

SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE

Framework Number: **GLA 80263**
Call-Off Contract Number: **0040 - Silvertown Tunnel**

THIS CALL-OFF CONTRACT is made the _____ day of _____ 2015

BETWEEN:

- (1) **Transport for London**, a statutory corporation established by the Greater London Authority Act 1999, whose principal office is Windsor House, 42 – 50 Victoria Street, London SW1H 0TL (“**the Contracting Authority**”); and
- (2) Fereday Pollard Architects, a company registered in England and Wales (Company Registration Number 03895071) whose registered office is [REDACTED] (“**the Service Provider**”).

RECITALS:

- A. The Contracting Authority and the Service Provider have entered into an agreement dated **03 February 2014** which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or 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 this Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in this Agreement shall, except where the context requires otherwise, have the meanings given in this 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 this 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 this 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 this 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 this 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 this 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 this Agreement. The Service Provider shall submit invoices in accordance with this Agreement and the Charges shall be paid in accordance with this 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. PROFESSIONAL INDEMNITY INSURANCE

Professional indemnity insurance to be £1m in the aggregate per annum for the duration of the Call-Off Contract and for 6 years after expiry or termination of the Call-Off Contract.

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

SIGNED

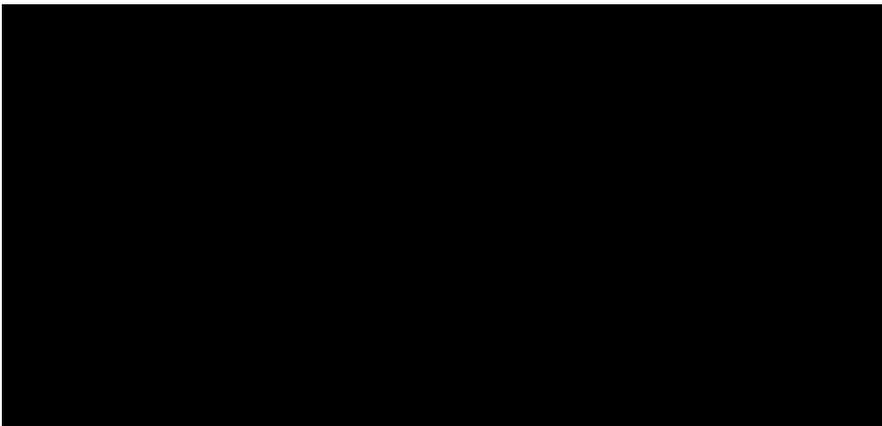
For and on behalf of **the Authority**

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment 1

1. Services to be provided

As detailed in Appendix 1 and 3

2. Timetable

As detailed in the requirement and Appendix 3

Call-Off Term:

As detailed in the requirement and Appendix 2

3. Liquidated Damages

N/A

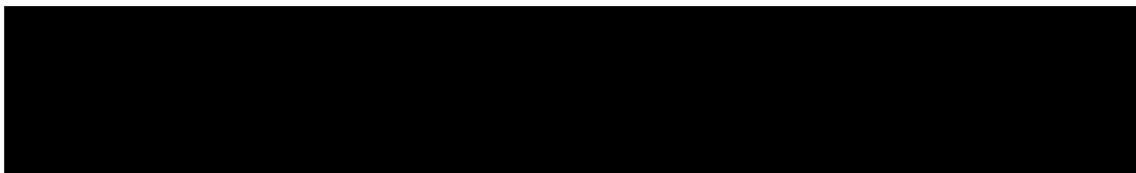
4. Expenses

N/A

5. Authority Account Details

To be detailed in the purchase order

6. Authority Call-Off Co-ordinator



7. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice: As required

8. Other information or conditions

As detailed in Appendix 1

Attachment 2

[To be completed by the Service Provider]

1. Charges

As detailed in Appendix 2

2. Key Personnel

As detailed in Appendices 1 and 2

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

As detailed in Appendix 1



Attachment 3

Special Conditions for Call-Off

N/A