

SCHEDULE 7A

(Call-Off Contract Form of Agreement)

THIS AGREEMENT is made the 1st day of March 2016

BETWEEN:

- (1) **Greater London Authority** whose registered office is at City Hall, The Queens Walk, London SE1 2AA ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) [REDACTED] whose registered office is at [REDACTED] ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 24th November 2014 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided a **Programme Delivery Unit for the RE:FIT** ("the *services*") at **Greater London Authority, City Hall, The Queens Walk, London, SE1 2AA.**
- (C) The *Employer* has accepted a tender by the *Consultant* for the delivery and 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:

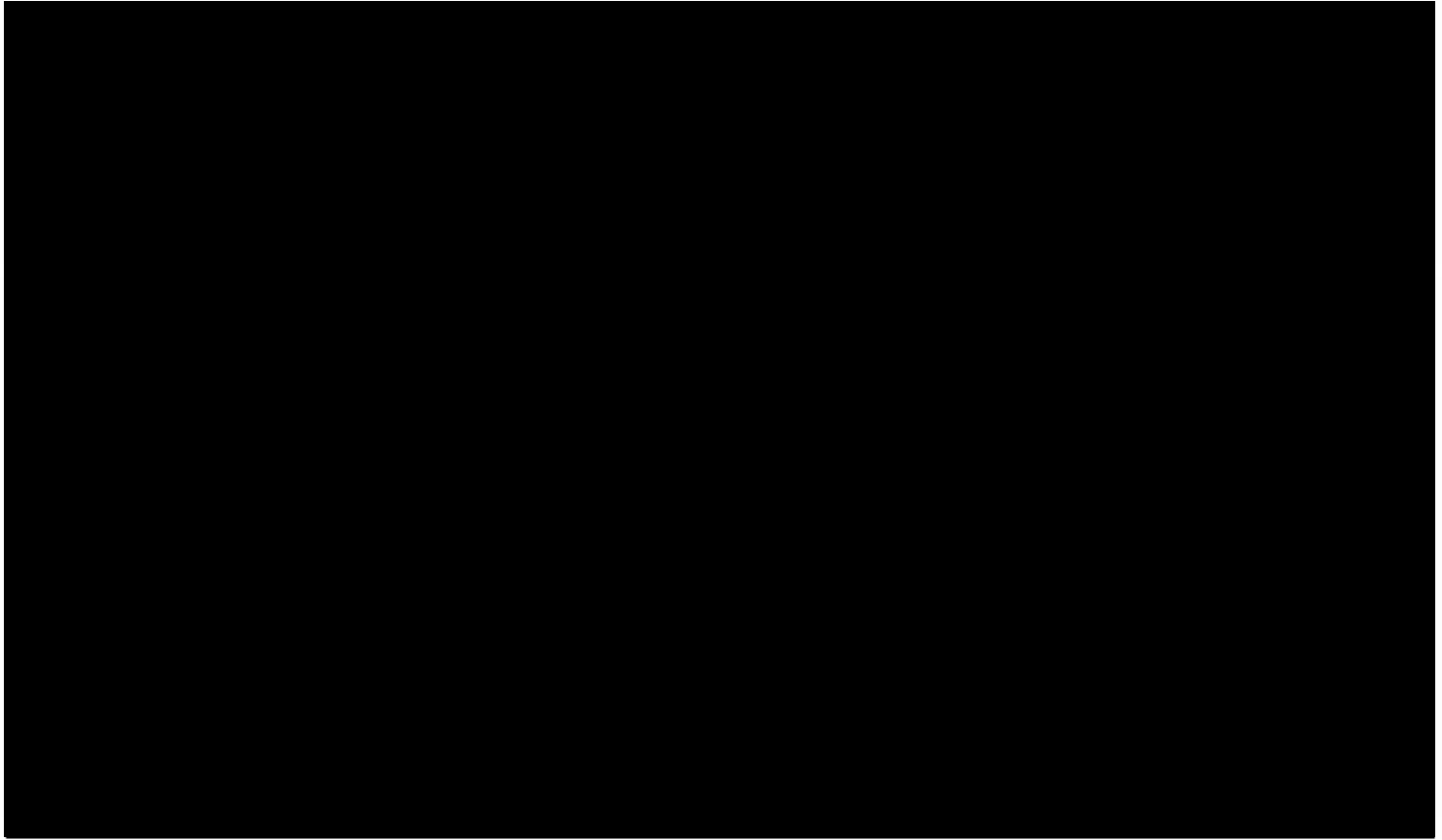
- the Scope;
- Schedules 7A inclusive of the Framework Agreement;
- ERDF & ESIF Branding and Publicity Requirements Documents
- ERDF Reporting Documents
- ERDF Publicity
- The Consultants Tender submission (Commercial & Technical) dated January 2016

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 conditions of contract; |
| 5.1.3 | Third | : | The Scope – GLA Invitation to Tender Documents – GLA/PPMCS task 41. |
| 5.1.4 | Fourth: | | The Consultants Technical & Commercial Submission and any other documents. |

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 *Employer* and the *Consultant* the day and year written above.



Proforma Call-Off Contract Data

CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

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

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 X1 X10 X20 each as may be amended or supplemented by the Greater London Authority all as attached to the Transport for London Professional Services Framework Agreement.
- The *Employer* is
Name: Greater London Authority
Address: City Hall, Queens Walk, London SE1 2AA
- The *Employer's Agent* is
Name: Robert Spender
Address City Hall, Queens Walk, London SE1 2AA
- The authority of the *Employer's Agent* is
.as set out in Option X10]
- The *services* are
The Appointment of the RE:FIT Programme Delivery Unit
- The *Scope* is in
The Invitation to Tender Documents titled "GLAPPMCS Task 41 – Programme Delivery Unit for RE:FIT"
- 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**

- The risks which will be identified along with all the approved actions and/or mitigations, will be structured in a formal Risk Register in a format similar to that provided in the Consultant's Tender Technical submission which will be reviewed quarterly between the Consultant and the Employer.

- The *Employer* provides access to the following persons, places and things

access date

**From the 1st March 2016 until
31st August 2019**

- The *starting date* is 1st March 2016
- The *Consultant* submits revised programmes at intervals no longer than **12 weeks**.

- The quality policy statement and quality plan are provided within **12 weeks** of the Contract Date.
- The *defects date* is **52 weeks** after Completion of the whole of the *services*.

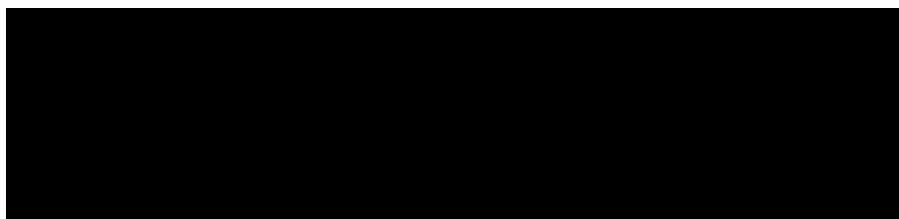
- The *assessment interval* is **4 weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is **2 % per annum above the base rate of the Bank of England.**

- The amounts of insurance and the periods for which the *Consultant* 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	£2,000,000 or as stated below for each and every claim and in the	12 years

normally used by competent professionals experienced in providing services similar to the <i>services</i> in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	aggregate per annum	
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>	£5,000,000.00 or as stated below in respect of each claim, without limit to the number of claims [with financial loss extension cover]	12 years
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.	£5,000,000.00 or as stated below in respect of each claim, without limit to the number of claims	12 years.

- The *Employer* provides the following insurances
N/A the Framework Insurances will apply



Optional statements

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is 31st August 2019. Due to the ERDF funding this may finish earlier as stated in GLAPPMCS Task 41 – Programme Delivery Unit for RE:FIT, Schedule 2 where is states:

The Service Provider acknowledges that the Client will be receiving funding from the European Regional Development Fund ("ERDF") for the Ordered Services. As such, the Service Provider agrees that should the ERDF reduce funding for the Ordered Services then, the Client is entitled to by giving 14 days notice reduce the Ordered Services to a level reflective, in the Client's reasonable opinion, of the new level of funding received from the ERDF.

The Contract will be for 3.5 years from start date.

This will be in line with GLA funding agreements and subject to contract break clauses identified in the Framework Agreement.

There is an option to extend the contract period by up to a further 1.5 years in whole or in part to 5 years, unless terminated earlier at the discretion of the Employer.

Additional Statements for the Employer

- As per the Invitation to Tender Document the following will be part of the Call Off Contract;
- The Consultant will use Employer and EU Funding branding, where requested to do so by the Employer, for all and any activities undertaken as part of the Ordered Services, including but not limited to the email addresses, business cards and letterhead. The Consultant agrees not to use its own branding when providing the Ordered Services and not to take any actions promoting the Consultant or which indicate that the Consultant is providing the Ordered Services rather than the Employer.
- The Consultant agrees that the price quoted for the Ordered Services includes all expenses including travel expenses of the Consultant. No additional expenses will be able to be claimed without the express written consent of the Employer.
- The Consultant and Employer recognise the potential conflict of interest in provision of the Ordered Services and the Consultant then being able to provide support or ancillary services to potential customers. The Consultant will use all reasonable endeavours to reduce this conflict, and ensure

that any staff involved in the Ordered Services do not solicit for services on behalf of the Consultant.

If no programme is identified in part two of the Contract Data

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

If the *Employer* has identified work which is to meet a stated condition by a key date

- The *key dates* and *conditions* to be met are as per the identified milestones in the detailed design. These have been identified in the GLAPPMCS Task 41 – Programme Delivery Unit for RE:FIT proposal. However, these will be agreed between the Employer and the Consultant prior to Contract commencement..

If the *Employer* states any expenses

The *expenses* stated by the *Employer* are

- No expenses will be paid by the Employer. Any expenses which are outside the scope of the Commercial Proposal will need to be agreed by the Employers Agent.

If Option C or E is used

The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than 4 weeks.

The *exchange rates* are not used, all payments are to be made in the *currency of this contract*

If Option X1 is used

- The *index* is Consumer Price Indexation (CPI)

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators (KPI) is as per the Consultant's Technical submission (Pages 37-38).
- Performance against KPIs will be reported monthly and quarterly as required by GLA and ERDF
- Tender proposed percentage of day rate and total contract costs to be subject to the incentivisation

model to be as per the Consultant's Commercial submission (Page 8).

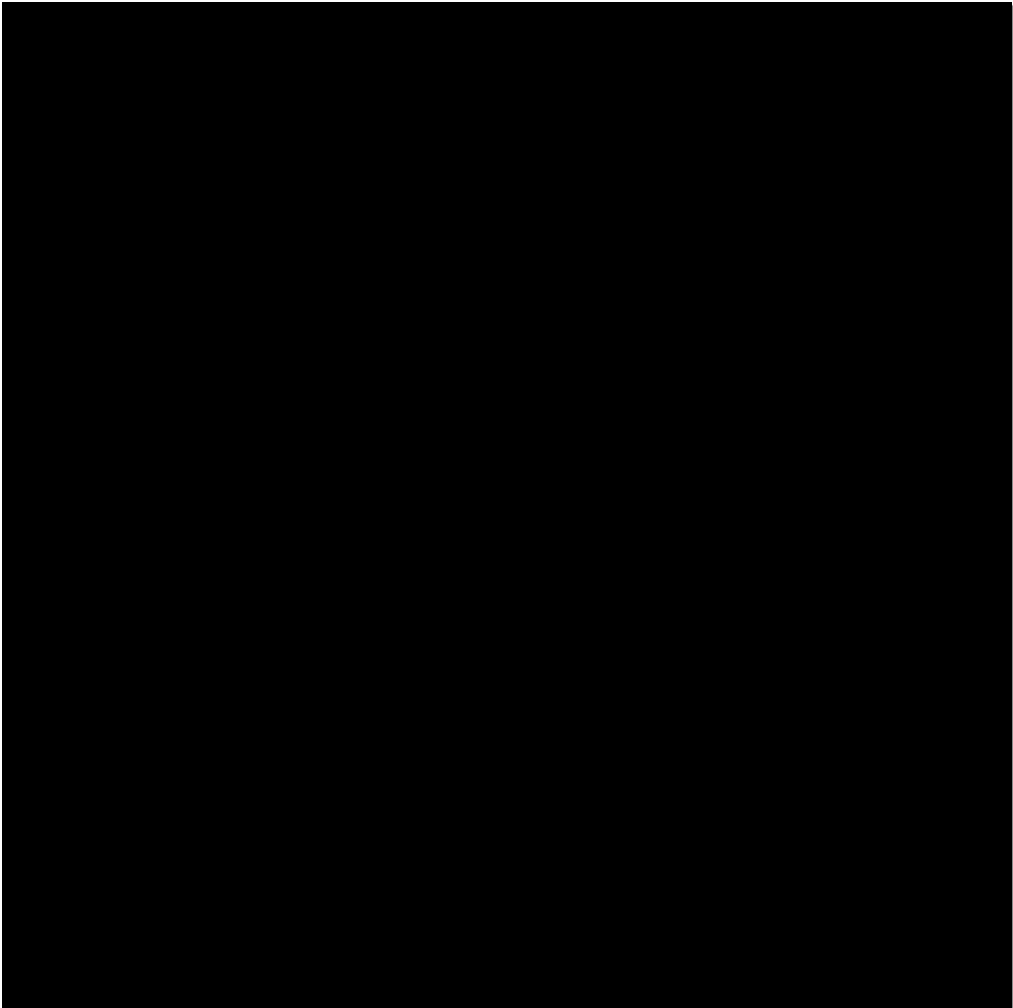
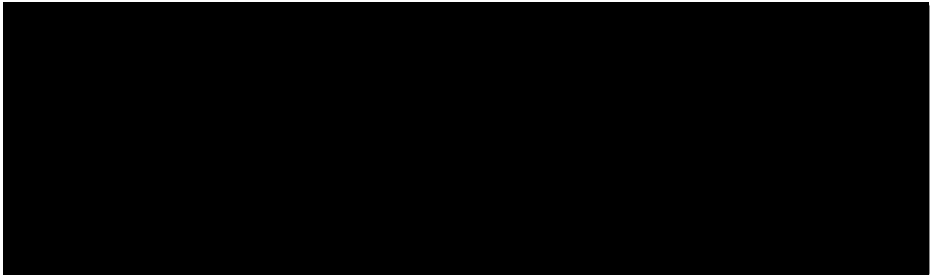
- The mechanisms for payment of the incentivisation and frequency of payments for new targets and previously missed targets will be as per the Scope within the Invitation to Tender Documents (Pages 32-35 Section 6).

CALL OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

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

Statements given in all contracts



Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is *N/A*

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is *N/A*

If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are

item

amount

N/A

N/A

If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things

access to

access date

N/A

N/A

If Option A or C is used

- The *activity schedule* is *N/A*
- The tendered total of the Prices is . . *N/A*