

Quality Requirements

Standard Terms and Conditions

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Issue Record

No.	Issue Date	Comments
1	24 th June 2024	This document replaces the previous 'Standard Terms and Conditions for Quality' last updated 2018 by the Infrastructure Projects function. It is based upon a best practice guidance document to assist projects in compiling the Contract Quality Requirements for their scope of works created by a working group of the Chartered Quality Institute Construction Special Interest Group. Content and structure have been adapted to suit the requirements of Network Rail.

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1 Purpose

This document sets out the standard contract terms and conditions for Quality Management in the delivery of investment projects on the rail network to:

- plan, verify and certify compliance with the project brief / requirements, technical requirements, specifications, Network Rail standards and industry best practice.
- ensure assets are safe, reliable and maintainable.
- products, systems and assets work efficiently, effectively and meet the requirements laid out in the project requirements.
- processes work efficiently and are fully aligned to Network Rail's PACE framework and associated controls and guidance.
- report progress on quality management using Key Performance Indicators (KPI), as agreed with the client.

2 Applicability

Contract Quality Requirements form only one part of the overall contract documentation. It is important that bespoke project Quality Requirements are produced holistically to reduce duplication or contradiction with other parts of the contract documents.

The content of the Quality Management Plan should reflect the level of project complexity as determined by the *Project Manager* in the Network Rail Project Complexity Assessment.

A Quality Management Plan can be provided at both framework and project level, the content of a project level plan should be sufficient to allow independent review of quality requirements on site.

The term Project Manager is deemed to mean “Employer’s Representative” or “Network Rail’s Representative” as relevant to the contract of which this schedule forms a part. The NEC duties of Supervisor have been merged into those of the Project Manager. The term Project Information has been used to represent the terms Works Information, contract documentation, etc.

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3 Roles

The following roles are referred to in this document, with an expectation that individuals already undertake these roles either in a dedicated or multi-role environment. The use of these role titles does not indicate an expectation by Network Rail that organisations should have dedicated individuals in these roles unless the complexity or size of the programme/project would deem it appropriate.

Contractor's Quality Manager	The Contractors appointed competent lead for Quality.
Contractor's Quality Representative	A demonstrably competent individual designated by the <i>Contractor</i> as a member of the project team, who has the skills and capability to deliver the requirements of the contract.
Designer(s)	An appointed individual or organisation performing design activity for or on behalf of Network Rail.
Project Manager	The key point of contact within Network Rail, or Network Rail representative responsible for managing the implementation and Delivery of the Contract.
Construction Management Lead	The Network Rail person, or Network Rail representative identified as being accountable to the Project Manager for construction management activities on a project.
Client	Network Rail.
Client Quality Representative	A Network Rail representative with the competence to provide advice on the applicability of these Terms and Conditions and review the fitness for purpose of the Quality Management Plan (QMP).

4 Organisational Context

The *Contractor* shall operate a QMS that meets the requirements of ISO 9001 (International Quality Management System Standard) and is assessed by a United Kingdom Accreditation Service (UKAS) Accredited Certification Body (or one that has mutual accreditation with UKAS). The *Contractor's* scope of ISO 9001 registration covers the works. Third party registration of assessed capability (i.e., approval to ISO 9001) does not demonstrate that the specified QMS requirements under this contract have been achieved.

The Contractor shall ensure that sub-contractors and suppliers agree to and implement the applicable controls specified in the CQP and the identified QMS documentation.

Where the *Contractor* is a joint venture, all members should have ISO 9001 accreditation. The joint venture *Contractor* should adopt a single common QMS where appropriate.

Where the *Contractor* is a joint venture, consortium or alliance, the *Contractor* shall describe in their Quality Management Plan the interrelationship between the JV's management systems and identify the partner responsible for assembling and retaining all *Contractor* records.

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5 Leadership

5.1 Reporting Structure

The *Contractor* shall submit a copy of the project organisation chart outlining the quality management roles as part of the QMP for review by the *Project Manager*. The chart shall show the reporting structure of key persons for the project.

The *Contractor's Quality Manager* shall be part of the Senior Management Team, independent of the design and construction functions and have an independent link to senior director level. The *Contractor's Quality Representative* shall be assigned to quality matters on this contract and shall be provided with adequate resources and authority to enable the quality of work on this contract to be managed effectively.

5.2 Quality Policy

The Contractor's Quality Management Plan (QMP) will include a reference to the Quality Policy, confirming a commitment to the management of quality and identifying quality objectives. The policy shall reflect the context of the organisation and project scope. The policy shall provide a framework for setting quality objectives, meeting project requirements and demonstrating a commitment for the continual improvement of the management system. The policy shall be communicated throughout the organisation.

5.3 Roles, Responsibilities and Authorities

The Contractor's Quality Management Plan will clearly describe how the responsibilities and authorities for the implementation of the quality management system are assigned, communicated and understood within the organisation.

The *Contractor* assigns its quality management resources to the works commensurate with the complexity and duration of the works.

Any change to the *Contractor's Quality Representative* shall be notified in advance to the Client

6 Planning

6.1 Quality Objectives

The Contractor's Quality Management Plan will describe SMART quality objectives (specific, measurable, achievable, realistic and time-bound) outlined in the Contractor's Quality Policy and other accepted KPIs. The objectives shall be project specific and appropriate to the PACE phase the contract is being applied to. The objectives shall be reviewed and accepted by the *Project Manager*.

6.2 Quality Management Plan (QMP)

Within 28 calendar days of the contract starting date, and prior to any planned physical construction works commencing onsite the *Contractor's Quality Representative* shall produce a project specific Quality Management Plan (QMP) and submit it to the *Project Manager* for acceptance.

In the case of the first submission of the QMP the *Project Manager* replies within 28 calendar days of the date of submission of either acceptance or rejection. Any further revisions, submissions and responses shall be made within the contractual period for reply.

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The Contractor shall use its own document template to produce the QMP, in line with the requirements set out in this document.

The QMP shall detail the inter-relationship of the QMP with other associated *Contractor* documentation relevant to this contract.

Unless agreed with the *Project Manager*, the *Contractor* and subcontractors and suppliers of any tier shall not start any activity on any part of the works for which the QMP, applicable Quality Procedures (QPs) or Inspection and Test Plans (ITPs) have not gained *Project Manager* acceptance. Where these documents together adequately address ongoing and imminent works but not the entire scope of the works, the *Project Manager* may give limited acceptance to the *Contractor*'s submission in order to allow limited activities to proceed.

The QMP shall include a full list of the Contractor's applicable Quality Procedures (QPs). The *Contractor* shall be responsible to ensure that these are adequate to support the implementation of the QMP.

The *Contractor* shall correct any non-compliances with the quality plan when instructed by the *Project Manager*.

The QMP may be rejected by the *Project Manager* and further improvements to be requested if :-

- the plan is not practicable
- the plan is too generic and does not show the information which the contract requires
- the plan does not comply with the Project Requirements and defined scope
- the plan does not meet the requirements set out in this document

The QMP is a live document and shall be reviewed and updated annually or when change occurs which affects the content of the document.

6.3 Quality Management Plan Content

The Quality Management Plan (QMP) shall be developed in accordance with the guidelines set out in ISO 10005, the requirements set out in this document and:-

- describe the scope of the project, the product and services it relates to, PACE phase it covers and start and length of the contract to highlight its applicability and complexity.
- cover the relevant phases of the contract (correlation and condition survey, design, procurement, manufacture, construction, installation, testing, commissioning and maintenance requirements);
- describe inputs used to develop content of the QMP.

6.4 Quality Procedures (QPs)

The QMP shall state and describe relevant QPs. The primary activities addressed by QPs and to be implemented by the *Contractor* shall, unless agreed with the *Project Manager*, include but not be limited to those activities shown in Appendix A.

6.5 Risks and Opportunities

The Contractor's QMP shall describe risk management process appropriate to the contract. The process shall determine the risks and opportunities that may affect project quality and its ability to achieve the intended results. The process shall detail how project specific risks will be identified and describe how actions required to address these risks and opportunities are agreed, implemented and evaluated.

Where appropriate, preventive actions identified in audits, etc. shall be considered for addition to a risk register.

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6.6 QMS Change Management

The *Contractor's* QMP shall detail the process by which changes to the QMS are determined and undertaken in a planned manner.

Any significant changes implemented during the project delivery, which might impact quality management elements, shall be communicated to the Project Manager.

7 Support

7.1 Resources

The *Contractor's* Quality Manager shall be the key person in relation to strategic quality approach and delivery. The Contractors Quality Representative will be the key person on day-to-day basis on the project for all quality management related matters.

The *Contractor* shall describe in the QMP arrangements for provision and management of adequate competent people, infrastructure and plant resources required to fulfil the requirements of the contract the QMP is set for.

The *Contractor* assigns its quality management and self-assurance resources to the works commensurate with the complexity and duration of the works.

7.2 Organisation

The *Contractor* shall include, or make reference to, a copy of the organisation chart in the QMP. The chart shall show :

- The reporting structure.
- Other management and supervisory personnel on the Contract
- Identify personnel responsible for safety critical work
- Identify personnel responsible for self-certification activities.

The QMP shall detail or reference the roles and responsibilities within the organisation including those for all quality personnel.

7.3 Competence and Awareness

The Contractor's QMP will include description of a process for the management of Training, Competency and Awareness, including elements specific to Quality Management.

The *Contractor* shall comply with standard NR/L2/RSE/02009 Engineering Management for Projects which sets out requirements for specific accountabilities and responsibilities, competence requirements and processes.

7.4 Quality Management Roles

The QMP shall clearly state the accountabilities and responsibilities of key quality management personnel and key quality related project roles.

7.4.1 Quality Manager

The *Contractor* shall appoint a Quality Manager. The Quality Manager shall:

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- develop or support development of Contract Quality Plan that complies with ISO 10005 and includes contractor self-assurance.
- ensure that appropriate training and competencies are developed and provided for all personnel to include induction and training for staff with specific quality responsibilities;
- set responsibilities for and manage all quality/assurance personnel;
- support development of quality procedures within the *Contractor*'s management system;
- approve the quality elements of the *Contractor*'s Management System;
- ensure compliance with quality related legal and contractual requirements;
- provide advice and instruction to construction teams to deal rapidly and effectively with quality non-conformities and complaints;
- analyse individual quality non-conformities and complaints to identify trends, root causes and the corrective and preventive actions needed;
- support the process for provision and review of ITPs, H&S File and other quality records;
- ensure audits and surveillance of the *Contractor* and his subcontractors and suppliers including compliance with legal and contractual requirements are undertaken;
- produce information for management review and attend meetings as required to ensure that the quality management system remains suitable, adequate and effective; and report to the *Project Manager* on all quality issues.

The Quality Manager shall have the following key competencies :-

- appropriate experience of quality management and the delivery functions of the *Contractor* under self-certification contracts;
- good knowledge and practical experience of developing, implementing and improving quality management systems;
- ideally be a full member of the Chartered Quality Institute (or an equivalent recognised quality body)
- be a competent auditor or have access to competent auditors.

The *Contractor* shall ensure that it's Quality Manager is supported by the appropriate quality management resources possessing the required competencies to enable the works to be delivered to the quality required by the Project Requirements.

7.4.2 Quality Representative

In addition to a Quality Manager, the *Contractor* shall appoint a Quality Representative. If possible, the QR shall be a part of the project team. The responsibilities for QR should include:

- Being day to day contact for quality matters on the project
- Assisting the project team with the process of development and implementation of the Inspection and Test Plans
- Communication of the QMP and other relevant quality requirements to all affected stakeholders, including project team, subcontractors and supply chain
- Assisting the review of Inspection and Test Plans submitted by subcontractors
- Supporting implementation of the agreed contract specific audit, assurance and quality inspections schedule
- Support management of project's non-conformances
- Review QMP inputs, recording these reviews and resolving conflicts and ambiguities
- Preparation and submission of Contractors Quality Reports to the Client
- Reviewing the QMP plan at the required frequency and re-issue and re-brief when appropriate

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- Participation in progress meetings and update senior management on concerns/ issues relating to system and construction-related quality management
- Ensure quality management oversight on project's sub-contractors and supply chain.

If necessary – the role of QR might be fulfilled by QM.

7.5 Document and Data Control

7.5.1 General

The *Contractor*'s QMP will include a description of a process for the Control of Documents, Records and Data to comply with Client requirements.

The process shall include ownership, review, approval, distribution and retention of required by the contract records.

The QMP shall make reference to the management of Information Modelling and where appropriate and required by the *Project Manager*.

7.5.2 Document Management

The *Contractor* shall comply with standard NR/L3/P3M/131 Document Management Manual which specifies the document management procedures and defines how documentation of all kinds should be managed from concept to close out.

Controlled and uncontrolled electronic documents shall be stored in a Project Electronic Document Management System (EDMS) or Common Data Environment (CDE). The QMP shall state which EDMS / CDE will be used on the project and how the process will be managed.

8 Operation

8.1 Operation Planning and Control

The *Contractor* shall ensure that all operations (including those of their supply chain) are planned and conducted under the controlled conditions described in the *Contractor*'s accepted QMP and the requirements of the Project Requirements.

8.2 Customer Communication and Reporting

The *Contractor* QMP shall describe communication arrangements between the Principal Contractor and the Client.

The *Contractor* and *Quality Representative* shall attend regular progress meetings, to include quality management, providing inputs and 4 weekly reports on quality as specified in clause 10.1.

The *Contractor* shall contribute to and participate in the identification, discussion and implementation of lessons learned initiatives agreed with the Quality Management Representative and/or the *Project Manager*.

The *Contractor* shall provide 4 weekly reports on quality management progress and performance using the standard reporting template unless otherwise specified / agreed by the Client.

The *Contractor* and the *Project Manager* agree the reporting format, including the required quality key performance indicators (KPI's).

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8.3 Design Management

The *Contractor* shall comply with standard NR/L2/RSE/02009 Engineering Management for Projects, including the production of a project Engineering and Construction Management Plan (ECMP).

If there is no requirement for a stand-alone ECMP, the QMP shall describe the process for design management on the project.

8.4 Control of externally provided processes, products and services

Subcontractor and Supplier documents that are to be submitted for acceptance to the *Project Manager* will be defined in a documented procedure.

The *Contractor* shall state in the QMP, the controls and systems implemented to ensure that its Subcontractors and other suppliers, and the works, services, Plant and Materials they provide achieve the required standards and are compliant with Project Requirements, including:

- identification of works, services, plant and materials to be provided by Subcontractors and other suppliers.
- selection, evaluation and re-evaluation of the Subcontractors and other suppliers.
- assessment and monitoring of the Subcontractors and other supplies QMS.
- identification and specification of all relevant requirements and obligations.
- quality certification requirements in preparation of materials and manufactured goods orders.
- validation and verification of works, services, Plant and Materials supplied.
- interface management between the Contractor, Subcontractors, and other suppliers.
- hand-over of works, Plant and Materials to the Contractor; and
- outsourcing of work to other Contractors.

Contractor to identify the person responsible for on-site quality.

9 Production Control

9.1 Assurance

The *Contractor* shall implement a progressive assurance regime.

Progressive assurance means that there will be continual confirmation of compliance by the generation of live records.

The contractor shall confirm the frequency as to when the progressive assurance records will be available for the *Project Manager* to review as appropriate.

9.2 Inspection and Testing

The QMP shall describe a process of management of ITPs and related hold and witness points. The QMP shall include a full schedule of all the ITP's anticipated to be required for the completion of the works including any survey or development work required by the project. NR/L2/RSE/CONM/001/03 Inspection & Test Plans.

ITPs shall be produced and maintained by the *Contractor* and its suppliers and subcontractors to describe the sequence, method and acceptance criteria for product inspections and their associated records.

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The *Contractor* shall be responsible for demonstrating products are compliant to requirements. Inspection and test plans and associated records provide the documented evidence that compliance checks have been made.

The *Contractor* and its subcontractors and suppliers shall produce the ITP documentation consisting of the following three parts: an inspection and test plan schedule in line with NR/L2/RSE/CONM/001/F001 and an Inspection and Test Plan in line with NR/L2/RSE/CONM/001/F002 and check sheets in line with NR/L2/RSE/CONM/001/F003.

The *Contractor* shall produce and maintain a schedule of Inspection and Test Plans (ITPs) and submit for acceptance by the *Designer*. Agreement of ITPs shall be obtained from the Project Manager, or nominated agents, no later than 28 calendar days prior to the inspection activity to allow for required hold and witness points to be specified for key safety critical or high risk activities.

ITPs shall stipulate the necessary level and frequency of tests and inspections for each aspect of the works and also stipulate:

- item(s) being inspected and tested;
- the inspection and test activity;
- acceptance criteria;
- involvement of various parties including hold and witness points;
- controlling specifications; and
- certification/documentation/records to be generated in support of the inspection and test activities.

Unless otherwise accepted by the *Project Manager*, the *Contractor* shall:

- not start the relevant works until the *Project Manager* has agreed the ITP
- agree and communicate dates for Witness and Hold Point inspections with the *Project Manager* ten calendar days in advance of the inspections.
- communicate with the *Project Manager* to amend ITPs including the requirement for additional inspections or tests.

The *Contractor* shall ensure staff nominated to undertake sampling, inspection and testing are competent to conduct the activities to which they have been assigned.

The *Contractor* shall agree the ITP key inspection activities with the *Project Manager* and Construction Management Lead prior to works commencing and record the completion of inspections and tests and identify records of the results. For key inspection activities staff shall be independent of the production team.

All on-site and off-site testing shall be conducted by laboratories accredited by UKAS or similar acceptable national body or by persons accredited to similar standards. The samples shall be taken by staff appointed by the laboratory. The requirement for UKAS accreditation may be waived for the testing of systems and their components, subject to an alternative testing proposal by the *Contractor* and the acceptance of the proposal by the *Project Manager*.

Where the product is used for a safety related or safety critical purpose as defined, for example, in BS EN 50129, then Inspection and Test criteria should also be included in the project Safety Plan.

The *Contractor* shall note within the ITPs details of the key inspection interventions, which are:

- Hold Points – these are mandatory interventions where work stops until inspection and/or testing has been successfully completed and witnessed by the *Client's Representatives*. The *Contractor* shall

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ensure a minimum of ten days' notice is provided for Hold Points in the UK and a minimum of fourteen days' notice for those outside the UK. Work will not proceed past a Hold Point without formal instruction from the *Project Manager*.

- Witness Points – these are a point in the process where a witness is required; works can proceed if inspection is passed. The *Project Manager* shall be formally notified in writing of the Witness Point Inspection no later than ten calendar days prior to the event, but the *Contractor* may continue past a Witness Point Inspection without authorisation from the *Project Manager*.
- Review Points – these are a point in the process where a records review of inspections/tests are conducted; work is proceeding.

The *Project Manager* and their nominated agents shall identify their key inspection interventions as part of the ITP review and acceptance process.

The *Contractor* shall include all hold and witness points in the project programme.

The Client, the *Project Manager* and their nominated agents reserve the right to witness any inspection/test activity during any stage of the works.

The *Contractor* shall not cover up works identified as a hold point until the inspection has taken place.

Verification of the quality and material traceability of each element of the works shall be the responsibility of the *Contractor* and shall be achieved through checks, tests, inspections, audits and reviews, planned and implemented in accordance with the Contract Quality Plan and ITPs developed by the *Contractor*.

As soon as possible after any part of the works or any Plant and Materials are known or appear not to be in accordance with the Project Requirements, the *Contractor* shall submit proposals to the Project Manager for opening up, inspection, testing, making good or removal and re-execution. The Contractor's proposal shall identify all connected or similar works and include measures to prevent recurrence of the identified issue. The *Contractor* complies with the *Project Manager*'s requirements or instructions in connection with such proposals.

The *Contractor* shall maintain a schedule of all inspection, measuring and test equipment used for the works that includes records of calibration to nationally recognised standards.

The *Contractor* shall provide all necessary facilities and Equipment to allow for all testing and inspections to be conducted.

Nominated *Contractor* staff shall produce a schedule of inspections to identify defects and shall raise snagging lists or outstanding works lists at appropriate inspection and acceptance stages to record work that has not been completed correctly or which is outstanding.

Defects identified during an inspection and included in these lists shall also require NCRs to be raised. Where testing and commissioning activities are to follow construction, access shall be provided to testing and commissioning personnel and their snagging/outstanding works items shall be included in these lists.

The QMP shall describe a process and frequency for sharing the completed ITP records with the *Project Manager*.

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9.3 Materials Acceptance

The *Contractor* shall ensure that the project's quality certification requirements are established in the preparation of material requisitions and orders for manufactured goods and materials.

Unless otherwise accepted by the *Project Manager*, Plant and Materials forming part of the works shall be procured from sources that hold appropriate certification from a UKAS accredited certification body (or one that has mutual recognition with UKAS). The existence of UKAS or similar acceptable accreditation does not relieve the *Contractor* from ensuring the quality of the products.

The *Contractor* shall make available certification to demonstrate that Plant and Materials used comply with the relevant legal requirements and standards.

Verification of the quality and material traceability of each element of the works shall be the responsibility of the *Contractor* and shall be achieved through checks, tests, inspections, audits and reviews, planned and implemented in accordance with the QMP and I&TPs developed by the Contractor.

The *Contractor*'s QMP will include a procedure for a schedule of all proposed permanent works and temporary works materials and products and indicating any variances from the specified material requirements. The schedule shall include :-

- All permanent works materials, both architectural and non-architectural
- Samples/mock-ups required including Test Panels and Quality Benchmarking
- Target submission dates

The *Contractor* shall:

- identify, schedule and agree with stakeholders and other interested parties the Samples/ Benchmarks, mock-ups and prototypes needed to verify/ validate design or to control production quality.
- ensure that where required, agreed Samples/ Benchmarks are clearly identified and readily accessible for quality control and briefing purposes.
- establish arrangements for monitoring and reporting progress of compliance with samples/ Benchmarks and quality standards.

The *Project Manager* will agree which materials submissions are required for formal submission and acceptance including items requiring acceptance by Others.

Materials for which submissions are required for *Project Manager*'s acceptance, shall not be incorporated into the works prior to acceptance being obtained.

9.4 Storage & Handling

Identification and Traceability (Goods, Services and Works Contracts)

The *Contractor* shall document in the QMP the process on how it intends preserving the product (storage, handling, tagging, packing) throughout its manufacture and delivery, such that it is readily identifiable and free from damage.

Customer Supplied Product (Services and Works Contracts)

The *Contractor* shall document in the QMP how it intends to store and maintain products/materials provided by the Client such that they are identifiable and free from damage.

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9.5 Non-conformance Management

The *Contractor* shall describe in the QMP a procedure for management of non-conforming outputs which should stipulate the difference between process NCRs and product NCRs.

Where the *Contractor* has identified any specified work activity has not been conducted in accordance with agreed procedural requirements, the *Contractor* shall raise a non-conformance report (NCR). (Appendix C)

Unless otherwise accepted by the *Project Manager*, the *Contractor* shall enter each NCR, including subcontractor NCRs, into a Project NCR system.

Where a non-conformity in a works item is noted that cannot be put back into compliance within 24 hrs of identification the *Contractor* shall raise an NCR.

The *Contractor* shall monitor and track all non-conformities within the works regardless of who identifies the non-conformity.

Note: extract from NR/L2/RSE/CONM/001 construction management standard (**amber rated**):

The Project Manager shall arrange for all NCRs raised to be issued to Network Rail for the purpose of monitoring any actions arising and timely closeout.

Each NCR requiring a standard variation, or a design change shall be referred to the *Project Manager* by the *Contractor* for appropriate resolution. Agreed remedial actions to be completed prior to the commencement of any further activities that may render the non-conforming item inaccessible, difficult to repair or increase the cost of the repair.

Project Manager's acceptance is always required where a change to the Project Requirements is proposed or required by the *Contractor* to resolve any non-conformity.

The *Contractor* shall provide ongoing NCR status reporting to include identification of and actions relating to overdue NCRs.

The *Contractor* shall describe a process for escalation of any non-resolved or overdue non-conformities.

9.6 Asset Management

The *Contractor* shall comply with standard NR/L2/MTC/089 Arrangements for the exchange of asset data and the continuing maintenance of assets undergoing change and produce an Asset Management Plan (AMP).

9.7 Readiness Reviews

The *Project Manager* shall advise the *Contractor* of phase readiness review and engineering milestone review requirements in alignment with standard NR/L2/P3M/201 Project Acceleration in a Controlled Environment (PACE).

9.8 Deliverable Records

The *Contractor* shall produce and publish records progressively to demonstrate that:

- the works have been executed in accordance with this Contract Project Information;
- the works are progressing in accordance with the Project Requirements; and
- the works have been completed in compliance with the applicable law.

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- the deliverables have been completed in compliance with H&S file standard NR/L2/INF/02202

Records means all drawings, CAD files and models, specifications, calculations, schedules, reports, consents, approvals, permits, licences, authorisations and the like that evidence the progress and compliance of the works through to the defects date.

Access to all records shall be granted to the Client or *Project Manager* for inspection and audit.

These records include documents submitted during the course of the works to verify compliance with the requirements specified elsewhere in Project Requirements.

Records shall be sufficiently detailed to provide assurance of compliance with the Project Requirements and provide support to the *Contractor*'s self-certification process. All records shall be signed off by a competent person.

The *Contractor* shall utilise the Client's standard record templates for records where provided by the *Project Manager*.

Completion of the works shall not be certified by the *Project Manager* until all records required by the contract have been delivered to and accepted by the *Project Manager*.

The *Contractor* shall keep a set of AFC construction drawings, associated data and specifications on Site marked up preferable using heavy red lines to accurately record all changes during construction, including any *Project Manager*'s instructions and technical queries, requests for information, field change documents, Non-conformance reports or other relevant data.

Deliverable Records shall be collated, packaged, indexed and submitted by the *Contractor* in a phased manner for each element, activity or section in accordance with the Project Requirements. The QMP shall identify the frequency when deliverable records will be shared with the client.

Deliverable records shall include but not be limited to the Appendix B listing.

The contractor shall confirm the frequency as to when the records will be available for the Project Manager to review as appropriate.

Superseded documents are considered to be records.

9.9 Certification

Self-certification is the process whereby the *Contractor* can demonstrate that all the requirements of the contract have been fulfilled.

The *Contractor*'s QMP will include a procedure for self-certification, the proposed number and structure of certification packages, programme for delivery, dedicated resource to be assigned to this activity and appropriate reporting.

The *Contractor* shall produce records of self-certification activities including demonstration that the supporting documents and "as-built" details have been satisfactorily completed and that the *Project Manager* has accepted the *Contractor*'s plans to correct notified defects.

The *Project Manager* may monitor the effectiveness of the *Contractor*'s self-certification system through:

- surveillance;
- witnessing appropriate key activities;
- review of certification and records;

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- monitoring and participation in the *Contractor's* audit schedule; and
- independent auditing.

The *Contractor* and his subcontractors and suppliers shall use the AMP proformas required by NR/L2/MTC/089.

The *Contractor* self-certifies the quality of the works by :-

- the provision of progressive assurance that the *Contractor's* design and the works comply with the requirements of the contract ;
- the provision and maintenance of records;
- the requirements for the retention of records by the *Contractor* and the submission of records to the *Project Manager*
- the certification of all parts of the works.

The *Contractor* shall establish and maintain controls over *Contractor* designed elements of the works which will ensure that the *Contractor's* design output documents are traceable to the Quality requirements documents and that the required level of technical acceptance has been obtained prior to the issue of detailed design deliverables for construction.

The *Contractor* shall ensure that Subcontractors provide manufacturing and fabrication certification in accordance with the requirements of the Project Requirements.

Completed ITP Check Sheets and Construction Completion Certificates shall be issued by the *Contractor* to provide the documentary evidence required by the *Project Manager* to demonstrate that the works and the Project have been constructed in accordance with:

- The Project Requirements
- The Contractors Design accepted by the *Project Manager*
- The specified Construction requirements for Project completion and handover.

The *Contractor* shall prepare a structure of proposed sub-contractor construction certificates for the works for acceptance by the *Project Manager*, the sub-construction certificates and construction certificates shall be identified within the accepted programme as deliverable items. The structure shall indicate planned and actual dates at which certificate packages are to be presented to the *Project Manager* for acceptance.

All certificates of compliance/ declarations of conformity shall be issued by an Authorised Competent Person.

9.10 Contract Completion & Handover

The *Contractor* shall provide the stage completion or construction completion certificate as required by standard NR/L2/MTC/089 using form 013 or form 014.

Health and Safety file is to be delivered to the Client Representative in accordance with NR/L2/INF/02202.

A Defects Certificate shall be prepared by the *Project Manager* in accordance with the conditions of Contract. The defects certificate shall include a consolidated listing of outstanding or defective works including items from snagging lists and NCRs.

A joint completion inspection shall be undertaken by the *Project Manager* with the *Contractor* and other parties prior to the Completion date. The completion inspection shall comprise:

- An examination of the record package against the specified requirements.

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- A physical inspection of the completed works giving sufficient time before handover to the Client to allow any snags to be corrected and defects to be identified?
- An agreed listing of defective works shall be completed before the appropriate Completion date and recorded by the *Contractor*.
- The *Project Manager* is required to certify Completion in accordance with the Contract. In the event that notified Defects remain, that the *Project Manager* considers do not prevent the Client from using the works, such Defects shall be corrected by the *Contractor* in accordance with the Conditions of Contract.
- Other defects may be added to this list by the Client between Completion and the defects date.

The *Contractor* shall participate in a contract review of the quality aspects of the works as directed by the *Project Manager* at appropriate stages of the works.

10 Performance Evaluation

10.1 Monitoring, Measurement, Analysis and Evaluation

The Contractor's QMP will describe quality-related key performance indicators, including those related to the measurement of quality objectives and others based on inspection attendances and the results of surveillances.

The *Contractor* shall actively monitor the data obtained to support the identified project KPIs and the *Contractor's* Quality Objectives.

The *Contractor* shall report the data obtained as part of their four weekly quality report, which, subject to agreement with the *Project Manager*, shall include the following as a minimum:

- Audit progress results, CARs, observations and outstanding issues;
- Status of design documentation including design queries arising from construction;
- ITP acceptance and delivery status;
- Hold and witness point status;
- Status of RFIs, NCRs and CRNs with summary of actions taken to close-out CRNs
- Progress on certification and records;
- Quality issues identified and/or anticipated;
- Improvement activities, best practice and lessons learned.

10.2 Audit, Assurance and Surveillance

The Contractor's QMP will describe a process for management of audit, assurance and surveillance of their QMS and sub-contractors where applicable. The QMP shall specify what, when and by who assurance activities will be conducted on the project. The PM shall incorporate any relevant detail into the IAAP as required by PACE standards.

Based on assurance activities applicable to the project, the *Contractor* shall produce an assurance programme for the project, including the quality audits it proposes. The project quality audits might form a part of contractor's annual audit programme which, if present, shall be shared with the Client for information.

The project assurance schedule shall be submitted to the *Project Manager* for acceptance. The *Contractor* shall actively maintain this schedule and submit revisions to the *Project Manager* as part of periodic quality reports.

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The *Contractor*'s assurance schedule shall be developed using a risk-based approach and ensure that all key activities are audited at a time and frequency appropriate to the significance of the activity under review.

The *Contractor* shall perform all audits in accordance with the guidelines of BS EN ISO 19011 (Guidelines for auditing management systems) and submits all audit reports to the *Project Manager* for acceptance.

The *Contractor* shall submit project audit / assurance reports to the *Project Manager* for information.

The *Contractor* records, tracks and manages the close out of any non-conformities and defects identified during audits by implementing the necessary corrective actions to rectify the non-conformity/defect, and the causes.

The *Contractor* shall allow the *Client*, the *Project Manager* or any authorised Third Parties statutory authorities to conduct third party audits, inspections and tests of the works that are being executed in connection with their assets, the works and to observe the execution of activities and the Contract. Wherever possible, such audits shall be undertaken collaboratively in conjunction with the *Contractor*'s own audit schedule.

The *Contractor* shall make available for audit, all records necessary to demonstrate that the works have been executed in accordance with the contract. They also provide the *Project Manager* with documents that demonstrate that the works are progressing in accordance with specified requirements. These documents are to be provided in a timely manner as the work progresses.

The *Contractor*'s audit schedule shall include quality related site surveillance activities. The volume of surveillances should take into account the number and size of live projects to provide the necessary self-assurance coverage and oversight across a large project or a portfolio. The accepted schedule will verify compliance of production with the Project Requirements and relevant Inspection and Test Plans.

The contractor's audit / assurance schedule should include audits undertaken by the Contractor on its sub-contractors, if such activity is deemed appropriate for the project.

11 Continual Improvement

The *Contractor* shall perform root cause analysis to identify the causes of non-conformities and Defects. The results of these shall be used to implement system and process improvements and, where appropriate, management actions.

The *Contractor* develops quality improvement initiatives as required under the contract and in accordance with their QMS.

11.1 Lessons learned

The *Contractor* also contributes to and participates in the identification, discussion and implementation of lessons learned initiatives agreed with the *Project Manager*, utilising Network Rail's lessons learned toolset.

The *Contractor* shall submit details of relevant quality improvements and lessons learned initiatives, identified from previous projects, to the *Project Manager* for his acceptance within four weeks of the starting date.

Where appropriate, Quality Alerts can be published and shared across the supply chain and Network Rail to highlight risks, threats, opportunities and good practice.

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12 Reference documentation

ID	Title
1	ISO 9001:2015 International Quality Management System Standard
2	NR/L2/P3M/201 Project Acceleration in a Controlled Environment (PACE)
3	NR/L2/P3M/225 Manage Assurance (PACE)
4	NR/L2/OHS/CP0070 Principal Contractor Licence Assurance
5	NR/L2/RSE/02009 Engineering Management for Projects
6	NR/L2/RSE/CONM/001 Construction Management Standard
7	NR/L2/RSE/CONM/001/03 Inspection & Test Plans
8	NR/L3/RSE/CONM/001/F001 Inspection and Test Plan Schedule Standard
9	NR/L3/RSE/CONM/001/F002 Inspection and Test Plan Standard
10	NR/L3/RSE/CONM/001/F003 Inspection and Test Plan Check Sheets Standard
11	NR/L3/P3M/131 Document Management Manual
12	NR/L3/P3M/131/01 Document Management Procedure
13	ISO 44001:2017 Collaborative business relationship management systems
14	ISO 10005:2005 Quality management systems — Guidelines for quality plans
15	ISO 19011 Guidelines for auditing management systems
16	NR/L2/MTC/089 arrangements for the exchange of asset data and the continuing maintenance of assets undergoing change
17	NR/L2/INF/02202 [Issue: 6] Records management of health and safety files

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13 Terms and definitions

The following Quality System terms and acronyms are used in this part of the Project Requirements. The definitions given are derived from ISO 9000 and standard conditions of contract.

Term	Definition
Agreed Defects Listing	An agreed listing of Defects specifically established with the Project Manager for an element of the work that they are adopting.
Clause	A Clause under the <i>conditions of contract</i> .
Conformity	Fulfilment of specified requirements.
Construction Review Notice (CRN)	A document used by Network Rail personnel which independently records details of good practice or non-conformance issues relating to construction activities.
Correction	Action to eliminate a detected nonconformity
Corrective Action	Action to eliminate the cause of a detected nonconformity
Corrective Action Report (CAR)	Raised to record a failure to implement a specified process or contractual requirement. Generally identified during an audit.
Defect	As defined in the <i>conditions of contract</i> .
Engineering and Construction Management Plan (ECMP)	Defines any Project specific requirements for engineering and construction management roles, activities, responsibilities and bespoke arrangements in place for the Project
Inspection & Test Plans (ITPs)	A document produced by the contractor and accepted by the designer to describe the sequence, method and acceptance criteria for product inspections and their associated records.
Non-Conformance Report (NCR)	A design and construction-related document that addresses issues where there has been a deviation from the project specification or where work fails to meet agreed quality standards.
Non-conformity	A Defect as defined in the <i>conditions of contract</i> . (The term non-conformity is used to be consistent with industry practice and includes failure to comply with quality management documents such as procedures for managing the works described in Project Requirements.)
Preventive Action	Action to eliminate the cause of a potential nonconformity or other undesirable situation
Outstanding Works List	A document to record work that has not been completed at an inspection or acceptance stage. (Appendix 1).
Quality Management Plan	A document setting out how the quality requirements of the Contract, as specified in the Project Requirements, shall be achieved, controlled, assured, demonstrated and managed.
Quality Management System	The management system for achieving the quality requirements described in the Project Requirements and for demonstrating to the <i>Project Manager</i> such achievement, including the provision of documentary evidence and supporting records.
Quality Record	A record established to provide evidence of conformity with specified requirements
Quality Procedures (QPs)	Documents that specify operational techniques or activities that are used to fulfil requirements for quality, and as such support the Contract Quality Plan.
Snagging List	A List of items required to complete works in an area, system or subsystem following contract or sectional completion.

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Appendix A - Quality Procedures

Activity	QP Requirement
General Management	<ul style="list-style-type: none"> ▪ skills and required competency levels for all personnel performing quality related activities and associated training needs. ▪ control of documents & data ▪ certification control and co-ordination; ▪ administration of non-conformities and reporting to the <i>Project Manager</i> ▪ monitoring the activities of subcontractors and suppliers of any tier to ensure their compliance with the contract; ▪ approval of QPs by others including design, manufacture construction installation and testing and commissioning ▪ configuration management
Design	<ul style="list-style-type: none"> ▪ design control, preparation, review, verification and change control ▪ design risk assessments ▪ configuration management ▪ systems engineering ▪ assurance ▪ human factors
Procurement	<ul style="list-style-type: none"> ▪ preparation and acceptance of material requisitions and approval of purchase orders in accordance with accepted specifications ▪ Selection of Consultants, Subcontractors, Suppliers. ▪ Monitoring the activities of Consultants, Subcontractors, Suppliers and sub-tiers thereof to ensure their compliance with the Contract
Manufacturing	<ul style="list-style-type: none"> ▪ interim/routine and final inspection of work ▪ material supplier's quality verification ▪ preparation review and acceptance of ITPs ▪ monitoring against ITPs ▪ Qualification Test and Factory Acceptance Test (FAI/FAT) certification ▪ inspection certificates, certificates of conformity ▪ delivery, handling and packaging
Production	<ul style="list-style-type: none"> ▪ equipment, plant and material control ▪ surveying, setting out and monitoring of the works ▪ receiving inspection ▪ Interim/routine and final inspection of the works and all materials including temporary works ▪ Material suppliers' quality verification ▪ preparation review and acceptance of ITPs, quality check sheets and test plans ▪ monitoring against ITPs ▪ control and calibration of measuring and test equipment; ▪ scheduling of necessary testing ▪ on/offsite testing of materials ▪ monitoring of safe systems of working ▪ traceability of materials ▪ quality verification and surveillance inspection of the partially completed and completed works and collation of quality verification records
Test and Commissioning	<ul style="list-style-type: none"> ▪ setting to work and the verification of plant, materials and system compliance through conducting testing and commissioning ▪ A testing and commissioning plan covering all phases and listing all processes

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Appendix B - Listing of Deliverable Records

Quality Management and Assurance Requirements	Project Phase			
	Supplier Tender	Concept Design	Developed & Technical Design	Construction
ISO 9001 Quality Management System	✓	✓	✓	✓
ISO 10005 Supplier Quality Plan	✓	✓	✓	✓
Review & Approval Plan & Records		✓	✓	✓
BIM Execution Plan			✓	✓
United Kingdom Accreditation Service, Accredited Testing & Inspection Service Provider		✓	✓	✓
Design Certificate of Compliance		✓	✓	✓
Request for Information Register		✓	✓	✓
Audit Programme		✓	✓	✓
Project Quality KPI Reports		✓	✓	✓
Non-Conformance Register / Reports		✓	✓	✓
Inspection & Test Plan & Records				✓
Production Certificate of Compliance				✓

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Appendix C - Application Matrix for Agreed Defects List, Snagging Lists, RFIs, NCRs and CARs

Report Type	Use	When applicable	Raised By	Closing	Examples
Non-Conformance Reports (NCRs)	<p>To identify defective work or failure to implement agreed processes on site to:</p> <ul style="list-style-type: none"> ▪ track the resolution, ▪ hold further work if required ▪ track preventive actions ▪ track the recurrence of issues ▪ monitor the cost of resolution ▪ in some cases, remedial work is not possible but preventive measures are possible <p>All NCRs are raised within the Project system unless agreed otherwise with the <i>Project Manager</i>.</p>	<p>Raised when:</p> <ul style="list-style-type: none"> ▪ a Defect/ Non-conformity in the works is identified. NCRs will not be raised for minor defects subject to standard remedial measures or minor items of incomplete work. ▪ a specified activity has not been conducted in accordance with agreed project documentation. 	<p>Generated by anyone in the Site Team (<i>Contractor or Project Manager</i>) who identifies a Defect in the work or a process that is not being followed</p>	<p>Closing is in two parts: Acceptance of the final disposition of the work or the process finally implemented, by the acceptance authority for the work.</p> <p>Acceptance of implemented preventive measures by the <i>Project Manager</i>.</p> <p>Note: All open NCRs in the Project system shall be tracked on the COWL.</p>	<p>Work</p> <ul style="list-style-type: none"> ▪ Structural defect in concrete. ▪ Earthwork tests show a lack of compaction. ▪ incident. <p>Process</p> <ul style="list-style-type: none"> ▪ Required documentation not in place. ▪ Missed/ineffective test or inspection ▪ Unauthorised late working
Corrective Action Reports CARs	<p>To identify a general failure to implement a specified process to:</p> <ul style="list-style-type: none"> ▪ identify the actions required to correct process failure. ▪ track preventive actions 	<p>As the result of an audit finding or review of a specific issue where there was either a significant risk of a reportable incident, or repeated failures to satisfactorily implement a specified process.</p>	<p>Raised by auditors or management system personnel.</p>	<p>Closed by the <i>Project Manager</i> but subject to further verification by an auditor at the appropriate management system manager's discretion.</p>	<p>The lack of measures to prevent the recurrence of non-Conformities.</p>
Snagging Lists/ Outstanding Works Lists	<p>To record and track areas of incomplete work or minor Defects raised during construction and that can be corrected in a subsequent phase of the work prior to the Completion Date.</p>	<p>Used to record work that has not been completed correctly or is outstanding, at an inspection or acceptance stage. Snagging items are minor Defects subject to standard remedial measures or minor items of incomplete work.</p>	<p>Person responsible for inspection/ reviewing the completion of the work prior to the Completion Date.</p>	<p>The originator or the agent responsible for acceptance of the work signs off the snagging list, once all actions are completed.</p>	<p>Post concrete inspection flaws. Weld failures</p>
Agreed Defects List	<p>This Defects List is attached to the Completion Certificate, issued by the <i>Project Manager</i></p>	<p>The Defects List will operate for the period stated in the Contract after the date of issue of the Completion Certificate.</p>	<p>The Defects List is prepared by the <i>Contractor</i> and the <i>Project Manager</i> and signed off by the <i>Project Manager</i></p>	<p>The <i>Contractor</i> ensures that all work stated on the Defects List is corrected within the <i>defect correction period</i> for each Defect. The <i>Contractor</i> notifies the <i>Project Manager</i> when each Defect is corrected, and the <i>Project Manager</i> accepts if the Defect has been corrected</p>	

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Site Query/ Requests for Information (RFI)s	To request information, clarification or agreement to a proposed action. All RFIs are raised within the Project system unless agreed otherwise with the <i>Project Manager</i>	Used at any stage of the contract to obtain information. Not to be used in place of NCRs	Generated by anyone in the Site Team (<i>Contractor or Project Manager</i>)	Closing shall be in accordance with the requirements of the Project procedure. The <i>Contractor</i> identifies any relevant RFIs on its record drawings	Request for information on outstanding 'holds' on drawings.
Consolidated Outstanding Works List (COWL) List	A listing per area, system, or sub- system, held on the snagging database, which may include: <ul style="list-style-type: none">▪ Outstanding programmed works▪ Outstanding inspections/tests▪ Work to correct Defects (snagging lists)▪ Outstanding deliverables▪ Outstanding documents under the contract▪ Outstanding records and/or certification▪ Outstanding NCRs Items are taken off as they are completed/resolved, but no new items can be added.	Initiated immediately prior to an area, system, or subsystem completing a construction stage or being offered for handover	Nominated <i>Contractor</i> and <i>Project Manager</i> personnel	Close out of Consolidated Outstanding Works List items shall be managed by the <i>Project Manager</i> but the action is always on the <i>Contractor</i>	As listed under "Use"

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