

10.1.2 An out of hours number in the event that an urgent request or contact needs to be made;

10.1.3 A formal procedure and timescales to handle any issues or complaints arising from the duration of this Framework Agreement. The expectation is that any complaints made by the Authority by email or formal letter must be acknowledged by the Service Provider in writing within 12 hours and a detailed explanation /response within 5 working days;

10.1.4 A corrective action log and report may be required at the Authority's discretion.

11. Reporting and Monitoring

11.1 The Account Manager or Deputy shall:

11.1.1 Attend review meetings with the Authority Contract Manager as required. These will usually take place on a quarterly basis, but may take place more frequently if required;

11.1.2 Provide monthly MI reports as specified by the Authority.

12. Invoicing

12.1 The Service Provider shall:

12.1.1 Produce separate invoices for each GLA Functional Body electronically) on a 4-weekly basis.

12.1.2 Ensure that Invoices for Note Taking Services for each Authority's investigation cases shall state the investigation case reference number(s) if applicable.

12.1.3 Ensure that Invoices include any other relevant information as may be requested by the Authority

12.2 Invoices for each Functional Body shall include a Purchase Order (PO) number and be sent directly to their individual addresses as follows:

Transport for London
TfL Accounts Payable
P O Box 45276 Pier Walk,
London
SE10 1AJ

Metropolitan Police Service (MPS) /Mayor's Office for Policing and Crime (MOPAC)

Metropolitan Police Service: Accounts Payable
10th Floor, Empress State Building
Empress Approach, Lillie Road
London
SW6 1TR

All the other Functional Bodies Invoice addresses will be confirmed as and when they decide to utilise Lot 2 under this Framework Agreement.

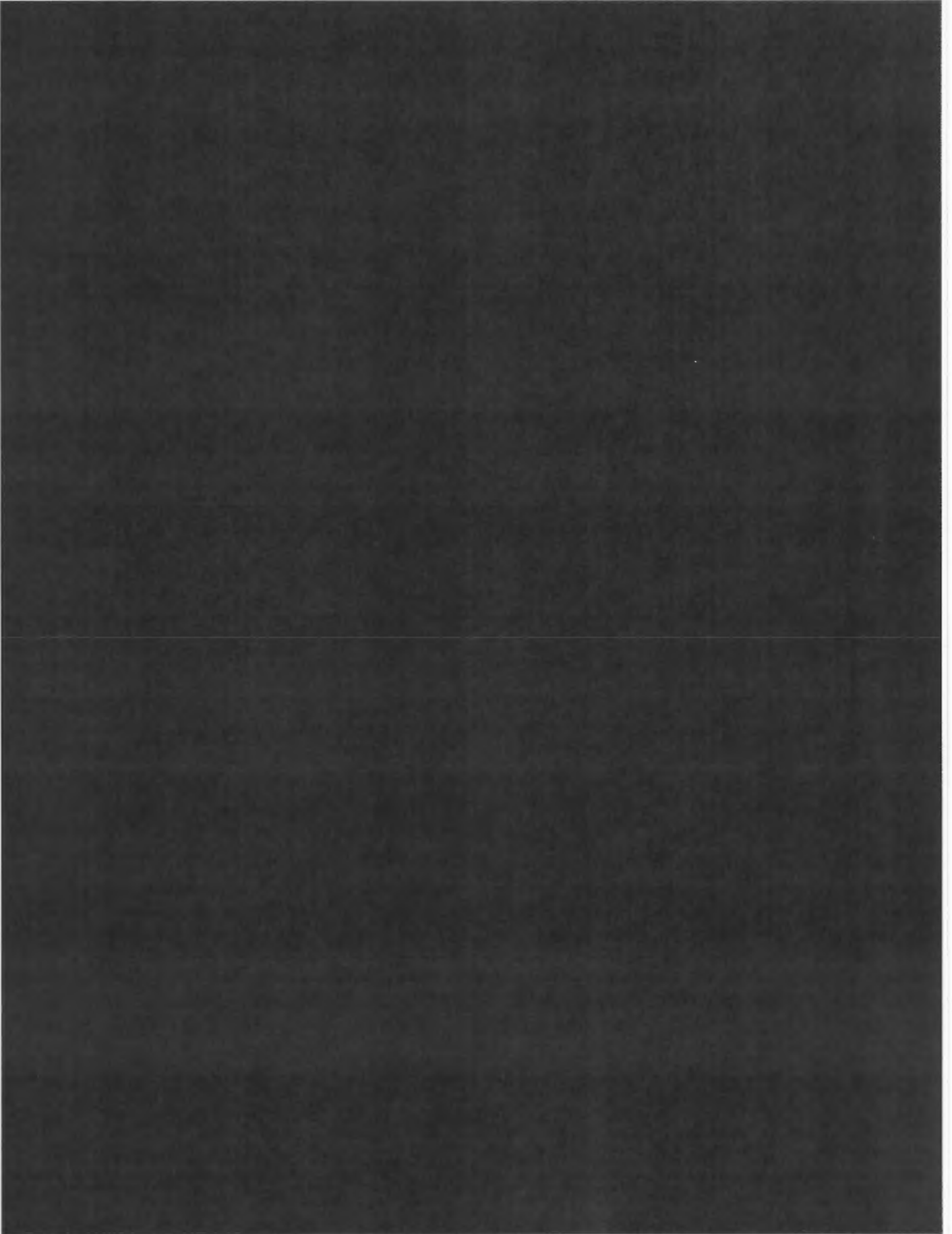
13. Indicative Volumes

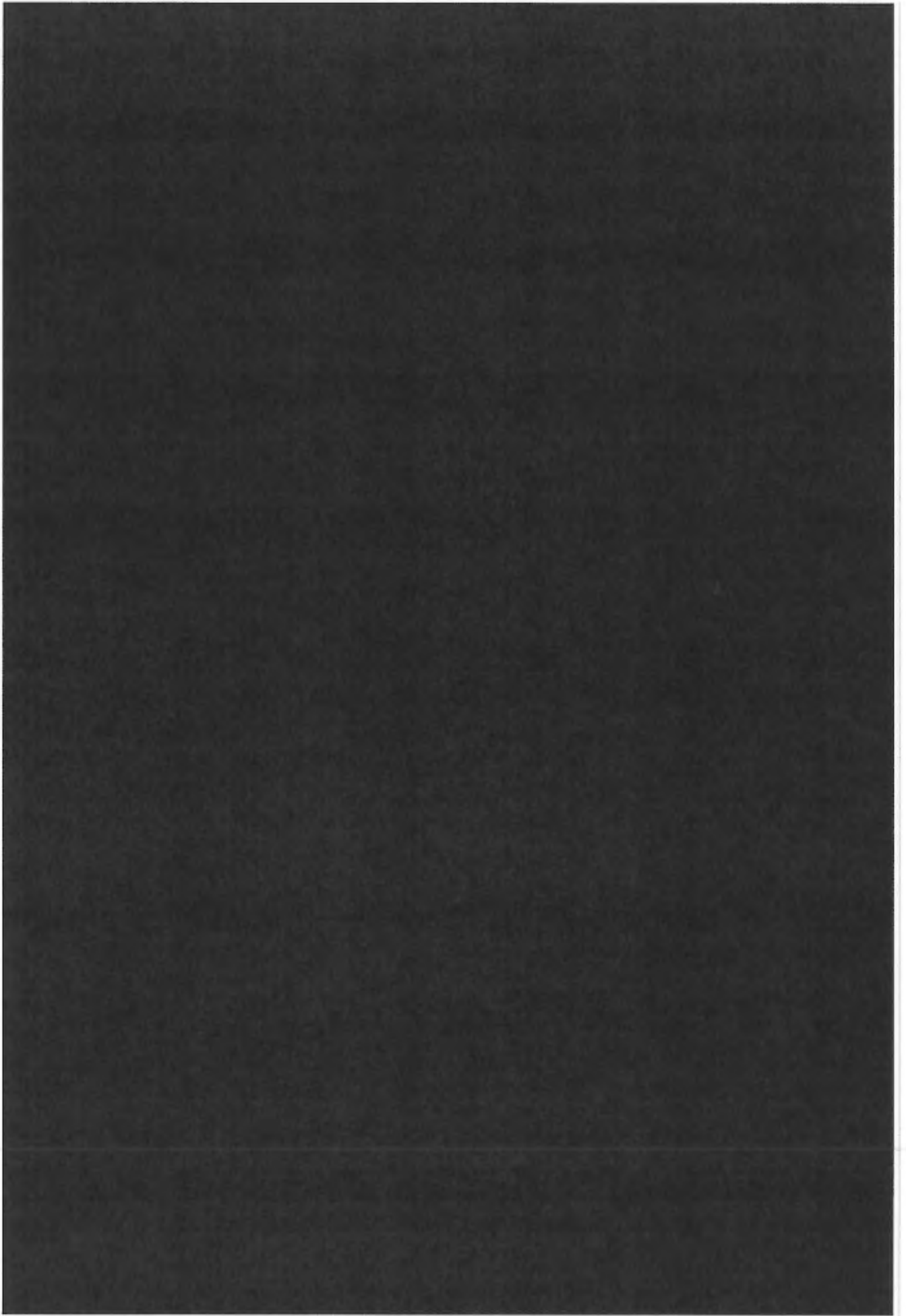
- 13.1 The table below shows transactions made during the financial year 2014 – 2015 as follows:

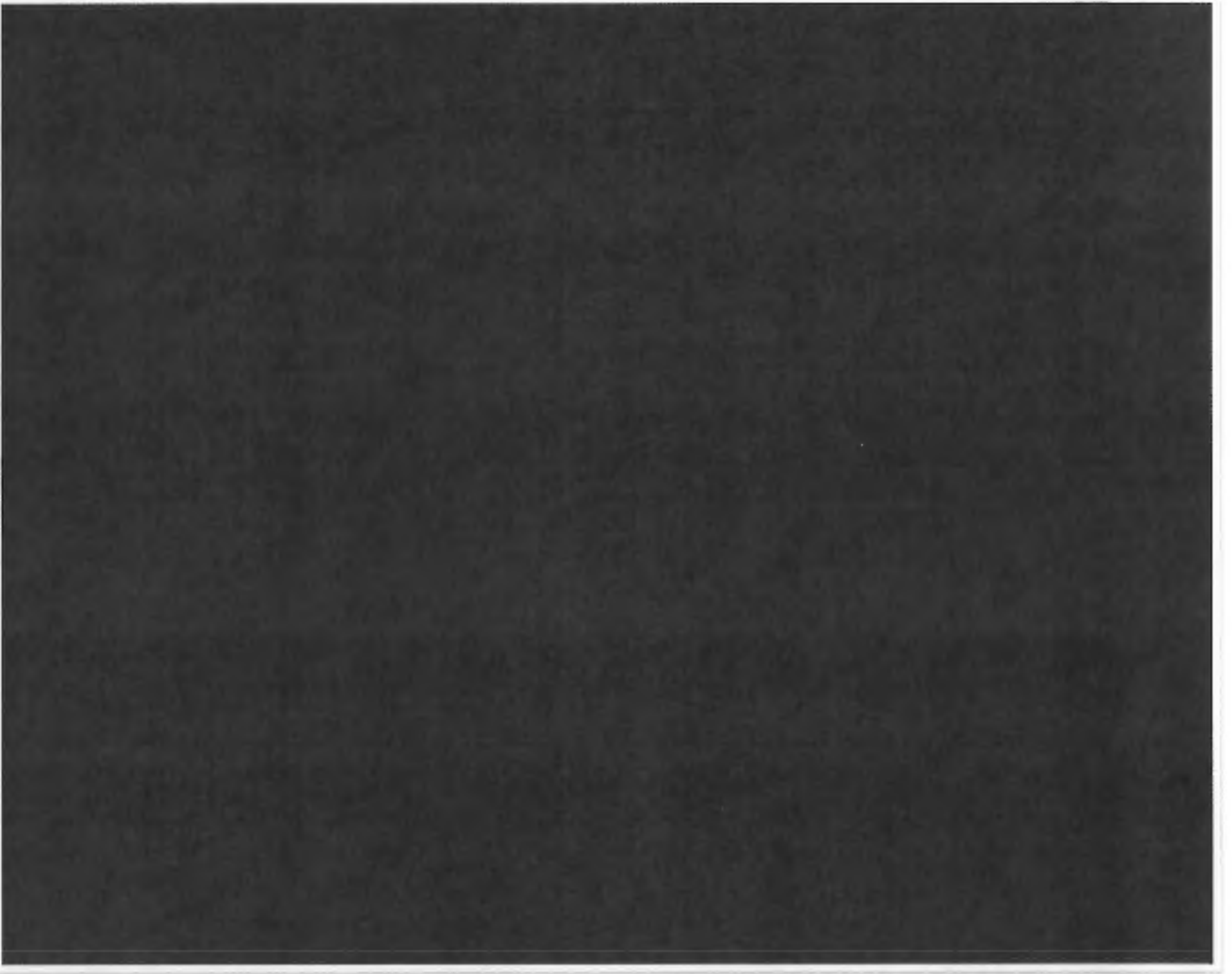
Details of Transaction	Volumes
General Note Taking	127

- 13.2 The Functional Bodies do not give any guarantees as to the volume of Transactions as these figures are indicative and the transactions may increase or decrease during the duration of the Framework Agreement.

SCHEDULE 4 –CHARGES







SCHEDULE 5A - REQUEST FORM (IDENTIFIED SERVICE PROVIDER)
- NOT USED

Request Form Number:

Date:

Attachments: Attachment 1: Services to be provided and other relevant information
Attachment 2: Service Provider's Proposal
Attachment 3: Special Conditions for Call-Off
Draft Call-Off Contract

SCHEDULE 5B - REQUEST FORM (MINI-COMPETITION) – NOT USED

Framework Number:

Request Form Number:

To:

Address:

From:

Date:

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

Attachment 1 of this Request Form sets out the Services required by the Authority, 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. Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

Your Proposal will be assessed against those submitted by other service providers as part of a Mini-Competition process. The Authority 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 []. Please e-mail your Proposal, and send a paper copy to:

Name:

e- mail address:

Postal address:

Telephone:

Fax:

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

Signed: _____

for and on behalf of the Authority

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

Attachment 2: Service Provider's Proposal.

Attachment 3: Special Conditions for Call-Off and Draft Call-Off Contract

Attachment 1 – NOT USED AS SPECIFICATION INCLUDED IN SCHEDULE 3

1. Services to be provided and associated information

[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

- details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- Working Hours;*
- CVs of the Personnel to be working on the project;*
- estimated time-lines for each of the milestones and for the overall project;*
- the Service Provider's best price offer based on charges (subject to Schedule 4);*
- the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- Service levels, and measurement thereof;*
- any warranties and/or representations required from the Service Provider.]*

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:
Call-Off Term:

4. The Authority Account Details

Relevant account code and cost centre:

5. The Authority's Call-Off Co-ordinator

Name:
Address:
Phone:
Fax:
Email:

6. Additional insurance (if any) to be held by Service Provider:

[Delete as appropriate]

- a) Employer's liability insurance to be increased to £[X] million per incident;
- b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

7. Assessment Criteria – FOR MINI COMPETITION ONLY (N/A)

Attachment 2 - NOT USED

Proposal

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

3. 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. Experience

An outline of relevant past work or projects including references;

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) 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. Other Information

Attachment 3 – NOT USED
Special Conditions for Call-Off

(SEPARATE CALL-OFF CONTRACTS WILL BE COMPLETED AND SIGNED OFF BY EACH FUNCTIONAL BODY)

Call-Off Contract Number:

BETWEEN:

(2) [], a company registered in England and Wales (Company Registration Number []) whose registered office is at [] (“the **Service Provider**”).

A. The Contracting Authority and the Service Provider entered into an agreement dated [] which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority (“**the Agreement**”).

B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

1. CALL-OFF CONTRACT

1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

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- 2.1 The Services to be performed 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 the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services 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 Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator 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 Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 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 Services provided to the Authority 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 Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the 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 Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority'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 [*Authority*]

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

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

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

(INCLUDED IN EACH FUNCTIONAL BODIES' CALL OFF CONTRACT)

1. Services to be provided

2. Timetable

Commencement date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

Attach Project Plan (if any) (including Milestones if applicable)

3. Expenses

Expenses (if any) that the Service Provider may claim:

4. Authority Account Details

Relevant account code and cost centre:

5. Address for Invoices

Address where invoices shall be sent: [Authority]
Accounts Payable
[PO Box]
London
[Postcode]

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

Date/Period for submission of Invoices: *[Insert time or period for the submission of invoices by the Service Provider in accordance with Clause 7.1 of the Agreement]*

6. Authority Call-Off Co-ordinator

Name:
Address:
Phone:
Fax:
Email:

7. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice:

8. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2 – NOT USED

(INCLUDED IN EACH FUNCTIONAL BODIES' CALL OFF CONTRACT)

1. Charges

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3 – NOT USED

Special Conditions for Call-Off

(INCLUDED IN EACH FUNCTIONAL BODIES' CALL OFF CONTRACT)

SCHEDULE 7 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 32 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form, must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

**SCHEDULE 8 – CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

NOT USED

SCHEDULE 9 – RE-TENDER COOPERATION

9.1 As detailed in section 9 of the Lot 2 Specification as follows:

Exit Strategy

The Service Provider shall be required to have an exit strategy in place with a formal process to be followed, in order to ensure that there is a smooth handover to the new Service Provider at the end of the Framework Agreement. There should be no disruption to the service being delivered throughout the handover.