

Annex B

Call-Off Contract

Framework Agreement Number: ITC11445

Call-Off Contract Number: ITC11445/433

THIS CALL-OFF CONTRACT is made the day of 18 December 2017.

BETWEEN:

- (1) Transport for London ("**the Contracting Body**"); and
- (2) Proband Ltd, a company registered in England and Wales (Company Registration Number 2653446) whose registered office is at 37-35 Camden Street, Birmingham, West Midlands B1 3BP ("**the Service Provider**").

RECITALS:

- A. The Contracting Body and the Service Provider have entered into an agreement dated 29 July 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 from 31 December 2017 until 30 December 2018 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: _____ Assistant Commercial Manager _____

Date: _____ 18 December 2017 _____

SIGNED

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

Signature: _____

Name: _____

Title: _____ Tender Specialist _____

Date: _____ 20 December 2017 _____

Attachment 1

1. Requirement

This is the Request for Quotation (RfQ) for the provision of ARCH Forms Lifecycle Manager software licence renewal, support and maintenance for the period of one (1) year beginning 1st January 2018 for Transport for London (TfL).

A quote is to be provided for one (1) year period.

Background

ARCH FLM is an E-forms management solution for SAP. It enables the configuration and development of end-to-end forms-based processes using multiple user interface technologies and with ARCH FLM TfL can manage the lifecycle of our e-forms processes. TfL procured the Forms Lifecycle Manager licences in 2015 alongside the support and maintenance. Forms Lifecycle Manager (FLM) is one of the key licences used by TfL and support and maintenance is essential.

2. Assessment Criteria

The contract, if awarded, will be awarded to the bidder submitting the most competitive quote.

This will be evaluated 100% on Price.

3. Pricing

The bidder is required to submit prices in (GBP) £ sterling. United Kingdom VAT charges (and any other applicable tax, excise or other charges) should be separately calculated and identified for the purposes of the tender.

The service provider must include in the price, all costs incurred.

4. Instruction to Tenderers

1. QUOTATION CONTENTS

Bidders are asked to set out and include in their quotation:

- i. Full licence cost, including support and maintenance to be given as for 1-year
- ii. A formal quotation on Company letter headed paper
- iii. A total overall cost.

2. RETURN OF QUOTATION

The bidder should submit their response by latest **Friday 8th December 2017**.

Your quotation should be emailed to [REDACTED] – Email: [REDACTED]

3. VALIDITY

Quotations must remain open for acceptance by TfL for 90 days from the date of your submission.

4. COMPLIANCE

All quotations returned should comply in every respect with the requirements of this request for quotation. Poorly organised or poorly written quotations may be excluded at TfL's discretion.

5. CONTRACTUAL

Any contract awarded as a result of this RfQ shall be placed in accordance with the terms and conditions of TfL Framework 'ITC11445 – Reseller and Associated Services'

Term of the Call-Off Contract: To be confirmed at award stage.

6. PROCUREMENT POLICY

TfL reserves the right not to award this appointment to the lowest or any offer and TfL will have no liability (contractual, tortious or otherwise) for failure to consider any quote.

TfL reserves the right to award the contract for which quotations are being invited in whole, in part, or not at all.

Offers must be kept open for acceptance by TfL for a period of three calendar months from the date fixed for return.

7. QUERIES

All clarifications or queries are to be submitted via email to:

Name: [REDACTED]

Email [REDACTED]

Date of last clarification/ query by: no later than **Wednesday 6th December 2017**.

This is to ensure that all bidders have timely access to answers relating to these queries prior to the RfQ return date.

8. CONFIDENTIALITY

The contents of this Request for Quotation are confidential and must be used only for the purpose of submitting a quotation.

Attachment 2

Product, Detail, Item, Cost Line and Total

Item: Arch - One Year - FLM Maintenance and Support renewal licence

Cover period from 01.01.2018 to 31.12.2018

Price £ [REDACTED]

Attachment 3 to Call-Off Contract
Special Conditions for Call-Off Contract

Not Used

Annex 1 to the Call-Off Contract

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).
- 2.3 A recommendation to amend by the Service Provider shall be submitted direct to the Contracting Body in the form of two (2) copies of a CCN signed by the Service Provider at the time of such recommendation and the Contracting Body shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).
- 2.4 Each CCN shall contain:
 - 2.4.1 the title of the amendment;
 - 2.4.2 the originator and date of the request or recommendation for the amendment;

- 2.4.3 the reason for the amendment;
 - 2.4.4 full details of the amendment including any specifications;
 - 2.4.5 the price, if any, of the amendment;
 - 2.4.6 a timetable for implementation together with any proposals for acceptance of the amendment;
 - 2.4.7 a schedule of payments, if appropriate;
 - 2.4.8 details of the likely impact, if any, of the amendment on other aspects of the Services including to:
 - 2.4.8.1 the timetable for the provision of the amendment;
 - 2.4.8.2 the personnel to be provided;
 - 2.4.8.3 the amended charges payable under the Services (as now amended);
 - 2.4.8.4 the Documentation to be provided;
 - 2.4.8.5 the training to be provided;
 - 2.4.8.6 working arrangements; and
 - 2.4.8.7 other contractual issues;
 - 2.4.9 the date of expiry of validity of the CCN; and
 - 2.4.10 provision for signature by the Contracting Body and by the Service Provider.
- 2.5 For each CCN submitted the Contracting Body shall, within the period of the validity of the CCN:
- 2.5.1 allocate a sequential number to the CCN;
 - 2.5.2 evaluate the CCN and, as appropriate:
 - 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.

Change Control Note

Change Request No

Agreement No.....**dated**.....

Title of Amendment.....

Originator.....

The following change is requested to the Call-Off Contract identified above

Change Request (to be completed by the Contracting Body)
<p>Description of Change:</p> <p>Reason/Justification:</p> <p>Affected Area(s):</p> <p>Price:</p> <p>Timetable for implementation:</p> <p>Schedule of Payments:</p> <p>Details of likely impact, if any, of the amendment on other aspects of the Services-</p> <ul style="list-style-type: none">• the timetable for the provision of the amendment;• the personnel to be provided;• the amended charges payable under the Services (as now amended);• the Documentation to be provided• the training to be provided;• working arrangements;• other contractual issues.
<p>I request that the described change be considered for inclusion in the Framework Agreement</p> <p>Signature Date/...../.....</p> <p>Approved by the Contracting Body:</p> <p>Signature Date/...../.....</p>