

Part 2 - General Preliminary Requirements

1. Status of this Section

- 1.1. These General Preliminary Requirements are part of the Specification and shall be read and construed jointly with the Specific Services Requirements contained in Schedule 1, Part 1 of the Agreement. In the event of any conflict between the conditions contained in these General Preliminary Requirements and the Specific Services Requirements contained in Schedule 1, Part 1, the latter will prevail.

2. Training and Certification

- 2.1. As a minimum, all Contractor Personnel supplied by the Contractor must be in possession of a current entry permit and induction passport to enable access to the Site.
- 2.2. Other training/certification may also be required for certain activities and/or where the Works are undertaken on or adjacent to the Underground Network.
- 2.3. For further information, the Contractor is referred to the Company's Standard Series No. Aa009, "Safety On The Track Certification And Licences".
- 2.4. The Contractor is responsible for all costs relating to training its Contractor Personnel.
- 2.5. All Contractor Personnel will be required to man-handle Equipment and Materials and must be trained in manual handling.
- 2.6. Where the Services require that Contractor Personnel are to use specific tools or mechanical equipment requiring trained Contractor Personnel it is the responsibility of the Contractor to ensure that such Contractor Personnel are appropriately trained and accredited. All accreditation must be current.
- 2.7. The Contractor shall be responsible for ensuring the currency and suitability of its Contractor Personnel's certification for the duration of the Agreement and any Contract.
- 2.8. Contractor Personnel must carry their passes, permits and certification at all times while on Site and must produce them on request by any member of the Company's staff or other authorised personnel.

3. Competency Management System

- 3.1. The Contractor shall operate and maintain a competency management system meeting the requirements set out in the Company's Competency Management System Procedure included under Appendix G to this Schedule 1.
- 3.2. The Company reserves the right to audit the Contractor against the Company's Competency Management System Procedure included under Appendix G to this Schedule 1 having given reasonable prior notification.

4. Conduct

- 4.1. The Site is located on or in the vicinity of the Underground Network. The Contractor shall note that access to the Site for the Company personnel must be afforded at all times. The operation of railway traffic including public ways and adjoining properties must not be hindered in any way whatsoever. Insofar as and to the extent that it is within the jurisdiction of the Contractor to control such matters, the Contractor must minimise disruption and interference to the operations in these areas.
- 4.2. The Contractor is required to make its own assessment of any vehicular traffic restrictions affecting its access to the Site. The Contractor must park considerately and ensure that its vehicles do not obstruct the use by the public or the Company's staff.
- 4.3. The Contractor shall instruct its Contractor Personnel to:
 - (a) keep the Site tidy and free of personal litter at all times;
 - (b) keep the welfare provision in a clean and sanitary condition;
 - (c) comply with the Company's PPE Policy;
 - (d) comply with the Company's Smoking, Drugs and Alcohol Policy;
 - (e) restrict themselves to only those areas made available to them by the Company; and
 - (f) not interfere with any railway plant or track except as required by the Works.

5. Personal Protective Equipment

- 5.1. The Contractor is referred to the Company's PPE Policy included in Appendix A to this Schedule 1. PPE will not be free issue as stated in that policy. The Contractor will be responsible for the cost of all its Contractor Personnel's PPE.
- 5.2. The Contractor is referred to the Company's hand protection directive dated 10 July 2009 included in Appendix A to this Schedule 1.

- 5.3. The Contractor is to note that certain items of PPE will be dictated by the nature of the Works to be undertaken and the Contractor must consider this when evaluating the Specific Services Requirements set out in Schedule 1 Part 1.
- 5.4. Notwithstanding the provisions of Clause 4.1(d)(vi) of the Conditions of Contract, in the event that a Contractor Personnel attends the Site incorrectly equipped, the Company may, at its discretion, make items of PPE available to that Contractor Personnel on a daily hire basis subject to availability and the following conditions:
- (g) The hire fee will be £5 per shift or part shift for each item of Equipment or such other fee as may be subsequently notified to the Contractor;
 - (h) The fee will be debited to the Contractor's account at the next available assessment;
 - (i) All items must be signed out and signed back at the start and end of each shift by the Contractor Personnel in person;
 - (j) Items not signed back will be contra-charged to the Contractor's account at the full replacement cost plus £15 administration fee and debited at the next available assessment;
 - (k) The fees and charges are not negotiable; and
 - (l) The signing out and back record held by the Company will be accepted as conclusive evidence for the purpose of the operation of this Clause 5.4.

The Contractor is to note that this is a discretionary facility that is not guaranteed by the Company and is wholly dependent upon availability of spare PPE and the willingness of the Company's Site staff to operate its administration. It is not to be relied on and shall not relieve the Contractor from its obligation to ensure all Contractor Personnel attend the Site properly equipped. The inability or unwillingness of the Company to offer this facility will not prevent the Company from operating the provisions of Clauses 11.1 to 11.5 inclusive of the Conditions of Contract in the event that Contractor Personnel are deemed incompetent due to a failure to attend the Site properly equipped.

6. Smoking, Drugs and Alcohol Policy

The Contractor is referred to the Company's Drugs and Alcohol Policy included in Appendix B to this Schedule 1.

7. Standards

- 7.1. The Contractor shall comply with all of the Company's Standards (which the Contractor confirms it has access to) including but without limitation:

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- (m) The Construction Health & Safety Plan;
- (n) London Underground Limited Rule Book;
- (o) The Company's Engineering Instructions;
- (p) The Company's Policy on Health and Safety; and
- (q) The Company's Code of Practice: Fire Safety of Materials used in the Underground.

The Contractor will be deemed to be fully conversant with their requirements and provisions and the Company will not entertain any claim for want or lack of knowledge in this respect.

- 7.2. It is the Contractor's responsibility to ensure that it maintains the currency of its knowledge of the above Standards and the Company shall, at the Contractor's request, provide the Contractor with access to the Standards in electronic form via the internet. At its discretion the Company may also issue the Construction Health and Safety Plan in CD Rom format.

8. Electrical Testing

- 8.1. Where the Specification stipulates the Services include the testing of electrical installations, whether the installations are undertaken by the Contractor Personnel or otherwise, the Contractor shall have corporate membership of either the Electrical Contractors Association ("ECA") or the National Inspection Council for Electrical Installation Contracting ("NICEIC").
- 8.2. The Contractor shall provide upon request evidence of its competence and current membership of the above named organisations.
- 8.3. Company approval of the membership and competence evidence is a necessary pre-requisite to the engagement of labour from the Contractor to undertake electrical installations under the Agreement and any Contract.
- 8.4. Once labour supplied by the Contractor is engaged to undertake testing of electrical installation works the Contractor must inform the Company at the earliest possible opportunity should it cease to have competence and/or cease to have membership of any of the above named organisations for whatever reason.

9. Workmanship

The workmanship of Contractor Personnel supplied under the Agreement and any Contract shall comply with all relevant current codes of practice, British standards and the like consistent with the level of certification, qualification and skill.

10. Additional Equipment and Materials

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- 10.1. All Additional Equipment and Materials supplied under the Agreement and any Contract must be fit for the intended purpose and comply with all relevant current codes of practice, British standards and the like.

11. Work Schedules and Site Records

- 11.1. Weekly and Daily / Nightly Work Schedules are a management tool to enable the Company to monitor and measure its construction managed outputs. They are designed to enable the Company to better plan its construction managed work and provide data to better inform the Company of its resource requirements. The Contractor shall afford the Company all necessary assistance in the operation of these Schedules and, as a minimum, the assistance described in this Clause 11.
- 11.2. At the commencement of each working week the Contractor's Representative shall agree with the Company's Representative the extent and scope of work to be undertaken over the period. This work scope shall be recorded on a Weekly Work Schedule / Resource Call Off Summary (see Appendix C to this Schedule 1) and on Daily / Nightly Work Schedules (see Appendix D to this Schedule 1). The work scope will be realistically planned and agreed by consent of both Parties.
- 11.3. At the end of each week the Contractor's Representative shall agree with the Company's Representative an assessment of the work achieved measured against that planned for the respective period.
- 11.4. All Weekly and Daily / Nightly Work Schedules shall be signed and counter-signed by the Parties to record the agreement.

APPENDICES

Appendix A: Weekly Works Schedule / Resource Call Off Summary

Appendix B: Daily / Nightly Work Schedule

Appendix C: Track Labour Tools

Appendix D: Competency and Training Matrices

Appendix A

Weekly Work Schedule / Resource Call Off Summary



STATION NAME:				WEEKLY WORK SCHEDULE / RESOURCE CALL OFF SUMMARY					WENDING:		
DAY	CBS	TASK	STATION LOCATION (BOXING)	NAME	TRADE	START TIME	FINISH TIME	WORKS DESCRIPTION	REPAIRS SUPPLY	REPAIRS LABOUR	REPAIRS MATERIAL
MON											
TUE											
WED											
THUR											
FRI											
SAT											
SUN											

REPRESENTATIVE:	DATE:	CONTRACTOR REPRESENTATIVE:	DATE:
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Appendix B
Daily / Nightly Work Schedule



STATION NAME:-				DAILY / NIGHTLY WORK SCHEDULE		DATE:-		RESOURCES NUMBERS AND TYPE REQUIRED				
SHIFT	WBS	TASK	STATION LOCATION (ROOM)	WORKS DESCRIPTION	WORKS COMPLETED (Y/N)	GANG No.	RESOURCE TYPE					
							SPC	COMMS	ELEC	SKILLED OPS	OPS	
DAY SHIFT												
NIGHT SHIFT												
SHIFT	WBS	TASK	LOCATION	WORKS NOT COMPLETED WITHIN SHIFT		GANG No.	RESOURCES REQUIRED TO COMPLETE					
DAY SHIFT												
NIGHT SHIFT												

REPRESENTATIVE :..... DATE:.....	CONTRACTOR REPRESENTATIVE:..... DATE:.....
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Appendix C

Track Labour Tools

The Contractor must ensure that the gang are equipped with the correct tools to carry out the Works every shift requires. The following list of tools and equipment is not exhaustive but is indicative of what the Contractor should ensure Contractor Personnel have available to carry out the track works required:

1	Keying Hammers
2	Hammer Ball Pein - fibre glass
3	Slewing Bars
4	Panpullers
5	Panlock Pullers
6	Pansetters
7	Picks
8	Shovels
9	Ballast Forks
10	Key Extractors
11	Spanners (Various)
12	Box spanner (screwspike & coachscrew)
13	Files - various engineering
14	Rail set
15	Rail Nips (Open section & Tube section)
16	Wire Brushes
17	Hand Auger
18	Bance Lights (battery)
19	Formworkers hand tools such as hammers, saws etc
20	Concreting hand tools such as chipping hammers, chisels, bolster, hammers,
21	Trowels and floats, buckets, mixer etc.

Appendix D
Competency and Training Matrices

Schedule 2

Form of Order

Framework Agreement [for the supply of track labour] - Contract 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 SUPPLY OF LABOUR

Notes: 1. Please confirm receipt of this Order immediately by [fax/email] to the Company's Representative.
 2. Please quote the Contract Reference Number and the Order number in all correspondence and on all Payment Applications.
 3. Please address all correspondence and enquiries to the Company's Representative.

Company:	London Underground Limited
Contractor:	
Contract Reference Number:	
Order Number:	
Order Title:	
Company's Representative: Address for service of notices: Telephone: Fax: Email (if applicable):	
Contractor's Representative: Address for service of notices: Telephone: Fax: Email (if applicable):	
Email to be used for notices and communications pursuant to clause 44.3:	yes / no (delete as applicable)
Order Commencement Date:	
Order Completion Date:	
Order Specification:	As set out in Annex 1
Order Programme:	
Order Price (exclusive of VAT):	
The Contractor's professional indemnity insurance shall be:	As stated in Clause 15.2(c) / not less than £(insert level required) in the aggregate per annum / not required (delete as applicable)
Bond required pursuant to clause 28.1:	yes / no (delete as applicable) If yes, and the credit protection is not as stated in clause 28.2, it shall be for the following amount: [] [% of the Order Price].

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Parent company guarantee required pursuant to clause 28.1:	yes / no (delete as applicable)
The following Contractor Personnel are Key Personnel:	
The Contractor's total liability to the Company under Clause 19.6 is:	
Additional Comments/Special Instructions:	

Schedule 3

Order Specification

To be defined within each individual order awarded under this framework

Schedule 3

Schedule 4

Pricing

1. DEFINITIONS AND INTERPRETATION

1.1 In the context of Schedule 4 "Pricing Schedule";

"Bank Holiday" means a published public holiday in England.

"Bank Holiday Shift" means from 22:00hrs prior to a Bank Holiday to 21:59hrs on the Bank Holiday.

"Christmas Day and New Years Day Shift" means from 22:00hrs prior to a either Christmas Day or New Years Day to 21:59hrs on Christmas Day or New Years Day.

"Shift" means a nominal eight (8) hours.

"Week Shift" means from 22:00hrs on Sunday to 21:59hrs on Friday.

"Weekend Shift" means from 22:00hrs on Friday to 21:59hrs on Sunday.

2. INTRODUCTION

2.1 Appendix 1 to this Schedule 4 Schedule of Rates sets out the Charges associated with the delivery of the Services by the Contractor to TfL and the Contractor acknowledges that it has completed all sections of this schedule.

2.2 Prices and costs are in pounds sterling and, with the exception of indexation, are not subject to variation for the period of the Framework Agreement and are exclusive of Value Added Tax.

3. SCHEDULE OF RATES

3.1 LABOUR RATES

3.1.1 The Contractor has provided a schedule of shift rates for the provision of labour, as set out in Appendix 1, which will be used for calculating:-

- a) the maximum costs for completion of work under this Framework Agreement and,
- b) the maximum costs for the calculation of any Variations issued under this Framework

3.1.2 The shift rates provided are deemed to be inclusive of all costs for overheads, vehicles, tools and Contractor's plant however arising for the Provision of the Services.

3.2 MATERIALS HANDLING CHARGE

3.2.1 All materials, goods and plant, the need for which has been agreed in advance in accordance with the Contract Requirements, used for the provision of the Services under this Framework Agreement shall be charged at the net cost to the Contractor (supported by manufacturer or supplier invoice and credit notes) plus the Contractor's fixed percentage charge for handling, overheads and profit, as set out in Appendix 1.

3.3 VEHICLE RATES

3.3.1 The vehicle rates are based on one shift and shall apply to weekdays, weekends, public holidays, Christmas day and New Years day.

3.3.2 The vehicle rate shall be inclusive of all consumables and fixed costs.

3.3.3 The vehicle rate shall exclude the cost of a driver on the basis that the Contractors operatives will drive and be charged as a member of the gang.

3.3.4 All loading limits for vehicles shall be strictly observed and remain the responsibility of the Contractor.

Part 2 – General Pricing Conditions

1. Status of this Section

These General Pricing Conditions are part of Schedule 4 (Pricing) (the "**Pricing Schedule**") and shall be read and construed jointly with the Specific Pricing Conditions contained in Schedule 4, Part 1 of the Agreement. In the event of any conflict between these General Pricing Conditions and the Specific Pricing Conditions contained in Schedule 4, Part 1, the latter will prevail.

2. Shift Reports and Applications for Payment

- 2.1. All applications for payment must be substantiated by shift report records duly signed on behalf of the Contractor and the Company. Unsigned shift reports will not be accepted as a basis for payment.
- 2.2. Shift report packs will be made available by the Company and must be used as instructed. A pro-forma of the shift report is included in Appendix D to this Schedule 4 together with instructions on use.
- 2.3. Shift reports must be signed daily at the end of the appropriate shift. For the avoidance of doubt, shift reports in respect of day shifts and night shifts must be signed-off separately. With reference to the shift report pack, each shift report is completed in quadruplicate; the original is retained by the Contractor and the copies are submitted to the Company in accordance with the instructions on use.
- 2.4. Weekly shift report summaries must be submitted electronically in Excel format by no later than 18:00 hours each Monday summarising the shift reports for the preceding working week. The Company's working week runs from Sunday to Saturday. The final weekly shift report summary of each Payment Period can be included in the Payment Application for the period.
- 2.5. Payment Applications must be submitted electronically in Excel format and accompanied by a complete set of hard-copy shift reports for the period. Contractor's invoices must also be submitted to substantiate the costs of any Additional Equipment and Materials.

3. Evidence of Competency / Minimum Payment Rate

- 3.1. It is incumbent upon the Contractor to ensure that all skilled and semi-skilled Contractor Personnel attend the Site with documentary evidence of attainment of the competency relating to the grade rate for which they have been supplied.
- 3.2. The Contractor is referred to Appendix F of Schedule 4 for specific definitions of the competency requirements relating to each trade and grade of operative.

- 3.3. Responsibility for inspecting evidence of the competency of any Contractor Personnel lies with the Project Manager and may, for practical purposes, be delegated to the Company's construction managers.
- 3.4. The Contractor Personnel must make evidence of competency available for inspection when requested to do so by the Project Manager or his/her delegate.
- 3.5. Provided a Contractor Personnel is not deemed incompetent under Clause 11 of Schedule 4, failure to provide evidence of competency will not be a reason to prevent a Contractor Personnel from engagement on the Works under the Agreement or any Contract but will be a reason for the Company to refuse to pay the relevant rate related to that competency until such evidence is satisfactorily presented for inspection.
- 3.6. In the event that a Payment Application is received in respect of Contractor Personnel whose evidence of competency has not been confirmed by the Project Manager or his/her delegate, the Company shall withhold payment at the relevant rate until such evidence is satisfactorily presented. In this event, payment will be made only at the rate of an unskilled Contractor Personnel in accordance with the agreed Pricing Schedule and, should no such rate exist, the Company shall apply a rate it deems fair and reasonable and reflective of an unskilled Contractor Personnel as if such a rate did exist. For the purposes of this Clause 3, this shall be deemed the "**Minimum Payment Rate**" for the Contractor Personnel concerned.
- 3.7. The Minimum Payment Rate shall apply until such time as evidence of competency is satisfactorily presented for inspection whereupon the rate of pay will be corrected to the rate relevant for the level of competency evidenced and such correction will be applied from the date of engagement of the Contractor Personnel on the Works.
- 3.8. In the event that the evidenced level of competency is lower than that applicable for the grade rate under which the Contractor Personnel was originally supplied, the pay rate will be adjusted to the competency level that meets but does not exceed the evidenced competency in accordance with the agreed Pricing Schedule and, should no such rate exist, the Company shall apply a rate it deems fair and reasonable and reflective of such a competency as if such a rate did exist.
- 3.9. In the event of a correction to the pay rate in accordance with Clauses 3.7 and 3.8, any monies withheld from past Payment Applications will be included in the next available payment certificate.
- 3.10. Notwithstanding the provisions of Clauses 3.1 to 3.8 inclusive, the Company shall have no right to withhold payment due to any failure of the Project Manager or his/her delegate to inspect evidence of competency when the opportunity for such inspection existed.

4. Costs of Employment

- 4.1. The Contractor's rates as set out in Appendix A to this Schedule 4 shall allow for all costs and expenses in connection with employment including (without limitation) guaranteed time, travelling time, fares, transport, subsistence allowance, holidays with pay, public holidays with pay, redundancy payments, CITB levies, overtime working and incentive bonus schemes and also all costs for transport and payments of Contractor Personnel to, between and from wherever labour is obtained and the Site(s), for all training in accordance with the Agreement and any Contract, for any provisions to comply with the rules and decisions of the National Joint Council for the Building Industry and in accordance with the terms of the Building and Civil Engineering Annual and Public Holiday agreement applicable to the Works and current at the date of tender or rules, decisions or agreements of any body applicable and current as aforesaid. In addition rates shall allow for all costs of providing pensions and national insurance payments.

5. Value Added Tax

- 5.1. The payment and recovery of Value Added Tax shall be the responsibility of the Contractor who shall be deemed to have allowed in its rates and prices for all incidental costs and expenses which it may incur.

APPENDICES

Appendix A: Schedule of Charge Pay Rates

Appendix B: Payment Certificate Pro-forma

Appendix C: Payment Periods

Appendix D: Shift Report Pro-forma

Appendix A
Schedule of Charge Pay Rates