

NETWORK RAIL 11

**Network Rail Schedule of Amendments
to MF/1 (Rev 4)
Model Form of General Conditions
of Contract 2000 Edition
for
[Insert Contract Title]**

<p>Signed by: _____ for and on behalf of Network Rail</p> <p>Signed by: _____ for and on behalf of the Contractor</p> <p>Agreement/Contract No.: [Insert]</p>

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NETWORK RAIL INFRASTRUCTURE LIMITED

MF/1 (Rev 4) Model Form of General Conditions of Contract 2000 Edition

This Agreement made the [Insert] day of [Insert] 20[Insert] **between**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (registered in England and Wales as Company number 2904587) and having its registered office at Kings Place, 90 York Way, London, N1 9AG (hereinafter called the “**Purchaser**”); and
- (2) **[Insert]** [registered in as company number] and having its [registered office at] (“**the Contractor**”).

Whereas the Purchaser wishes to have certain Works executed by the Contractor, namely [Insert] and has accepted a Contract Price by the Contractor for the design, manufacture, delivery to Site, erection, testing and completion thereof and the remedying of defects therein in accordance with the Contract in the sum of £[Insert] (hereinafter called the “**Contract Price**”).

This Agreement Witnesses as follows:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions hereinafter referred to.
- 2 The following documents and their annexes attached hereto shall form and be read and construed as part of this Agreement and shall in the case of any ambiguity or discrepancy have the following order of priority:
 - 2.1 This Contract Agreement;
 - 2.2 Schedule of Post Tender Amendments;
 - 2.3 The following Appendices,
 - (a) the Appendix, and
 - (b) the Special Conditions;
 - 2.4 Contract Specific Conditions and annexed forms of guarantee, deeds of collateral warranty and/or novation (if applicable);
 - 2.5 The general conditions being the Model Form of General Conditions of Contract for use in connection with home or overseas contracts for the supply of electrical, electronic or mechanical plant - with erection 2000 Edition (MF/1 (rev 4)) as amended and supplemented by the Network Rail Schedule of Amendments to MF/1 (rev 4) and including the Additional Special Conditions as applied;
 - 2.6 The Technical Workslope;
 - 2.7 Contract Requirements HSQE;
 - 2.8 Preliminaries; and
 - 2.9 Pricing Document.
- 3 In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor agrees to design, manufacture, deliver to Site, erect, test and complete the Works and to remedy defects therein in conformity in all

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respects with the provisions of the Contract.

4 The Purchaser hereby covenants to pay to the Contractor in consideration of the construction and completion of the Works the Contract Price at the times and in the manner prescribed by the Contract.

5 This Agreement shall be governed by and construed in accordance with English law.

IN WITNESS whereof the Purchaser and the Contractor have caused this Agreement to be executed on the date first stated above, as follows:

THE COMMON SEAL of)
NETWORK RAIL INFRASTRUCTURE LIMITED)
was affixed to this DEED in the presence of:)

Authorised Signatory as approved by resolution
of the board of Network Rail Infrastructure Limited
on 28th September 2011

Authorised Signatory.....

OR

SIGNED for and on behalf of)
NETWORK RAIL INFRASTRUCTURE LIMITED)
by:)
)

Authorised signatory

THE COMMON SEAL of)
)
was affixed to this DEED in the presence of)
the following persons, who have signed this DEED)
for and on behalf in the capacities hereinafter stated:)
)

Director

Director/Company Secretary

OR

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SIGNED as a DEED for and on behalf of

By

Director

Director/Company Secretary

OR

SIGNED for and on behalf of

By

Director

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Schedule of Post Tender Amendments

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APPENDIX:

GENERAL CONDITIONS

Prime cost items	SUB-CLAUSE 5.5	
	Percentage to be added	2.5%
Parent Company Guarantee	SUB-CLAUSE 8.1	Required / Not Required
Delay in completion	SUB-CLAUSE 34.1	
	Liquidated and ascertained damages to be paid or deducted for each week of delay	[£•] per week or part thereof
	OR for Sections of the Works where applicable:	
	Section:.....	[£•] per week or part thereof
	Section:.....	[£•] per week or part thereof
	Section:.....	[£•] per week or part thereof
	Maximum amount which payments or deductions shall not exceed	The Contract Price
Prolonged delay	SUB-CLAUSE 34.2	
	Maximum loss recoverable by the Purchaser	Not applicable: no maximum applies.
Retention	SUB-CLAUSE 39.7	0 or 3%
Allowance for profit on claims	SUB-CLAUSE 41.2	
	Percentage to be added	NIL
Person to appoint Adjudicator	President or Vice-President for the time being of the Technology and Construction Bar Association	

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SPECIAL CONDITIONS

Purchaser 1.1.a	The Purchaser is Network Rail Infrastructure Limited	
Purchaser's Representative 1.1.d	The Purchaser's Representative is [Insert]	
Time for Completion 1.1.m	The date for commencement of the Works is [Insert] and the Time for Completion of the Works is [Insert] or where appropriate the Time for Completion of each Section of the Works is: [Insert Section] - [Insert date] [Insert Section] - [Insert date] [Insert Section] - [Insert date] [Insert Section] - [Insert date] [Insert Section] - [Insert date] [Insert Section] - [Insert date]	
Changes in Costs-labour, materials and transport 6.2	Sub-clause 6.2 of the general conditions shall not apply	
Notices 10.1 10.2	Purchaser's address: [Insert] Purchaser's Representative's address: [Insert] Contractor's address: [Insert]	
Purchaser's lifting equipment 11.5	The following lifting equipment belonging to the Purchaser may be used by the Contractor in connection with the Works: [Insert]	
Utilities and power 11.6	Utilities available for use by the Contractor on Site are as follows: [Insert]	
Power, etc. for tests on site 11.7	The following items will be provided by the Purchaser to enable the Contractor to carry out any tests. [Insert]	
Form of programme 14.2	The Programme shall be in the following form: [Insert]	
CDM Co-ordinator 20.1	The CDM Co-ordinator for the Project is Network Rail Infrastructure Limited	
Performance Tests 35.1	The Performance Tests required are contained in document(s) [Insert].	

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35.6	Time for completion of Performance Tests: [Insert weeks/days]		
35.8	Liquidated damages for failure to pass Performance Tests: £ [Insert] per percentage point of guaranteed efficiency for the Works OR £ [Insert] per percentage point of guaranteed efficiency for the following sections of the Works. [Insert]		
Defects liability period 36.1	The Defects Liability Period shall be [12/18/24/36] months after taking-over.		
Certificates and payment 39.2	The following documents are required to evidence the entitlement to payment [Insert]		
Progress certificates of payment 40.1	1	The Contractor may make application to the Purchaser's Representative for first, second and third progress certificates of payment when the value of Plant manufactured and work executed before delivery to Site amounts to not less than [Insert]%, [Insert]% and [Insert]% respectively of the Contract Price and the Contractor has furnished to the Purchaser's Representative reasonable evidence of such value and of the Contractor's right to transfer the property therein to the Purchaser, and that he has suitably and sufficiently marked such part of the Plant as the Purchaser's Representative may reasonably require as the property of the Purchaser. Not more than three applications for such certificates may be made except in accordance with sub-clause 3 of this clause, and the Contractor being otherwise entitled to make application for a second or third such certificate shall not be debarred from making such application on account of his not having applied for a first or second progress certificate of payment as the case may be.	[Applies / Does not Apply]
	2	Every progress certificate of payment shall certify that the total value of the Plant manufactured and work executed up to the date of the certificate amounts to not less than [Insert]%, [Insert]% or [Insert]% of the Contract Price as the case may be, and for the purposes of sub-clause 39.4 (Value included in certificates of payment) the total value certified in a progress certificate of payment shall be deemed to be [Insert]%, [Insert]% or [Insert]% of the Contract Price as the case may be.	[Applies / Does not Apply]

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	3	In the event of the Works being divided by the Contract into two or more Sections the provisions of sub-clauses 1 and 2 of this clause shall have effect as if each Section formed the subject of a separate Contract and as if the expression “the Contract Price” meant the part of the Contract Price properly attributable to the Section.	[Applies / Does not Apply]
	4	The provisions of sub-clauses 39.3 (Issue of payment certificate), 39.5 (Adjustments to certificates) and 39.8 (Effect of certificates of payment) shall have effect in relation to progress certificates of payment in all respects as if such certificates were interim certificates of payment.	[Applies / Does not Apply]
Terms of payment 40.1	1	The Purchaser shall pay to the Contractor in the following manner the Contract Price adjusted to give effect to such additions thereto and such deductions therefrom as are provided for in these Conditions:	[Applies / Does not Apply]
	(a)	[Insert]% of the Contract Price, as an advance payment, within 21 days after the Contractor has furnished to the Purchaser an irrevocable letter of guarantee, from a guarantor or surety acceptable to the Purchaser, with a value equivalent to the advance payment. The letter of guarantee shall provide for its value to reduce by an amount equal to [Insert]% of the sum certified in each interim certificate of payment.	[Applies / Does not Apply]
	(b)	Within 21 days after presentation of each interim certificate of payment a sum equal to [Insert]% of the sum certified therein in respect of Plant shipped or delivered to Site (as the case may be) and of freight and insurance paid in respect of Plant shipped, and [Insert]% of the sum certified therein in respect of work done on Site.	[Applies / Does not Apply]
	(c)	[Insert]% of the Contract Price adjusted as aforesaid within 21 days after presentation of the Taking-Over Certificate.	[Applies / Does not Apply]
	(d)	The balance of the Contract Price adjusted as aforesaid within 21 days after presentation of the final certificate of payment. If the Contractor shall have furnished to the Purchaser a guarantee acceptable to the Purchaser for the payment on demand of such balance, he shall be entitled to payment thereof with or at any time after the payment provided for by paragraph (c) hereof.	[Applies / Does not Apply]

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	2	<p>If any Section of the Works shall be taken over separately under clause 29 (Taking-over) the payments herein provided for on or after taking-over shall be made in respect of the Section taken over and reference to the Contract Price shall mean such part of the Contract Price as shall, in the absence of agreement, be apportioned thereto by the Purchaser's Representative.</p>	<p>[Applies / Does not Apply]</p>
	3	<p>If at any time at which payment would fall to be made under paragraph (b) or paragraph (c) of sub-clause 1 of this clause there shall be any defect in any portion of the Works in respect of which such payment is proposed, the Purchaser may retain the whole of such payment provided that, in the event of the said defect being of a minor character and not such as to affect the use of the Works or the said portion thereof for the purpose intended without serious risk, the Purchaser shall not retain a greater sum than represents the Cost of making good the said minor defect. Any sum retained by the Purchaser pursuant to the provisions of this sub-clause shall be paid to the Contractor upon the said defect being made good.</p>	<p>[Applies / Does not Apply]</p>
<p>Professional Indemnity Insurance 47A</p>		<p>The Contractor shall effect professional indemnity insurance for a minimum amount of £10,000,000 for any one claim or series of claims arising out of any one event and which may be subject to an annual aggregate limit from the start of the Contract until 12 years from the date of the Taking Over Certificate.</p>	

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Specials Conditions (Continued)
 (the following relate to the applicability of the Additional Special Conditions)

<p>Collateral Warranties and Novation Agreements. Additional Special Condition 1</p>		<p>[Applies / Does not Apply]</p>
<p>Suppliers and Consultants to be novated to the Contractor Additional Special Condition 1.2</p>	<p>Name:[Insert] Address: [Insert] Name:[Insert] Address: [Insert]</p>	
<p>Additional Special Conditions for use in Contracts involving the incidental supply of hardware and software Additional Special Condition 2</p>		<p>[Applies / Does not Apply]</p>
<p>Additional Special Conditions for use in Contracts where certification for payment and payments are to be determined in whole or in part by measurement. Additional Special Condition 3</p>	<p>Paragraph 1 (clause 5.2)</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 2 (clause 5.7)</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 3 (clause 6.1)</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 4 (clause 11.2)</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 5 (clause 11.9)</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 6 (clause 16.3)</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 7</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 8</p>	<p>[Applies / Does not Apply]</p>
	<p>Paragraph 9</p>	<p>[Applies / Does not Apply]</p>

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<p>Additional Special Conditions for use where the Contract is to provide sectional completion and damages for delay in completion of sections.</p> <p>Additional Special Condition 4</p>		<p>[Applies / Does not Apply]</p>
<p>Additional Special Conditions for use in Contracts which are subject to the Housing Grants, Construction and Regeneration Act 1996 (the "Act")</p> <p>Additional Special Condition 5</p>		<p>Applies</p>
<p>Additional Special Conditions for use in Contracts which are subject to The Contracts (Rights of Third Parties) Act 1999</p> <p>Additional Special Condition 6</p>		<p>Applies</p>

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Network Rail Infrastructure Limited

Network Rail Schedule of Amendments to MF/1 (REV 4) Model Form of General Conditions of Contract 2000 Edition

Clause	Details of Amendment/Addition/Deletion
Clause 1.1.a (Purchaser)	Delete "...Special Conditions and the ... with the consent of the Contractor)" and insert "Contract Agreement and shall include".
Clause 1.1.b (Contractor)	Delete "whose Tender has been accepted by the Purchaser" and insert "named in the Contract Agreement".
Clause 1.1.c (Sub-Contractor)	Insert after "consent of" in line 11 - "or at the direction of". Insert at end: "and shall include sub-contractors of any such Sub-Contractors".
Clauses 1.1.d (Engineer)	Delete and insert: "1.1.d "Purchaser's Representative" means such person or persons as may be nominated by the Purchaser to act as such for the purposes of the Contract, and all references in the Contract to "the Engineer" and "the Engineer's Representative" shall be deemed to be references to the "Purchaser's Representative" ."
1.1.e (Engineer's Representative)	Delete clause 1.1.e and insert "Not used".
Clause 1.1.g (Contract)	Delete, and insert: " "Contract" means the Contract Agreement and the other documents listed in the Contract Agreement."
Clause 1.1.k (Tender)	Delete and insert "not used". All references to "the Tender" in the Contract shall be deemed to be references to the "Contract" and/or "Contract Price" as the context requires.
Clause 1.1.l (Letter of Acceptance)	Delete and insert: " "Contract Agreement" means the Form of Agreement executed by the parties. All references to the "Letter of Acceptance" in the Contract shall be deemed to be references to the "Contract Agreement"."
Clause 1.1.m (Time for Completion)	Delete "whichever is the later of: (a)" and delete paragraphs (b) and (c).
Clause 1.1s (Specification)	Delete "annexed to or included in the Contract" and insert "contained in the Technical Workslope." Delete "clause 21" and insert "Clause 27".
Clause 1.1t (Special Conditions)	Delete and Insert: " "Special Conditions" means the Special Conditions referred to in the Contract Agreement."
Clause 1.1.ff to 1.1kk	Insert after clause 1.1.ee new definitions as follows: "1.1.ff "Intellectual Property" means all intellectual and industrial property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trade mark, trade

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	<p>mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement, technique, copyright, unregistered design right, technical information or drawing including rights in computer software, database rights, topography rights;</p> <p>1.1.gg “Material” means all plans, drawings, specifications, schedules, reports, records, calculations, correspondence and other documents (including any computer software developed by the Contractor to generate them and any design contained in them) prepared or provided by the Contractor in connection with the Contract.</p> <p>1.1.hh “Contract Requirements HSQE” means the document referred to as such in the Contract Agreement.</p> <p>1.1.ii “Joint Names Policy” means a policy of insurance which includes the Purchaser and the Contractor as the insured and under which insurers have no right of recourse against any person named as an insured.</p> <p>1.1.jj “Preliminaries” means the document referred to as such in the Contract Agreement.</p> <p>1.1.kk “Technical Worksopce” means the document referred to as such in the Contract Agreement.”</p>				
Clause 2.1 (Engineer’s Duties)	Delete “If the Engineer” to the end of the paragraph.				
Clause 2.2 (Engineer’s Representative)	Delete and insert “Not used”.				
Clause 2.3 (Engineer’s power to delegate)	<p>Delete “to the Engineer’s Representative” and insert “to any person”.</p> <p>Insert at the end of line 27 “Any such delegation shall not be given in respect of any decision to be taken under Clauses 2.6, 25.1, 25.5, 39.13 and 49.1.”</p> <p>Delete in lines 32, 33 and 36 “the Engineer’s Representative” and substitute “such person”.</p>				
Clause 2.6 (Disputing engineer’s decisions)	Delete in lines 11 and 12 “arbitration” and insert “adjudication/the Courts”.				
Clause 2.8 (Replacement of engineer)	Delete and insert “Not used”.				
Clause 3 (Assignment and sub-contracting)	<p>Delete and insert as follows:</p> <table border="1" data-bbox="486 1704 1428 1982"> <tr> <td style="text-align: center;">“3.</td> <td>Assignment, Sub-Contracting and Third Party Rights</td> </tr> <tr> <td style="text-align: center;">3.1</td> <td>The Purchaser shall be entitled to assign, charge or transfer this Contract or any of its rights under it. The Contractor shall not assign, charge or transfer the Contract or any of its rights under it without the prior written consent of the Purchaser.</td> </tr> </table>	“3.	Assignment, Sub-Contracting and Third Party Rights	3.1	The Purchaser shall be entitled to assign, charge or transfer this Contract or any of its rights under it. The Contractor shall not assign, charge or transfer the Contract or any of its rights under it without the prior written consent of the Purchaser.
“3.	Assignment, Sub-Contracting and Third Party Rights				
3.1	The Purchaser shall be entitled to assign, charge or transfer this Contract or any of its rights under it. The Contractor shall not assign, charge or transfer the Contract or any of its rights under it without the prior written consent of the Purchaser.				

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	<p>3.2 The Contractor shall not sub-contract any part of the Works (including without limitation, the supply of goods and materials) or their design without the prior written consent of the Purchaser's Representative, which consent shall not be unreasonably withheld.</p> <p>3.3 No sub-letting by the Contractor and no consent of the Purchaser and nothing contained in the Contract requiring the Contractor to sub-let any work to or obtain any materials and/or goods from any person or persons named therein shall in any way relieve the Contractor from his responsibility for the due execution and completion of the Works in accordance with the Contract.</p> <p>3.4 Save as provided in sub-clause 17.4 (Employment Protection and TUPE), nothing in the Contract confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract."</p>
Clause 4.1 (Precedence of documents)	<p>Delete and insert as follows: "The documents forming part of the Contract shall have the priority given to them by the Contract Agreement".</p>
Clause 5.6	Delete and Insert "Not used".
Clause 5.7	Insert after "obstructions" in line 30 "pollution or contamination".
Clause 7.1: (Discrepancies in Documents)	<p>Delete and insert: "7.1 If the Contractor shall find an inaccuracy, discrepancy or ambiguity contained in or between any of the documents forming part of the Contract, he shall immediately notify the Purchaser's Representative, who shall, on receipt of such notice, issue an instruction as to how such inaccuracy, discrepancy or ambiguity shall be resolved applying the order of priority of documents stated in the Contract Agreement. The Contractor shall not be entitled to an extension of time or to any additional payment in respect of compliance with such instruction to the extent that such inaccuracy, discrepancy or ambiguity could reasonably have been found or foreseen at the date of the Contract by a contractor exercising the skill, care and diligence reasonably to be expected of a contractor experienced in projects of a similar nature to the Works."</p>
Clause 8.1 (Provision of bond or guarantee)	<p>Delete whole of existing clause 8 and insert as follows: "8.1 If stated to be required in the Appendix the Contractor shall obtain and provide to the Purchaser, forthwith upon entry into the Contract, a parent company guarantee in the form appended to the Contract Specific Conditions from the Contractor's ultimate holding company. For these purposes "ultimate holding company" shall mean the parent company of the group of companies of which the Contractor is a member (as each of those terms is defined in s.170 Taxation of Chargeable Gains Act 1992)."</p>
Clause 8.2: (Failure to provide bond or guarantee)	"8.2 The Contractor's compliance with the provisions of sub-clause 8.1 shall be a condition precedent to any obligation on the part of the Purchaser to make any payment that might otherwise be due under the Contract, and the Contractor acknowledges that he has no entitlement either to receive payment or to exercise any rights in respect of non-payment arising under

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	the Contract unless and until the Contractor has provided a parent company guarantee if so required.”						
Clause 9.1 (Details Confidential)	<p>Delete and insert as follows:</p> <p>“9.1 All information obtained by the Contractor in the course or conduct of the Contract shall be held confidential and shall not be divulged by the Contractor to any third party save to the extent necessary to effect the execution of the Contract and then only on the basis that the recipient of such information shall be bound by similar confidentiality obligations to those undertaken by the Contractor hereunder.</p> <p>Provided however that this obligation shall not apply to information which:</p> <table border="1"> <tr> <td>(a)</td> <td>is or shall become part of the public domain otherwise than in consequence of a breach of the Contractor of its obligations under this Clause;</td> </tr> <tr> <td>(b)</td> <td>was in the Contractor's possession prior to award of this Contract and which the Purchaser did not notify the Contractor as being confidential or which would not reasonably be regarded as confidential by its very nature;</td> </tr> <tr> <td>(c)</td> <td>was received from third parties having to the best of the Contractor's knowledge the right to disclose such information</td> </tr> </table> <p>The Contractor shall ensure that the provisions of this clause are incorporated in any sub-contracts or supply orders and that the employees, agents or representatives of all or any of the Sub-Contractors or suppliers comply with the same.</p> <p>The Contractor shall not make any announcement in relation to this contract or its subject matter without the prior written approval of the Purchaser except as required by law or by any legal or regulatory authority.</p> <p>This sub-clause 9.1 shall remain binding on the Contractor notwithstanding the completion or termination or determination of this Contract for any reason.”</p>	(a)	is or shall become part of the public domain otherwise than in consequence of a breach of the Contractor of its obligations under this Clause;	(b)	was in the Contractor's possession prior to award of this Contract and which the Purchaser did not notify the Contractor as being confidential or which would not reasonably be regarded as confidential by its very nature;	(c)	was received from third parties having to the best of the Contractor's knowledge the right to disclose such information
(a)	is or shall become part of the public domain otherwise than in consequence of a breach of the Contractor of its obligations under this Clause;						
(b)	was in the Contractor's possession prior to award of this Contract and which the Purchaser did not notify the Contractor as being confidential or which would not reasonably be regarded as confidential by its very nature;						
(c)	was received from third parties having to the best of the Contractor's knowledge the right to disclose such information						
Clause 9.2 (Site photographs)	<p>Insert new sub-clause with the sub-heading “(Site photographs)” as follows:</p> <p>“9.2 Except as required to record activities on the Site, the Contractor shall not at any time take any photograph of the Site or the Works or any part thereof, and shall take all reasonable steps to ensure that no such photographs shall at any time be taken or published or otherwise circulated by any person employed by him, unless the Contractor has obtained the prior written consent of the Purchaser's Representative.”</p>						
10.1 (Notices to Purchaser and Purchaser's Representative)	Delete “telex, cable, or facsimile transmission”.						
Clause 10.3 (Service of notices)	Delete “four days” and insert “two days”.						

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<p>Clause 11.2 (Wayleaves, consents etc.)</p>	<p>Delete "Purchaser" in line 10 and insert "Contractor".</p> <p>Add at end: "other than planning permission and any other consents, wayleaves and approvals which the Technical Workslope states that the Purchaser will obtain".</p>
<p>Clause 11.3 (Import permits, licences and duties)</p>	<p>Delete "Purchaser" in line 15, and insert "Contractor".</p> <p>Delete second and third sentences, and insert: "Unless expressly stated elsewhere in the Contract, the Contractor shall pay all customs and import duties arising upon the importation of Plant into the country in which the Plant is to be erected".</p>
<p>Clause 11.7 (Power etc. for tests on site)</p>	<p>Delete "unless otherwise stated in the Special Conditions".</p> <p>Add at the end: "and as may be specified in the Special Conditions".</p>
<p>Clause 13.2</p>	<p>Before the word "Specification" insert the words "Technical Workslope and". After "Engineer may give" insert "and the Contractor shall comply with the Preliminaries".</p>
<p>Clause 13.3 (Contractor's design)</p>	<p>Delete second and third sentences.</p>
<p>Clause 14.1 (Programme)</p>	<p>Delete "within 30 days after the Letter of Acceptance" in lines 1 and 2 and insert "within 21 days after the date of the Contract Agreement".</p> <p>In paragraph (d)(iv), delete and insert: "to provide any speed restrictions, track possessions or isolation requirements agreed to be provided by the Purchaser".</p>
<p>Clause 14.4 (Alterations to programme)</p>	<p>Add at end: "and shall not make any alteration which affects the Purchaser's obligations without such consent".</p>
<p>Clause 15.1 (Drawings)</p>	<p>Delete and insert as follows:</p> <p>"15.1 At such times as not to delay or disrupt the progress of the Works and in accordance with the Programme and/or any relevant dates set out in the Contract, the Contractor, without further charge, shall provide the Purchaser (unless he shall have been previously so provided and unless the Contract expressly requires that the same are to be provided by the Purchaser or the Purchaser's Representative) with one original and three reproducible copies (including by electronic format) true-to-scale of such designs, drawings, details, documents, information or samples (referred to in this sub-clause 15.1 as "designs and drawings") as are reasonably necessary to explain, amplify, show or describe the Works or to enable the Contractor to execute and complete the Works or to comply with any instruction issued by the Purchaser's Representative. The Contractor shall check and co-ordinate any such designs and drawings submitted by him prior to submission of the same.</p> <p>The Contractor shall not commence construction in accordance with such designs and drawings until the Purchaser's Representative has consented</p>

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	<p>thereto and shall not be entitled to be paid for work executed other than in accordance with designs and drawings to which the Purchaser's Representative has consented."</p>				
<p>Clause 15.5A (Methods of construction)</p>	<p>Insert new sub-clause as follows:</p> <p>"The Contractor shall submit at such times and in such detail as the Purchaser's Representative may reasonably require for full consideration to be given and if necessary for revised proposals to be considered such information pertaining to the methods of construction (including temporary works and the use of Contractor's Equipment) which the Contractor proposes to adopt or use and, if requested by the Purchaser's Representative, such calculations of stresses, strains and deflections that will arise in the Works and any parts thereof during construction from the use of such methods as are sufficient to demonstrate to the Purchaser's Representative that, if these methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the safe working of the railway or the property of the Purchaser and others or to the Works when completed."</p>				
<p>Clause 15.7 (Purchaser's use of drawings, etc. supplied by contractor)</p>	<p>Delete and insert:</p> <p>"The Intellectual Property in the Material shall remain vested in the Contractor but the Contractor hereby grants to the Purchaser an irrevocable, perpetual, royalty-free, non-exclusive licence to copy and use the Material and to reproduce the designs contained in it and the contents of it for the construction, completion, coordination, incorporation, reconstruction, reinstatement, modification, extension, maintenance, repair, letting, sale, advertisement or use of the Works and/or the Plant or for the provision of spares for use in the Works and/or Plant where the Contractor is unable or unwilling to provide such spares at commercially reasonable rates having regard to the rates and prices in the Pricing Document and any reasonable adjustment for inflation. The Purchaser shall be entitled to grant sub-licences to others in relation to the Material and the licence hereby granted shall be assignable to third parties and shall continue to subsist notwithstanding the termination or expiry of the Contract. The Contractor shall not be liable to the Purchaser or any sub-licensee for any use of the Material for any purpose other than that for which the same was prepared or provided by the Contractor.</p>				
	<p>The Contractor further agrees:</p> <table border="1" data-bbox="485 1615 1428 1872"> <tr> <td data-bbox="485 1615 600 1709">(i)</td> <td data-bbox="600 1615 1428 1709">to waive in favour of the Purchaser any and all moral rights in the Contractor's designs and drawings;</td> </tr> <tr> <td data-bbox="485 1709 600 1872">(ii)</td> <td data-bbox="600 1709 1428 1872">that the Purchaser may grant sub-licences to other persons to use and to reproduce the Contractor's designs and drawings and the content of them for any purposes relating to the Works and/or the Plant; and</td> </tr> </table> <p>to the extent that the Contractor does not have ownership of the copyright in any of the Contractor's designs and drawings, to procure from the copyright holder a licence with full title guarantee to the Purchaser in the same terms as set out above."</p>	(i)	to waive in favour of the Purchaser any and all moral rights in the Contractor's designs and drawings;	(ii)	that the Purchaser may grant sub-licences to other persons to use and to reproduce the Contractor's designs and drawings and the content of them for any purposes relating to the Works and/or the Plant; and
(i)	to waive in favour of the Purchaser any and all moral rights in the Contractor's designs and drawings;				
(ii)	that the Purchaser may grant sub-licences to other persons to use and to reproduce the Contractor's designs and drawings and the content of them for any purposes relating to the Works and/or the Plant; and				

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<p>Clause 15.9 (Manufacturing Drawings, etc.)</p>	<p>Delete and insert as follows:</p> <p>“Neither the granting of any consent or approval by the Purchaser’s Representative nor any comment or marking by or on behalf of the Purchaser on or in respect of any designs and drawings submitted by the Contractor shall relieve the Contractor of any liability which he would otherwise have in relation thereto. If the Contractor considers that any comment of the Purchaser’s Representative on the Contractor’s designs and drawings submitted under this clause 15 amounts to a variation under clause 27 (Variations), he shall notify the Purchaser within 7 days of receipt of the same.”</p>	
<p>Clause 16 (Errors in drawings etc. supplied by contractor)</p>	<p>Delete clause 16 and insert as follows:</p> <p>16.1 In the designs and drawings referred to in sub-clause 15.1 (including any further design which the Contractor is to carry out as a result of any instruction by the Purchaser’s Representative), the Contractor warrants and undertakes to the Purchaser that:</p>	
	(i)	<p>he has exercised and will continue to exercise in the design of the Works all the skill, care and diligence to be expected of a professionally qualified and competent engineer or other appropriate consultant taking into account the size, scope, nature, type and complexity of the Works;</p>
	(ii)	<p>the Works will, when completed, comply with any performance specification or requirement included or referred to in the Technical Workslope; and</p>
	(iii)	<p>except where otherwise stated in the Contract and subject to sub-clause 26.3, the Works comprise or will comprise only materials and goods which are of new and satisfactory quality and which are fit for their intended purpose;</p>
	<p>16.2 Any reference to the design which the Contractor has prepared or shall prepare or issue for the Works includes a reference to any design which the Contractor has caused or shall cause to be prepared or issued by others, whether before or after the date of the Contract.</p>	
	<p>16.3 Where the Contractor has provided designs in relation to the Works under any other contract with the Purchaser which is then provided by the Purchaser to the Contractor under this Contract, the Contractor shall not be able to disclaim responsibility for such design and shall be responsible for any inadequacy in such design.</p> <p>16.4 Notwithstanding anything to the contrary contained elsewhere in the Contract, the Contractor’s liability for any breach of its obligations in relation to the design of the Works, whether in contract, tort delict or otherwise, shall not exceed the sum of £10,000,000 in the aggregate.”</p>	
<p>Clause 17.3 (Returns of labour)</p>	<p>Delete in line 20 - “if required by the Engineer”.</p>	

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<p>Clause 17.4 (Employment Protection and TUPE)</p>	<p>Insert new sub-clause 17.4 as follows: “17.4 Notwithstanding anything to the contrary elsewhere in the Contract:</p>	
	(a)	<p>the Contractor shall be responsible for and shall indemnify and keep indemnified the Purchaser from and against all and any costs, claims, expenses, damages, demands, actions, losses and liabilities arising, out of or in connection with any claim in respect of any person which arises or is alleged to arise by reason of the operation of, and/or for failure to inform and consult under, the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or re-enacted from time to time (“TUPE”);</p>
	(b)	<p>in the last 12 months prior to completion of the Works, within 28 days of the Purchaser’s request, the Contractor shall (where TUPE is likely to apply) provide the Purchaser with a list of names, ages, addresses and national insurance numbers of all persons who are, who have been, or who may be at any time concerned with the Works or any part thereof, specifying their job title, job description, basic salary, bonus and all other emoluments and benefits, period of continuous employment, the percentage of the time that they have worked on the Contract, details of any agreements entered into with employee representative bodies in relation to such persons and such other requirements as the Purchaser may reasonably require (altogether the “Employee Data”);</p>
	(c)	<p>in the last 12 months prior to completion of the Works, the Contractor shall (and shall procure that any Sub-Contractor shall) provide to the people engaged in the performance of the Contract, written contracts of employment or statements of terms of employment, in either case complying with the requirements of Section 1 of the Employment Rights Act 1996, and retain copies of such documents together with such other documentation and PAYE records as may reasonably be required by the Purchaser (“Personnel Records”) and shall (where TUPE is likely to apply) within 28 days of the Purchaser’s request, whether during the performance of the Contract or following the end of the Contract (whether lawfully or otherwise) deliver up to the Purchaser or to such person as the Purchaser may nominate, the Employee Data, such copies of the Personnel Records as may be required by the Purchaser and, to the extent not otherwise provided, any employee liability information pursuant to and in accordance with Regulation 11 of TUPE. The Purchaser may communicate such information to persons intending to tender to execute works of the nature of the Works;</p>
	(d)	<p>the Contractor shall not (and shall procure that any Sub-Contractor shall not) in the last 6 months prior to completion of the Works (where TUPE is likely to apply), without the prior written permission of the Purchaser, vary or purport or promise to vary (in the employee’s favour), the terms of the contract of employment of any person engaged wholly or principally in the execution of the Works, except in the ordinary course of business;</p>

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	(e)	the Contractor shall not (and shall procure that any Sub-Contractor shall not) (where TUPE is likely to apply), without the prior written consent of the Purchaser create or grant, or promise to create or grant, terms or conditions of employment for any new employee engaged wholly or principally in the execution of the Works if and to the extent that such terms or conditions are materially different to the terms or conditions of employment of equivalent or nearest equivalent existing employees (which themselves comply with sub-clause 17.4(d)) at the date of commencement of employment of such new employee;
	(f)	the Contractor shall (and shall procure that any Sub-Contractor shall) (where TUPE is likely to apply) at all times comply with its information and consultation obligations under Regulation 13 of TUPE;
	(g)	<p>the Contractor shall indemnify and keep indemnified the Purchaser and any successor contractor against all costs, claims, expenses, damages, demands, actions, losses and liabilities arising out of or in connection with any claim or demand arising out of or in connection with any act or omission of the Contractor or any Sub-Contractor and which the Purchaser or the successor contractor incurs:</p> <ul style="list-style-type: none"> (i) in relation to any one or more employees whose employment has transferred or is alleged to have transferred to the Purchaser and/or a successor contractor pursuant to TUPE and/or the Contract; and/or (ii) as a result of the Contractor's breach of sub-clause 17.4(d), (e) and/or (f) of the Contract;
		and, despite anything else in this Agreement, such a successor contractor can directly enforce the indemnity in its favour provided for by this sub-clause 17.4."
Clause 17.5 (Site Security)		<p>Insert new clause as follows:</p> <p>"17.5 The Contractor shall take all reasonable steps and all steps required by the Contract to prevent unauthorised persons being admitted to the Site. If the Purchaser's Representative gives the Contractor notice that any person is not to be admitted to the Site, the Contractor shall take all practicable steps to prevent that person being admitted.</p>
		Where access to the Site is required by way of the Purchaser's land, the route of such access shall be approved by the Purchaser's Representative. The Contractor shall be responsible for ensuring that no person employed on his behalf trespasses beyond the agreed limits of the working area or access route and shall, if required so to do, provide and maintain to the satisfaction of the Purchaser's Representative temporary fencing of an approved type to prevent trespass on the railway or neighbouring land.
		Passes are required for admission to the Site and the Purchaser shall either issue them to the Contractor or arrange for their issue by the Contractor. The Contractor shall submit to the Purchaser's Representative a list of the names of the relevant employees and other persons issued or to be issued with passes, and any other information which the Purchaser's Representative reasonably requires in this connection. The passes shall be returned at any

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	time on the demand of the Purchaser's Representative and in any case on the completion of the Works.	
	The Contractor shall maintain a record of all visitors to the Site and shall, if and when instructed by the Purchaser's Representative, give to the Purchaser's Representative a list of names and addresses of all persons who are or may be at any time concerned with the Works or any part thereof, specifying the capacities in which they are so concerned, and giving such other particulars as the Purchaser's Representative may reasonably require."	
Clause 19.1 (Hours of work) and 19.2 (No night or rest day working)	Insert at beginning of both sub-clauses "Subject to sub-clause 19.3 (Track Possessions),".	
Clause 19.3 (Track Possessions)	Insert new sub-clause as follows:	
	"19.3 (a)	The Contractor shall in all cases submit written notice to the Purchaser's Representative confirming any speed restrictions, track possession or isolation requirements stated in the Programme in accordance with the Purchaser's current planning procedures (or as otherwise laid down in the Contract) in advance of the proposed commencement of work on or near the railway lines.
	(b)	The Purchaser reserves the right to cancel or alter the dates and times of the agreed speed restrictions, track possessions or isolations at short notice if this proves necessary because of any emergency affecting the safe or uninterrupted running of rail traffic, but in such an event alternative arrangements will be made as soon as the Purchaser's programme permits.
	(c)	Where any part of the Works has to be carried out during an agreed period of a speed restriction, track possession or isolation, the Contractor shall make adequate arrangements to ensure that such part can commence as programmed, and can be completed as early as possible, and in any case within that period. The arrangements shall include the provision of sufficient and suitable Contractor's Equipment (including, where practicable, standby equipment) and sufficient labour.
	(d)	Prior to the commencement of any speed restriction, track possession or isolation, if the Purchaser's Representative is of the opinion that the Contractor has failed to comply with the requirements of this sub-clause, he may at his discretion cancel the speed restriction, track possession or isolation, or reduce the extent of the work that the Contractor may carry out during such speed restriction, track possession or isolation, and shall notify the Contractor accordingly.

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	(e)	If, during a speed restriction, track possession or isolation, the Purchaser's Representative is of the opinion that the Contractor will be unable to complete the planned work (or any revision thereof proposed by the Contractor) to his satisfaction so as to permit the termination of the speed restriction, track possession or isolation at the time agreed, then the Purchaser's Representative may instruct the Contractor to reduce the extent of or vary the dates and times of the work to be carried out during such speed restriction, track possession or isolation. Such reduction or variation shall not entitle the Contractor to any additional payment or extension of time for completion if and to the extent that the Contractor's inability to complete the planned work was due to a breach by the Contractor of the requirements of the Contract.
	(f)	The Contractor acknowledges that the Purchaser may incur additional costs as a result of the requirement to use and/or obtain additional speed restrictions, track possessions or isolations in accordance with these sub-clauses, and that the Purchaser shall be entitled to contra-charge the Contractor in respect of such costs to the extent that they are due to a breach by the Contractor of the requirements of the Contract."
Clause 19.4 (Limit on Liability for Railway Costs)	Insert a new sub-clause as follows: "19.4 For the purposes of this sub-clause 19.4:	
	(a)	"Track Access Agreement" means any agreement (excluding Freight Access Agreements) entered into between the Purchaser and any other party and incorporating the Network Code.
	(b)	"Freight Access Agreement" means any agreement (excluding Track Access Agreements) entered into between the Purchaser and any other party for non-passenger services and incorporating the Network Code.
	(c)	"Network Code" means the document entitled "Network Code" dated 23 September 2009, as amended and modified from time to time.
	Notwithstanding any other provision of this Contract, the liability of the Contractor to compensate the Purchaser in respect of any consequential or indirect losses arising from an act or omission of the Contractor, or any sums payable by the Purchaser pursuant to Schedules 4 and 8 of any Track Access Agreement or the equivalent provisions of any Freight Access Agreement, whether in contract, tort, delict or otherwise shall not exceed in aggregate the Contract Price. Any amounts which may be payable under clause 34 (Delay) shall not be taken into account in the calculations anticipated by this sub-clause 19.4."	
Clause 19.5 (Railway Standards)	Insert a new sub-clause as follows: "The Contractor shall at all times comply with the Railway Group Standards, Network Rail Line Standards and/or any equivalent standard. If there is a	

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	change in the Railway Group Standards or Network Rail Standards affecting the Works after the date of the Contract which necessitates a variation to the Works, such variation shall be deemed to have been carried out under an instruction given pursuant to Clause 27”.
Clause 20.1 (Safety)	<p>Delete and insert as follows:</p> <p>“The Contractor shall strictly comply with the Purchaser’s health and safety requirements as set out in the Contract Requirements HSQE. In particular, but without limitation, the Contractor shall ensure that all the Contractor’s employees, any Sub-Contractors and other persons engaged by it in relation to the Contract receive safety and skills training in accordance with the requirements of the Contract Requirements HSQE and the Purchaser may instruct the immediate replacement, at the Contractor’s cost, of any person on the Site who is not so trained.</p> <p>The Contractor is appointed as “Principal Contractor” for the Project. The Contractor warrants that he is competent to accept this appointment and that he will properly perform all the duties required of a principal contractor under the Construction (Design and Management) Regulations 2007 including, without limitation, liaising with the CDM Co-ordinator for the Project, named in the Special Conditions.”</p>
Clause 23.3 (Services for Test or Inspection)	Delete in Line 24 “free of charge”.
Clause 25.6 (Effect of suspension on defects liability)	Delete and insert “Not used”.
Clause 26.2: (Remedy on Contractor’s failure to carry out work required)	<p>Insert a new sub-clause as follows:</p> <p>“Notwithstanding sub-clause 26.1, if, in the opinion of the Purchaser, any urgent measures shall become reasonably necessary in order to obviate any risk of accident or failure or if, by reason of the happening of any accident or failure or other event, any remedial or other work or repair shall become urgently necessary, and the Contractor shall be unable or unwilling at once to carry out such measures, the Purchaser may by his own staff and/or by using other contractors carry out such measures as the Purchaser may consider necessary.</p> <p>The Purchaser shall be entitled to recover from the Contractor all reasonable additional costs and expenses incurred by the Purchaser in carrying out such measures.”</p>
Clause 26.3 (Free-issue Materials)	<p>Insert a new sub-clause as follows:</p> <p>“The Purchaser shall make available to the Contractor at the Site free of charge to the Contractor the goods and materials described in the Preliminaries on or before the dates or the expiry of the periods for the provision of the same stated in the Preliminaries. Upon completion of delivery such goods and materials shall stand at the risk of the Contractor. Immediately upon the same being made available to him, the Contractor shall carry out a detailed inspection of such goods and materials and shall use its reasonable endeavours to advise the Purchaser’s Representative within 24 hours and no later than 7 days or before being taken into</p>

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	operational use (whichever is the sooner) if any of such goods and materials are damaged or defective. The Purchaser shall immediately then secure the repair, replacement and/or reissue of any such goods and materials. If the Contractor does not so notify, the Contractor shall not be entitled subsequently to claim that any such goods or materials are damaged or defective to the extent that the same could have been identified by detailed inspection within such period. The Contractor shall dispose of any packaging and/or waste arising.”
Clause 27.2: (Engineer’s power to vary)	Delete fourth paragraph.
Clause 27.6: (Progress with variations)	Delete “unless the Contractor has notified the Engineer that the variation in his opinion will involve a net addition to or deduction from the Contract Price of more than 15 per cent”.
Clause 28.1 (Notice of Tests)	Insert new paragraph at the end as follows: “Provided that where the conduct of the Tests on Completion requires signalling disconnections and/or restricts the operating railway in any way, the Contractor shall submit to the Purchaser’s Representative for his acceptance pursuant to clause 14 a programme showing those dates and times at which the Contractor requests access to the operating railway to complete the Works, and any such request for access that is disruptive to the railway shall be made in accordance with sub-clause 19.3 (Track Possessions).”
Clause 28.3 (Delaying Tests)	Insert new paragraphs at the beginning as follows: “Before commencing Tests on Completion in respect of signalling and signalling related works that require signalling disconnections and/or restrict the operating railway in any way, the Contractor shall have arranged any possessions or signalling disconnections required to carry out the tests in accordance with sub-clause 19.3 (Track Possessions) and shall submit all pre-test documentation (including the Testing Strategy and Test Plan(s)) to the Purchaser’s Representative in accordance with applicable Railway Group Standards, Network Rail Standards and/or any equivalent standards including, but not limited to, the Signalling Testing Handbook. No signalling testing activity of any sort shall take place unless the Testing Strategy and Test Plan(s) have been approved in writing by the Purchaser. If the Contractor fails to submit any pre-test documentation within the time limits specified in the Signalling Testing Handbook or the submitted documentation is not approved for any reasons, the proposed Tests on Completion shall not take place and the Contractor shall submit alternative arrangements to the Purchaser for his acceptance. Such arrangements shall be at no additional cost to the Purchaser and all costs which the Purchaser may incur in the re-arrangement of the Tests on Completion shall be deducted from the Contract Price.”
Clause 33.1: (Extension of time for completion)	Delete first four lines and substitute as follows: “If, by reason of: (a) any delay, impediment, prevention or default by the Purchaser; or

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	(b)	any cause of delay as referred to in sub-clause 41.2; or
	(c)	the occurrence of Purchaser's Risks as described in sub-clause 45.1; or
	(d)	any variation ordered under sub-clause 27.2; or
	(e)	exceptional adverse weather conditions; or
	(f)	the exercise after the date of tender by the United Kingdom Government of any statutory power that directly affects the execution of the Works; or
	(g)	the use or threat of terrorism as defined by the Terrorism Act 2000 and/or the activities of the relevant authorities in dealing with such threat; or
	(h)	the valid exercise by the Contractor of its rights under section 112 of the Housing Grants, Construction and Regenerations Act 1996; or
	(i)	cancellation or alteration of the dates and times of agreed speed restrictions, track possessions or isolations under Sub-Clause 19.3(b) (where applicable);
		the Contractor”
Clause 34.1: (Delay in completion)		<p>Delete in lines 14, 15 and 16 ... “the percentage stated in the Appendix of the Contract Value of such parts of the Works as cannot in consequence of the said failure be put to the use intended for each week” and substitute “an amount in respect of liquidated and ascertained damages calculated at the rate stated in the Appendix”.</p> <p>Insert in line 17 after the sentence ending “”completion”, “All sums payable by the Contractor to the Purchaser pursuant to sub-clause 34.1 shall be paid as liquidated damages for delay and not as a penalty”</p> <p>Delete in line 18 “percentage” and substitute “amount”.</p> <p>Delete in lines 18 and 19 “of the Contract Value of such parts of the Works.”</p>
Clause 34.3: (Reduction in liquidated ascertained damages)		<p>Insert new sub-clause as follows:</p> <p>“If any part of the Works is used by the Purchaser pursuant to sub-clause 30.1 (Use before taking-over) before the completion of the whole of the Works the rate of liquidated and ascertained damages shall be reduced by the proportion which the value of the part so used bears to the value of the whole of the Works.</p> <p>If after liquidated and ascertained damages have become payable in respect of any part of the Works any cause of delay as referred to in sub-clause 33.1 (Extension of time for completion) arises which in the opinion of the Purchaser's Representative results in further delay to that part of the Works:</p>
	(a)	the Purchaser's Representative shall so notify the Contractor and the Purchaser in writing; and
	(b)	the Purchaser's entitlement to liquidated and ascertained damages in respect of that part of the Works shall be suspended until the Purchaser's Representative notifies the Contractor and the Purchaser in writing that the further delay has come to an end.

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	Such suspension shall not invalidate any entitlement to liquidated and ascertained damages which accrued before the period of further delay started to run and subject to any subsequent or final review of the circumstances causing delay and monies deducted or paid as liquidated and ascertained damages under the provisions of this clause 34 may be retained by the Purchaser.”
Clause 35.8: (Consequences of failure to pass performance tests)	In sub-clause 35.8(b) delete “by arbitration” in line 52 and “and arbitration” in line 53.
Clause 36.2: (Making good defects)	Delete from “in respect of which” on line 15 to end of final sentence.
Clause 36.5: (Delay the remedying defects)	Insert at beginning “Subject to sub-clause 26.2 (Remedy on Contractor’s failure to carry out work required).”
Clause 36.9: (Limitation of liability for defects)	Delete and insert “Not used”.
Clause 36.10: (Latent defects)	Delete and insert “Not used”.
Clause 39.1 (Application for payment)	Delete line 24 and insert : “Plant which has been completed and is ready for incorporation into the Works but subject to compliance with sub-clause 37.2 (Marking of plant)”
Clause 39.2 (Form of application)	Insert in line 29 after “certificates of payment” - “at 28 day intervals”. In sub-clause (a) delete “in the course of manufacture” and substitute “at the place of manufacture and ready for incorporation as provided in sub-clause 39.1”.
Clause 39.3: (Issue of payment certificates)	Add at the end of the clause: “Every payment certificate issued by the Purchaser’s Representative shall be sent to the Purchaser and on the Purchaser’s behalf to the Contractor. By such certificates, the Purchaser shall give notice to the Contractor specifying the amount (if any) of the payment proposed to be made and the basis on which it was calculated”.
Clause 39.4: (Value included in certificates of payment)	Delete “in the course of” in line 7 and substitute “at the place of”.
Clause 39.7: (Retention)	Delete and insert with new sub-heading “(Retention)”, “The Purchaser shall be entitled to deduct from the amount which would otherwise have been stated as due under sub-clause 39.4, the percentage stated in the Appendix which shall accumulate to form a reserve. One half of the reserve then held shall be paid to the Contractor on the next payment due to the Contractor after the date of taking-over of the Works under clause

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	29 (Taking-over). The balance of the reserve shall be released to the Contractor on the next certificate issued by the Purchaser's Representative following completion of any work required pursuant to clause 36 (Defects Liability)".
Clause 39.8: (Effect of certificates of payment)	Delete "other than a final certificate of payment"
Clause 39.9: (Application for final certificate of payment)	Delete "other than under sub-clause 36.10 (Latent defects)"
Clause 39.12: (Effect of final certificate of payment)	Delete sub-clause 39.12 and insert : "No payment by the Purchaser, whether by final certificate, or other certificate, or valuation, under the Contract shall be evidence that the Contractor has performed his obligations under the Contract, or shall prejudice or affect any right or remedy of the Purchaser".
Clause 39.13: (Set-off)	Delete and substitute with new sub-heading "(set-off): "Without prejudice to the Purchaser's other rights and remedies, the Purchaser may deduct from any sums due to the Contractor under the Contract an amount equivalent to any sum due from the Contractor to the Purchaser (whether such sums are due to the Purchaser under the Contract or under any other agreement between the Contractor and the Purchaser) and may also deduct any sum of money that is recoverable from or payable by the Contractor under this Contract from any sum then due or which at any time thereafter may become due under any other agreement between the Contractor and the Purchaser."
Clause 39.14 (Construction Industry Scheme)	Add new sub-clause as follows: "39.14 For the purposes of this clause, the "Scheme" shall mean the Construction Industry Scheme, as provided for in Chapter 3 of the Finance Act 2004 and the Income Tax (Construction Industry Scheme) Regulations 2005:
	(a) Not later than 21 days before the first payment under the Contract is due to the Contractor in such period, the Contractor shall provide to the Purchaser the information specified in regulation 6(2)(b)(iii) of the Income Tax (Construction Industry Scheme) Regulations 2005.
	(b) The Contractor shall ensure that at all times it is registered for gross payment under the New Scheme.
	(c) If the Contractor fails to comply with the provisions of sub-clauses 39.14(a) and (b) the Purchaser shall not be obliged to make any further payment to the Contractor until such time as the failure is remedied."

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<p>Clause 40.1: (Payment)</p>	<p>Delete “30” and insert “7”.</p>
<p>Clause 40.2: (Delayed payment)</p>	<p>Delete second sentence and insert: “The interest shall be at the rate of 4 per cent. above the Bank of England Base Rate in force from time to time during the period of delay.”</p>
<p>Clause 40.3 (a): (Remedies on failure to certify or make payment)</p>	<p>Delete “14” and insert “7”.</p>
<p>Clause 40.4: (Value Added Tax)</p>	<p>Insert new sub-clause as follows: “The Contractor shall be deemed not to have allowed in the Contract Price for the tax payable by him as a taxable person to the Commissioners of Customs and Excise being tax chargeable on any taxable supplies to the Purchaser which are to be made under the Contract. All certificates issued by the Purchaser’s Representative under clause 39 (Certificates and Payment) shall be net of Value Added Tax and the Contractor shall not issue any claim, statement of sums due or account to the Purchaser or the Purchaser’s Representative inclusive of Value Added Tax. When requesting or claiming payment the Contractor shall state how the work or supply in question is rated for Value Added Tax and relevant rates of Value Added Tax relating to the work or supplies.</p>
	<p>In addition to the payments due under the Contract, the Purchaser shall separately identify and pay to the Contractor any Value Added Tax properly chargeable by the Commissioners of Customs and Excise on the supply to the Purchaser of any goods and/or services by the Contractor under the Contract.</p>
	<p>If any dispute difference or question arises between either the Purchaser or the Contractor and the Commissioners of Customs and Excise in relation to any tax chargeable or alleged to be chargeable in connection with the Contract or the Works each shall render to the other such support and assistance as may be necessary to resolve the dispute or question. Clause 52 (Disputes) shall not apply to any dispute difference or question arising under this clause.</p>
	<p>If the Contractor fails to carry out his obligations under the Contract and the Purchaser employs some other Contractor to fulfil them, and a payment in respect of Value Added Tax is made or falls to be made to that other Contractor, then the Purchaser shall be entitled to recover from the Contractor any Value Added Tax (which he is not otherwise able to recover) additional to what he would have paid had the Contractor carried out his obligations under the Contract.</p>
	<p>The Contractor shall issue to the Purchaser, upon receipt of any amount paid by the Purchaser under the Contract and any Value Added Tax properly paid under this sub-clause, an authenticated receipt of the kind referred to in Regulation 13(4) of the Value Added Tax Regulations 1995 (or any amendment or re-enactment thereof) containing the particulars required under Regulation 14(1) of the same Regulations to be contained in a VAT</p>

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	invoice.”
Clause 41.2 (Allowance for profit on claims)	Delete ”sub-clause 52.2 (performance to continue during arbitration)”
Clause 43.3: (Damage to works caused by Purchaser’s risks)	Delete in line 24 “by arbitration” and “and arbitration”.
Clause 43.5 (Injury to persons or damage to property after responsibility for care of the works passes to the Purchaser)	Delete final sentence.
Clause 44.2: (Indirect or consequential damage)	Delete and insert “Not used”.
Clause 44.3: (Limitation of Contractor’s liability)	Delete and insert “Not used”.
Clause 44.4: (Exclusive remedies)	Delete and insert “Not used”.
Clause 45.1: (Purchaser’s risks)	Delete in line 52 on page 29 and lines 1 and 2 on page 30 from “responsibility for which has been disclaimed...to sub-clause 13.3 (Contractor’s design)”
Clause 46(1): (Force majeure)	Delete line. 29.
Clause 47.1: (Purchaser’s insurance of Works and Contractor’s insurance of Contractor’s Equipment)	Delete sub-clause 47.1 and insert new sub-clauses 47.1(1), 47.1(2) and 47.1(3) as follows:
	(1) The Purchaser shall without limiting his or the Contractors’ obligations under the Contract insure under a Joint Names Policy the Works together with materials (including free issue materials) and plant and equipment for incorporation therein to the full replacement cost against loss or damage from whatever cause arising.
	(2) The insurance stated in sub-clause 47.1(1) shall be from the date of the Contract until the date of issue under sub-clause 29.2 of the Taking Over Certificate for the Works or the last section in respect of which a Taking Over Certificate is issued, if the Contract provides for the Works to be taken over by Sections.
	(3) The Contractor shall insure in the joint names of the Contractor and the Purchaser the Contractor’s Equipment to its full replacement cost against loss or damage from whatever cause arising for the period that such Contractor’s Equipment is used or intended for use in connection with the Works.

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<p>Clause 47.2: (Extension of Works insurance)</p>	<p>Delete in line 30 "The Contractor shall so far as reasonably possible", and Insert "The Purchaser shall". Delete in line 31 "Sub-Clause 47.1 (Insurance of Works)" and Insert "Sub-Clause 47.1(1)"</p>	
<p>Clause 47.4: (Purchaser's Third Party Insurance and Insurance of the Purchaser's property)</p>	<p>Delete Sub-clause 47.4 and Insert new sub-clause 47.4 as follows:</p>	
	(1)	<p>The Purchaser shall, prior to commencement of any work on the Site by the Contractor pursuant to the Contract:</p>
	(a)	<p>insure for a minimum amount of £155,000,000 for any one claim or series of claims arising from the same incident under a Joint Names Policy against liability for damage or death or personal injury occurring before all the Works have been taken over, to any person (other than any workmen or other person in the employment of the Purchaser, Contractor or any Sub-contractor) or to any property (other than property forming part of the Works, or other property of the Purchaser, Contractor or any Sub-contractor) due to or arising out of the execution of the Works</p>
	(b)	<p>maintain a policy or policies of insurance in respect of loss or damage to property of the Purchaser (other than the Works and materials plant and equipment for incorporation therein but including work executed after practical completion thereof) arising out of or in connection with the Works and business interruption costs consequent upon such loss or damage, with a waiver of subrogation in favour of the Contractor and Sub-Contractors</p>
(2)	<p>The Purchaser shall not be responsible for any amounts in excess of the limits of indemnity and sums insured or any retained liability or risks not insured or excluded by the terms, exceptions or conditions of the insurance policies taken out and/or maintained by the Purchaser under this sub-clause 47.4."</p>	
<p>Clause 47.5: (Insurance against accident, etc. to workmen)</p>	<p>Delete in third and fourth lines "the provision to indemnify the Purchaser mentioned in sub-clause 47.4 (Third Party Insurance)" and insert "a provision whereby, in the event of any claims being made against the Purchaser in respect of which the Contractor would be entitled to indemnity under the policy, the insurers will indemnify the Purchaser against such claims and any costs, charges and expenses in respect thereof"</p>	
<p>Clause 47.6: (General insurance requirements)</p>	<p>Delete in first line "All insurances" and insert "The insurances stated in Clause 47.1(3) and 47.5".</p>	
<p>Clause 47.7: (Exclusions from insurance cover)</p>	<p>Delete sub-clause 47.7 and insert new sub-clause 47.7 as follows: "The insurance policies may exclude such risks and/or liabilities that cannot normally be insured including inter alia any Force Majeure risks as are specifically excluded by the terms of the policies."</p>	
<p>Clause 47.8: (Evidence of Purchaser's insurance)</p>	<p>Insert new clause as follows: "A summary of the insurance policies taken out and maintained by the Purchaser under sub-clauses 47.1(1) and 47.4 is included in section 2 of the Insurance Manual in the Preliminaries and further details of the Purchaser's insurance policies may be provided to the Contractor on request."</p>	

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<p>Clause 47.9: (Notification of Insurance Claims)</p>	<p>Insert new sub-clause as follows: "The Contractor shall immediately notify any occurrence that may result in a claim under the Purchaser's insurance policies in accordance and in compliance with the provisions of the procedures detailed in section 3 of the Insurance Manual in the Preliminaries."</p>											
<p>Clause 47A: (Professional indemnity insurance for design (only applicable if stated in the Appendix))</p>	<p>Insert the following new sub-clause:</p> <table border="1" data-bbox="483 504 1428 2045"> <tr> <td data-bbox="483 504 598 965"> <p>“47A.1</p> </td> <td data-bbox="598 504 1428 965"> <p>The Contractor shall maintain professional indemnity insurance covering (amongst other things) all his liability hereunder in respect of defects or insufficiency in design upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom (in an amount not less than that required by the Special Conditions) for a period beginning with the date of the Contract and ending twelve years after the issue under clause 29 (Taking-over) of a taking-over Certificate for the Works, or the last Section of the Works if the Contract provides for the Works to be taken over by Sections, provided always that such insurance is available at commercially reasonable rates.</p> </td> </tr> <tr> <td data-bbox="483 965 598 1131"> <p>47A.2</p> </td> <td data-bbox="598 965 1428 1131"> <p>Any increased or additional premium required by reason of the Contractor's claims record or other matters particular to the Contractor shall be considered to be within commercially reasonable rates.</p> </td> </tr> <tr> <td data-bbox="483 1131 598 1335"> <p>47A.3</p> </td> <td data-bbox="598 1131 1428 1335"> <p>The Contractor shall immediately inform the Purchaser if such insurance ceases to be available at commercially reasonable rates in order that the Purchaser and the Contractor can discuss the means of best protecting the respective positions of the Purchaser and Contractor in the absence of such insurance.</p> </td> </tr> <tr> <td data-bbox="483 1335 598 1574"> <p>47A.4</p> </td> <td data-bbox="598 1335 1428 1574"> <p>The said terms and conditions shall not include any term or condition to the effect that the Contractor must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930.</p> </td> </tr> <tr> <td data-bbox="483 1574 598 2045"> <p>47A.5</p> </td> <td data-bbox="598 1574 1428 2045"> <p>The above obligations in respect of professional indemnity insurance shall continue notwithstanding termination of the Contract for any reason whatsoever, including (without limitation) breach by the Purchaser.”</p> </td> </tr> </table>		<p>“47A.1</p>	<p>The Contractor shall maintain professional indemnity insurance covering (amongst other things) all his liability hereunder in respect of defects or insufficiency in design upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom (in an amount not less than that required by the Special Conditions) for a period beginning with the date of the Contract and ending twelve years after the issue under clause 29 (Taking-over) of a taking-over Certificate for the Works, or the last Section of the Works if the Contract provides for the Works to be taken over by Sections, provided always that such insurance is available at commercially reasonable rates.</p>	<p>47A.2</p>	<p>Any increased or additional premium required by reason of the Contractor's claims record or other matters particular to the Contractor shall be considered to be within commercially reasonable rates.</p>	<p>47A.3</p>	<p>The Contractor shall immediately inform the Purchaser if such insurance ceases to be available at commercially reasonable rates in order that the Purchaser and the Contractor can discuss the means of best protecting the respective positions of the Purchaser and Contractor in the absence of such insurance.</p>	<p>47A.4</p>	<p>The said terms and conditions shall not include any term or condition to the effect that the Contractor must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930.</p>	<p>47A.5</p>	<p>The above obligations in respect of professional indemnity insurance shall continue notwithstanding termination of the Contract for any reason whatsoever, including (without limitation) breach by the Purchaser.”</p>
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<p>47A.5</p>	<p>The above obligations in respect of professional indemnity insurance shall continue notwithstanding termination of the Contract for any reason whatsoever, including (without limitation) breach by the Purchaser.”</p>											

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<p>Clause 47B: (Claims Handling Provisions)</p>	<p>Insert new sub-clause as follows:</p>	
	<p>“47B.1</p>	<p>In these provisions, where the context admits, “Claims Allocation and Handling Agreement” means the Agreement so entitled dated 1st December 2009 and made between the several parties whose names are contained in Schedule 6 thereof (the “Industry Parties”) and Railway Claims Limited (the “Agency”) (as amended from time to time in accordance with its terms) and terms and expressions defined in the Claims Allocation and Handling Agreement, and the Purchaser shall supply the Contractor with a copy of each amendment thereto, as and when it is made.</p>
	<p>47B.2 These provisions shall apply:</p>	
	<p>(a)</p>	<p>if the Contract is in connection with the maintenance or operation of the Purchaser’s Railway Assets; and</p>
	<p>(b)</p>	<p>in respect of the period (if any) while the Contractor is an Independent Contractor; and</p>
	<p>(c)</p>	<p>where a claim, which arises out of or is connected with the Contract, is made by a third party who does not have a contract with the Contractor:</p>
	<p>(i)</p>	<p>against the Purchaser or the Agency, which may result in a claim being made against the Contractor; or</p>
	<p>(ii)</p>	<p>against the Contractor, which may result in a claim being made against the Purchaser or the Agency (whether by the Contractor or otherwise).</p>
	<p>In relation to clause 17 of the Claims Allocation and Handling Agreement this Contract does hereby permit the recovery by the Purchaser of loss of revenue or other consequential losses that are direct or foreseeable.</p>	
	<p>47B.3</p>	<p>The Contractor irrevocably appoints the Purchaser as its agent to authorise the Agency (in consultation, where necessary, with Industry Parties and their Insurers) to defend such claim on behalf of the Contractor and Industry Parties, in accordance with the Claims Allocation and Handling Agreement. In relation to such a claim, the Contractor shall be bound by the terms of that Agreement as if the Contractor were a party to it.</p>
	<p>47B.4</p>	<p>Where such claim results in a payment to the third party, the Contractor agrees that liability for such payment and the costs of handling and defending the claim, shall be allocated in accordance with the Claims Allocation and Handling Agreement. The Contractor agrees to participate in the procedure for allocating liability set out in the Dispute Resolution Rules and such matters shall not be referable to adjudication or arbitration in accordance with the Contract.</p>
	<p>47B.5</p>	<p>Provided that sub-clauses 47B.3 and 47B.4 shall not apply to any claim in respect of which the Contractor admits that he is liable, and</p>

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		that no Industry Party is liable. In such a case, the Contractor himself may defend the claim.
	47B.6	Without prejudice, and in addition, to any rights and remedies of the Purchaser, the Contractor shall indemnify the Purchaser against all losses, claims, liability, costs and expenses which are borne by the Purchaser under the Claims Allocation and Handling Agreement and which arise out of either a breach of contract by the Contractor or a breach of duty of care owed to a third party which is the subject of a claim under the Claims Allocation and Handling Agreement.
Clause 49.1: (Contractor's default)		<p>In sub-clause 49.1(b) delete "for 30 days after receiving from the Engineer written notice to proceed".</p> <p>In sub-clause 49.1(c) delete "despite previous warnings in writing from the Engineer".</p> <p>Insert new sub-clause 49.1(d) as follows:</p>
	"(d)	is liable to compensate the Purchaser in respect of sums referred to in sub-clause 16.3 (Limit on Liability for errors in design), sub-clause 19.4 (Limit on liability for railway costs) and/or sub-clause 34.1 (delay in completion) equal to or exceeding the aggregate total liability of the Contractor as stated in sub-clause 16.3, sub-clause 19.4 and/or sub-clause 34.1 whichever is relevant."
		Delete in lines 7, 8 and 9 on page 33 "may give 21 days' notice ... the Purchaser".
Clause 51.1: (Notice of termination due to Purchaser's default)		<p>Clause 51.1(a): delete "30 days" and insert "56 days".</p> <p>Clause 51.1(d) shall be deleted.</p> <p>Add at the end of clause 51.1:</p> <p>" , unless such failure, interference or obstruction is remedied before the expiration of the relevant period of notice".</p>
Clause 51.3: (Payment on termination due to Purchaser's default)		Clause 51.3: delete "30 days" and insert "56 days."
Clause 51A: (Termination at will)		<p>Insert new clause 51A as follows:</p> <p>Termination at will</p> <p>"51A.1The Purchaser may, in addition to any other power he may have, at any time by notice to the Contractor forthwith terminate the Contract.</p> <p>51A.2 If the Purchaser terminates the Contract under sub-clause 51A.1, the following provisions shall take effect:</p>
	(a)	the Purchaser may enter the Site and expel the Contractor therefrom but without thereby relieving the Contractor from any of his actual obligations and liabilities;

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	(b)	the Purchaser's Representative shall act as provided in sub-clause 49.2 (Valuation at date of termination) and certify the Termination Value of the Works at the date of termination. The Purchaser's Representative shall also certify:
	•	the amounts payable in respect of preliminary items insofar as the work or service comprised therein has been carried out or performed and a proper proportion of any such items which have been partially carried out or performed;
	•	the cost of materials or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Purchaser upon such payment being made to the Contractor);
	•	a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been recovered by any other payments referred to above; and
	•	the reasonable cost of removal of all the Contractor's plant, tools, equipment, goods and materials from the Site;
	The Contractor shall not be entitled to payment of any other loss and/or damage arising from such termination.	
	(c)	thereafter the Purchaser's Representative shall issue a certificate for payment for the amount by which the said Termination Value and other amounts certified under sub-clause 51A.2(b) exceeds the total sums previously paid to the Contractor and such certificate of payment shall be paid by the Purchaser within 56 days after the date of issue."
Clause 52: (Disputes and arbitration)	<p>Delete heading and existing text and insert as follows:</p> <p>"Disputes</p> <p>Either party to the Contract can refer a dispute or difference (other than a matter as to which a decision is provided by the Contract to be final and conclusive) to adjudication in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudication shall be conducted in accordance with the provisions of the Scheme for Construction Contracts made in accordance with the provisions of section 114 of the Housing Grants, Construction and Regeneration Act 1996. Without prejudice to the foregoing, any dispute or difference that arises between the parties may only be referred to the High Court of England and Wales for resolution as business of the Technology and Construction Court.</p> <p>The Adjudicator is to be nominated by the nominating body identified in the Appendix."</p>	
Clause 54.1: Applicable law	Delete "and English law shall govern the procedure of any arbitration under clause 52 (Disputes and arbitration)."	

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<p>Clause 55: Anti-Bribery Requirements</p>	<p>Insert new clause 55 as follows:</p>	
	<p>55.1</p>	<p>The Contractor shall comply with all applicable anti-bribery and anti-corruption legislation including, without limitation, the Bribery Act 2010 and any applicable European Union Directives. The Contractor shall also comply with Network Rail’s codes and policies on business ethics, interests in transactions and corporate hospitality, and any updates thereof. Any breach of this clause shall be deemed a material breach under the Agreement. (Note: These codes and policies are available on line at: http://www.networkrail.co.uk/asp/12859.aspx)</p>
	<p>55.1</p>	<p>Throughout the term of this Agreement the Contractor shall maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all applicable anti-bribery and anti-corruption legislation and European Union Directives. Adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of the Act).</p>
	<p>55.1</p>	<p>The Contractor shall use all reasonable endeavours to ensure that all persons associated with the Contractor (as defined by section 8 of the Bribery Act 2010) including any subcontractors and suppliers comply with clause 55.1 and 55.2 above.</p>

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Additional Special Conditions

(as applied by the Special Conditions)

	<p>1. Collateral Warranties and Novation Agreements</p>
	<p>1.1 The Contractor shall, within 7 working days of the Purchaser's request so to do, execute in favour of any person or persons nominated by the Purchaser who have entered into or intend to enter into an agreement for the provision of finance in connection with the Works and/or for the purchase of an interest, whether leasehold or freehold, in the land upon which the Works or any part of them are situated a deed in the appropriate form appended to the Contract Specific Conditions.</p> <p>1.2 The Contractor shall, within 7 working days of the Purchaser's request so to do, execute a deed of novation in the form appended to the Contract Specific Conditions with the Purchaser and each of the Purchaser's suppliers and consultants whose details are set out in the Special Conditions so as to become the counter-party to each of such supplier's and consultant's contracts with the Purchaser in place of the Purchaser.</p>
	<p>2. Additional Special Conditions for use in contracts involving the incidental supply of hardware and software (pages 42 to 46 of MF/1 Rev 4)</p>
<p>WHERE APPLICABLE APPLY THE FOLLOWING AMENDMENTS:</p>	
<p>Clause 5: Add at end: "The provisions of sub-clause 15.1 of the General Conditions (Drawings) shall apply in respect of the securing of any such approval"</p>	
<p>Clause 8: Delete and substitute: "The provisions of clause 15.7 of the General Conditions (Purchaser's use of drawings etc supplied by the Contractor) shall apply to the Standard Software as though it formed part of "the Material."</p>	
<p>Clause 9: Delete in lines 26 to 29 "or in the absence of agreement ... reasonable".</p>	
<p>Clause 11: Delete clause 11(b) and insert "Not used".</p>	
<p>Clause 15(a): Delete in lines 36 to 40 "(other than a design furnished ... general conditions)"</p>	
	<p>3. Additional Special Conditions for use in contracts where certification for payment and payments are to be determined in whole or in part by measurement (pages 47 to 50 of MF/1 Rev 4)</p>
<p>[see Special Conditions - for applicable paragraphs (if any)]</p>	

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	<p>4. Additional Special Conditions for use where the contract is to provide sectional completion and damages for delay in completion of sections (page 51 of MF/1 Rev 4)</p>
<p>WHERE APPLICABLE APPLY THE FOLLOWING AMENDMENTS:</p> <p>Sub-clause 33.1: Delete the first four lines and substitute as per the amendment to sub-clause 33.1 in the Network Rail Schedule of Amendments to MF/1 (Rev 4).</p> <p>Sub-clause 34.1: Delete in lines 26 to 29 "... the percentage stated in the Appendix of the Contract Value of such parts of the Works or, as the case may be, of such parts of the Section as cannot in consequence of the said failure be put to the use intended" and substitute "an amount in respect of liquidated and ascertained damages calculated at the rate applicable to such Section stated in the Appendix".</p> <p>Sub-clause 34.3: (in the Network Rail Schedule of Amendments to MF/1 (Rev 4)): Delete "the Works" in all places and substitute "any Section".</p>	
	<p>5. Additional Special Conditions for use in contracts which are subject to the Housing Grants, Construction and Regeneration Act 1996 (the "Act") (pages 52 to 54 of MF/1 Rev 4)</p>
<p>WHERE APPLICABLE APPLY THE FOLLOWING AMENDMENTS:</p> <p>Clause 2.6.A: Delete</p> <p>Clause 52A: Delete</p> <p>Clause 40A.1: Delete "not make payment of any lesser sum than that certified in an interim certificate of payment or withhold payment of any sum that would otherwise be due under a certificate of payment unless he has"</p> <p>(v) Form of Sub-Contract: Delete.</p>	
	<p>6. ADDITIONAL SPECIAL CONDITIONS FOR USE IN CONTRACTS WHICH ARE SUBJECT TO THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999</p>
<p>APPLY but shall be subject to the provisions of clause 17.4 of the General Conditions and delete from "the following new suggested..." to the end of clause.</p>	

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Contract Specific Conditions

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Contract Requirements:

Technical Workslope

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Contract Requirements:

HSQE

- General
- Contract Specific

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Contract Requirements:

Preliminaries

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