

## **1. Call-Off Contract Template**

**Framework Number: HCAE14088 Property Panel Framework**  
**Call-Off Contract Number: GLA 80663 (Albert Island Property Consultant)**

**THIS CALL-OFF CONTRACT** is made the 10<sup>th</sup> day of March 2015

### **BETWEEN:**

- (1) **Greater London Authority ("the Authority")**; and
- (2) **DTZ Debenham Tie Leung Ltd**, a company registered in England and Wales (Company Registration Number 02757768 ) whose registered office is at 125 Old Broad Street, London EC2N 1AR (**"the Service Provider"**).

### **RECITALS:**

- A. The Contracting Authority and the Service Provider have entered into an agreement dated June 2014 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. The Service Provider shall be liable for the on-going 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. 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.

**1. SIGNED**

For and on behalf of the **Greater London Authority**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. SIGNED**

For and on behalf of **DTZ Debenham Tie Leung Ltd**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1**

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

#### **Objectives**

The GLA has developed two development objectives to be achieved through a comprehensive redevelopment of Albert Island:

- 1) Create new quality commercial space which will attract new employers to the island and increase the range and availability of local employment and training opportunities.
- 2) Improve connectivity to the surrounding area and existing public transport at Gallions Reach and King George V DLR stations through better cycling and walking links, enhancing the river frontage and improving the public realm to create an attractive working environment

It is anticipated that this can be achieved through one or more of the following land uses:

- Light industrial workspace
- Boatyard
- Marina (development of existing use)
- Office/training space
- Open space
- Storage (potentially for City Airport)
- Fuel Depot (potentially for City Airport)

There may also be potential for residential uses, but there are concerns that this may be too isolated and unsuitable for the island. However, there is land to the south of the island currently occupied by RoDMA's offices and adjacent to existing residential development which could be exchanged for land elsewhere if this would help viability of the boatyard development.

#### **Scope**

A multi-disciplinary team is required to bring together the range of skills required to undertake this piece of work and it is anticipated that bids will assemble a suitable team either using internal or external resources as appropriate to undertake the following:

##### **1) Preparation of PIN:**

The site presents an exciting opportunity to create a quality commercial development and meet a key policy objective of the London Rivers Action Plan to develop a boatyard. However there are viability challenges with the latter and it is important that the mix of uses on the site promotes the development of a sustainable development. The GLA is keen to explore how best to achieve viability through maximising the site's capacity to meet market needs whilst working to achieve the development objectives and policy aspirations.

The appointed consultant is required to bring together a team with the relevant skills, including experience of marina and boatyard appraisals. (either from within their organisation or through sub-consultants) to:

- a) Assist with the production of a marketing pack and PIN (Prior Information Notice) to solicit market interest/views on the proposals, including a launch event

- b) Provide support to assess proposals solicited at PIN stage and advise GLAP on the viability of different land use scenarios to inform the development of evaluation criteria to assess future bids.

## **2) Development Partner Procurement:**

The appointed consultant will be required to advise and support the GLA project team to dispose of the Albert Island site through a competitive dialogue OJEU process. The appointed property consultant will be expected to take responsibility for two main stages of work:

- 1) Work with the GLA to prepare the financial and commercial sections of the PQQ and ITT and evaluation methodology – including a means of assessing viability of proposals with or without a boatyard/marina
- 2) Assessing and evaluating the bids

We expect that some of the specific tasks associated with those work streams will include, but not be restricted to, the following:

- a) Assist in the preparation of the tender documentation relating to the commercial and funding elements of the scheme
- b) Assist GLA with sift of bidders
- c) Participate in a maximum of 5 developer selection interviews
- d) Evaluate the commercial and financial elements of the bids
- e) Analyse the bids returned in terms of viability, deliverability and taking into account market values
- f) Review costs (including QS checking), values and assumptions of offers submitted by bidders
- g) Complete a comparative analysis of the bids from each of the developer and make a recommendation on the preferred bidder based on the criteria set out in the ITT document, in the form of a short report.

## **2. Timetable**

Commencement date: 11<sup>th</sup> March 2015

Call-Off Term: 12 months

The Project Plan is to be agreed with the Authority at the Inception Meeting.

## **3. Liquidated Damages**

Amount of liquidated damages per day (if any): N/A

## **4. Expenses**

Expenses (if any) that the Service Provider may claim: N/A

## **5. Authority Account Details**

Relevant account code and cost centre: tbc

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

**REDACTED**

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

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

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

Any additional costs are to be agreed by the Authority in advance of any work being undertaken.

## **Attachment 2**

### **1. Charges**

**REDACTED**

### **2. Key Personnel**

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

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

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

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

**REDACTED**

**Attachment 3**

**Special Conditions for Call-Off**

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