

# Re-Imagining Railway Stations:

Connecting Communities

Competition  
Brief

## RE-IMAGINING RAILWAY STATIONS: CONNECTING COMMUNITIES

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## Competition Brief

14 July 2020

Cover image © Luke O'Donovan for Network Rail

## **1. THE DESIGN COMPETITION CHALLENGE**

Network Rail invites proposals that will challenge and re-imagine what a 'station' could become in the 21<sup>st</sup> century as the interface between the community and the railway.

This international design competition is focused on new solutions for small to medium stations across the UK. There are already more than 2,000 of these, ranging from small halts to medium-sized stations. The competition's aim is to explore designs for the interface between a 21st century community and the rail system that can be integrated in the wide range of different suburban and rural contexts. It will interrogate the meaning of the term 'station' through the design process.

Your solution should explain your underlying philosophy and show how this philosophy can be interpreted to be suitable both for use at any small-medium new build station site and also how it can be used to adapt those sites where there already is an existing smaller station.

We are inviting ideas that explore a response to the changing character of our society as well as addressing the wide variety of existing experiences at UK rail stations. Coronavirus has shaken up our way of life from which, along with the climate and ecological emergency, the recovery process will demand a profound shift in the way we behave in order to provide a secure future for future generations.

## **2. NETWORK RAIL'S BUILT ENVIRONMENT VISION AND PRINCIPLES OF GOOD DESIGN**

Network Rail's built environment vision is to deliver and maintain world class rail assets that provide the heartbeat for our nation's transport system.

Our vision applies across the built environment and is guided by our responsibility to deliver, through good design, a safe and reliable railway for the millions of people who use it daily. We want our assets to be sustainable and our vision should enable us to deliver outstanding value for taxpayers and customers. The impact of our transport network on the environment must be at the heart of our thinking and design approach to achieve net zero carbon emissions.

Across the UK, the design quality of stations and the amenities they provide vary greatly. By improving the quality of our smaller stations, they will be able to provide for their communities in ways which meet or exceed, albeit at a smaller scale, the best examples of our larger stations in towns and city centres. We expect proposals to look beyond railways for good ideas from other parts of contemporary life to imagine how they can fully realise the unique opportunities a station provides.

The travel experience of rail users is essential to Network Rail. Every day, millions of people travel by rail. Their daily lives and experiences are shaped by these journeys: from the stations people arrive at or depart from and the trains they travel on, to the connecting spaces people pass through, and the mobile apps navigating these connections. Rail enables connections between and the integration of people within society. It supports the economy and livelihoods of local communities across the UK.

Network Rail's [Principles of Good Design](#) published in 2018 help in delivering these national objectives and guiding its ambitions, culture and projects. The principles promote a consistent standard of high-quality design across Network Rail's assets and operations, focussed on putting passengers first. The principles are:

- Identity
- Passengers

- Community focused
- Collaborative
- Inclusive
- Connected
- Contextual
- Enhancing Heritage
- Innovative

### 3. **THINKSTATION WORKSHOP PROGRAMME**

To initiate a broader exploration of the design challenge, Network Rail commissioned the Design Council to organise a programme of workshops undertaken in late 2019/early 2020 at locations across the UK, to engage with representatives from the rail industry, stakeholders, users, interest groups and design professionals. These workshops provided valuable and broad-based insights as participants shared their views on how travel and mobility are changing, together with the nature and functions that facilities will need to accommodate in the 21st Century.

The resulting *ThinkStation* workshop programme was based around and underpinned by Network Rail's [Principles of Good Design](#). The report summarising the full output from [ThinkStation](#) is available as a download from the Competition website and will also be made available to Candidates on registration. Outlined below are the principal insights arising from [ThinkStation](#) in terms of designing the next generation of 'passenger hubs':

- Support existing and new communities in their local area
- Reflect and embody local character and heritage
- Provide consistent quality of space and service
- Establish connections with and between the town centre and/or the high street
- Celebrate and improve the quality of green spaces and open spaces and/or provide access to them
- Be welcoming and facilitate inclusive travel
- Support and better integrate cross modal transport
- Help to address climate change
- Ensure longevity by accommodating changes of use, capacity and trends

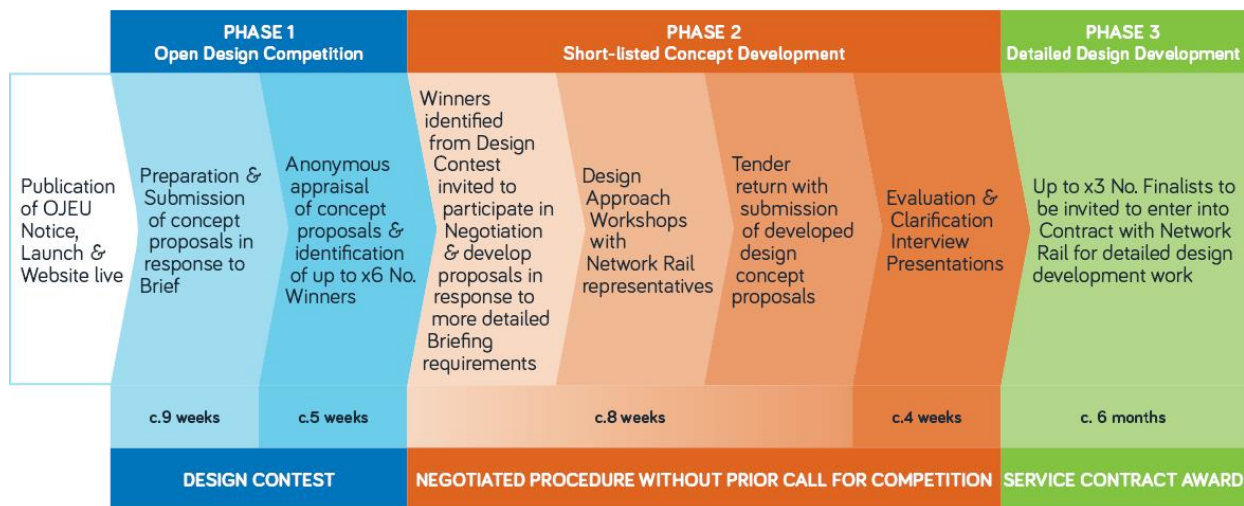
It is envisaged there will be a series of *ThinkStation* 'sequel' workshops during Phase 3 of the procurement process, where the final designs will be showcased and reviewed by stakeholders and rail users with feedback provided to the Bid Teams.

### 4 **THE DESIGN COMPETITION**

The Design Competition is open internationally to individuals, businesses and collaborative teams from the design, built environment and manufacturing industries (e.g. architects, engineers, product designers, fabricators and manufacturers etc.) - see **Section 12[a]** (Eligibility) for further details, including how students enrolled on related courses and part-qualified individuals may participate. Inter-disciplinary collaboration is encouraged, as is collaboration between individuals and organisations of different size, expertise and experience, including those in the communication and other tech transfer

sectors, even if they do not yet work in the rail industry.

The procurement process will be organised over three phases in order to encourage new thinking and the participation of small and medium sized enterprises (SMEs) and organisations without particular experience of working within the highly regulated UK rail environment, while eventually allowing for the development of a range of final design solutions that are deliverable within the rail environment:



The first anonymous Open Design Contest phase (Phase 1) will be judged by a Judging Panel on the strength of the concept proposals and response to the challenges set by the Brief. Up to six winners identified from the Open Design Contest phase will move to a negotiation stage during which they will develop their design concepts in more detail (Phase 2). During this stage the winners may augment their team with additional technical resources in order to turn a design concept proposal into an output that addresses the more prescribed technical requirements of Phase 2 and the railway environment. It is the intention that up to three Preferred Bidders will then be selected to enter into contract with Network Rail for Phase 3, the 'Developed Design' phase relating to their scheme.

The process has been structured such that Network Rail (and/or others at its discretion) may also potentially, at some point in the future, appoint the authors of the respective developed designs to undertake technical design associated with delivery of site-specific solution(s). There will however be no obligation incumbent upon Network Rail (or others) to exercise such a call-off, nor for the authors of the respective developed designs to be required to undertake site-specific technical designs at some point in the future.

For details of how to Register for the Design Contest and be provided with supporting information please refer to **Section 8**. Further details about the procurement process are provided at **Sections 7, 12 and 13**.



## 5. BACKGROUND TO COMPETITION RATIONALE AND UK RAIL STATIONS

Since the birth of the railways in Victorian Britain, railway architecture and station buildings have constituted a significant intervention in the landscape and evolving townscapes into which they were constructed. Railway pioneers such as Isambard Kingdom Brunel's work for the Great Western Railway often sought to impose a unified design vocabulary for their railway infrastructure, at a time when "pattern books" were common for everything from furniture, cast-ironwork and houses to uniforms, livery and locomotives. Enduring examples of this work persist to this day and demonstrate that it is not uncommon for station buildings to last for many generations.

Traditionally the station has been treated as a singular 'building' containing operational interfaces that primarily serve the functions of ticket revenue collection, information and sometimes refreshment. There is generally a more-or-less strict control line that separates the wider community from the platforms and the trains themselves. Stations are also symbols of and gateways to the railway network, defining the moment of arrival or departure. The many books and films with pivotal scenes on or near railway platforms are testament to the power of this symbolism.

In spite of the significant growth in railway use and passenger numbers, changes in technology offer the potential to reduce or eliminate for most passengers the primary focus of stations on information and revenue collection. This may change the role of station staff to increasingly focus on support for the needs and wellbeing of passengers across the wider station environment.

Some interesting insights are also provided in the [Tomorrow's Living Station](#) study.

### Small to Medium sized Stations on the UK National Rail Network

Of the circa 2,500 railway stations in-use across the UK National Rail network today, approximately 80% of these can be classified as either small or medium in size. This categorisation is based on the frequency of usage:

| Description (Station Category) <sup>1</sup> | Number of Stations |
|---|--------------------|
| Medium Staffed                              | 302                |
| Small Staffed                               | 675                |
| Small Unstaffed                             | 1,192              |

To highlight the range of existing station building types and the different contextual settings they occupy - primarily within suburban, semi-rural and rural areas - Network Rail commissioned a retrospective photographic study of small to medium-sized railway stations across the UK National Rail network, focussed on those constructed using various standardised approaches: [HUB - Making places for people and trains](#). Representative examples are given below (**Figure 1**), and the complete photographic study is available to download from the Competition website and will also be made available to Candidates on registration. It should be noted that the photographic study is of existing stations and is not intended to

<sup>1</sup> The Department for Transport (DfT) published a list of stations and their categories in 2009 see : <https://webarchive.nationalarchives.gov.uk/20120207194329/http://www2.dft.gov.uk/pgr/rail/passenger/stations/betterrailstations/pdf/partd.pdf>

**Figure 1:**  
Representative examples of existing small to medium sized railway stations across the UK National Rail network constructed using previous standardised approaches



Example of 1853 Brunel GWR station building  
Charlbury, Oxfordshire

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Example of 1891 restored ticket office  
Goostrey, Cheshire

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Grade II listed 1912 'Pagoda' waiting shelters &  
ticket office Denham Golf Club, Buckinghamshire

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Prototype 1946 LMS 'Unit' Station design  
being tested at Queens Park, London

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Mod-X 1959 prefabricated station building  
East Didsbury, Greater Manchester

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Example of 1968 CLASP system station building  
Aylesham, Kent

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Photography © Luke O'Donovan

Archive image of LMS 'Unit' Station design sourced from Collection David Lawrence as referenced in 'HUB - Making Places for People and Trains'.



Example of 1976 Design for the Seventies station building, Chelsfield, Greater London

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Example of 1978 Neo-vernacular Brick building University, Birmingham

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Example of 1989 'VSB-90' station, Headcorn, Kent

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Example of late 1980/early 1990's Adaptable Shelter design at Hampton Wick, Greater London

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Example of 2008 Network Rail Modular Station building, Corby, Northamptonshire

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Example of 2010 Macemain + Amstad modular prefabricated structure at Coulsdon Town, London

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suggest examples of what Network Rail require in the future.

### **Potential Renewal or Replacement of Existing Stations**

Some of the UK's 2,000 plus small to medium stations will require replacement in the short-medium term. This ongoing programme is to better meet the required needs for accessibility, and the anticipated changes in behaviour, service offerings and the environmental challenges that will be required to support rail travellers in the 21st Century along with the communities they serve.

### **Potential New Build Stations**

There are also a number of proposed or planned programmes of new build stations to accommodate the continued increase in passenger numbers, in many cases associated with proposed developments not served by existing facilities. Funding for the latter can come from a variety of different sources, including developers wishing to improve the experiential aspects of their project, and by improving site connectivity, ultimately driving up the value of a well-connected development in its community.

### **Modern Methods of Manufacture and Construction**

Given the challenging targets set out in the Government and industry's joint strategy 'Construction 2025', modern methods of manufacture and construction are seen to offer key potential in the delivery of consistent high-quality station environments.

Some of the stations in need of future replacement relate to designs dating from the 1950s, 1960s and 1970s - and as outlined in the [HUB](#) photographic study - some relate to the introduction of previous standardised designs to the network (e.g. CLASP system buildings from the 1960's).

Network Rail considers that a move towards standardised solutions for station environments could help to increase capacity, improve quality and reduce costs by moving away from bespoke products and solutions. A more standardised approach should also deliver environmental benefits and help to reduce the associated cost and time of the railway industry design approvals process.

### **Lean start, long life, loose fit**

Positively optimised design, and modern construction techniques can offer significant contributions to Network Rail's responsibility to deliver cost-effective and low-carbon solutions which perform well for the taxpayer and Network Rail's customers and staff. Fast and efficient methods of construction that enable reduced site time and parallel working to minimise operational disruption will be welcomed. Long service life with low maintenance will further help NR to reduce its overall operational expenditure, and its life-cycle energy consumption, and the choice of materials and technologies should reflect this. Stations should allow loose fit adaptability for future change.

## 6. DESIGN CONSIDERATIONS AND ASSUMPTIONS

### a. Design Considerations

Network Rail is seeking innovative approaches to re-imagine today's station and its interfaces with local communities. Unified system approaches are being sought that would be capable of being adapted to site specific conditions and contexts to enable the efficient design and delivery of new sites and replacement facilities.

Design visions should be developed to challenge preconceptions - particularly in terms of the purpose and potential nature of UK railway 'station' provision in the future - and in doing so, significantly raise expectations for the quality of future designs.

The design process should re-appraise the role of the 'station' as a building that traditionally provides information and revenue protection, supported by a limited amount of railway-facing retailing. The proposals should consider the opportunities that arise from its unique interface between the railway network and the local community. Moving to and from the final destination via buses, cycles, car parks, streets, shops, parks and playgrounds all form part of our passengers' experience. Imaginative solutions that make this an enjoyable and stress-free experience have the potential to significantly enhance the social value of our stations.

Consideration will also need to be given to moving towards a zero-carbon society, including efficiency, buildability (including potential use of modern methods of construction), embodied carbon, carbon in use, maintenance and whole-life costs. Rather than a one-size-fits-all approach, competitors will need to consider how their conceptual system could be tuned and adapted according to local circumstances, including context, the demographic being served, quantum of usage and functions to be accommodated now and in the future. Successful approaches will demonstrate how good unitised, modularised or systemised design can be deployed in different settings, with interpretational latitude allowing the built form to be translated to provide a strong relationship to place, whilst maintaining a clear familial identity that reflects Network Rail's vision as the heartbeat of the nation's transport system.

In developing their concept proposals, Competitors should embrace Network Rail's [Principles of Good Design](#) and insights arising from the [ThinkStation](#) workshop programme as well as considering the following general requirements that any 'station' provision will need to address:

- Flexibility and adaptability: to readily suit varying size, layouts (e.g. adjacent and level with railway, above the railway, below the railway in a cutting etc), functions, and context; and adaptable to changes in behaviour, future technical requirements and rapidly evolving technologies over next 50 years.
- Standardised approach: to provide efficiency in resource use, and cost effectiveness.
- Security: while some stations can be open, without ticket barriers, it should be demonstrated how your solution can provide the security required in a variety of different contexts.

- Accessibility: accessible and user-friendly to all, including meeting [Design Standards for Accessible Railway Stations](#)
- Climate emergency: to demonstrate a positive contribution to the UK's legally binding net zero emissions targets.
- Whole Life Costs: the solution is to show how the overall lifetime cost performance of the project can be optimised. This means that schemes with low capital cost which place high operational cost demands on the outcome will be unlikely to succeed.
- Whole Life Energy: Embodied vs Operational energy minimisation. The solution is to show how the overall lifetime energy performance of the project can be optimised. This means that schemes with high operational energy demands will be unlikely to succeed, while those with low embodied energy and low or net-zero operational energy demands are encouraged.
- Facilities will vary from place to place and may include shelter from the elements, places to rest, means to purchase tickets, travel information, access to digital communication networks, toilet provision, staff administrative and technical areas, and the potential for small commercial or catering facilities that improve the traveller's experience. Proposals should demonstrate how they can be flexible to suit varying local requirements and adaptable to accommodate changes over time.
- Delight: providing an enjoyable and uplifting experience for everyone including passengers, passers-by, staff, local people; providing a welcoming environment, with good wayfinding and legibility.
- Contextual: to demonstrate an ability for the solution to be able to enhance the visual quality of the surrounding environment.
- Durable: elements that are high quality, robust, and considered over the building's lifespan to weather and mature well.
- Timescale: the design will need to be realisable in the short to medium term and fit for purpose for at least the next 50 years.
- Construction, cleaning and maintenance to be facilitated with minimised disruption to train services.
- Safety critical: the railway environment is a safety critical one which is regulated to ensure the highest possible standards.
- Feedback, learning and continuous improvement of the product: competitors should show how the station can learn from itself and from its users, to improve both itself and its successors over time.

#### **b. Specific Assumptions for Phase One Design Contest**

To assist Competitors some basic assumptions should be made for the initial Phase of the competition, as illustrated schematically in the technical parameter drawings (**Figure 2**):

- The design should satisfy the constraints of a typical electrified twin-track setting on the UK rail network.
- Track operational area: proposals must not encroach on the 'operational tunnel' comprising the track, overhead lines and trackside edge of platform.
- An indicative typical 'station' area is illustrated for information, based on the average of existing stations, but is not intended to be a definitive requirement.
- Access over the tracks between platforms is generally provided by footbridges and lifts, based on Network Rail's standard designs, and is not a required component of this design challenge although may be included or referenced.



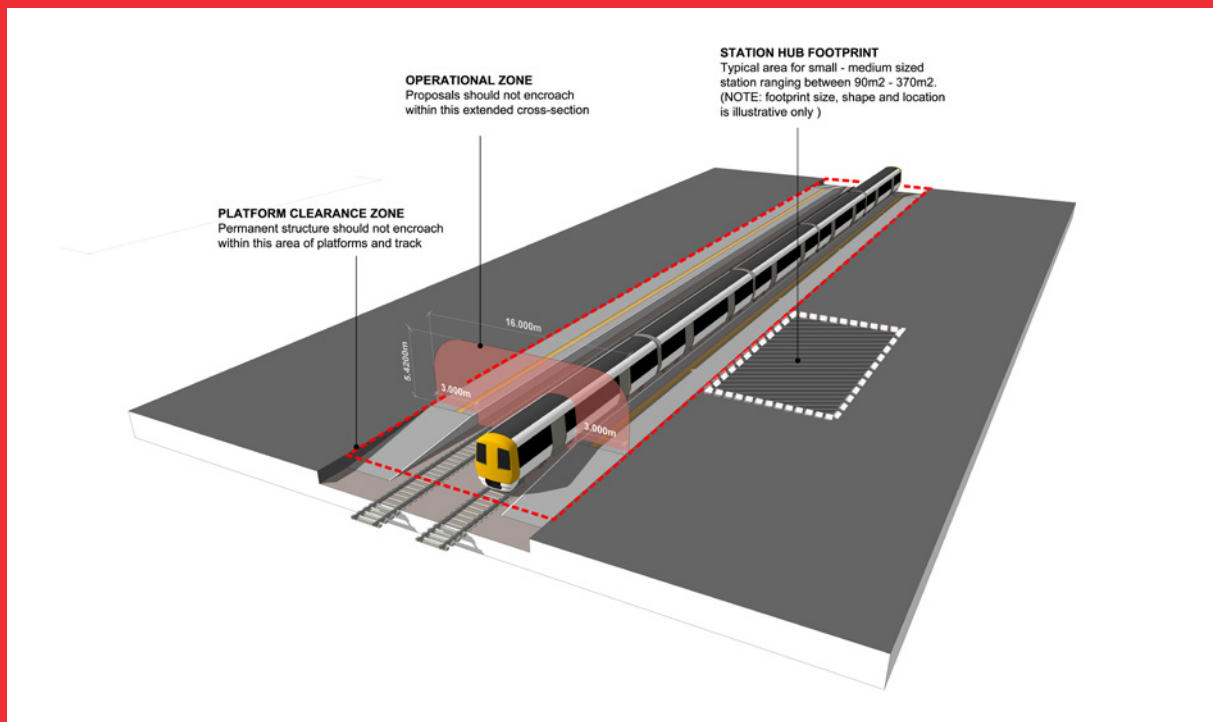


Figure 2a:  
Sketch summarising 'operational zone' and typical small-medium station footprint

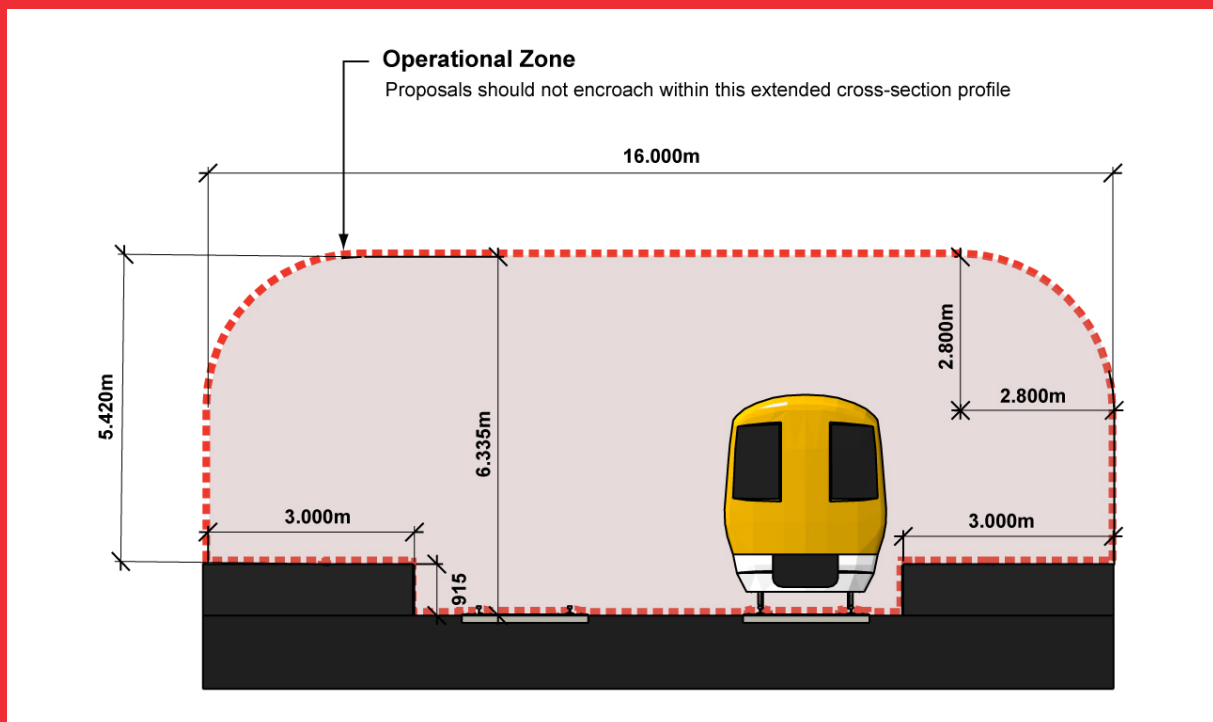
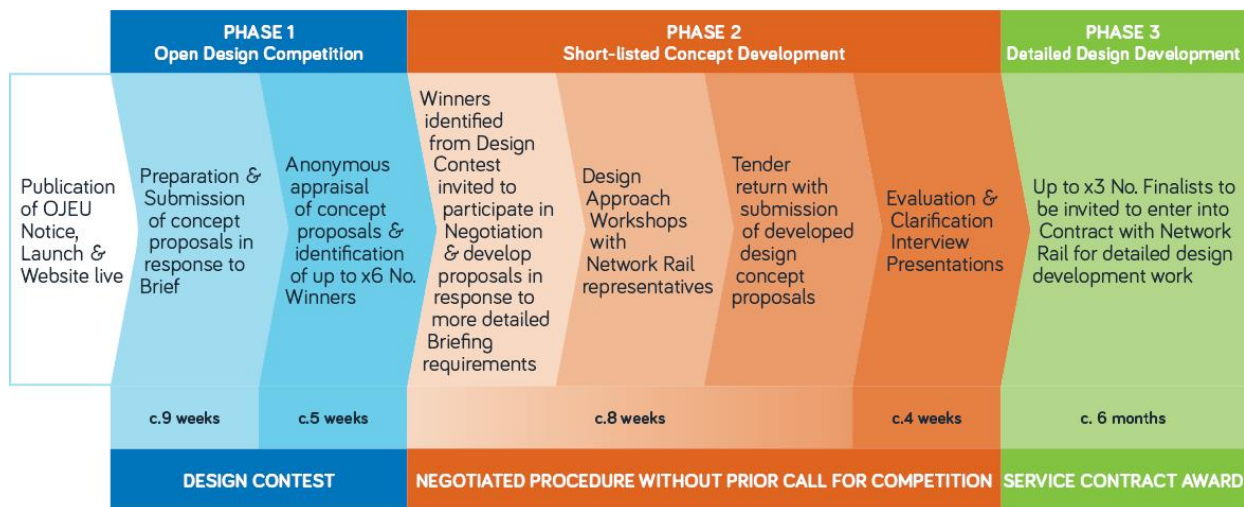


Figure 2b:  
Sketch summarising 'operational zone'



## 7. OVERVIEW OF THE PROCUREMENT PROCESS

The procurement process is being procured by Network Rail in accordance with the requirements of The Utilities Contracts Regulations 2016 (UCR16), and will be organised over three phases:



### Phase One: Design Contest (Open Design Competition)

The first phase will be organised in accordance with the requirements of the Design Contest Notice as set-out within Regulations 94 to 97 of UCR16. This will involve anonymous submission of concept proposals in response to the design challenge, constraints, opportunities and requirements outlined within this document. The submissions will be appraised anonymously by a Judging Panel, leading to the selection of up to Six Winners, whose authors will be invited to proceed to the second phase of the procurement.

### Phase Two: Negotiated Procedure without Prior Call for Competition

(Shortlisted Concept Development)

Anonymity will be lifted at the second phase, with the Winners identified from the Design Contest invited to develop their design concepts in response to more detailed Briefing requirements, including general and scheme-specific feedback on Phase 1 submitted material. It should be noted that winners will be permitted to form Bid Teams and reach out to additional resources to support them during this more technical phase. The continued involvement of the individual or organisation that participated in the Design Contest submission during Phase 1 will however be a required prerequisite and a Lead Consultant will need to be identified that will be expected to co-ordinate the work of the Bid Team. The second phase of the procurement will be organised in accordance with the requirements of 'Use of the Negotiated Procedure without Prior Call for Competition', as per Regulation 50 of UCR16.

As the design progresses, greater consideration will need to be given to the heavily conditioned railway environment, the construction zone and methodology, railway possessions etc. Winners (Bid Teams) from the Design Contest phase will need to demonstrate their ability to deliver the project requirements, seeking appropriate advice and supplementary resource accordingly to develop the concept proposals to address the multi-faceted nature of the design challenge and more prescribed technical requirements of this phase.

It is anticipated that Participants will be required to meet with representatives from Network Rail's Built Environment team on two separate occasions - a group briefing session at the start of the design development phase and at an individual design approach workshop. Subject to the on-going travel and social distancing restrictions associated with the Coronavirus pandemic being lifted, the preference will be for physical meetings to take place, which will be held in London. However, should this prove not to be possible, virtual meetings and clarification interview presentations will be held.

Bid Teams will be required to submit developed proposals based on the solutions presented and specified during the negotiation. As part of the Phase 2 submission material, the Lead Consultant from each Bid Team will need to confirm their capability of satisfying Network Rail's requirements in respect of health and safety, financial standing, BIM capability, levels of insurance protection cover etc.

The procurement will conclude with Bid Teams being invited to attend a clarification interview to present their proposals and answer questions from the Evaluation Panel. The presentations are scheduled to take place in London (subject to lifting of travel and social distancing restrictions noted above) in early 2021.

Honoraria payments (as set out in **Section 13.h**) will be paid to each Bid Team that participates in the Negotiated Procedure phase.

### **Phase Three: Service Contract Award** (Developed Design)

It is anticipated that up to Three Preferred Bidders will be invited to enter into a Service Contract with Network Rail to further develop their non-site specific design proposals in more detail.

The process has been structured such that Network Rail (and/or others at its discretion) may also potentially, at some point in the future, appoint the authors of the respective developed designs to undertake technical design associated with delivery of site-specific solution(s). There will however be no obligation incumbent upon Network Rail (or others) to exercise such a call-off, nor for the authors of the respective developed designs to be required to undertake site-specific technical designs at some point in the future.

Please refer to **Sections 12** through **14** of the Conditions of Participation for further details regarding the procurement process.

## **8. REGISTRATION AND SUPPORTING INFORMATION**

Competitors may only submit an entry to the Design Contest phase if they are officially registered through RIBA Competitions and in possession of a Unique Registration Number [URN], available by completing the on-line request form available at:

<http://ribacompetitions.com/reimaginingrailwaystations/registration.html>

Registered Candidates will be issued with the following information within one working day of submitting the on-line request form:

- The Unique Registration Number (**NR#**) to be used on each element of the submission to maintain anonymity
- Editable version of Declaration of Authorship form
- 'HUB – Making places for people and trains' – A Photographic study of representative small to medium sized railway stations on the UK National Rail network (PDF format)
- Document summarising output from the Design Council's ThinkStation workshop programme (PDF format)
- Summary of requirements that the Lead Consultant from each Bid Team will need to satisfy in order to ultimately enter into a Service Contract with Network Rail
- Draft Terms of Appointment for the Service Contract

All future correspondence, including Clarification Memoranda and a unique link to RIBA Competitions' digital submission portal [RIBA Submit] will be sent to the e-mail address used at the time of the on-line registration. On-line registrations will close at **17.00hrs (BST)** on **Friday 11 September 2020**. Please refer to the Conditions of Participation for full details regarding anonymity, submission requirements and deadline for receipt of entries.

**CONDITIONS OF PARTICIPATION**

| DEFINITIONS  |   |
|--|---|
| <b>‘Candidate’<br/>‘Competitor’</b>                            | refers to the individual, or collaborative design team who respectively intends to submit, or goes onto submit a set of design concept proposals to the Design Contest  |
| <b>‘Design Contest’</b>  | refers to the procedure and rules governing Design Contests as set out within Regulation 94 to 97 of The Utilities Contracts Regulations 2016   |
| <b>‘DfT’</b>   | Department for Transport  |
| <b>‘Information Provided’</b>                                  | means all information disclosed to Candidates by Network Rail, its Advisers and RIBA Competitions in order for them to prepare their design concept proposals   |
| <b>‘NR’</b>  | means Network Rail  |
| <b>‘Participant’<br/>‘Bidder’<br/>‘Bid Team’</b>               | The Winners identified from the Design Contest invited to participate in the subsequent procurement, this being the Negotiated Procedure without Prior Call for Competition   |
| <b>‘Preferred Bidders’<br/>‘Preferred Bidder(s)’</b>           | The Preferred Bidders, or Bidder identified from the Negotiated Procedure without Prior Call for Competition who will be invited to enter into a Contract with Network Rail to undertake further design development work (‘Developed Design’)   |
| <b>Negotiated Procedure without Prior Call for Competition</b> | refers to the procedure set out within Regulation 50 of The Utilities Contracts Regulations 2016  |
| <b>ITT</b>   | means Invitation to Tender  |
| <b>‘Service Contract Award’<br/>‘Contract Award’</b>           | means the Post-Competition appointment of Preferred Bidder(s) that are invited to enter into a Contract with Network Rail to undertake ‘Developed Design’ relating to their scheme proposals. It is anticipated that the Lead Consultant organisation from the preferred Bidder(s) will be appointed via the indicative Network Rail Framework Agreement for Construction Services [Network Rail 3 (MT) Special] as made available to Candidates. |
| <b>UCR16</b>   | means The Utilities Contracts Regulations 2016  |
| <b>URN</b>   | means the Unique Registration Number issued to Candidates by RIBA Competitions on completion and submission of the on-line Request form   |
| <b>BIM</b>   | Building Information Modelling as per PAS 1192  |
| <b>DIA</b>   | Diversity Impact Assessment see <a href="https://www.networkrail.co.uk/who-we-are/diversity-and-inclusion/access-and-inclusion/inclusive-design/diversity-impact-assessments/">https://www.networkrail.co.uk/who-we-are/diversity-and-inclusion/access-and-inclusion/inclusive-design/diversity-impact-assessments/</a> .   |
| <b>OJEU</b>  | Official Journal of the European Union  |



## **9. DESIGN CONTEST SPONSOR AND CONTRACTING AUTHORITY**

The Design Contest Sponsor and Contracting Authority is Network Rail Infrastructure Ltd.

## **10. ORGANISATION AND ENQUIRIES**

RIBA Competitions are assisting Network Rail with the management and administration of the Design Contest and subsequent procurement process. RIBA Competitions involvement will end with the identification of the Preferred Bid Team(s) to be invited to enter into a Service Contract with Network Rail to undertake detailed design development work.

Representatives from Network Rail, the RIBA Architect Adviser or any other members of the Adjudication Panels should not be solicited for information as this may lead to disqualification from the process. All queries relating to the competition should be directed in the first instance to:

RIBA Competitions

No. 1 Aire Street

Leeds

LS1 4PR

+ +44 (0) 113 203 1490

[riba.competitions@riba.org](mailto:riba.competitions@riba.org)

Please refer to **Section 12[b]** for the means and deadline for raising formal clarification queries.

## 11. PROCUREMENT PROGRAMME

The anticipated procurement programme, which may be subject to variation, is as follows:

| MILESTONE  |  | WEEKS<br>FROM<br>LAUNCH |
|--|--|-------------------------|
| <b>Design Contest [Open Design Competition]</b>  |  |                         |
| Notice submitted for publication in OJEU,<br>Launch of Design Contest & Registration opens | Mon. 13 July 2020<br>Tues. 14 July 2020    | Week 0                  |
| Deadline to raise Questions on the Design Contest<br>Brief                                 | Tues. 04 Aug. 2020                         | Week 3                  |
| Issue of Memorandum in response to Questions   | Tues. 18 Aug. 2020                         | Week 5                  |
| Deadline to apply for Unique Registration Number   | Fri. 11 Sept. 2020                         | Week 8                  |
| Deadline for receipt of design submissions   | Tues. 15 Sept. 2020                        | Week 9                  |
| Evaluation of design submissions commences   | Thurs. 17 Sept. 2020 onwards               |                         |
| Adjudication Panel meetings  | Wed. 30 Sept. to Fri 02 Oct. 2020<br>(Tbc) | Week 11                 |
| Notification to Winners and Unsuccessful<br>Competitors                                    | W/c Mon. 19 Oct. 2020                      | Week 14                 |

|  |  |         |
|--|--|---------|
| <b>Competitive Procedure without Prior Call for Competition [Shortlisted Concept Development]</b>  |  |         |
| Issue of Invitations to Winners identified from the<br>Design Contest, together with design development<br>requirements and feedback on proposals<br>submitted to the Design Contest phase | W/c Mon. 19 Oct. 2020                    | Week 14 |
| Group briefing session   | Fri. 23 Oct. 2020                        |         |
| Individual design approach workshops meetings  | Wed. 11 and Thurs. 12 Nov. 2020<br>(Tbc) | Week 17 |
| Latest date to submit general clarification queries  | Thurs. 19 Nov. 2020                      | Week 18 |
| Memorandum issued in response to general<br>queries  | Tues. 01 Dec. 2020                       | Week 20 |
| Deadline for submission of developed design<br>proposals   | Thurs. 17 Dec. 2020                      | Week 22 |
| Commencement of Evaluation   | Fri. 18 Dec. 2020                        |         |
| Clarification Interview Presentations  | W/c Mon. 11 Jan. 2021 (Tbc)              | Week 26 |
| Issue of Intention to Award Contract(s),<br>Commencement of 10-day Standstill  | (Tbc)                                    |         |
| Confirmation of Contract Award(s)  | (Tbc)                                    |         |
| Public Announcement of Result  | (Tbc)                                    |         |
| Commencement of Service Contract Award for<br>'Developed Design'   | (Tbc)                                    |         |



The above Timetable is indicative only and Network Rail reserves the right to amend the programme or extend any period at its discretion. Registered Competitors will be notified by RIBA Competitions of any changes made to the programme.

## 12. PHASE ONE: DESIGN CONTEST [OPEN DESIGN COMPETITION]

### a. Eligibility

The Design Contest is open internationally to individuals, businesses and collaborative teams from the design, built environment and manufacturing industries (e.g. architects, engineers, product designers, fabricators and manufacturers etc.). As per **Section 4** (The Design Competition), inter-disciplinary collaboration is encouraged, as is collaboration between individuals and organisations of different size, expertise and experience.

Network Rail is committed to promoting a diverse and inclusive community. Entrants will not be excluded on the grounds of sex, gender reassignment, pregnancy, maternity, race, marital status, disability, age, religion, belief or sexual orientation.

Individual candidates or at least one member of a collaborative team must hold a recognised qualification appropriate to the design specialism and/or be fully qualified members of a professional body and/or registered with an appropriate regulatory authority.

Students enrolled on related courses at a recognised higher education establishment and/or part-qualified individuals undertaking a work placement associated with their studies may also participate as part of a collaborative team containing a fully qualified member of a professional body and/or registered with an appropriate regulatory authority.

Candidates should bear in mind the output requirements of both the Design Contest phase, and subsequent procurement phases. The latter will require Invited Bidders to demonstrate their commercial ability to deliver the project requirements, seeking appropriate advice and supplementary resource accordingly to develop the concept proposals to address the multi-faceted nature of the design challenge, and more prescribed technical requirements of the phase. The continued involvement of the individual or organisation that participated in the Design Contest submission will however be a prerequisite.

The following parties are excluded from participating in the Competition and may not compete or assist a Competitor in any way:

- Members of the Judging Panel, anyone employed by the Promoter, their Advisers, or any third party who is connected to or supporting the procurement process;
- Anyone who is closely related or has any kind of dependence, or close professional relationship to a member of the Judging Panel, their Advisers, or any third party connected to or supporting the selection process.

## b. Clarification Questions

Questions relating to the Design Contest Brief and Conditions of Participation should be submitted to RIBA Competitions before close of business on **Tuesday 04 August 2020** (17.00hrs BST) referencing *Network Rail Station Design Competition* in the Subject header line, with the body of the text clearly identifying to which section of the Brief the question relates. The intention will be to make advice arising from queries received available to all Candidates (where doing so is in the interest of maintaining transparency and fairness in the procedure and would not constitute a breach of confidentiality).

An explanatory Memorandum in response to all questions raised will be circulated to all registered Candidates after **Tuesday 18 August 2020**. This Memorandum will form part of the Design Contest Brief. Oral questions will not be accepted.

## c. Design Contest Judging Panel members

The Judging Panel [which may be subject to change] for the Phase 1 Design Contest is expected to comprise:

| NAME  | AFFILIATION   |
|---|---|
| Lucy Musgrave Hon FRIBA OBE                         | Founding Director of Publica<br>[acting as the Judging Panel Chair]                 |
| Jonathan McDowell RIBA FRSA                         | Director, Matter Architecture<br>[acting as the RIBA Architect Adviser]             |
| Chris Wise FEng FICE FStructE RDI<br>Hon FRIBA FRSA | Senior Director, Expedition Engineering<br>[acting as the External Expert Engineer] |
| Dinah Casson Hon FRIBA RDI CBE                      | Consultant Designer   |
| Victoria Lee FRSA                                   | Lead Programme Manager [Infrastructure], Design Council                             |
| Paul Beaty-Pownall RIBA                             | Managing Director, BPR Architects Ltd.  |
| Sahar Fikouhi                                       | Founder, ARki   |
| Anthony Dewar FICE FRSA                             | Professional Head Buildings and Architecture, Network Rail                          |
| Frank Anatole RIBA FRSA                             | Principal Architect, Network Rail   |
| Ian Grimes MCIOB                                    | Principal Engineer, Network Rail  |

A representative from RIBA Competitions will attend all assessments to document the selection process and provide procedural support.

The Judging Panel will, subject to later amendment, be provided with advisory assistance from Network Rail representatives and/or consultants employed by them.

In the event of a Judging Panel member being unable to continue to act through illness or any other cause, Network Rail, in consultation with RIBA Competitions, reserves the right to appoint an alternative Panel member.



**d. Anonymity - Unique Registration Number and Declaration of Authorship Form**

Submissions to the Design Contest will be judged anonymously, via use of the **Unique Registration Number [NR#]** and **Declaration of Authorship** form issued following on-line Registration. The URN should be prominently displayed on each element of the design submission and in the digital file names, as per the Submission Requirements (**Section 12.f**).

Any submission that has identifying marks [including logos, text, insignia, or images that could be used to identify the submission's authors] will be automatically disqualified.

The submission must be accompanied by the **Declaration of Authorship** form which should be duly completed with the URN entered in the box provided. Each Competitor must be able to satisfy the Competition organisers that the submitted design is an original piece of work [prepared for the express purposes of the Design Contest], and that he/she is the bona fide author of the design proposals he/she has submitted.

Submission of the Declaration of Authorship form acknowledges authorship of the design ideas, and by signing it, Competitors accept all conditions pertaining to the competition and agree to abide by the decision of the Judging Panel. The practice name, company details or individuals stated on the Declaration of Authorship form will be used in all press releases so please ensure the accuracy of the information provided.

Candidates should confirm on the Declaration of Authorship form that, should they be unsuccessful, whether they would be content for their particulars to be made available to the Winners in the event that any such party requires additional resource to develop their design concepts to satisfy Network Rail's requirements, including working within the regulated UK railway environment. It is anticipated that an on-line gallery resource of publicity images will be uploaded to the Competition web site on conclusion of the Design Contest and/or subsequent procurement process. Any Competitor who does not wish to be identified as the author of a scheme on the web gallery should indicate accordingly on the submitted Declaration of Authorship form.

**e. Disqualification**

Submissions shall be excluded from the Design Contest:

- If a Competitor shall disclose his or her identity, or improperly attempts to influence the decision;
- If received after the latest time stated under **Section 12[g]** Submission Method;
- If, in the opinion of the Judging Panel, it does not constitute a substantive return, or fulfil the requirements of the Design Contest Brief;
- If any of the requirements of the Design Contest Brief and Conditions of Participation are disregarded.

**f. Design Contest Submission Requirements**

There are three elements to the digital anonymous design submission, each of which should bear the Unique Registration Number [URN] only.

**[i] A2 Design Sheets**

At the Design Contest concept phase, Competitors are required to prepare schematic proposals in

response to the challenges set-out in the Brief.

Submissions should take the form of 2 No. A2 digital sheets, but the layout should be presented such that it can be readily viewed on-screen and also be legible when printed at A3 size. The A2 sheets should be prepared in landscape format with the Unique Registration Number prominently displayed in the top right-hand corner, together with the sheet number (1 of 2 etc.). The sheets should be illustrated in a clear and succinct manner to enable Panel members to readily understand the approach and design drivers behind the proposals. The A2 sheets should include:

- a) An outline of the broad design vision and concept and how the philosophy could be plausibly developed to encompass any of c.2,000 small to medium station sites on the UK National Rail network. The design philosophy, and the range of solutions arising, should therefore be potentially applicable and aesthetically sympathetic to a range of circumstances and contexts, including both new build and adaptation of existing stations. Concept sketches or other annotated drawings should be presented accordingly to illustrate the proposed approach and design principles, with a brief (max. 300 words) accompanying narrative included on the A2 sheets.
- b) Visualisations depicting the manifestation and effectiveness of the design vision in a variety of contexts and situations. The material presented should include:
  - 3D visualisations
  - Plans (with scale indicated) showing the general layout and access arrangements
  - Cross-sections/elevations depicting proposed structural configuration and consideration of the technical constraints
  - Strategic proposals for major structural elements, proposed elevational treatments, services, main repeatable components and palette of materials and finishes.

The digital A2 sheets should be presented in landscape format, as a single PDF file of <25Mb. The file name should consist of the URN and item description, for example:

- URN#\_A2 sheets.pdf

### **[ii] Publicity Images**

Up to 3 No. images should be provided for potential future media-use purposes, which may include an on-line gallery of all competition entries and/or a physical exhibition of selected submissions. The images should be representative of the ideas proposed and be readily identifiable as such - one of the images should be the 3D visualisation depicting the overall proposed built form. Applicants should bear in mind that plans do not necessarily reproduce well in the printed media and/or on-line.

Each publicity image should be submitted in JPEG format with high (300dpi) and low (72dpi) resolution versions of each image. The file name should consist of the URN and item description, for example:

- URN#\_Publicity Image1\_LowRes.jpg
- URN#\_Publicity Image1\_HighRes.jpg

**[iii] Declaration of Authorship form**

A PDF version of the duly completed Declaration of Authorship form, with the file name to consist of the URN and item description:

- URN#\_Declaration Form.pdf

**g. Submission Method**

Deadline for Return: **14.00hrs (BST), Tuesday 15 September 2020.**

Items **12[f][i]** to **12[f][iii]** of the submission requirements must be submitted via RIBA Competitions' digital submission portal [RIBASubmit]. All required elements of the submission must be received by the stated deadline. A unique link for this purpose will have been e-mailed to the contact address provided at the time of registration. Candidates are strongly advised to familiarise themselves with the submission portal and allow sufficient time for their entry to successfully upload prior to the submission deadline. RIBA Competitions and Network Rail will not be responsible for any files that are delayed, lost or otherwise damaged or corrupted during transmission, however so caused. The portal will not accept any material to upload once the submission deadline has expired.

## h. Design Contest Evaluation Criteria and Methodology

The proposals submitted to the Design Contest will be assessed against the following criteria and respective weightings:

|     | CRITERION  | WEIGHTING |
|-----|--|-----------|
| i   | Overall quality, creativity, innovation, and resonance of response to: <ul style="list-style-type: none"> <li>The opportunities and challenges set by the Brief to re-imagine the station as the interface between communities and the UK rail system in the 21<sup>st</sup> Century</li> <li>Network Rail's Principles of Good Design</li> <li>ThinkStation findings</li> </ul> | 60%       |
| ii  | Potential of the response to be developed into systems to enable efficient design and delivery of replacement facilities at sites already occupied by small to medium sized stations as well as those not served by an existing facility   | 30%       |
| iii | Clear communication of ideas to explain the ethos and drivers behind the proposals   | 10%       |

The Judging Panel will use the scoring approach outlined below to evaluate each design submission against the Evaluation Criteria.

| Score        | Definition   | Benchmark  |
|--------------|--|--|
| 10           | Excellent response to question   | In the opinion of the evaluators, the Competitor's response or information provided is exceptional or exemplary in relation to the project and the criterion being scored.                                   |
| 8-9          | Very Good response to question   | In the opinion of the evaluators, the Competitor's response or information provided addresses all requirements and exceeds the normal expectation in relation to the project and the criterion being scored. |
| 6-7          | Good response to question  | In the opinion of the evaluators, the Competitor's response or information provided is acceptable and meets the normal requirement/expectation in respect of the project and the criterion being scored.     |
| 4-5          | Sub-optimal response to question   | In the opinion of the evaluators, the Competitor's response or information provided falls below the normal requirement/expectation in respect of the project and the criterion being scored.                 |
| 2-3          | Poor response to question  | In the opinion of the evaluators, the Competitor's response or information provided does not adequately address the stated requirement/expectation in respect of the project and the criterion being scored. |
| 1            | Deficient  | The Competitor fails to provide a response or provides information which in the opinion of the evaluators provides insufficient detail for evaluation, and/or does not address the requirements.             |
| 0            | Not answered   |  |
| <b>Notes</b> |  |  |
| i            | Panel members will undertake an initial review of the submitted Design Proposals, prior to a moderation meeting being held to collectively review the submissions and agree the scores to be awarded against each criterion. |  |
| ii           | The overall score achieved and consensus score for each scoring criteria will be released to each Competitor upon conclusion of the Design Contest. Additional feedback will only be provided upon request.                  |  |

**i. Announcement of Design Contest Winners and Publicity**

On conclusion of the Design Contest, anonymity will be lifted and the authors of the Winning design proposals (up to Six) identified. A public announcement of the result will be announced after notification has been given to all participating Competitors. Please note that any requests for feedback should be submitted to RIBA Competitions within one calendar month of the result being announced.

Candidates and participating Bid Teams will be required to maintain confidentiality throughout the procurement process and not identify themselves; the names of short-listed participants; or the names of successful or unsuccessful bidders; or release any design proposal images etc. to any third parties or media outlets until after an official announcement has been made, and/or any related embargoes/mandatory standstill periods have elapsed. In this context this includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

Network Rail and RIBA Competitions reserve the right to publicise the Competition, any design submission, and the result in any way or medium they consider fit. Illustrations of any design - either separately, or together with other designs, with or without explanatory text - may be used without cost. This may potentially include a future on-line gallery of all competition entries and/or a physical exhibition of selected submissions such as those identified for further design development and/or the subject of the subsequent Contract Award(s).

Once anonymity has been lifted, authors will be credited and recognised in all associated media and publicity.



### **13. PHASE TWO: NEGOTIATED PROCEDURE WITHOUT PRIOR CALL FOR COMPETITION [Shortlisted Concept Development]**

The Negotiation phase will require the Winners identified from the Design Contest to develop their design concepts in response to general and scheme-specific feedback and a more prescribed set of technical requirements that are expected to include due consideration of construction methodology, future delivery and working within the regulated UK rail environment. It is anticipated that design concepts will need to be developed to the equivalent of RIBA Work Stage 2 with advice sought accordingly from consultants from other design disciplines where appropriate.

#### **a. Process**

At the start of the negotiation phase short-listed Participants will be invited to attend a 'physical' or 'virtual' group briefing session with key Network Rail representatives and their appointed advisers, which may also provide attendees with the opportunity to visit a representative existing small to medium-sized railway station (subject to the on-going travel and social distancing restrictions associated with the Coronavirus pandemic being lifted). It is anticipated that the negotiation will be limited to a defined period as per the procurement programme outlined in **Section 11** and will be principally restricted to design-related considerations. Bid Teams will, however, be invited to comment on the draft Terms of Appointment for the Services Contract. Participants will be given the opportunity to individually meet with Network Rail project team representatives (and/or their appointed advisers) on one further occasion, these being the workshops referred to below. These workshops will be confidential to individual Participants, with the exception of any general clarifications where circulating advice arising from queries will be in the interest of maintaining transparency and fairness in the procedure and would not constitute a breach of commercial confidentiality.

Although not currently the intention, Network Rail will reserve the right to successively reduce the number of solutions to be discussed via the application of the appropriate Award Criteria.

#### **b. Design Approach Workshops**

Each short-listed Participant will have the opportunity to individually meet with Network Rail project team representatives (and/or their appointed advisers) on a further separate occasion to participate in a Design Approach Workshop. Subject to the lifting of travel and social distancing restrictions associated with the Coronavirus pandemic, the preference will be for 'physical' meetings to take place in London. However, should this prove not to be possible, 'virtual' workshop meetings will be held.

Participants will be required to make a presentation on their progress to date but will be free to structure the workshop as they see fit to enable them to get the best out of the session and raise briefing and design questions. Network Rail will not in this context be evaluating Participant's emerging design proposals and accordingly they should not feel constrained in terms of exploring solutions with the Network Rail project team. Network Rail does, however, intend to take into account as part of the overall evaluation how the Participant's team interact with each other and how they interact with the Network Rail project team.

### **c. Phase Two return**

Participants will be required to submit developed proposals based on the solutions presented and specified during the negotiation, together with a Pricing Schedule. It is anticipated that this will take the form of submission of the following material:

#### **[i] Phase 2 Design Submission**

The design submission will outline the Participant's developed design approach including its understanding of Network Rail's requirements.

**Three A1 Design Boards** illustrating the developed design concept. Detailed requirements will be confirmed after Phase 1.

**Design Report**, limited to 15 single-sided pages, to expand on the material presented on the A1 boards with explanatory sketches and drawings and including:

- Outline of proposed team structure, respective roles and responsibilities and key personnel that would be involved in developing the detailed design proposals, together with method of proposed working and engagement with Network Rail and its stakeholders
- Description of the design approach outlining how it addresses the outline brief and project aspirations.
- An outline of the proposed structural strategy and its integration with building services.
- Outline specification of materials, with a brief description of key components, proposed palette of materials, finishes and the reasons for selection.

#### **[ii] Pricing Schedule and other Documentation**

Bid Teams will be required to submit:

- A resource schedule identifying core members of the proposed design team and the allocation of graded resources in respect of the project across all design disciplines. This should be commensurate with the anticipated £250,000 (maximum) Contract Sum for the 'Developed Design' phase. Network Rail will reserve the right to exclude any short-listed Bidder from further consideration who proposes a Fee in excess of the maximum identified Fee cap as part of the Tender return.
- A breakdown of hourly rates for core members of the proposed design team and all other graded resources.

#### **[iii] Statement on Capex and Opex Costs and Appraisal of Headline Budget**

A Statement on Costs and Appraisal of Headline Budget to demonstrate the proposals potential capability of being delivered within an identified construction budget will be required. As such the importance of expertise necessary to develop these robust costings for a railway environment is highlighted.

### **d. Clarification Interview Presentations**

Bid Teams will be invited to present their proposals to the Evaluation Panel at a clarification interview. The purpose of the interviews will be to provide Bid Teams with an opportunity to explain their proposals as tendered, and to enable Panel members to seek clarification on any issues that are un-clear from their initial appraisal of the submission return. The presentations will be held in London in early 2021, with the preference for 'physical' presentations subject to the lifting of travel and social distancing restrictions

associated with the Coronavirus pandemic. However, should this prove not to be possible, 'virtual' clarification interview presentations will be held.

#### **e. Award Criteria**

The aim of the procurement is for Network Rail to select up to x3No. Preferred Bidders on the basis of design, value and potential future deliverability. Further details of the Award Criteria will be included in the Phase 2 documentation issued to Short-listed Participants but are expected to comprise:

|   | <b>AWARD CRITERIA</b>   | <b>INDICATIVE WEIGHTING</b> |
|---|---|-----------------------------|
| 1 | Response to feedback, refinement and development of the philosophy submitted to the Design Contest  | 20%                         |
| 2 | Quality, distinction and potential realisation of the emerging system, with a clear balance of creativity versus pragmatism, to ensure future commercial viability of the proposed approach.        | 20%                         |
| 3 | Satisfaction of technical requirements and understanding of expectations, particularly of working within the regulated UK railway environment   | 20%                         |
| 4 | Proposed team structure and ability to work in partnership with Network Rail as demonstrated through the overall approach, mid-term workshop and presentation at interview                          | 20%                         |
| 5 | Capacity to manage and deliver the project within budget and to programme, including demonstration of a sufficient level of resourcing to deliver the quality and scope of design services required | 20%                         |

#### **f. Publicity**

As for the Design Contest, Network Rail and RIBA Competitions reserve the right to publicise the project, any design submission, and the result in any way or medium they consider fit.

#### **g. Evaluation Panel**

The Panel that will evaluate the Phase 2 Returns is expected to consist of senior representation from Network Rail, together with representatives from the built environment and/or rail sector and a sub-set of the Phase 1 Technical Advisers. It is anticipated that the Panel will be named prior to the commencement of Phase 2.

A representative from RIBA Competitions will not score but will attend the clarification interview meetings to document the selection process and provide procedural support.

The Evaluation Panel will be provided with advisory assistance from Network Rail representatives, and/or other consultants employed by them. In the event of a Panel member being unable to continue to act through illness or any other cause, Network Rail, in consultation with RIBA Competitions, reserves the right to appoint an alternative Panel member.

#### **h. Honoraria**

Each Participant invited to submit a Final Tender at the end of Phase 2 and who submits a bona fide Final Tender and provides a clarification interview presentation will receive an honorarium payment of GBP £20,000 (+VAT). However, in the event that Network Rail carries out deselection during the negotiation phase, Participants who participated in the interim design workshops in Phase 2 but were not invited to submit a Final Tender will receive an honorarium of GBP £5,000 (+VAT).

Honorarium payments will be paid to the Lead Consultant firm from each multi-disciplinary design team. Network Rail will undertake to make the honorarium payments within 30 calendar days of the clarification interview presentations (or issue of notification letters in the case of Participants not invited to submit a final tender) and on submission of an Invoice to RIBA Competitions. No payments will be made in respect of the Design Contest phase.

#### **i. Copyright**

The ownership of Copyright in the work of all Competitors will by default remain with the Competitor or other author of the work, as per the Copyright, Designs and Patents Act 1988.

It is a condition of participation that Participants agree that Network Rail will have a royalty free irrevocable licence (to include the right to confer reasonably necessary sub-licences) to use the design outputs of Phase 1 and Phase 2 for the purpose of developing, illustrating and promoting this competitive process and for including in illustrative record material. Such licence does not extend to use to deliver a built or fabricated project.

The intention is that design outputs from Phase 3 (see **Section 14 below**) will form part of a future 'Plan/Pattern Book' catalogue of 'station' designs, whose implementation will be available for use by others (e.g. Developers, Design and Build Contractors etc.) including the ability to make changes to such designs. As part of the Service Contract Award at Phase 3, the Preferred Bidders so appointed will therefore be required to grant Network Rail a royalty free, non-exclusive license to use the proposals arising from the detailed design development both with and without further input of the authors of the designs.

Candidates should refer to the document outlining the full requirements that the Lead Consultant firm each Bid Team will need to satisfy in order to be able enter into Contract with Network Rail in **Appendix 2**.

#### **14. PHASE 3: SINGLE SUPPLIER FRAMEWORK AGREEMENT, APPOINTMENT AND ‘DEVELOPED DESIGN’**

On conclusion of the Negotiated Procedure without Prior Call for Competition, it is Network Rail's intention to invite up to x3No. Preferred Bidders to enter into a Single Supplier Framework Agreement (indicative agreement provided in **Appendix 2**) and produce ‘Developed Designs’ which are non-site specific, standardised design solutions to a level of detail equivalent to RIBA Work Stage 4 (indicative technical workscope is provided in **Appendix 3**). A fee of up to £250,000 is available for Phase 3 subject to negotiation of scope of services at Phase 2 subject to negotiation, with payments to be made against agreed milestone targets to deliver the Scope of Services.

As part of the Contract Award, the right will be reserved for potential future call-off by Network Rail, or by others **at its discretion**, to produce ‘Technical Designs’ which are site specific solutions equivalent to RIBA Work Stage 5 (an indicative technical workscope is provided in **Appendix 4**).

Network Rail will however reserve the right to proceed with a lesser number of Preferred Bidders, or not to proceed with the Procurement in the event that the schemes developed during Phase Two are not adjudged to meet the requirements and aspirations set for the project. However, Honorarium payments as indicated will be awarded.

On appointment, the organisation leading each of the Preferred Bidders will be required to act in the role of Lead Consultant for the project. Network Rail intends to enter into a single contract with each of the (up to) x3No. Lead Consultant firms, who will be responsible for ensuring that contracts with their sub-consultants are aligned with the Network Rail contract.

Each Preferred Bid Team will be required to include provision of an organisation or individual with sufficient knowledge, experience and ability to perform the role of Principal Designer with responsibility for co-ordination of Health and Safety during the pre-construction phase as per the Construction (Design and Management) Regulations 2015. It will also be expected that the Bid Team will include the winner of Phase 1 selection process as a member of the team. Since design data for the project will be managed and co-ordinated using BIM, each Preferred Bid Team will be expected to have appropriate capability to manage the BIM model, with constructive input from all other design disciplines accordingly. Network Rail currently anticipates that it will want to implement BIM to Level 2.

On appointment, each Lead Consultant firm will be required to retain Professional Indemnity insurance cover of GBP £1m each and every claim (as a minimum) for ‘Developed Design’ stage.

It is anticipated that (subject to fee and appointment terms agreement) the design team proposed by each Lead Consultant firm will be retained. However, Network Rail will reserve the right to negotiate with the Lead Consultant the composition of the design team appointed for any Phase 3 role and this may include the appointment of consultants that are not suggested within the competitor's bid. For the avoidance of doubt this is to ensure the correct mix of skills and expertise and will not be imposed

unreasonably.

Candidates should refer to the document outlining the full requirements that the Lead Consultant from each Bid Team will need to satisfy in order to be able enter into Contract with Network Rail in **Appendix 2** (supported by indicative technical workscopes in **Appendix 3** and **Appendix 4**).



**APPENDIX 1:**  
**Declaration of Authorship Form**

**APPENDIX 1: DECLARATION OF AUTHORSHIP FORM**

Entry for: **RE-IMAGINING TODAY'S STATION: CONNECTING COMMUNITIES**

|   |  |   |                          |                           |                          |       |                          |
|---|--|---|--------------------------|---------------------------|--------------------------|-------|--------------------------|
| Please insert Unique Registration Number [NR#] below:   |  | Please 'Tick' box to confirm team includes Design Professional, and the status of other individuals |                          |                           |                          |       |                          |
| <b>NR</b>   |  | Design Professional   | <input type="checkbox"/> | Student, Part Qualified * | <input type="checkbox"/> | Other | <input type="checkbox"/> |
| Name of contact person or individual entering competition   |  |   |                          |                           |                          |       |                          |
| Company or Practice name (if applicable)  |  |   |                          |                           |                          |       |                          |
| E-mail address of contact person or individual  |  |   |                          |                           |                          |       |                          |
| Telephone number (including area codes)   |  |   |                          |                           |                          |       |                          |
| Postal address  |  |   |                          |                           |                          |       |                          |
| Name of Individual within the team and the Name of Regulatory or Professional body of which Qualified Member (e.g. ARB; RIBA; CEng; ICE; IStructE; IMechE). |  |   |                          |                           |                          |       |                          |
| Registration/Membership No. in respect of the above   |  |   |                          |                           |                          |       |                          |
| Name of Institute at which studies being undertaken and Course Title (Students / Part Qualified individuals only)   |  |   |                          |                           |                          |       |                          |
| Names of other collaborating firms or individuals   |  |   |                          |                           |                          |       |                          |

\* 'Part Qualified' refers to where an individual participating in the competition is a graduate member of the ICE/IStructE, or a student of architecture that has completed their post Part 2 practical experience but is not yet fully qualified to practice as an architect.

| <b>DECLARATION</b>  |   |
|---|---|
| Please sign to confirm your acceptance of the below. Strike-through [5], [6] and [7] if not applicable. |   |
| 1   | I/we have complied with and accept the regulations and conditions which apply to this Competition, including acceptance of the decision of the Judging Panel as final.  |
| 2   | I/we declare that the design approach ideas are our intellectual property, prepared by myself/ourselves, or in my office under my/our direct supervision for the express purposes of entering the Design Contest for Re-imagining Today's station: Connecting Communities   |
| 3   | I/we agree to honour the request for confidentiality, to prevent information being released to the press before an official announcement is made.   |
| 4   | I/we agree to permit free publication and exhibition of my/our design proposals in connection with:<br>Re-imagining Today's station: Connecting Communities   |
| 5   | If not successful in being identified as one of the Winners of the Design Contest, I/We confirm that I/we would be happy to have our particulars made available to the Winners in the event that these parties require additional resource to develop their design concepts to satisfy Network Rail's requirements and of working within the regulated UK railway environment. [Please strike through if you do not agree to this]. |
| 6   | I/we wish to be identified as the author(s) of my/our design proposals in any publicity associated with the competition, including future creation of an on-line gallery resource of submitted publicity images.<br>[Please strike through if you do not wish to be identified as the author(s) of your submitted design proposals]   |
| 7   | The design is a result of a team collaboration by those listed above<br>[Please strike through if not applicable]   |
| <b>Signature:</b>   |   |
| <b>Date:</b>  |   |

**APPENDIX 2:**  
**Indicative Network Rail Single Supplier Framework Agreement**

# NETWORK RAIL 3 (MT) SPECIAL

## Network Rail Framework Agreement for Construction Services [brief description]

Agreement No.: [Insert]

## CONTRACT AGREEMENT

This Agreement is made the ..... day of ..... 20.....

### Between

**NETWORK RAIL INFRASTRUCTURE LIMITED** a company registered in England and Wales under number 2904587 whose registered office is at 1 Eversholt St, London, NW1 2DN (**"Network Rail"**)

and

**[NAME OF SUPPLIER]** a [company registered in ..... under number ..... whose registered] office is at [Supplier's Address] (**"the Supplier"**).

### Whereas

**Now it is hereby agreed in consideration of £1 paid by Network Rail to the Supplier (receipt of which the Supplier acknowledges), that:**

1 This Agreement comprises this Contract Agreement together with the following documents which shall be read and construed as part of this Agreement and in the case of any ambiguity or discrepancy shall have the following order of priority:

- 1.1 this Contract Agreement;
- 1.2 Schedule of Post Tender Amendments;
- 1.3 Appendix;
- 1.4 Contract Specific Conditions and annexed forms of guarantee and deeds of collateral warranty (if applicable);
- 1.5 Conditions;
- 1.6 Schedule 1: The Project and Services;
- 1.7 Schedule 2: Contract Requirements HSEA;
- 1.8 Schedule 3: Supplier Key Personnel;
- 1.9 Schedule 4: Pricing Document, and
- 1.10 Schedule 5: Process for Issuing Contract Orders

all of which are annexed hereto and together form the Agreement.

2 The Parties agree that the Term is, subject to the provisions of this Agreement, until ..... or .....years/months from the Commencement Date. The Agreement shall automatically expire at the end of the Term, but may be extended prior to its end, at Network Rail's sole discretion, by Network Rail issuing written notices of extension to the Supplier, provided such notices do not extend the Term beyond ....insert date.

## NETWORK RAIL 3 (MT) SPECIAL

- 3 In consideration of the payments to be made by Network Rail to the Supplier as hereinafter mentioned the Supplier hereby covenants with Network Rail to provide services in conformity in all respects with the provisions of the Agreement.
- 4 Network Rail hereby covenants to pay to the Supplier in consideration of the provision of Services the Contract Price at the times and in the manner prescribed by the Agreement.

**In witness** whereof the Parties hereto have caused this Agreement to be executed in duplicate on the date first stated above, as follows:

***For agreements executed using the DocuSign electronic signature process, the digital certification for the signatures of both Parties can be found at the end of the contract documentation.***

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

Authorised signatory .....

~~OR~~

)  
SIGNED for and on behalf of )  
**NETWORK RAIL INFRASTRUCTURE** )  
**LIMITED** )

~~by~~By:

Authorised signatory .....

Printed Name.....



NETWORK RAIL 3 (MT) **SPECIAL**

~~THE COMMON SEAL of~~ )  
~~.....~~ )  
~~was affixed to this DEED in the presence of:~~ )  
 )

Director.....  
Printed Name.....

Director/Company Secretary.....  
Printed Name.....

OR

SIGNED as a DEED for and on behalf of )  
~~.....~~ )  
By )  
 )

Director.....  
Printed Name.....

Director/Company Secretary.....  
Printed Name.....

OR

)  
SIGNED for and on behalf of )  
 )  
..... )

By:

# NETWORK RAIL 3 (MT) **SPECIAL**

Authorised signatory .....

Printed Name.....

## **SCHEDULE OF POST TENDER AMENDMENTS**

The following comprise the post tender amendments expressly agreed between Network Rail and the Supplier and form part of this Agreement:

None

# NETWORK RAIL 3 (MT) **SPECIAL**

## APPENDIX

(Note: Relevant Clause numbers are shown in brackets)

|    |   |   |
|----|---|---|
| 1  | Network Rail's Representative (Clause 1.1.12)                     | [Insert Name]<br>[Insert Position]<br>[Insert Address]  |
| 2  | Network Rail's Public Liability Insurance (Clause 8.3.1)          | £155,000,000 (one hundred and fifty five million pounds) subject to a Nil value excess for injury and £10,000 excess for each and every other occurrence.   |
| 3  | Network Rail's Property Insurance (Clause 8.3.2)                  | £450,000,000 (four hundred and fifty million pounds) subject to a £75,000 (seventy five thousand pound) excess.   |
| 4  | The Supplier's Professional Indemnity Insurance (Clause 8.4.1)    | <u>£1,000,000 for the Developed Design phase and £5,000,000 for the Technical Design Phase</u><br><del>£5,000,000 (five million pounds)</del> , in respect of all claims made in connection with any one occurrence or all occurrences of a series consequent on or attributed to one source or original cause and which may be subject to an annual aggregate limit. |
| 5  | Liability (Clause 10.2)   | <u>£1,000,000 for the Developed Design phase and £5,000,000 for the Technical Design Phase</u><br><del>£5,000,000 (five million pounds)</del>   |
| 6  | <del>Collateral warranty (Clause 20.1)</del> <u>Not used</u>      | <del>[Not Required / As detailed in Contract Orders]</del>  |
| 7  | <del>Parent company guarantee (Clause 20.2)</del> <u>Not used</u> | <del>[Not Required / To be provided via Framework PCG]</del>  |
| 8  | Addresses for Notices (Clause 22)                                 | Network Rail:<br>Address:<br>Company Secretary<br>1 Eversholt St<br>London NW1 2DN<br>With a copy to:<br>1. <a href="mailto:notices@networkrail.co.uk">notices@networkrail.co.uk</a> ; and<br>2. Network Rail's Representative by email.<br><br>The Supplier:<br>Address: [Insert]  |
| 9  | BIM Protocol (Clause 28)  | [Not Applicable/ CIC/BIM Protocol second edition as amended by Network Rail / As detailed in Contract Orders]   |
| 10 | Information Protocols if BIM is applicable (Clause 28)            | [Not Applicable/ As detailed in Schedule 1 / As detailed in Contract Orders]  |
| 11 | Information Security (Clause 30)                                  | [Not applicable / Applicable (Supplier is connecting into Network Rail's network or has   |

## NETWORK RAIL 3 (MT) **SPECIAL**

access to Network Rail's information classified as Internal or above)]

12 Intermediaries Legislation IR35 (Clause 33)

[Does not apply / Applies / As detailed in Contract Orders]

13 Site Investigations services (Clauses 34 – 37)

~~[As detailed in Contract Orders]~~~~[Does not apply / Applies / As detailed in Contract Orders]~~

If the Site Investigation Clauses apply; Clause

(a) Pre-approved limit for additional investigations (Clause 35.3)

~~[As detailed in Contract Orders]~~~~[£ Insert]~~

(b) The Principal Contractor shall be (Clause 37)

~~[As detailed in Contract Orders]~~  
~~}~~

(c) The Principal Designer shall be (Clause 37).

~~[As detailed in Contract Orders]~~  
~~}~~

**CONTRACT SPECIFIC CONDITIONS**

None



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SCHEDULE 5: PROCESS FOR ISSUING CONTRACT ORDERS

# NETWORK RAIL 3 (MT) **SPECIAL** CONDITIONS

## 1. Definitions and Interpretation

### 1.1 In this Agreement:

- 1.1.1 **"Agreed Rail Industry Period"** means each or any of Network Rail's thirteen accounting periods in its financial year starting on 1<sup>st</sup> April;
- 1.1.2 ~~**"Claims Allocation and Handling Agreement"** means the railway industry Claims Allocation and Handling Agreement made 1 November 2015 or as subsequently amended;~~**Not used**
- 1.1.3 **"Commencement Date"** means the date of execution of the Contract Agreement;
- 1.1.4 **"Confidential Information"** means any information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential, however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel, affiliates and suppliers (including Sub-contractors) of either Party, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
- 1.1.5 **"Contract Order"** means any order issued to the Supplier by Network Rail pursuant to Clause 27 in respect of any of the Services;
- 1.1.6 **"Contract Price"** means the amount to be paid by Network Rail to the Supplier in full consideration for the carrying out and completion by the Supplier of the Services and the performance by it of its other obligations under this Agreement;
- 1.1.7 **"Contract Requirements HSEA"** means the document described as such and referred to in the Agreement;
- 1.1.8 **"Contracting Authority"** means any contracting authority as defined in Regulation 4 of The Utilities Contracts Regulations 2016;
- 1.1.9 **"Crown"** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Government and the National Assembly for Wales), including government ministers, government departments, government and particular bodies and government agencies;
- 1.1.10 **"Intellectual Property"** means all intellectual and industrial property and all rights therein in any part of the world including 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 design right, technical information or drawing including rights in computer software, database rights, topography rights;
- 1.1.11 **"Intermediaries Legislation"** IR35 means Income Tax (Earnings and Pensions) Act 2003 (ITEPA), Social Security Contributions and Benefits Act 1992 (SSCBA) and all other related statutes and regulations including the Finance Act 2017;
- 1.1.12 **"Network Rail's Representative"** means the person designated as such in the Appendix or as notified by Network Rail to the Supplier from time to time;
- 1.1.13 **"Network Rail's Representative Assistants"** means the persons designated as

## NETWORK RAIL 3 (MT) **SPECIAL**

such in a Contract Order or as notified by Network Rail's Representative to the Supplier from time to time to assist Network Rail's Representative carry out the duties defined in this Agreement. Such delegation shall not include duties in relation to Clauses 5, 15 and 19 ;

- 1.1.14 **"Post Tender Amendments"** means the Conditions specific to this Agreement which are set out in the attached Schedule of Post Tender Amendments;
- 1.1.15 **"Pricing Document"** means Schedule 4;
- 1.1.16 **"Real Living Wage"** means the separate basic hourly rates for London and the rest of the UK, as applicable, as set by the Living Wage Commission (before tax, other deductions and any increase for overtime), as may be revised from time to time;
- 1.1.17 **"Services"** means the services to be performed by the Supplier pursuant to each Contract Order in accordance with this Agreement;
- 1.1.18 **"Sub-Contractor"** means any sub-contractor of the Supplier including sub-contractors of any such sub-contractors;
- 1.1.19 **"Supplier Personnel"** means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
- 1.1.20 **"Supplier Key Personnel"** means those personnel listed in Schedule 3;
- 1.1.21 **"Term"** means the period specified in the Contract Agreement, as the same may be adjusted under this Agreement and the expiry of the Term shall mean the expiry of the Term for any reason, whether pursuant to the Contract Agreement by lawful termination or otherwise;
- 1.1.22 **"Variation of Services"** means variations additions or other amendments to the Services provided they fall within the competency and control of the Supplier.
- 1.2 Any reference to Appendix or Clause or Schedule is to the relevant Clause of these Conditions or the relevant Appendix or Schedule to this Agreement.
- 1.3 The headings are included for convenience only and shall not affect interpretation of this Agreement.
- 1.4 Use of the singular includes the plural and vice versa.
- 1.5 Any reference to a statute or statutory instrument shall be construed as referring to any modification extension or re-enactment thereof from time to time.
- 1.6 Any phrase introduced by the term "including" shall be construed as illustrative and without limitation.

## **2. Duties of the Supplier**

- 2.1 The Supplier shall provide the Services with the reasonable skill care and diligence normally exercised by recognised professional firms or by skilled and experienced service providers providing services of a similar scope, type and complexity to the Services.
- 2.2 The Supplier shall comply with all statutory legislation, Network Rail Standards and Railway Group Standards and observe Network Rail's policies in Contract Requirements HSEA (as set out in Schedule 2) notified to the Supplier prior to the performance of the Services.
- 2.3 The Supplier shall exercise the standard of skill, care and diligence referred to in Clause 2.1 in its compliance with relevant codes of practice and British Standards.

## NETWORK RAIL 3 (MT) **SPECIAL**

- 2.4 The Supplier shall be responsible for the accuracy of documents prepared by it or on its behalf. Neither Network Rail's approval of any such documents nor its failure to discern any defect in or omission from any such documents shall absolve or relieve the Supplier from any of its responsibilities duties and obligations under this Agreement.
- 2.5 If there is a change in law, Railway Group Standards or Network Rail Standards affecting the Services after the date of this Agreement which necessitates a variation of the Services, such variation shall be treated as if it were a Variation of Services pursuant to Clause 7.

### **3. Network Rail's Obligations**

- 3.1 Network Rail's Representative on the request of the Supplier shall supply in such time as may be reasonable any data and information in its possession necessary and relevant to the performance of the Services.
- 3.2 Network Rail's Representative shall comply with any Information Protocols listed in the Appendix or Contract Orders.

### **4. Contract Price and Payment**

- 4.1 The Contract Price shall be calculated in accordance with Schedule 4 or as otherwise agreed in Contract Orders. The Contract Price excludes Value Added Tax that will be charged at the rate applicable at the time of invoicing. The Supplier shall provide suitable Value Added Tax invoices to enable Network Rail to reclaim the relevant Value Added Tax.
- 4.2 Either on completion of Services deliverables, after the end of each Agreed Rail Industry Period, or as detailed in Contract Orders, the Supplier shall present to Network Rail's Representative an application stating the total amount due supported by documentation and other information required by Network Rail's Representative including a statement of the basis of calculation of the application. Provided the Supplier complies with this Clause, payment shall be due 14 days after the submission of the Supplier's application (the "Due Date").
- 4.3 Not later than the Due Date Network Rail's Representative shall give the Supplier written notice stating the amount that it considers due on the Due Date, to what the amount relates and the basis on which the amount is calculated. Such notice shall be given even if the amount that it considers to be due is zero.
- 4.4 If a payment is due from Network Rail to the Supplier, the Supplier shall render a valid VAT invoice to Network Rail:
  - 4.4.1 either in the sum stated in the notice issued in accordance with Clause 4.3 or in the absence of such notice, in the sum stated in the Supplier's application under Clause 4.2; and
  - 4.4.2 which includes the correct agreement number and the purchase order number and is addressed to "Network Rail, Accounts payable, P.O. Box 4145, Manchester M60 7WZ" or original computer-generated pdf invoices can be emailed to [invoices@networkrail.co.uk](mailto:invoices@networkrail.co.uk).
- 4.5 Provided that the Supplier renders a valid VAT invoice to Network Rail in accordance with Clause 4.4, the final date for payment shall be 7 days from the Due Date or 7 days from Network Rail's receipt of the Supplier's valid invoice, whichever is the later.
- 4.6 If a payment is due from Network Rail to the Supplier, Network Rail may pay to the Supplier less than the sum stated in the notice issued in accordance with Clause 4.3 or in the absence of such notice, less than the sum stated in the Supplier's application under Clause 4.2 provided that not later than 1 day before the final date for payment Network Rail has

## NETWORK RAIL 3 (MT) **SPECIAL**

given a written notice (the "Pay Less Notice") to the Supplier which specifies:

- 4.6.1 the sum that Network Rail considers to be due on the date the notice is served having taken account of any amount to be withheld from the payment; and
- 4.6.2 the basis on which that sum is calculated including grounds for any sums withheld.
- 4.7 If the application of Clauses 4.1 to 4.3 (inclusive) results in a payment being due from the Supplier to Network Rail, the Supplier shall issue a valid credit note to Network Rail within 5 days of the issue of Network Rail's notice under Clause 4.3 and the final date for payment of this sum shall be 30 days after the notice under Clause 4.3 is issued, whether or not a credit note has been issued by the Supplier.
- 4.8 If Network Rail fails to pay the Supplier any sum properly payable under this Agreement by the final date for payment Network Rail shall pay the Supplier simple interest on that sum from the relevant final date for payment until the actual date of payment calculated at a rate of 4% per annum above the Bank of England Base Rate current at the date that a payment under this Agreement becomes overdue.
- 4.9 The amount due shall be the amount assessed in accordance with this Agreement less any sums deductible from the Supplier or payable from the Supplier to Network Rail either under Clause 5 or for any other reason (including for losses arising from the Supplier's breach of contract).

### **5. Set-off**

Without prejudice to Network Rail's other rights and remedies, Network Rail may deduct from any sums payable to the Supplier under this Agreement an amount equivalent to any sum payable by or recoverable from the Supplier to Network Rail (whether such sums are payable by or recoverable from the Supplier under this Agreement or under any other agreement between the Supplier and Network Rail) and may also deduct any sum then payable by or recoverable from the Supplier or which at any time thereafter may be payable by or recoverable from the Supplier under any other agreement between the Supplier and Network Rail. Network Rail shall in the Pay Less Notice give to the Supplier notice of any such deduction or set-off and such notice shall specify:

- 5.1 the sum that Network Rail considers to be due on the date the notice is served having taken account of any amount to be withheld from the payment; and
- 5.2 the basis on which that sum is calculated including the grounds for any sums withheld.

### **6. Supply of Information**

The Supplier shall at all times keep Network Rail's Representative fully informed on the performance of the Services and shall further provide from time to time all such information as Network Rail's Representative may reasonably require.

### **7. Variation of Services**

- 7.1 Network Rail's Representative may require the Supplier to undertake a Variation of Services
- 7.2 Where Network Rail's Representative has instructed a Variation of Services then the Contract Price shall be adjusted in accordance with Clause 7.3.
- 7.3 Where there is to be a Contract Price adjustment under Clause 7.2 Network Rail's Representative and the Supplier shall endeavour to agree on the required adjustment. Once so agreed in writing any such adjustment shall be binding on the Parties as the full and final Contract Price adjustment in respect of the Variation of Services. Where the Parties fail to agree on a Contract Price adjustment Network Rail's Representative may nevertheless instruct the Supplier to implement the Variation of Services and shall state (at



## NETWORK RAIL 3 (MT) **SPECIAL**

Network Rail's Representative discretion) whether the resulting Contract Price adjustment shall be:

- 7.3.1 calculated on the basis of the rates as set out in Schedule 4 (if applicable); or
- 7.3.2 a lump sum calculated on a fair and reasonable basis having regard to the nature of the Variation of Services.
- 7.4 The Supplier shall not perform any such Variation of Services unless Network Rail's Representative instructions are notified in writing.
- 7.5 No additional sum shall be payable to the extent that any of the Variation of Services are necessitated in whole or in part by any negligence omission or default on the Supplier's part.
- 7.6 In the event that Network Rail's Representative pursuant to this Clause instructs any Variation of Services they shall be deemed to be part of the Services for the purposes of this Agreement.

### 8. Indemnity and Insurance

- 8.1 The Supplier shall be liable for and shall indemnify Network Rail against all and any loss, damage, cost, expense, liability, claims and proceedings whatsoever in respect of:
  - 8.1.1 any personal injury to or death of any person; and
  - 8.1.2 any loss of or damage to any propertydue to the acts, neglect, error, or omission by the Supplier or any of its employees, agents or representatives in the course of the performance of the Services whilst on or around Network Rail's property or other site or premises relevant to the Services.
- 8.2 ~~The Supplier acknowledges that in the event that any negligence or breach of this Agreement by the Supplier causes an unplanned interruption in the use of track or station areas or other railway infrastructure Network Rail may incur penalties and liabilities for this under its contractual and regulatory arrangements with third parties including passenger train and freight train operators. The Supplier shall have regard to such considerations when performing the Services.~~Not used
- 8.3 Without prejudice to the Supplier's obligations to indemnify Network Rail under Clause 8.1, Network Rail shall take out and maintain:
  - 8.3.1 a policy in the joint names of the Supplier and Network Rail against liabilities for death of or injury to any person (other than any person in the employment of the Supplier) or loss of or damage to any property (other than property of Network Rail or the Supplier) arising out of the physical performance of the Services whilst on or around the Network Rail worksite(s) relevant to the Services, for a sum not less than that stated in the Appendix for any one occurrence or series of occurrences arising out of one event;
  - 8.3.2 self-insurance and a policy or policies of insurance with a waiver of subrogation in favour of the Supplier in respect of loss or damage to the property of Network Rail (but not the property of the Supplier) and business interruption costs consequent upon such loss or damage arising out of the physical performance of the Services whilst on or around the Network Rail worksite(s) relevant to the Services, for a sum not less than that stated in the Appendix for any one occurrence or series of occurrences arising out of one event.
- 8.4 Network Rail shall not be responsible for any amounts in excess of the sums insured or retained liability or risks not insured or excluded by the terms, exceptions or conditions of

## NETWORK RAIL 3 (MT) **SPECIAL**

Network Rail's policies described in 8.3 and the Supplier shall for the duration of the Services:

- 8.4.1 maintain at its own cost until the date 6 years (12 years if the agreement is executed as a deed) after either the date of completion of the Services or earlier termination of the Supplier's appointment under this Agreement whichever is the sooner, professional indemnity insurance to ensure that its activities under this Agreement are insured and remain insured for an amount not less than the sum stated in the Appendix, provided always that such insurance is available at commercially reasonable rates (with any increased or additional premium required by insurers by reason of the Supplier's insurance record or other matters particular to the Supplier being considered to be within commercially reasonable rates);
  - 8.4.2 ensure that the foregoing insurance policy or policies shall be or are effected with reputable and established insurers upon customary and usual terms and conditions prevailing for the time being in the insurance market; and
  - 8.4.3 from time to time on request produce evidence that the Supplier is insured in accordance with the requirements of this Clause and immediately notify Network Rail of the cancellation or withdrawal of any such insurance.
- 8.5 The terms and conditions of the Supplier's insurance effected in accordance with this Clause shall not include any term or condition that excludes the Third Parties (Rights Against Insurers) Act 2010. A summary of the insurance policies taken out and maintained by Network Rail under Clause 8.3 may be provided to the Supplier on request.
- 8.6 Subject to Clause 8.7 the provisions of the Claims Allocation and Handling Agreement shall apply to the Supplier and the Supplier shall provide its insurers with a copy of the Claims Allocation and Handling Agreement.
- 8.7 The Parties agree that Clause 17 of the Claims Allocation and Handling Agreement shall not apply to this Agreement.
- 8.8 The obligations under this Clause shall continue notwithstanding termination of this Agreement for any reason whatsoever including breach by Network Rail.

### **9. Duration of the Agreement**

- 9.1 Notwithstanding completion of the performance of the Services or suspension and/or termination in accordance with Clause 15 both Parties shall remain bound by this Agreement insofar as and for so long as may be necessary to give effect to the Parties' respective rights and obligations hereunder subject to the relevant periods of statutory liability under the Limitation Act 1980.

### **10. Liability**

- 10.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by Network Rail if and to the extent that it is caused by the negligence or wilful misconduct of Network Rail or by breach by Network Rail of its obligations under this Agreement.
- 10.2 Subject always to Clauses 10.3 and 10.4:
- 10.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of this Agreement, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the sum stated in the Appendix; and
  - 10.2.2 in no event shall the Supplier be liable to Network Rail, including by way of

indemnity, for any:

- (a) loss of profits;
- (b) loss of business or production;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

10.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence or that of its staff;
- (b) fraud or fraudulent misrepresentation by it or that of its staff; or
- (c) any other matter which, by law, may not be excluded or limited.

10.4 The Supplier warrants and undertakes to Network Rail to progress the Services with due diligence having regard to any key dates for performance of the Services set out in the Contract Orders or as otherwise agreed by the Parties. The Supplier's liability under this Clause 10.4 shall not exceed the Contract Price of the relevant Contract Order.

10.5 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

10.6 With the exception of any third party claim arising in relation to the indemnity in Clause 8.1, Network Rail shall, as soon as reasonably practicable after receiving notice of a third party claim qualifying for an indemnity under this Agreement, give written notice to the Supplier specifying details of the third party claim.

## **11. Assignment and Sub-contracting**

11.1 Network Rail shall not assign charge or transfer this Agreement or any of its rights under it without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed), provided that the Supplier's consent shall not be required where it is between Network Rail and its direct or indirect holding companies and its direct or indirect subsidiaries (within the meaning of s1159 Companies Act 2006).

11.2 The Supplier shall not assign charge or transfer this Agreement or any of its rights under it without the prior written consent of Network Rail (such consent not to be unreasonably withheld or delayed).

11.3 Any restriction on assignment will not apply to the extent that it would have no effect under The Business Contract Terms (Assignment of Receivables) Regulations 2018.

11.4 The Supplier shall not sub-contract to or allow any other person to perform any of the Services without Network Rail's Representative's prior written consent (such consent not to be unreasonably withheld or delayed). The Supplier shall remain responsible for the performance of any services so sub-contracted as if the sub-contracting had not occurred.

11.5 The Supplier must ensure that all sub-contractors are paid, in full, within 28 days of receipt of a valid, undisputed invoice. If this does not happen, notwithstanding Clause 14, Network Rail can publish the details of the late payment or non-payment.

### **12. Intellectual Property**

- 12.1 The Intellectual Property which the Supplier has supplied to Network Rail in accordance with this Agreement and which the Supplier has created and/or developed for the purposes of performing its obligation under this Agreement (whether created before or during the term of this Agreement, including, without limitation any and all information subsisting or referred to within any technical, operation and/or maintenance manuals) shall remain vested in the Supplier but the Supplier hereby grants to Network Rail an irrevocable, perpetual, royalty free non- exclusive licence to copy disclose use adapt and reproduce the Intellectual Property for any purpose whatsoever in connection with Network Rail's permitted business (including, without limitation for any purposes in connection with completing, operating, maintaining replacing, dismantling, reassembling, repairing, altering and adjusting any goods and/or equipment supplied by the Supplier hereunder). The Supplier further agrees:
- (i) that Network Rail may grant sub-licences to other persons for the purposes stated in the licence granted above and/or to otherwise assign the benefit of such licence to any third party; and
  - (ii) to the extent that the Supplier does not have ownership of the Intellectual Property in any of the materials supplied to Network Rail, use reasonable endeavours to procure from the Intellectual Property holder a licence in the form set out in the licence above.
- 12.2 The Supplier shall indemnify Network Rail against all loss damage costs and expenses for which Network Rail is or becomes liable as a result of any infringement or alleged infringement by the Supplier of any third party's intellectual property rights.
- 12.3 The Supplier shall not be liable for any use of the Intellectual Property for any purpose other than that for which it was originally prepared or supplied by the Supplier.
- 12.4 Network Rail shall have no right to decompile any computer software which forms part of the Intellectual Property licensed to Network Rail in this Clause 12 nor shall Network Rail attempt to derive any algorithms, techniques or other features of the software or modify or attempt to create any derivative works from the software and any sub-licence granted by Network Rail shall similarly apply these prohibitions to the sub-licensee of that computer software.

### **13. Personnel**

- 13.1 The Supplier Key Personnel listed in Schedule 3 shall carry out the Services unless otherwise agreed with Network Rail's Representative (whose agreement shall not be unreasonably withheld or delayed).
- 13.2 Network Rail's Representative shall be entitled on written notice to require the Supplier to terminate immediately any person's involvement with the provision of the Services when in the reasonable opinion of Network Rail's Representative it considers it undesirable and/or unnecessary for them to continue. The Supplier shall if so required by Network Rail's Representative as soon as reasonably practicable replace any person so removed with a suitable person to be agreed by Network Rail's Representative.
- 13.3 Security Vetting;
- 13.3.1 The Supplier shall undertake Baseline Personnel Security Standard (BPSS) pre-employment checks, as stated in the [HMG Personnel Security Controls](#), for all Supplier Personnel that have access to Network Rail premises or Network Rail IT networks.

- 13.3.2 Under the National Railways Security Programme (NRSP) some Supplier Personnel will be required to complete additional security checks as outlined in [HMG Personnel Security Controls](#). This applies to Critical National Infrastructure (CNI) sites and Managed Stations and those with access to CNI systems and information on sensitive train movements. Network Rail's Representative may designate other roles requiring these additional checks.
- 13.3.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing Network Rail premises and Network Rail IT networks.
- 13.3.4 Under NRSP all Supplier Personnel are required to undergo biennial security training. These training records shall be kept for five years and be available on request. The training material will be provided by Network Rail through e-learning at no additional cost to the Supplier.

### **14. Confidentiality and Comptroller and Auditor General**

- 14.1 Save to the extent that it is necessary in order to comply with any obligations under this Agreement, or as otherwise expressly provided for in this Clause 14, the Parties acknowledge and agree that neither they nor their respective accountants, legal advisers and insurers shall make use of or provide a copy of this Agreement or information passed under this Agreement or disclose disseminate and/or publicise or cause or permit to be disclosed disseminated and/or publicised any of the terms and conditions of this Agreement or information passed under this Agreement in whole or in part to any individual and/or entity not a Party to this Agreement except as follows:
  - 14.1.1 in response to an order of a court of competent jurisdiction, or in response to an appropriate subpoena or discovery request issued in the course of litigation; and/or
  - 14.1.2 in response to an enquiry or order issued by a government or supra-governmental agency of competent jurisdiction; and/or
  - 14.1.3 to the extent necessary to report income to appropriate taxing authorities and/or to contest the imposition of any tax by appropriate taxing authorities; and/or
  - 14.1.4 to the Parties' respective accountants, legal advisers and insurers; and/or
  - 14.1.5 in connection with any litigation between the Parties relating to this Agreement; and/or
  - 14.1.6 to the extent required in order to comply with applicable laws and/or regulations.
- 14.2 The Supplier shall not make any announcement relating to this Agreement or its subject matter without the prior written approval of Network Rail's Representative except as required by applicable laws or by any legal or regulatory authority.
- 14.3 Nothing in this Agreement shall prevent Network Rail disclosing the Supplier's Confidential Information:
  - 14.3.1 to the Crown, any other Contracting Authority or any government department. All government departments receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not disclosed to a third party which is not part of the Crown, any Contracting Authority or any government department.
  - 14.3.2 for the purpose of the examination and certification of Network Rail's accounts;

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- 14.3.3 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Network Rail has used its resources; or
  - 14.3.4 for the purpose of using the Supplier's Intellectual Property in accordance with the licence granted to Network Rail under Clause 12.1 and/or for the purpose of granting sub-licences to other persons in relation to the same.
- 14.4 The Supplier shall and shall procure that its subcontractors shall provide such access to its or their books and records as may be reasonably required from time to time by the Comptroller and Auditor General of the National Audit Office for the purpose of their audit and examination of the accounts of Network Rail and its group companies, the Department for Transport and the consolidated set of financial statements for the UK public sector.
- 14.5 Confidential Information shall not include information which:
  - 14.5.1 was public knowledge at the time of disclosure;
  - 14.5.2 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
  - 14.5.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
  - 14.5.4 is independently developed without access to the Confidential Information.

### **15. Termination and Suspension**

- 15.1 Network Rail may terminate this Agreement and/or Contract Orders at any time subject to giving 30 days written notice to the Supplier.
- 15.2 Network Rail's representative may suspend the performance of any or all of the Services by giving reasonable written notice to the Supplier.
- 15.3 The Supplier shall resume the performance of the Services on reasonable written notice from Network Rail's Representative. If Network Rail's Representative has not served such notice within 3 months of suspension under Clause 15.2 then this Agreement shall terminate.
- 15.4 If notice of resumption of the Services is served in accordance with Clause 15.3 this Agreement will continue.
- 15.5 Upon termination of this Agreement and/or Contract Orders under Clause 15.1, 15.3 or 15.7 and subject to Clause 15.6 the Supplier shall be entitled to such proportion of the Contract Orders as represents a fair and reasonable value of that part of the Services carried out at the date of termination and a sum being the amount of any expenditure reasonably incurred by the Supplier in the expectation of completing the whole of the Services in any Contract Order not then completed insofar as such expenditure has not been recovered by any other payments under this Agreement, provided always that the Supplier shall not be entitled to recover any loss of anticipated profit as a result of such termination.
- 15.6 Network Rail may terminate this Agreement and/or Contract Orders by reason of a material breach by the Supplier, which breach the Supplier has failed to remedy within 14 days of being given written notice to do so by Network Rail's Representative, or where the Supplier:
  - 15.6.1 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the Supplier under this Agreement) or compounds with or convenes a meeting of



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its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of Network Rail means that the Supplier may be unable to pay its debts; or

- 15.6.2 being an individual or if the partnership or any partner (where the Supplier is a partnership) shall become bankrupt or in Scotland have its estates sequestrated or shall become apparently insolvent as defined in the Bankruptcy (Scotland) Act 1985 or shall enter into a trust deed for its creditors, or make a composition or arrangement with its creditors;

then Network Rail without prejudice to any other claims that it may have shall be entitled to claim from the Supplier all reasonable costs expenses and damages arising from such termination including all such costs expenses and damages arising from employing and paying other persons to carry out and complete the Services and to make good defects.

- 15.7 Network Rail may terminate this Agreement and/or Contract Orders in the event that it considers any of the circumstances set out in regulations 89(1)(a) or (c) of the Utilities Contracts Regulations 2016 SI 2016/274 ("UCR") or regulations 73(1)(a) or (c) of the Public Contracts Regulations 2015 SI 2015/102 ("PCR") as amended from time to time as applicable have arisen.
- 15.8 Network Rail may terminate this Agreement and/or Contract Orders in the event that it considers any of the circumstances set out in regulation 89(1)(b) of UCR or regulation 73(1)(b) of PCR as applicable have arisen. Termination of this Agreement by Network Rail pursuant to this Clause 15.8 shall be deemed to be a material breach which the Supplier has failed to remedy and the provisions of Clause 15.6 shall apply.
- 15.9 The Supplier shall give written notice to Network Rail immediately upon becoming aware of the circumstances referred to in Clause 15.8 applying.
- 15.10 The Supplier may terminate this Agreement and/or Contract Orders by written notice to Network Rail if Network Rail has not paid any undisputed amounts within 90 days of them falling due.

## 16. **Waiver**

The failure or delay by any Party to enforce at any time or for any period any of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

## 17. **Protection of Personal Data**~~Not used~~

~~17.1 For the purposes of this Clause 17 the following definitions apply;~~

- ~~17.1.1 "Data Protection Legislation" means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) all applicable laws about the processing of personal data and privacy.~~
- ~~17.1.2 "Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer, Data Protection Impact Assessment" take the meaning given in the Data Protection Act 2018.~~
- ~~17.1.3 "Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this~~

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~~Agreement, including any Personal Data Breach.~~

- ~~17.1.4 “Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.~~
- ~~17.1.5 “Sub-processor” means any third Party appointed to process Personal Data on behalf of the Supplier.~~
- ~~17.2 With respect to the Parties’ rights and obligations under this Agreement, the Parties acknowledge that for the purposes of the Data Protection Legislation, Network Rail is the Controller and the Supplier is the Processor.~~
- ~~17.3 The only processing that the Supplier is authorised to do is listed in Annex 1 — Protection of Personal Data within Schedule 1 and may not be determined by the Supplier. If the Annex is not included no processing is required.~~
- ~~17.4 The Supplier shall provide all reasonable assistance to Network Rail in the preparation of any Data Protection Impact Assessment prior to commencing any processing.~~
- ~~17.5 The Supplier shall:~~
  - ~~17.5.1 only process Personal Data to the extent strictly necessary and listed in Annex 1 — Protection of Personal Data within Schedule 1 to perform its obligations under this Agreement;~~
  - ~~17.5.2 ensure that it has in place protective measures which are appropriate to protect against a Data Loss Event. Network Rail may reasonably reject such measures, but failure to reject shall not amount to approval by Network Rail;~~
  - ~~17.5.3 take all reasonable steps to ensure the Supplier’s personnel who have access to the Personal Data;~~
    - ~~17.5.3.1 are aware of and comply with the Supplier’s duties under this Clause 17;~~
    - ~~17.5.3.2 are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;~~
    - ~~17.5.3.3 have undergone adequate training in the use, care, protection and handling of Personal Data;~~
  - ~~17.5.4 not transfer Personal Data outside of the EU unless the prior written consent of Network Rail has been obtained and the following conditions met;~~
    - ~~17.5.4.1 Network Rail or the Supplier has provided appropriate safeguards in relation to the transfer as determined by Network Rail;~~
    - ~~17.5.4.2 the Data Subject has enforceable rights and effective legal remedies;~~
    - ~~17.5.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist Network Rail in meeting its obligations); and~~
  - ~~17.5.5 at the written direction of Network Rail, delete or return Personal Data (and any copies of it) to Network Rail on termination of the Agreement unless the Supplier is required by law to retain the Personal Data.~~



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- ~~17.6 The Supplier shall notify Network Rail as soon as is reasonably practical if it;~~
- ~~17.6.1 receives a Data Subject Request (or purported Data Subject Request);~~
  - ~~17.6.2 receives a request to rectify, block or erase any Personal Data;~~
  - ~~17.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;~~
  - ~~17.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;~~
  - ~~17.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or~~
  - ~~17.6.6 becomes aware of a Data Loss Event.~~
- ~~17.7 Taking into account the nature of the processing, the Supplier shall provide Network Rail with all reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made (and insofar as possible within the timescales reasonably required by Network Rail) including by promptly providing;~~
- ~~17.7.1 full details and copies of the complaint, communication or request;~~
  - ~~17.7.2 such assistance as is reasonably requested by Network Rail to enable Network Rail to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;~~
  - ~~17.7.3 Network Rail, at its request, with any Personal Data it holds in relation to a Data Subject;~~
  - ~~17.7.4 assistance as requested by Network Rail following any Data Loss Event; and~~
  - ~~17.7.5 assistance as requested by Network Rail with respect to any request from the Information Commissioner's Office, or any consultation by Network Rail with the Information Commissioner's Office.~~
- ~~17.8 The Supplier shall maintain complete and accurate records to demonstrate its compliance with this Clause 17 and shall upon reasonable request, promptly make them available to Network Rail.~~
- ~~17.9 The Supplier shall allow for all reasonable audits of its Data Processing activity by Network Rail or Network Rail's designated auditor.~~
- ~~17.10 Before allowing any Sub-processor to process any Personal Data, the Supplier must obtain the written approval of Network Rail and enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause 17 such that they apply to the Sub-processor.~~
- ~~17.11 The Supplier shall notify Network Rail as soon as is reasonably practical if it considers that any of Network Rail's instructions infringe the Data Protection Legislation.~~

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### 18. The Contracts (Rights of Third Parties) Act 1999

Without prejudice to Clause 21.7, no term of this Agreement is intended by the Parties to be enforceable by a third party.

### 19. Adjudication

If any dispute or difference arises under out of or in connection with this Agreement then either Party may refer any such dispute to an Adjudicator for adjudication in accordance with the following provisions:

- 19.1 the Scheme for Construction Contracts SI No. 649 of 1998 shall apply; and
- 19.2 if the Parties are unable to agree on a person to act as adjudicator then the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of the Technology and Construction Bar Association; and
- 19.3 the Adjudicator's decision is binding until the dispute or difference is finally determined by the Courts as provided in Clause 25.

### 20. **Collateral Warranties and Performance Security**~~Not used~~

- ~~20.1 Where specified in the Appendix the Supplier shall, within 7 working days of Network Rail's Representative's request so to do, execute in favour of any person or persons nominated by Network Rail who have entered into or intend to enter into an agreement for the provision of finance in connection with a project or scheme to which the Services relate and/or for the purchase of an interest, whether leasehold or freehold, in the land upon which such a project or scheme or any part of them are situated a collateral warranty in the form annexed in the Contract Specific Conditions or as issued with a Contract Order.~~
- ~~20.2 Where specified in the Appendix the Supplier shall obtain and provide to Network Rail, forthwith upon entry into this Agreement, a parent company guarantee in the form annexed in the Contract Specific Conditions from the Supplier's ultimate holding company. For these purposes "ultimate holding company" shall mean the parent company of the group of companies of which the Supplier is a member (as each of those terms is defined in s.170 of the Taxation of Chargeable Gains Act 1992).~~
- ~~20.3 The Supplier's compliance with Clauses 20.1 and 20.2 shall be a condition precedent to any obligation on the part of Network Rail to make any payment that may otherwise be due under this Agreement and the Supplier acknowledges that it has no entitlement either to receive payment or to exercise any rights in respect of non-payment arising under this Agreement unless and until the Supplier has provided a parent company guarantee or collateral warranty in accordance with Clause 20.1 and Clause 20.2 if so required.~~

### 21. **Employment Protection and TUPE**~~Not used~~

~~Notwithstanding anything to the contrary elsewhere in this Agreement:~~

- ~~21.1 the Supplier shall be responsible for and shall indemnify and keep indemnified Network Rail and any successor supplier 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 Supplier's failure to comply with its obligations 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");~~
- ~~21.2 in the last 12 months prior to completion of the Services under the last Contract Order or~~

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~~after notice of termination of this Agreement has been given in accordance with Clause 15, within 28 days of Network Rail's request, the Supplier shall (where TUPE is likely to apply) provide Network Rail 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 Services or any part of them, 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 this Agreement, details of any agreements entered into with employee representative bodies in relation to such persons, details of all training and competency courses attended and certificates or qualifications obtained, place of work, all relevant contractual and non-contractual termination or severance arrangements, notice periods, contractual holiday entitlements, copy of employment contract or applicable standard terms and employee handbook, immigrant status and right to work documentation, information on any disciplinary or grievance procedure taken against or by any person within the preceding 2 years, information about any tribunal claims in the preceding 2 years or whether there are reasonable grounds to believe a claim may be brought and such other requirements as Network Rail may reasonably require (altogether the "Employee Data"). Network Rail will, subject to compliance with any Data Protection Legislation, be permitted to disclose any information provided to it under this sub-clause in summary and/or anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any successor supplier and successor supplier's sub-contractors;~~

21.3 ~~in the last 12 months prior to completion of the Services under the last Contract Order or after notice of termination of this Agreement has been given in accordance with Clause 15, the Supplier shall (and shall procure that any Sub-Contractor shall) provide to the people engaged in the performance of this Agreement, 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 Network Rail ("Personnel Records") and shall (where TUPE is likely to apply) within 28 days of Network Rail's request, whether during the performance of this Agreement or following the end of this Agreement (whether lawfully or otherwise) deliver up to Network Rail or to such person as Network Rail may nominate, the Employee Data, such copies of the Personnel Records as may be required by Network Rail and, to the extent not otherwise provided, any employee liability information pursuant to and in accordance with Regulation 11 of TUPE. Network Rail may communicate such information to persons intending to tender to execute services of the nature of the Services;~~

21.4 ~~the Supplier shall not (and shall procure that any Sub-Contractor shall not) (where TUPE is likely to apply) in the last six months prior to completion of the Services under the last Contract Order or after notice of termination of this Agreement has been given in accordance with Clause 15, without the prior written permission of Network Rail:~~

- ~~(i) vary or purport or promise to vary (in the employee's favour), the terms of the contract of employment of any person engaged wholly or principally in the execution of the Services;~~
- ~~(ii) terminate or give notice to terminate the employment or engagement of any person engaged wholly or principally in the execution of the Services;~~
- ~~(iii) deploy or assign any person to perform the Services who is not already doing so with the effect that the number of persons engaged wholly or principally in the execution of the Services increases;~~
- ~~(iv) increase or reduce to any significant degree the proportion of working time spent on the Services by any person engaged wholly or principally in the execution of~~

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~~the Services; or~~

- ~~(v) introduce any new contractual or customary practice (including any payments on termination of employment) applicable to any person engaged wholly or principally in the execution of the Services;~~

~~21.5 the Supplier shall not (and shall procure that any Sub-Contractor shall not) (where TUPE is likely to apply), without the prior written consent of Network Rail create or grant, or promise to create or grant, terms or conditions of employment for any new employee engaged wholly or principally in the execution of the Services 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 21.4) at the date of commencement of employment of such new employee;~~

~~21.6 the Supplier 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; and~~

~~21.7 the Supplier shall indemnify and keep indemnified Network Rail and any successor supplier against all costs, claims, expenses, damages, demands, actions, losses and liabilities arising out of or in connection with:~~

- ~~(i) any act, default or omission of the Supplier or any Sub-Contractor in respect of any person who was or is employed or engaged by the Supplier or any Sub-Contractor;~~
- ~~(ii) the employment or termination of employment of any person engaged wholly or principally in the execution of the Services up to and including the date of completion of the Services or expiry or termination of this Agreement;~~
- ~~(iii) any breach by the Supplier or any Sub-Contractor of its obligation to provide employee liability information to Network Rail or any successor supplier in accordance with Regulation 11 of TUPE; and/or~~
- ~~(iv) any breach by the Supplier of sub-clauses 21.4, 21.5 and/or 21.6;~~

~~and, despite anything else in this Agreement, such a successor supplier can directly enforce the indemnity in its favour provided for by sub-clauses 21.1 and 21.7.~~

## 22. Notices

All notices given under this Agreement shall be in writing and shall be served by personal delivery by pre-paid registered or recorded delivery post (or registered airmail in the case of an address for service outside the United Kingdom) to the persons and the addresses set out in the Appendix (or as otherwise notified by the relevant Party hereunder). A notice shall be deemed to have been received:

- 22.1 if delivered personally at the time of delivery;
- 22.2 if pre-paid recorded delivery or registered post 48 hours from the date of posting; and
- 22.3 if registered airmail 5 days from the date of posting.

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Provided that if deemed receipt occurs before 9am on a business day the notice shall be deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm on a business day or on any day that is not a business day the notice shall be deemed to have been received at 9am on the next business day. For the purpose of this Clause “business day” means any day that is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

### **23. Entire Agreement**

This Agreement and the documents referred to in it constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the subject matter of this Agreement.

### **24. Changes**

No change to this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

### **25. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to Clause 19 the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

### **26. Compliance**

#### **General**

26.1 The Supplier shall comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act 2010 and Modern Slavery Act 2015.

26.2 The Supplier shall comply with Network Rail's Code of Business Ethics and Code of Conduct, corporate hospitality, conflicts of interests and speak out (whistleblowing) policies and any updates thereof.

#### **Bribery Act Compliance**

26.3 The Supplier 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. 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).

26.4 The Supplier shall use reasonable endeavours to ensure that all persons associated with the Supplier (as defined by section 8 of the Bribery Act 2010) including any subcontractors and suppliers comply with this Clause.

#### **Modern Slavery Act Requirements**

26.5 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

26.6 The Supplier shall use reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice.

## Remedies

26.7 Any breach of this Clause shall be deemed a material breach under this Agreement.

## 27. Contract Orders

27.1 When Network Rail requires the Supplier to perform services pursuant to this Agreement, it shall issue to the Supplier a Contract Order in accordance with the process described in Schedule 5 stating:

271.1 the service to be executed pursuant to the Contract Order;

27.1.2 key dates for the performance of the service;

27.1.3 the lump sum price or other method of reimbursement for the provision of such service calculated on a fair and reasonable basis having regard to the rates and prices included in the Pricing Document; and

27.1.4 the method for calculating instalment payments in respect of such price.

27.2 When all of the elements of the Contract Order have been accepted or agreed pursuant to Clause 27.1, it shall be final and binding on the Parties and:

27.2.1 the service under that Contract Order shall form part of the Services;

27.2.2 the price shall form part of the Contract Price; and

27.2.3 the Supplier shall proceed to perform the service under that Contract Order and in accordance with the provisions of this Agreement.

27.3 Network Rail does not warrant the quantity of service to be instructed during the Term. Network Rail reserves the right to procure any item of service described in this Agreement from other suppliers or using its own staff.

## 28. BIM Building Information Modelling

The Supplier and Network Rail shall comply with their respective obligations set out in any BIM Protocol referred to in the Appendix or Contract Order. Any additional procedures or requirements which the Supplier is to adopt in support of or as part of the BIM Protocol and/or associated IT systems shall be set out in an Information Protocol. The Parties shall have the benefit of any rights granted to them in the BIM Protocol and of any limitations or exclusions of liability contained within it.

## 29. Freedom of Information

29.1 The Supplier acknowledges that Network Rail may be required, under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (collectively, the “**Information Acts**”) to respond to requests for information relating to the subject matter of this Agreement.

29.2 The Supplier shall (and shall procure that its Sub-Contractors shall):

29.2.1 provide all necessary assistance and cooperation as reasonably requested by Network Rail to enable it to comply with its obligations under the Information Acts;

29.2.2 transfer to Network Rail all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two Working

Days of receipt;

- 29.2.3 provide Network Rail with a copy of all information belonging to Network Rail requested in the request for information which is in its possession or control in the form that Network Rail requires within five Working Days (or such other period as Network Rail may reasonably specify) of Network Rail requesting such information; and
  - 29.2.4 not respond directly to a request for information unless authorised in writing to do so by Network Rail.
- 29.3 The Supplier acknowledges that Network Rail may be required under the Information Acts to disclose information (including Confidential Information) without consulting or obtaining consent from the Supplier.
- 29.4 Network Rail shall take reasonable steps to notify the Supplier of a request for Confidential Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000) to the extent that it is permissible and reasonably practical for it to do so and shall consider any reasonable and timely representations made by the Supplier regarding the application of exemptions to the requested information.
- 29.5 Notwithstanding any other provision in this Agreement, Network Rail shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the Information Acts.

### **30. Information Security**

The Supplier shall comply with Network Rail's Security Principles for Supplier Selection and Management Standard when stated as being applicable in the Appendix.

### **31. Equality and Diversity**

- 31.1 The Supplier shall perform its obligations under this Agreement in accordance with:
  - 31.1.1 all applicable equality Law (whether in relation to age, disability, gender reassignment, marriage or civil partnership status, pregnancy or maternity, race, religion or belief, sex or sexual orientation (each a "Relevant Protected Characteristic") or otherwise);
  - 31.1.2 Network Rail's equality, diversity and inclusion policy as published by Network Rail from time to time; and
  - 31.1.3 any other requirements and instructions which Network Rail reasonably imposes in connection with any equality obligations imposed on Network Rail at any time under applicable equality Law.
- 31.2 The Supplier shall take all reasonable steps to secure the observance of Clause 31.1 above by its employees, agents, representatives and Sub-Contractors.
- 31.3 The Supplier acknowledges that Network Rail is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination (on the grounds of a Relevant Protected Characteristic); to advance equality of opportunity, and to foster good relations, between persons who share a Relevant Protected Characteristic and persons who do not share it. In performing its obligations under this Agreement, the Supplier shall assist and co-operate with Network Rail where possible in satisfying this duty.



### **32. Real Living Wage**

- 32.1 The Supplier shall and shall also use reasonable endeavours to procure that its relevant sub-contractors (if any) shall:
- 32.1.1 ensure that none of its workers or its subcontractor's workers engaged in the performance of this Agreement in London and the rest of the UK and who would also satisfy the eligibility criteria set by the Living Wage Foundation (or any replacement thereof) is paid an hourly wage (or equivalent of an hourly wage) less than the Real Living Wage; and
- 32.1.2 co-operate and provide all reasonable assistance to Network Rail in monitoring the effect of the Real Living Wage.
- 32.2 If the Real Living Wage increases during the term of this Agreement, the Supplier shall not be entitled to adjust the Contract Price and the Parties agree and acknowledge that any increases in the Real Living Wage anticipated during the term of this Agreement have been factored into the Contract Price.
- 32.3 Any failure by the Supplier to comply with the provisions of Clause 32.1 shall be treated as a material breach under this Agreement.

### **33. Intermediaries Legislation (IR35) - Engagement of Off-Payroll service providers through the Supplier**

If stated in the Appendix or in a Contract Order, that the services provided through this Agreement are assessed by Network Rail to fall under the Intermediaries Legislation then:

- 33.1 The Supplier shall comply with the Intermediaries Legislation and all reasonable instructions and requests for information from Network Rail in respect thereof.
- 33.2 The Supplier shall advise Network Rail of any relevant changes in the status of Supplier Personnel.
- 33.3 The Supplier shall supply all the information required, and to any specified time, for Network Rail to report to the Department for Transport and HM Treasury as to compliance with the Intermediaries Legislation including the number of workers affected.
- 33.4 The Supplier shall be liable for and shall indemnify Network Rail against all and any loss, damage, cost, expense, liability, claims and proceedings whatsoever in respect of a failure of the Supplier to comply with this Clause 33.
- 33.5 Network Rail shall provide all reasonably requested information within a reasonable timescale to support the Supplier in its compliance with the Intermediaries Legislation.
- 33.6 Failure by the Supplier to comply with this Clause 33 shall be deemed to be a material breach of this Agreement.

**If so indicated in the Appendix the following Clauses 34 – 37 shall apply where the Supplier is required to carry out site investigation services.**

### **34. Site Security**

- 34.1 The Supplier shall maintain a record of all visitors to the site(s) and shall, if and when



instructed by Network Rail's Representative, give to Network Rail a list of names of all persons who have or are expected to visit the site(s), specifying the capacities in which they are so concerned, and giving such other particulars as Network Rail's Representative may reasonably require. The Supplier shall take all reasonable steps and all steps required by this Agreement to prevent unauthorised persons being admitted to the site(s).

- 34.2 Where access to the site(s) is required by way of Network Rail's land, the route of such access shall be approved by Network Rail's Representative. The Supplier shall be responsible for ensuring that no person employed on its behalf trespasses beyond the agreed limits of the working area or access route and shall, if required so to do, provide and maintain to the satisfaction of Network Rail's Representative temporary fencing of an approved type to prevent trespass on the railway or neighbouring land.
- 34.3 Passes are required for admission to the site(s) and Network Rail shall either issue them to the Supplier or arrange for their issue by the Supplier. The Supplier shall submit to Network Rail a list of the names of the relevant employees and other persons issued or to be issued with passes, and any other information which Network Rail's Representative reasonably requires. The passes shall be returned at any time on the demand of Network Rail's Representative and in any case on the completion of the Works.

### **35. Site investigation, contamination and pollution**

- 35.1 If during any site investigations, the Supplier encounters unforeseen contamination or hazardous conditions it shall immediately:

- (a) inform Network Rail's Representative;
- (b) take whatever steps if considers necessary to protect its staff and other persons and property and to secure the site insofar as is possible or safe;
- (c) notify any local or other authority of any potential risk to public health or safety;
- (d) notify Network Rail's Representative of the Supplier's assessment of the nature of the contamination or hazard.

If as a result of encountering such conditions it is necessary in the Supplier's opinion, whether for reasons of safety or protection of persons and property or otherwise to suspend the Services or part of the Services, it shall do so forthwith taking whatever steps may be necessary to secure the site and exclude access by unauthorised persons.

- 35.2 If the investigation is more hazardous than could have been foreseen, Network Rail's Representative shall:
- (a) after discussion with the Supplier and any local or other authority confirm or amend the steps taken by the Supplier under Clause 35.1(b);
  - (b) confirm or amend any suspension of the Services;
  - (c) issue a Variation of Services to which Clause 7 shall apply.

- 35.3 If during the carrying out of the Services, the Supplier shall encounter ground or geological conditions or other physical conditions which in its opinion make it necessary for the effectiveness of the investigation or for the adequacy of any report to vary the investigation or to continue the investigation to a greater extent than specified in this Agreement, it shall advise Network Rail's Representative immediately and request a Variation of Services. In the event that Network Rail's Representative is not available to issue a Variation of Services, the Supplier may continue such operations or change the mode of operation at its own discretion provided the additional cost of such changes does not exceed the sum specified in the Appendix. Any such change to the investigation shall be treated as though it

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was carried out pursuant to a Variation of Services and Clause 7 shall apply, unless Network Rail's Representative decides that the change was unnecessary.

- 35.4 On completion of a borehole to its specified depth or to a greater depth under Clause 35.3 the Supplier may unless this Agreement provides otherwise backfill the boreholes in accordance with good practice.
- 35.5 If this Agreement shall require or Network Rail's Representative directs the Supplier to make available on the site or elsewhere the services of suitably qualified persons for the description of soils and rocks, logging of trial pits, carrying out of geological and geotechnical appraisals, other intrusive surveys, other technical and advisory services (as appropriate) and the preparation of technical reports, the extent and scope of the service required shall be specified in the Contract Order.

### **36. Speed Restrictions, Track Possessions and/or Isolations**

- 36.1 The Supplier shall in all cases submit notice to Network Rail's Representative confirming any speed restrictions, track possession or isolation requirements in accordance with Network Rail's current planning procedures (or as otherwise laid down in this Agreement) in advance of any proposed commencement of Services on or near the railway lines.
- 36.2 Network Rail reserves the right to cancel or alter the dates and times of the agreed speed restrictions, track possessions or isolations at short notice if this proves necessary because of any emergency affecting the safe or uninterrupted running of rail traffic, but in such an event alternative arrangements will be made as soon as Network Rail's programme permits. Any such change shall be treated as though it was carried out pursuant to a Variation of Services and Clause 7 shall apply.
- 36.3 Where any part of the Services has to be carried out during an agreed period of a speed restriction, track possession or isolation, the Supplier shall make adequate arrangements to ensure that such part can commence as programmed, and can be completed as early as possible, and in any case within that period. The arrangements shall include the provision of sufficient and suitable equipment (including, where practicable, standby equipment) and sufficient labour.
- 36.4 Prior to the commencement of any speed restriction, track possession or isolation, if Network Rail's Representative is of the opinion that the Supplier has failed to comply with the requirements of this Clause, Network Rail's Representative may cancel the speed restriction, track possession or isolation, or reduce the extent of the Services that the Supplier may carry out during such speed restriction, track possession or isolation, and shall notify the Supplier accordingly.
- 36.5 If, during a speed restriction, track possession or isolation, Network Rail's Representative is of the opinion that the Supplier will be unable to complete the planned Services (or any revision thereof proposed by the Supplier) to Network Rail's Representative satisfaction so as to permit the termination of the speed restriction, track possession or isolation at the time agreed, then Network Rail's Representative may instruct the Supplier to reduce the extent of or vary the dates and times of the Services to be carried out during such speed restriction, track possession or isolation.
- 36.6 The Supplier acknowledges that Network Rail may incur additional costs as a result of the requirement to extend any speed restriction, track possession or isolation beyond the period agreed in accordance with sub-clause 36.1 and/or to use and/or obtain additional speed restrictions, track possessions or isolations in accordance with sub-clauses 36.4 and 36.5, and that subject to Clause 10 Network Rail shall be entitled to contra-charge the Supplier in respect of such costs to the extent they are due to a breach by the Supplier of the

**37. CDM Regulations**

- 37.1 The Principal Contractor for the Project is as stated in the Appendix. Where this role is fulfilled by the Supplier, the Supplier warrants that it is competent to accept this appointment and that it will properly perform all the duties required of a principal contractor under CDM 2015.
- 37.2 The “Principal Designer” (for the purposes of and as defined in CDM 2015) for the Project is as stated in the Appendix.

# NETWORK RAIL 3 (MT)

## **SCHEDULE 1: THE PROJECT AND SERVICES**

*Note: Include Annex 1 – Protection of Personal Data (template can be found on the Procurement Operations Hub) if processing of Personal Data is required*

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## SCHEDULE 2: CONTRACT REQUIREMENTS HSEA

# NETWORK RAIL 3 (MT)

## SCHEDULE 3: SUPPLIER KEY PERSONNEL

# NETWORK RAIL 3 (MT)

## SCHEDULE 4: PRICING DOCUMENT

# NETWORK RAIL 3 (MT)

## SCHEDULE 5: PROCESS FOR ISSUING CONTRACT ORDERS

Contract Orders shall be awarded < through a mini tendering process and/or by direct award> *(amend to suit requirements, but this must reflect what has been stated in the OJEU notice, other notifications to the supplier base and Gateway Strategy Papers. If direct award is allowed describe here the circumstances when this option will be utilised)*

### Mini Tendering *(delete if not used)*

All the Suppliers shall be invited to submit a tender. *(if this is not true define how it will work-rotation, lots etc)*

Network Rail shall issue the mini tender documentation in a format as directed by Network Rail's Representative. *(amend as appropriate—include in additional appendix if available)*

The Suppliers shall submit their tenders in a format as directed by Network Rail's Representative. *(amend as appropriate—include in additional appendix if available)*

Network Rail shall assess the tenders and select the most economically advantageous tender. *(amend as appropriate)*

The award criteria shall be *<insert details including a reasonable range in weightings that may be applied to each criteria>*

The successful Supplier shall be awarded the service through a Contract Order as shown in Appendix 1 to this Schedule. *(amend as appropriate)*

### Direct Award *(delete if not used)*

Network Rail may elect to direct award to one or more suppliers under the Agreement without a call for mini-competition. These services shall be priced using the rates and prices in Schedule 4 Pricing Document. *(amend as appropriate)*

The issue of the single source tender documentation, tender submissions and awards shall follow the same process as for mini tendering. *(amend as appropriate)*

### *Use of a Purchase Order in lieu of a Contract Order*

*For simple low value service requirements where the service is called off using contract rates and prices, a Purchase Order can be issued in lieu of a formal Contract Order. The agreement should describe when this approach will be taken and specifically state that a Purchase Order is deemed to be a Contract Order for the purposes of this Agreement.*

*The Purchase Order can include specific service requirements that require no further direction (e.g. provide 3 training courses of type x at location y and on z dates) or call off levels of service over a period of time for which Network Rail's Representative or his assistants will provide details (e.g. provide training courses x and xx over the next three months as directed by a n other).*

*All Purchase Orders are still required to be logged against the Contract Purchase Agreement (CPA).*

*If the service is to be called off using a catalogue provide details.*



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*If the Contract Order is to be executed as a deed, add appropriate sealing and signing boxes.*

# NETWORK RAIL 3 (MT)

## Schedule 5 – Appendix 1

### NR3 (MT) CONTRACT ORDER FORM

|                  |          |
|------------------|----------|
| Agreement Title: | CPA Ref: |
|------------------|----------|

To: From:  
Network Rail Infrastructure Ltd

|                |                    |
|----------------|--------------------|
| Contract Order | Title:             |
|                | Ref No:            |
|                | Purchase Order No: |
|                | Date of Issue:     |

|  |  |
|--|--|
| Duration of service and key dates for performance: |  |
| Payment instalment method:                         |  |
| Network Rail's Representative Assistants:          | Name:<br><i>Delegated all duties save for those in Clause 15 (add others as appropriate)</i> |
| Intermediaries Legislation:                        | Does not apply / Applies   |

In accordance with Agreement Clause 27 you are hereby instructed to carry out the following services:

*Add service and pricing details here including any BIM and Site Investigation requirements together with any additional requirements for the processing of personal data*

Lump Sum (if applicable) £

| For the Supplier    | For Network Rail<br>(with Authority to Contract) |
|---------------------|--|
| Signature:.....     | Signature:.....                                  |
| Printed Name: ..... | Printed Name: .....                              |
| Date:.....          | Date:.....                                       |

**APPENDIX 3:**  
**Indicative Technical Workscope for 'Developed Design' at Service Contract Award (Phase 3)**

## **APPENDIX 3: INDICATIVE TECHNICAL WORKSCOPE FOR 'DEVELOPED DESIGN' AT SERVICE CONTRACT AWARD (PHASE 3)**

### **Introduction**

You are invited to produce a 'Developed Design' based on your RIBA Competition submission to date.

### **Technical Deliverables**

The developed design deliverables may include the following:

1. A Diversity Impact Assessment (DIA) to demonstrate embedded thinking about diversity and inclusion, and to demonstrate that NR will meet its Public Sector Equality Duty (for further information see <https://www.networkrail.co.uk/who-we-are/diversity-and-inclusion/access-and-inclusion/inclusive-design/diversity-impact-assessments/>).
  2. A Design Panel and Accessibility Panel presentation.
  3. Structural Form 001 (as detailed in NR/L2/CIV/003) including calculations.
  4. Services scheme layout as a separate Form 001 (as detailed in NR/L2/CIV/003) including 1:5 details.
  5. Architectural Form 004 (as detailed in NR/L2/CIV/003).
  6. Structural and Architectural drawings describing the proposal - Plans, Sections and Elevations supported by critical details at 1:5 scale.
  7. 3 dimensional diagrams and visualisations of the station that are not site specific.
  8. A Materials and colour board, supported by specifications.
  9. A Design brochure which showcases the design qualities of the Design to both a technical and non-technical audience.
  10. A costed bill of quantities (note it is envisaged this would be undertaken by a quantity surveyor with experience of built environment projects in a railway environment).
  11. A buildability report (note it is envisaged this would be undertaken by a Contractor with experience of delivering built environment projects in a railway environment).
- Note:
    - Key Network Rail Assurance standards to be followed to produce the design are NR/L2/CIV/003 and NR/L2/INI/02009.

### **Pricing**

The following prices are required:

- Price for production of non-site specific developed design deliverables detailed above.
- Price for application of the design to 2 number specific sites (photorealistic visualisations only)
- Hourly rates for additional work beyond the programme period covering all grades of members in your team.

Should the proposals exceed the available budget, NR reserves the right to remove any of the above items from the awarded scope of work.

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**Technical Content**

Your submission shall include the following information;

- Composition and organisation of the specialist design team
- CVs of key participating designers
- Statement on design methodology
- Design approach and innovative suggestions

**Programme**

To be agreed with Network Rail

**APPENDIX 4:**  
**Indicative Workscope associated with potential future call-off for 'Technical Design'**

## **APPENDIX 4: INDICATIVE WORKSCOPE ASSOCIATED WITH POTENTIAL FUTURE CALL-OFF FOR 'TECHNICAL DESIGN'**

### **Introduction**

You are invited to undertake a site specific 'Technical Design' based on your previously Network Rail approved 'Developed Design'.

### **Technical Deliverables**

The technical design deliverables may include the following:

1. A Diversity Impact Assessment (DIA) to demonstrate embedded thinking about diversity and inclusion, and to demonstrate that NR will meet its Public Sector Equality Duty (for further information see <https://www.networkrail.co.uk/who-we-are/diversity-and-inclusion/access-and-inclusion/inclusive-design/diversity-impact-assessments/>).
  2. A Design Panel and Accessibility Panel presentation.
  3. Structural Form 002 and 003 (as detailed in NR/L2/CIV/003) including calculations.
  4. Services scheme layout as a separate Form 003 (as detailed in NR/L2/CIV/003).
  5. Architectural Form 004 (as detailed in NR/L2/CIV/003).
  6. Structural and Architectural drawings describing the proposal - Plans, Sections and Elevations etc.
  7. 3 dimensional diagrams and visualisations of the station that are site specific.
  8. A Materials and colour board, supported by specifications.
- Note:
    - Key Network Rail Assurance standards to be followed to produce the design are NR/L2/CIV/003 and NR/L2/INI/02009.

### **Pricing**

The following prices are required:

- Price for production of site-specific technical design deliverables detailed above.
- Hourly rates for additional work beyond the programme period covering all grades of members in your team.

## **Technical Content**

Your submission shall include the following information;

- Composition and organisation of the specialist design team
- CVs of key participating designers
- Statement on design methodology
- Design approach and innovative suggestions

## **Programme**

To be agreed with Network Rail



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