

TfL-93456 08 2022-23

SCHEDULE 6 - CALL-OFF CONTRACT

Framework Number: TfL-93456

Call-Off Contract Number: TfL-93456 08 2022-23

THIS CALL-OFF CONTRACT is made the 7th day of March 2023

BETWEEN:

- (1) Transport for London ("**the Authority**"); and
- (2) Track, Protection and Signalling Limited, a company registered in England and Wales (Company Registration Number 06929482) whose registered office is at The Pinnacle, 170 Midsummer Boulevard, Milton Keynes, Buckinghamshire, MK9 1BP ("**the Service Provider**").

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement 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 the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the 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.

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- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the 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 the 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 the 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 the 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 the Agreement.

4. CHARGES

Attachment 1 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 the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 1.

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This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of Transport for London

Signature  _____

Name: Robert Weatherley _____

Title: Commercial Manager _____

Date: 7/3/2023 | 01:06 PST _____

SIGNED

For and on behalf of Track, Protection and Signalling Limited

Signature  _____

Name: Kay Richmond _____

Title: HSQE Manager _____

Date: 6/3/2023 | 10:32 PST _____

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Attachment 1**1. Services to be provided**

The provision of five (5) teams on a call-off basis consisting of the following resources:

- 1 x Technical Officer;
- 1 x Installer (MDT); and
- 2 x Signals General Labourer

2. Timetable

Commencement Date: 12/03/2023

Completion Date: 31/12/2023

3. Key Personnel

The Key Personnel represent the resources proposed by the Service Provider and accepted by the Designated Employer Representative (DER)

4. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice: 24 Hours

5. Order Specification

As incorporated in Schedule 3: Services of the TfL-93456 Framework Agreement

6. Rates

Grade	Hourly Rate
Technical Officer	
Installer (MDT)	
Signals General Labourer	

7. Other information or conditions

- The Maximum Estimated Price is £1,128,120.00
- Periodic payment will be processed using the Contract Payment Approval Form (CPAF) process
- Forecast of requirements will be issued in advance of the period of utilisation by the DER and supply is not to exceed the periodic forecast
- Resources will be requested at the discretion of the Authority
- The Service Provider shall provide evidence of the licences held for all proposed resources prior to work commencement
- The DER's are Pas Gaetani (Stratford) and David O'Leary (Acton)
- All works, activities or services supplied under this Call-Off Contract must be in line with the agreed Quality, Environmental, Safety and Health (QUENSH) Contract Menu