

on-cycle hazard awareness, for the whole duration of the term of this Agreement and each Contract.

54.6. Collision Reporting

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, the Contractor shall:

- (a) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that result in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (b) within fifteen (15) days of the Contract Commencement Date, provide to the Company a Collision Report. The Contractor shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company.

54.7. Self Certification of Compliance

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, within ninety (90) days of the Framework Commencement Date, the Contractor shall make a written report to the Company detailing its compliance with Clauses 54.3, 54.4 and 54.5, (the "WRRR Self-certification Report"). The Contractor shall provide updates of the WRRR Self-certification Report to the Company on each three (3) month anniversary of its submission of the initial WRRR Self-certification Report.

54.8. Obligations of the Contractor Regarding Subcontractors

The Contractor shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Works shall:

- (a) comply with Clause 54.2; and
- (b) where its subcontractors operate the following vehicles to provide the Works shall comply with the corresponding provisions of this Agreement:

- i. For Lorries – Clauses 54.3, 54.4, 54.5 and 54.6; and

- ii. For Vans – Clauses 54.4, 54.5, and 54.6,

as if those sub-contractors were a party to this Agreement.

54.9. Failure to Comply with Work Related Road Risk Obligations

Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Contractor fails to comply with Clauses 54.2, 54.3, 54.4, 54.5, 54.6, 54.7 and 54.8:

- (c) the Contractor has committed a material breach of this Agreement and any Contract; and
- (d) the Company may refuse the Contractor, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

55. Access

55.1. The Company shall give the Contractor access to the parts of the Underground Network and/or Sites required for the provision of the Works, provided that the Contractor complies with the access requirements set out in Schedule 13 and otherwise subject to and in accordance with Schedule 13.

55.2. Where the Contractor or any subcontractor has access to the Underground Network and/or Sites for the carrying out of any of the Works, the Contractor shall and shall ensure that any of its subcontractors shall:

55.2.1. not cause any damage to the Underground Network and/or Sites;

55.2.2. not do or permit to be done on the Underground Network and/or Sites anything which is illegal or which may be or become a nuisance (where actionable or not) or cause damage or disturbance to the Company or to any tenants or occupiers of the Underground Network and/or Sites or any owner or occupier of any neighbouring property;

55.2.3. not knowingly do anything that will or might constitute a breach of any necessary consent affecting the Underground Network and/or Sites that have been disclosed to the Contractor or which will or might vitiate in whole or in part any insurance effected by the Company in respect of the Underground Network and/or Sites from time to time of which the Contractor has notice;

55.2.4. observe any rules and regulations the Company acting reasonably makes in the interests of good estate management and notifies to the Contractor from time to time in writing governing the Contractor's use of the Underground Network and/or Sites in particular:

55.2.4.1. the lawful requirements and recommendations of the Company's local fire officer and the Company's health and safety representative in respect of the Underground Network and/or Sites or their use; and

55.2.4.2. all regulations and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the Company; and

55.2.5. make good any damage that is wilfully or negligently caused by the Contractor or any subcontractor to any equipment in the Underground Network and/or Sites as soon as reasonably practicable.

Schedule 1

Framework Specification

STRUCTURAL MAINTENANCE – FRAMEWORK AGREEMENT FOR THE SUPPLY OF ADHOC STRUCTURAL MAINTENANCE WORKS FOR THE FOLLOWING OPTIONS

OPTION 1: BRIDGES AND STRUCTURES

OPTION 2: TRACK AND STATION DRAINAGE

OPTION 3: CIVILS REACTIVE MAINTENANCE

DESCRIPTION OF THE WORKS

As and when the Company require the provision of works for structural maintenance under the terms of this Framework Agreement the Contractor shall supply all labour, consumables, materials, access equipment and plant required to undertake all the required tasks.

SCOPE OF THE SPECIFICATION

The Framework Agreement shall be used for additional programmes of maintenance, remedial or ad-hoc structural maintenance works to the following Asset groups:

- Bridges and structures (including but not limited to over and under bridges, covered ways and cut and of cover tunnels);
- Deep tube tunnels (including but not limited to headwalls);
- Earth Structures
- Drainage (including drainage channels)

LOCATIONS OF WORKS

The Company may order and request resources detailed above to work on all areas of infrastructure controlled by the TfL Group including track and areas where the infrastructure encroaches on the public highway.

This also includes areas where Network Rail rules apply and staff supplied shall be trained and assessed in the relevant Network Rail disciplines.

In some cases access to Assets may be via third party areas.

HOURS OF WORK

Access will be obtained in accordance with the arrangements set out in Schedule 13 [Access Arrangements]. Compliance with these arrangements is mandatory.

STANDARDS AND SPECIFICATIONS

Refer to the definitions in Section 1 of this agreement..

SKILLS AND COMPETENCIES

The Contractor's personnel shall be fully trained to meet the requirements of the Works. Such training, including any subsequent refresher training shall be at the Contractor's expense.

All Contractor's Personnel shall be licensed to meet the requirements of the Works.

PLANT AND EQUIPMENT

Refer to the Terms and Conditions – Clause 2.10

Schedule 2

Formation of Contract

Part A: Form of Invitation to Tender

To: [Full name and address of the Contractor]

Date: [date]

Dear Sirs

Invitation to Tender

Contract Title: [contract title]

Reference no: [no.]

Every Contract formed by the acceptance by the Company of a Proposal issued by you in pursuance of this Invitation to Tender shall be subject to the terms and conditions set out in the Framework Agreement between Transport for London and you dated [insert date] (the "Framework Agreement").

Words and expressions defined in the Framework Agreement bear the same meanings in this ITT.

In accordance with clause 3 of the Framework Agreement we hereby notify you that we require the provision of Works as detailed in the attached Order including the Contract Specification attached to the Order and other relevant documents.

Should you wish to submit a Proposal in response to this Invitation to Tender, please do so by 12 noon on [insert date]. Your Proposal should be returned via the TfL electronic tendering (e-tendering) system identified in the Framework Particulars or by other means with the Company. Included with your Proposal should be full details of all the Works and a fixed and bidding price for the same along with your proposed amendments, if any, to the draft Order. The price should be compiled utilising the Framework Agreement Schedule of Rates and in accordance with Schedule 4 of the Framework Agreement taking account of the particular requirements of the Specification and the Order as confirmed or, if requested by the Company's Representative, amended by you.

Pursuant to Clause 3.6 of the Framework Agreement, your Proposal shall remain open for [six (6) months] from the date on which it is submitted.

Pursuant to Clause 3.8 of the Framework Agreement, the criteria used to evaluate any Proposal received shall be as set out in Section [1]/[2]¹ of Part E of Schedule 2 of the Framework Agreement.

I look forward to receiving your Proposal in response to this letter.

If you do not wish to participate in this ITT please respond in accordance with Clause 3.4 of the Framework Agreement stating your reasons for not doing so.

Yours faithfully

¹ Note to Company: Select which one of the two sets of criteria stated in Part E of Schedule 2 will be used to evaluate the Proposals. Either select section 1 or section 2 and delete the other section and the square brackets.

For [Transport for London]

Part B: Form of Order

Framework Agreement for the provision of Works
Framework Agreement Reference Number: [•]

THIS ORDER IS AGREED AND ENTERED INTO BY THE COMPANY AND THE CONTRACTOR PURSUANT TO, AND STRICTLY SUBJECT TO THE TERMS OF, THE ABOVE-REFERENCED FRAMEWORK AGREEMENT FOR THE PROVISION OF WORKS.

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

Company:	
Contractor:	
Company's Representative (if different from the person identified in the Framework Particulars) for the purposes of this Contract:	
Framework Agreement Reference Number:	
Order Number:	
Order Title:	
Contract Commencement Date:	
Contract Completion Date:	
Contract Programme:	
If there is no Programme at the Contract Commencement Date, the period within which the Contractor shall submit a first programme for acceptance is:	
Contract Price (exclusive of VAT) calculated in accordance with Schedule 4:	
Milestone Payment Plan and application for payment dates:	Please see Appendix 2
Contract Specification:	
The Site is:	
The CDM Regulations apply to the Works	Yes / No (delete as applicable)
The Contractor is appointed as principal contractor under the CDM Regulations	Yes / No (delete as applicable)
The Contractor is appointed as principal designer under the CDM Regulations	Yes / No (delete as applicable)
The Contractor's professional indemnity insurance shall be:	As stated in Clause 30.2ii/ not less than £(insert level required) in the aggregate per annum / not required (delete as applicable)

The following Contractor Personnel are Key Personnel:	
The Contractor shall be responsible for design of the following elements of the Works (the "Designed Portion"):	<i>[insert details or works]</i> / [The Contractor has no responsibility for design and the provisions of Schedule 10 shall not apply] (delete as applicable)
Liquidated Damages for failure to meet the Contract Completion Date: The amount of Liquidated Damages payable per [day/week/month] under Clause 11.1.1 is:	As stated in the Framework Particulars
The maximum amount of liquidated damages payable under Clause 11 in the aggregate is (expressed as a percentage of the Contract Price) is:	As stated in the Framework Particulars
Additional Comments/Special Instructions:	

Signed by:
Title:
On behalf of:
Transport for London
.....
Date:.....

Signed by:
Title:
On behalf of:
[]
.....
Date:.....

Appendix 1

Contract Specification

Lot 3 – The Company Specification

SCOPE 1 – Bridges & Structures Maintenance (Corrective Maintenance)

1. Description of the Works

- 1.1 The Supplier shall provide Corrective Maintenance intervention activities to Bridges & Structures assets as detailed below. The Supplier shall ensure that all works are carried out in accordance with London Underground and National Standards as well as Statutory Obligations required by Law which are current throughout the life of the Contract.
- 1.2 The Supplier shall research and identify innovative products, methods of working and overall health, safety and environmental practices to ensure the continual improvement of this scope. The Supplier is encouraged to engage with the Company to arrange trial innovations for any such improvements, and work in accordance with good industry practice and best practice.
- 1.3 The Supplier shall be responsible for delivering all the requirements of this scope, including but not limited to, the supply of all labour, overheads, consumables, materials, access equipment and making the necessary enabling arrangements, as well as any plant necessary to undertake the required tasks.

2. Scope of Services

- 2.1 The Supplier shall undertake Corrective Maintenance intervention activities to Bridges & Structures assets as identified by the Company
- 2.2 The 'Bridges & Structures' Portfolio of assets for the Company consists of the following asset groups and associated volumes.
 - JNP Bridges & Structures – over 4,000 individual assets with 1,972 'major structures'
 - BCV Bridges & Structures – over 4,000 individual assets.
 - SSL Bridges & Structures – Over 12,000 individual structures
 - JNP Deep Tube Tunnels – over 219km of Tunnel Assets
 - BCV Deep Tube Tunnels – over 1,700no. Individual assets ranging from running tunnels to shafts.
 - SSL Deep Tube Tunnels - over 350no. Individual assets ranging from running tunnels to shafts.
 - JNP Earth Structures – 80km of Earth Structures
 - BCV Earth Structures - 293km of Earth Structures
 - SSL Earth Structures – 863km of Earth Structures

NOTE: Full details of the JNP, BCV and SSL asset base are contained within the attached Annex A.

- 2.3 The types of interventions covered under this Corrective Maintenance scope are summarised below.
 - Ground Investigations
 - Excavations & Earthworks