

SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE

Framework Number: **GLA80263**
Call-Off Contract Number: **020 Manor Road Retail Park**

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

BETWEEN:

- (1) Greater London Authority (“**the Authority**”); and
- (2) **Gort Scott**, a company registered in England and Wales (Company Registration Number **07569261** whose registered office is The Print House, 18 Ashwin Street, E8 3DL (“**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 as set out in Schedule 10 of the Agreement.

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: _____

SIGNED

For and on behalf of [*the Service Provider*]

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

1. Services to be provided: Development Capacity Study
As detailed in our Request for Quotation issued 04 February 2014

2. Timetable

Commencement date : 11th March 2015

Call-Off Term: Six weeks

Attach Project Plan (if any) (including Milestones if applicable) tbc

3. Liquidated Damages

Amount of liquidated damages per day (if any): **Not applicable**

4. Expenses

Expenses (if any) that the Service Provider may claim: **Not applicable**

5. Authority Account Details

Relevant account code and cost centre: To be identified on the purchase order

6. Authority Call-Off Co-ordinator

Name: Natalie Nolan

Address: Windsor House, 42-50 Victoria Street, London SW1H 0TL

Phone: 020 3054 7761

Email: Natalie.Nolan@tfl.gov.uk

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

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract: None

Attachment 2

1. Charges

Work to undertaken as detailed in the attached submission for a fixed fee of £50,000 (Fifty thousand pounds). As detailed in the Service Providers Response attached to this Call-off contract.

2. Key Personnel

As detailed in the Service Providers Response attached to this Call-off contract.

3. Proposed sub-contractors (if any)

As detailed in the Service Providers Response attached to this Call-off contract.

4. Proposed completion date

As detailed in the Service Providers Response attached to this Call-off contract.

Attachment 3

Special Conditions for Call-Off

Not Applicable