



Call-Off Contract

BMC AGENT LICENCES AND 5 YEARS SUPPORT AND MAINTENANCE

Framework Number: ITC11445 – Reseller and Associated Services

Request Form Number: ITC11445/237_ICT12453

THIS CALL-OFF CONTRACT is made 24th June 2016

BETWEEN:

- (1) Transport for London (“the Authority”); and
- (2) **Insight Direct (UK) Ltd** registered in England and Wales with registration number 2579852 and whose registered office is at: The Technology Building, Insight Campus, Terry Street, Sheffield, South Yorkshire S9 2BU

RECITALS:

A. The Contracting Body and the Service Provider have entered into an agreement dated August 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



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 **INSIGHT DIRECT (UK) LTD**

Signature: _____

Name: _____

Title: Contracts Manager

Date: 27th June 2016

SIGNED

For and on behalf of Transport for London

Signature: _____

Name: _____

Title: _____

Commercial Manager

Date: _____

28/6/16



Attachment 2

Service Provider's Proposal

1. Charges

Please note that this pricing applies if a PO is raised before 29/06/2016

	Qty	Part No	Description	Unit Cost	Total Cost	Comments
BMC Agents	120	LAX29.0 .00	BMC ProactiveNet Performance Management - Server Monitoring and Analytics			
BMC Agents	28	LAV54.0 .00	Sentry Monitoring Studio for TrueSight Operations Management			
BMC Agents	36	LAY41.0 .00	Sentry Microsoft Applications Analyzer for TrueSight Operations Management			
BMC Agents	36	LAX31.0 .00	BMC ProactiveNet Performance Management - Application, Database and Middleware Monitoring and Analytics			
BMC Agents	1	LPBTT. 0.0.00	BMC TrueSight Operations Management - Base License			
BMC Agents	1	LYV39.0 .00	Sentry for TrueSight Operations Management - Base License			
Support and Maintenance for 5 years						



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2. Key Personnel (If applicable)

██████████ *Central Government Account Manager | Insight UK Ltd* | ██████████
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3. Proposed sub-contractors (if any)

N/A

4. Proposed completion date

The five year Support and maintenance to commence once licences have been deployed and activated by TFL.



Annex 1 to Call-Off Contract

Change Control Procedures

1. Principles

- 1.1 Where the Contracting Body or the Service Provider sees a need to change any of the Deliverables, the TfL Group's Service Manager may at any time request, and the Service Provider's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure ("CCP") as set out at paragraph 2.
- 1.2 Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).
- 1.3 Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Contracting Body and the Service Provider shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.
- 1.4 Any discussions which may take place between the Contracting Body and the Service Provider in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.
- 1.5 Any work undertaken by the Service Provider which has not been otherwise agreed in accordance with the provisions of this Annex 1 shall be undertaken entirely at the expense and liability of the Service Provider.

2. Procedures

- 2.1 Discussion between the Contracting Body and the Service Provider concerning an amendment to the Services shall result in any one of the following:
 - 2.1.1 no further action being taken;
 - 2.1.2 a request to amend the Services by the Contracting Body; or
 - 2.1.3 a recommendation to amend the Services by the Service Provider.
- 2.2 Where a written request for an amendment is received from the Contracting Body, the Service Provider shall, unless otherwise agreed, submit two (2) copies of a Change Control Note ("CCN") signed by the Service Provider to the Contracting Body within seven days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).



- 2.5.2.1 request further information, or
 - 2.5.2.2 arrange for two (2) copies of the CCN to be signed by or on behalf of the Contracting Body and return one of the copies to the Service Provider; or
 - 2.5.2.3 notify the Service Provider of the rejection of the CCN.
- 2.6 A CCN signed by the Contracting Body and by the Service Provider shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed.



- the Documentation to be provided
- the training to be provided;
- working arrangements;
- other contractual issues.

Supplier Proposal attached for further information.

I request that the described change be considered for inclusion in the Agreement.

Approved by the Originator:

Name

Signature

Date/...../.....

Approved by the Authority:

Name

Signature

Date/...../.....

Approved by the Service Provider:

Name

Signature

Date/...../.....