

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	TfL 96104
THE BUYER:	Transport for London
BUYER ADDRESS	5 Endeavour Square London E20 1JN
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1 New Street Square, London, EC4A 3HQ
REGISTRATION NUMBER:	OC303675
DUNS NUMBER:	364807771
SID4GOV ID:	

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 30 March 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Earls Court Commercial and Funding Adviser.

CALL-OFF LOT(s):

Lot 4 – Finance

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory – Not applicable.
No processing of Personal Data is required for this Contract. Should the need arise to process Personal Data, Joint Schedule 11 (Processing Data) shall be incorporated by way of Variation to be agreed between the Parties.

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

[REDACTED]

[REDACTED]

[REDACTED]

Call-off start date: 03 April 2023

Call-off expiry date: 02 April 2025

Call-off initial period: 2 Years with an option to extend for up to a further 5 years

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification). The deliverables required will be as instructed by the Buyer on a time and material basis.

See Call-Off Schedule 4 (Call-Off Tender) for the Suppliers Technical Proposal.

Maximum liability

See Special Term 3

Call-off charges

The total estimated cost over 2 years is £450,720.00. This may be subject to uplift in accordance with ongoing requirements and funding availability. Any uplift shall be mutually agreed between the parties and undertaken by way of variation. The deliverables required will be as instructed by the Buyer on a time and material basis.

The supplier will also provide TfL with 50 hours of 'added value' services per year to cover additional offerings to TfL. These may include for example market insight research (e.g. Crane Survey presentations, economic updates), CPD sessions, or workshops on lessons learnt from other relevant projects.

[REDACTED]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Invoices to be submitted on a 4-weekly basis in arrears.

Electronic invoice submission: [REDACTED]

Purchase to Pay Systems shall be used.

All invoices must have the Contract Reference Number (Order Form No.), SAP Purchase order number, Supplier's name and address, a separate calculation of VAT and a brief description of the Services provided.

Buyer's invoice address

Electronic format required for submission of invoices by the Supplier:

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

First Working Day of each month unless instructed otherwise in writing by the Buyer

Progress meeting frequency

First Working Day of each month unless instructed otherwise in writing by the Buyer

Key staff

[REDACTED]

[REDACTED]

Key subcontractor(s)

Organisation Name(s) 1 – Mott Macdonald
Company Registration Number – 01243967
Registered Address(ees) Mott Macdonald House, 8-10 Sydenham Road, Croydon,
Surrey, CR0 2EE Services to be provided – Infrastructure and building design cost
consultancy

Organisation Name(s) 2 – MAPP
Company Registration Number – 03602713
Registered Address(ees) – 180 Great Portland Street, London, W1W 5QZ
Services to be provided – Estates management consultancy

Commercially sensitive information

Please see Joint Schedule 4 (Commercially Sensitive Information) for commercially sensitive information.

Service credits

Not Applicable

Additional insurances

Not applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

THE GLA GROUP RESPONSIBLE PROCUREMENT POLICY, March 2021, available online at:

https://www.london.gov.uk/sites/default/files/gla_group_responsible_procurement_policy_2021.pdf

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

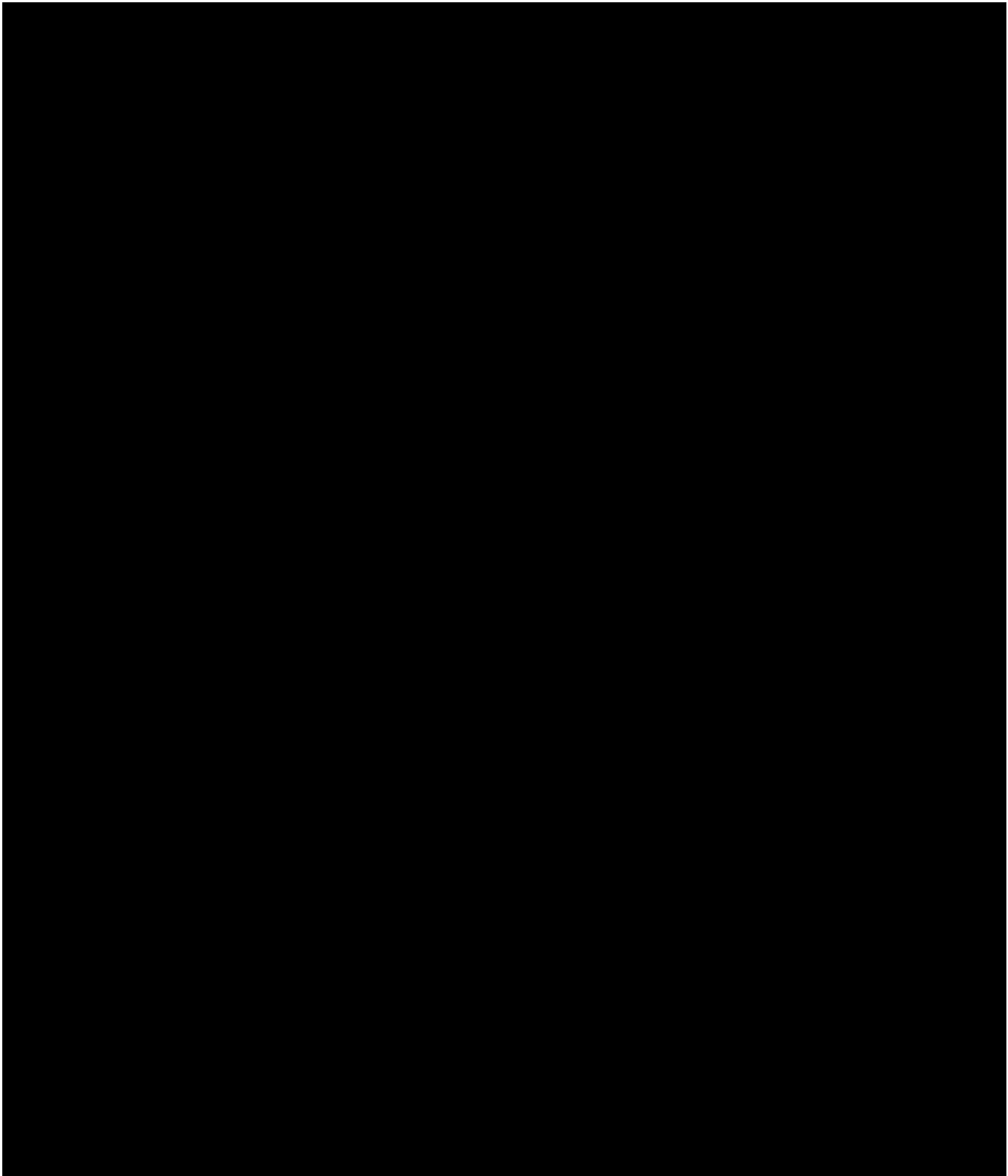
Role:

Date:

Joint Schedule 4 (Commercially Sensitive Information)

1. What is Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:



Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 5 (Pricing Details)

Refer to TfL 96104 - RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

OVERVIEW OF THE AUTHORITY

Transport for London (TfL)

TfL is an executive body of the Greater London Authority, created in 2000 as the integrated body responsible for the Capital's transport system. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services across the Capital. TfL is responsible for almost all transport modes in London, and therefore has the ingredients and accumulated experience to provide one of the largest integrated transport systems in the world.

Where there is reference to TfL below it includes the subsidiaries through which it is operating in relation to Earls Court.

TTL Properties Limited (TTLP)

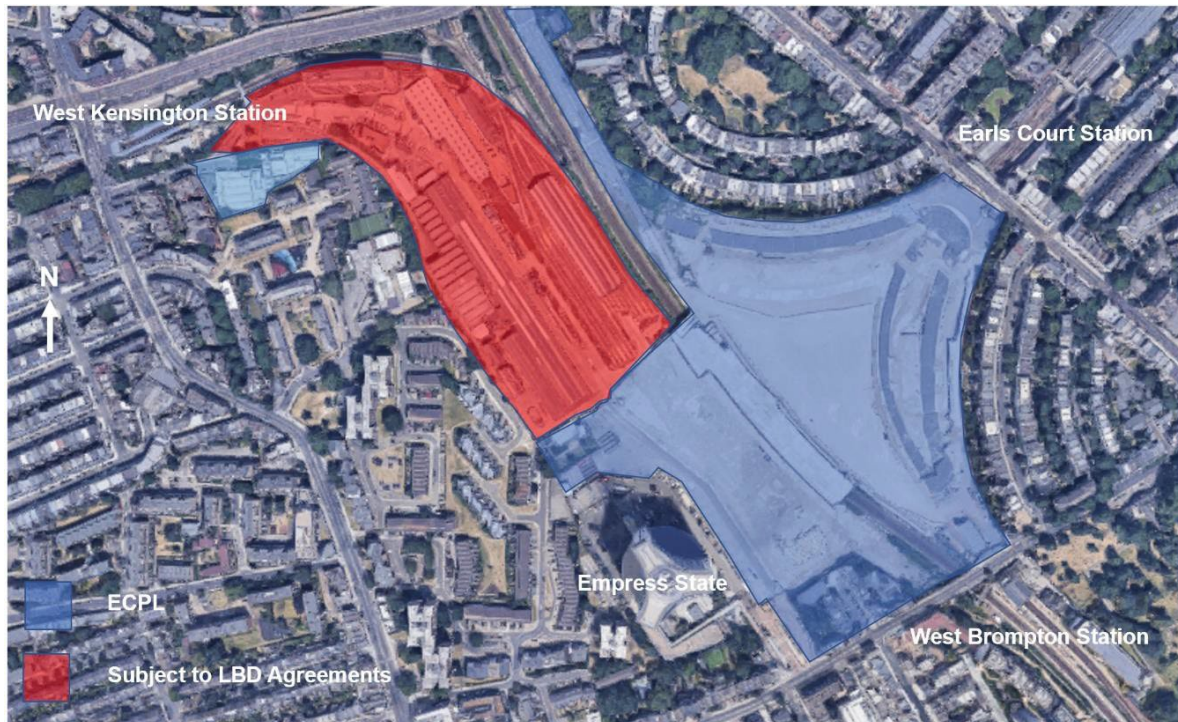
TTLP is responsible for TfL's land and property activities. It is self-funded from a mix of capital and income receipts and commercial debt. TTLP has a diverse portfolio, including well-positioned assets across London, making it well placed to adapt quickly to changing customer requirements and economic conditions. TTLP's portfolio comprises 4.68m square feet of real estate with a full range of uses.

TTLP's property development activities have three broad objectives:

- Start on the sites that will deliver 20,000 well-designed homes over the next 10 years, across a mixture of tenures and price points
- Deliver longer-term opportunities by working closely with TfL to unlock sites for development alongside operational improvements
- Target strategic acquisitions of land and buildings to unlock further opportunities and programmes.

BACKGROUND TO YOUR REQUIREMENT

Earls Court is TTLP's largest development project. The Earls Court site extends to approximately 40 acres between Earls Court, West Brompton and West Kensington stations. All of the land falls within the Earls Court and West Kensington Opportunity Area. Opportunity Areas are identified in the London Plan "as significant locations with development capacity to accommodate new housing, commercial development and infrastructure (of all types), linked to existing or potential improvements in public transport connectivity."



The development of the whole site is being promoted by the Earls Court Partnership Limited (ECPL). ECPL was established in 2015 with Capital & Counties Properties PLC (Capco) holding 63 per cent and TfL 37 per cent of the shares. Prior to the joint venture being established, Capco had obtained planning permissions in its own name in 2013 across an area incorporating the site of the former Earls Court Exhibition Centre, LBD and the Gibbs Green and West Kensington Estates adjoining to the west. Capco had separately acquired the Estates from the London Borough of Hammersmith & Fulham (LBHF).

ECPL implemented the planning permissions on its land, completing infrastructure works and demolition to deliver a cleared site. In 2019 Capco decided to sell its interests in Earls Court and they were acquired by Delancey/APG in December 2019. On completion, Delancey/APG handed back the Gibbs Green and West Kensington Estates to LBHF.

ECPL is working on a new development framework incorporating ECPL's land and LBD. The development framework envisages a full mix of uses including more than

4,000 homes both for sale and for rent. ECPL anticipates submitting planning applications by the end of 2023 targeting grant of permissions by the end of 2024.

TfL owns the freehold of LBD and has entered into conditional arrangements for its sale to ECPL. The proposed disposal will incorporate LBD as part of the wider Earls Court site. TfL will grant a 999-year lease to ECPL with an underlease to TTLP of the same length (less a few days) and a 10-year operational lease from TTLP to LUL to continue to operate as normal (the TfL Underleases). The grant of the lease to ECPL is by way of an agreement conditional on s.163 consent.

The arrangements provide the mechanism by which the operational land will be released for development including the funding needed to do so. TfL has agreed to surrender the TfL Underleases subject to conditions dealing with planning, funding for vacant possession costs and a plan for vacant possession, which TfL can commit to deliver. The value of LBD will be assessed as at the date that a plan for vacant possession is submitted.

If the conditions are satisfied and the value of LBD either exceeds a minimum threshold in excess of costs or a lower figure is accepted at TfL's discretion, ECPL will make advance payments covering the costs of vacant possession set out in the and TfL will implement the agreed plan to provide vacant possession. On surrender of the TfL Underleases, ECPL will make a balancing payment to TfL of the difference between these costs and the value of LBD.

TfL has also agreed conditional arrangements for ECPL to take up an option or options on operational land between LBD and the A4.

Key considerations:

- This is a large and complex mixed-use development
- Incorporation of LBD as part of the wider Earls Court site is dependent on the successful resolution of commercial and valuation matters
- [REDACTED]

YOUR REQUIREMENT

The services set out in this specification are to advise and support TfL:

- In its role as a shareholder in ECPL and [REDACTED]
- [REDACTED]

- As the owner of LBD and any other land interests affected by or affecting the development of Earls Court and LBD.

[REDACTED]

[REDACTED]

The services under the Contract will be requested on an “ad hoc” basis by the Employer and it is important to note that the Supplier will be required to provide TfL with a broad range of services and specialist advisory including but not limited to residential, commercial, estate management, urban regeneration, valuation, funding and finance.

[REDACTED]

[REDACTED]

[REDACTED]

Valuation

Provide valuation advice and formal and/or informal valuations including for the purposes of assessing best consideration.

Monitoring and On Demand

Provide monitoring and on demand services to support the TfL team in identifying and responding effectively to any issues arising from TfL’s involvement in Earls Court and LBD:

- Attend meetings and / or workshops as necessary to ensure continual understanding of the project and to support the TfL team in making decisions
- Work with TfL to review business plans, papers, recommendations, requests for approval, cash flows, associated amendments and variations and minutes of meetings, make suggested comments and provide recommendations
- Provide inputs as required from a commercial viewpoint on the BM's Reports
- Review, appraise, comment and make recommendations on proposals made by the BM for the entering into any agreement with third parties
- Make comments on any budget and programmes prepared by the BM
- Provide commercial commentary on the development of the Estate Management Strategy
- Support TfL to manage as appropriate other consultants, advising TfL and coordinate input to direct advice and inform recommendations
- Provide any other related real estate, corporate finance and/or tax services as required to support TfL
- Provide written reports as required on the progress of the development, the work of the BM, the strategy being adopted and all matters affecting the Primary Purpose.

Property and Joint Venture Agreements

Provide commercial real estate, valuation, corporate finance and/or tax services as required to support TfL in implementing existing property and joint venture agreements (e.g. for the sale of LBD) and in negotiating variations, replacements and/or new agreements [REDACTED]

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 4 (Call Off Tender)

