

Schedule 6 - Call-Off Contract Template

Framework Number: TfL 90748 Property Consultancy and Development framework.

Call-Off Contract Number: Task 50 – Silvertown Quays Consultant

THIS CALL-OFF CONTRACT is made the 24th day of March 2016

BETWEEN:

- (1) Greater London Authority (“**the Authority**”); and
- (2) GVA Financial Consulting Ltd, a company registered in England and Wales (Company Registration Number 07359662) whose registered office is at 3 Brindley Place, Birmingham, B1 2JB (“**the Service Provider**”).

RECITALS:

- A. The Contracting Authority and the Service Provider have entered into an agreement dated 19th March 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.

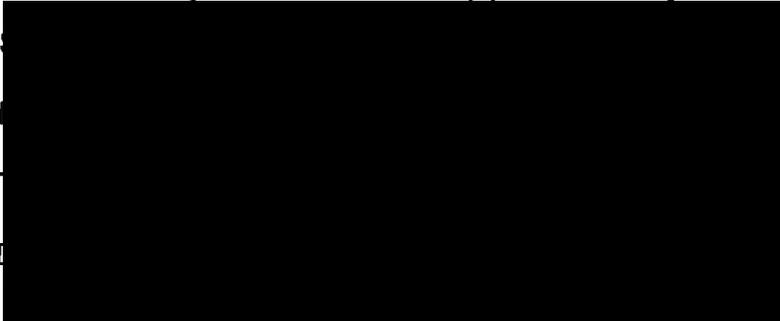
6. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

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.

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

SIGNED

For and on behalf of the Greater London Authority

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SIGNED

For and on behalf of GVA Financial Consulting Ltd trading as
GVA Real Estate Finance

A large black rectangular redaction box covering the signature and name of the representative for GVA Financial Consulting Ltd.

Attachment 1

Silvertown Quays Business Plan & Financial Model Review – January 2016

Background

In June 2013 the GLA entered into a Master Development Agreement (MDA) with The Silvertown Partnership (a Consortium between First Base and Chelsfield) (TSP) to deliver a 'Brand' led employment focussed mixed use scheme on the Silvertown Quays site, Newham, London.

Under the MDA TSP are required to submit a revised full business plan for the whole scheme within 6 months on the date of MDA. A revised full business plan was submitted to the GLA in December 2013 and, following detailed review, was approved in June 2014. TSP may amend and update the full business plan from time to time subject to approval of the GLA. TSP are also required to submit a phase business plan for each phase prior to it being drawdown which should reflect the full business plan insofar as it relates to the relevant phase. The phase 1 business plan will be submitted early in 2016 and the GLA requires an external review to verify that the inputs and model are realistic and to highlight any areas of concern that we should raise with TSP.

The GLA will be able to make available previous reviews of the business plan to the successful bidder.

Planning

In April 2015 TSP secured resolution to grant planning permission on the 7.2m sqft Outline Application. No 14/01605/OUT:

<https://pa.newham.gov.uk/online-applications/simpleSearchResults.do;jsessionid=25E97DFD757205B14A820CDF859A3EB8?action=firstPage>

S106 discussions are concluded and the GLA has signed off the stage 2 referral by the London Borough of Newham and the application has been referred to the Secretary of State's for DCLG and Transport. TSP are working towards the drawdown of the first phase of development early in 2017.

Once TSP secure a signed unchallengeable planning permission they will submit a revised financial model to reflect the position agreed within the 106 agreement. This will need to be reviewed upon receipt to ensure it is credible and sound.

The Outline application comprises a comprehensive Brand led employment focussed mixed used development of up to a maximum of 670,000 sq. m (GEA). The quantum of built floorspace across the Development shall not exceed the maximum floorspace and the figures set out below in respect of each permitted use:

- 222,000 sqm of brand (Sui Generis)
- 44,500 sqm of 'brand-related' retail (Use Class A1)
- 179,000 sqm of office (Use Class B1)

- 300,000 sqm of residential which equate to approximately 3,000 units (Use Class C3)
- 20,400 sqm of food and beverage (Use Class A3-A5)
- Up to 10,000 sqm of 'local retail' (Use Class A1-A5)
- 6,900 sqm of community and education (Use Class D1)
- 19,800 sqm of leisure and cultural (Use Class D2)

Requirement

This is a two stage process:

Stage 1. Immediately – concluded March 2016.

Stage 2. Estimated summer / autumn 2016 prior to draw down of Phase 1 land.

Stage 1. - Review of current Business Plan and updated Financial Model

To provide the GLA with a high level and succinct report reviewing the updated Financial model and providing comment on changes from the previous approved model and any areas that require further attention.

The financial model has been provided to the GLA as a bespoke development appraisal model based in Excel. The key areas which comment is sought are as follows:

Financial Model

To review the Excel based Financial Model, to establish / assess any significant concerns with a specific focus on Phase 1.

Viability

To assess the financial inputs which are set out in the financial model.

The assessment should cover high level review of:

- Rents, yields & sales values on brand, office, leisure and cultural, local retail & residential sales values and appropriate project returns. Comment to be provided on the inputs in the context of the current market.
- High level assessment of costs against benchmarks, with any anomalous costs identified.
- Sensitivity analysis on key inputs such as build cost & rent
- Debt/equity funding split and associated return on investment

Funding

Review funding strategy for Phase 1 within current international funding environment & context and provide professional opinion of risk of proposed approach.

Stage 2 - Review of Phase 1 Business Plan & Financial Model

Provide GLA with a succinct report that builds upon the previous review. Developer is to submit a Phase 1 Business Plan which will be a refinement of the full Business Plan prior to drawdown of land. Report to review / comment on all elements mentioned as part of Stage 1.

This stage will require a more in-depth analysis of the financial model and bidders should propose how this finer grain review would be undertaken.

Meetings

Tenderers should include for attending 2 meetings for each stage and provide a fee for attending additional meetings as required.

SUBMISSION REQUIREMENTS

Submissions should provide details of expected time spent by each consultant's team member on the project, be readable in either Microsoft Office Word 97-2003, or PDF format and address the below.

The submission should provide the GLA with the following information and should be no more than 5 pages:

- An explanation of the tenderer's approach to delivering the project objectives and outputs, making reference to previous projects that show a similar approach.
- The tenderer's understanding of the key issues relating to the requirements, making reference to previous projects as examples where appropriate
- The tenderer's fee proposal broken down into days and rates per consultant

In addition the bidder can provide the following:

- Team CV's (maximum two pages per person) for the individuals who will actually work on the study. These should reflect individual's qualifications and relevant experience of similar work (this is in addition to the 10 pages submission)

Any queries in respect of this ITT should be submitted via TfL's e-procurement portal.

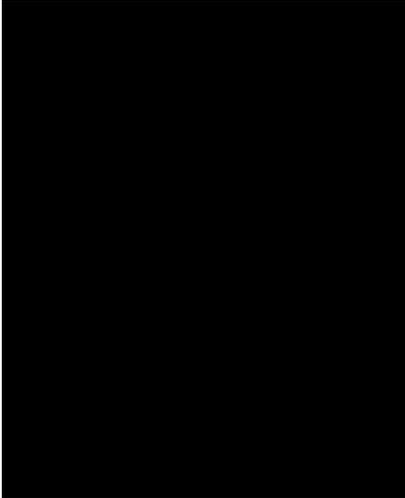
Duration of the Call-Off Contract

The Initial duration for this scope of work is expected to be 6 months, however, this is subject to change. Any extension to this period will be agreed in writing between TfL and the successful Tenderer.

Attachment 2

Proposal

GVA Tender Proposal with all commercials and technical information. The services will be provided based upon what GVA have stated in their proposals in the embedded document.





SCHEDULE 1 - KEY CALL-OFF CONTRACT INFORMATION

- 1. Call – Off Contract Reference Number: TfL/ 90748 – Task 50**
- 2. Name of Service Provider: GVA**
- 3. Commencement:**
 - (a) Call - Off Contract Commencement Date: 18th April 2016**
 - (b) Call - Off Service Commencement Date: 18th April 2016**
- 4. Duration/Expiry Date: 31st March 2017**
- 5. Payment Period (see Clause 7 of the Framework):**
- 6. Address where invoices shall be sent:**

Greater London Authority
Accounts Payable
PO Box 45276
14 Pier Walk
Greenwich
London SE10 1AJ
- 7. Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider: N/A**
- 8. Time for payment where not 30 days: N/A**
- 9. Details of the Authority's Call-Off Co-ordinator**

Name: [REDACTED]

Address: Greater London Authority, 3rd Floor, City Hall, The Queens Walk, London. SE1 2AA

Tel: 020 7983 5717

Email: [REDACTED]

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
		

11. Notice period in accordance with the Call-Off Contract (termination without cause): 

