



SCHEDULE 7B

(Form of Agreement – Short Form Call-Off Contract)

FORM OF AGREEMENT

**Call-Off Contract Number: PSFW2: 94203 - Engineering Consultancy Services
Framework Task 423 – LO GSMR Base Stations Replacement Design**

Lot: E10 – Communications Engineering

THIS AGREEMENT is made the 4th day of **August 2025**

BETWEEN:

- (1) **Transport for London** whose registered office is at office is at 5 Endeavour Square London E20 1JN (“the *Employer*”) which expression shall include its successors in title and assigns); and
- (2) **Arcadis Consulting UK Limited (02212959)** whose registered office is at 80 Fenchurch St, London EC3M 4BY (“the *Consultant*”).

WHEREAS:

This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of **PSFW2:94203 the provision of Engineering Consultancy Services framework agreement dated 4th January 2021** (“the Framework Agreement”). The Employer wishes to have provided Consultancy Services as contained in **Attachment 1 - Table 3 – The Employer’s Requirement**. 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).

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 and Schedules. The Employer pays the Consultant the amount due in accordance with the short form conditions of contract. The documents forming the contract are:

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

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.

Transport for London



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

Transport for London

Signature



Print name and position

Ilva Cunka

Commercial Manager - Consultancy

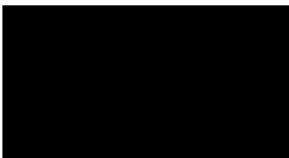
Date: 4/8/2025 | 17:06 BST

Signed by

for and on behalf of

The Consultant

Signature



Print name and position

Graeme Scott

Business Unit Director, Intelligent Mobility Services (UK & I)

Date: 4/8/2025 | 16:42 BST



Table 3, Employer's Requirement:

<p>The Services: See Attachment 1.</p> <p>In addition to Attachment 1, the following requirements shall apply:</p> <ul style="list-style-type: none"> - The Consultant is to submit an updated programme for acceptance by the Employer within 4 weeks of the contract commencement date. - The Consultant is to submit revised programmes at intervals no longer than 4 weeks or at a 2 week interval if there is potential programme slippage or changes to reflect in the interim period. 	<p>Service Commencement Date: As per Table 5, Contract Particulars</p> <p>Estimated Term: As per Table 5, Contract Particulars</p>
<p>Price</p> <p>Option A Fixed Priced contract with activity schedule</p>	
<p>Special Conditions: As per Table 5, Contract Particulars</p>	

Table 4, Consultants Proposal:

See Attachment 2 for Full Consultant's Proposal

<p>The Consultant (supplier name) is: Arcadis Consulting (UK) Limited</p>	
<p>Proposal Ref: Task 423 – LO GSMR Base Stations Replacement Design – Arcadis Submission</p>	<p>Proposal Date: 20/06/2025</p>
<p>Tendered Total price: As per Table 5, Contract Particulars:</p>	
<p>Bid Manager's contact details: As per Table 5, Contract Particulars</p>	



Table 5, Contract Particulars:

<p>Contract Number: PSFW2: 94203 - Engineering Consultancy Services Framework Task 423 – LO GSMR Base Stations Replacement Design</p>
<p>Contract Value:</p> <p><u>Option A – Fixed Priced Call Off Contract</u></p> <p>The maximum value of the Contract will not exceed £349,954.43.</p> <p>During the Call Off Contract any team members substitution must be for the same specialism at same grade and at the same day rate and must be agreed with the Employer's Call Off Contract Manager beforehand.</p> <p>The Consultants' Discounted Day Rates are based on 8 hours per day and are inclusive of all costs including but not limited to travel and subsistence charges. No other costs will be paid by the Employer.</p> <p>The Consultants' Discounted Day Rates are fixed for the entire duration of the Call Off Contract, including any extension (s).</p> <p>If there is a need for the Employer to delay the completion of the delivery of the services, the Employer has an option, exercisable at its sole discretion, to extend the duration of the Contract. Any extension would be subject to the appointed Consultant's satisfactory performance and the maximum value of the Call Off Contract remaining the same.</p> <p>As outlined in the Services Specification, the Employer may require additional scope during the contract term. These additional services may include the following:</p> <ul style="list-style-type: none"> - Update the detail design. - Update the construction design. - Update testing and commissioning strategy for the implementation works. - Continue to undertake the role of principal designer.
<p>The Contract Commencement Date is: 6th August 2025 The Service Commencement Date is: 6th August 2025 The Term is: Ten (10) months.</p> <p>The Employer has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further 10 months.</p> <p>Any extension will be subject to the appointed Consultant's satisfactory performance.</p>
<p>In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's Contract Manager is:</p>

Transport for London



Name: Wilfred Kwao, [REDACTED]
Email: [REDACTED]

In accordance with Clause 7.1 of the Short Form Conditions of Contract, the **Employer's Procurement Manager** is:

Name: Sam Walden – [REDACTED]

Address: [REDACTED]

E-mail: [REDACTED]

In accordance with Clause 8.5 of the short form Conditions of Contract, the **Consultant's Call Off Contract Manager** is:

Name: Toan To

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): **[30]** Calendar days

Special Conditions of Contract:

The framework agreement and Schedule 7B **Form of Agreement – Short Form Call-Off Contract** Terms and Conditions apply.

- [REDACTED]

Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)

Clause 5.1

[REDACTED]

Clause 5.4

[REDACTED]



Address where invoices shall be sent:

Transport for London



Electronic format for delivery of invoices by the Consultant:



All invoices must have Contract Reference Number, SAP Purchase Order number, Consultant's name and address, a separate calculation of VAT and a brief description of the Services provided.

Other: N/A



Attachment 1 - Table 3, Employer’s Requirement:

