

## Schedule 5

### Contract Variation Procedure

Variations to any Contract in accordance with Clause 10 of the Conditions of Contract will be dealt with in accordance with the following procedure.

Variations will be dealt with on behalf of the Company by the Company's Representative.

- 1.1 In any case where the Company is considering the introduction of a Variation, whether at the request of the Contractor or not, but does not wish to proceed until the effect, if any, of the proposed Variation on the Order Price is known, the Company's Representative will complete the top portion of a Notification of Proposed Variation to Contract ("**NPVC**") in the form of Appendix 1A and send two copies to the Contractor. The Contractor will complete the form detailing the variation, if any, in the Order Price for each Variation, and will return one copy to the Company Representative.
- 1.2 In any case where the Contractor wishes to recommend a Variation, the Contractor shall complete and send to the Company's Representative one copy of a Contractor's Recommended Variation to Contract ("**CRVC**") in the form of Appendix 1B detailing the proposed Variation and their effect, if any, on the Order Price.
- 1.3 Subject to Paragraph 2 below, the Contractor must not implement any Variation until it has been duly authorised by the Company's Representative by the issue of an Authority for Variation to Contract ("**AVC**") in the form of Appendix 3.
2. In cases where the Company requires a Variation to be implemented by the Contractor, whether at the suggestion of the Contractor or not, as soon as possible and before the effect on the Order Price is established, the Company's Representative will complete the top portion of a Notification of Required Variation to Contract ("**NRVC**") in the form of Appendix 2, which will be authorised by the Company's Representative and send two copies to the Contractor. The Contractor will take the same action as detailed in Paragraph 1.1 above in respect of the completion and return of the form but will immediately proceed with the Variation required. The Parties shall agree the variation of the Order Price as soon as reasonably possible thereafter. In default of such agreement within twenty-one (21) days of despatch of the NRVC by the Company's Representative the Dispute resolution procedure set out in Clause 25 of the Conditions of Contract shall apply.
3. When a NPVC or a CRVC has been issued and the variation, if any, in the Order Price has been negotiated between the Company's Representative and the Contractor and agreed, the Company's Representative will authorise the Contractor to proceed with the Variation by the

issue, in duplicate, of an AVC. The Contractor will countersign and return one copy to the Company's Representative.

4. Subject to Paragraph 2 above, no variation whatsoever from the original Order Price will be considered unless the foregoing procedure has been carried out, and it will be the responsibility of the Contractor to ensure that the relevant form or forms has or have been received from the Company's Representative before any Variation is implemented.
5. All forms referred to in this Schedule shall be completed and returned by the Contractor to the Company's Representative as soon as possible and in any event within twenty-eight (28) days of receipt by the Contractor from the Company's Representative.
6. Any variation to the Order Price ("**the Variation Sum**") shall take effect on the date of its agreement by the Parties in accordance with the procedure set out in this Schedule 5 or (as the case may be) the date of its determination in accordance with the Dispute resolution procedure in Clause 25 of the Conditions of Contract. The Variation Sum shall be paid as an equal proportionate adjustment to the Order Price for the remaining period of the Contract until the Order Completion Date unless otherwise specified in the AVC.

**Appendix 1a**  
**VARIATION PROCEDURE FORM 1A**

XX

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

Contract No. xxxx

Variation No. xxx

Date xxx

**NOTIFICATION OF PROPOSED VARIATION TO CONTRACT (NPVC)**

**Price only required**

**THIS IS NOT AN INSTRUCTION TO PROCEED**

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

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

DETAILS OF VARIATION(S)

Signed by [Company's Representative]

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

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

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

Date

Signed

on behalf of *[insert name of Contractor]*

**Appendix 1b**  
**VARIATION PROCEDURE FORM 1B**

**[Insert name of contractor]**

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

Contract No. xxxx

Datexxx

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

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

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

<b>DETAILS OF VARIATION(S)</b>

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

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

Date

Signed

on behalf of *[insert name of Contractor]*

**Appendix 2**  
**VARIATION PROCEDURE FORM 2**

**XX**

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

Contract No. xxxx

Variation No. xxx

Date xxx

**NOTIFICATION OF REQUIRED VARIATION FROM CONTRACT (“NRVC”)**

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

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

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

DETAILS OF VARIATION(S)

Signed [Company’s Representative]

for BCV and SSL

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

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

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

Date

Signed

on behalf of Contractor

**Appendix 3**  
**VARIATION PROCEDURE FORM 3**

**XX**

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

Contract No: xxxx      Variation No:      Date:

**AUTHORITY FOR VARIATION TO CONTRACT (“AVC”)**

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

<b>DETAILS OF VARIATION</b>	<b>AMOUNT (£)</b>
<b>ALLOWANCE TO XX</b>	
<b>EXTRA COST TO XX</b>	
<b>TOTAL</b>	

Signed

For the Company

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

<b>ACCEPTANCE BY THE CONTRACTOR</b>	
<b>Date</b>	<b>Signed</b>

**Schedule 6**  
**QUENSH Menu and Quality and Safety Plan<sup>1 2</sup>**

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<sup>1</sup> Insert Quality and Safety Plan.

<sup>2</sup> Insert the applicable QUENSH Conditions.

# F0780 Contract Menu

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

Issue No.: A16

Issue date: November 2014

Review date: November 2019

MAYOR OF LONDON



# Contract Menu

**Contract No:** TfL 00249 Lot 1 Contingent Track Labour /2

**Contract Name** Labour – Track General Lot 1

**Client:** London Underground

**Supplier:** Morson Intenational

**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			Y	
5	Supplier's selection of sub-contractors		Y	Y	
6	Identification of Safety Critical Activities		Y	Y	
7	Works Environmental Management		N	Y	Supplier shall develop and document arrangements for managing environmental Impacts on all sites?.
8	Emergency Plan		N	Y	Supplied by Client
9	Method Statements	Labour Supply Only. MS will be supplied by Client. Supplier to comply with MS requirements	Y	Y	
10	Health, Safety and Environment File		N	Y	Supplied by Client
11	Pre-start health, safety and environment meeting		N	Y	After contract award
12	Supplier's site induction		Y	Y	Client specific or Supplier specific?
13	Site Person in Charge		Y	Y	
<b>14</b>	<b>Staff requirements</b>		<b>Y</b>	<b>Y</b>	
<b>14.1</b>	<b>Behaviours</b>		<b>Y</b>	<b>Y</b>	
14.1.1	Alcohol and drugs		Y	Y	Including unannounced random
14.1.2	Control of hours worked		Y	Y	Max 6 out of 7