

# **NETWORK RAIL 15**

**Network Rail Schedule of Amendments  
to MF/2 (Rev 1)  
Model Form of General Conditions  
of Contract 1999 Edition  
(incorporating Amendment Slip No 1)**

**for**

**[Insert Contract Title]**

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

for and on behalf of Network Rail

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

for and on behalf of the Contractor

Agreement/Contract No.: [Insert]

# NETWORK RAIL 15

## NETWORK RAIL INFRASTRUCTURE LIMITED

### MF/2 (Rev 1) Model Form of General Conditions of Contract 1999 Edition (incorporating Amendment Slip No 1)

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

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** a company 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]** a [company registered in ..... under number .....] and having its [registered office at .....] (hereinafter called the “**Contractor**”).

**Whereas** the Purchaser wishes to have certain Plant provided by the Contractor, namely [Insert], and has accepted a Contract Price from the Contractor for the design, manufacture, testing and Delivery 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 1999 Edition (MF/2 (rev 1) incorporating Amendment Slip No 1) as amended and supplemented by the Network Rail Schedule of Amendments to MF/2 (rev 1) and including the Additional Special Conditions as applied;
  - 2.6 The Technical Workslope;
  - 2.7 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, test and deliver the Plant and to remedy defects therein in conformity in all respects with the provisions of the

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Contract.

4 The Purchaser hereby covenants to pay to the Contractor in consideration of the supply of the Plant 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 as a Deed 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 16th May 2007

Authorised Signatory.....

**OR**

SIGNED for and on behalf of  
NETWORK RAIL INFRASTRUCTURE LIMITED  
by:  
Authorised Signatory .....

THE COMMON SEAL of )  
 )  
[Insert] )  
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 ..... )  
 )

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**OR**

SIGNED as a DEED for and on behalf of

[Insert]

By

Director .....

Director/Company Secretary .....

**OR**

SIGNED for and on behalf of

[Insert]

By

Director .....

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## **Schedule of Post Tender Amendments**

None

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## APPENDIX:

### GENERAL CONDITIONS

<b>Prime cost items</b>	SUB-CLAUSE 5.5	
	Percentage to be added	2.5%
<b>Parent Company Guarantee</b>	SUB-CLAUSE 8.1	Required
<b>Delay in delivery</b>	SUB-CLAUSE 24.1	
	Liquidated and ascertained damages to be paid or deducted for each day of delay	£● per day
	OR for Sections of the Plant where applicable:	
	Section:.....	£● per day
	Section:.....	£● per day
	Section:.....	£● per day
	Maximum amount which payments or deductions shall not exceed	The Contract Price
<b>Allowance for profit on claims</b>	SUB-CLAUSE 29.2	
	Percentage to be added	NIL
<b>Indirect or consequential damage</b>	SUB-CLAUSE 32.2	
	Limit of liability	The Contract Price
<b>Limitation of Contractor's liability</b>	SUB-CLAUSE 32.3	
	Limit of liability	The Contract Price plus any amounts applicable under sub-clauses 16.3, 24.1 and 32.2

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## SPECIAL CONDITIONS

<b>Purchaser</b> 1.1.a	The Purchaser is Network Rail Infrastructure Limited		
<b>Purchaser's Representative</b> 1.1.d	The Purchaser's Representative is [Insert]		
<b>Delivery</b> 1.1.m	The delivery term shall be [Insert - refer to the appropriate Incoterm and state any special requirements]		
<b>Time for Delivery</b> 1.1.n	[Insert] weeks  (and where appropriate Time for delivery of each Section of the Plant)		
<b>Changes in Costs-labour, materials and transport</b> 6.2	Sub-clause 6.2 of the general conditions shall not apply		
<b>Notices</b> 10.1 10.2	Purchaser's address: [Insert]  Purchaser's Representative's address: [Insert]  Contractor's address: [Insert]		
<b>Form of programme</b> 14.2	The Programme shall be in the following form: [Insert]		
<b>Defects liability period</b> 25.1	The Defects Liability Period shall be 12 months after delivery.		
<b>Certificates and payment</b> 27.2	The following documents are required to evidence the entitlement to payment [Insert]		[Does not Apply]
<b>Payment</b> 28.1	<b>1</b>	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:	[Does not Apply]
	(a)	[10]% of the Contract Price, as an advance payment, within 30 days after the Contractor has furnished to the Purchaser an appropriate invoice and irrevocable letter of guarantee, from a guarantor or surety acceptable to the Purchaser,	

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		with a value equivalent to the advance payment. The letter of guarantee shall provide for its value to reduce by an amount equal to [10]% of the sum certified in each interim certificate of payment.	
	(b)	Within 30 days after presentation of each invoice relating to an interim certificate of payment a sum equal to [85]% of the sum certified therein in respect of Plant shipped or delivered (as the case may be) and of freight and insurance paid in respect of Plant shipped.	
	(c)	The balance of the Contract Price adjusted as aforesaid within 30 days after presentation of the invoice relating to 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 (b) hereof.	
	<b>2</b>	If any Section of the Plant shall be delivered separately the payments herein provided for on or after Delivery shall be made in respect of the Section 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.	
	<b>3</b>	If at any time at which payment would fall to be made under paragraph (b) of sub-clause 1 of this clause there shall be any defect in any portion of the Plant 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 Plant 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.	
<b>Insurance of Plant</b> 33.1		Risks against which insurance is to be effected (e.g. risks appropriate where Plant is on the Contractor's premises or in storage or during land, sea or air transit as appropriate to the delivery term chosen by the parties)	

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<b>Professional Indemnity Insurance</b> 33A	The Contractor shall effect professional indemnity insurance for a minimum amount of £10,000,000 for any claim or series of claims arising from the same original cause and which may be subject to an annual aggregate limit, for 12 years from the date of Delivery.	
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Additional Special Conditions  
(the following relate to the applicability of the Additional Special Conditions)

<b>Collateral Warranties and Novation Agreements</b> Additional Special Condition 1		[Applies / Does not Apply]
<b>Additional Special Conditions for use where the Contract is to provide sectional completion and damages for delay in completion of sections</b> Additional Special Condition 2		[Applies / Does not Apply]

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## Network Rail Schedule of Amendments to MF/2 (Rev 1) Model Form of General Conditions of Contract 1999 Edition (incorporating Amendment Slip No 1)

Clause	Details of Amendment/Addition/Deletion
Clause 1.1.a (Purchaser)	<b>Delete</b> "...Special Conditions and the ... with the consent of the Contractor" and <b>insert</b> "Contract Agreement and shall include".
Clause 1.1.b (Contractor)	<b>Delete</b> "whose Tender has been accepted by the Purchaser" and <b>insert</b> "named in the Contract Agreement".
Clause 1.1.c (Sub-Contractor)	<b>Insert</b> after "consent of" in line 11 - "or at the direction of". <b>Insert</b> at end: "and shall include sub-contractors of any such Sub-Contractors".
Clauses 1.1.d (Engineer)	<b>Delete and insert:</b> "1.1.d " <b>Purchaser's Representative</b> " 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 " <b>the Engineer</b> " and " <b>the Engineer's Representative</b> " shall be deemed to be references to the " <b>Purchaser's Representative</b> "."
1.1.e (Engineer's Representative)	<b>Delete</b> clause 1.1.e and <b>insert</b> "Not used".
Clause 1.1.g (Contract)	<b>Delete, and insert:</b> " <b>Contract</b> " means the Contract Agreement and the other documents listed in the Contract Agreement."
Clause 1.1.k (Tender)	<b>Delete and insert</b> "not used". All references to " <b>the Tender</b> " in the Contract shall be deemed to be references to the " <b>Contract</b> " and/or " <b>Contract Price</b> " as the context requires.
Clause 1.1.l (Letter of Acceptance)	<b>Delete and insert:</b> " <b>Contract Agreement</b> " 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.n (Time for Completion)	<b>Delete</b> "whichever is the later of: (a)" and <b>delete</b> paragraphs (b) and (c).
Clause 1.1r (Specification)	<b>Delete</b> "annexed to or included in the Contract" and <b>Insert</b> "contained in the Technical Workslope."
Clause 1.1.s (Special Conditions)	<b>Delete and Insert:</b> " <b>Special Conditions</b> " means the Special Conditions referred to in the Contract Agreement."
Clause 1.1.aa to 1.1.ac	<b>Insert</b> after clause 1.1.z new definitions as follows: "1.1.aa " <b>Intellectual Property</b> " 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 mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement, technique, copyright, unregistered

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	<p>design right, technical information or drawing including rights in computer software, database rights, topography rights;</p> <p>1.1.ab <b>“Material”</b> 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.ac <b>“Technical Workslope”</b> means the document referred to as such in the Contract Agreement.”</p>		
Clause 2.1 (Engineer’s Duties)	<b>Delete</b> “If the Engineer ….” to the end of the paragraph.		
Clause 2.2 (Engineer’s Representative)	<b>Delete</b> and <b>insert</b> “Not used”.		
Clause 2.3 (Engineer’s power to delegate)	<p><b>Delete</b> “to the Engineer’s Representative” and <b>insert</b> “to any person”.</p> <p><b>Insert</b> in line 12 “Any such delegation shall not be given in respect of any decision to be taken under Clauses 2.6, 19.1, 19.5, 27.13 and 34.1.”</p> <p><b>Delete</b> in lines 19, 20 and 23 “the Engineer’s Representative” and <b>substitute</b> “such person”.</p>		
Clause 2.6 (Disputing engineer’s decisions)	<b>Delete</b> in lines 43 and 44 “arbitration” and <b>insert</b> “the Courts”.		
Clause 2.8 (Replacement of engineer)	<b>Delete</b> and <b>insert</b> “Not used”.		
Clause 3 (Assignment and sub-contracting)	<b>Delete</b> and <b>insert</b> as follows:		
	<table border="1"> <tr> <td style="text-align: center;"><b>3.</b></td> <td><b>Assignment, Sub-Contracting and Third Party Rights</b></td> </tr> </table>	<b>3.</b>	<b>Assignment, Sub-Contracting and Third Party Rights</b>
	<b>3.</b>	<b>Assignment, Sub-Contracting and Third Party Rights</b>	
	<table border="1"> <tr> <td style="text-align: center;"><b>3.1</b></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>	<b>3.1</b>	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.
	<b>3.1</b>	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.	
<table border="1"> <tr> <td style="text-align: center;"><b>3.2</b></td> <td>The Contractor shall not sub-contract any part of the Contract without the prior written consent of the Purchaser’s Representative, which consent shall not be unreasonably withheld.</td> </tr> </table>	<b>3.2</b>	The Contractor shall not sub-contract any part of the Contract without the prior written consent of the Purchaser’s Representative, which consent shall not be unreasonably withheld.	
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<table border="1"> <tr> <td style="text-align: center;"><b>3.3</b></td> <td>No sub-letting by the Contractor and no consent of the Purchaser and nothing contained in the Contract requiring the Contractor to 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 design, manufacture, testing and Delivery of the Plant in accordance with the Contract.</td> </tr> </table>	<b>3.3</b>	No sub-letting by the Contractor and no consent of the Purchaser and nothing contained in the Contract requiring the Contractor to 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 design, manufacture, testing and Delivery of the Plant in accordance with the Contract.	
<b>3.3</b>	No sub-letting by the Contractor and no consent of the Purchaser and nothing contained in the Contract requiring the Contractor to 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 design, manufacture, testing and Delivery of the Plant in accordance with the Contract.		

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	<b>3.4</b>	Save as provided in clause 16A (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.”
Clause 4.1 (Precedence of documents)	<b>Delete and insert</b> as follows:	“Unless otherwise expressly provided in the Contract, the documents forming part of the Contract shall have the priority given to them by the Contract Agreement”.
Clause 5.6	<b>Delete and Insert</b>	“Not used”.
Clause 7.1:  (Discrepancies in Documents)	<b>Delete and insert:</b>	”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 the manufacture of plant of a similar nature to the Plant.”
Clause 8.1 (Provision of bond or guarantee)	<b>Delete</b> whole of existing clause 8 and <b>insert</b> 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).”
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 the Contract unless and until the Contractor has provided a parent company guarantee if so required.”
Clause 9.1 (Details Confidential)	<b>Delete and insert</b> as follows:	“9.1 All information obtained by the Purchaser or Contractor in the course or conduct of the Contract shall be held confidential and shall not be divulged by the Purchaser or 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.  Provided however that this obligation shall not apply to information which:

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	(a)	is or shall become part of the public domain otherwise than in consequence of a breach by either party of its obligations under this Clause;
	(b)	was in either parties' possession prior to award of this Contract and which was not notified to the other 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 receiver's knowledge the right to disclose such information
	<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>Both parties shall not make any announcement in relation to this contract or its subject matter without the prior written approval of the other except as required by law or by any legal or regulatory authority.</p> <p>This sub-clause 9.1 shall remain binding on the parties notwithstanding the completion or termination or determination of this Contract for any reason."</p>	
Clause 9.2 (Site photographs)	<p><b>Insert</b> new sub-clause as follows:</p> <p>"9.2 Except as required to record activities during design, manufacture, testing and Delivery of the Plant, the Contractor shall not at any time take any photograph of the Plant 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)	<p><b>Delete</b> "telex, cable, or facsimile transmission".</p>	
Clause 10.3 (Service of notices)	<p><b>Delete</b> "four days" and <b>insert</b> "two days".</p>	
Clause 11.1 (Import permits, licences and duties)	<p><b>Delete</b> "Purchaser" in first line, and <b>insert</b> "Contractor".</p> <p><b>Delete</b> second and third sentences, and <b>insert</b>:</p> <p>"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>	
Clause 13.2 (Manner of Execution)	<p><b>Insert</b> after "Engineer may give" the following:</p> <p>"In addition 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 change in the Railway Group Standards or Network Rail Standards affecting the Plant after the date of the Contract which necessitates a variation to the Plant, such variation shall be deemed to have been carried out under an instruction given pursuant to clause 21 (Variations)"</p>	

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<p>Clause 13.3 (Contractor's design)</p>	<p><b>Delete</b> second and third sentences.</p>
<p>Clause 14.1 (Programme)</p>	<p><b>Delete</b> paragraph (c)(ii).</p>
<p>Clause 14.4 (Alterations to programme)</p>	<p><b>Add</b> at end: "and shall not make any alteration which affects the Purchaser's Representative's obligations without such consent".</p>
<p>Clause 15.1 (Drawings)</p>	<p><b>Delete</b> and <b>insert</b> as follows: "15.1 At such times as not to delay or disrupt the progress of the design, manufacture, testing and delivery of the Plant 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 Plant or to enable the Contractor to manufacture the Plant 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. The Contractor shall not commence manufacture in accordance with such designs and drawings until the Purchaser's Representative has consented thereto and shall not be entitled to be paid for the Plant if it is not in accordance with designs and drawings to which the Purchaser's Representative has consented."</p>
<p>Clause 15.7 (Purchaser's use of drawings, etc. supplied by contractor)</p>	<p><b>Delete</b> and <b>insert</b>: "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 or use of the Plant or for the provision of spares for use in the Plant where the Supplier 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>

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	(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 Plant; and
	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."	
Clause 15.9 (Manufacturing Drawings, etc.)	<b>Delete</b> and <b>insert</b> as follows: "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."	
Clause 16 (Errors in drawings etc. supplied by contractor)	<b>Delete</b> clause 16 and <b>insert</b> as follows: 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:	
	(i)	he has exercised and will continue to exercise in the design of the Plant 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 Plant;
	(ii)	the Plant will, when completed, comply with any performance specification or requirement included or referred to in the Specification; and
	(iii)	except where otherwise stated in the Contract the Plant comprises or will comprise only materials and goods which are of new and satisfactory quality;
	16.2 Any reference to the design which the Contractor has prepared or shall prepare or issue in relation to the Plant 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.	

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	16.3 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 Plant, whether in contract, tort, delict or otherwise, shall not exceed the sum of £10,000,000 in the aggregate."
Clause 16A (Employment Protection and TUPE)	<b>Insert</b> new clause 16A as follows: "16A Notwithstanding anything to the contrary elsewhere in the Contract:
	(a) 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");
	(b) in the last 12 months prior to Delivery of the Plant, 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 Plant 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").
	(c) in the last 12 months prior to Delivery of the Plant, 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 provide plant of the nature of the Plant.
	(d) the Contractor shall not (and shall procure that any Sub-Contractor shall not) in the last 6 months prior to Delivery of the Plant (where

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		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 manufacture of the Plant, except in the ordinary course of business.
	(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 manufacture of the Plant 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 16A(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)	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: <ul style="list-style-type: none"> <li>- 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</li> <li>- as a result of the Contractor's breach of sub-clause 16A(d), (e) and/or (f) of the Contract;</li> </ul>
		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 16A."
Clause 17.3 (Services for Test or Inspection)		<b>Delete</b> in Line 1 – "free of charge".
Clause 18.4 (Site Security)		<b>Insert</b> new clause as follows: "18.4 If under the delivery term chosen by the parties, the Contractor is to deliver the Plant to the Purchaser's premises, the Contractor shall take all reasonable steps and all steps required by the Contract to prevent unauthorised persons being admitted to the place of delivery of the Plant. If the Purchaser's Representative gives the Contractor notice that any person is not to be admitted, the Contractor shall take all practicable steps to prevent that person being admitted.
		Where access to the place of delivery of the Plant is required by way of the Purchaser's land, the route of such access shall be approved by the

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	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.
	Passes are required for admission to the Purchaser's Premises 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 time on the demand of the Purchaser's Representative and in any case on the completion of the Delivery of the Plant.
	The Contractor shall maintain a record of all visitors to the Plant 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 Plant 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 21.2: (Engineer's power to vary)	<b>Delete</b> fourth paragraph.
Clause 21.6: (Progress with variations)	<b>Delete</b> "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 23.1: (Extension of time for delivery)	<b>Delete</b> first four lines and substitute as follows: "If, by reason of:
	(a) any delay, impediment, prevention or default by the Purchaser; or
	(b) any cause of delay as referred to in sub-clause 29.2; or
	(c) any variation ordered under sub-clause 21.2; or
	(d) the exercise after the date of tender by the United Kingdom Government of any statutory power that directly affects the manufacture of the Plant; or
	(e) 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;
	the Contractor ..."
Clause 24.1: (Delay in delivery)	<b>Delete</b> in lines 33, 34 and 35 ... "the percentage stated in the Appendix of the Contract Value of such parts of the Plant 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 stated in the Appendix. All sums payable by the Contractor to the Purchaser pursuant to sub-clause 24.1 shall be paid as liquidated damages for delay and not as a penalty"
	<b>Delete</b> in line 37 "percentage" and <b>substitute</b> "amount".

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	<b>Delete</b> in lines 37 and 38 “of the Contract Value of such parts of the Plant.”
Clause 25.2: (Making good defects)	<b>Delete</b> from “in respect of which” in line 21 to end of the second sentence ending “or damaged part”.
Clause 25.3: (Notice of defects)	<b>Insert</b> at end: “provided that any such further warranty periods shall end no later than the date 24 months after the original date of Delivery of the Plant or the Section, as appropriate.”
Clause 25.5: (Delay in remedying defects)	<b>Insert</b> at end: “Notwithstanding the foregoing, 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.”
Clause 25.7: (Limitation of liability for defects)	<b>Insert</b> in line 10 after the words “clause 25” – “and sub-clause 32.2”.
Clause 25.8: (Latent defects)	<b>Delete</b> and <b>insert</b> “Not used”.
Clause 27.1 (Application for payment)	<b>Delete</b> in line 9 “certificates of payment” and <b>insert</b> “payment at not less than 28 day intervals”. <b>Delete</b> line 10 and <b>insert</b> : “Plant which has been completed and is ready for Delivery but subject to compliance with sub-clause 26.2 (Marking of plant)”
Clause 27.2 (Form of application)	<b>Delete</b> line 14 and 15 and <b>insert</b> “Applications for interim payment shall be in an agreed form accompanied:” In sub-clause (a) <b>delete</b> “in the course of manufacture” and <b>insert</b> “at the place of manufacture and ready for Delivery as provided in clause 27.1”.
Clause 27.3: (Issue of payment certificates)	<b>Add</b> at the end of the clause: “By such certificates, the Purchaser’s Representative 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 27.4: (Value included in certificates of payment)	<b>Delete</b> “in the course of” in line 33 and <b>insert</b> “at the place of”.
Clause 27.7: (Withholding certificate of payment)	<b>Delete</b> and <b>insert</b> : “The Purchaser shall be entitled to deduct from the amount which would otherwise have been stated as due under sub-clause 27.4, three percent of such amount and such deduction 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 completion of Delivery under clause 18

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	(Delivery). 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 25 (Defects Liability)".
Clause 27.8: (Effect of certificates on payment)	<b>Delete</b> "other than a final certificate of payment"
Clause 27.9: (Application for final certificate of payment)	<b>Delete</b> "other than under sub-clause 25.8 (Latent defects)"
Clause 27.12: (Effect of final certificate of payment)	<b>Delete</b> clause 27.12 and <b>insert</b> : "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 27.13: (Set-off)	<b>Delete</b> and <b>substitute</b> 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 28.1: (Payment)	<b>Delete</b> lines 16,17 and 18 and <b>insert</b> as follows: "The Contractor shall issue an invoice in the amount stated in the Purchaser's Representative's certificate under clause 27.3 or 27.11 and which includes the correct contract and purchase order number and is addressed to "Network Rail, Accounts Payable, P.O. Box 4145, Manchester M60 7WZ". The Purchaser shall issue payment to the Contractor of the amount properly due to the Contractor, together with any applicable VAT thereon, on or before the final date for payment which shall be the expiry of 28 days from the date of receipt of the Contractor's invoice. If the Contractor's invoice does not comply with the requirements of this clause the Purchaser shall be under no obligation to pay the same.
Clause 28.2: (Delayed payment)	<b>Delete</b> second sentence and <b>insert</b> : "The interest shall be at the rate of 4 per cent per annum above the Bank of England Base Rate in force from time to time during the period of delay."
Clause 28.3 (a): (Remedies on failure to certify or make payment)	<b>Delete</b> "14" and <b>insert</b> "7".
Clause 28.4:	<b>Insert</b> new sub-clause as follows:

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(Value Added Tax)	<p>“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 27 (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 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 Plant each shall render to the other such support and assistance as may be necessary to resolve the dispute or question. Clause 37 (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 invoice.”</p>
<p>Clause 29.2 (Allowance for profit on claims)</p>	<p><b>Delete</b> ”sub-clause 37.2 (performance to continue during arbitration)”</p>
<p>Clause 32.2: (Indirect or consequential damage)</p>	<p><b>Delete and insert :</b>  <p>“The Contractor acknowledges that in the event that any negligence or breach of this Agreement by the Contractor causes an unplanned interruption in the use of track or station areas or other railway infrastructure the Purchaser may incur penalties and liabilities for this under its contractual and regulatory arrangements with third parties including passenger train and freight train operators. The Contractor shall have regard to such</p> </p>

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	considerations but the liability of the Contractor to compensate the Purchaser shall not exceed the sum stated in the Appendix.”	
Clause 32.3: (Limitation of contractor’s liability)	<b>Delete and insert :</b> “In no circumstances whatsoever shall the aggregate liability of the Contractor to the Purchaser under or in relation to the Contract (whether arising in contract, tort (including negligence) or otherwise at law) exceed the sum stated in the Appendix or if no sum is so stated, the Contract Price. The Contractor shall have no liability to the Purchaser for or in respect or in consequence of any loss of or damage to the Purchaser’s property which shall occur after the expiration of the Defects Liability Period”.	
Clause 32.4: (Exclusive remedies)	<b>Delete and insert</b> “Not used”.	
Clause 33A: (Professional indemnity insurance for design (only applicable if stated in the Appendix))	<b>Insert</b> the following new sub-clause:	
	“33A.1	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 on Delivery of the Plant under clause 18 (Delivery ) or the last Section of the Plant if the Contract provides for the Plant to be delivered by Sections, provided always that such insurance is available at commercially reasonable rates..
	33A.2	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.
	33A.3	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.
	33A.4	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.
	33A.5	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.”

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<p>Clause 34.1: (Contractor's default)</p>	<p>In clause 34.1(b) <b>delete</b> "for 30 days after receiving from the Engineer written notice to proceed".</p> <p>In clause 34.1(c) <b>delete</b> "despite previous warnings in writing from the Engineer".</p> <p><b>Insert</b> new clause 34.1(d) as follows:</p> <table border="1" data-bbox="483 412 1428 613"> <tr> <td data-bbox="483 412 571 613"> <p>"(d)</p> </td> <td data-bbox="571 412 1428 613"> <p>is liable to compensate the Purchaser in respect of sums referred to in sub-clause 16.3 (Limit on Liability for errors in design), and/or sub-clause 24.1 (delay in completion) equal to or exceeding the aggregate total liability of the Contractor as stated in sub-clause 16.3, and/or sub-clause 24.1 whichever is relevant."</p> </td> </tr> </table> <p><b>Delete</b> in lines 21, 22 and 23 on page 23 "may give 21 days' notice ... the Purchaser".</p>	<p>"(d)</p>	<p>is liable to compensate the Purchaser in respect of sums referred to in sub-clause 16.3 (Limit on Liability for errors in design), and/or sub-clause 24.1 (delay in completion) equal to or exceeding the aggregate total liability of the Contractor as stated in sub-clause 16.3, and/or sub-clause 24.1 whichever is relevant."</p>				
<p>"(d)</p>	<p>is liable to compensate the Purchaser in respect of sums referred to in sub-clause 16.3 (Limit on Liability for errors in design), and/or sub-clause 24.1 (delay in completion) equal to or exceeding the aggregate total liability of the Contractor as stated in sub-clause 16.3, and/or sub-clause 24.1 whichever is relevant."</p>						
<p>Clause 36.1: (Notice of termination due to Purchaser's default)</p>	<p>Clause 36.1(a): <b>delete</b> "30 days" and <b>insert</b> "56 days".</p> <p>Clause 36.1(d) shall be <b>deleted</b>.</p> <p><b>Add</b> at the end of clause 36.1: ", unless such failure, interference or obstruction is remedied before the expiration of the relevant period of notice".</p>						
<p>Clause 36:2: (Payment on termination due to Purchaser's default)</p>	<p><b>Delete</b> "30 days" and <b>insert</b> "56 days."</p>						
<p>Clause 36A: (Termination at will)</p>	<p><b>Insert</b> new clause 36A as follows:</p> <p>Termination at will</p> <p>"36A.1 The 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>36A.2 If the Purchaser terminates the Contract under sub-clause 36A.1, the following provisions shall take effect:</p> <table border="1" data-bbox="483 1384 1428 1921"> <tr> <td data-bbox="483 1384 571 1545"> <p>(a)</p> </td> <td data-bbox="571 1384 1428 1545"> <p>the Purchaser's Representative shall act as provided in sub-clause 34.2 (Valuation at date of termination) and certify the Termination Value of the Plant at the date of termination. The Purchaser's Representative shall also certify:</p> </td> </tr> <tr> <td data-bbox="483 1545 571 1751"> <ul style="list-style-type: none"> <li>•</li> </ul> </td> <td data-bbox="571 1545 1428 1751"> <p>the cost of materials or goods reasonably ordered for the Plant 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); and</p> </td> </tr> <tr> <td data-bbox="483 1751 571 1921"> <ul style="list-style-type: none"> <li>•</li> </ul> </td> <td data-bbox="571 1751 1428 1921"> <p>a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Plant insofar as such expenditure has not been recovered by any other payments referred to above.</p> </td> </tr> </table> <p>The Contractor shall not be entitled to payment of any other loss and/or damage arising from such termination.</p>	<p>(a)</p>	<p>the Purchaser's Representative shall act as provided in sub-clause 34.2 (Valuation at date of termination) and certify the Termination Value of the Plant at the date of termination. The Purchaser's Representative shall also certify:</p>	<ul style="list-style-type: none"> <li>•</li> </ul>	<p>the cost of materials or goods reasonably ordered for the Plant 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); and</p>	<ul style="list-style-type: none"> <li>•</li> </ul>	<p>a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Plant insofar as such expenditure has not been recovered by any other payments referred to above.</p>
<p>(a)</p>	<p>the Purchaser's Representative shall act as provided in sub-clause 34.2 (Valuation at date of termination) and certify the Termination Value of the Plant at the date of termination. The Purchaser's Representative shall also certify:</p>						
<ul style="list-style-type: none"> <li>•</li> </ul>	<p>the cost of materials or goods reasonably ordered for the Plant 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); and</p>						
<ul style="list-style-type: none"> <li>•</li> </ul>	<p>a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Plant insofar as such expenditure has not been recovered by any other payments referred to above.</p>						

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	(b)	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 36A.2(a) 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 37: (Disputes and arbitration)	<b>Delete</b> heading and existing text and <b>insert</b> as follows: "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."	
Clause 38.1: Applicable law	<b>Delete</b> "and English law shall govern the procedure of any arbitration under clause 37 (Disputes and arbitration)."	
Clause 40: Contractor's Supervision	<b>Delete.</b>	
Clause 41: Anti-Bribery Requirements	<b>Insert</b> new clause 41 as follows:	
	41.1	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: <a href="http://www.networkrail.co.uk/aspx/12859.aspx">http://www.networkrail.co.uk/aspx/12859.aspx</a> ).
	41.2	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).
	41.3	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 clauses 41.1 and 41.2 above.

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## Additional Special Conditions

(as applied by the Special Conditions)

	<b>1.</b>	<b>Collateral Warranties and Novation Agreements</b>
	<p>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 Plant and/or for the purchase of an interest, whether leasehold or freehold, in the land upon which the Plant or any part of it is situated a deed in the appropriate form appended to the Contract Specific Conditions.</p>	
	<b>2.</b>	<b>Additional Special Conditions for use where the contract is to provide sectional completion and damages for delay in completion of sections (page 32 of MF/2 Rev 1)</b>
	<p>WHERE APPLICABLE APPLY THE FOLLOWING AMENDMENTS:</p> <p>Clause 23.1: Delete the first four lines and substitute as per the amendment to clause 23.1 in the Network Rail Schedule of Amendments to MF/2 (Rev 1).</p> <p>Clause 24.1: Delete in lines 25 to 28 “ ... the percentage stated in the Appendix of the Contract Value of such parts of the Plant 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><b>Delete</b> in lines 30 and 31 “percentage stated in the Appendix of the Contract Value of such parts of the Plant or of such part of the Section” and <b>insert</b> “amount stated in the Appendix”.</p>	

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## Contract Specific Conditions

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## **Contract Requirements:**

Technical Workslope

# NETWORK RAIL 15

## Pricing Document