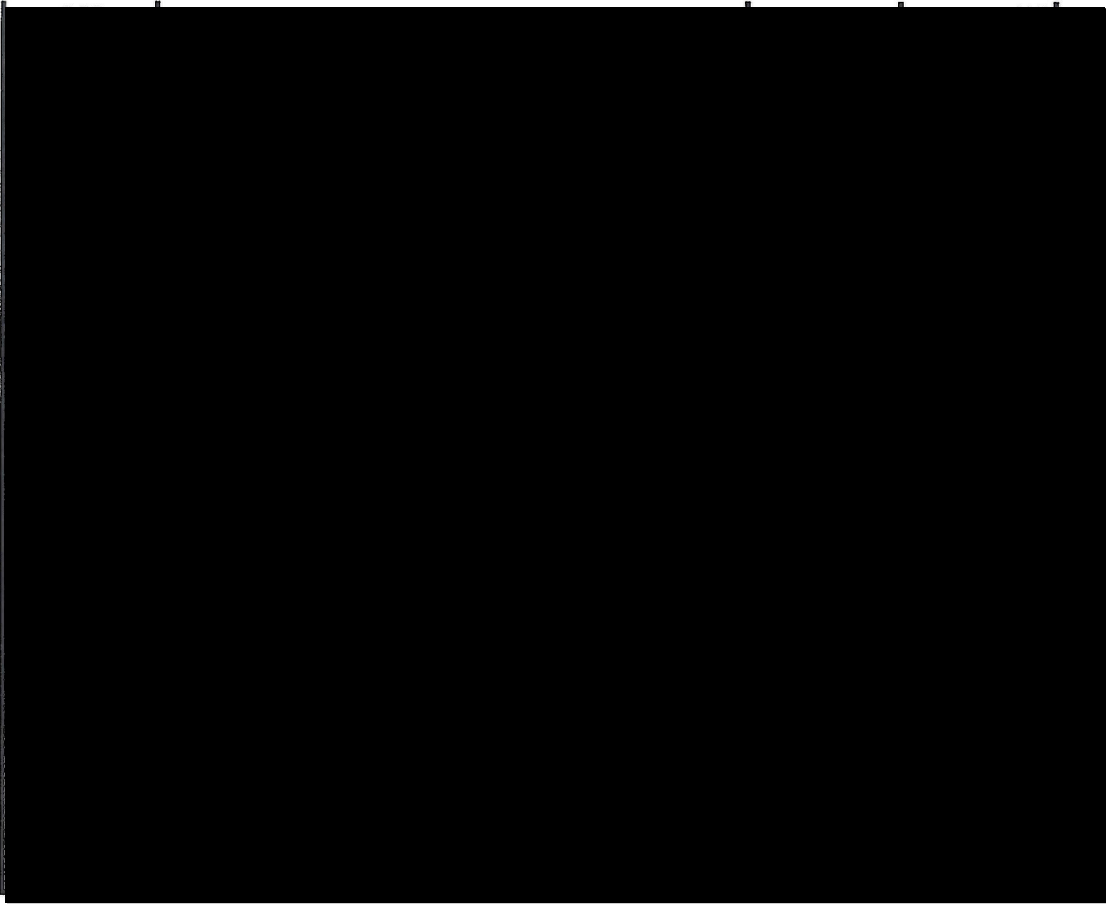
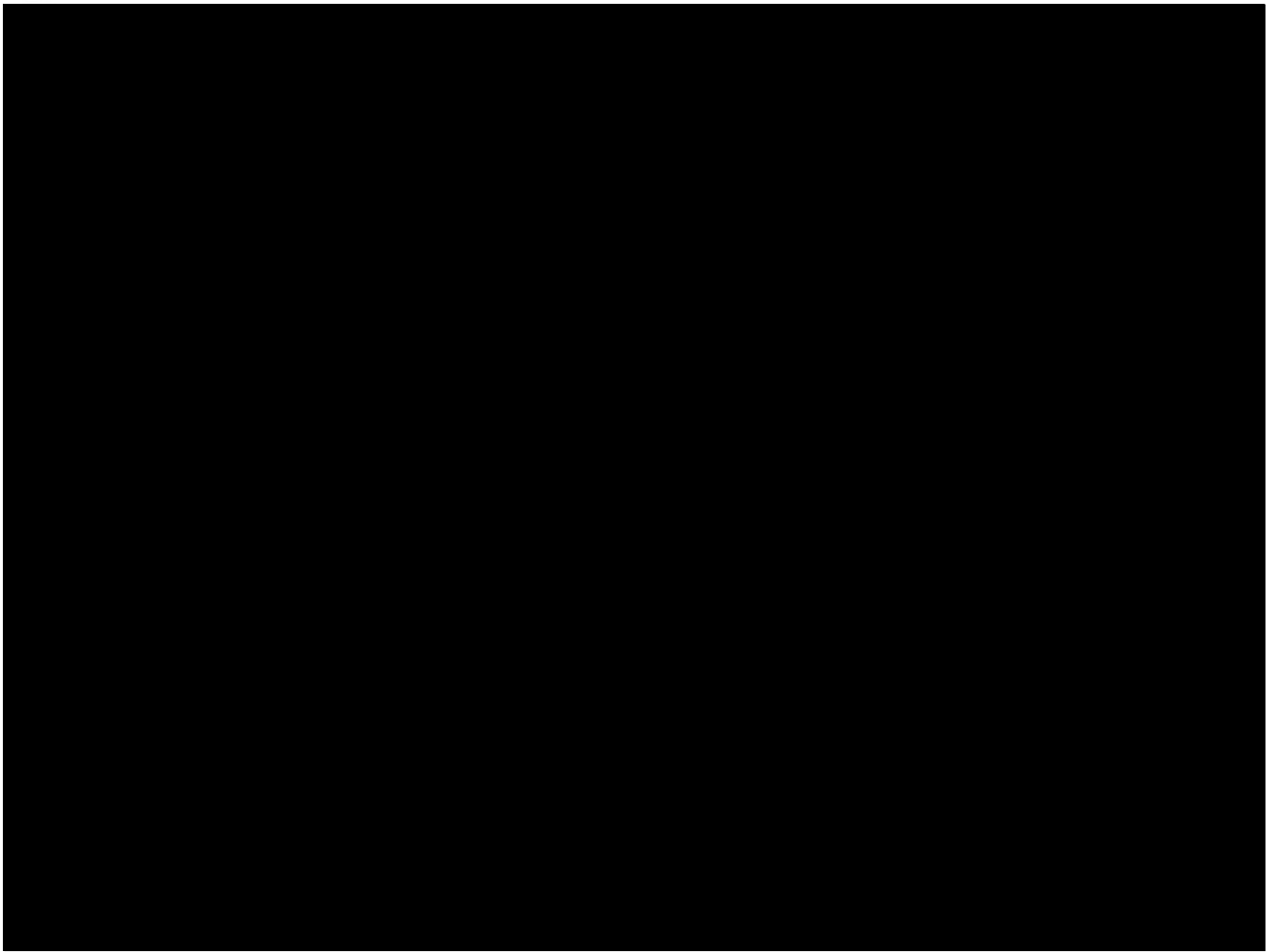


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**Appendix 1: Form of Payment Application (AFP)**

Under Clause 19.13, the Payment Application shall be in the following format unless the Company directs otherwise.

**EXAMPLE OF AFP (Contractor's APPLICATION for PAYMENT)**

Contract No: \_\_\_\_\_ Application No: \_\_\_\_\_

Work undertaken between [date] and [date] (Infracos' Accounting Period No. [ ] )

Contract \_\_\_\_\_

To: The Contract Manager on behalf of LUL Nominee BCV Limited and LUL Nominee SSL Limited	From:	
F.A.O.:		
<b>Original Contract Price</b>	£	
Value of Previous AVC's	£	
Value of AVC's issued since last application	£	
<b>CURRENT CONTRACT PRICE</b>	£	

Claimed

Approved

Value of Work Done already Certified	£	
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Value of Work subject to this application	£ _____	£ _____ £
Total Value of Work Done	£ _____	_____
Net Amount due for Payment	£	£
<b>LESS</b> Value of Payments previously certified	£	£
<b>Amount Claimed for Payment</b>	£	£

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of [Contractor]

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of LUL Nominee BCV Limited and  
LUL Nominee SSL Limited

## Schedule 5

### Contract Variation Procedure

Variations to any Contract in accordance with Clause 22 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 Contract Price is known, the Company's Representative will complete Part A of the Variation Proposal and send three (3) copies to the Contractor. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Contractor will complete Part B of the Variation Proposal and will return two (2) copies to the Company's Representative. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Contractor 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 the "**Variation Order**") and supplying such Variation Order to the Contractor. The relevant part(s) of this Contract shall thereupon be varied accordingly.
- 1.2 In any case where the Contractor wishes to recommend a Variation, the Contractor shall request the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of the Variation Proposal and sending two (2) copies of it to the Company's Representative. 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 Contractor 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 Contractor. The relevant part(s) of this Contract shall thereupon be varied accordingly.
- 1.3 The Company shall 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.
- 1.4 The Contractor 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 Contractor to proceed with the variation.



- 1.5 The price indicated by the Contractor must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the extent of the Works to be carried out.
- 1.6 The Contractor 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 Contractor to offer and which has the least possible impact on the terms of the Contract, including but not limited to, the Specification and the Contract Programme.
- 1.7 Strict adherence to the procedure described in this Schedule 5 shall be a condition precedent to any addition to the Contract Price for the Works. If the Contractor does not adhere to each paragraph in this Schedule 5 then the Contractor shall not be entitled to any addition to the Contract Price notwithstanding that the Contractor may have supplied additional or varied works.
- 1.8 Subject to paragraph 2 below, the Contractor shall not implement any variation until it has been duly authorised by the Company's Representative by the issue of Part C of the Variation Proposal.
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 Contract Price is established, the Company's Representative will complete Part A of the Variation Proposal, which will be authorised by the Company's Representative and send two (2) 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 Variation Proposal but will immediately proceed to implement such Variation and the consequences of such Variation for the Contract Price shall either be agreed with the Contractor or, in default of such agreement, determined by the Company's Representative in accordance with paragraph 3 below.
3. In the absence of agreement the valuation of Variations ordered by the Company's Representative shall be determined by the Company's Representative in accordance with the following principles:
  - 3.1 to the extent that the effect of the Variation includes activities which are similar to those stated in Schedule 4 (Rates and Prices) then so far as is possible the effect of the Variation is assessed using the rates and prices for those activities in Schedule 4 (and such rates and prices are deemed to be inclusive of all overheads and profit);
  - 3.2 in all other cases the change to the Contract Price in respect of the Variation is based upon a fair valuation (and such assessment is deemed to be inclusive of all overheads and profit); and

- 3.3 in valuing any Variation under this paragraph 3, the Company's Representative shall make due allowance for any cost savings which the Contractor may make in carrying out the varied work resulting from any Variation.
4. Any variation to the Contract 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 34 of the Conditions of Contract. The Variation Sum shall be paid as an equal proportionate adjustment to the Contract Price for the remaining period of the Contract until the Contract Completion Date unless otherwise specified in the Variation.
5. In an emergency, the Parties shall use their best endeavours to expedite the actions permitted or requested under the Contract Variation Procedure.

**\_APPENDIX 1 : FORM OF VARIATION PROPOSAL/VARIATION ORDER**

<b>To:</b>	<b>From:</b>
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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:**

**Contractor's Representative:**

**Print Name:** ..... **Signature:** ..... **Date:** .....

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:** .....

**Schedule 6**  
**QUENSH Menu**



# F0780 Contract Menu

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:** TfL 00466

**Contract Name** Framework Agreement for Structural Maintenance Lot 3

**Client:** BCV, JNP & SSL Civils Maintenance

**Supplier:** Dyer & Butler

**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.