

Standard Category

1

S1552

Contract QUENSH Conditions

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**Please read the Written Notices
attached to this standard**

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1 Purpose

The purpose of the Contract QUENSH (Quality, Environmental, Safety and Health) Conditions is to control risk down the supply chain for contracted work on LU Operational Property or other LU premises which affect / impact upon the operational railway. QUENSH enables the Client to identify, against the particular package of work, what risks need to be considered during implementation. The relevant QUENSH requirements can then be identified, agreed with the Supplier and applied to the contract to mitigate those risks.

QUENSH is therefore a document which will enable PFIs and Tube Lines, alternative supplier organisations and other parties working under an agreement with LU to cascade the appropriate LU requirements down their supply chain to ensure that risks are understood and controls embedded in plans and working arrangements.

QUENSH is not applied to the relationship between LU and Tube Lines.

Note: The requirements detailed in this standard are in addition to legislative requirements, British and European standards, industry good practice and other Category 1 Standards.

2 Scope

QUENSH applies to every contract for works, activities or services supplied to LU which take place on LU Operational Property or other LU premises which affect / impact upon the operational railway. The Client determines the relevant conditions on the basis of risk associated with the works, activities or services.

The Client may apply QUENSH, in its entirety or in part, to any other contract that affects LU's business.

The project scope will determine the standards, or parts of standards, that must apply for LU and nominee Company project work

Concessions to standards are only required to those standards that are determined by the scope and when those standards are not met.

When a project is underway, new or changed standards must not be used to vary scope, particularly beyond design 'freeze', unless the change relates to a change in law or there is a demonstrable cost benefit.

3 Roles and responsibilities

The application of QUENSH and the relationship that shall be applied between the Client and Supplier is defined below and described further in Attachment 1.

3.1 The Client

The Client shall:

- 1) be responsible for ensuring the requirements outlined in this standard are managed in all contracts where they are applicable.
- 2) identify the point of contact that will represent the Client's organisation.

This representative shall be responsible for ensuring compliance with LU's Standards and processes. This work may be amalgamated within other, recognised roles within the Client's organisation.

3.2 The Supplier

The Supplier shall be responsible for managing the activity of the Supplier's organisation and their supply chain so that compliance with the QUENSH Contract Conditions and the associated LU Standards is achieved.

The Supplier shall:

- 1) Be responsible for satisfying QUENSH requirements applicable to the works;
- 2) Have or develop a comprehensive knowledge of the QUENSH Contract Conditions and the associated LU Standards;
- 3) Have or develop an understanding of how 'works' can impact on the operational railway, including LU staff, customers and assets;
- 4) Ensure that all suppliers forming part of the supply chain (sub-contractors) comply with all applicable QUENSH Contract Conditions and associated LU and Tube Lines standards.
- 5) Upon contract award, the point of contact who will represent the Supplier's organisation and their supply chain, where applicable.

This representative shall assure the Client that full compliance with QUENSH is being achieved within the supplier organisation and its supply chain, where applicable. This work may be amalgamated within other, recognised roles within the Supplier's organisation.

Note: The intention is to accommodate this work within the Supplier's project team without creating a specific role; the point of contact should be a co-ordination function.

4 Agreement of the applicable QUENSH contract conditions

The QUENSH contract menu (form F0780) or the contract shall be used by the Client to identify and apply relevant requirements to particular packages of work.

The applicable conditions shall be identified by competent persons.

Where a QUENSH menu is produced, it shall be issued as a part of the Invitation to Tender (ITT).

The Supplier shall evaluate the scope of work against each condition selected by the Client on the menu as being applicable. If the Supplier's selection of requirements differs from the Client's then the Supplier shall give a clear explanation of the reason for these differences as part of the tender.

Differences in the Client and Supplier menu selections will be discussed and resolved with the Client's representative at subsequent tender review meetings.

The agreed version of the menu selections shall form part of the Contract in that it shall be complied with by Suppliers and their supply chain.

The menu shall be updated by the Client for agreement by the Supplier if the contract is subsequently varied to include significantly additional, or different, works or services.

5 Supplier's selection of sub-contractors

The Supplier shall ensure that its procurement management system evaluates and selects sub-contractors not solely on the basis of cost but also for their ability to meet LU requirements. The Supplier shall provide with their tender details of the basis for the selection of all proposed sub-contractors and how they are selected.

6 Identification of Safety Critical Activities

Suppliers shall identify all Safety Critical Activities associated with the Contract and submit details with their tender. LU Safety Critical Activities should be identified as set out in legislation and LU Standard S1548 'Safety Critical Work'. Agreement shall be reached with the Supplier regarding which Safety Critical Activities are associated with the Contract.

The Supplier shall regularly review the method of work and identify any further safety critical tasks for agreement with the Client before starting that activity.

7 Works Environmental Management

The Supplier shall develop and document arrangements for managing environmental impacts.

The Supplier shall:

- 1) ensure that the arrangements demonstrate the approach and structure of the necessary environmental management to be employed on the Contract;
- 2) maintain and periodically review the arrangements and forward amendments to the Client.

8 Emergency Plan

The Supplier shall prepare Emergency Plans relating to fire and other health, safety and environmental emergencies and ensure that all personnel are aware of the arrangements in them. The Emergency Plan shall define the arrangements, procedures and measures that will be implemented to eliminate or minimise the identified hazards and the potential hazards, including those specified by the Client. The Plan shall:

- 1) clearly state the procedures to be adopted for each emergency;
- 2) list the duties and responsibilities of personnel on site;
- 3) identify a senior site official with responsibility for liaison with the emergency services; and
- 4) include the names and telephone numbers of the Supplier's staff (including mobile telephones if applicable) who can organise or assist with emergency action (including safety, fire or environment) in the event of an incident occurring on the site outside normal working hours or when the Supplier is absent from the site.

All such plans shall reflect and be complementary to local LU evacuation procedures.

The Emergency Plan shall be kept at site along with any other documents, posters or notices required by law or directed by the Client. Where the works, activities or services being provided is carried out on an 'ad hoc' basis, e.g. fault repair, the Emergency Plan shall always be available on site while work is in progress. The Supplier shall provide the Client with a copy of the Emergency Plan.

9 Method Statements

The Supplier is free to use its own format for method statements; LU does not mandate a specific format. However, the LU supply chain has developed a method of producing and briefing a safe method of work to the labour force. Copies of the templates can be obtained from LU's Approved Products Register at www.lu-apr.co.uk by registering and then searching for SMoW or selecting product ID 479.

Note: The use of this format is not mandatory, but suppliers are free to use it or adapt it to suit their works.

10 Health, Safety and Environment File

The holder (LU or Tube Lines) of stored Health, Safety and Environmental file information and any other stored health and safety information on the known or potential hazards and risks that are present at a location shall supply the information to any party requesting it who is either engaged or potentially involved in work at that location.

11 Pre-start LU health, safety and environment meeting

The Client shall determine the need for an LU specific pre-start health, safety and environment meeting. Where required the Client shall invite (as appropriate) representatives from the London Fire and Emergency Planning Authority (LFEPA), LU, Tube Lines Fire Safety Manager or relevant fire protection task engineer, relevant safety and environmental regulators, the Supplier's representative, Supplier site representatives and any specialist representatives (such as the LU or Tube Lines Asbestos Control Units) to attend a pre-start meeting.

If appropriate the Client shall also invite a representative from the British Transport Police to attend the pre-start health, safety and environment meeting to discuss work likely to affect passenger flow and movement in stations, crime prevention and general security.

Appropriate attendees shall also be invited to visit the site on a regular basis. The Supplier shall comply with any instructions from the Client resulting from these visits.

12 Supplier's site induction

The Supplier shall ensure that their personnel and any visitors to the site are made aware of the Supplier's health, safety and environmental requirements specified in the Contract relevant to site safety.

13 Site Person in Charge

A declaration of the competence of the Site Person in Charge, contained in form TSW 035 available from the Client, shall be signed by the employing manager which shall deem that the Site Person in Charge has the necessary supervisory skills and sufficient knowledge on the technical, health, safety and environmental aspects of the scope of the work to act in the capacity of the Supplier's Site Person in Charge.

Where the Site Person in Charge/Protecting workers on the Track will be working in an area defined as 'track', the roles and the responsibilities of a Site Person in Charge/Protecting Workers on the Track, including the additional requirements for their appointment, can be found in the following Rule Books:

- 1) Rule Book 14 'Possession planning and management'
- 2) Rule Book 15 'Possession protection methods'
- 3) Rule Book 16 'Going on the track in Engineering Hours'
- 4) Rule Book 20 'Engineering staff - Traffic Hours protection'

Copies of the Site Person in Charge Declaration Form (TSW035) which can be used for both Track and Non-Track purpose can be found on the Rule Book intranet site using the following link:

<http://onespace.tfl.gov.uk/lu/OSSRB/default.aspx>

14 Staff requirements

14.1 Behaviours

14.1.1 Alcohol and drugs

In compliance with LU Standards S1251 'Alcohol and work' and S1257 'Drugs and work' and the Transport and Works Act, all Suppliers' staff are prohibited from consuming alcoholic drinks or consuming or using drugs at work, or from being under the influence of alcohol, drugs or other substances that might impair the proper performance of their duties on LU's Premises.

A DAMSP (Drugs Alcohol Medical Screening Programme) Certificate shall be carried by the Supplier's personnel at all times where they are undertaking Safety Critical Activities.

Suppliers shall conduct unannounced drugs and alcohol testing of at least 5% of their workforce that undertake Safety Critical Activities per annum.

Testing for drugs and alcohol, certification and evidence

When required by the Client, the Supplier's personnel shall co-operate by providing breath tests or specimens for analysis in the following circumstances:

- 1) prior to starting the Contract or an approved training course;
- 2) annually;
- 3) unannounced and on a random basis in addition to testing for any other reason;
- 4) when suspected of an infringement of a legal requirement;
- 5) following an incident.

Failure to comply with this requirement may result in civil or criminal action against the individual, the Supplier or both. Testing will be undertaken at the Supplier's expense. Information on laboratories approved by LU for alcohol and drugs screening is available from the Client.

Records of testing shall be produced by the Supplier on request or at specified intervals as determined by the Contract. Records of individuals who have failed to meet LU's requirements shall be supplied to the Client and made available to LU.

14.1.2 Control of hours worked

The longest shift in any roster shall be 12 hours.

The minimum amount of rest between any two shifts shall be 11 hours.

Suppliers shall comply with the Working Time Regulations and any subsequent amendments. As determined by the Supplier, the consecutive days that may be worked before a rest period when working on, over or adjacent to the railway shall be either:

- 1) six consecutive days, followed by a rest period of not less than 24 hours;
- 2) 12 consecutive days, followed by two consecutive rest days, each of which is not less than 24 hours;
- 3) Within any 14 day period, two rest periods, each of which is not less than 24 hours;

In calculating the numbers of hours worked by personnel, the Supplier shall take fully into account those hours worked for any other Supplier.

The Supplier shall maintain records of employee's working hours and these shall be made available to the Client, immediately upon request, for monitoring and audit purposes.

14.2 Knowledge

14.2.1 English language

The default language for all Suppliers and services to LU shall be English and this requirement shall extend to:

- 1) oral communications;
- 2) all written communications and instructions including any training or technical material provided by any Supplier following the modification, renewal or replacement of any asset.

Those staff that have responsibility for managing the Contract and the Supplier's personnel whilst they are working on LU Premises shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

The Client may permit the presence of Supplier's team members who are not competent in the English language provided that the Supplier can demonstrate to the satisfaction of the Client that:

- 1) such team members will receive the required safety training/briefing (including any emergency procedures) before commencing work;

- 2) the Supplier will make appropriate arrangements to ensure that instructions are effectively communicated to, and understood by, all such team members.

14.2.2 Access Card and Worksite Briefing

All Supplier personnel who work on LU Premises shall be able to evidence by approved methods that they have successfully attended an LU specific Health & Safety induction as set out in LU Rule Book 10 - Station Access.

Suppliers shall maintain records of all the operatives attending the briefing. These records shall be made available to the Client upon request.

14.2.3 Visitors to sites

Visitors who are accompanied by a suitably competent and licensed Tube Lines or LU staff need not hold an LU access card nor complete the worksite briefing where they are not undertaking any physical work; where their presence on site is not interfering with any work; where they are not going on or about the track in either Engineering or Traffic Hours, or anywhere where their presence places neither themselves or others at any risk.

14.3 General competence

14.3.1 Evidencing competence of safety critical staff

The Supplier shall demonstrate the competence, medical fitness, qualifications and training of safety critical staff as set out in LU Standard S1548 'Safety Critical Work'.

14.3.2 Identification of safety critical staff

The Supplier shall provide a means of identification for all staff employed on safety critical works as set out in LU Standard S1548 'Safety Critical Work'.

14.3.3 Competent external safety critical personnel

The services of Protection Masters, Train Masters, Possession Masters and Cable Linemen shall only be procured from organisations that have demonstrated themselves to be competent to provide such services.

14.3.4 Training

The Supplier shall ensure that its staff and those of its appointed supply chain) are competent, fully aware of QUENSH requirements and the controls and process to manage the risks pertinent to both the works and individual staff roles.

Where required by the Contract and before starting work on site, the Supplier's personnel shall attend and achieve the required standard in the courses agreed with the Client. These courses will cover the rules, procedures and instructions to ensure that staff are safe on or about the operating railway. Training can only be provided by an LU Accredited Training Provider.

Supplier's personnel attending any of LU safety training courses shall not have performed work in the 11 hours preceding the start of the course and be sufficiently alert and awake as to derive full benefit from the course.

Note: Attendance at an LU accredited course shall be considered to be the equivalent of performing work for the duration of the course. The Accredited Training Provider will issue a certificate to the Supplier's personnel who have successfully completed a course. This certificate shall be carried at all times whilst on duty. The certificate will not be renewed on expiry unless the Supplier's personnel have attended and passed the appropriate refresher training course.

All training certificates issued by an Accredited Training Provider remain the property of LU and are valid for the duration stated on the certificate. No certificate shall be valid if it has been defaced.

14.3.5 Asset specific competence

Suppliers shall demonstrate to the Client the competency to perform works on specific assets as required by the governing standards.

14.4 Medical requirements

All Suppliers shall comply with LU's medical requirements as set out in LU Standards S1601 'Management arrangements to assure medical fitness' and S1602 'Corporate medical standard for personnel requiring safety on the track certification'.

14.5 Identification of Suppliers staff

The Supplier's personnel and their sub-contractors shall wear high visibility clothing which carries the Supplier's company name, at all times when on or about the operational railway.

The Supplier's staff shall not wear LU branded high visibility clothing, unless working under a "labour only" contract and requested to do so by the LU Project Manager.

High visibility vests shall comply with the requirements of LU Standard S1483 'High visibility clothing for going on or near the track'.

Where, following a risk assessment, the wearing of a separate high visibility garment could produce a risk of personal injury, and then the Supplier shall agree

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other arrangements with their LU point of contact to ensure that the Supplier's staff and sub-contractors are easily identified.

14.6 Clothing

Suppliers shall not wear any garment or article that impedes their vision or hearing when working on LU infrastructure, unless required as part of a safe system of work, e.g. hearing protection.

The wearing of hats, clothing with hoods and any other headwear is prohibited when working on LU infrastructure with the exception of:

- Hoods or headwear required as PPE in response of a risk assessment;
- Headwear specifically designed:
 1. To be compatible with PPE **and**
 2. Not to impede vision or hearing.

15 Permits and licences

15.1 LU specific permits and licences

Permits and licences shall be required for:

1. Movement of materials (see clause 35.1 'Conveyance of loads on lifts and escalators')
2. Storage of materials (see clause 44 'Storage')
3. Access to sub-stations, electrical switchrooms, equipment rooms and signal equipment rooms (see clauses 0 '
4. Access to electrical sub-stations, working equipment, relay and other secure rooms' and 41 'Entering areas with gaseous fire suppression systems').
5. Working in the lift or escalator environment (see clause 37 'Working in or near lifts and escalators');
6. Hot work and fire hazardous work operations (see clause 43 'Hot work and fire hazards'); and
7. Visiting LU operational locations (see clause 14.2.3 'Visitors to sites')

Where licences or permits are required, the Supplier shall ensure they are prominently displayed at all times during the work period and in a position and manner approved by the Client. If the licence or permit is defaced, removed or obstructed without authority, the Supplier shall apply for it to be replaced immediately.

The Supplier shall apply for permits or licences to the Client at least 14 days prior to the proposed commencement date.

Permits, certificates and licences are issued on an individual basis and are not transferable to other persons or companies. If any of these documents are lost or damaged, the Supplier must advise the Client as a matter of urgency.

15.2 Permits, licences and certificates for Supplier's staff

Suppliers shall:

- 1) hold a record of all licences, permits and certificates issued to its staff by LU or Accredited Training Providers;
- 2) ensure that their staff carry their DAMSP (Drugs, Alcohol Medical Screening Programme) certificates and relevant training certificates;
- 3) allow sufficient time to ensure that its staff are properly trained and registered before starting work on the Contract.

If the Supplier's staff fail to produce the stipulated licences when requested to do so by any member of LU staff, they shall be required to leave the LU Premises immediately. No cost or delay incurred by the Supplier as a result of such a failure will be accepted by LU.

16 The Principles of Access

16.1 Introduction

Access to the LU network is controlled by separate but interdependent regimes.

16.2 Access to Stations

All Suppliers shall access LU station premises in accordance with Rule Book 10 'Station Access'. Suppliers shall seek access to the station via the LU Access Department.

All Supplier staff shall be able to evidence by approved methods that they have successfully attended an LU specific Health & Safety induction. Additional authority will be required to gain access to any secure equipment room. The person leading the group must be competent to act as a Site Person in Charge:

- for non-track locations by a letter of authorisation from their accountable manager

16.3 Access to the Track

Access to London Underground Railway Track and the Protection required to permit this shall be in accordance with the following Rule Books:

- 1) Rule Book 14 'Possession planning and management'
- 2) Rule Book 15 'Possession protection methods'
- 3) Rule Book 16 'Going on the track in Engineering Hours'
- 4) Rule Book 17 'Managing access to the track in Engineering Hours'
- 5) Rule Book 20 'Engineering staff - Traffic Hours protection'

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6) Rule Book 21 “Personal safety on the track”

For access to the track where Network Rail rules apply, Network Rail Protection Standards must be complied with. LU will allow the Supplier's personnel access to reach the site locations via the railway using an authorised route, except where there is public access.

Permission to carry out work on LU infrastructure must be granted by the LU Access Department. Access applications, particularly at interchange and interface locations, may require permission to be granted by more than one party.

16.4 Access to depots

Procedures for gaining access to a depot are set out in LU Rule Book Support Document 'Depots and Sidings'.

All non-emergency work or non-call staff work must be requested in advance from the LU Access Department. Once approved by the LU Access Department, work will be published in the Engineering Notice Look Ahead and Engineering Notice . Before starting work, staff must obtain permission from the designated person responsible for the depot concerned.

17 Applying For Planned Access

17.1 Introduction

All access requests, including those of PFI suppliers, third parties and suppliers contracting with Tube Lines, shall be made via the Worksite Request System, and then processed by the Access Department. A booking reference number will be issued to the supplier once the request has been operationally reviewed, clash checked and approved.

18 Applying For General Access

General Access (GA) is a category of access for undertaking non-exclusive / non- restrictive works on LUL infrastructure, using all necessary tools and equipment. Booking reference numbers may be valid for up to a whole financial year, but may also be issued for shorter time periods to suit work demands.

18.1 General Access

This will be granted at the discretion of the Access Manager, if the nature of the work meets the requirements for a General Access application. Constraints that apply to general access.

A Supplier shall only undertake GA activities that have been previously agreed by the LU Access Department. Only those companies or departments authorised for General Access shall carry out these activities. (This may include sub-contractors, but they will be working under the main Supplier title and it will be the responsibility of the main supplier to manage this process). Planned Work shall be given precedence over GA activities. A General Access booking reference number will be provided for each GA activity being undertaken. Requests for GA shall be made at the notice period set out in contractual documentation before start on site. Bookings will be authorised for periods up to 12 months.

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19 Access for Fault Repair

Access in response to a reported fault is managed differently to planned access. By definition it is not for planned works ordered through the PPP, PFI or another contract. Faults are reported to a Fault Reporting Centre (FRC). For each job raised in response to a reported fault, a unique fault reporting number is allocated. The fault number is the equivalent to a SABRE Number and can be used to gain access to a station or the track for the purpose of rectifying the reported fault. Only recognised fault numbers are acceptable 'access numbers' to entitle the Supplier access onto the station to fix the fault. Any fault number presented to the Track Access Controller (TAC) when access to the track is being requested must be supported by verification of the number, work site and work description being supplied to the TAC by the FRC. These details are normally faxed direct to the TAC by the FRC. Fault rectification works do not require an Operational Assurance Certificate. A safe system of work must be established and applied at all times.

Note: In Traffic Hours at busy stations, it is strongly advised that the Supplier contact the Station Supervisor (or the Duty Station Manager's office) before attending site. There may be working restrictions due to passenger volumes. It may be necessary to rectify the fault overnight in Engineering Hours.

20 Operational Assurance

Operational Assurance (OA) approval (by LU) is required when planned engineering work could impact on station or train operations. The criteria for this are set out in LU Standard S1538 'Assurance', Section 3.9 'Supplementary requirements for the assurance of works impacting on the operational railway'. The OA process ensures that, for planned work on LU Premises, which may have an operational impact, the relevant LU operational/access manager has been assured that:

- 1) Safety risks to customers and staff are being managed to As Low As Reasonably Practicable (ALARP);
- 2) Suitable consultation has taken place between the operational / access managers or their nominated representatives and those conducting the work.

Application to the relevant LU operational/access manager for OA should consider ongoing operational inspections and consultation with regard to cross boundary issues. Work cannot take place and access bookings will not be published in the Engineering Notice or the Station Works Plan (SWP) unless OA has been received and accepted by the relevant LU manager for the site. Access bookings may be made in advance of OA being granted.

21 Closures and possessions

21.1 Requirements for Closures

Where works will affect normal LU Station or Trains operation the Supplier shall request a Closure. Application is made on a Closures Request Form and must be submitted to LU 540 days in advance of the proposed date for a Major Closure and 222 days in advance of a Minor Closure, as required by the contractual documentation. Shorter notice may be accepted by LU at its discretion. Major closures are those which occur between 06:00 and 21:00 Monday to Friday, excluding any works which are lift and escalator based. Closures outside this time are deemed Minor Closures or station closures.

21.2 Requirements for possessions

The requirements for planning and managing possessions are specified in LU Rule Book 14 'Possessions planning and management' and Rule Book 15 'Possession protection methods'.

For possessions involving other infrastructure controllers or equivalent, the site owner's procedures and Site Specific Engineering Agreements must also be applied. A representative from the other organisation must attend the possession planning meeting, at which:

- 1) Protection of the possession area beyond the procedural boundary must be arranged with the representative from the other organisation. The agreed details must be published in the Engineering Notice and the other organisations' Weekly Operating Notice or equivalent publication.
- 2) It must be agreed which method of protection will be used and what means of communication will be established between LU and the other organisation. Except for emergency possessions, details of all possessions must be published in the Engineering Notice.

22 Controls at Point of Access

22.1 Publication of works

All planned work, after approval, is "published" in one of the following:

- 1) The Traffic Circular and Engineering Notice Look Ahead for Trains or possessions, exclusive/restrictive access etc on the track.
- 2) The daily Engineering Notice .
- 3) The SWP for stations;
- 4) The GA Plan;
- 5) The SABRE system.

Planned Work cannot take place unless published in one of the above.

22.2 Checks at point of access

The Supplier must be prepared to show evidence of:

- 1) Booking reference number (including GA) or fault number;