

DIRECT Request Form

Framework Number: TfL/PSF-91310 – PPMCS Task 16

Request Form Number: 01

To: Mott MacDonald

Address: 2nd Floor, East Wing, 69-75 Thorpe Road, Norwich, NR1 1UA

From: Transport For London

Date: 7th April 2015

This is a Direct Request Form for the provision of *services* in accordance with the 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 *Employer*; however such acceptance will not occur unless and until the *Employer* posts notice of acceptance to you.

Attachment 1 of this Direct Request Form sets out the Call-Off Contract Data Part One.

In your Proposal, you must respond by completing the Call-Off Contract Data Part Two and Schedule 7B, Form of Agreement.

If you intend to propose a cap on liability you must complete and submit with your Proposal justification for the proposed cap, in the form of a completed risk assessment in a form reasonably required or approved by the *Employer*. The *Employer* is not under any obligation to agree to any such proposed cap.

The *Employer* is under no obligation to award any Call-Off Contract as a result of this Direct Request Form. The *Employer* shall not be liable for any costs, charges or expenses borne by you or on your behalf whether or not you are awarded a Call-Off Contract, which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process.

You must complete and return your Proposal by 10th April 2015. Please e-mail to send your Proposal, see details below:

Name: Shaheen Lodhi

e- mail address: [REDACTED]

Any queries regarding this Direct Request should be directed to the above via e-mail. Any queries regarding the Framework Agreement should be directed to the Procurement Manager named in the Framework Agreement.

Signed: Shaheen Lodhi, Commercial Manager

for and on behalf of Transport for London

Attachments: Attachment 1: Call-Off Contract Data Part One and Call Data Part Two
Attachment 2: Form of Agreement – Schedule 7B.

ATTACHMENT 1

CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

	Completion of the data in full, according to the chosen options, is essential to create a complete contract.
Statements given in all contracts	
1 General	<ul style="list-style-type: none">• The <i>conditions of contract</i> are the core clauses as may be amended or supplemented by the clauses for Main Option A and Secondary Options X2, X18 each as may be amended or supplemented by the LUL, all as attached to the Transport for London Professional Services Framework Agreement.• The <i>Employer</i> is Name: London Underground Limited Address: 1st Floor, 200 Buckingham Palace Road, London, SW1W 9TJ• The <i>Employer's Agent</i> is Name: Martyn Quarterman, Senior Project Manager Address: 1st Floor, 200 Buckingham Palace Road, London, SW1W 9TJ• The authority of the <i>Employer's Agent</i> as set out in Option X10• The <i>services</i> are are included for the provision of Cost Consultants for TfL/PSF-91306 – PPMCS Task 16 – Estimating Book Maintenance Consultants.• The <i>language of this contract</i> is English• The <i>law of the contract</i> is the law of England and Wales• The <i>period for reply</i> is 1 weeks.• The <i>period for retention</i> is 12 years following Completion or earlier termination.• The <i>tribunal</i> is the courts of England and Wales• The following matters will be included in the Risk Register N/A
2 The Parties' main responsibilities	<ul style="list-style-type: none">• The <i>Employer</i> provides access to the following persons, places and things access to 1st Floor, 200 Buckingham Palace Road, London, SW1W 9TJ access date 1st April 2015
3 Time	<ul style="list-style-type: none">• The <i>starting date</i> 1st April 2015• The <i>Consultant</i> submits revised programmes at intervals no longer than those instructed by the <i>Employer's Agent</i>.

4 Quality

- The quality policy statement and quality plan are provided within **2 weeks** of the Contract Date – Not Required.

- The *defects date* is **52 weeks** after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is **4 weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is **2% per annum above the base rate of the Bank of England**.

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	cover	Period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the degree of reasonable skill, care and diligence normally used by competent professionals experienced in providing services similar to the <i>services</i> in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	<p>██████████</p> <p>██████████</p> <p>██████████ .</p> <p>....</p> <p>for each and every claim and in the aggregate per annum</p>	<p>██████████</p>
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p>██████████</p> <p>██████████</p> <p>██████████</p> <p>....</p> <p>in respect of each claim, without limit to the number of claims [with financial loss extension cover]</p>	<p>██████████</p>
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract.	<p>██████████</p> <p>██████████</p> <p>.....</p> <p>....</p> <p>in respect of each claim, without limit to the number of claims</p>	<p>██████████</p>

- The *Consultant's* total liability to the *Employer* for all matters

arising under or in connection with this contract, other than the excluded matters, shall be limited to 3 times the commission total.

Optional statements

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is 31st March 2016.

If the *Employer* states any *expenses*

- No expenses will be paid in respect of the *services* provided under this call off contract.
- With the exception of the following expenses to be paid only for the following:
- Karl Horton – Project Manager [REDACTED]
- Sam Wenham – Senior Data Analyst [REDACTED].

If Option C or E is used

- The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than that specified by the *Employer's Agent*.
- The *exchange rates* are not used, all payments are to be made in the *currency of this contract*

CALL OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The *Consultant* is Mott MacDonald

Name Karl Horton
Address: 2nd Floor, East Wing, 69-75 Thorpe Road, Norwich, NR1 1UA.

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- The *key persons* are

Project Director (Estimating)	Richard Robinson
Project Manager	Karl Horton
Senior Data Analyst	Sam Wenham
Data Analyst	Addil Arif
Data Analyst – Cost Drivers	Rhys Tyler
Junior Data Analyst – Book Production	Adam Symonds
Graphic Design/Typesetting	Rachael Croft

- The *staff rates* are
Name / designation

Project Director (Estimating) Richard Robinson	██████████
Project Manager Karl Horton	██████████
Senior Data Analyst Sam Wenham	██████████
Data Analyst Addil Arif	██████████
Data Analyst – Cost Drivers – Rhys Tyler	██████████
Junior Data Analyst – Book Production – Adam Symonds	██████████
Graphic Design/Typesetting Rachael Croft	██████████

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- The following matters will be included in the Risk Register
N/A

Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is 31st March 2016

- The tendered total of the price is: [REDACTED]

TfL will not reimburse any additional costs for time, input, resource or other without prior written consent from TfL's employing manager.

Total commission value [REDACTED]

Table 3, Contractors Proposal:



Adobe Acrobat
Document

Table 4, Contract Particulars:

Contract Number: TfLPSF/91306 – PPMCS – Task 16
The Contract Commencement Date is: 1 st April 2015 The Service Commencement Date is: 1 st April 2015 The Term is: 228 days, with the Completion Date 31 st March 2016.
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's Contract Manager is: Martyn Quarterman, Senior Project Manager, 1 st Floor, 200 Buckingham Palace Road, London, SW1W 9TJ
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's Procurement Manager is: Shaheen Lodhi. Commercial Manager, 42-50 Windsor House, Victoria Street, London, SW1H 0TL
In accordance with Clause 8.5 of the short form Conditions of Contract, the Consultant's Key Persons are: Richard Robinson, Karl Horton, Sam Wenham, Addil ARif, Rhys Tyler, Adam Symonds, Rachael Croft (Mott MacDonald).
Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract - termination without cause.
Special Conditions of Contract: Schedule 2 of the Conditions of Contract shall apply Secondary Options X18 Liability limited to three times the contract value
Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract) Clause 5.1 The payment period shall be 4-weekly Clause 5.4 Payment must be made within 30 days of receipt of invoices.
Address where invoices shall be sent: Accounts Payable, PO Box 4527, London, SE10 1AJ
Other:

