

SCHEDULE 6B

Call-Off Contract

Framework Agreement: GLA 80814 - Decentralized Energy Framework
Sub-Lot: Lot 1.4 Feasibility Studies For DE Projects
Call-Off Contract Number: GLA 80814 / Task 10 – Preliminary Feasibility Study for St. Ann's Hospital

THIS CALL-OFF CONTRACT is made...*the 30th day of July 2019*...

BETWEEN:

- (1) Greater London Authority whose principal office is at City Hall, The Queen's Walk, London, SE1 2AA ("the Contracting Authority").
- (2) Transport for London whose registered office is at 55 Broadway, London, SW1H 0BD ("the Authority"); and
- (3) Ramboll UK a company registered in England and Wales (Company Registration Number 06322436) whose registered office is at 240 Blackfriars Rd, London SE1 8NW ("the Service Provider").

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement dated June 2017 which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority ("the Framework Agreement").
- B. The Contracting Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Framework 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.
- 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 Contracting 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

- 4.1** 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 the Agreement.
- 4.2** The Service Provider shall issue an invoice to (and in the name of) the Contracting Authority in respect of the Charges in accordance with Attachment 2.

- 4.3 The Service Provider shall submit invoices to the address set out in Attachment 1 or in electronic format as set out in Attachment 1. Each invoice shall contain all information required by the Authority as required in Attachment 1. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 4.4 In the event of a variation to the Services in accordance with this Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.
- 4.5 The Contracting Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 4 in a timely manner. If the Contracting Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 4.5.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved for payment which shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Contracting Authority may choose from time to time within 30 days of receipt of such invoice from the Service Provider;
 - 4.5.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider. The Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Contracting Authority.
- 4.6 Except where otherwise provided the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Call-Off Contract.
- 4.7 The Service Provider will be paid for the invoiced fee plus VAT amount shown on the invoice by the Contracting Authority within 30 days of receipt of the invoice from the Service Provider.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authorities Call-Off Co-ordinators 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.

6. INSURANCES

In accordance with the provisions of Clause 21 of the Agreement, the Service Provider shall maintain the specified Insurances as per the Agreement, unless alternatives have been specified in Attachment 1.

7. LIABILITY

For this Call-off Contract, the Service Provider's total liability howsoever arising, whether in contract or tort (including negligence), by way of indemnity, statutory breach or otherwise shall be limited to [REDACTED]. This limit does not exclude or limit the Service Providers liability for:

- Death or personal injury;
- Fraud or fraudulent misrepresentation; or
- any other liability which, by law, it cannot exclude or limit.

8. THE DOCUMENTS FORMING THE CALL OFF CONTRACT ARE

- this Call-Off Contract duly executed by the Parties;
- Call-Off Contract Attachment 1
- Call-Off Contract Attachment 2;
- the following appendices:
 - the Project Brief - Appendix 1
 - the Proposal - Appendix 2

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

SIGNED

For and on behalf of Ramboll UK (the Service Provider)

Signature: 

Name: ANDREW HENDERSON

Title: NEED OF BUSINESS

Date: 12/7/2019

SIGNED

For and on behalf of Greater London Authority (the Contracting Authority)

Signature: 

Name: LOKE BRUCE

Title: HD ENVIRONMENT

Date: 26/7/19.

SIGNED

For and on behalf of Transport for London (the Authority)

Signature: 

Name: TIFAAL AHMED

Title: ASSISTANT COMMERCIAL MANAGER

Date: 30 July 2019

ATTACHMENT 1

Services to be provided

1. Summary

The appointed Consultant to undertake the potential for low carbon energy on St Ann's Hospital as it has been identified in the London Borough of Haringey's 2016 Energy Masterplan for being an ideal location to install a district heating network.

The Consultant will be expected to consider whether a Combined Power and Heating plant (or other form of district heating system) will be suitable for the St Ann's Hospital site, with opportunities to work with the National Health Service (NHS) Trust, as referenced in the Project Brief for St Ann's Hospital DE Opportunity Preliminary Feasibility Study, to evaluate the probability of supplying energy to the proposed residential site and existing hospital site.

A full Project Brief of the services to be carried out is included within Appendix 1.

2. Call off Contract Duration

Contract Commencement Date: 15th July 2019

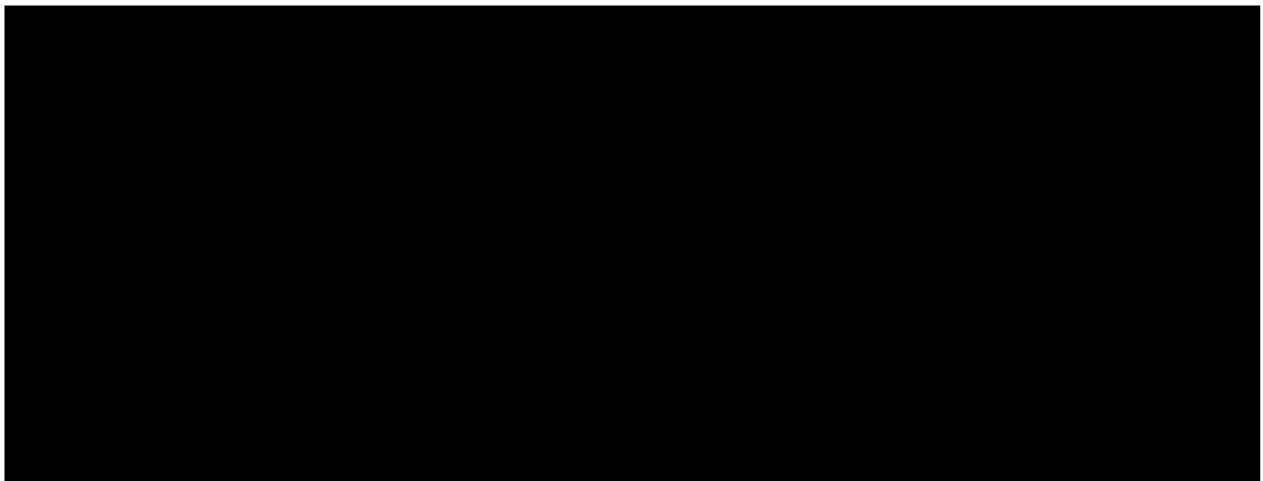
Term of the Call-Off Contract: Contract to terminate 14th November 2019. This may be subject to change depending on how the project progresses. However, the Consultant should note this is the date they should work towards.

Notice period in accordance with Clause 28.4 of the Framework Agreement (termination without cause): 30 days

3. Invoices

Date/Period for submission of Invoices: The Service Provider is to submit invoices on a [REDACTED]

Address for invoices:



4. The Authorities Call-Off Contact's:

Contract Manager (GLA):

Name: Shadi Brazell - Interim Senior Area Manager (North East),
Housing & Land

Address:

E-mail address:

Telephone:

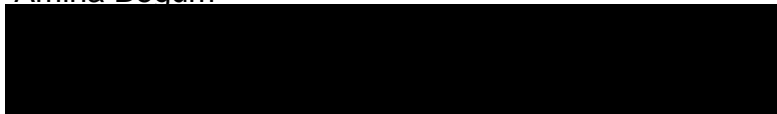


Procurement Manager (TfL):

Name: Amina Begum

E-mail address:

Telephone:



ATTACHMENT 2

Service Provider's Proposal

1. Proposed Solution

Ramboll's proposal sets out the technical approach for achieving GLA's objectives for this project.

See Appendix 2 for the Proposal.

2. Charges

The tendered total Price is fixed at [REDACTED] and shall not exceed this amount.

See Appendix 2 for cost breakdown.

GLA will not reimburse any additional costs for time, input, resource or other without prior written consent from GLA's employing manager.

3. Service Team and Personnel

Name: Lucy Padfield
Project Role: Project Director
Address: [REDACTED]
E-mail address: [REDACTED]

Name: Oliver Pitchers
Project Role: Project Manager
Address: [REDACTED]
E-mail address: [REDACTED]

Name: Alan Thomson
Project Role: Technical QA
Address: [REDACTED]
E-mail address: [REDACTED]

Name: Orestis Angelidis
Project Role: Energy / Techno-Economic Modeller
Address: [REDACTED]
E-mail address: [REDACTED]

Name: Angelos Chatzidiakos
Project Role: District Heating Engineer
Address: [REDACTED]
E-mail address: [REDACTED]

APPENDIX 1

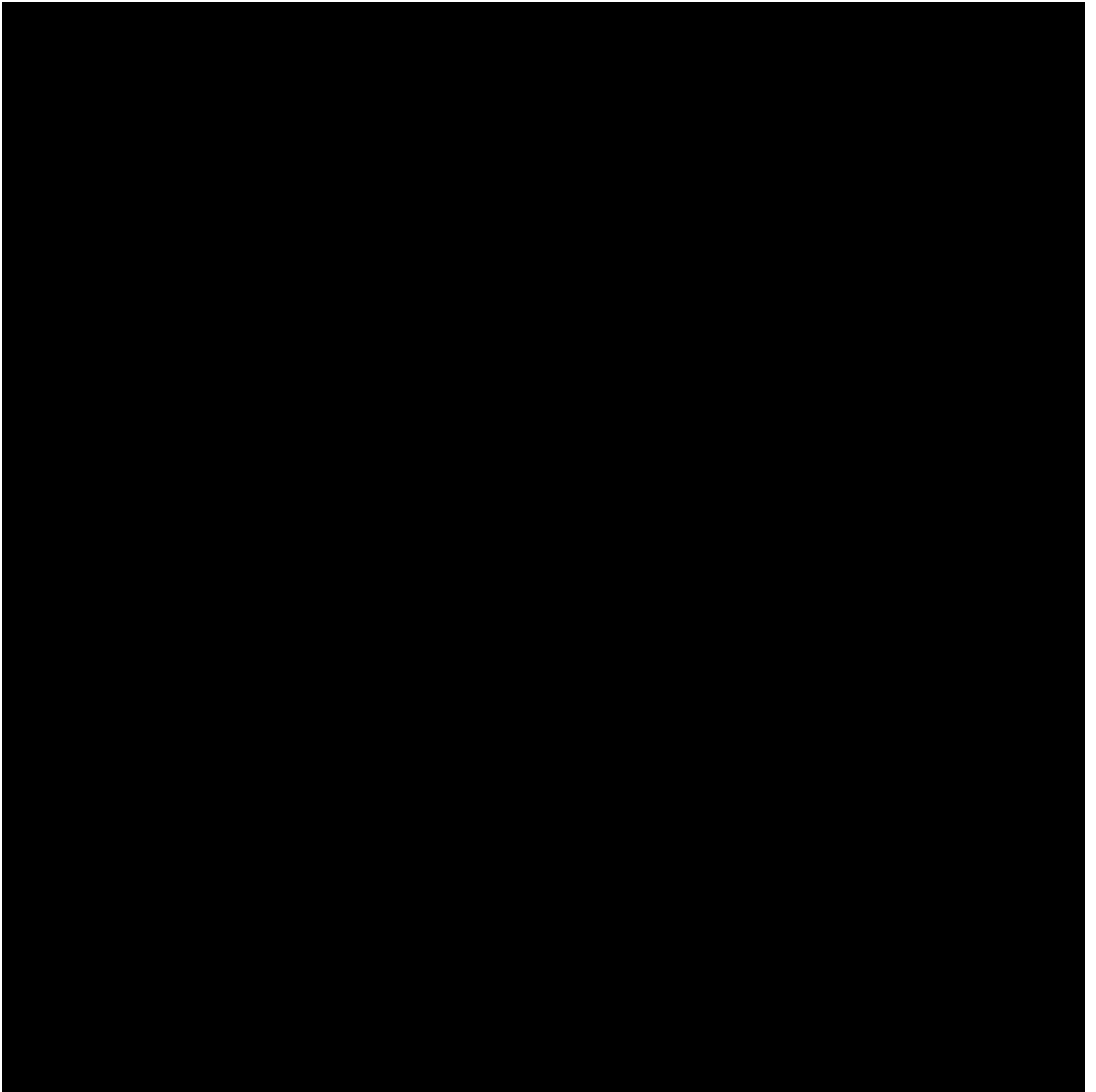
Project Brief

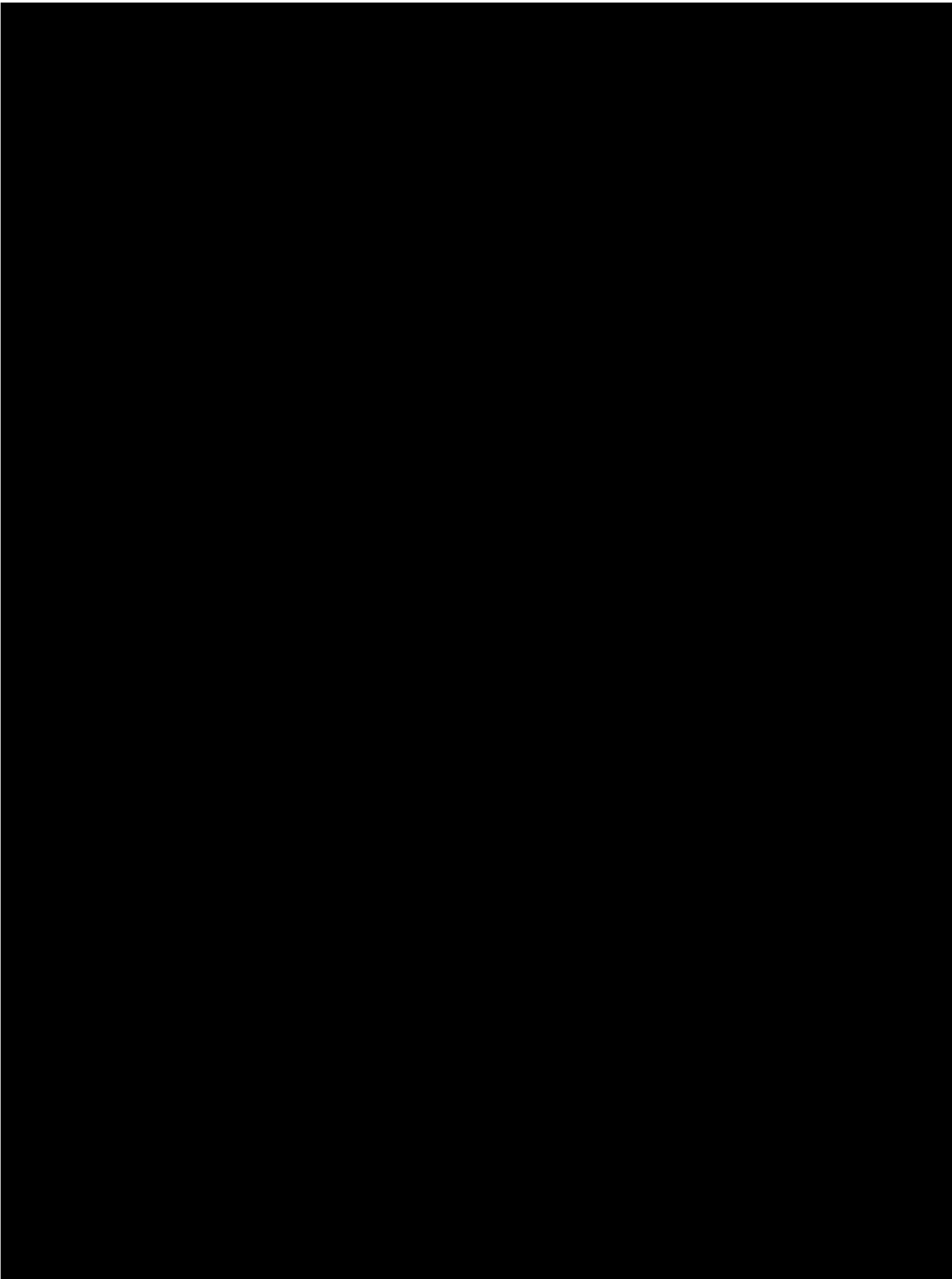
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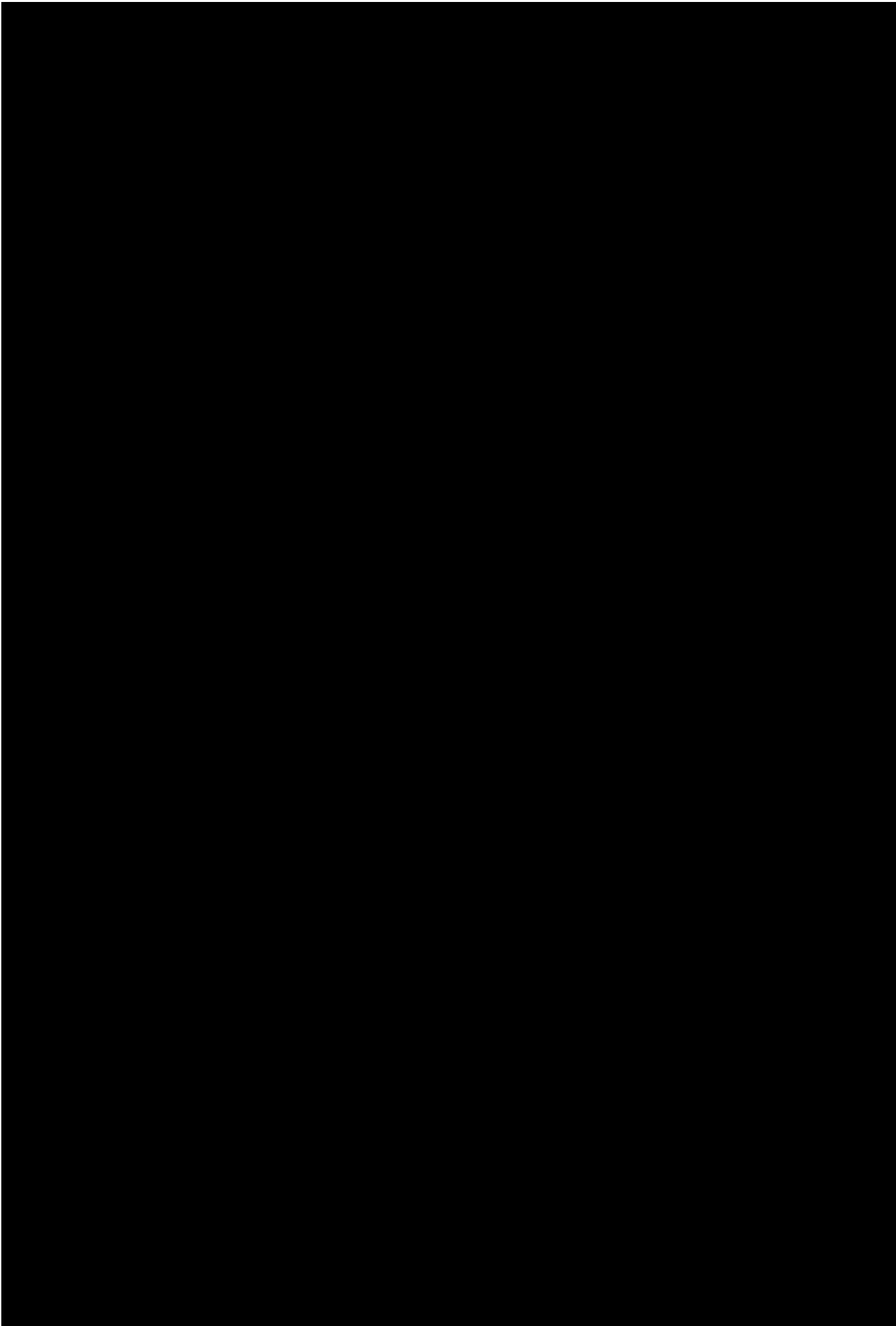
St. Ann's Hospital DE opportunity

Preliminary Feasibility Study

Tender ref: Ref: GLA 80814 / Task 10



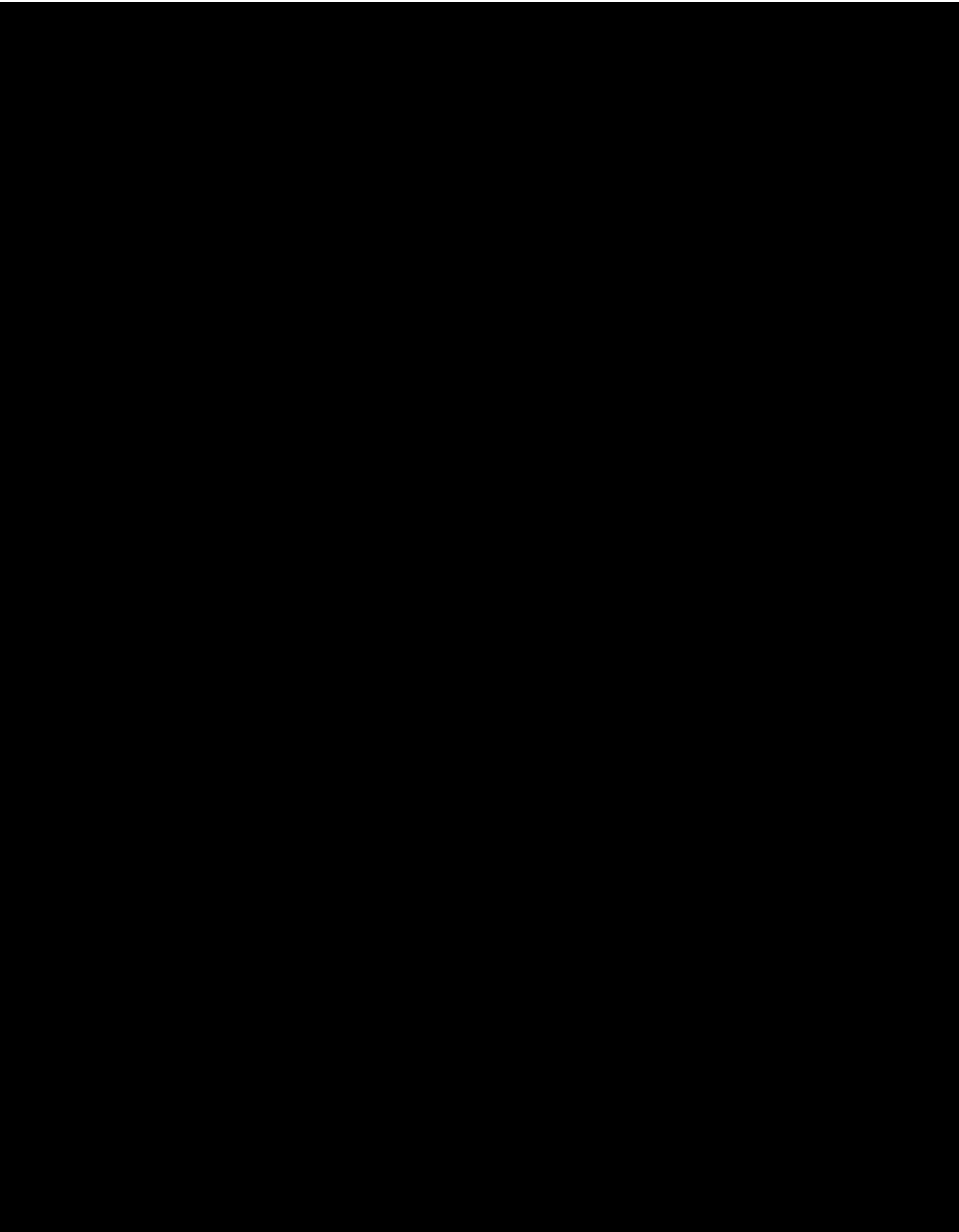


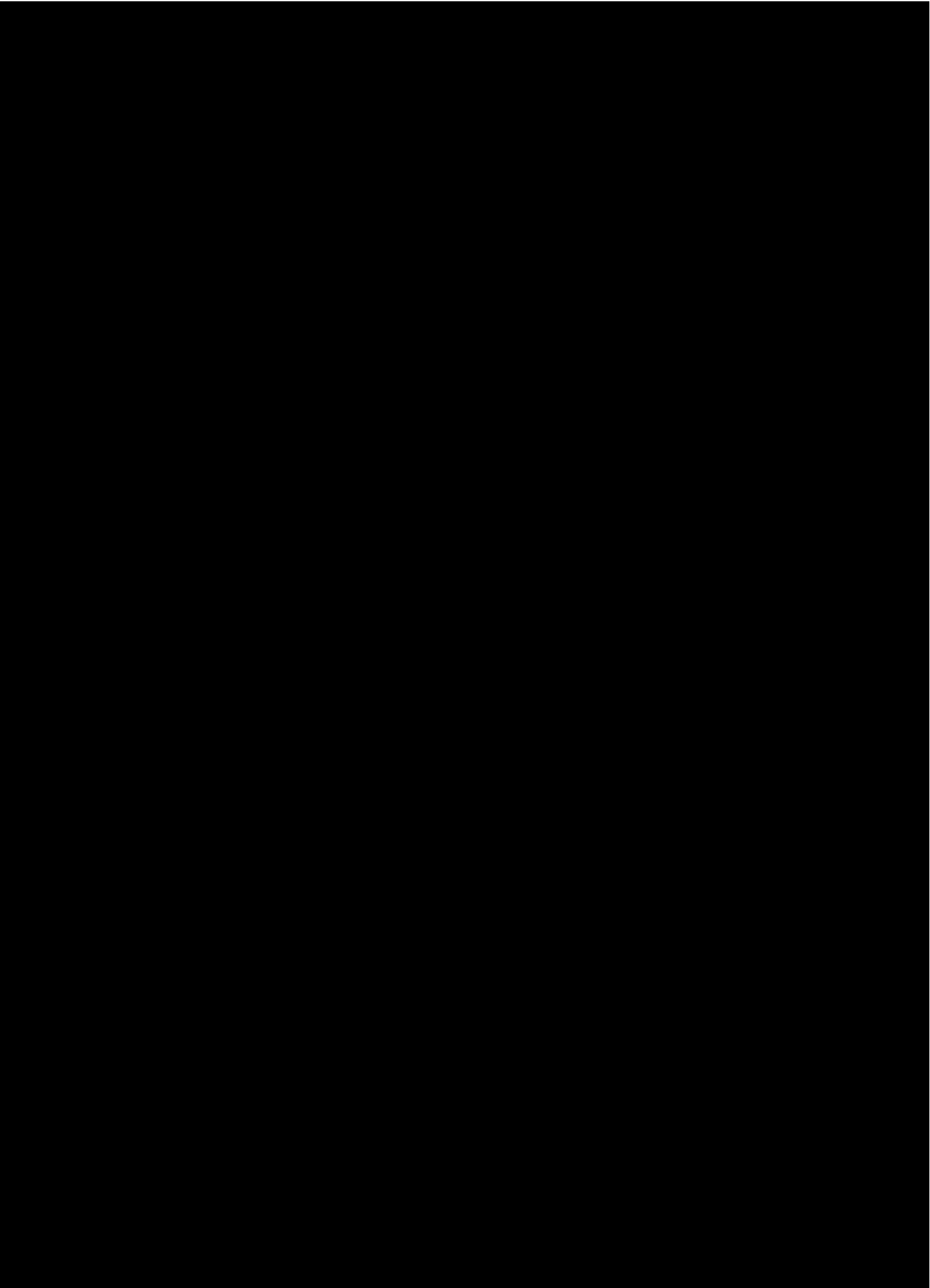


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APPENDIX 2

Proposal

Attached herein,

Intended for
Transport for London

Document type
Tender

Date
May 2019

PRELIMINARY FEASIBILITY STUDY

ST ANN'S HOSPITAL DISTRICT ENERGY OPPORTUNITY



