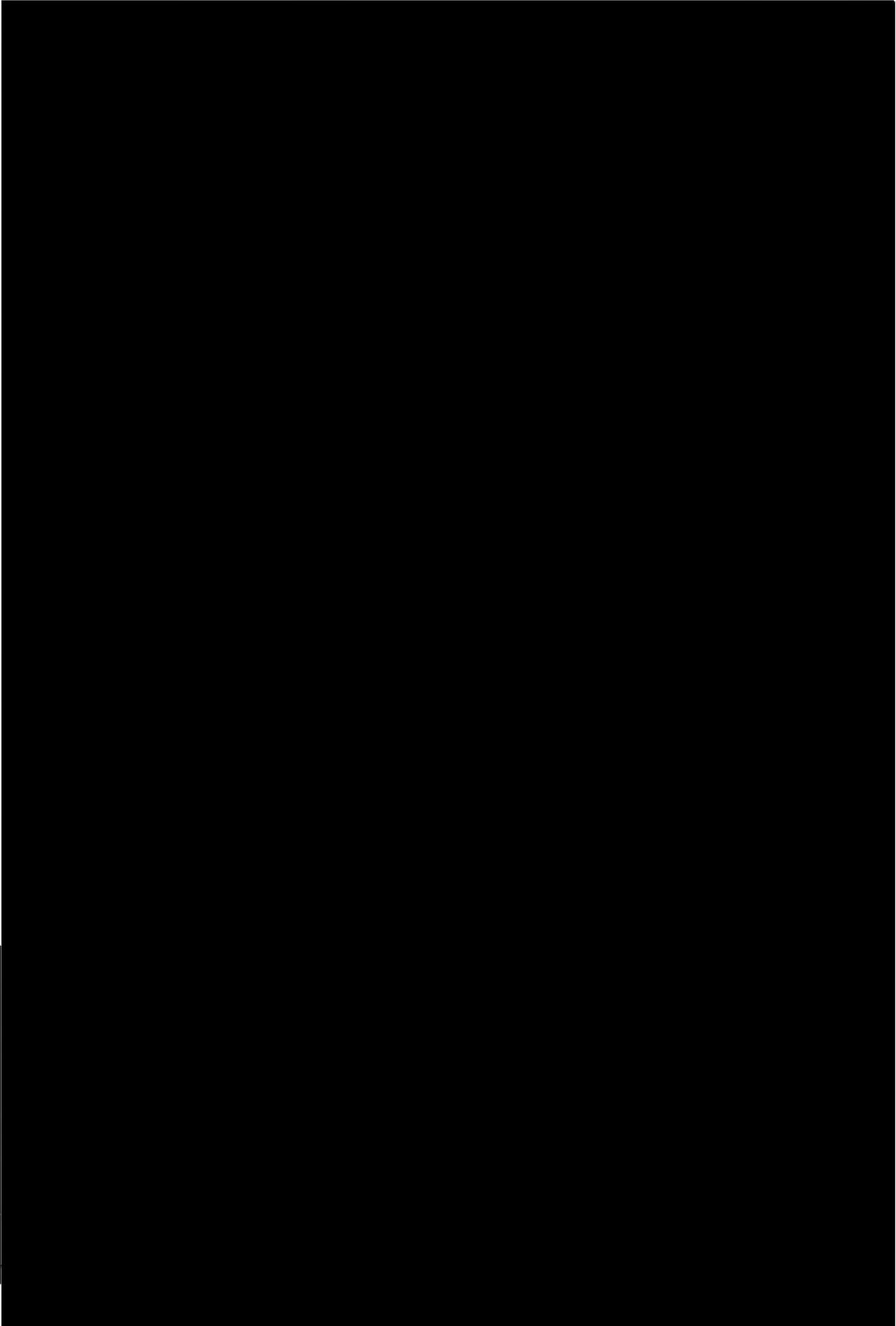
Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
53.13	Computer aided design		Y	Y	
53.14	Asset commissioning and handover	Y Template in Pre Construction Information Pack	Y	Y	

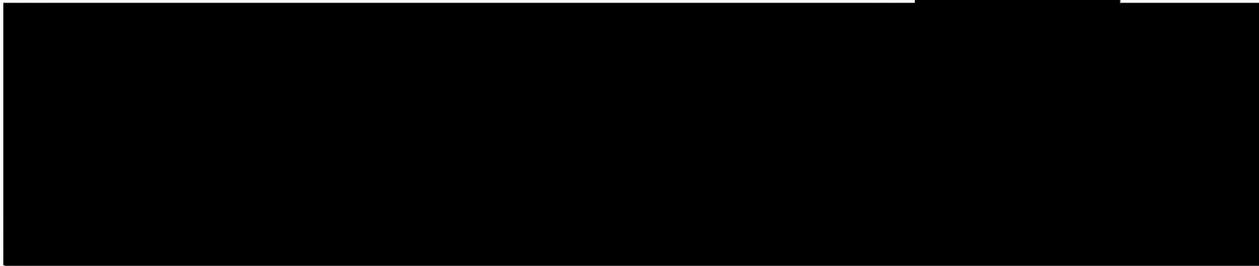


Other requirements / comments

Contractor must ensure all information, instructions, templates and appendices in the LOT 1 Pre Construction Information Pack is cascaded to all parties and suppliers, and abided by during pre construction, construction and handover phase.







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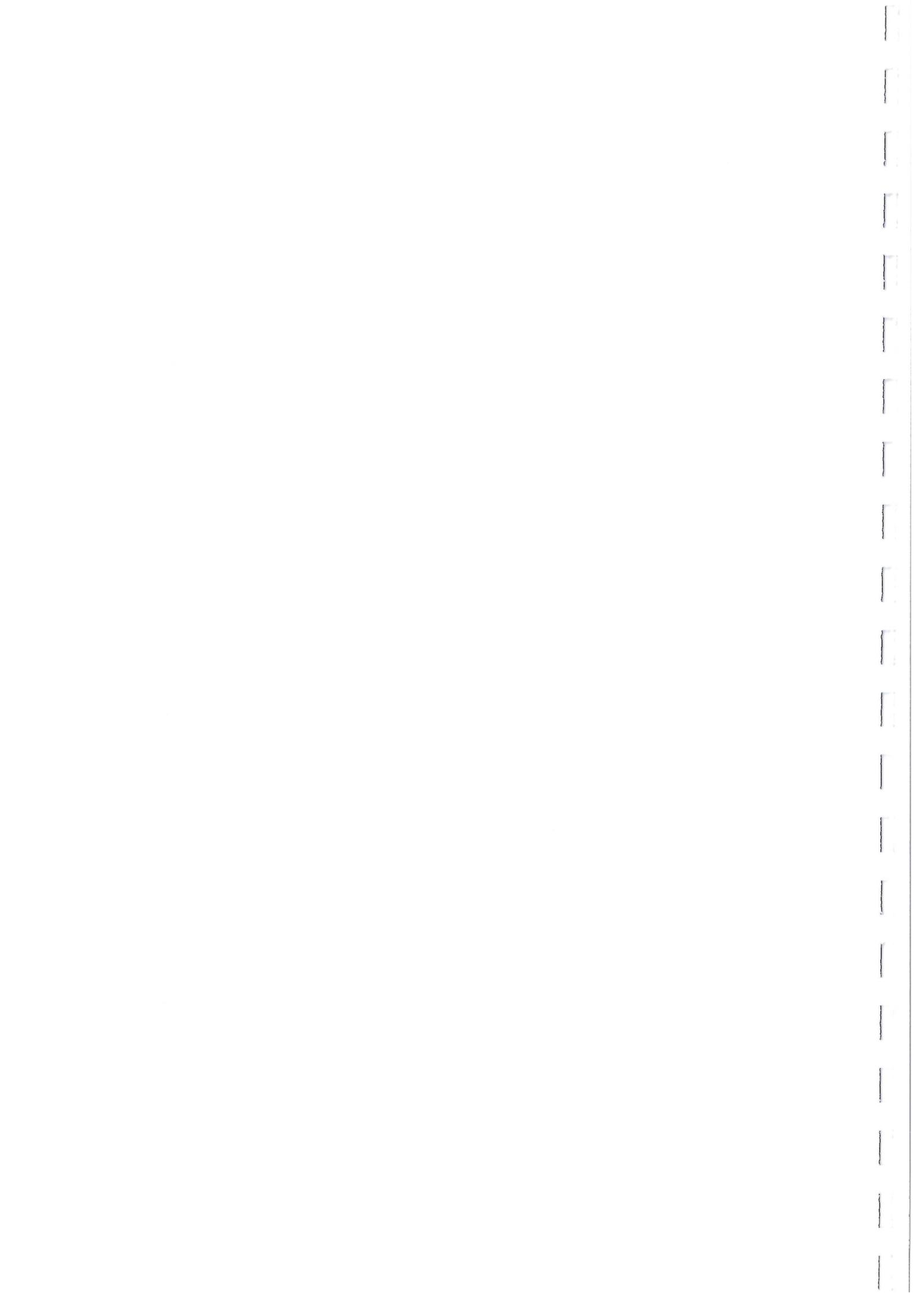
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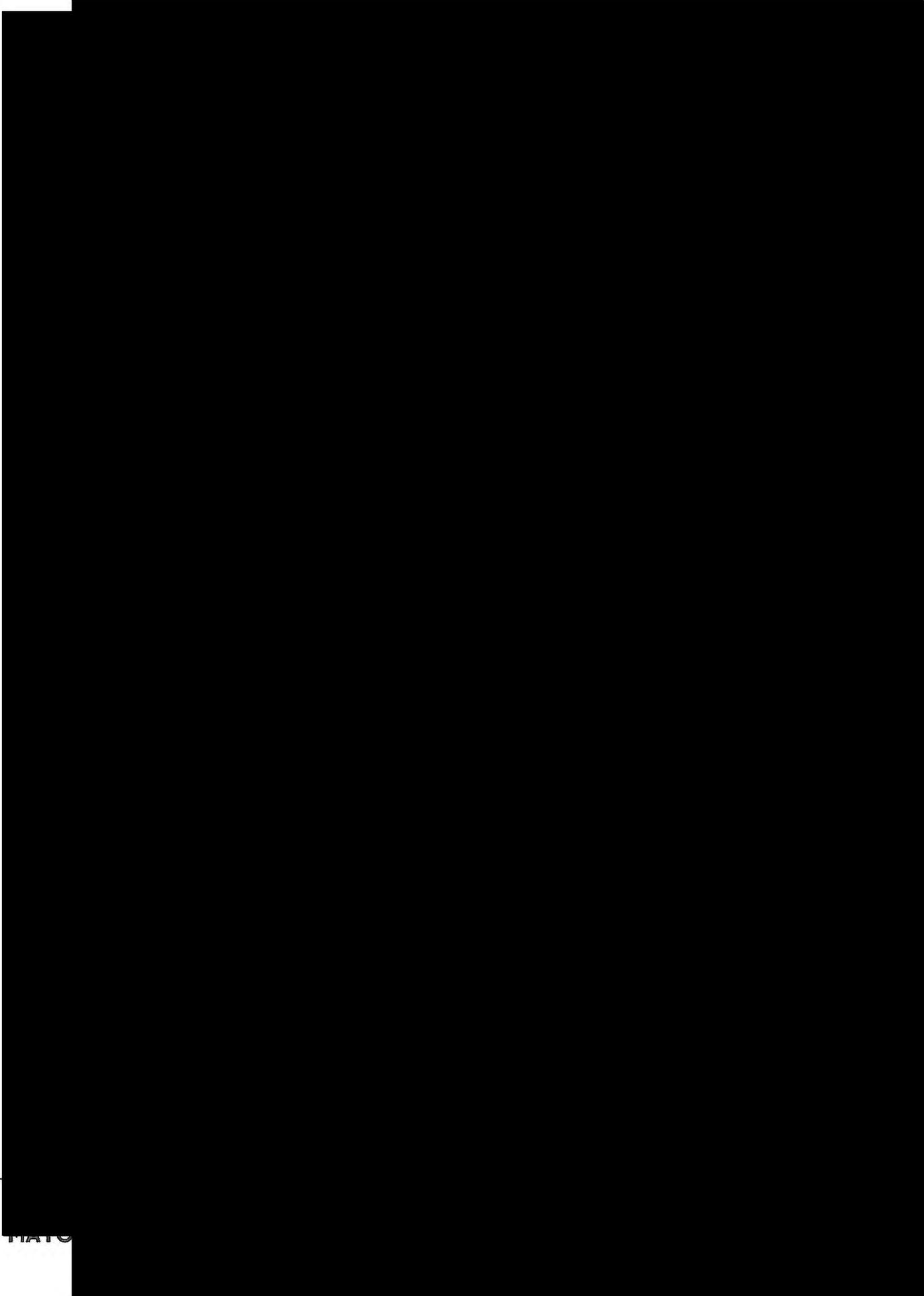
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MAYOR OF LONDON

Transport for London









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**SCHEDULE 8: DEED OF
NOVATION**

THIS DEED is made [•] day of [•] 20[•]

BETWEEN:

TRANSPORT FOR LONDON or **TfL**, 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, transferees and assignees); and

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

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

together the "Parties" and each a "Party".

WHEREAS:

- (A) The Company has an agreement dated [•] and referenced [insert contract number] with the Supplier 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 Supplier 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 Supplier 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:

- (A) any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and
- (B) any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

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)
Transport for London)
in the presence of:)

.....
[Authorised Signatory]

Executed as a Deed by [SUPPLIER])
acting) by
).....

Signatory) Authorised
and).....
.....

Signatory) Authorised

Executed as a Deed by [NEW COMPANY])

acting).....

by

Signatory

) Authorised

and
.....

).....

Signatory

) Authorised