



**TRANSPORT for LONDON – COMMERCIAL,
SURFACE**

Call-off Contract

TENDER REF: tfl_scp_001142_co014

Professional Services Framework - Transport Planning &
impact Monitoring Ref: PSF91311

Transport Research Surveys

Contract Documentation (Short Form)

Attachment 1: Call-Off Contract Data

Attachment 2: Form of Contract

Attachment 3: Clarification Response

ATTACHMENT 1 – CALL OFF CONTRACT DATA

1. Services to be provided – general requirement:

Each year TfL funds a variety of schemes to improve the city in line with the Mayor's Transport Strategy. Some take place on roads that TfL manages (the TLRN; Transport for London Road Network) but many are on local roads with boroughs being sponsored by TfL to deliver the desired outcomes. This investment programme is managed through the Local Implementation Plan (LIP).

The LIP programme enhances the city through new and upgraded pedestrian and cycle facilities, junction modifications, urban realm features and accessibility improvements. It features interventions of all scales, but the larger schemes aim to be truly transformational and are known as Major Schemes. This includes the programme of Crossrail Complementary Measures (CCM).

The CCM programme will deliver an enhanced urban realm in the core area outside of the stations in outer London. It will make onwards journeys simpler through improved cycle and pedestrian facilities, wayfinding, interchange and ensuring a consistent standard at every stop along the route.

There is an ongoing need to understand the outcomes from these investment programmes, to inform policy development, illustrate successful delivery and demonstrate value for money.

The objective of this research is to monitor selected schemes to:

- understand existing pedestrian/cyclist behaviour in the scheme area and to assess how this changes post scheme implementation;
- assess wider multi-modal changes arising from the schemes;
- identify any improvements for pedestrians arising from the schemes in respect of (but not limited to) movements, numbers, demographics, activities, perceptions, attitudes and behaviour;
- identify the benefits arising from regeneration and urban realm schemes in respect of (but not limited to) other modal user movement and numbers, demographics, activities, perceptions, attitudes, journey times and economic benefits;
- enable TfL to report on key performance indicators;
- allow TfL to further expand its library of expected outcomes from scheme implementation;
- inform walking and cycling policy across TfL;
- share with boroughs to help steer funding towards successful investment, thereby contributing to Mayoral walking, cycling and public transport objectives as set out within the Mayor's Transport Strategy.
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objectives as set out within the Mayor's Transport Strategy.

2. Timetable

Commencement date: 1st February 2016

Call-Off Term: Approximately 12 months

3. Liquidated Damages

Damages will be limited to five times the contract value (£763,000).

4. Expenses

All expenses must be included in the specified day rate included in the Consultant submissions.

5. Authority Account Details

Accounts Payable
14 Pier Walk
London
SE10 0ES

6. Authority Call-Off Co-ordinator

Name: [REDACTED]
Address: Palestra, 197 Blackfriars Road, London, SE1 8NJ
Phone: [REDACTED]
Email: [REDACTED]

7. Availability of Key Personnel

The Service Provider's Key Personnel shall be available from 1st February 2016.

8. Other information or conditions

Transport for London would like to exercise the right to extend the contracted period of employment based on resource requirements at the time of initial expiry.

ATTACHMENT 2 - FORM OF CONTRACT

- Form of Agreement -Schedule 7B
- FORM OF CONTRACT – Schedule 2B- Call off Contract Short Form
- THIS AGREEMENT is made the 01 day of February 2016
- OUTLINE AGREEMENT NUMBER 4600004577

BETWEEN:

Transport for London ("the Employer" which expression shall include its successors in title and assigns); and Integrated Transport Planning Ltd ("the Consultant")

WHEREAS:

This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of TfL Professional Services Framework Transport Planning & Impact Monitoring Ref: PSF91311 dated 15 January 2015 ("the Framework Agreement"). The Employer wishes to have provided Consultancy Services as contained in Table 3. The Employer has accepted a proposal (Table 4) by the Consultant for the Services in accordance with the Short Form Conditions of Contract.

NOW IT IS AGREED THAT:

Terms and expressions defined in (or definitions referred to in) the short form conditions of contract have the same meanings herein. The Consultant Provides the Services in accordance with the Short Form Conditions of Contract, Tables and Schedules. The Employer pays the Consultant the amount due in accordance with the short form conditions of contract. The documents forming the contract are:

This Form of Agreement duly executed by the Parties;
Short Form Conditions of Contract;
Table 3, Table 4 and Table 5;
The Schedules.

Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First	:	This Form of Agreement;
Second :	:	Table 5;
Third	:	Table 3;
Fourth	:	The Schedules;
Fifth	:	Short Form Conditions of Contract;
Sixth	:	Table 4.

1. Notwithstanding the manner of execution of this Agreement it is agreed that:
 - 1.1 the limitation period within which any claim may be brought by the Employer for breach of this Agreement by the Consultant is 6 years from the date of breach; and
 - 1.2 the Consultant agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

This Agreement has been signed for and on behalf of the Employer and the Consultant the day and year written above.

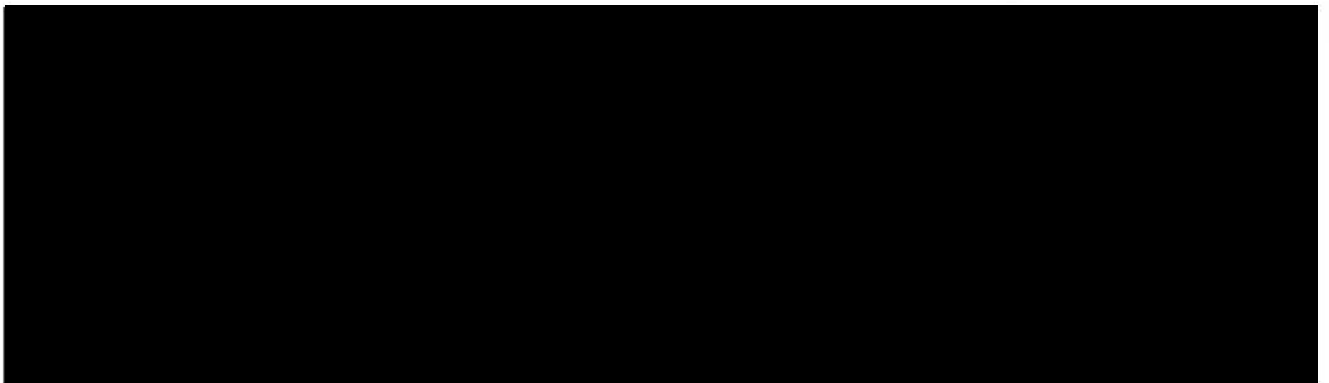



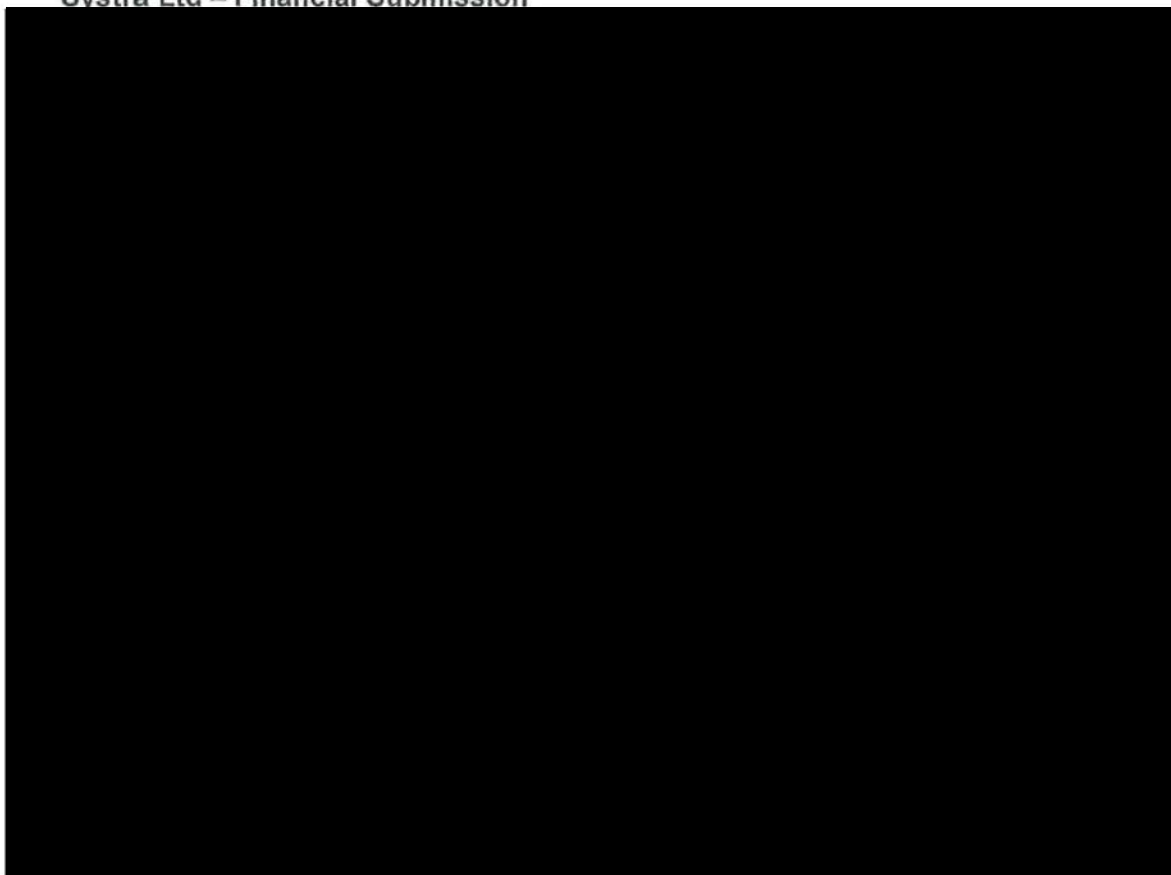
Table 3, Employer's Requirement:

1	Transport Research Surveys	Framework Grade:	The Services: See Volume 2	The Services Commencement Date: 1 st February 2016 Term: approx. 12 months
Pricing: fixed rate				
Special Conditions: N/A				

Table 4, Contractors Proposal:

The <i>Consultant</i> is Systra Ltd	
Proposal Ref: TRANSPORT RESEARCH SURVEYS - SYSTRA PROPOSAL TO TRANSPORT FOR LONDON	Proposal Date: 22/12/2015
Bid Manager's contact details: 	
Conflicts of Interest: No conflicts of interest have been declared. Provide details of actual or potential conflicts of Interests that would arise were you to be appointed, and details of how these conflicts would be mitigated.	

Systra Ltd – Financial Submission



Tender Process Clarifications

[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

Table 5, Contract Particulars:

Outline Agreement Number: 4600004577
Contract Number / PO number: [To be provided]
The Contract Commencement Date is: 1st February 2016
The Service Commencement Date is: 1st February 2016
The Term is: 12 months
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's Contract Manager is: [REDACTED]
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's Procurement Manager is: [REDACTED]
[REDACTED]
[REDACTED]
Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): 90 days
Special Conditions of Contract: N/A
Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)
Clause 5.1

Where no alternative is listed, the payment period shall be 4-weekly

Clause 5.4

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

Address where invoices shall be sent:

Transport for London
Account Payable
Pier Walk
London
SE10 0ES

ATTACHMENT 3 – CLARIFICATION RESPONSE

