

Schedule 6 - Call-Off Contract

Framework Number: GLA 80868 ADUP2
Framework Lot: Lot 1 - Urban Strategies, Spatial Policy and Design Research
Call-Off Contract: Task 1013 – Good Growth by Design Research Commission – Adapting High Streets
Outline Agreement: [REDACTED]

THIS CALL-OFF CONTRACT is made the 20th day of March 2019

BETWEEN:

- (1) The Greater London Authority (“**the Authority**”); and
- (2) Gort Scott Limited, a company registered in England and Wales (Company Registration Number 07569261) whose registered office is at Enterprise House, Beeson's Yard, Bury Lane, Rickmansworth, Herts, United Kingdom, WD3 1DS (“**the Service Provider**”).

RECITALS:

- A. The Authority and the Service Provider entered into an agreement dated 27 March 2018 which sets out the framework for the Service Provider to provide certain Services to the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services 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 Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed 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 the Agreement and the Services to be provided and that it

has made all appropriate and necessary enquiries to enable it to perform the Services 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 Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator 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 Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 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 Services provided to the Authority 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 Clause 4.2 of the 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 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 Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority'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.

6. LIABILITY

[REDACTED]

7. THE DOCUMENTS FORMING THE CALL OFF CONTRACT ARE:

- this Call-Off Contract duly executed by the Parties;
- Call-Off Contract Attachment 1
- Call-Off Contract Attachment 2; and
- the following appendices:
 - the Authority's Specification - Appendix 1
 - the Service Provider's Proposal - Appendix 2

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of Cost Scott Limited

Signature:  _____

Name: Fiona Scott

Title: Director

Date: 18th March 2019

SIGNED

For and on behalf of the Greater London Authority

Signature:  _____

Name: PATRICK DUBECK

Title: INTERIM HEAD OF REGENERATION

Date: 20/03/19

Attachment 1

1. Services to be provided and associated information

This Good Growth by Design (GGbD) research commission seeks to consolidate and develop the strategic rationale for investment and wider intervention in London's high streets and town centres and to define a suite of approaches and actions that can be brought together as bespoke place-based strategies to enable the restructuring and ongoing resilience of the London's high streets.

A full Specification of the Services required is included within Appendix 1.

2. Invoices

The Service Provider is to submit invoices 4-weekly in arrears.

Address for invoices:

[REDACTED]

[REDACTED]

[REDACTED] separate calculation of VAT
and a brief description of the Services provided.

3. Call off Contract duration

Commencement Date: 26 February 2019

Call-Off Term: 6 months, with provisions for extensions at the Authority's discretion, subject to funding availability.

4. The Authority's Key Personnel

The Authority's Contract Manager is:

Name: Mathilde Lebreton, Senior Project Officer

Address: Greater London Authority, City Hall, The Queens Walk, London, SE1 2AA

Phone: [REDACTED]

Email: [REDACTED]

The Authority's Procurement Manager is:

Name: Tufail Ahmed, Assistant Commercial Manager

Address: Transport for London, 55 Broadway, London, SW1H 0BD

Tel: [REDACTED]

Email: [REDACTED]

Attachment 2

Service Provider's Proposal

The Service provider should submit a proposal on company letter headed paper following the below guidance.

1. Proposed Solution

Gort Scott Limited to provide the services as per attached proposal included as Appendix 2.

2. Charges

The tendered total of the price is fixed at [REDACTED], excluding VAT.

The Authority will not reimburse any additional costs for time, input, resource or other without prior written consent from the Authority.

See Appendix 2 for full breakdown of Charges.

3. Service Team and Personnel

The Service Provider's key person is:

Name: Fiona Scott, Director

Address: 55 Leroy Street, London SE1 4SN

Tel: [REDACTED]

Email: [REDACTED]

A full breakdown of the project team is included within Appendix 2.

4. Experience

An outline of relevant past work or projects including references;

5. Sub-contractors

Gort Scott Limited is providing the services with support from other organisations and individuals

Sub-consultants:

- We Made That
- Hatch Regeneris
- Urban Shape

External experts:

- Mariana Mazzucato
- Dan Hill
- Camilla Siggaard Andersen

- Adam Scott
- Simon Babes

Full details of roles and responsibilities are included within Appendix 2

Appendix 1
Authority's Specification

Appendix 2

Service Provider's Proposal

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