

Annex A

Request Form (Mini-Competition)

Framework Number: ITC11445

Request Form Number: ITC11445/13

To: Probrand LTD

Address: Probrand Limited, 45-55 Camden Street, Birmingham B1 3BP

From: Transport for London

Date: 28/10/2014

This is a Request Form for the provision of Deliverables in accordance with this Framework Agreement referenced above. This is an enquiry document only, constituting an invitation to treat and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Contracting Body; however such acceptance will not occur unless and until the Contracting Body posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Deliverables required by the Contracting Body, the commercial model to be used and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Your Proposal will be assessed against those submitted by other service providers as part of a Mini-Competition process. The Contracting Body will award the relevant Call-Off Contract to the Service Provider with the Proposal that is the most economically advantageous with reference to the assessment criteria set out in Attachment 1.

You must complete and return your Proposal by 07/11/2014. Please e-mail your Proposal, and send a paper copy to:

Name: Neil Galbraith
e-mail address: neilgalbraith@tfl.gov.uk

Postal address:

Telephone: 0207 027 8696

Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding this Framework Agreement should be directed to the Commercial Manager named in this Framework Agreement.

Signed: Neil Galbraith
for and on behalf of the Contracting Body

Attachments: Attachment 1: Deliverables to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Draft Call-Off Contract

Attachment 1



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Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution



Probrand ICT11445
-13 Response.pdf

The Service Provider should detail how it proposes to deliver the Deliverables set out in Attachment 1, including attaching an Implementation Plan, details of any equipment and materials required and service levels. The Service Provider should respond to all questions and requirements asked/asked for in Attachment 1, which may include:

- *details of ability to comply with the technical and/or functional specifications and/or any service levels (as applicable)/response times/delivery times of any Deliverables required by the Contracting Body to be delivered or achieved by the Service Provider;*

- *details of your Equality Policy if required;*

In relation to Services:

- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *Details of any Key Personnel;*
- *estimated time-lines for each of the Milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (see section 2 below);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply (see section 2 below);*
- *any materials, equipment or goods required to provide the Deliverables, including Service Provider IPR deliverables and Third Party IPR deliverables and any the Contracting Body will own;*
- *any material assumptions or facts relied upon by the Contracting Body in compiling it and any other material information which relates to the Deliverables required to be provided and/or performed;*
- *Whether a Disaster Recovery Plan is required;*
- *Service levels, and measurement thereof;*
- *the warranties and/or representations it can offer including any Standard Warranties and Extended Warranties.*

2. Charges

The Service Provider should set out the Charges for the Deliverables required, their provision and the contract model as set out in Attachment 1, taking into account that, where and to the extent applicable, the rates and mechanisms used to calculate the Charges shall not exceed the rates and shall utilise the mechanisms set out in Schedule 3 of this Framework Agreement.

3. If required in Attachment 1, Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. If required in Attachment 1, Experience

An outline of relevant past work or projects including references;

5. Proposed Sub-Contractors (if any)

Name and contact details of proposed Sub-Contractors and details of any proposed sub-contracted work:

6. Proposed completion date

Complete only if different from duration/expiry date stated in Attachment 1.

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Bidder to please add a suitable exit plan.

9. Other Information

Attachment 3

Special Conditions for Call-Off



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Appendix 3

Call-Off Contract Template

Framework Agreement Number: ITC11445

Call-Off Contract Number: ITC11445/13

THIS CALL-OFF CONTRACT is made the 8th day of December 2014

BETWEEN:

- (1) Transport for London (“the Contracting Body”); and
- (2) [Probrand LTD], a company registered in England and Wales (Company Registration Number [2653446]) whose registered office is at [Probrand Limited, 45-55 Camden Street, Birmingham B1 3BP] (“the Service Provider”).

RECITALS:

- A. The Contracting Body and the Service Provider have entered into an agreement dated 8th day of December 2014 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Body or the Contracting Body (“the Framework Agreement”).
- B. The Contracting Body wishes the Service Provider to provide the specific Deliverables described in this Call-Off Contract pursuant to the terms of the Framework Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Deliverables on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. **CALL-OFF CONTRACT**
 - 1.1 The terms and conditions of the Framework Agreement shall be incorporated into this Call-Off Contract.
 - 1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. DELIVERABLES

- 2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Call-Off Contract and the Deliverables to be provided and that it has made all appropriate and necessary enquiries to enable it to provide the Deliverables under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Framework Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Deliverables to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator and Commercial Manager any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Deliverables to be provided by the Service Provider and the corresponding Milestones (if any) and Key Milestone Dates (if any) and Implementation Plan (if any) are set out in Attachment 1. The Service Provider must provide the Deliverables in respect of this Call-Off Contract in accordance with such timings and the Service Provider must pay liquidated damages in accordance with the Framework Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Deliverables in order to meet a Milestone and Key Milestone Dates. [Time shall be of the essence in relation to the Key Milestone Dates] where stated in the Implementation Plan.]
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Deliverables provided to the Contracting Body under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to the provisions of the Framework Agreement, shall continue in force for 4 years (48 Months) unless terminated earlier in whole or in part in accordance with the Framework Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Framework Agreement. The Service Provider shall submit invoices in accordance with the Framework Agreement and the Charges shall be paid in accordance with this Call-Off Contract.

5. CALL-OFF CO-ORDINATOR /COMMERCIAL MANAGER AND KEY PERSONNEL

The Contracting Body's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [*Contracting Body*]

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of [*the Service Provider*]

Signature: _____

Name: _____

Title: _____

Date: _____

