

## **SCHEDULE 6 - CALL-OFF CONTRACT**

**Framework Number: TfL90748 – Property Consultancy & Development Framework**

**Call-Off Contract Number: Task 87 – Property Consultancy & Valuation Advice at North Greenwich Station**

**THIS CALL-OFF CONTRACT** is made the 10<sup>th</sup> day of January 2017

### **BETWEEN:**

- (1) The Greater London Authority and Transport for London (“the Authorities”); and
- (2) Deloitte LLP, a company registered in England and Wales (Company Registration Number OC303675) whose registered office is at [REDACTED] (“the Service Provider”).

### **RECITALS:**

- A. The Contracting Authority and the Service Provider have entered into an agreement dated 29 April 2015 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 provided always that the Service Provider is not responsible for and shall not be liable to pay liquidated damages in respect of any delays caused solely by any breach or negligent performance of any of its obligations under this Call-Off Contract by the Authority. 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. LIMITATION OF LIABILITY**

Attachment 1 specifies any limitation of liability applicable to this Call-Off Contract.

## **Attachment 1**

### **1. Services to be provided**

As set out in the 'Method Statement' of the below attached Deloitte tender response (dated 4 November 2016).

### **2. Timetable**

Commencement date: 07 December 2016

Duration/Expiry Date: 31 December 2017

Project Plan as per attached proposal

### **3. Liquidated Damages**

As per the original Framework Agreement

### **3A. Limitation of Liability**

Liability is to be capped at £5m in aggregate

### **4. Expenses**

N/A:

### **5. Authority Account Details**

PO number will follow this contract

### **6. Authority Call-Off Co-ordinator**

Greater London Authority  
Accounts Payable  
PO Box 45276  
14 Pier Walk  
Greenwich  
London SE10 1AJ

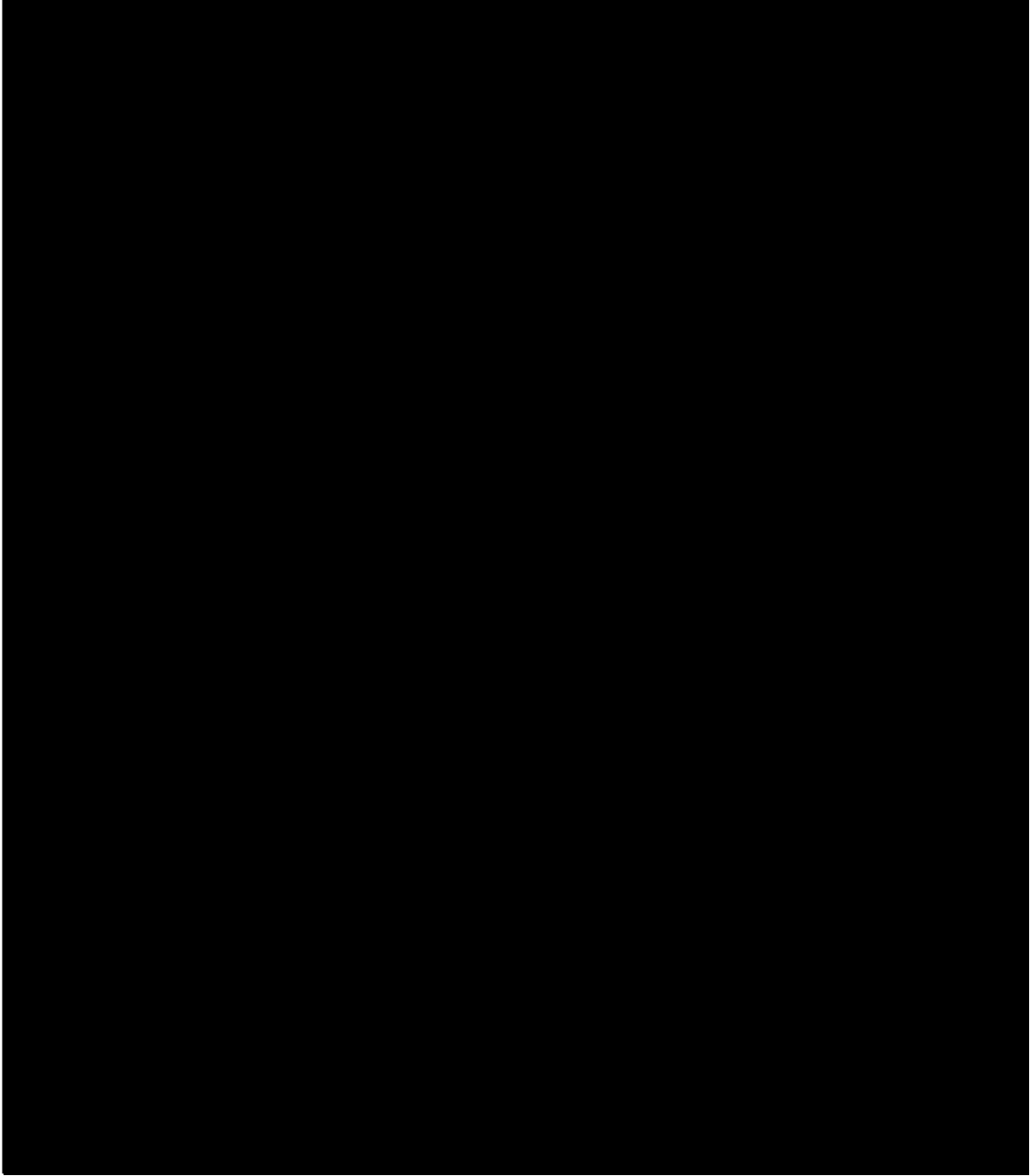
### **7. Availability of Key Personnel**

The Service Provider's Key Personnel shall be available at the following period of notice: 30 days

### **8. Other information or conditions**

**6. 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.



**Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract**



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## **Attachment 2**

### **1. Charges**

As per 'Fee Proposal' within 'Deloitte commercial.pdf' document attached below

### **2. Key Personnel**

The Service Provider's Key Personnel (include grades and areas of responsibility): As per submission attached

### **3. Proposed sub-contractors (if any)**

N/A

### **4. Proposed completion date**

Duration/Expiry Date: 31 December 2017

  
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