

Part A – Contract Variation Procedure

1. Without prejudice to paragraph 3 below, the cost of any Variation Order shall be agreed between the Parties taking account of the reasons why the Variation Order was required.
2. The Company may propose a variation by completing Appendix 1 (Form of Variation Proposal/ Order) of this Part A and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Supplier 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 a "Variation Order") and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
3. For the avoidance of doubt, the Supplier shall carry out the variation in accordance with the Variation Order on the terms determined by the Company and such variation shall commence no later than five (5) Working Days (unless otherwise instructed by the Company) following receipt of the signed Variation Order by the Supplier. Where the terms are not agreed by the Supplier, or where the Supplier fails to provide Part B of the Variation Proposal to the Company within the timescales set out in paragraph 2 above, the variation shall be deemed to be agreed and the Supplier shall proceed, at the request of the Company, to implement the variation in accordance with the specified terms within five (5) Working Days (unless otherwise instructed by the Company) of receipt of the original Variation Proposal by the Supplier. Where such Variation Order is disputed by the Supplier, the Supplier may refer this to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure) but is required to implement the variation pending the outcome of the Dispute.
4. The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. 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 Supplier 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 Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
5. The Supplier 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 Supplier to proceed with the variation.
6. In all Variation Proposals, the Supplier shall ensure that:
 - 6.1 the price indicated by the Supplier must be the full price and shall cover all costs associated with the variation;
 - 6.2 if appropriate a range of prices is shown corresponding to the extent of the

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Services to be carried out;

- 6.3 the Variation Proposal details the effect, if any, on the Target Cost, reasonably incurred by the Supplier as a direct consequence of the Variation;
- 6.4 the Variation Proposal details the build-up to assessed effect (if any) on the Target Cost using a quantified Defined Cost estimate;
- 6.5 the Variation Proposal details the effect on the current Target Cost Breakdown and the Target Cost by submitting a new Target Cost Breakdown and new tables showing the proportion of Target Cost by Period and by Contract Year; and
- 6.6 the Variation Proposal includes such further information as may reasonably be required by the Company.
7. In an Emergency, both Parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
8. The Company will 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.
9. All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2 (Payment).
10. 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.
11. Strict adherence to the procedure described in this Schedule 6 Part A shall be a condition precedent to any addition to the Target Cost or amounts payable to the Supplier for the Services. If the Supplier does not adhere to each paragraph in this Schedule 6 Part A then the Supplier shall not be entitled to any addition to the Target Cost or amounts payable to the Supplier notwithstanding that the Supplier may have supplied additional or varied Services.

APPENDIX 1 : FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:	From:
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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:
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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:
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PART B – ADDITIONAL WORKS

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 1

Definitions

Additional Works means the provision, on a temporary and/or ad hoc basis, of any additional:

- (a) asset replacement or other remedial works or minor works; and/or
- (b) labour, in excess of any of the quantities set out in the Specification, to provide services which relate to the type and nature of the general scope of the Services but which are outside of the specific scope of the Services;

Additional Works Notice means a request for Additional Works from the Company that states on its face that it is an Additional Works Notice;

Additional Works Rates means the rates to be applied in respect of any request from the Company for Additional Works as contained in Schedule 2 (Payment);

Revised Additional Works Notice has the meaning given to it in paragraph 2.4 of Part 2 of this Schedule 6 Part B.

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 2

Additional Works

1. Additional Works Notice

1.1 Where Additional Works are required by the Company, the Company shall submit to the Supplier an Additional Works Notice.

2. Supplier Response and Company Confirmation

2.1 Within five (5) Working Days of receipt of the Additional Works Notice, the Supplier shall confirm in writing to the Company as relevant and in accordance with this Part 2:

2.1.1 the cost of performing the required Additional Works;

2.1.2 the time period for performing the Additional Works; and

2.1.3 when it is proposed the Additional Works are to be carried out.

2.2 The cost of implementing the required Additional Works shall be calculated by reference to paragraph 3 of this Part 2.

2.3 Other than the costs referred to in paragraph 2.2 of this Part 2 the Supplier shall make no charge to the Company for processing, implementing or managing Additional Works.

2.4 The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 2.1 of this Part 2 to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Works are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days (unless otherwise instructed by the Company), the Company shall have sole discretion to determine the terms and such terms shall be notified to the Supplier in a revised Additional Works Notice (the "Revised Additional Works Notice").

2.5 Where the Company accepts the information provided by the Supplier pursuant to paragraph 2.1 and following receipt of an instruction by the Company to proceed with the Additional Works, the Supplier shall then carry out the Additional Works in accordance with the agreed Additional Works Notice or Revised Additional Works Notice (as applicable).

2.6 Notwithstanding the right of the Supplier to refer a Dispute in relation to an Additional Works Notice to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure), in the event of a Dispute, the Supplier is required to implement the Additional Works pending the outcome of the Dispute.

3. Pricing of Additional Works

For the purposes of paragraph 2.2 of this Part 2, the cost of implementing any Additional Works shall be calculated in accordance with the calculation set out in Schedule 2 (Payment) and on the basis that:

- 3.1 wherever practicable the Supplier shall procure that such works are carried out by existing on-site and suitably qualified Supplier Personnel and no labour element shall be charged to the Company in respect of such works. Where such Additional Works are not carried out by existing on-site and suitably qualified Supplier Personnel, the cost of the labour element shall be calculated in accordance with the Additional Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable;
- 3.2 subject to paragraph 3.3, the materials element shall be charged at the cost of materials to the Supplier or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto; and
- 3.3 an uplift of ██████ shall be payable by the Company to the Supplier in respect of the Additional Works.

4. Implementation

- 4.1 The Supplier shall perform the required Additional Works so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 2.1 of this Part 2 (or agreed by the parties pursuant to paragraph 2.4 of this Part 2).
- 4.2 The Supplier shall notify the Company when it believes the Additional Works have been completed.
- 4.3 Where the Supplier has either:
 - 4.3.1 failed to provide a response pursuant to paragraph 2.1 of this Part 2;
or
 - 4.3.2 failed to fully implement the Additional Works within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 4.1 of this Part 2 as being the date on which the Additional Works should have been implemented,

then the Company shall be entitled to exercise its rights pursuant to Schedule 12 (Performance Measurement).

5. Payment

- 5.1 Where the Additional Works have been performed to the satisfaction of the Company acting reasonably the Supplier shall include the costs of the relevant Additional Works in its next following Payment Application submitted pursuant to Clause 18.1 following completion of the relevant Additional Works.
- 5.2 All amounts payable in respect of Additional Works shall be invoiced and paid

in accordance with the procedure described in Clause 18 of this Contract.

6. Documentation and Monitoring

- 6.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Works unless otherwise agreed between the parties.
- 6.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Works, save for the encompassing of the subject matter of the Additional Works within the Specification.
- 6.3 The Supplier shall keep a record of all Additional Works processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

7. Disputes

Any Dispute may be referred by either party for resolution pursuant to Schedule 14 (Dispute Resolution Procedure), but the Supplier shall, nevertheless, be required to perform the Additional Works within the prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Works.

8. Applicability of the Contract

In providing the Additional Works, the Supplier shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Supplier in respect of the provision of the Services shall apply equally to the provision of the Additional Works.

SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

PART A: HEALTH & SAFETY

1. Summary
2. Non-LUL Health & Safety
3. LUL Health & Safety (QUENSH)

PART B: QUALITY

PART C: ENVIRONMENTAL REQUIREMENTS

SCHEDULE 7 PART A: HEALTH & SAFETY

1. SUMMARY

1.1 POLICY

At all times the Supplier shall have and shall maintain an appropriate health and safety policy ("Health & Safety Policy") which outlines a commitment to the prevention of injury, ill health and continual improvement by establishing, implementing and maintaining a programme for achieving its objectives which includes:

- Designation of responsibility and authority for achieving objectives at relevant functions and levels
- The means and time-frame by which the objectives are to be achieved
- The objectives shall include commitments to the prevention of injury and ill health, compliance with applicable legal requirements and with other requirements to which the organization subscribes, and to continual improvement

The Supplier shall demonstrate commitment by ensuring the availability of resources essential to establish, implement, maintain and improve occupational health and safety.

1.2 ORGANISATION

1.2.1 Control

The Supplier shall define roles and allocate responsibilities and accountabilities to facilitate effective health and safety management and shall ensure that persons in the workplace take responsibility and are accountable for the aspects of occupational safety and health over which they have control.

1.2.2 Competency and Training

The Supplier shall ensure that any persons under its control are competent on the basis of appropriate education, training or experience. It shall provide training or take other action to meet these needs, evaluate the effectiveness of the training or action taken, and retain associated records.

The Supplier shall designate sufficient competent staff, subject to the approval of the Company's Representative or designated deputy, to support the Supplier to assist him them in undertaking the measures they need to take to comply with the requirements and prohibitions imposed upon them by or under the relevant statutory provisions as detailed in the Management of Health and Safety at Work Regulations 1999 regulation 7 or any subsequent amendments.

As a guide, the level of competency can be assumed to be a higher (Diploma level) qualification accredited by the Qualifications and Curriculum Authority or the Scottish Qualifications Authority.

1.2.3 Communication and Consultation

The Supplier shall establish, implement and maintain procedures for effective communication both internally and with other suppliers, visitors and interested parties.

The Supplier shall establish, implement and maintain a procedure for the participation of workers in respect of hazard identification, incident investigation and development and review of health and safety policies and objectives.

The Supplier shall consult and ensure workers are represented on occupational health and safety matters. Workers shall be informed about their participation arrangements, including who is their representative.

1.3 ARRANGEMENTS FOR ASSESSING AND MANAGING RISK

1.3.1 The Supplier shall issue health and safety procedures and associated documentation, the format and content of all documentation and procedures being subject to approval of the Company.

1.3.2 The Supplier shall establish, implement and maintain a procedure for the ongoing hazard identification, risk assessment, and determination of necessary controls. The Supplier's methodology for hazard identification and risk assessment shall be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive and provide for the identification, prioritization and documentation of risks and the application of controls. They shall be:

- When determining controls, the Principles of Prevention (detailed in the Management of Health and Safety at Work Regulations 1999, regulation 4) should be applied
- The contractor shall document the significant risks and display the assessment and method statement at point of works.
- The Supplier shall keep the results of hazard identification, risk assessments and control measures up-to-date

1.3.3 The Supplier personnel and any sub-contracted personnel shall hold a current and approved health and safety certification (for example an approved industry certification such as the CSCS card) in order to undertake works on any part of the TfL Network and Sites. The Supplier shall appoint a person with overall responsibility for managing health and safety when undertaking operational maintenance activities and other associated property works including verification and certification works and the operation of a permit to work system.

1.4 MONITORING AND REVIEW

The Supplier shall review their safety management system at regular and planned intervals, and adjusted as necessary, to ensure that the objectives set in the Supplier's Health & Safety Policy are achieved.

1.4.1 The Supplier shall develop implement and maintain monitoring and measuring processes including but not limited to:

- Independent auditing
- Workplace inspections
- Regular meetings and communications at all levels
- Feedback to staff regarding health and safety concerns

1.4.2 **Incident Investigation**

The Supplier shall establish, implement and maintain a procedure to record, investigate and analyse safety incidents in order to:

- Determine the root cause of the incident (management failings) and the subsequent underlying occupational health and safety deficiencies/other factors that contributed to the incident
- Identify the need for corrective and preventative action and opportunities for continual improvement
- All incidents occurring on TfL premises are to be reported to the Company using the TfL Accident and Incident Reporting Systems
- In respect of serious incidents which have (or could have) resulted in significant injury or property damage and those incidents where enforcement authorities are involved or have been informed, the Supplier shall ensure that procedures exist to ensure that TfL are informed immediately
- The results of incident investigations shall be documented and maintained and reported to TfL at least quarterly
- The Supplier will fully cooperate and liaise with the Company's Representative and any other parties regarding investigation into incidents in compliance with the Company's requirements.

1.4.3 The Company reserves the right to stop any works, operations or actions of the Supplier's personnel or sub-contractors, if in the opinion of the Company or his representative, the manner in which these are being undertaken constitutes a risk to the safety and or health of persons or damage to property.

1.4.4 When establishing and reviewing its objectives, the Supplier shall consider its technological options, its financial, operational and business requirements, and the views of relevant interested parties.

1.5 AUDIT

- 1.5.1 The Supplier shall ensure that all processes in respect of safety and health are in place during the life of the contract are documented and made available for inspection and/or audit by the Company or its representatives at all times.
- 1.5.2 The Company shall have the right to conduct or commission an audit of the Suppliers' health, safety, quality, and environmental management system and activities at any time.

SCHEDULE 7 PART A: HEALTH AND SAFETY

2. NON-LUL HEALTH & SAFETY

Facilities Management Contract: Non LUL locations, including Surface Transport and TfL Head Office locations- Health and Safety Contract Conditions

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Purpose

The purpose of the TfL Surface Transport and non-LUL locations Health and Safety Contract Conditions (the “HSCC”) is to control risk down the supply chain for contracted work on TfL Network property or other TfL premises under the remit of Surface Transport and TfL Head Offices.

Note: The requirements detailed are in addition to legislative requirements, British and European standards and industry good practice.

1 Scope

This HSCC applies to facilities management works, activities or services supplied to Company which take place on Company Operational Property or other premises under the management of Surface Transport which affect/impact upon the operation of the Company network. The Company determines the relevant conditions on the basis of risk associated with the works, activities or Services being undertaken.

2 Roles and Responsibilities

2.1 The Company

The Company shall:

- 1) be responsible for ensuring the requirements outlined in the HSCC are managed in all contracts where they are applicable; and
- 2) identify the point of contact that will represent the Company.

This representative shall be responsible for ensuring compliance with the Company’s requirements. This work may be amalgamated within other, recognised roles within the Company.

2.2 The Supplier

The Supplier shall be responsible for managing the activity of the Supplier and their supply chain so that compliance with the HSCC is achieved.

The Supplier shall:

- 1) be responsible for satisfying HSCC requirements applicable to the works;
- 2) have or develop a comprehensive knowledge of the HSCC;
- 3) have or develop an understanding of how “works” can impact on the Surface Transport network, and non-LUL locations, including the Company’s staff, customers and assets;
- 4) ensure that all suppliers forming part of the supply chain (sub-contractors), including nominated Company contractors, comply with all applicable HSCC; and
- 5) upon Contract Award, identify the point of contact who will represent the Supplier and their supply chain, where applicable.

This representative shall assure the Company that full compliance with the HSCC is being achieved by the Supplier and its supply chain, where applicable. This work may be amalgamated within other, recognised roles within the Supplier.

Note: The intention is to accommodate this work within the Supplier's delivery team without creating a specific role. The point of contact should be a co-ordination function.

3 Arrangements for the Management of Health and Safety Risks

The Supplier shall develop and document arrangements for managing health and safety risks. The Supplier shall:

- 1) ensure that the arrangements demonstrate the approach and structure of the health and safety management to be employed in performance of the Contract; and
- 2) maintain and periodically review the arrangements and forward amendments to the Company.

4 Supplier's Selection of Sub-Contractors

The Supplier shall ensure that its procurement management system evaluates and selects Sub-Contractors not solely on the basis of cost, but also for their health and safety knowledge, skills, experience and their ability to meet the Company's requirements. The Supplier shall provide, with their tender, details of the basis for the selection of all proposed Sub-Contractors and how they are selected.

5 Construction Design and Management Regulations (CDM) 2015

See Clause 29 of the Contract.

6 Emergency Plan

Where the Supplier has control of a Site or enclosed/segregated area, the Supplier shall prepare emergency plans (being a document setting out a planned and co-ordinated response to a sudden hazardous occurrence or danger, which requires immediate action) relating to fire and other health, safety and environmental emergencies and ensure that all Supplier Personnel are aware of the arrangements set out therein. The emergency plan shall define the arrangements, procedures and measures that will be implemented to eliminate or minimise the identified hazards, and the potential hazards, including those specified by the Company. The emergency plan shall:

- 1) clearly state the procedures to be adopted for each emergency;
- 2) list the duties and responsibilities of member of Supplier Personnel on Site;
- 3) identify a party with responsibility for liaison with the emergency services; and
- 4) include the names and telephone numbers of the Supplier Personnel (including mobile telephones if applicable) who can organise or assist with emergency action (including safety, fire or environment) in the event of an incident occurring on the Site outside normal working hours or when the Supplier is absent from the Site.

All such plans shall reflect and be complementary to the local Company evacuation procedures for the location.

The emergency plan shall be kept on Site along with any other documents, posters or notices required by law or directed by the Company. Where the works, activities or Services being provided is carried out on an "ad-hoc" basis, e.g. fault repair, the emergency plan shall always be available on Site while work is in progress. The Supplier shall provide the Company with a copy of the emergency plan.

Where the Supplier is working within a non-enclosed/unsegregated area under the management of the Company, the Supplier shall ensure that all Supplier Personnel are made aware of and comply with the emergency arrangements for the Site.

7 Risk Assessments and Method Statements

The Supplier is free to use its own format for risk assessments and method statements.

The Supplier shall provide the Company with a schedule of risk assessments and method statements 21 days prior to the Commencement Date. This shall include risk assessments for any chemical being used. The Company shall notify the Supplier within seven (7) days of any risk assessments or method statements that the Company wishes to review.

In the event of any changes or additions to the documentation referenced in the schedule of risk assessments, a revised schedule of risk assessments shall be provided to the Company 21 days in advance of the application of the new or revised arrangements.

8 Health, Safety and Environment File

The Company shall provide information and any other stored health and safety information on the known or potential hazards and risks that are present at a location. The Supplier shall supply the information to any party requesting it who is either engaged or potentially involved in work at that location and shall provide the Company with all relevant information to ensure that any health, safety and environment file is adequately maintained.

9 Pre-start Company Health, Safety and Environment Meeting

The Company shall determine the need for a specific pre-start health, safety and environment meeting. Where required, the Company shall invite (as appropriate) representatives from the London Fire and Emergency Planning Authority (LFEPA), the Supplier's Representative, Supplier Site representatives and any specialist representatives to attend a pre-start meeting, such as a representative from the Company Enforcement and On-Street Services team to discuss work likely to affect passenger or traffic flow, crime prevention and general security.

10 Supplier's Site Induction

The Supplier shall ensure that Supplier Personnel and any visitors to the Site are made aware of the Supplier's health, safety and environmental requirements specified in the Contract relevant to Site safety.

11 Supervision

The Supplier shall submit to the Company details of the Supplier's proposed level of supervision of activities or works on Site.

12 Access to Health and Safety Advice and Support

The Supplier shall provide the name, contact details and evidence of competence of the health and safety advisor appointed to support the Contract.

13 Provision of Health and Safety Performance Information

The Supplier shall provide health and safety performance data in accordance with the requirements and timescales notified by the Company. This information may include, but shall not be limited to, incidents, hours worked and results of monitoring activities, relating to its own organisation and any Sub-Contractors employed pursuant to the Contract.

14 Supplier Personnel Requirements

14.1 Behaviours

14.1.1 General

The Supplier shall take appropriate actions to prevent and eliminate unacceptable behaviour or conduct. The Supplier shall comply with Site rules and the instructions of Company employees or representatives, where these do not conflict with the health and safety of staff or safe operation of the property/infrastructure. The Company reserves the right to object to and (where appropriate) immediately expel any of the Supplier Personnel or supply chain employed on the works.

14.1.2 Alcohol and drugs

Supplier Personnel are prohibited from consuming alcoholic drinks or consuming or using drugs at work, or from being under the influence of alcohol, drugs or other substances that might impair the proper performance of their duties on the Sites or Company infrastructure. Drugs prescribed by a medical practitioner shall be assessed for their impact on the safe completion of tasks and compatibility with the working environment.

14.1.3 Smoking

Supplier Personnel are prohibited from smoking on the Sites, including the use of e-cigarettes or vaping devices.

14.2 English language

The default language for all Supplier Personnel and Services to the Company shall be English and this requirement shall extend to:

- 1) oral communications; and

- 2) all written communications and instructions including any training or technical material provided by any Supplier following the modification, renewal or replacement of any asset.

Those Supplier Personnel that have responsibility for managing the Contract whilst working on the Sites or Company infrastructure shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

The Supplier shall ensure that an English speaking supervisor is present during works at all Sites/Company infrastructure.

The Company may permit the presence of Supplier Personnel who are not competent in the English language provided that the Supplier can demonstrate to the satisfaction of the Company that:

- 1) such Supplier Personnel will receive the required safety training/briefing (including any emergency procedures) before commencing work pursuant to the Contract; and
- 2) the Supplier shall make appropriate arrangements to ensure that instructions are effectively communicated to, and understood by, all such Supplier Personnel.

15 Competence

15.1 General Competence Requirements

The Supplier shall ensure that all Supplier Personnel and those of its appointed supply chain have the necessary knowledge, skills and experience and are fully aware of the HSCC and the controls and processes to manage the risks pertinent to both the Services and individual staff roles. This shall include, but shall not be limited to, the following:

- a) H&S advisors to have Chartered H&S status;
- b) members of the management team to hold IOSH Managing Safety (or equivalent); and
- c) supervisory Supplier Personnel to hold IOSH Working Safety (or equivalent).

The Supplier shall provide, at the Commencement Date and thereafter maintain, a matrix of training certification and competencies for all parties delivering the Contract.

The Supplier shall:

- 1) hold a record of all licences, permits and certificates issued to Supplier Personnel;
- 2) allow sufficient time to ensure that Supplier Personnel are properly trained and registered before performing Services under the Contract; and
- 3) ensure that evidence of licences, permits, certificates and other training are available at the relevant Site, or in the case of mobile workers, in their vehicles.

If Supplier Personnel fail to produce the required licences when requested to do so by any member of the Company's staff, they shall be required to leave the Site(s) immediately. No cost or delay incurred by the Supplier as a result of such a failure will be accepted by the Company.

15.2 Asset Specific Competence

Suppliers shall demonstrate to the Company the competency to perform works on specific assets as required by the governing standards.

15.3 Company Specific Permits and Licences

Where licences or permits are required, the Supplier shall ensure these are prominently displayed at all times during performance of the Services and in a position and manner approved by the Company. If the licence or permit is defaced, removed or obstructed without authority, the Supplier shall apply for it to be replaced immediately (at its own cost).

The Supplier shall apply for permits, licences, closures or authorisations to the Company in accordance with the timescales associated with the specific permit, licence or authorisation requested, or at least 14 days prior to the proposed commencement date, whichever is greater.

Permits, certificates and licences are issued on an individual basis and are not transferable to other persons or organisations. If any of these documents are lost or damaged, the Supplier must advise the Company as a matter of urgency.

16 Identification of Supplier Personnel

Supplier Personnel shall carry a means of identification displaying their name, photograph and their employing company's name at all times, and for Sub-Contractors, this shall also include the Supplier's name.

Supplier Personnel shall wear high visibility clothing, which carries the Supplier's name, at all times when on the Sites or on or about the Company's network.

Where, following a risk assessment, the wearing of a separate high visibility garment could produce a risk of personal injury, the Supplier shall agree other arrangements with the Company's Representative to ensure that Supplier Personnel are easily identified.

17 Clothing

The Supplier shall not wear any garment or article that impedes their vision or hearing when working on the Sites/Company's infrastructure, unless required as part of a safe system of work, such as hearing protection.

The wearing of hats, clothing with hoods and any other headwear is prohibited when working on the Sites/Company's infrastructure, with the exception of:

- 1) hoods or headwear required as PPE in response of a risk assessment; and
- 2) headwear specifically designed:

- to be compatible with PPE; **and**
- not to impede vision or hearing.

18 Not used.

19 First Aid

The Supplier shall make its own first aid arrangements.

20 Access

20.1 General Access Requirement for Locations and Buildings

A minimum of 72 hours' notice shall be given by the Supplier to the Company's Representative in order to gain access to the Sites.

20.2 Shared Access

There may be instances where the Supplier cannot have sole occupation of a Site. In such circumstances, the Company shall facilitate a discussion between the relevant parties and shall reach a working agreement with the relevant parties.

20.3 Access to Location Under the Control of a Principal Contractor

Where access is required to a location under the control of a Principal Contractor (as defined in the CDM Regulations), arrangements shall be made via the Company's Representative. The Supplier shall comply with the Principal Contractor's access requirements, site rules and PPE requirements. The Supplier shall provide the Principal Contractor with the risk assessments and method statements for the activities being undertaken within the area under the Principal Contractor's control.

20.4 Access to Secure Rooms

Requests for access to secure rooms shall be requested via the Company's Representative. All equipment within such rooms must be protected by a dust-proof screening. The Supplier shall not use such rooms as stores or workrooms.

20.5 Entering areas with gaseous fire suppression systems

Certain rooms on the Sites are currently fitted with a gaseous fire protection system. The Supplier shall not enter these rooms without the Company's Representative's prior approval.

20.6 Controls at Point of Access

The Supplier must be prepared to show evidence of:

- 1) any required authorisation, certificates and licences (as appropriate);
- 2) appropriate Personal Protective Equipment (PPE);
- 3) the relevant health, safety and environment arrangements and safe systems of work; and

- 4) risk assessments, including Safety Data Sheets for any chemicals to be used or stored on a Site.

21 Incidents

21.1 Incident Management

The Supplier shall have contingency plans and remedial measures for incidents, including provision of support for individuals experiencing trauma as a consequence of an incident.

21.2 Notification and Reporting of Incidents

The Company shall be notified as soon as practicable of incidents which:

- 1) affected or could have affected the Company's employees, customers, or other parties affected by the Company's operations; or
- 2) occurred within the boundary of the Sites or Company infrastructure or affected the Company's operations.

To whom notification shall be made shall be agreed with the Company via the Company's Representative. The Supplier may make initial notification verbally.

The Supplier shall provide the Company with a written incident report within 24 hours of the incident occurring.

21.3 Accidental Damage, Obstruction or Interference with Assets

Should any damage occur to an asset, the Supplier shall immediately report the damage to the Company's Representative on Site (where available) or to the Company's Representative for the Contract.

The Supplier is not permitted to rectify the damage for works out of scope without authorisation from the Company, as this may increase the risk of a consequential incident.

21.4 Notification to Regulatory Bodies

The Supplier shall directly notify the Health and Safety Executive ("HSE"), where required under the Reporting of Injuries, Diseases or Dangerous Occurrences Regulations ("RIDDOR"), of incidents related to the Company's business which:

- 1) involved Supplier Personnel; or
- 2) occurred outside the boundary of a Site/Company's infrastructure.

Such notification shall be made within the time-scale and by the means specified by the relevant regulator.

21.5 Incident Investigation

The Supplier shall ensure that all incidents are subject to an appropriate investigation by a competent person. The investigation shall:

- 1) identify the immediate cause(s) of the incident;
- 2) identify the root cause(s) of significant incidents;
- 3) identify and implement actions to minimise the risk of recurrence; and
- 4) provide a record of the key findings and recommendations of the investigation.

Suppliers shall provide copies of the incident investigation report and details of the actions being taken to prevent recurrence to the Company as soon as reasonably practicable.

The Supplier shall cooperate with any Company investigation undertaken in relation to the incident(s).

21.6 Notification of Regulatory Concern or Action

The Supplier shall notify the Company of any regulatory concern or action related to the performance of the Services no later than by the end of the following Working Day. The notification shall include a description of the concern or action, the response and any additional information to aid understanding. Copies of any communication made in connection with the regulatory concern or action shall also be provided by the Supplier.

22 Monitoring

22.1 Health, Safety and Environmental Surveillance by Supplier Personnel

The Supplier shall submit to the Company details of the Supplier's proposed level of Site health, safety and environmental surveillance, together with the nomination of health, safety and environmental supervisors and officers who will have an overview of all Site health, safety and environmental matters. Such details shall include outline arrangements for:

- 1) safety tours and detailed safety inspections; and
- 2) the auditing of Site activities to ensure that the correct health, safety and environmental management procedures are being followed.

22.2 Monitoring of Supplier Personnel

The Supplier shall monitor the performance of Supplier Personnel or other parties within its supply chain and ensure that the results are used to:

- 1) control their activities; and
- 2) assess its suitability for future works.

These results (records) shall be made available to the Company upon request.

22.3 Company Inspection and Audit of Services Locations

The Supplier shall provide full and free access to the Company for the purpose of carrying out audits and Site inspections to monitor compliance with the HSCC.

The Company may at any time undertake inspection of the equipment and audit or check any aspect of the Supplier's performance of the Contract. The Company shall inform the Supplier of the objective of any audit prior to its commencement.

The Supplier shall promptly provide all reasonable co-operation to the Company in relation to any inspection, audit or check, including, but not limited to:

- 1) granting access to any Site, equipment, plant, machinery or systems used in the Supplier's performance of the Contract, or where such Site, equipment, plant, machinery or systems are not the Supplier's own, using reasonable endeavours to procure such access;
- 2) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and alteration to data during the audit;
- 3) making any contracts, other documents and records referred to in the HSCC available for inspection; and
- 4) providing a reasonable number of copies of any contracts, other documents and records referred to in the HSCC, required by the auditor, or granting copying facilities to the auditor for the purposes of making such copies.

The Company shall have the right to carry out such inspections or audits, as it considers necessary. The Supplier shall make available, at the Supplier's own cost, any of its specialist Supplier Personnel as may be agreed necessary for the performance of such inspections or audits carried out by the Company.

The Supplier shall work closely and co-operate fully with the Company and Company staff on matters of health, safety and environment. The Supplier shall fully and unreservedly accept that responsibility for the safety of the Services and works rests with the Supplier. The participation of Company staff or their agents in inspections and audits does not in any way absolve the Supplier from that responsibility.

22.4 Timescales for Rectifying Non-Compliances

The Company and the Supplier shall agree a reasonable timescale for rectifying any non-conformances or sub-standard conditions that are identified during any audit or inspection.

23 Site Health, Safety and Environment Committee

The Company shall consider whether or not there is the need for a separate health and safety meeting, and consideration shall include the size and extent of the works and also the level of risk involved.

Where required, the Supplier's health and safety officer(s) or designated representative shall attend the meeting, to be established and chaired by the Supplier's Representative.

Where no specific health and safety meeting is required, such matters shall be dealt with through the contract performance meetings under Schedule 21 (Performance Management) at least once each Period or more regularly if required.

The Supplier shall assess and implement without delay any decisions or recommendations made at the meeting.

24 Protective Barriers

The Supplier shall provide suitable barriers in work areas, including provision for associated exclusion zones, where required, to prevent unauthorised access or harm to Company staff, customers and the general public.

25 Site Security

Access gates must be kept shut at all times. Where it is necessary to have a gate open for the movement of materials, the Supplier shall place Supplier Personnel at the gate to prevent unauthorised access.

The Supplier shall make the Site safe and secure at the end of each shift and shall fit all access doors with suitable locks for this purpose.

26 Site Housekeeping

The Supplier shall keep the Site in an orderly state appropriate to the avoidance of danger to persons and avoidance of adverse impact on the environment.

Fire exits and escape routes must be kept clear of obstructions and flammable material at all times.

Toxic or flammable substances such as paint, thinners, varnish etc. shall be stored in sealed tins at all times when not in use.

The Supplier shall ensure that the Site is free from all of the Supplier's equipment, materials and waste at the end of each day, on completion of the works/Services or when the Site is returned to normal operations, unless storage is authorised by the Company's Representative on Site (where available) or the Company's Representative for the Contract.

The Supplier shall make suitable provision for disposing of unused or redundant assets and materials, and is responsible for determining the correct disposal methods. Consideration should be given to reusing and recycling these materials. The Supplier shall ensure that the Company is informed of plans for disposing of assets and materials.

27 Storage

27.1 General Requirements for Storage on the Sites

The Supplier shall:

- 1) ensure that all storage locations are agreed with the Company;

- 2) not store any material in a position where it could fall, slip, roll or be blown onto operational equipment and facilities, public highway, or walkways;
- 3) carry out a thorough safety inspection at the end of each shift and after use of the storage area to ensure that stored items are secure;
- 4) comply with all legislation and relevant Environment Agency guidance notes in respect to oil, liquid and other potential pollutant storage;
- 5) store liquids in enclosures or trays to contain any spills or drips;
- 6) protect and store materials in such a way as to minimise unnecessary damage, wastage, spoiling of goods or environmental harm; and
- 7) not store any hazardous materials on the Sites except where permitted and agreed in advance by the Company, in the quantities and containers and in the conditions and locations specified.

27.2 Use of Designated Cleaner's Cupboards

The Supplier may make use of any assigned cleaner's cupboards for the storage of cleaning materials. No other types of material may be stored.

No dedicated storage provision will be provided at Sites where such facilities are not available.

27.3 Roadside Storage of Materials

The Supplier shall only store at the roadside the types of materials relating to the specific activities and requirements of the works/Services at that Site in the quantities required to complete the relevant task. All excess material shall be removed from the roadside on completion of the task.

28 Delivery of Materials

28.1 Conveyance of Materials

The Supplier shall not deliver materials through public areas of the Sites during operational hours, except with the approval of the relevant Company operational manager. The Supplier shall also consider the environmental impacts associated with deliveries to prevent nuisance to nearby premises.

Where it is necessary to wedge open fire or glass doors for the movement of material and equipment, the wedges must be removed immediately after the movement is complete.

28.2 Conveyance of Hazardous Materials and Substances

Where approved for use by the Company, the Supplier shall transport materials and hazardous substances in the required containment and in a manner addressed and agreed with the Company under an accepted safe system of work.

29 Asbestos (Non-Asbestos Removal Projects)

The Company shall provide information on relevant asbestos registers to the Supplier. In TfL Head Office Sites, no work is to be undertaken without first applying for and obtaining an asbestos impact assessment.

In the absence of information and prior to any works being undertaken, the Supplier shall confirm the presence or absence of any asbestos and the status and condition of the proposed work locations to the Company.

Where the Supplier believes that they have disturbed asbestos as a consequence of its works, it shall stop work immediately and notify the Company's Representative for the Site or asset.

The Supplier shall ensure that all Supplier Personnel are fully aware of the Company's requirements in respect of asbestos management.

The Supplier shall keep records of all disturbances of asbestos and details of its Supplier Personnel who were potentially exposed.

30 Isolation of Electrical Services

Under no circumstances is live working permitted. The Supplier shall not interrupt electrical services without permission from the Company's Representative.

31 Work On or Adjacent to Utilities and Overhead/Buried Services

The Supplier shall consider the presence of overhead/buried services when planning works. The Supplier shall consult with the Company as early as possible to ascertain whether any electrical distribution cables or apparatus, or other utility services will be affected by the proposed works.

The Supplier shall ensure work methods take account of overhead/buried services. The Supplier shall ensure all risk assessments consider such hazards and stipulate the controls required to prevent such hazards being realised. The Supplier shall make all necessary arrangements to safeguard the overhead/buried services.

No construction activity may be carried out in the proximity of any services unless prior permission has been given by the utility provider and the Company.

32 Illumination of Hazardous Areas and the Provision of Warning Signs

The Supplier shall ensure that hazardous areas for which it is responsible are adequately illuminated and relevant warning signs are provided/suitably displayed at all times.

33 Temporary Lighting and Power Suppliers

The Supplier shall obtain approval from the Company for the design of lighting or other electrical installations where it is proposed to use the Company's power supply. This is to allow the Company to check that the lighting will not cause any problems. The use of generators shall be approved by the Company in advance.

34 Screening of Lights and Positioning

All lights or lasers provided by the Supplier shall be placed or screened so as not to cause any confusion with or interference with any signal lights on the highway or signal lights of any local or other authority. If directed, the Supplier shall take appropriate action, and replace any such lights/lasers in positions to be approved by the Company. This approval shall not preclude the Company giving further directions about the replaced lights or lasers.

Temporary lighting festoons shall have cages around bulbs and if in exterior locations, shall have the correct IP rating.

Lights shall be angled and controlled so as to not interfere with adjacent properties and to minimise glow in the sky.

35 Fire Prevention

35.1 General Requirements for Fire Prevention

The Supplier shall not:

- 1) use solvent based products except where it is agreed with the Company that they are needed for technical reasons;
- 2) dispose of waste or other materials by burning on any site;
- 3) take or store anywhere on the Sites or Company infrastructure any cylinders of industrial or flammable gases and containers of flammable or volatile substances without the prior written permission of the Company;
- 4) overload power sockets at any time or use any adapters in connection with electrical equipment and power outlet sockets;
- 5) relocate existing fire points;
- 6) obstruct existing fire points, call points, hydrants and extinguishers ensuring that they are available for operation at all times;
- 7) obstruct or obscure exits, signs and means of access, emergency stairs and doors;
- 8) use, or permit to be used, fire fighting equipment and appliances for any purpose other than fire fighting;
- 9) use or provide dry powder extinguishers;
- 10) store, or allow to accumulate, any flammable or combustible materials on site, except as authorised by the Company; and
- 11) obstruct, interfere with or remove existing fire plans.

The Supplier shall:

- 1) ensure that all Supplier Personnel are fully aware of Company requirements in respect of fire prevention and protection;
- 2) take strict precautions to protect the Site, any adjacent property and all persons from fire;
- 3) minimise the quantities of approved flammable materials temporarily stored, which shall at all times be the minimum consistent with safety and construction requirements;
- 4) remove immediately all empty drums, empty containers, surplus or waste material and used packing materials from operational premises at the end of each working shift;
- 5) minimise all fire risks, including mopping up spillages or absorbing them in sand or other suitable material which shall then be disposed of by the Supplier;
- 6) ensure that existing facilities at the Site remain accessible;
- 7) request, via the Company, the isolation of fire detection equipment when any works may have an adverse impact on the equipment, e.g. smoke or dust, ensure that de-isolations are performed at the end of each period of work unless current exemptions are in place;
- 8) implement a system of hourly checks of the entire site in the event of such isolation being approved;
- 9) provide suitable and sufficient fire fighting equipment throughout the site when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company;
- 10) provide and maintain fire points in each work area and working level when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company. In all cases a fire point must be located within 20 metres of each Site;
- 11) protect the fabric of the building, its assets and decorations with suitable non-combustible material and take every precaution to prevent damage by scorching or fire;
- 12) provide the Company with full information on moves and consequent changes, however minor, which may affect fire plans;
- 13) prepare emergency plans that reflect the Company's local arrangements;
- 14) make such alterations and additions to the fire protection arrangements as the Company may reasonably require;
- 15) make information available on request to the Company and any other authority that requires it; and
- 16) make adequate provision for raising the alarm in case of fire.

35.2 Temporary Fire Points

Where identified as being required by either a risk assessment or by the Company, the fire point shall be constructed by the Supplier in a manner which is easily recognisable.

35.3 Hot Works

Where hot works are being undertaken by the Supplier, including work causing heat, dust and smoke generation, a “permit to work” system shall be used (see paragraph 35.5 below). Where activities will create heat, dust or smoke, any smoke detection system present must be disabled, with the prior agreement of the Company’s Representative on Site.

35.3.1 Fire Watch

Areas containing easily ignitable materials and places affected by flame, sparks or heat are to be inspected regularly by the Supplier during the works and at the cessation of works, to ensure that no conditions exist which may lead to an outbreak of fire.

35.4 Gas Cylinders

35.4.1 Storage of Gas Cylinders

The Supplier shall:

- 1) only store gas cylinders in locations approved by the Company;
- 2) not store them in a position that will cause an obstruction to passageways, passenger areas, or staff accommodation, or be near any source of ignition;
- 3) ensure that cylinders are stored in locked cages, kept vertical and properly fixed and supported;
- 4) ensure that all hoses and cylinder keys are removed from cylinders and kept close to hand;
- 5) use cylinder trolleys for all movements of gas cylinders and all cylinders shall be secured to the cylinder trolley by either a suitable chain or strap; and
- 6) provide signage at the entrance of premises when gas cylinders are being stored.

35.4.2 Use of Gas Cylinders

Hoses connected to gas cylinders shall be of the braided or armoured type to prevent damage and risk of gas leakage and fitted with flash arresters.

35.5 Permit to Work

Due to the operational criticality of the Services, the Supplier shall appoint competent person(s) to operate stringent permit to work/access procedures. Before any work is

carried out on any of the Sites, Supplier Personnel shall contact the Supplier's Representative and obtain a permit to work/access as necessary.

Permit to work systems shall include, but shall not necessarily be limited to:

- a) electrical systems;
- b) boilers and pressure systems;
- c) hot works;
- d) confined spaces; and
- e) certain working over water tasks.

Permit to access systems shall include, but shall not necessarily be limited to:

- a) access to ceiling voids in buildings;
- b) roof access; and
- c) restricted drains access. The Supplier shall note that a number of drains on the Sites are considered hazardous and any permit to access must be agreed in advance with the Company.

35.6 Electrical Services

The Supplier shall seek information on electrical integrity of the Sites or supplies and their isolation from the Company's Representative.

35.7 Working at Height

Prior to any roof construction or repair being undertaken, the Supplier shall consult with the Company's Representative with regards to the ability of a given roof to bear maintenance loads and foot traffic prior to carrying out the works.

Properly tended and secured ladders may be used if the job is one-off and does not involve 2-handed working at height. For a job which requires frequent ascent/descent, which takes more than 30 minutes or requires two handed working, proper, purpose-designed platforms shall be used by the Supplier.

35.8 Plant Rooms

The Supplier shall only enter plant rooms with the authority of the Company's Representative.

Works on the sewage systems and electrical distribution boards shall only be carried out by specialist Supplier Personnel.

Where isolation of the fresh water and sewage discharge systems is required, the Supplier shall consult with the Company's Representative prior to carrying out the works.

36 Temporary Works

The Supplier shall:

- 1) provide, maintain and remove, on expiry (or earlier termination) of the Contract, all temporary works needed for performance of the Services under the Contract;
- 2) submit detailed design drawings, calculations and specifications for all temporary works to the Company for acceptance;
- 3) ensure that designs are submitted at such times as agreed with the Company;
- 4) design all temporary structures to carry the loads they are required to support;
- 5) modify the detailed design drawings, calculations and specifications for temporary works, if required by the Company;
- 6) note that acceptance by the Company of the detailed drawings of temporary structures in no way relieves the Supplier of any responsibility under the Contract; and
- 7) the duration of the work shall be agreed with the Company.

37 Vehicles Carrying Out Mobile Works On or Adjacent to the Public Highway

The Supplier shall equip all vehicles carrying out mobile works on or adjacent to the public highway with:

- 1) a “roof-mounted” floodlight capable of providing adequate illumination of the Site; and
- 2) at least one “roof-mounted” lighting bar or flashing yellow lights which should only be activated when the vehicle is parked at a Site.

All works on the highway shall comply with the requirements of the Safety at Street Works and Road Works Code of Practice as a minimum.

38 Work on Piers

38.1 Risk Assessments and Method Statements for Piers

Risk assessments and method statements for works on piers shall reflect the unusual nature of the pier environment; recognising:

- 1) piers are floating pontoons on tidal water, surrounded by water that can be fast flowing and are subject to movement (sometimes quite sudden) caused by boat operations;
- 2) there is a risk of falling in the water when working outside the pier edge barriers (guard rails);
- 3) the river is used by a large number of commercial vessels which can create hazards close to the piers;

- 4) piers are accessible to boat operators and the public during operational hours and can often have large numbers of tourists and commuters passing along them (which may include non-English speakers, children and people with disabilities);
- 5) piers have limited access via ramps/brows that vary in angle of ascent/descent throughout the day;
- 6) piers contain confined spaces and plant rooms with restricted access and egress and potential risks from depleted or hazardous atmospheres;
- 7) most of the piers have unprotected roofs requiring fall prevention measures;
- 8) as a working environment, piers have a higher than average number of trip and snagging hazards; and
- 9) rats and mice live in the river walls and regularly appear on the piers, creating the potential for infections and diseases.

38.2 Induction to Piers

Before working on piers for the first time, all Supplier Personnel must have a site induction from the duty Pier Controller to familiarise them with the specific hazards associated with the piers. The "London River Services (LRS) Guide to Contractors" forms the main part of the induction and relevant Supplier Personnel are expected to familiarise themselves with the content prior to starting work. Copies will be supplied by the Company. Additional information or site tours will be provided as deemed necessary by the Pier Controller on duty or the Piers Manager.

38.3 Authorisation to Work on piers

Before starting work on LRS property, the Supplier shall obtain an authorisation to work from the Company. The Company shall indicate the duration of the authorisation.

When working on unmanned piers, Supplier Personnel are to telephone the LRS office on 0207 941 2400 to inform LRS staff of the start and completion of work. When working on a manned pier, the Pier Controller must be informed before work starts and when work has finished.

For emergency work and call outs to unmanned piers, authorisation may be given verbally by phone. The Supplier shall inform the Company of any hazards which may be created by the work.

38.4 Access to Offices at Piers

The Supplier shall not enter the offices at Tower, Westminster and Embankment piers without the permission of the Pier Controller and the tenant of the office.

38.5 Pier Keys

The Supplier shall return all keys to the Pier Controller or Piers Manager when jobs are completed or when leaving the Site.

38.6 Security of Piers

To minimise the risk to the public and in particular children from the river, the Supplier shall ensure that the boat access (barrier) gates are kept shut at all times. If it is necessary to have a gate open for the movement of materials, a member of suitably trained Supplier Personnel must be stationed at the gate to prevent public access to the water's edge.

38.7 Specific Storage Restrictions on Piers

The deck areas are not suitable for long term storage of materials and could present a slip/trip hazard to pier users and an obstruction to moorings and emergency escape routes. If storage on the deck is required by the Supplier, it must be by agreement of the Piers Manager and suitably guarded from the public at all times.

38.8 Confined Spaces on Piers

The Supplier shall manage entry into ballast tanks and other compartments on piers signed as confined spaces as confined spaces. Pier voids or tanks shall not be used for combustible material storage.

38.8.1 Additional Fire Watch Precautions on Piers

Particular attention must be paid by the Supplier to the other side of a steel bulkhead where welding is taking place.

38.9 Emergency Procedures on Piers

38.9.1 General Emergency Arrangements for Piers

In an emergency at a manned pier, the Supplier shall contact the Pier Controller, providing details of the incident type, location and nature of any injuries. At all other times, and on unmanned piers, the Supplier shall use the Emergency Call Point and call 999 and ask for the required emergency service.

38.9.2 Fire Procedures While Working at a Pier

On arrival at the pier:

- 1) If the pier is manned, the Supplier must contact the LRS Pier Controller.
- 2) If the pier is unmanned, the Supplier must familiarise itself with the fire exits, escape routes, emergency call points/alarm points and location of any fire fighting equipment.

38.9.3 Unmanned Piers - Action to be Taken on Discovering/Starting a Fire

The Supplier shall ensure that all parties working on piers are aware of the following emergency arrangements for unmanned piers:

- 1) shout "fire" loudly;
- 2) sound the pier fire alarm by breaking the glass at the fire alarm point;

- 3) if there are boat operators/staff on the pier, inform them immediately;
- 4) leave the pier by the nearest safe brow;
- 5) call the fire service by dialling 999, stating “Fire on (Name of) pier”; and
- 6) when all Supplier Personnel are safely off the pier and the emergency services have been informed, call LRS so that passenger services can be made aware of the issue and LRS staff can attend the scene.

38.9.4 Action on Hearing the Fire Alarm on Manned Piers

When the fire alarm sounds continuously, if it is safe to do so, the Supplier shall close all the windows in the work area and switch off all electrical apparatus in the work area.

The Supplier shall immediately evacuate their personnel to the fire assembly point via the brows (gangways) located near the centre of most piers. The Supplier shall report to the Pier Controller and either provide confirmation of the safe evacuation of Supplier Personnel or notify the Pier Controller of any Supplier Personnel who are unaccounted for.

If the Supplier considers that its actions have resulted in the alarm being sounded, following the evacuation, this shall be reported immediately to the Pier Controller. (On a smoke or heat detector, this will be confirmed by an illuminated red indicator and can only be reset from the main control panel).

Depending on circumstances at manned piers, the Pier Controller may arrange evacuation by boat. The Supplier shall follow the instructions of the Pier Controller at all times.

The Supplier shall not attempt to re-enter the pier until authorised by the senior fire officer or Pier Controller.

38.9.5 Medical Assistance on Piers

In the event of an emergency, the Supplier shall inform the Pier Controller if the pier is manned and then telephone 999 for an ambulance or the fire and rescue service at the pier.

The Supplier is required to make its own arrangements. Where this is not possible, the Company must be informed and agreement on first aid provision reached.

38.9.6 Spillage on Piers

The Supplier shall report any spillage to the Pier Controller.

38.10 Person accountable for the document

Person accountable for the document
Catherine Behan - Head of H&S – Surface Transport

38.11 Document history

Edition	Date	Changes	
A1	April 2016	1 st issue	CB
A1	May 2016	2 nd issue	CB. NH

SCHEDULE 7 PART A: HEALTH AND SAFETY

3. LUL HEALTH & SAFETY (QUENSH)

SCHEDULE 7 PART A: HEALTH AND SAFETY

3. LUL HEALTH & SAFETY (QUENSH)



F0780 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard S1552 "Contract QUENSH Conditions"

Fire Systems

Issue No.: A17

Issue date:

Review

August 2015

date:

August 2020

MAYOR OF LONDON

Contract Menu

Contract No: _____

Contract Name _____

Client: _____

Supplier: _____

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



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		N		
14.6	Clothing		Y		
15	Permits and licences		Y		
15.1	LU specific permits and licences		Y		
15.2	Permits, licences and certificates for Supplier's staff		Y		
16	The Principles of Access		Y		
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		Y		
17.1	Introduction		N		
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		N		
21.1	Requirements for closures		N		
21.2	Requirements for possessions		N		
22	Controls at point of access		N		
22.1	Publication of works		N		
22.2	Checks at point of access		N		
22.3	Signing-on with the Station Supervisor		Y		
22.4	Track specific requirements		N		
22.4.1	Person providing protection		N		
22.4.2	Possessions		N		
23	Removal of supplier's personnel from LU Premises		N		
24	Incidents		Y		
25	Notification of regulatory concern or action		N		
26	Confidential Incident Reporting and Analysis System (CIRAS)		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		
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		
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		N		
35.1	Conveyance of loads on lifts and escalators		N		
35.2	Conveyance of hazardous materials and substances		N		
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		N		
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		N		
42.3	Timber		N		
42.4	Composites		N		

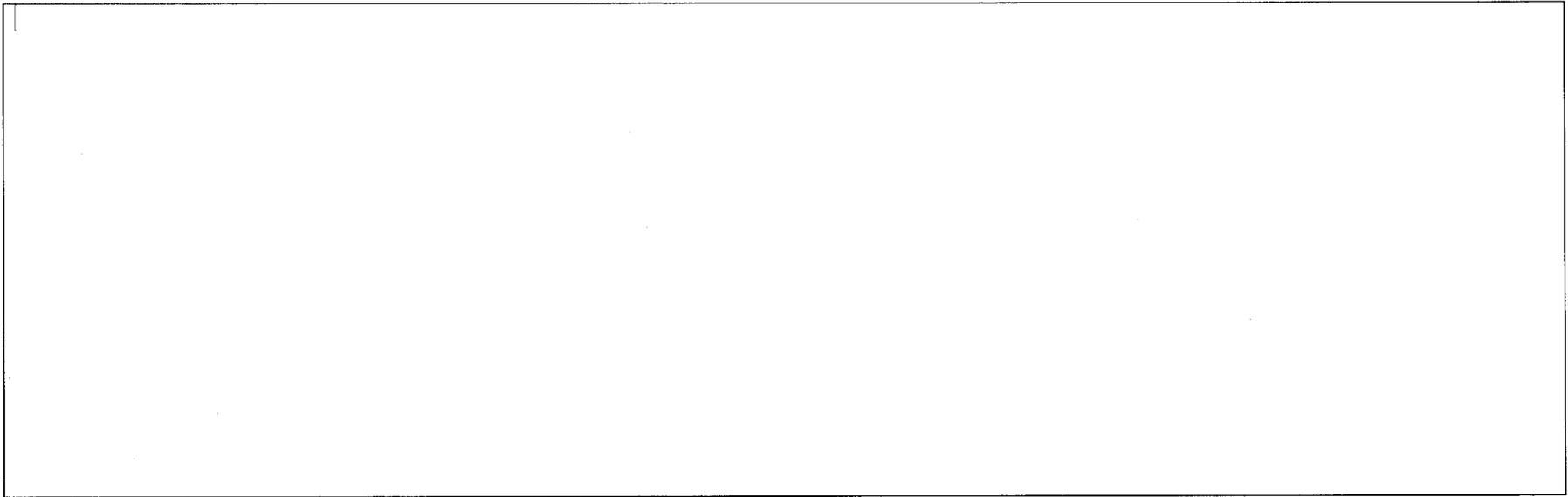


Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
42.5	Sheeting materials		N		
42.6	Gas cylinders		Y		
42.6.1	Use of gas cylinders in below ground locations		Y		
42.6.2	Storage of gas cylinders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



Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
		Requirements			
52.1	General environmental requirements		N		
52.2	Environmental nuisance		N		
52.3	Water		N		
52.4	Waste management		N		
52.5	Noise and vibration		N		
52.6	Archaeology, historical interest and listed buildings		N		
52.7	Wildlife and Habitats		N		
52.8	Resource Use		N		
52.9	Pest control		N		
52.10	Land and water pollution prevention		N		
53	Quality requirements	See SEPARATE Quality Requirements	Y		
53.1	Records		N		
53.2	Retention period		N		
53.3	Availability of records for inspection		N		
53.4	Statistical process control, audit and inspection procedures		N		
53.5	General quality requirements		N		
53.6	Quality Plan		N		
53.7	Testing and inspection		N		
53.8	Certification of conformity		N		
53.9	Quarantine		N		
53.10	Traceability		N		
53.11	Maintenance and servicing		N		
53.12	Design		N		
53.13	Computer aided design		N		
53.14	Asset commissioning and handover		N		

Other requirements / comments





Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: _____ Signature: _____

Approved by
(the Client's
representative): _____ Signature: _____

Title: _____

Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Supplier Menu (Tender)

Approved by
(the Supplier's): _____ Signature: _____

Title: _____

Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's
representative
approval: _____ Signature: _____

Supplier's
representative
acceptance: _____ Signature: _____

SCHEDULE 7 PART B: QUALITY

1. Records

- 1.1 The Supplier shall maintain such records that are specified by the Company, or required under legislation, and this shall include (as a minimum):
- 1.1.1 details of any non-compliance against any Standard;
 - 1.1.2 records of audits and site inspections;
 - 1.1.3 records of the qualifications, competence and training of staff;
 - 1.1.4 quality assurance inspections conducted (including the identity of the inspector concerned);
 - 1.1.5 equipment test calibration and verification checks conducted (including the identity of the inspector or tester concerned);
 - 1.1.6 process and manufacturing data relating to the Contract, including an audit trail for material or component identity, source and status; any process, inspection or test activity so directed by special instructions or any contract quality plan invoked by the Contract (including those set out in paragraph 6.1 of this Schedule 7 Part B (Quality));
 - 1.1.7 non-conforming service or product records;
 - 1.1.8 records of all related incoming and outgoing certificates of conformity and associated release documentation;
 - 1.1.9 records of tender and contract reviews; and
 - 1.1.10 the Supplier's policy with regard to quality.

2. Retention Period

Records shall be retained by the Supplier for a minimum of twelve years unless otherwise specified by the Company, or for any longer period as required by Applicable Laws.

3. Availability of Records for Inspection

The Supplier shall make all such records available to the Company within three (3) Working Days of any request by the Company.

4. Statistical Process Control, Audit and Inspection Procedures

Where, for quality management purposes, statistical process control procedures, audit or inspection procedures are adopted, full details of the proposed procedures used by the Supplier are to be submitted to the Company for approval prior to implementation.

5. General Quality Requirements

5.1 The Supplier shall:

- 5.1.1 appoint member(s) of its management team who, irrespective of other responsibilities, have defined authority which includes:
 - 5.1.2.1 ensuring that a quality management system is implemented and maintained;
 - 5.1.2.2 reporting to senior management on the performance of the quality management system, including any areas for improvement;
 - 5.1.2.3 ensuring awareness of customer requirements throughout the Supplier; and
 - 5.1.2.4 liaison with customers on matters relating to the Supplier's management system that result from auditing or non conformances;
- 5.1.2 ensure that during internal processing and final delivery of a product or Service to the intended destination, that the identification, packaging, storage, preservation and handling do not affect conformity with that product or Service requirements;
- 5.1.3 not proceed past "hold points" until all the specified activities have been satisfactorily completed and the related documentation is available to and authorised by the Company;
- 5.1.4 following receipt of a rejection, take immediate action to inspect all stocks and work in order to assess risk and loss and advise the Company of the findings;
- 5.1.5 take preventative action to avoid a recurrence of the non-conformities;
- 5.1.6 immediately inform the Company when the Supplier has reason to suspect non-conformities with previously supplied products or Services;
- 5.1.7 be responsible for ascertaining the cause of and responsibility for non-conformance, and for taking suitable corrective action to prevent reoccurrence;
- 5.1.8 document all corrective actions undertaken by the Supplier;
- 5.1.9 ensure that its supply chain work to correct practices, including accepted documentation defining the techniques to be used, workmanship criteria, safety of others (including the public), health precautions, plant and equipment to be used and training and licensing requirements;
- 5.1.10 ensure that the works comply with any manufacturer's recommendations, instructions and guidelines, unless otherwise directed by the Company;