

**SCHEDULE 7B****Form of Agreement – Short Form Call-Off Contract**

Framework Agreement: TfL PSFW2 94203 - Engineering Consultancy Services

Framework Lot: E24 – Signal Design Engineering

Outline Agreement: 4600008142

THIS AGREEMENT is made the 21st day of June 2024

BETWEEN:

- (1) **Transport for London (TfL), (“the *Employer*”** which expression shall include its successors in title and assigns); and
- (2) **Ark Signalling Consultancy Ltd**, a company registered in England and Wales (Company Registration Number **7649520**) whose registered office is at Black Barn, Cornwells Farm, Marden, Kent, TN12 9NS (**“the *Consultant*”**)

WHEREAS:

This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of **TfL PSF2 94203 - Engineering Consultancy Services dated 4th January 2021** (“the Framework Agreement”). The *Employer* wishes to have provided Consultancy Services as contained in Table 3. 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 Agreement).

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, Schedules and Attachments. The *Employer* pays the *Consultant* the amount due in accordance with the Short Form Conditions of Contract. The documents forming this Call-Off Contract are:

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

This Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.



Table 3, *Employer’s Requirement:*

To appoint a Consultant/s for the provision of Signalling Design Engineers (Resources) to support the delivery of mTRAC for the Bakerloo Control Upgrade Project (BCUP).

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

Table 4, *Consultant’s Proposal:*

[Redacted content]

Full Proposal as provided at tender stage.

Charges:

[Redacted content]



Table 5, Contract Particulars:

Contract Number: ENG Task 256 - BCUP Signalling Design Engineers
<p>The Contract Commencement Date is: 28-Jun-2024</p> <p>The Service Commencement Date is: 01-July-2024</p> <p>The Call-Off Term is: 12 months from Commencement Date. Contract shall terminate 27-June-2025</p> <p>The Call-Off Contract may be extended for a further 12 months, however any extensions will be at the <i>Employer's</i> own discretion and subject to the appointed <i>Consultants'</i> satisfactory performance, ongoing requirement and funding availability. This will be confirmed and mutually agreed in writing.</p>
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the <i>Employer's</i> Contract Manager is:

[Redacted]

In accordance with Clause 7.1 of the Short Form Conditions of Contract, the <i>Employer's</i> Procurement Manager is:

[Redacted]

In accordance with Clause 8.5 of the Short Form Conditions of Contract, the <i>Consultant's</i> Key Persons are:
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[Redacted]



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

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

Clause 5.1 - The invoice period shall be 4-weekly in arrears.

Clause 5.4 - Payment will be made within 30 days of receipt of invoices.

A monthly spreadsheet of current and completed tasks & hours worked (format to be agreed) must be submitted by each Resource and approved by the BCUP Principal Engineering Lead prior to invoicing.

Consultant must send invoices via email, in pdf format, to: Invoices@tfl.gov.uk

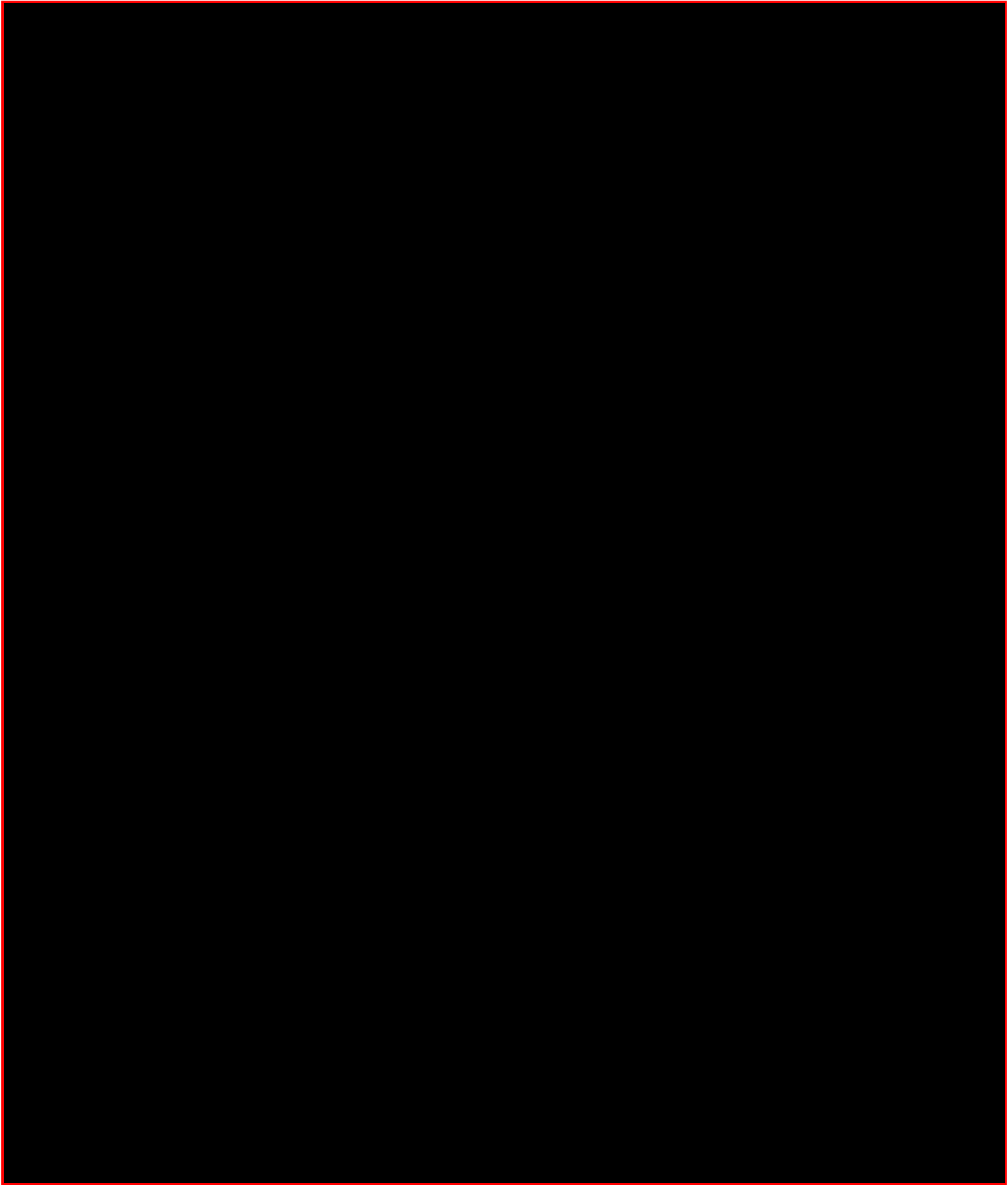
Invoices should be addressed to:

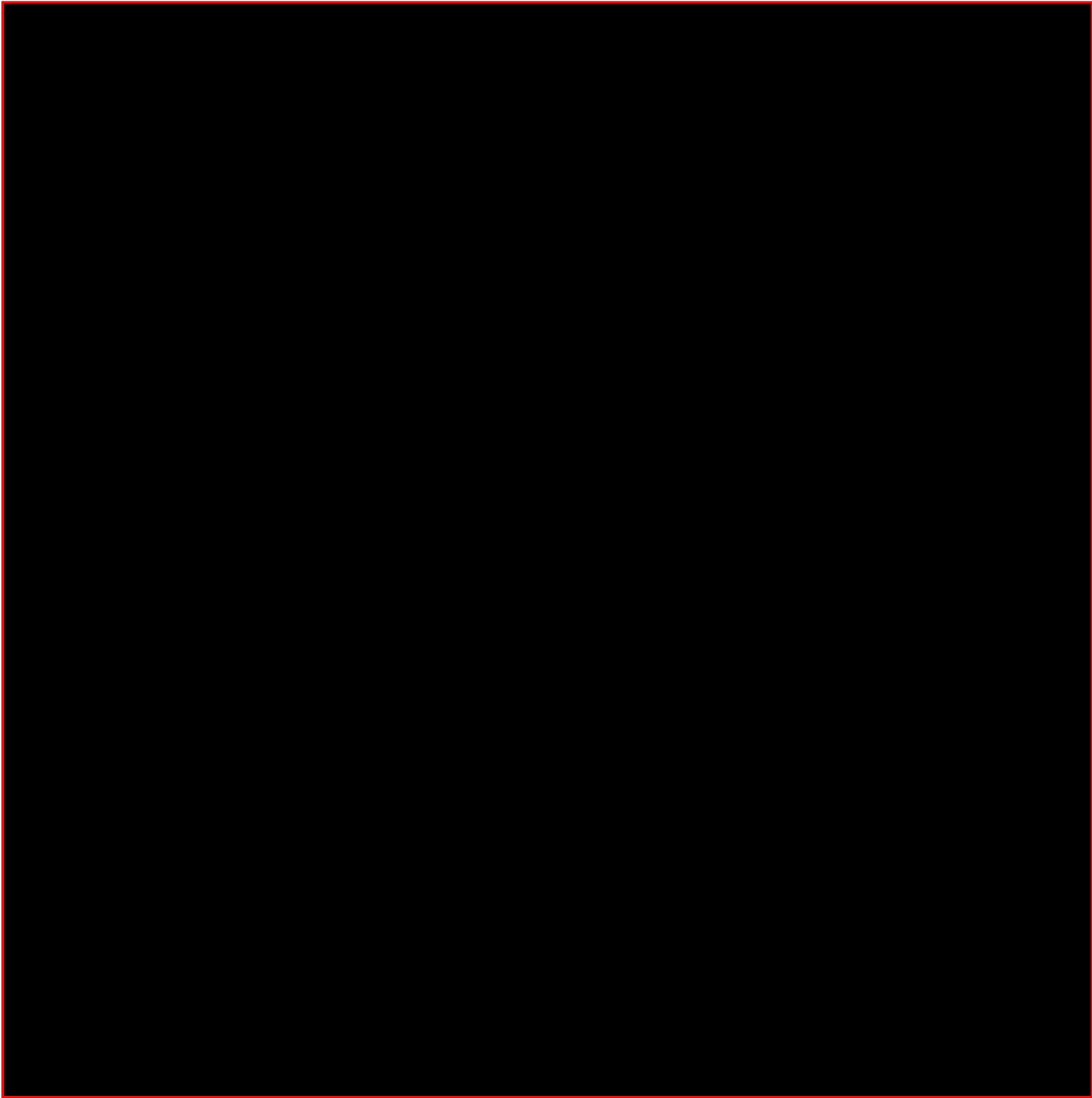
Transport for London
Accounts Payable
P.O. Box 45276
14 Pier Walk, SE10 1AJ

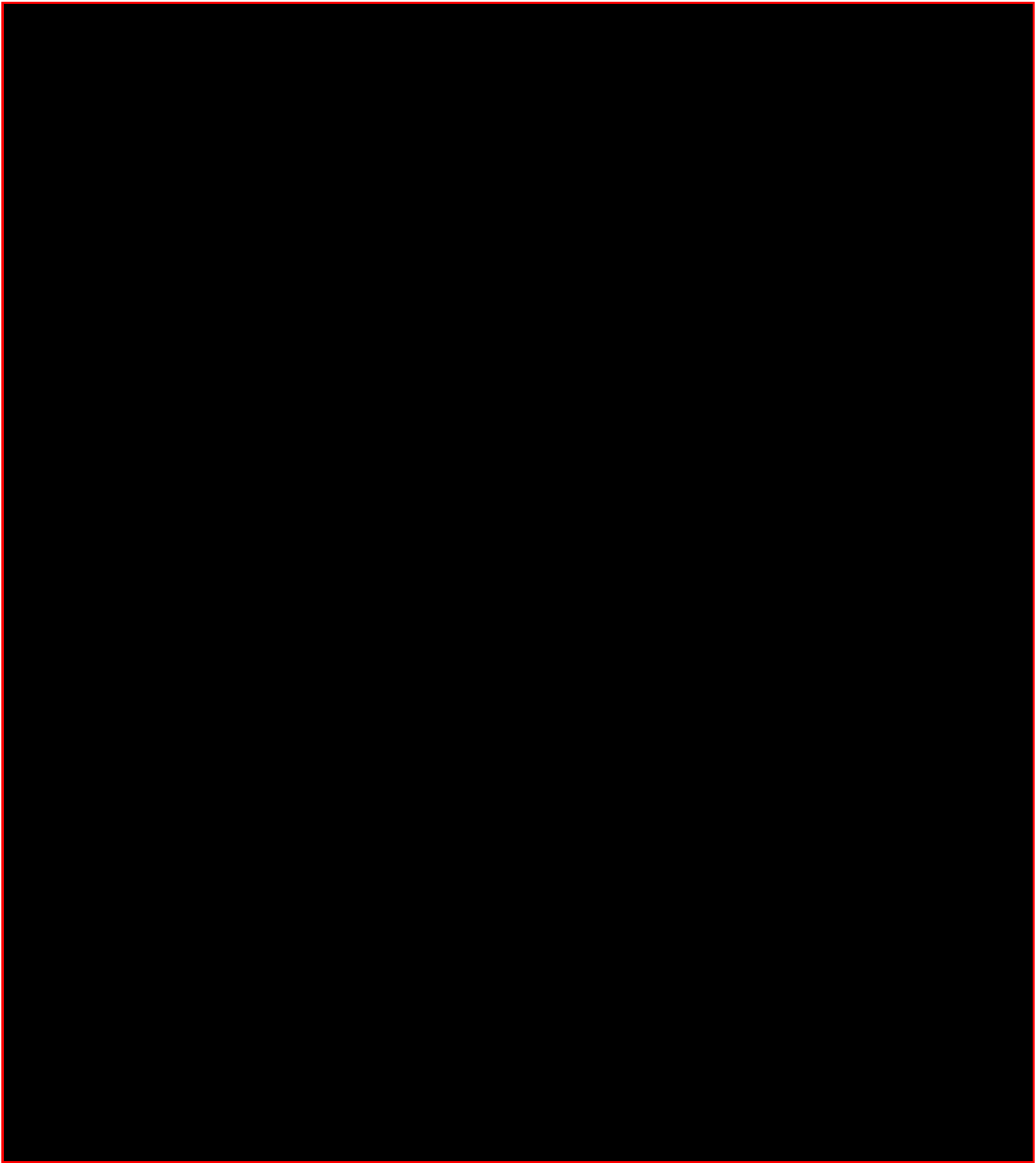
All invoices must have TfL Contract Reference Number, SAP Purchase Order number, TfL Contact name, a separate calculation of VAT and a brief description of the Services provided.

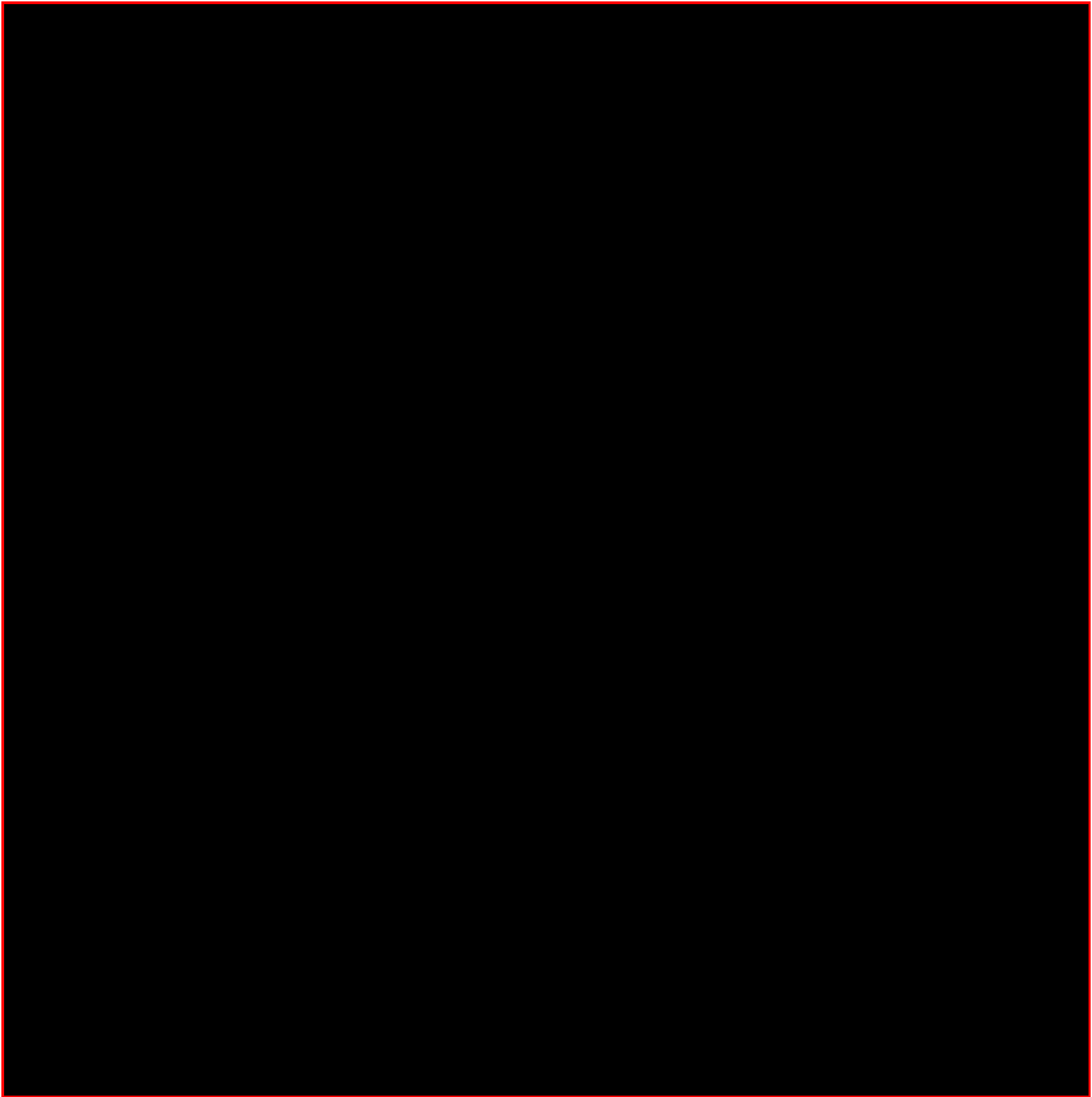


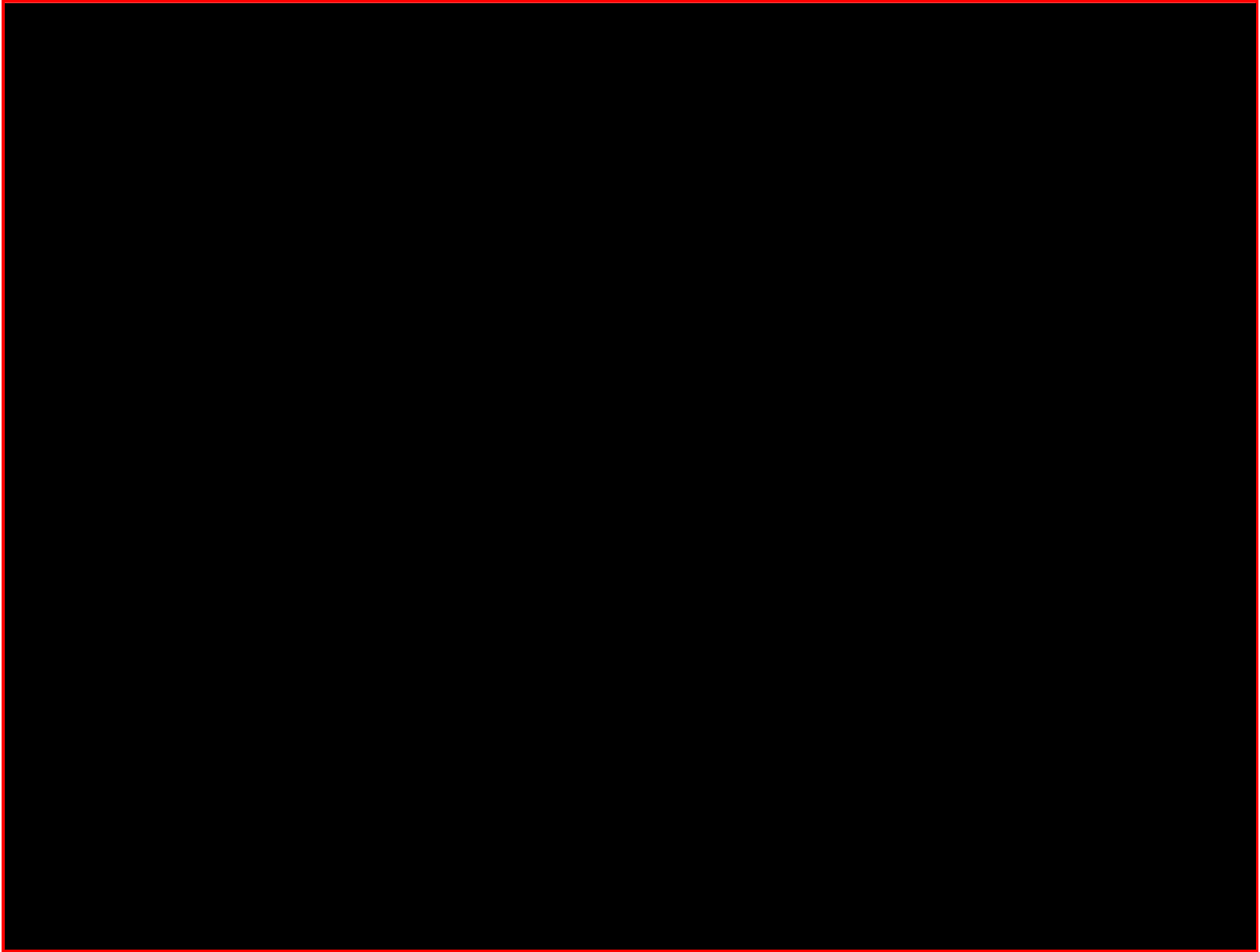
Appendix 1 – Specifications of Services











Below Diagram Shows:



