

SCHEDULE 5

DIRECT Request Form

Framework Number: TfL91306 – Project & Programme Management & Commercial Services
Request Form Number: PPMCS Task 81, Lot 14 Procurement

To: Gardiner & Theobald,

Address: [REDACTED]

From: Transport for London

Date: 6th June 2016

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 and other relevant information, including the Scope.

In your Proposal, you must respond by completing the Call-Off Contract Data Part Two.

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 and signed contract by 8th June 2016. Please e-mail your Proposal and signed Contract to the following:

Name:

e- mail address:

[REDACTED]

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

Signed:

[REDACTED]

for and on behalf of Transport for London

Attachments: Attachment 1: Call-Off Contract Data Part One and other relevant information, including the Scope

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

- The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for Main Option E and Secondary Options X10 X18 each as may be amended or supplemented by the LUL Requirements the LUL Nominee BCV/SSL Requirements all as attached to the Transport for London Professional Services Framework Agreement).
- The *Employer* is
Name . Transport for London
Address [REDACTED],
[REDACTED]
- The *Employer's Agent* is
Name [REDACTED]
Address [REDACTED],
[REDACTED]
- The authority of the *Employer's Agent* is as set out in Option X10
- The *services* and *scope* are included for the provision of Consultancy Services in the form of **PPMCS Task 81, NTfL Commercial Services Partner**
- The *language of this contract* is **English**
- The *law of the contract* is **the law of England and Wales**
- The *period for reply* is **2 weeks.**
- The *period for retention* is **12 years following Completion or earlier termination.**
- The *tribunal* is **the courts of England and Wales**
- The following matters will be included in the Risk Register

N/A

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things

access to

access date

Templar House

4th April 2016 until 31st March 2017

3 Time

- The *starting date* is **4th April 2016**
- The *Consultant* submits revised programmes at intervals no longer than those instructed by the *Employer's Agent*.

4 Quality

- The quality policy statement and quality plan are provided within **2 weeks** of the Contract Date, or as stated here
- 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	£2,000,000 or as stated below for each and every claim and in the aggregate per annum	12 years

complexity to the Works (professional indemnity insurance)		
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>£5,000,000.00 or as stated below</p> <p>.....</p> <p>.....</p> <p>in respect of each claim, without limit to the number of claims [with financial loss extension cover]</p>	12 years
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>£5,000,000.00 or as stated below</p> <p>.....</p> <p>.....</p> <p>in respect of each claim, without limit to the number of claims</p>	12 years

- [REDACTED]

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 **30th March 2017. There will be no extensions to this.**

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance as required by the *Employer's Agent*.

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are, no expenses will be paid in respect of the *services* provided under this call off contract.

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

Name: Gardiner & Theobald

Address: [REDACTED]

- The *key persons* are

(1) [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]

- 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 2017

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

TfL PSFW91306 Project & Programme Management & Commercial Services Terms and Conditions will apply.

IN WITNESS whereof this Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.

Signed by)
for and on behalf of)
The *Employer*)

Signature

Print name and position

Date:

Signed by)
for and on behalf of)
The *Consultant*)

Signature

Print name and position

Date: