



# F0780 Contract Menu – Data Transmission System

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

Issue No.: A17

Issue date: August 2015  
Review date: August 2020

MAYOR OF LONDON



# Contract Menu

**Contract No:** TBA

**Contract Name** DTS

**Client:** London Underground-Transport for London

**Supplier:** EKE-Electronics Ltd.

**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	Y	
6	Identification of Safety Critical Activities		N	N	
7	Works Environmental Management		N	N	
8	Emergency Plan	If attending a LU site.	Y	Y	
9	Method Statements	If attending a LU site.	Y	Y	
10	Health, Safety and Environment File		N	N	
11	Pre-start LU health, safety and environment meeting	If attending a LU site.	Y	Y	
12	Supplier's site induction	If attending a LU site/supplier site.	Y	Y	
13	Site Person in Charge		N	N	
<b>14</b>	<b>Staff requirements</b>				
<b>14.1</b>	<b>Behaviours</b>		<b>Y</b>	<b>Y</b>	
14.1.1	Alcohol and drugs	If attending a LU site-0 tolerance policy.	Y	Y	
14.1.2	Control of hours worked	E.g. Compliance to the working time directive.	Y	Y	
<b>14.2</b>	<b>Knowledge</b>		<b>Y</b>	<b>Y</b>	
14.2.1	English language		Y	Y	
14.2.2	Access Card and Worksite Briefing	If attending a LU site	Y	Y	
14.2.3	Visitors to sites		Y	Y	
<b>14.3</b>	<b>General competence</b>		<b>Y</b>	<b>Y</b>	
14.3.1	Evidencing competence of safety critical staff		Y	Y	
14.3.2	Identification of safety critical staff		N	N	
14.3.3	Competent external safety critical personnel		N	N	
14.3.4	Training		Y	Y	





Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
14.3.5	Asset specific competence		Y	Y	
14.4	Medical requirements	If attending a LU site	Y	Y	
14.5	Identification of Suppliers staff		Y	Y	
14.6	Clothing	If attending a LU site	Y	Y	
<b>15</b>	<b>Permits and licences</b>		Y	Y	
15.1	LU specific permits and licences	If attending a LU site- LUCAS Card/Area A	Y	Y	
15.2	Permits, licences and certificates for Supplier's staff	If attending a LU site- LUCAS Card/Area A	Y	Y	
<b>16</b>	<b>The Principles of Access</b>		Y	Y	
16.1	Introduction		Y	Y	
16.2	Access to Stations		N	N	
16.3	Access to Track		N	N	
16.4	Access to depots		Y	Y	
<b>17</b>	<b>Applying for Planned Access</b>		N	N	
17.1	Introduction		N	N	
18	Applying for General Access		N	N	
18.1	Constraints that apply to Generic Access		N	N	
19	Access for fault repair		N	N	
20	Operational Assurance		N	N	
<b>21</b>	<b>Closures and possessions</b>		N	N	
21.1	Requirements for closures		N	N	
21.2	Requirements for possessions		N	N	
<b>22</b>	<b>Controls at point of access</b>				
22.1	Publication of works		N	N	
22.2	Checks at point of access	If attending a LU site	Y	Y	
22.3	Signing-on with the Station Supervisor		N	N	
<b>22.4</b>	<b>Track specific requirements</b>				
22.4.1	Person providing protection		N	N	
22.4.2	Possessions		N	N	



Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
23	Removal of supplier's personnel from LU Premises		N	N	
24	Incidents	If attending a LU site	Y	Y	
25	Notification of regulatory concern or action	If attending a LU site	Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)	If attending a LU site	Y	Y	
<b>27</b>	<b>Monitoring</b>		Y	Y	
27.1	LU inspections		Y	Y	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		Y	Y	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		Y	Y	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
<b>35</b>	<b>Conveyance of loads</b>		Y	Y	
35.1	Conveyance of loads on lifts and escalators		Y	Y	
35.2	Conveyance of hazardous materials and substances		Y	Y	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators		Y	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	
39	Working on or about the track		Y	Y	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y	Y	
41	Entering areas with gaseous fire suppression systems		Y	Y	
<b>42</b>	<b>Fire prevention</b>		Y	Y	





Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
42.1	General requirements		Y	Y	
42.2	Temporary fire points		N	N	
42.3	Timber		N	N	
42.4	Composites		N	N	
42.5	Sheeting materials		N	N	
<b>42.6</b>	<b>Gas cylinders</b>		<b>N</b>	<b>N</b>	
42.6.1	Use of gas cylinders in below ground locations		N	N	
42.6.2	Storage of gas cylinders (above ground)		N	N	
<b>42.7</b>	<b>Flammable and highly flammable materials</b>		<b>N</b>	<b>N</b>	
42.7.1	Use of flammable and highly flammable materials below ground		N	N	
42.7.2	Storage of flammable and highly flammable materials below ground		N	N	
<b>43</b>	<b>Hot work and fire hazards</b>		<b>N</b>	<b>N</b>	
43.1	Hot work		N	N	
43.2	Reasonable notice of works		N	N	
<b>43.3</b>	<b>Precautions</b>		<b>N</b>	<b>N</b>	
43.3.1	Buildings and assets		N	N	
43.3.2	Gas cylinders		N	N	
43.3.3	Gas detection		N	N	
<b>44</b>	<b>Storage</b>				
44.1	General requirements for storage		Y	Y	
44.2	Trackside storage		N	N	
44.3	Hazardous materials and substances		N	N	
44.4	Allocation of space on operational property		N	N	
45	Plant and equipment		N	N	
46	Clearance approvals		N	N	
47	Access equipment		N	N	
48	Temporary works		N	N	
49	Temporary fences and hoardings		N	N	
<b>50</b>	<b>Temporary lighting and power supplies</b>		<b>N</b>	<b>N</b>	
50.1	General requirements		N	N	



Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
50.2	Lighting in tunnels and shafts		N	N	
51	Screening of lights and positioning		N	N	
<b>52</b>	<b>Environmental requirements</b>				
52.1	General environmental requirements		Y	Y	
52.2	Environmental nuisance	If attending a LU site	Y	Y	
52.3	Water		N	N	
52.4	Waste management		Y	Y	
52.5	Noise and vibration	If attending a LU site	Y	Y	
52.6	Archaeology, historical interest and listed buildings		N	N	
52.7	Wildlife and Habitats		N	N	
52.8	Resource Use		Y	Y	
52.9	Pest control		Y	Y	
52.10	Land and water pollution prevention		N	N	
<b>53</b>	<b>Quality requirements</b>		<b>Y</b>	<b>Y</b>	
53.1	Records		Y	Y	
53.2	Retention period		Y	Y	
53.3	Availability of records for inspection		Y	Y	
53.4	Statistical process control, audit and inspection procedures		Y	Y	
53.5	General quality requirements		Y	Y	
53.6	Quality Plan		Y	Y	
53.7	Testing and inspection		Y	Y	
53.8	Certification of conformity		Y	Y	
53.9	Quarantine		Y	Y	
53.10	Traceability		Y	Y	
53.11	Maintenance and servicing		Y	Y	
53.12	Design		Y	Y	
53.13	Computer aided design		Y	Y	
53.14	Asset commissioning and handover		Y	Y	





Title: Contract Menu  
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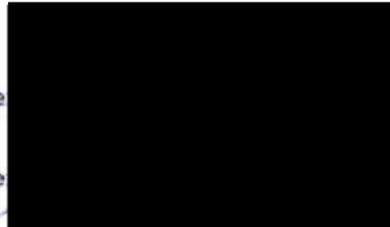
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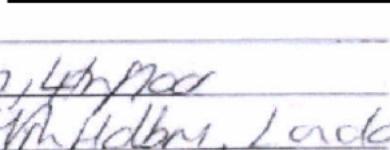
**Other requirements / comments**



## Client/Supplier approval

### Client Menu (Invitation to Tender)

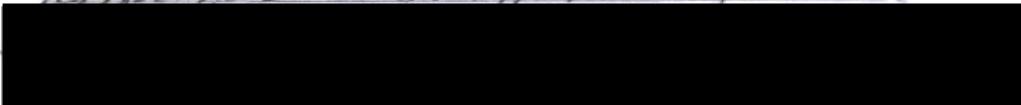
Prepared by: Melissa Pale Signature: 

Approved by (the Client's representative): Dr Mubanga Signature: 

Title: Project Manager

Address: Thames Valley London, Uxbridge

Phone No: Tel: 020 81-87 4444, London

Email: 

Revision of this menu: \_\_\_\_\_

### Supplier Menu (Tender)

Approved by (the Supplier's): Mr Pekka Kuusela Signature: 

Title: Chief Executive Officer (CEO)

Address: Piispanportti 7

Phone No: 

Email: 

Revision of this menu: 1



### 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: Mr Pekka Kuusela Signature: 







































**SCHEDULE 16: CONTRACT PARTICULARS****Items of Contract Particulars:**

(a) The Change Date is:	15 <sup>th</sup> November 2016
(b) The Commencement Date is:	15 <sup>th</sup> November 2016
(c) The Contract Price is:	€19,941,737
(d) The Fleet Acceptance Longstop Date is:	12 Months after 31 December 2023 provided in Schedule 2 Contract Programme
(e) Manufacturer Guarantee to be provided:	Yes
(f) Manufacturer Guarantor is:	EKE Finance Ltd
(g) The Manufacturer's Works are:	Allastie 5, 86601 Haapavesi, Finland
(h) The Storage Location is:	
(i) Performance Bond to be provided:	
(j) The Purchaser Representative is:	Luke Parrott Samuel McDonough
(k) The First Train Deliverables are:	First AB Unit Tested – 6 <sup>th</sup> July 2018
(l) Under Clause 8.2.1 the programme should be in the following form:	Microsoft Project
(m) If the Retention Period is not the period stated under Clause 10.3.1(B), it is:	As per Clause 10.3.1(B)
(n) The period for the Purchaser Representative to respond to the Manufacturer under Clause 12.4.2 is the following number of Working Days following receipt by the Purchaser Representative of an Acceptance for Service Certificate from the Manufacturer in accordance with Clause 12.4.2:	10 Working Days
(o) The amount of liquidated damages payable per day under Clause 13.1 is:	

(p) The amount of liquidated damages payable per Service Affecting Failures and Technical Failures under Clause 13.3 is:	
(q) The Purchaser's VAT registration number under Clause 21 is:	01900907
(r) The amount of the Performance Bond under Clause 22.2.2 is:	
(s) The Manufacturer's total aggregate liability to the Indemnified Parties under clause 29.4.1 is:	
(t) The notice details for the Purchaser / Purchaser Representative under Clause 36.1 are:	<p>Address: Templar House, 81-87 High Holborn, London, WC1V 6NU</p> <p>Attention: Luke Parrott</p> <p>Email: [REDACTED]</p> <p>Address: Templar House, 81-87 High Holborn, London, WC1V 6NU</p> <p>Attention: Samuel McDonough</p> <p>Email: [REDACTED]</p>
(u) The notice details for the Manufacturer under Clause 36.1 are:	<p>Address : Piispanportti 7, Finland</p> <p>Attention : Mika Linden</p> <p>Email : [REDACTED]</p>