



Call-Off Contract

Framework Number: ITC11445 – Reseller and Associated Services
Request Form Number: ITC11445/300_ICT12571

THIS CALL-OFF CONTRACT is made 24 November 2016

BETWEEN:

- (1) Transport for London (“**Contracting Body**”); and
- (2) Probrand Ltd, a company registered in England and Wales (Company Registration Number 2653446 whose registered office is at 45-55 Camden St, Birmingham, B1 3BP (“**the Service Provider**”)).

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

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 for the Call-Off Term stated in Attachment 1 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 **Probrand Ltd**

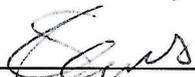
Signature: 

Name: Paul Roman

Title: Tender and Frameworks Specialist

Date: 24.11.16

SIGNED
For and on behalf of **Transport for London**

Signature: 

Name: S Lewis

Title: SENIOR COMMERCIAL MANAGER

Date: 29/11/16



Attachment 1

Deliverables to be provided and associated information

1. Deliverables

- 125 x Toad Development Licences with 3 years support
- 25 x Toad DBA Suite Licences with 3 years support

2. Timetable

Commencement date: 30 November 2016

Call-Off Term: 36 months – 30 November 2016 to 30 November 2019

One Purchase Order to be raised for the term of the contract.

3. Authority Call-Off Co-ordinator

Name: Sanjeev Raban
Phone: 0203 054 7586
Email: SanjeevRaban@tfl.gov.uk

4. Other information or conditions

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



Attachment 2

Service Provider's Proposal

Product Detail	Item	Line Total
	Cost	
Quest Software - Toad For Oracle Development Suite *Special for Transport For London* [Commercial - Perpetual Licence With Maintenance (1-Year) 125 Seats - Boxed Direct *Non-Returnable*] Qty: 1	91,115.32	
Quest Software - Toad DBA Suite For Oracle *Special for Transport For London* [Commercial - Perpetual Licence With Maintenance (1-Year) 25 Seats - Boxed Direct *Non-Returnable*] Qty: 1	35,953.78	
Quest Software - Toad For Oracle Development Suite *Special for Transport For London* [Commercial - Additional 2 Years Prepaid Maintenance (30/11/17 - 30/11/19) 125 Seats - Boxed Direct *Non-Returnable*] Qty: 1	32,746.96	
Quest Software - Toad DBA Suite For Oracle *Special for Transport For London* [Commercial - Additional 2 Years Prepaid Maintenance (30/11/17 - 30/11/19Year) 25 Seats] Qty: 1	12,943.36	

Covers licences from - 30/11/2016 - 30/11/2019

All prices are in GB Pounds and exclude VAT.

TOTAL:172,759.42



Attachment 3

Special Conditions for Call-Off Contract

In addition to the terms and conditions of TfL Framework ITC11445- Reseller and Associated Services;

There will be a:-

- Price/Discount hold for the 3 years for licenses and associated maintenance and support. This will be valid for the duration of the agreement.
 - *Pre-Paid Maintenance cost would need to be calculated at the time of purchase, but will decrease based on the shortened maintenance period.*
- Continued maintenance and support from the new vendor – ***legal name change of Dell Software Group to Quest Software***
- Rights to new versions at no additional cost incorporated in Support Agreement
- Should products be renamed and or rebundled, there then shall be made available at no additional cost by the third party, Quest Software Ltd.