



SCHEDULE 7B

Form of Agreement – Short Form Call-Off Contract - Secondment

Call-Off Contract Number: ENG Task 244 - Senior / Principal Engineers for Power – LV Systems

Framework Lot: B1 - Electrical and Mechanical Services Engineering

Outline Agreement: 4600008145

THIS AGREEMENT is made the 13th day of June 2023

BETWEEN:

- (1) **Transport for London (TfL), (“the *Employer*”** which expression shall include its successors in title and assigns); and
- (2) **ATKINS LIMITED**, a company registered in England and Wales (Company Registration Number 00688424) whose registered office is at Woodcote Groove, Ashley Road, Epsom, Surrey, KT18 5BW (“**the *Consultant*”**)

WHEREAS:

This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of **TfL PSF2 94203 - Engineering Consultancy Services dated 4th January 2021** (“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 (as defined in the Framework Agreement).

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, Schedules and Attachments. The *Employer* pays the *Consultant* the amount due in accordance with the Short Form Conditions of Contract. The documents forming this Call-Off Contract are:

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

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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.

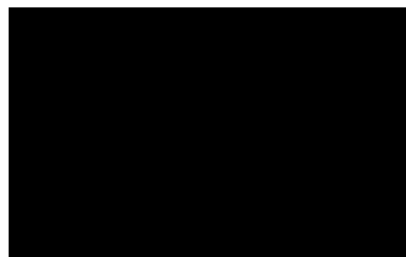
Signed by
for and on behalf of
the Consultant

Signature:

Print name:

Position:

Date:



13/6/2023 | 01:07 PDT

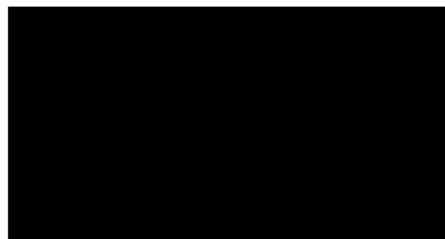
Signed by
for and on behalf of
the Employer

Signature:

Print name:

Position:

Date:



13/6/2023 | 10:57 BST



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Table 3, *Employer's Requirement:*

Two Engineers with extensive DC system design experience to support the LV Power team with the delivery of the DLR Rolling Stock Replacement and Housing Infrastructure Fund Programme of works.

Full Specification of the services as included within Appendix 1 of the ITT.

Summary of Roles:		
Role: Senior Engineer	Framework Grade: Senior Consultant	Contract Commencement date: 26/06/2023 Service Commencement Date: 26/06/2023 
Role: Principal Engineer	Framework Grade: Principal Consultant	Contract Commencement date: 26/06/2023 Service Commencement Date: 26/06/2023 

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Table 4, Consultant's Proposal:

Charges:

Pricing Option: E - This is a time-based contract.

The charges applicable will be on a time-based contract for the actual work/days carried out by the individual resources. The following secondment day rates shall apply:

Fixed Schedule of Rates	Resource	Day Rates
[REDACTED]		

Estimated contract total is [REDACTED]

The Day Rates shall remain fixed for the life of this Call-Off Contract, including any contract extensions.

The Day Rates are based on 8 hours per day and is inclusive of travel and subsistence charges, no other costs will be paid by TfL.

TfL will not reimburse any additional costs for time, input, resource or other without prior written consent from TfL's Employing manager.

Location:

The Resource's office base will be within TfL offices at Stratford and Poplar. However part time remote working could be allowed at TfL's discretion. Additionally, attendance at other locations may be required.

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Table 5, Contract Particulars:

Contract Number: ENG Task 244 - Senior / Principal Engineers for Power – LV Systems
<p>The Contract Commencement date is: 26/06/2023</p> <p>The Service Commencement Date for each resource is: 26/06/2023</p> <p>The Call-Off Term is: 12 months from commencement date.</p> <p>The Call-Off Contract may be extended for a further 6 months for each of the resources on an individual basis. However, any extensions will be at the <i>Employer's</i> own discretion and subject to the appointed resources satisfactory performance, ongoing requirement and funding availability. This will be confirmed and mutually agreed in writing. The <i>Employer</i> reserves the right to extend each resource individually.</p>
<p>In accordance with Clause 7.1 of the Short Form Conditions of Contract, the <i>Employer's</i> Contract Manager is:</p> <p>[REDACTED]</p>
<p>In accordance with Clause 7.1 of the Short Form Conditions of Contract, the <i>Employer's</i> Procurement Manager is:</p> <p>J A F N [REDACTED]</p>
<p>In accordance with Clause 8.5 of the Short Form Conditions of Contract, the <i>Consultant's</i> Key Persons are:</p> <p>[REDACTED]</p>
<p>Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): 7 days</p>
<p>Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)</p>



Clause 5.1 - *Consultant* shall submit invoices for the resources 4-weekly in arrears. Invoices should detail the actual workdays carried out by each resource, each period.

Clause 5.4 - Payment will be made within 30 days of receipt of invoices.

Consultant **must** send invoices via email, in pdf format, to: Invoices@tfl.gov.uk

Invoices should be addressed to:

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

All invoices must have TfL Contract Reference Number, Purchase Order number, TfL Contact name, a separate calculation of VAT and a brief description of the Services provided.

Special Conditions of Contract:

- *Consultant* agrees to the Terms and Conditions of 'TfL Code of Connection Agreement' which applies to this contract as accepted at tender stage.
- TfL will review the business needs and the appointed Resources performance on a regular basis and may decide, at its sole discretion, to end the support or request for a replacement based on the workload and/or performance. The performance review will be based on a set of Key Performance Indicators as outlined within Attachment 1 below. Should the Resources fail to meet the performance required, the *Consultant* organisation may be asked to provide a replacement individual, as per the service requirements.



ATTACHMENT 1 - KEY PERFORMANCE INDICATORS (KPIs)

The performance of the Resource/s will be reviewed quarterly against the key indicators below. The rating scale will determine the overall performance. The assessment will be based on a rating index. If the rating is less than 3, then TfL has the right:

- to terminate the Resource/s contract, or
- request for a replacement individual, as per *Employer's* requirement.

Key indicators:

- Excellent quality and range of deliverables.
- Timely delivery of specified tasks within agreed timescales.
- Collaboration; building a good relationship with all key stakeholders
- Communication (both verbal and written communication); being proactive and communicating clearly and effectively to a wide variety of audiences
- Time keeping.
- Programme budget and risk management.

Rating scale:

- 5 - Consistently exceeded the performance required
- 4 - Fully matched the performance required in some areas and exceeded it in others
- 3 – Fully matched the performance required
- 2 – Fully matched the performance required in some areas and fell short in others
- 1 – Did not match the performance required

The *Employer* may terminate the *Consultants* obligation to provide the services by notifying the *Consultant* if:

- The Resource is in breach of clause 106 (Conflict of Interest) and/or clause 110 (Corrupt Gifts, Fraud, Payment of Commission and Safety Breaches) and/or clause 133 (Supplier Diversity)
- The *Employer* no longer requires the services or otherwise wishes to terminate the Resource's obligation to provide the Services for any reason or
- The Resource has substantially failed to comply with his/her obligations and has not put the default right within four weeks of a notification by the *Employer*.