



COMMERCIAL, SURFACE TRANSPORT

INVITATION TO TENDER

FOR

Initial Technical Scoping for the Rotherhithe to Canary Wharf River Bridge

VOLUME 1 CALL OFF DOCUMENTATION

Call Off Contract under the TfL 91313 Professional
Services Framework

Project Reference Number: **tfl_scp_001144_co007**

Framework Reference Number: **TfL 91313**

SCHEDULE 6A

1. Mini-Competition Request Form – Call Off Contract

Framework Agreement Name and Reference Number: PSF 91313 Professional Services Multidisciplinary Framework

Sub Category: Lot 4.1- A) Multidisciplinary Services - (A1) Multidisciplinary Services

Mini-competition Reference: tfl_scp_001144_co007

From: Ben MacBean – Commercial Manager - Transport for London (Commercial, Surface)

Date: 16 March 2017

This is a Mini-Competition Request Form for the provision of Services in accordance with the Framework Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the *Employer*, however such acceptance will not occur unless and until the *Employer* posts notice of acceptance to you.

Section 2 of this Mini-Competition Request Form sets out the Contract Data.

In your Proposal, you must respond by providing the information required as detailed in this Schedule 6A, Volume 0 and by completing the Contract Data Part Two contained in Attachment 1.

Your Proposal will be assessed against those submitted by other Consultants as part of a Mini-Competition process. Subject to the *Employer* not having any obligation to award a Call Off Contract the *Employer* will evaluate the Proposals to determine which is the most economically advantageous with reference to the assessment criteria set out in this Schedule 6A.

Any clarifications regarding this Mini-Competition should be directed per the instructions in Volume 0. Any queries regarding the Framework Agreement should be directed to the Procurement Manager named in the Framework Agreement.

2. CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for Main Option **E** and Secondary Options **X2, X9, X10 and X18**, each as may be amended or supplemented by **the Z Clauses as attached to the Transport for London Professional Services Framework Agreement**.
- The *Employer* is
Name: **Transport for London (TfL)**.
Address: **Windsor House, 42-50 Victoria St, London, SW1H 0TL**.
- The *Employer's Agent* is
Name: **Andrew Lunt**
Address: **230 Blackfriars Road, London, SE1 8PJ**
- The authority of the *Employer's Agent* is
To make all decisions related to this Call Off Contract as set out in Option X10
- The *services* are
For the provision of Initial Technical Scoping for the Rotherhithe to Canary Wharf River Bridge project
- The Scope is in the document titled
Volume 2 – Scope (tfl_scp_001144_co007_itt_vol_2_final)
- The *language of this contract* is **English**
- The *law of the contract* is **the law of England and Wales**
- The *period for reply* is **2 weeks**
- The *period for retention* is **12 years following Completion or earlier termination**
- The *tribunal* is **the courts of England and Wales**

2 The Parties' main responsibilities	<p>The <i>Employer</i> provides access to the following persons, places and things</p> <p>access to <i>access date</i> TfL Systems; <i>starting date</i> TfL Office Space and IT Equipment – Consultants will be located at 197 Blackfriars Road, London SE1 8NJ</p>
3 Time	<ul style="list-style-type: none">• The <i>starting date</i> is 10 April 2017• The <i>Consultant</i> submits revised programmes at intervals no longer than 4 weeks
4 Quality	<ul style="list-style-type: none">• The quality policy statement and quality plan are provided within 2 weeks of the <i>starting date</i>• The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i>
5 Payment	<ul style="list-style-type: none">• The <i>assessment interval</i> is 4 weeks• The <i>currency of this contract</i> is pounds Sterling (£)• The <i>interest rate</i> is 2% per annum above the base rate of the Bank of England
8 Indemnity, insurance and liability	<ul style="list-style-type: none">• The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are

Event	cover	Period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the degree of reasonable skill, care and diligence normally used by competent professionals experienced in providing services similar to the <i>services</i> in connection with <i>services</i> of a similar size, scope and complexity to the <i>Services</i> (professional indemnity insurance)	£1000,000 for each and every claim and in the aggregate per annum.	12 Years.
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£5,000,000 in respect of each claim, without limit to the number of claims with financial loss extension cover	The duration of the Contract
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract.	£5,000,000 in respect of each claim, without limit to the number of claims	The duration of the Contract

- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is **£2,000,000**

Optional statements

- The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than **4 weeks**
- The completion date for the whole of the *services* is **6 months after the starting date or earlier as identified in the *Consultant's* programme approved and agreed by the Employer, with the option to extend for up to an additional 3 month period**

- The *Consultant* is to submit a first programme for acceptance within **2 weeks** of the Contract Date

If Option X18 is used

- The end of liability date is **12** years after Completion of the whole of the services.
- The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is **£2,000,000**.

ANNEX A1 – PREAMBLES TO PRICING SCHEDULE

The Pricing Schedule template is located in Annex B1.

Preambles

- a. The *Consultant* is required to deliver the services set out in Volume 2, Scope.
- b. All *Consultants'* expenses shall be deemed as included in the staff rates.
- c. All rates shall exclude VAT.
- d. The Pricing Schedule is based on cost reimbursable pricing and as such Annex B1 is to be completed by providing rates for all individuals charging time.
- e. The *Consultant* shall add extra rows as necessary to the Pricing Schedule to include all named individuals.
- f. The *Consultant* shall not include any costs for accommodation in the Pricing Schedule. Individuals shall be located at TfL offices and will be provided with computer access, access to other TfL software systems and voice communication equipment.
- g. Normal day rates shall be 8am to 8pm from Mondays to Fridays inclusive in accordance with the PSF 91313 Professional Services Framework – Multidisciplinary Services. Normal day rates shall be valid for an 8 hour day, and shall be prorated for any part thereof.
- h. Staff Designation/Grades shall match those found in the PSF 91313 Professional Services Framework – Multidisciplinary Services (see Annex A2), and their competencies shall match the descriptions shown. Rates for individual staff shall not exceed the maximum rates under that framework.
- i. Candidates named in the Pricing Schedule shall correspond to the CV(s) included in Quality Submission (A) and correspond to the consultant grade descriptions described in Annex A2.
- j. Rates are fixed in the Contract for the duration of the commission.

ANNEX A2 – CONSULTANT GRADE DESCRIPTION

Partner/Director

General	<p>For a partnership, a Partner in the practice; for a limited company, any employee who carries the title “Director” (or “Associate Director” or other similar title) and who is normally chargeable to projects. Member of a company generally in overall charge of the management, policy and conduct of the firm’s business including maintaining effective communication channels and is able to commit the company to undertake all major contracts.</p> <p>Responsible for all grades of personnel.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several major programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Overall responsibility for project(s) and for supervision, control and development of subordinate personnel. • Significant management responsibility and direction within the consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Develop client relationships. • Review enquiries for consultancy services, prepare fee proposals and negotiate commissions. • Manage and control all the personnel efficiently, and in compliance with all relevant statutory instruments procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Develop and maintain effective communication channels, between the consultancy and TfL and external contractors and other bodies as necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Oversee all commission activities and ensure full adherence. • Comply with all the projects safety and quality assurance procedures and requirements, including audits, and ensure that all consultancy personnel do likewise. • Facilitate and ensure that training needs, both personal and that of the consultancy personnel, are identified and addressed.

General	<p>Reporting to Partner / Director. Member of a company who is able to deputise for the Director. The person will have the ability to manage and control teams and ensure that there are sufficient teams of personnel assigned to commissions.</p> <p>Responsible for all grades of consultants and support staff.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel. • Significant management responsibility and direction within the Consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Partner/Director on all aspects of the project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the project team and with other TfL departments and external consultants and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.

General	<p>Reporting to Partner / Director or Principal Consultant. Person holding corporate membership of a professional body recognised by TfL and has the ability to demonstrate key involvement in delivering projects of high value and complexity.</p> <p>Responsible for all grades of consultants and support staff on behalf of the Director/Partner.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes / projects • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel. • Significant management responsibility and direction within the organisation including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Partner/Director or Principal Consultant on all aspects of the Project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.

General	Reporting to Principal Consultant / Senior Consultant. A person with the ability to assist in the management and control of a project team to ensure delivery of the required projects. Responsible for Junior Consultant / administration staff
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several projects • Must have some transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Principal Consultant/ Senior Consultant on all aspects of the project. • Assist in the management and control of a project team of consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies as necessary. • Supervise, control and develop personnel assigned. • Ensure that own and assigned personnel activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all team personnel to likewise • Ensure that all appropriate training, both personal and that of assigned personnel, is undertaken.

Junior consultant

General	Reporting to Senior Consultant/Consultant. A person with the relevant experience capable of working on some aspects of the delivery of the required project. Responsible for support staff.
Typical Education /Qualifications and Experience	<ul style="list-style-type: none">• Must have relevant work experience in at least one completed project.
Responsibilities	<ul style="list-style-type: none">• Assist the Consultant where appropriate.• Supervise the support staff assigned (if appropriate).• Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.• Ensure that own and assigned personnel's activities meet the objectives of the commission.• Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise.• Ensure that all appropriate personal training is undertaken.

3. **CALL-OFF CONTRACT DATA PART TWO**
Data provided by the *Consultant*

**Statements given in
all contracts**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *Consultant* is

Name

Address

.....
.....
.....

- The *key persons* are

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

- The *staff rates* are found in the Pricing Schedule (Annex B1)

- The following matters will be included in the Risk Register

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ANNEX B1 – PRICING SCHEDULE

Table 1 – Schedule of Rates

Schedule of Rates			
NAME	ROLE	STAFF DESIGNATION/GRADE	RATE/DAY
		Partner/Director or equivalent	£
		Senior Consultant	£
		Consultant	£
		Junior Consultant / Graduate	£
		Principal Consultant	£

ATTACHMENT 1 – FORM OF CALL-OFF CONTRACT

THIS AGREEMENT is made the • day of • 201•

BETWEEN:

(1) Transport for London whose registered office is at Windsor House, 42-50 Victoria St, London, SW1H 0TL (“the Employer” which expression shall include its successors in title and assigns); and

(2) • whose registered office is at • (“the Consultant”).

WHEREAS:

(A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 09 May 2016 (“the Framework Agreement”).

(B) The Employer wishes to have provided the provision of Initial Technical Scoping for the Rotherhithe to Canary Wharf River Bridge (“the services”).

(C) The Employer has accepted a tender by the Consultant for the design of the services and correction of Defects therein in accordance with the conditions of contract.

NOW IT IS AGREED THAT:

1. Terms and expressions defined in (or definitions referred to in) the conditions of contract have the same meanings herein.
2. The Consultant Provides the Services in accordance with the conditions of contract.
3. The Employer pays the Consultant the amount due in accordance with the conditions of contract.
4. The documents forming the contract are:
 - 4.1 This Form of Agreement duly executed by the Parties as a deed;
 - 4.2 The *conditions of contract*;
 - 4.3 The attached Call-Off Contract Data Part 1
 - 4.4 The attached Call-Off Contract Data Part 2; and
 - 4.5 The following documents:
 - The Scope;
 - Schedules 1 to 20 inclusive of the Framework Agreement;

- Any other contract documents

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

- 5.1.1 First : This Form of Agreement;
- 5.1.2 Second : The Scope
- 5.1.3 Third : The conditions of contract and as appended by Z Clauses;
- 5.1.4 Fourth : Any other documents included in this contract.

6. Notwithstanding the manner of execution of this Agreement it is agreed that:

- 6.1 the limitation period within which any claim may be brought by the Employer for breach of this Agreement by the Consultant is 12 years from the date of breach; and
- 6.2 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.

IN WITNESS whereof this Agreement has been signed for and on behalf of the

**The common seal of
Transport for London**
was affixed to **this Deed**
in the presence of:

Authorised signatory

**EXECUTED AND DELIVERED AS
A DEED by
THE CONSULTANT**
acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary