

Date: 15 April 2019

**SENT BY EMAIL ONLY**

Dear [REDACTED]

I am replying, on behalf of Liz Peace, to your letter of 6 March.

I am conscious that Liz is writing to you separately in response to your letter of 22 March and will address the point about publication of the masterplan, so I shall not reiterate that here. I do, however, attach a copy of the masterplan tender documents, as requested.

The Housing Infrastructure Fund Expression of Interest and Outline Business Case, and the Part 2 of MD2401 are all commercially sensitive.

Given the size and nature of the documents that you have requested be redacted, the work required to provide the information you have requested would impose an unreasonable burden upon OPDC and it is likely that the redacted documents would provide you with no meaningful information in any event. In reaching this decision we have considered the views of the Upper (Information Rights) Tribunal in 'Craven v IC & DECC [2012] UKUT442 (AAC)' in respect of the EIR exception under regulation 12(4)(b). The guidance issued by the Information Commissioner's Office, along with Decision Notice FS50585926 amongst others, that public authorities may use the Freedom of Information (Appropriate Limit and Fees) Regulations 2004 as the basis of considering the cost and time of complying with a request.

When refusing a request under regulation 12(4)(b) on the grounds of cost, public authorities are required to provide advice and assistance by explaining how a request may be refined. I would suggest that, if you have specific questions regarding our Housing Infrastructure Fund bid, you submit these to us and, subject to the previously mentioned commercial considerations, we will endeavour to answer them.

If you are dissatisfied with our response to your request for information you have a right to an internal review, conducted by someone who was not involved in the handling of your request. If you are still not satisfied following an internal review you can make a complaint to the Information Commissioner's Office.

Yours sincerely



**Doug Wilson**  
Chief Operating Officer  
Old Oak and Park Royal Development Corporation



Transport for London  
(on behalf of Old Oak & Park Royal Development Corporation)



Volume 1  
The Invitation to Tender  
**TfL 92289 CPT (OPDC) – Old Oak and Park Royal  
Masterplan**

OJEU Ref: 20160509-005739

TfL Reference Number: **TfL 92289**

Date: 4<sup>th</sup> November 2016

Transport for London

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## 1 INTRODUCTION

### 1.1 Overview

This Invitation to Tender (ITT) is being issued by Transport for London (TfL), on behalf of the Old Oak and Park Royal Corporation (OPDC), to those bidders who have qualified for this procurement advertised in the Official Journal of the European Union (OJEU) Reference No. 20160509-005739.

Transport for London's contact details can be found in paragraph 3.9 of this document.

This ITT forms part of a competitive procurement for the award of a contract for TfL 92289 CPT (OPDC) – Old Oak and Park Royal Masterplan and is to be conducted in accordance with the Restricted Procedure, under Directive 2014/24/EC (public) on the award of public sector contracts, as implemented in the UK by the Public Contracts Regulations 2015.

This procurement is being conducted in accordance with OPDC's drive to deliver best value whilst meeting its own requirements. At the end of this procurement process, OPDC may choose to award a contract. Any contract which OPDC awards, will be to the supplier, who submitted the most economically advantageous tender.

You are required to respond to all sections of this ITT.



## 1.2 Document Structure

This ITT contains **THREE** volumes. These are:

Volume 1 - (The Invitation to Tender) includes sections as set out in the Table of Contents of this document. It also includes two Excel documents – "Attachment 1 - Rates Schedule" and "Attachment 2 - Estimated Cost Proposal."

Volume 2 - (The Specification) sets out the OPDC's requirements for the Services to be provided.

Volume 3 – (The Draft Contract for Services) will form the basis for the Agreement between the OPDC and the successful Tenderer and contains the following;

- Terms and Conditions
- Schedule 1 Key Contract Information
- Schedule 2 Special Conditions of Contract
- Schedule 3 Specification
- Schedule 4 Charges
- Schedule 5 Project Plan
- Schedule 6 Form for Variation
- Schedule 7 Contract Quality, Environmental & Safety Considerations

You should note that Volume 2 of this ITT will ultimately form Schedule 3 of the contract and the successful Tenderer will be required to carry out the Services in accordance with the Terms of the Contract.



## 2 BACKGROUND

### 2.1 Introduction

This section provides you with background information on the TfL 92289 CPT (OPDC) – Old Oak and Park Royal Masterplan tender, which is being led by Transport for London (“TfL”) on behalf of Old Oak & Park Royal Development Corporation (OPDC).

This commission relates to masterplanning work for the Old Oak area. Whilst Park Royal is part of OPDC’s overall remit and is a key component of the wider area context for this commission, masterplanning work for Park Royal is not envisaged to form part of the scope for the appointed team.

TfL is seeking to award a contract commencing February 2017 with an expected duration of 5 years (with an option to extend for up to a further 1+1 years).

#### **Old Oak & Park Royal Development (OPDC) – Overview**

In 2015, the Mayor established a new Mayoral Development Corporation referred to as Old Oak and Park Royal Development Corporation (OPDC) to lead regeneration of the Old Oak and Park Royal Opportunity Area. OPDC’s vision is to create and deliver homes and jobs for London, to facilitate London’s growth and enhance London’s competitive position in the global economy. Its mission is to:

- a) capitalise on the significant HS2 and Crossrail investment at Old Oak Common;
- b) drive forward the delivery of high quality homes and jobs;
- c) facilitate London and UK growth and global competitiveness; and
- d) realise the Mayor’s vision and priorities for London and Londoners.

### 2.2 Further Information

Further information on OPDC can be found on the following website, and OPDC expects that you will review the publicly available material relating to various aspects of this procurement.

<https://www.london.gov.uk/about-us/organisations-we-work/old-oak-and-park-royal-development-corporation-opdc>





## 3 THE PROCUREMENT PROCESS

### 3.1 Introduction

This section describes in broad terms the award process following the issue of this ITT.

### 3.2 The Procurement Process

TfL is conducting this procurement through the Restricted Procedure to identify a service provider(s) for the requirement.

**PLEASE NOTE:** No information in this document is, or should be relied upon as, an undertaking or representation as to OPDC's ultimate decision in relation to the TfL 92289 CPT (OPDC) – Old Oak and Park Royal Masterplan requirement. TfL reserves the right without notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. This will be subject to the normal rules of public law, EU principles and procurement rules.

Moreover, TfL reserves the right to provide further information or to supplement and / or to amend the procurement process for this ITT. You enter into this procurement process at your own risk. TfL and/or OPDC shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether or not TfL has made changes to the procurement process.

TfL also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, TfL and/or OPDC will not reimburse any expenses incurred by any person in the consideration of and / or response to this document. You make all tenders, proposals and submissions relating to this ITT entirely at your own risk.

### 3.3 Format of Tenders

The format for your tender can be found in [Section 4](#).

### 3.4 Tenderer's Costs

You are reminded that you are solely responsible for the costs, which you incur, as a result of your participation in this procurement.



## 3.5 Procurement Timeline

The key dates for the procurement process are stated in Table 1 (Procurement Timetable) below. These dates are provided for your **guidance only**, and are **subject to change**.



**Table 1: Procurement Timetable**

Procurement activity	Timeframe guide
ITT documents issued	3 <sup>rd</sup> October 2016
ITT Clarification Questions for tenderers to ask OPDC/TfL at Question & Answer (Q&A) session.	Please submit clarification questions for Q&A by Monday 10 <sup>th</sup> October 2016 – noon.
Q&A Session (if required) – opportunity for Tenderers submitted questions to be clarified by OPDC and TfL.	14 <sup>th</sup> October 2016
ITT clarification deadline (deadline for any further clarifications after Q&A session).	18 <sup>th</sup> November 2016 at 12.00 noon
Tenders due by	25 <sup>th</sup> November 2016 at 12.00 noon
Tenderers notified if invited to post-tender clarification meeting	22 <sup>nd</sup> December 2016
Post-tender clarification meetings (optional)	Between 9 <sup>th</sup> - 12 <sup>th</sup> January 2017
OPDC Board Decision on preferred bidder`	25 <sup>th</sup> January 2017
Notify bidders	27 <sup>th</sup> January 2017
Standstill Period	30 <sup>th</sup> January – 10 <sup>th</sup> February 2017
Preferred bidder confirmation of commitments, contract signing	w/c 13 <sup>th</sup> February 2017
Contract start and mobilisation	w/c 13 <sup>th</sup> February 2017

\* Please note the above timetable is indicative and TfL/OPDC reserve the right to change this.



## 3.6 Clarifications

### PLEASE NOTE:

A deadline of 12 noon on the 10<sup>th</sup> October 2016 has been set for tenderers to submit any initial clarification questions. If appropriate, TfL and OPDC may choose to at their discretion to run a Question and Answer session on the morning of 14<sup>th</sup> October 2016 to answer these clarification questions.

Any visual or written material that may be used on the day of the Question and Answer session will be provided over the portal following the session as well as written answers to the questions.

Tenderers will still have the opportunity to ask clarification questions over the portal after the 14<sup>th</sup> October 2016 if they have not already been answered in the clarifications/ Q&A session. The deadline for all clarification questions is 12 noon 18<sup>th</sup> November 2016.

You must submit any questions relating to this ITT via the clarifications facility on TfL's e-Tendering portal (found at: <https://eprocurement.tfl.gov.uk>) no later than the ITT clarification deadline set out in Table 1 (Procurement Timetable) of paragraph 3.5.

Subject to the provisions in paragraph 3.9, TfL will endeavour to respond on a weekly basis to questions submitted by 9am on a Monday by close of business the following Monday, providing **five (5)** working days to respond to clarification questions, which have been transmitted to TfL via the TfL e-Tendering portal prior to the ITT clarification deadline set out in Table 1 (Procurement Timetable) of paragraph 3.5.

You should be aware that:

- a) if, in TfL's view, questions are of a general nature, TfL will provide copies of questions in a suitably anonymous form, together with answers, to all bidders;
- b) if, in TfL's view, questions are of a specific nature, TfL will provide copies of questions, together with answers, only to the bidder seeking clarification; and
- c) the clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of bidders.



**PLEASE NOTE:** TfL reserves the right not to answer ITT clarification questions, which it receives after the ITT clarification deadline set out in Table 1 (Procurement Timetable) of paragraph 3.5.

TfL may clarify elements of your or other tenderers' submissions and reserves the right to ask further clarification questions during the process.

### 3.7 Compliant Tenders

A compliant tender must:

- comply with the submission arrangements and conditions set out in Section 3.9 (Submission Arrangements and Administrative Instructions) below; and
- address all category modules as further described in Section 4 (Tenders) of this Volume 1.

### 3.8 Submission Arrangements and Administrative Instructions

This paragraph describes submission arrangements for bidders' tenders.

You must upload your tender to TfL's online e-Tendering portal at <https://eprocurement.tfl.gov.uk/epps/home.do>

Please read the document "Guidance on how to upload your tender", when responding to the ITT. Further support and help can be found within the 'FAQ' and 'interactive walkthrough' links found on the menu (below the log in desk) of the e-tendering site.

If you encounter any problems please, first refer to the above referenced FAQ's and interactive walkthroughs. If the problem persists please contact the TfL e-procurement website help desk in good time to find a solution, you are strongly recommended not to leave uploading of all data to the last day. Neither TfL nor its eprocurement system provider will be responsible for any failure to upload data due to insufficient time being allowed by Bidders. If you encounter a problem with using the TfL eprocurement system website that will prevent you from completing the ITT before the closing date and time you must:

Log the problem with TfL's eprocurement website helpdesk taking note of the time and contact details at the helpdesk, and contact the below named point of contact.



The point of contact for this procurement process is:

Parveen Khaila – Commercial Officer  
Transport for London  
[ParveenKhaila.cpt@tfl.gov.uk](mailto:ParveenKhaila.cpt@tfl.gov.uk)

All documents, which comprise your tender, must be received by TfL no later than **12.00 on 25<sup>th</sup> November 2016**. You are advised to upload your tender allowing an adequate amount of time before this deadline in order to ensure that there is sufficient time to overcome any IT problems, which may accompany the uploading of the tender.

You must provide clear contact details for any post-submission clarification questions that TfL may have and ensure adequate staff cover during the evaluation period.

### 3.9 Rejection of Tenders

TfL reserves the right to reject any tender if:

- It has not been submitted by the submission date and time (as set out in Table 1); or
- the complete information called for is not given at the time of responding; or
- if the submission is in any other way deemed non-compliant by TfL.



## 4 TENDERS

### 4.1 Introduction

The purpose of this section is to provide you with instructions on how to structure and present your tender to enable it to be fully evaluated. TfL will evaluate the commercial section and OPDC will evaluate the technical sections of your tender.

You should place emphasis upon brevity and clarity in all aspects of your tender, and adhere to the guidance provided on maximum length of the tender sections. Tenders should also be concise, contain only relevant information and be structured to reflect the category and modular structure of this ITT. You should note that:

- all documents and materials, which comprise the tender, must be written in English;
- the tender must contain a table of contents, which includes all appendices;
- the response to each module of the ITT must begin on a new page and must be in the sequence set out in this Volume 1;
- the name and number of the relevant module of the ITT must appear at the top of each page of the part of the tender, which relates to that module;
- all additional information which is outside the scope of the information specifically requested in the modules, must be in clearly referenced annexes. However, TfL reserves the right not to take the additional information into account, when it evaluates the tender; and
- all tenders become the property of OPDC upon submission and will be subject to the Freedom of Information Act 2000 (see [Paragraph 6.2](#) for further details).

### 4.2 Components of Submitted Tenders

Your tender must comprise two separate documents:

- The Technical Submission; and
- the Commercial Submission (including a completed “Form of Tender” for which a template is provided in section 7 of this document).



## 4.3 Tender requirements – Technical Submission

The Technical Submission must cover all the Services and should be structured into the following sections:

- Section A) Overall approach to the assignment
- Section B) Understanding of key challenges / issues
- Section C) Project methodology, schedule and project management
- Section D) Project team, qualifications and experience
- Section E) Project team working

As a guide, submissions should be in the region of 60-90 sides of A4, including text, relevant illustrations, charts and images, but excluding CVs.

Your Technical Submission should demonstrate your ability to meet the requirements listed in Volume 2 (The Specification). It should focus primarily on deliverable i) the 'vision and spatial masterplan', but should also set out how you would anticipate deliverables ii) and iii), 'preparation and submission of planning application/s' and 'development briefs.' Rather than proposing solutions at this stage, responses should refer to your approach, methodology, and previous experience of tackling similar challenges and ways of working on other comparable projects.

It is expected that your technical submission should set out the following:

### Section A) Overall Approach to the assignment:

This section should set out how your approach will harness the opportunity and deliver the aspiration to create a successful urban district at Old Oak as described in Volume 2 – specification (sections 3, 4 + 5). It should address how you might balance, engage with and resolve the complex range of issues facing the masterplan to deliver a clear, focused, visionary and ambitious masterplan which is also robust, has broad support and is deliverable.

### Section B) Understanding of key challenges / issues:

This section should set out in more detail your understanding of key challenges and issues which you anticipate to be central to the success of the transformation of Old Oak, and how you would go about addressing them. Your response should include reference to, but not be limited to the themes set out below:





- *Creating a high density mixed use new town centre:* How would you approach the creation of a significant new mixed use centre at Old Oak, incorporating high density residential development, with range of commercial uses and public routes and spaces, to ensure that places which will be successful and resilient are established, and that Old Oak becomes a fully inclusive urban district that is well integrated into London's fabric?
- *Housing mix:* How would you approach the planning and design of substantial quantities of mixed tenure new housing with a broad range of unit sizes and typologies, in social, intermediate and market sectors, in such a way that well-designed, mixed and sustainable communities, that include a high percentage of family homes, will be created?
- *Integration with wider Area of Influence:* A successful relationship between the core area of Old Oak and its wider context will be fundamental to realising the potential of this area. The masterplan needs to successfully resolve relationships with a range of surrounding areas, including with industrial areas at Park Royal, the open space of Wormwood Scrubs, and with existing residential areas such as Harlesden. Please outline how you will approach the wider Area of Influence, including physical, social and economic aspects.
- *Linkages:* How would you approach the need to improve connectivity across the site and establish a new local movement network, and the integration of this into the masterplan, establishing a new local movement network and providing a strong basis for successful places? How would you both maximise the potential benefits and mitigate the challenges associated with delivering this new infrastructure network alongside the development of new homes and commercial space through your approach? How would you ensure that the masterplan embodies the highest standards of inclusive design within the public realm given the challenges of the site?
- *HS2 and Crossrail opportunity:* How would you approach the opportunity created by the delivery of Old Oak Common station and the arrival of HS2 and Crossrail on the site in terms of the masterplan? How would you approach of challenge of overcoming the major constraints arising from these projects? How can this new station – and the other existing and proposed stations - be fully integrated into the masterplan, maximising the opportunity to attract investment and significant commercial and mixed use development?
- *Commercial and residential strategy:* How would you ensure that the property advice on the commercial and residential components of the



masterplan provides a robust basis for decisions on land use and informs and strengthens the masterplan vision and spatial strategy? How would your team work with the Real Estate consultants advising on the project viability assessments to ensure that they support the effective development of a compelling and ambitious long term vision for Old Oak?

- *Phasing and development:* how would you approach the project phasing and delivery strategies to ensure that quality can be maintained through an approach that a) creates developer interest and maximises value across the site b) is able to respond flexibly to the market over a 20-30 year period and c) maximises public use, access to and interest in the site during the early phases of development?

### Section C) Project methodology, schedule and project management:

This section should set out your proposed methodology for the delivery, with a focus on deliverable i) a vision and spatial masterplan for Old Oak. We wish to understand how your methodology will incorporate the process of refining masterplan options and resolving key variables.

This section should include a high-level project schedule for deliverable i), the vision and spatial masterplan, incorporating a narrative description of key deliverables and milestones and the steps involved in reaching them, noting that OPDC anticipates that this deliverable should be completed within 9-12 months. This section could also include how you would break the commission down into its key constituent parts, and relationships between key activities, milestones and deliverables.

Whilst responses are not required to be discipline-specific, they should illustrate how you envisage different disciplines within the consultant team will interface and contribute to the overall vision and masterplan development. Given the complexity of this project, OPDC are also keen to understand the mechanisms you propose to address and manage inevitable changes, conflicts and competing priorities, and how you will help OPDC as the client manage through the various phases of delivery. Submissions should therefore also set out the tenderers' approach to:

- interface management, e.g. managing the key interfaces (e.g. Masterplanning, Infrastructure, Cost, Sustainability);
- requirements management, e.g. how the team will manage evolving requirements and deal with potentially conflicting requirements; and



- decisions management and progressive decision making leading to the ultimate approval of a masterplan, ideally providing an overview of what this would look like.

Given the multi-disciplinary nature of the team we wish to also understand in this section how you will structure an efficient and effective way of working which will ensure that the project objectives are successfully delivered, including your approach to risk and issue management, change control, quality assurance, and complaint management.

### Section D: Project team, qualifications and experience

This section should provide an overview of the proposed team, including an indicative team structure and their respective roles, the details of proposed team members including their relevant experience. It should be immediately clear to the OPDC who holds the following areas of responsibility:

- the project Director - the accountable executive, the person who has ownership of the project, and who will liaise with their opposite number in the OPDC;
- the project manager - the person who will manage the project on a daily basis;
- the financial manager - the person who will be the primary contact with regard to billing, resource management and payment;
- the person responsible for ensuring that design quality is achieved;
- the commercial and residential strategy lead –the person who will be responsible for ensuring that the masterplan and commercial/viability work is fully integrated;
- the person responsible for sustainability and its consideration throughout the project; and
- the person who will manage communication with stakeholders.

Note that the OPDC will require a dedicated team to be nominated for this proposed contract and that members of the team provided at tender stage shall not be substituted without prior agreement.

Bidders should provide CVs for all key project team members (a maximum of 2 pages per CV), which must include a “highlights” section summarising the experience and expertise most relevant to the Project.



Submissions should also detail which team members will be dedicated to the project on a full-time basis, and their level of seniority/grade. For those members not allocated on a full-time basis, submissions should detail the amount of each key team member's time to be allocated to this project (linked to the resource schedule to be provided in the commercial submission).

## Section E: Project team working

This section should set out how the proposed team will work effectively together, with OPDC and other stakeholders. It is noted that OPDC expects to be a highly involved, 'hands-on' client. As a guide, submissions should set out the bidder's approach to:

- communication and provision of progress reports, including frequency and records of meetings with partners and actions agreed;
- engagement with stakeholders, landowners and the local community to ensure broad project 'buy-in' is secured;
- team set –up and logistics, including location of the team and day-to-day management of a diverse team; and
- client relationship: how the consultant team expects to manage the OPDC/masterplanner interface, expectations of the OPDC team in terms of access, time, decision making, planning etc.

## 4.4 Tender requirements – Commercial Submission

The Commercial Submission should include the following:

- A completed "Form of Tender" for which a template is provided in Section 7 of this document;
- Day Rates (ex VAT) for team members, within the Grade Bands defined (Attachment 1); and
- An Estimated Cost to deliver phase 1, (i.e. deliverable (i) the 'vision and spatial masterplan'), supported by a high-level resource schedule specifying number of days by grade band and interim milestone subtotals (Attachment 2) - interim milestones should align to the methodology set out in your technical submission.

Bidders should anticipate charging on a Day Rates basis, but with a maximum price agreed to deliver interim milestones and the final deliverables for each phase. In the case of deliverable (i), the maximum price to deliver each milestone and the final deliverable will be based on the Estimated Cost



submitted, but will be agreed at an inception meeting at which planned activities and milestones will be set prior to awarding the contract. Subsequent phases will be agreed on a similar basis based on commercial proposals from the successful bidder.

It is proposed that a payment schedule will be aligned to the interim milestones and final deliverable for each phase.

When developing your Estimated Cost please note that OPDC expect a significant number of meetings, presentations and technical workshops are likely to be required to inform the development of the masterplan and ensure stakeholder buy-in. As a minimum please make provision for the following during the masterplan development period:

- Fortnightly stakeholder meetings/presentations
- Fortnightly OPDC client meetings
- Weekly technical working groups
- Meetings as required with OPDC advisors eg Strategic Real Estate Advisor and Infrastructure Advisors



## 5 RESPONSE EVALUATION

### 5.1 Introduction

The evaluation process will be conducted in a fair, equal and transparent manner in accordance with UK and EU procurement rules.

The award criteria have been developed to assist OPDC in deciding which bidders to award a contract to on the basis that their response represents the most economically advantageous tender. The award criteria are for use by those bidders who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.

For Restricted procedures:

TfL reserves the right to revisit the responses to any questions asked in the PQQ to ensure that any changes to suppliers' circumstances are taken into account during the tendering evaluation. You are required at all times during the tender process to inform TfL of any changes to your circumstances, which impact on your response to the PQQ, your selection or your suitability to tender. Tenders will be rejected from the evaluation process, where a bidder subsequently fails a PQQ selection criterion due to a change in circumstance. At a later stage you may be asked to confirm that there has not been a material change to:

- information you provided at pre-qualification stage which may impact on your eligibility to tender, or
- your tender, which may change the evaluation results.

Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. You must provide all information requested and not assume that TfL has prior knowledge of any of your information.

We actively seek to avoid conflicts of interest and reserve the right to reject tenderers as ineligible where we perceive an actual or potential conflict of interest. You must advise and discuss all potential conflicts of interest with the TfL contact named in Paragraph 3.8 prior to submission of your completed tender.



Completed tenders will be evaluated by OPDC Technical and TfL Commercial staff, supported by other experts, as follows:

- each question will be scored as indicated;
- pass/fail criteria will apply as indicated; and
- indicated weightings will be applied to scored responses, and those tenders with no fails will be ranked.

## 5.2 Abnormally Low Tender

Your price proposal will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all bidders, with reference to the methods proposed by you.

If the assessment shows that your tender may be abnormally low, then TfL will request from you a written explanation of your tender, or of those parts of your tender, which TfL considers contribute to your tender being abnormally low.

On receipt of your written explanation, TfL will verify with you the tender or parts of the tender.

If OPDC is still of the opinion that you have submitted an abnormally low offer, TfL will confirm this to you and will advise either:

- That your tender has been rejected; or
- That, for tender evaluation purposes, TfL will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low tender.

## 5.3 Evaluation Process

The technical evaluation panel will comprise senior OPDC officers from within the Planning and Development directorates, the Greater London Authority (GLA) and the London Borough of Hammersmith & Fulham. TfL officers will evaluate commercial proposals independently. OPDC may discuss and seek advice on aspects of the bid with other internal or related parties (subject to ensuring there are no conflicts of interest), including local authority representatives, members of the GLA and members of the OPDC Board, but these parties will be not involved in scoring.

Submissions will be evaluated as follows:



**Table 2: Evaluation - Weightings Guidance**

<b>Criteria</b>	<b>Sub-criteria</b>	<b>Weighting</b>
Technical (75%)	Section A) Overall approach to the assignment	15%
	Section B) Understanding of key challenges / issues	15%
	Section C) Project methodology, schedule and project management	15%
	Section D) Project team, qualifications and experience	20%
	Section E) Project team working	10%
Commercial (25%)	Day rates	10%
	Estimated Cost for Phase One - deliverable i) vision and spatial Old Oak masterplan	15%
	Acceptance of Terms and Conditions of Contract	Discretionary Pass/Fail

## 5.4 Technical Evaluation

The technical criteria will be scored as follows:





**Table 3: Technical Scoring Table - Linear**

<b>Inadequate 0</b>	<b>Poor 1</b>	<b>Satisfactory 2</b>	<b>Very Good 3</b>	<b>Excellent 4</b>
An inadequate response leading to a <b>very low</b> degree of confidence that the proposals will support successful delivery of the Scope.	A <b>poor</b> response leading to a <b>low</b> degree of confidence that the proposals will support successful delivery of the Scope.	A <b>satisfactory</b> response leading to a <b>high</b> degree of confidence that the proposals will support successful delivery of the Scope.	A <b>very good</b> response leading to a <b>very high</b> degree of confidence that the proposals will support successful delivery of the Scope.	An <b>excellent</b> response leading to an <b>excellent</b> level of confidence that the proposals will support successful delivery of the Scope, demonstrating an exceptional degree of innovation, collaboration and responsiveness to the brief.

**5.5 Clarification Meeting**

Bidders may be invited by OPDC to a post-tender clarification meeting. The meeting will be attended by the technical and commercial evaluation teams. The meeting will also be attended by the CEO and CFO of the OPDC, a design representative of the Mayor and a member of the OPDC Board, although these attendees will be there in an advisory capacity only.

Prior to the clarification meeting, bidders will receive a series of questions about their submission which they should use as the basis for a short presentation and a question & answer session. Bidders will be given sufficient time to prepare. As a result of the clarification meeting, OPDC may adjust the technical scores by +/- 10%. It is expected that key project team members will be available to attend the clarification meeting.

**5.6 Opportunity Adjustment**

Following its evaluation of the tenders received, OPDC may, in its sole discretion, invite bidders (by application of the evaluation criteria set out in the ITT) to prepare and submit further adjustments to the price element of their submission. At OPDC’s discretion there may be up to three such opportunities for adjustment. This is an optional stage in the tender process and will only be included where OPDC considers it would be helpful and/or beneficial to do so.



## 5.7 Commercial Evaluation

### a) Day Rates - (Attachment 1)

- Bidders should provide a single maximum Day Rate against each Grade.
- A Weighted Average Day Rate will then be calculated based on the following grade weightings.

**Table 4: Grade Weightings for Day Rates**

Grade	Weightings
Partner/Director	1.25%
Associate/ Principal Consultant	3.75%
Project Architect/ Engineer/ Designer/ Masterplanner	3.75%
Technical Assistant	1.25%
Sub-total	10.00%

- The lowest Weighted Average Day Rate will receive full marks (10%).
- All other Weighted Average Day Rates will be divided by the lowest Weighted Average Day Rate to calculate what percentage of the full marks it will receive.

### b) Estimated Cost Proposal for phase 1 – (Attachment 2)

- The lowest Estimated Cost for phase 1 will receive full marks (15%).
- All other Estimated Cost submissions will be divided by the lowest Estimated Cost to calculate what percentage of the full marks it will receive (please see table below).

<b>SCORING TENDER PRICE</b>	
Tender price	Score
Lowest Tender (L)	100
All Other Tenders (Ln)	$L/L_n \times 100 = \text{Price Score}$
Price weighting x Price Score = Final Score	



## 5.8 Charge out rates (Day Rates) and indexation

Maximum Day Rates are reviewed on the first anniversary of the Contract Commencement Date and each subsequent anniversary during the Term. On each such review, and at the discretion of the Authority, the maximum Day Rates are increased or decreased by such amount as is reasonable to reflect the increase or decrease (if any) in the salaries of the Consultant's staff provided that on each such review the maximum Day Rates do not increase or decrease by more than the percentage increase or decrease between the Index Figure last published before the date of review and the Index Figure last published before the Relevant Date.

For reference the Indexation/Index Figure will be "SPPI" Services Producer Price Index.



## 6 NOTICE TO BIDDERS

### 6.1 Confidentiality

The contents of this ITT are strictly confidential and shall not be disclosed to any third party other than for the purpose of developing your proposal, after having obtained a similar obligation from that third party to treat any such information disclosed as strictly confidential. Furthermore, you shall not disclose any details of its proposals to any other person.

You should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 or the Environmental Information Act 2004.

### 6.2 Freedom of Information

In relation to this ITT bidders shall provide all assistance reasonably requested by TfL to ensure that TfL complies with the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR) and all related or subordinate legislation.

TfL and its subsidiaries are obliged by law under FOIA/EIR to supply the public with information relating to all areas of its work and are under a duty to operate with openness and transparency unless an exemption applies.

TfL shall be responsible for determining whether information is exempt information under the FOIA/EIR and for determining what information will be disclosed in accordance with the legislation. Further information is available from: [www.tfl.gov.uk/foi](http://www.tfl.gov.uk/foi)

An individual may request:

- to be informed whether TfL holds information of the description requested; and
- if so, to have that information communicated to him or her.

Without prejudice to TfL's and/or OPDC's rights and obligations under the FOIA/EIR, you should be aware that the rules about disclosure apply regardless of where the information held by or on behalf of TfL originated from, and as such the following types of information (without limitation to the generality of the foregoing) may be subject to disclosure:

- information in any tender submitted to TfL;



- information in any contract to which TfL or OPDC is a party (including information generated under a contract or in the course of its performance);
- information about costs, including invoices submitted to TfL or OPDC;
- correspondence and other papers generated in any dealing with the private sector whether before or after Agreement award.

You should note that this ITT once published by TfL may be made available to the public on request and:

- you must, in your response to this ITT and in any subsequent discussions, notify TfL of any information which you consider to be eligible for exemption from disclosure under the FOIA/EIR. Such information must be referred to as “Reserved Information” and identified in your response in the form of the table set out in Appendix 3: Reserved Information to this Volume 1. Information not identified as Reserved Information may be made available by TfL on request. Even information identified as Reserved Information may have to be disclosed;
- all decisions relating to the exemption and disclosure of information will be made at the sole discretion of TfL. It should be noted that TfL may disclose your justifications for exemption and any additional information relating to that which is classified as Reserved Information;
- although TfL is not under any obligation to consult you in relation to requests for information made under FOIA/EIR, TfL will endeavour to inform you of requests wherever it is reasonably practicable to do so;
- any Agreement with TfL or OPDC will require you to supply additional information, and/or provide other assistance, pursuant to any FOIA/EIR request received by TfL or OPDC;
- TfL’s decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

For further information on exemption requests please see Appendix 3: Reserved Information to this Volume 1.



Additional information and guidance:

- the exemption that applies to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA/EIR. This means that TfL is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption;
- information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the Agreement;
- information relating to the overall value, performance or completion of a contract will not be accepted as Reserved Information, although TfL may choose to withhold such information in appropriate cases, at its sole discretion;
- information relating to unit prices or more detailed pricing information may be specified by the you as Reserved Information;
- for further information and guidance, please see the Lord Chancellor's Code of Practice issued under section 45 of the FOIA (see [www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice](http://www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice) ).

## 6.3 Equality and Diversity

OPDC is committed to proactively encouraging diverse suppliers to participate in its procurement processes for goods, works and services. It will provide a level playing field of opportunities for all organisations including Small and Medium Enterprises and Black, Asian and Minority Ethnic businesses and other diverse suppliers. Consistent with its obligations as a Best Value authority and in compliance with EU and UK legislation, TfL's procurement process will be transparent, objective and non-discriminatory in the selection of its suppliers. TfL will actively promote diverse suppliers throughout its supply chains.

## 6.4 Responsible Procurement

OPDC will proactively conduct its procurement process in line with the GLA Group's Responsible Procurement Policy. Within its obligations as a Best Value authority, and in compliance with EU and UK legislation, TfL will adopt the principles of 'Reduce, Reuse, Recycle' and 'Buy Recycled'. TfL is committed to applying these principles in its procurement of goods, works and services,



where the required criteria for performance and cost effectiveness can be met. TfL will actively promote 'Responsible Procurement' throughout its supply chain.

Further details on TfL's policies on Responsible Procurement can be found on TfL's website at:

<https://tfl.gov.uk/corporate/publications-and-reports/procurement-information?intcmp=3408>

OPDC expects its suppliers to have in place and implement policies to promote these principles.

## 6.5 Disclaimer

Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by TfL or any of its advisers to any bidder.

Information provided does not purport to be comprehensive or verified by TfL or its advisers. Neither TfL nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the ITT documents.

No representation or warranty, express or implied, is or will be given by TfL or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.

No information in this document is, or should be relied upon as, an undertaking or representation as to OPDC's ultimate decision in relation to the agreement. TfL reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, TfL reserves the right to issue circulars to bidders providing further information or supplementing and/or amending the procurement process for this ITT. In no circumstances shall TfL or OPDC incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK and EU procurement rules and Treaty on the functioning of the European Union (TFEU) rules and general principles.

Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of OPDC



or TfL and any of its subsidiaries by any person concerning the Agreement or any related procurement process and any attempt to procure information from any of the foregoing concerning the Agreement may result in the disqualification of the person and/or the relevant organisation from consideration for the Agreement.

OPDC reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding an Agreement at any time.

OPDC reserves the right to award the Agreement in whole or in part or not at all as a result of the tendering competition commenced by the OJEU Notice 20160509-005739.

## 6.6 Good Faith

In submitting a response to this ITT, you undertake to provide its submission in good faith and that you will not at any time communicate to any person (other than TfL, its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of your response or of any arrangements or agreements to be entered into in relation to your response.

In submitting a response to this ITT you undertake that the principles described in this section have been, or will be, brought to the attention of all consortium members, sub-contractors, and associated companies which are or will be providing services or materials connected with your response.

## 6.7 Accuracy of Information

In submitting a response to this ITT you undertake that:

- all information contained in any response at any time provided to TfL in relation to the Agreement is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions;
- any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of TfL immediately.





## 6.8 Intellectual Property Rights

All intellectual property rights in this ITT and in the information contained or referred to in it shall remain the property of TfL and/or third parties, and you shall not obtain any right, title or interest therein.

## 6.9 Changes in Circumstances

You (including, for this purpose, each participant in any joint venture, consortium arrangement) are required to inform TfL promptly and in any case no later than fourteen (14) days, after the occurrence of:

- any change to your corporate structure from that set out in your response to the Pre-Qualification Questionnaire (PQQ). This includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares, and any material amendments to a shareholders' agreement, articles of association or similar constitutional documents;
- any changes to any other information provided to TfL as part of the pre-qualification process; or
- any other change to your circumstances, or the basis of your response to the PQQ, which may be expected to influence TfL's decision on your suitability for qualification for receipt of this ITT or to be selected as a supplier

TfL reserves the right to approve (subject to conditions) or reject the changes referred to above (including any changes to the basis on which you pre-qualified to receive this ITT). A rejection of the changes may result in you being excluded from further participation in the procurement process.

TfL reserves the right, and may in certain cases be required under the procurement rules, to disqualify any bidder that has been selected to receive this ITT where the composition of the bidder's bid vehicle, joint venture or consortium has changed after the announcement of those bidders who pre-qualified to receive this ITT. You are therefore advised to discuss any proposed changes of this nature with TfL before they are put into effect.

Where, following notification to TfL by you, at any stage, of a material change in any of the information provided in your response to the PQQ (or failure to give such notification), TfL is of the opinion that you do not have, or are unlikely by the date of commencement of the contract/agreement to have an appropriate financial position, technical capacity or managerial competence, or are



otherwise an unsuitable person, to be a supplier, TfL reserves the right to disqualify you from the procurement process.

## 6.10 Conflict of Interest

If any conflict of interest or potential conflict of interest between you, your advisers, TfL's or OPDC's advisers or any combination thereof becomes apparent to you, you shall inform TfL immediately. In such circumstances, TfL shall, at its absolute discretion, decide on the appropriate course of action. If TfL becomes aware of any conflict of interest that you have not declared to TfL, you may be disqualified from the procurement process.

## 6.11 Bid Costs

TfL and/or OPDC will not be liable to any person for any costs whatsoever incurred in the preparation of bids or in otherwise responding to this ITT.

## 6.12 Selection of Suppliers

Before selecting you as a supplier, TfL reserves the right to check and confirm:

- your financial standing (including each member of any consortium and of any key sub contractor); and/or
- your qualifications and resources, including verifying all or part of your tender, each in the context of any changes that may have occurred since pre-qualification.

## 6.13 Data Transparency

The UK government has announced its commitment to greater data transparency. Accordingly TfL reserves the right to publishing its tender documents, contracts and data from invoices received. In so doing TfL may at its absolute discretion take account of the exemptions that would be available under the FOIA and EIR.



## 7 FORM OF TENDER

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document **TfL 92289 CPT (OPDC) – Old Oak and Park Royal Masterplan** was prepared by Transport for London (“TfL”) in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any member of the TfL group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. The provision of 6.1 of the ‘Notice to Bidders’ section of Volume 1 of the ITT has been and will continue to be complied with.
3. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
4. OPDC reserves the right (on behalf of itself and its group companies) to award the contract for which tenders are being invited in whole, in part or not at all.
5. This tender shall remain open for acceptance by OPDC and will not be withdrawn by us for a period of 3 months from the date fixed for return.
6. The information provided by us is true and accurate.

Having made due allowances for the full requirement in the ITT documents we hereby offer to provide the Services to OPDC in accordance with the terms and conditions stated therein for either:

- As detailed in the schedule



Note, by completing box 1 you agree to our terms and conditions of contract. If you do not wish to accept these conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

1.	I agree to accept the Conditions of Contract attached to this ITT.	
Name		Date
Signed		

OR

I wish to submit a bid but I am unable to accept your conditions of contract and I have made an alternative proposal which is attached: The Contract Response Template. In doing so I am aware that it could prejudice the outcome of the tender analysis and OPDC.

2.	I <b>DO NOT</b> agree to accept the Conditions of Contract attached to this ITT.	
Name		Date
Signed		

**Please complete the following**

Position		For and on behalf of (company name)	
Telephone	Facsimile:	E.Mail	
TfL Reference No			



## 8 CONFLICT OF INTEREST DECLARATION

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Transport for London, or that may result in an adverse impact on competition for the purposes of this procurement.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could, or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below please provide full details as a separate attachment

Questions	Yes / No
Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to OPDC or is currently tendering to do so?	
In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to OPDC?	
At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to TfL or OPDC?	
At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of TfL or OPDC?	
Is there any occasion where you or members of your organisation or supply chain may use TfL or OPDC resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than TfL or OPDC?	



<p>Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with OPDC e.g. through personal or working relationships with current or former employees or through prior employment with OPDC or third party suppliers or in connection with the TfL 92289 CPT (OPDC) – Old Oak and Park Royal Masterplan.</p>	
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I, as representative of all companies associated with the Applicants submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify TfL promptly and no later than 28 days of becoming aware of such information and undertake to take such action as TfL may reasonably direct.

Signature:	
Name:	
Designation:	
Company:	
Date:	



## 9 NON-COLLUSION DECLARATION

**Refusal to give this declaration and undertaking will mean that this ITT submission will not be considered.**

### **Declaration**

Expression of interest for: **TfL 92289 CPT (OPDC) – Old Oak and Park Royal Masterplan**

I / We declare that:

We have submitted a bona fide response to TfL's ITT and that I / We have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I/ we will not do at any time before the contract is awarded:

- Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;
- Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
- Offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the TfL 92289 CPT (OPDC) – Old Oak and Park Royal Masterplan.
- Any act or thing of the sort described above.



I/ We agree that the terms of the above declaration will form part of any contract with OPDC, their servants or agents resulting from the acceptance of my / our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling OPDC, their servants or agents to determine my / our employment under that contract.

Signed		Date	
Position			
For and on behalf of:			



## **Old Oak Masterplan**

### **Invitation to Tender**

#### **SPECIFICATION**

##### **1. ORGANISATIONAL OVERVIEW**

###### **Greater London Authority (GLA)**

The GLA is the strategic authority for London headed by the Mayor and scrutinised by the London Assembly which is accountable for policing (outside the City of London), fire, transport, Mayoral Development Corporations and other strategic London-wide services.

The GLA was created by, and acts under, the powers granted by the GLA Act 1999 and was formally established on 3 July 2000. The GLA Act of 2007 introduced additional and enhanced powers for the Mayor of London and the London Assembly in several areas including housing, tackling climate change, planning and waste, health and culture.

The GLA's three main areas of responsibility are economic development and wealth creation; social development; and environmental improvement. These are underpinned by six statutory themes: equality of opportunity; sustainable development; health; health inequalities; climate change; and community safety.

###### **Old Oak and Park Royal Development Corporation (OPDC)**

Using powers set out in the 2011 Localism Act, in 2015 the Mayor established his second Mayoral Development Corporation referred to as Old Oak and Park Royal Development Corporation (OPDC) to lead regeneration of the Old Oak and Park Royal Opportunity Area – refer to Appendix A for a map. OPDC was established on 1 April 2015 and has specific powers of; planning (preparing the local plan, CIL, determining planning applications), regeneration, compulsory purchase powers and the ability to adopt and manage streets and spaces. OPDC is the fifth and newest Functional Body of the GLA. OPDC is managed by a Board that is chaired by the Mayor of London (or chair designate), with representatives from key stakeholders including Leaders of the three local boroughs, High Speed 2, Department for Transport, Department for Communities and Local Government, Transport for London and Network Rail, planning and regeneration experts, a local resident and a member of the local business community.

OPDC's vision is to create and deliver homes and jobs for London, to facilitate London's growth and enhance London's competitive position in the global economy. Its mission is to:

- capitalise on the significant HS2 and Crossrail investment at Old Oak Common;
- drive forward the delivery of high quality homes and jobs;
- facilitate London and UK growth and global competitiveness; and
- realise the Mayor's vision and priorities for London and Londoners.

Critical to OPDC's success is working with the three local authorities of Hammersmith & Fulham, Ealing and Brent, and other key stakeholders.

## **2. INTRODUCTION**

OPDC are seeking the services of a highly skilled and motivated design-led masterplanning team (or consortium) with appropriate experience to develop a spatial masterplan for Old Oak, which will support its ambition as planning authority and regeneration agency to oversee the transform of the area into a thriving mixed use urban district over the next 20-30years.

### **Background**

The proposed redevelopment at Old Oak and regeneration of Park Royal has the potential to be one of the largest redevelopment and regeneration projects in the UK and presents a once in a lifetime opportunity to shape a significant new part of London, and create an exemplary mixed use, high quality, high density area.

Today, at the core of Old Oak is around 140 hectares of industrial and railway land in west London. The Old Oak area has limited public transport access and is occupied primarily by railway depots, rail lines, waste sites, a second hand car dealership, light industrial premises and a small number of residential units.

By 2026, the construction of a new High Speed 2, Crossrail and Great Western Mainline interchange station (Old Oak Common station), coupled with new London Overground stations, and improvements to existing stations at Willesden Junction and North Acton, will dramatically transform public transport accessibility. Old Oak Common station will be one of the busiest stations in the country with an interchange capacity of over 250,000 people per day and will serve as a catalyst for regenerating the wider area.

The scale of opportunity at Old Oak and Park Royal is set out in the London Plan (March 2015), which identifies the whole opportunity area as having the potential to deliver 25,500 new homes and 65,000 new jobs over the next 20-30 years.

Further guidance is set out in the Opportunity Area Planning Framework (OAPF) (November 2015), and draft consultation Old Oak and Park Royal Local Plan (February 2016). The regeneration of Old Oak will be equivalent to delivering the scale of a new town on a brownfield site in Zone 2/3, five miles from central London. The scale of challenge cannot be underestimated and requires robust planning alongside a clear delivery and investment/financing strategy to unlock this opportunity. Above all knitting the new development into the existing community will be integral to the future successes of this regeneration project. A comprehensive masterplan holds the key to achieving this ambition.

Old Oak could accommodate the majority of the new jobs and homes identified for the Old Oak and Park Royal opportunity area in the London Plan. However a significant

portion of this land is currently in use as operational rail land that will require careful planning to allow development.

Park Royal, right next to Old Oak, is the UK's biggest urban industrial area. Today it supports around 2,000 businesses, employing over 36,000 employees. OPDC's vision for Park Royal is to protect, strengthen and intensify it, attracting new businesses and creating more jobs, allowing new and existing businesses to benefit from the significant rail investment.

### **Land Ownership at Old Oak**

Public sector owned land forms the majority of land ownership within the Old Oak area, which currently has primarily rail or transport related operational uses (for example Network Rail, DfT and HS2). Sites currently in public sector ownership are estimated to have the capacity for approximately 12,000 homes and to accommodate over 46,000 jobs.

How the large central government public sector landholdings at Old Oak, especially at Old Oak South, come forward for development is going to be key to the overall delivery of the Mayor's objectives for jobs and homes. Bringing this into single ownership is a stated commitment of Government within the 2015 Comprehensive Spending Review. A Memorandum of Understanding between DfT and OPDC was signed in March 2016 which set out the intent to transfer Central Government owned land to OPDC subject to fulfilling a number of conditions.

### **Current Policy position**

The key overarching vision and principles which have secured broad support are set out in the draft Local Plan, which OPDC consulted on in February 2016. This builds on the Opportunity Area Planning Framework (OAPF) for Park Royal and Old Oak adopted by the Mayor of London in November 2015. The strategic policies and vision work included in the OAPF and draft Local Plan have played an important role in securing OPDC Board's, the Mayor's, local borough and central government support for the comprehensive regeneration of this area. This work and the associated evidence base should be used as an important starting point for the production of this more detailed masterplan.

OPDC's Local Plan will be the key planning policy document for the OPDC area containing policies that will be used in the determination of planning applications, and will shape how the area will be developed over the next 20-30 years, and deliver a new thriving heart of London. Chapter 2 of the plan sets out the spatial vision for the area, as follows:

*“A thriving part of London connected to the rest of the UK and internationally. Old Oak and Park Royal will be a centre for innovation and growth that will shape west London and strengthen London's role as a global city. A new commercial hub with cultural uses, alongside a diverse network of vibrant neighbourhoods, will help*

*create a London destination recognised as an exemplar in large-scale housing and employment led regeneration.”*

The masterplan should build on and expand the vision and themes identified above and the objectives set out in the draft Local Plan, developing a fine-grain understanding of how they can be delivered on the ground. Key for the masterplan is ensuring that the development of Old Oak addresses the physical and social severances between the new and surrounding existing communities, to promote access to the future facilities and jobs by communities across the wider area.

Work in support of the Local Plan and other studies is summarised in Appendix B. This will provide the appointed masterplanning team with a valuable body of baseline material, and should enable the appointed team to confidently and quickly progress the masterplan development by building on this starting point.

Whilst the OPDC approved recommendations or conclusions of this work should be treated as ‘fixes’ in the first instance, it is recognised that through the development of the masterplan there may be justification to amend some of these to respond better to the emerging proposals. In addition, and inevitably with a project of this scale and complexity, components of the project parameters will change and evolve over time, so the appointed team and the masterplan will need to be able to respond flexibly to a changing context as necessary, and develop a masterplan that can do the same. Development of options and proposal of the preferred masterplan option should align with key decisions and commitments already taken by OPDC.

### **3. OBJECTIVES**

OPDC is looking to appoint a team that will deliver a vision and spatial masterplan for Old Oak that is both bold in its ambition and deliverable, in order to ensure that the potential of this major opportunity is realised.

OPDC’s objectives in relation to developing a masterplan are to:

- Establish an overarching vision for the Old Oak area shared by partners and stakeholders, and which delivers social and economic benefits for local communities;
- Create a masterplan which will establish a new benchmark for successful long-term placemaking in London, as well as being financially viable, technically deliverable, and reflects the quality and sustainability aspirations set out in the draft Local Plan and related studies;
- Support OPDC’s role as prospective landowner by having a masterplan in place which would facilitate a later possible outline planning application for the comprehensive and ambitious redevelopment of Old Oak.
- Informing any land acquisition required, and the delivery strategy to realise the masterplan vision over time;
- Inform OPDC planning policy;

- Meet Memorandum of Understanding requirements for an Old Oak masterplan to be prepared, linked to the transfer of publicly owned land to OPDC.

As part of this commission, OPDC will be expecting the masterplanning team to work collaboratively with OPDC's strategic real estate advisors and infrastructure advisors to provide information to feed into their iterative financial appraisals of the masterplan. In addition, the team will work collaboratively with surrounding landowners who have significant landholdings, and other emerging delivery agents such as HS2, TfL and Network Rail to ensure all development proposals will ultimately be fully integrated.

This work will ultimately support OPDC in bringing forward the timely delivery of thousands of jobs and homes within world-class urban neighbourhoods, to create an exemplar new community and to make the most of this significant opportunity.

#### **4. SCOPE**

The scope of works for the masterplanning appointment is in the first instance to develop a vision and spatial masterplan for the development area of Old Oak. Once this has been completed, there may then be a requirement for it to be developed into planning application/s for sites within Old Oak including the publicly owned land, and a delivery strategy covering a range of aspects. The critical requirements and objectives may then be captured in development briefs for priority sites, to support their successful delivery.

All three areas of scope are covered by the contract and are set out below, but only the first will be instructed initially.

- a) Deliver a vision and spatial Masterplan and supporting strategies for Old Oak, to articulate the vision and to create a framework for the transformation of Old Oak, which is commercially viable, delivers high quality, socially inclusive and environmentally sustainable development, has the support of key stakeholders, discharges the MoU masterplan condition, and responds effectively to the physical constraints within the site;
- b) Prepare and submit an outline planning application/s (some detailed applications for specific elements may also be required) and accompanying related documents, and undertake related stakeholder and community engagement;
- c) Prepare development briefs for key sites, to support OPDC in delivering high quality development.

Areas ii and iii will be subject to future decisions by OPDC and agreement on scope and price between OPDC and the appointed team.

The core Old Oak masterplan study area is shown in Appendix C and will cover the Old Oak development area, extending from Willesden Junction to Wormwood Scrubs. This includes the public sector owned land.

A wider 'area of influence' has also been defined, shown in Appendix D, which will provide essential context for the masterplan to ensure that it is fully integrated with the surrounding town centres, open spaces and communities, and that wider regeneration benefits from the Old Oak investment are maximised.

## **General Requirement**

As summarised above, and set out in detail in section 5, the Old Oak masterplan will deliver a vision and spatial masterplan for the whole Old Oak area.

The development of these outputs will inevitably be a complex process, given the scale and challenges of the study area. This section sets out at a high level the anticipated approach to the work.

## **Key Topics and Themes**

The appointed masterplanning team will need to cover the following topics and themes, and ensure that they are fully integrated into the final spatial masterplan:

- place-making and character areas: heights; views; built form; design codes; how the new development in Old Oak sensitively connects to the existing surrounding townscape character and heritage assets, identifying areas of different function and activity; approach to 'meanwhile uses'; and creating successful places whilst the construction programme is underway;
- landscape and public realm: green and blue infrastructure; public realm; and amenity space (public, private and communal);
- connectivity: building on OPDC's public realm and connectivity study recommendations, developing more detailed guidance/proposals for key connections and the route network within Old Oak; providing a new local movement network within Old Oak; improving connectivity to the surrounding communities for example to Harlesden town centre to the north;
- housing density and mix: density; typology; allocations; affordability, including a real mix of typologies of residential and tenures; alignment with the Mayor of London's affordable housing priorities;
- employment and economic development: definition and location of employment space across a full range of employment types which may include a range of office space, workshops and SME spaces (from micro to large floorplates), as well as retail, hotel, town centre uses, education, cultural, sporting/leisure uses. The masterplanning team should assess opportunities for integration with local economic development such as Park Royal, White City, Harlesden and North Acton; opportunities for catalyst / anchor uses; development of night time, tourism, cultural and visitor economy; and employment and training opportunities;
- infrastructure planning, cost and delivery duration: (transport, energy + utilities), interdependencies with significant transport and other infrastructure projects across

the area including the design and delivery of a new HS2 station, new London Overground stations, improvements to Willesden Junction station and improvements to the A40; delivering against the needs and aspirations of the project including a walkable and cycle friendly street network, local carbon, environmentally resilient and resource efficient neighbourhood that integrates green and blue infrastructure. This workstream will also need to consider how to integrate the Crossrail Depot site into the masterplan, over the short, medium, and longer term, with an early priority of integrating the Crossrail Depot into the wider development, by facilitating access from the HS2 station to the north, and integrating its edges into the context.

- community infrastructure and cohesion; community facilities; inclusive design; and community development and equalities initiatives;
- embedding opportunities for smart city concepts; and
- environment and sustainability: using OPDC's environmental sustainability standards and associated evidence base as a starting point, demonstrate how a fully integrated system can achieve these standards and how development at Old Oak can be an exemplar in environmental sustainability across environmental engineering, integrated utilities, sustainable transport solutions, decentralised energy, whole life carbon, air quality, noise, urban heat island and micro climate, climate resilience, circular economy and waste management, addressing decontamination and water management and high quality blue and green infrastructure.

It may be useful for the masterplanning team to establish thematic work streams, as a means to organise the interface with the client group and stakeholders in a topic-specific way. Furthermore, these work streams may also be useful to inform and manage input into the detailed assessments required for the planning application/s (for example, design and access statement, environmental impact assessments, equalities impact assessments, transport assessments and visual impact assessment). Some work streams will cut across the whole plan.

### **Property advice**

It is essential that the development of the masterplan is founded on sound economic and commercial principles and so the master planning team should include property advisors during the first stage of the scope of this work (delivery of the masterplan). The advisors should have expertise in both commercial and residential property markets in London and the UK, including expertise in industrial, retail, and sports/leisure. They should be able to demonstrate an understanding of demand for land uses through active agency teams and access to detailed market research and a proven track record of providing the critical commercial interface with the design process.

This will ensure that value drivers are fully understood and considered so they can be balanced against commercial and social drivers at all stages of the masterplan development. Their role would be to advise on the alignment of current market conditions with the outline masterplan assumptions and how emerging economic/sector specific space requirements might influence land use. This would test that the provision of the

right types of space to meet specific sector needs is in place, and ensure this is planned and delivered in the right locations to meet occupier requirements, in the relevant sectors. A sound understanding of market conditions integrated with spatial masterplanning will also encourage innovation and ensure that as the design process develops, the masterplan proposals respond to other opportunities and constraints, setting a basis for value enhancement and ensuring adherence to the parameters of the developing cost plan.

### **Masterplan approach: options refinement**

Given the complexities of Old Oak, it will be important that the Old Oak masterplan is developed through an iterative process of assessing development options, and testing the impact of key variables on the overall development scenarios, and refining these options to ultimately arrive at a preferred option. As part of this process, it will be important to develop clear criteria, for example overarching principles and site-wide strategies in order to assess development scenarios.

The criteria used to assess development scenarios should reflect the vision and priorities established by OPDC prior to the consultants' appointment. The adopted OAPF and consultation versions of the Local Plan and community infrastructure strategy will be key elements of the evidence base, which the masterplanning team should appraise and test against the overarching objectives to create successful places with long term value.

The appointed masterplanners will be required to work with OPDC's Strategic real estate advisors to develop financial appraisals at key points throughout the evolution of development options.

The development of Old Oak will be phased over a 30-40 year period as sites become available and key infrastructure elements are delivered, and therefore the masterplan must also retain flexibility to respond to an evolving context.

It will be important that the masterplan work demonstrates how a vibrant and economically active place can be created in the interim years before the whole area is built out, whilst construction is ongoing.

Detailed design of the proposed development, which could comprise a number of development areas, will be commissioned by land owners and/or their development partners as each phase comes forward. Where OPDC is a landowner, OPDC may take forward planning applications which will follow the relevant development parameters and principles established in the overall Old Oak masterplan, and set out in development briefs prepared by the masterplanning team.

### **Viability of the masterplan**

The appointed masterplanners will be required to work collaboratively with OPDC's Strategic real estate advisors to ensure that the masterplan is commercially viable, and maximises opportunities to establish a high quality place, which will inherently create long term values.



These advisors will develop financial appraisals at key points during the evolution of development options. The masterplan consultants will be required to provide the key elements of information to input into these financial appraisals, for example proposed floor areas, building construction costs.

From this information provided by the masterplanning team, OPDC's Strategic real estate advisors will be able to undertake the following:

- Viability testing of the preferred options (including the preparation of a cash flow, residual appraisal and sensitivity analysis);
- Scenario testing to assess the relative viability of different development densities, use mix and value assumptions; and
- Reporting on overall commercial returns that could be generated from the project.

### **Delivery and Implementation Strategies**

A number of Delivery Strategies and Implementation Plans to support the Old Oak masterplan need to be developed, and the appointed masterplanning team will play a key role in their preparation. In some cases the strategies will be led by the masterplanning team, and in other cases they will be prepared by other consultants and the appointed masterplanning team will be required to input into these plans and provide relevant information and materials.

These are summarised as follows:

Strategies to be led by the masterplanning team:

- Phasing Strategy
- Transport Strategy
- Commercial and Residential Property Strategy

Strategies to be led by others with input from the masterplanning team:

- Funding and Finance Strategy (inc. Development and Infrastructure Procurement Strategies)
- Land Assembly and Acquisition Strategy
- Infrastructure Delivery Plans (inc. Social, Transport, Energy & Utilities, Construction Logistics)
- Overall Old Oak Development Delivery Strategy.

### **Infrastructure Delivery**

Where the OPDC have invested in the development of technical solutions to meet critical enabling infrastructure, or provide early solutions for other purposes, the Masterplanner should seek to integrate these into any proposed design or justify alternative proposals and seek OPDC approval first. It is anticipated that, where necessary, OPDC will

progress time-critical infrastructure delivery projects in parallel with the masterplan, for example relating to energy and water utility networks. OPDC will ensure that these delivery work streams are coordinated with the masterplanning team.

## **Stakeholder Engagement**

The OPDC engages with and works collaboratively with a number of key stakeholders, who are integral to realising the vision for Old Oak and Park Royal. The role and interests of these key stakeholders varies, and includes landowner, funder, local government, central government, local community and business, and rail operator. The OPDC area straddles the three boroughs of Brent, Ealing and Hammersmith & Fulham, and therefore the communities and wider development strategies of these boroughs form a key part of the context for OPDC and the Old Oak masterplan. Critical to the success of the masterplan is working with landowners, some of whom have development plans in pre-application with the OPDC as planning authority. The OPDC is establishing a Landowner forum to help facilitate landowner discussion with the masterplan team.

Several key public organisations are part of joint governance and decision making arrangements including OPDC's board, and ongoing day-to-day collaboration between officers, and will have an important role in delivering the Old Oak Masterplan. These include:

- London Boroughs of Brent, Ealing and Hammersmith & Fulham;
- Department for Transport (HS2, Network Rail);
- Department for Communities and Local Government;
- Greater London Authority; and
- Transport for London (Crossrail).

Engagement with key stakeholders, including local residents, neighbourhood forums, landowners and businesses, and OPDC's PLACE review group where appropriate, should inform the development and further refinement of the masterplan. A number of stakeholder engagement groups and local community/business groups have already been established, and OPDC encourages the masterplanning team to utilise these existing networks, as well as developing initiatives to creatively and meaningfully secure input and buy-in to the masterplan from a wide range of local communities.

## **Study Area**

It is proposed that this project refers to two study areas; a Core Area and an Area of Influence. See Appendices C and D for maps showing indicative areas for the core area and area of influence:

### Core Area

The Core Area study boundary will be confirmed at project inception, but will be focused upon the Old Oak area, and does not include Park Royal. In this area, the majority of land will be de-designated from Strategic Industrial Locations and identified for mixed use redevelopment, and some sites will be retained as SIL for employment uses. Detail on

this can be found in OPDC's draft Local Plan and the Mayor's adopted OAPF. The core area includes Wormwood Scrubs in recognition of the importance of developing a clear approach to how communities to the south of Old Oak are able to access the benefits of HS2 and associated investment, however it is not anticipated that the masterplan will undertake detailed landscape design work on this existing open space.

This core area will essentially provide the basis for the detailed masterplanning and part(s) of this Core Area will form the basis for an outline/hybrid planning application(s) to be made. The extent of any planning application(s) will be agreed during the course of this commission. It is anticipated that within this core area, OPDC will, in due course, own or have sufficient control of the public sector land to take forward and deliver proposals, and that the planning applications submitted as an output from this masterplan will primarily relate to OPDC-owned land.

### Wider Area of Influence

The wider Area of Influence should effectively form the starting point for this masterplan, to ensure that the approach to the core Old Oak area is fully embedded and responds to the richly varied surrounding areas. This will include areas such as Park Royal, the Grand Union Canal (outside the Core Area), Harlesden, Alperton Housing Zone and Acton. This area of influence will be used to ensure that important wider social infrastructure, development scenarios, transport routes and connections (including cycleways and pedestrian routes) and urban design principles are integrated with the development of the Old Oak masterplan. The boundary for the Wider Area of Influence has not been precisely drawn, and the appointed masterplanning team are encouraged to develop their own approach to an appropriate boundary based on their response to the wider context. In addition it will be appropriate for the consultant to consider Old Oak in the context of West London's other Opportunity Areas including Wembley, Kensal Canalside and White City.

The appointed consultants may be required to undertake additional masterplanning work (in line with the scope set out above) for locations within the Area of Influence during the commission. Such additional masterplanning work would be agreed during the course of the commission.

## 5. DELIVERABLES

The three key deliverables under the Old Oak Masterplan contract are set out below. Deliverable (i) is the first deliverable for the masterplanning team, to be followed by (ii) and (iii), if the OPDC decides to proceed with (ii) and (iii) at a later date.

### (i) Old Oak Masterplan

The first key output from this study will be a vision and spatial masterplan that will set out the key principles which will provide a robust framework for the future development of the Old Oak area and its immediate environs. The masterplan should be underpinned by the context of the Local Plan/OAPF, and the baseline work already undertaken for OPDC (see Appendix B).

The masterplan deliverable should be a document that includes clear presentation of the following proposals for the core study area:

- vision for Old Oak
- overarching spatial and design principles
- commercial and residential property strategy
- the character of individual places within the masterplan
- connectivity and hierarchy of routes
- key principles to ensure exemplary approaches to creating balanced and integrated communities
- proposed land uses and associated social and economic infrastructure requirements
- identify appropriate locations for taller buildings
- proposals for key infrastructure issues including the interface with the Crossrail Depot site
- key principles and targets to achieve sustainability.
- phasing strategy
- transport strategy.

The masterplan should be presented in a document which is accessible to non-specialist stakeholders, illustrated with diagrams, drawings (plans, sections etc.) and visualisations which communicate the vision for Old Oak. This document should be provided in soft copy and a minimum of 10 hard copies provided. The masterplan and associated drawings and designs should be produced digitally and in 2D and 3D in an interoperable format. This format should include relevant geo-location data, and should be BIM 3 ready and should support stakeholder engagement. In addition a document will be required for submission to HM Government to discharge the conditions precedent clause in the Memorandum of Understanding.

The Phasing Strategy should be developed in close collaboration with OPDC's Strategic real estate advisors. Consideration should be given to developing an approach to phasing which establishes a 'critical mass' of development in early phases to ensure their

attractiveness to investors and occupants, which is coordinated with the anticipated phasing of infrastructure delivery, and which responds to the commercial strategy.

The masterplanning team are expected to input into and support the development of other OPDC led delivery strategies.

#### **(ii) Planning Application/s (conditional upon future OPDC decisions)**

A second key output could be planning applications, which develop some or all of the masterplan framework for Old Oak in more detail into an outline (and where necessary detailed) planning application/s. This will establish the proposed future development scenario in terms of the mix of uses, massing envelopes and development quantum and infrastructure requirements. A planning application is likely to cover all public sector owned sites and may also include other areas if required, but this will need to be refined through this work.

It is anticipated that it would predominantly be an outline planning application but may include some elements of detailed planning applications. Necessary impact assessments will be required to be undertaken and submitted and would include (but not be limited to) a strategic environmental assessment, sustainability appraisal, equality impact assessment, transport assessment, health impact assessment and socio-economic impact assessment. Please see the full schedule of impact assessments required at <https://www.london.gov.uk/file/293997>. Public consultation would also be required to have been carried out to inform the planning application, as well as engagement with OPDC's PLACE review group.

#### **(iii) Development Briefs (conditional upon future OPDC decisions)**

These should provide clear design and spatial principles for key sub-areas or sites to guide future detailed development proposals. They should include guidance on built form, design codes and guidance on materials, location of key activities and functions, public spaces, and massing, and other elements which are significant to the quality and coordination of future development in the area. These documents would be anticipated to be required during the delivery phase of the project, once outline planning consent had been secured, to form part of any process of procuring and guiding development partners.

## **6. PROJECT PLAN/TIMESCALES**

The key milestones for the Old Oak masterplan are set out below. These dates are indicative at this stage.

- Appointment of Old Oak masterplanning team – February 2017
- Old Oak Masterplan published – high level key principles and vision – Autumn 2017

*Conditional upon future OPDC decisions:*

- Old Oak Masterplan planning application/s submitted – Autumn 2018
- Old Oak Masterplan planning permission/s secured – 2019
- Old Oak development briefs prepared – 2019 onwards

## **7. MASTERPLAN TEAM REQUIREMENTS**

### **Skills required**

It is anticipated that the lead discipline will be urban design/masterplanning and possess design flair with a proven ability to lead and manage a multi-disciplinary team. Consortia are welcomed which include emerging design firms alongside more established firms.

The team should have a strong track record of designing and delivering high quality development proposals within a complex brownfield urban environment, and demonstrate a clear understanding of place making. Ideally the masterplan team will have experience of over station development and over track development, development alongside/over/under transport infrastructure and have a proven track record of working with transport bodies such as TfL, Network Rail and DfT.

The consultant team appointed for the Old Oak Masterplan is expected to include the skills set out below.

Core skills required:

- urban design
- architecture
- masterplanning
- public realm and landscape design
- town planning
- transport planning
- social infrastructure planning
- energy + utilities infrastructure planning
- community/stakeholder engagement and consultation
- civil and structural engineering
- infrastructure and building cost consultancy
- environmental sustainability
- property advisors

Additional Skills potentially required:

- heritage
- equality and social impact assessors
- sustainability & health impact assessors
- social, cultural and economic development
- leisure, culture and visitor management strategy.

Preference will be given to comprehensive tenders that include all or a large majority of those skills listed above. However, the OPDC will reserve the right to select and de-select individual disciplines within comprehensive tenders and substitute these.

The team should ensure that it includes sufficient project management resource to manage and coordinate the team and its various work streams and processes required to meet delivery milestones, and prepare timely and regular updates to the client.

A number of supporting disciplines will be procured and managed separately by OPDC, including Strategic real estate advisors who will lead the undertaking of financial appraisals and viability analysis and provide supporting commercial real estate advice to the consultant team throughout the evolution of development options, and Infrastructure Advisors, who will take forward detailed technical design or delivery strategy infrastructure work.

## **8. APPENDICES**

- A. Old Oak and Park Royal Opportunity Area
- B. Relevant Studies
- C. Core Masterplan Study Area
- D. Core Area and Area of Influence

*[SUBJECT TO CONTRACT]*

Contract Reference Number:

Date:

**Contract for Services**

**between**

***[Name of Authority]***

**and**

***[Name of Service Provider]***

**NOTE FOR INTERNAL USE – before using this contract, ensure you have considered the additional optional clauses and checklist for their use**

***REMOVE THIS NOTE BEFORE ISSUING THE CONTRACT***

**Version: Generic November 2015**



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**THIS CONTRACT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

**BETWEEN:**

- (1) [ \_\_\_\_\_ ] (**“the Authority”**); and
- (2) [ \_\_\_\_\_ ], a company registered in England and Wales (Company Registration Number [ \_\_\_\_\_ ]) whose registered office is at [ \_\_\_\_\_ ] (**“the Service Provider”**).

**RECITALS:**

- A. *[Insert text that briefly describes the particular project/why the services are required];*
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

**THE PARTIES AGREE THAT:**

1. **Definitions and Interpretation**

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

**“Authority Assets”** means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

**“Authority Group”** shall mean where the Authority is:

- (a) the Greater London Authority (GLA), the GLA in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”**

shall refer to the GLA, or any such subsidiary;

- (b) a Functional Body, the Functional Body in its own right and, where applicable, as holding company of all its subsidiaries (as defined in the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the Functional Body or any such subsidiary.

**“Authority Premises”**

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

**“Business Day”**

any day excluding Saturdays, Sundays or public or bank holidays in England;

**“Cessation Plan”**

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive):

- (c) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive); or
- (d) to give effect to a Public Procurement Termination Event;

**“Charges”**

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

**“Confidential Information”**

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

<b>“Contract”</b>	this contract, including the Schedules and all other documents referred to in this contract;
<b>“Contract Information”</b>	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
<b>“Contract Manager”</b>	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
<b>“Contract Commencement Date”</b>	the date for commencement of the Contract specified in Schedule 1;
<b>“Declaration of Ineffectiveness”</b>	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 45J the Utilities Contracts Regulations 2006;
<b>“Force Majeure Event”</b>	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“ <b>Affected Party</b> ”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
<b>“Functional Body”</b>	the functional bodies of the Greater London Authority (GLA) are; <ul style="list-style-type: none"> <li>(a) <a href="#">Transport for London</a>;</li> <li>(b) the Mayor’s Office for Policing and</li> </ul>

Crime;

- (c) the London Fire and Emergency Planning Authority;
- (d) London Legacy Development Corporation; and
- (e) the Old Oak and Park Royal Development Corporation,

in their current and future form;

**“Holding Company”**

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

**“Insolvency Event”**

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the

Service Provider becoming bankrupt or dying;

- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

**“Intellectual Property Rights”**

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

**“Key Personnel”**

the Service Provider’s key personnel named in Schedule 1;

**“Losses”**

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

**“Milestone”**

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

**“Parties”**

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be;

**“Procurement Manager”**

the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;

**“Project Plan”**

the plan (if any) for implementation including (without limitation) project delivery set out in

	Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
<b>“Public Procurement Termination Event”</b>	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
<b>“Service Commencement Date”</b>	the date for commencement of the Services set out in Schedule 1;
<b>“Service Provider Equipment”</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
<b>“Service Provider’s Personnel”</b>	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
<b>“Services”</b>	<p>(a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
<b>“Specification”</b>	the specification and other requirements set out in Schedule 3;
<b>“Term”</b>	the period during which the Contract continues in force as provided in Clause 2



and Schedule 1;

**“TfL”** Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

**“Transparency Commitment”** means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;

**“VAT”** means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;

1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;

1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or

1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;

1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;

1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

**2. Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

**3. The Services**

3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority’s discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

3.3 The Service Provider shall provide the Services:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

- 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

#### **4. Charges**

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

#### **5. Payment Procedures and Approvals**

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
  - 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any

rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

- 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, 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 Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

## 6. **Warranties and Obligations**

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

- 6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

- 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

- 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

- 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
  - 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
  - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

## **7. Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
  - 7.2.1 variations to the Contract;
  - 7.2.2 any matter concerning the terms of the Contract; and
  - 7.2.3 any financial matter (including any issues in Schedule 4),which shall be referred to the Procurement Manager.
- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

## **8. Service Provider's Personnel**

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under

the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. **Sub-Contracting and Change of Ownership**

9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or grant consent subject to such conditions as the Authority sees fit.

9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

9.2.7 include a term in each sub-contract (of any tier):

9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract,



to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and

9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

## 10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with

the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

**11. Access to Premises and Assets**

11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;

11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;

11.1.5 not damage the Authority Premises or any assets on Authority Premises; and

11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider Personnel in the performance of the Services.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

## 12. **Compliance with Policies and Law**

12.1 The Service Provider, at no additional cost to the Authority:

12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services as set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request.

12.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;

12.1.5 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London

Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

- 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- 12.1.5.2 eliminate unlawful discrimination; and
- 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

12.1.6 Where the GLA is the Authority the Service Provider shall:

- 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;
- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
- 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
- 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.6 as if the sub-contractor were in the position of the Service Provider;
- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's

investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

13. **Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

14. **Equipment**

14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

14.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

14.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

15. **Quality and Best Value**

15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

18. **Indemnity**

18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty,

misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

## 19. Insurance

19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

19.1.1 public liability to cover injury and loss to third parties;

19.1.2 insurance to cover the loss or damage to any item related to the Services;

19.1.3 product liability; and

19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

19.2 The insurance cover will be maintained with a reputable insurer.

19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.

19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.



## 20. **The Authority's Data**

- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

## 21. **Intellectual Property Rights**

- 21.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

## 22. **Privacy and Data Protection**

- 22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

## 23. **Confidentiality and Announcements**

- 23.1 Subject to Clause 24, the Service Provider will keep confidential:
- 23.1.1 the terms of this contract; and

- 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:
- 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
- 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

## 24. **Freedom of Information and Transparency**

- 24.1 For the purposes of this Clause 24:
- 24.1.1 "**FOI Legislation**" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

- 24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 24.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 24.2 The Service Provider acknowledges that the Authority:
- 24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
- 24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 24.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 24.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 24.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 24.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its

absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

24.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 24.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

## 25. **Dispute Resolution**

25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.

25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.

25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.

25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.

25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

## 26. **Breach and Termination of Contract**

26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

26.1.2 the Service Provider is subject to an Insolvency Event;

26.1.3 in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;

26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.

26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so

procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

## 27. **Consequences of Termination or Expiry**

- 27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers

such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

27.3 Upon expiry or termination of the Contract (howsoever caused):

27.3.1 the Service Provider shall, at no further cost to the Authority:

27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 26.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

**28. Declaration of Ineffectiveness and Public Procurement Termination Event**

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree

that the provisions of Clause 27 and Clauses 28.1 to 28.5 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clauses 28.1 to 28.5 (inclusive) or the Cessation Plan, the provisions of this Clauses 28.1 to 28.5 (inclusive) and the Cessation Plan shall prevail.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 28.1 to 28.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.

28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to Clauses 28.1 to 28.5 (inclusive).

28.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Authority shall promptly notify the Service Provider and the Parties agree that the provisions of Clause 27 and these Clauses 28.6 to 28.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy



between the provisions of Clause 27 and these Clauses 28.6 to 28.10 or the Cessation Plan, the provisions of these Clauses 28.6 to 28.10 and the Cessation Plan shall prevail.

28.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

28.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.8.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and

28.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 28.6 to 28.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.

28.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.10 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to these Clauses 28.6 to 28.10 (inclusive)

## 29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. **Rights of Third Parties**

- 30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. **Contract Variation**

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. **Novation**

- 32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. **Non-Waiver of Rights**

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. **Illegality and Severability**

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the

remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

**35. Notices**

35.1 Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

35.1.1 if delivered by hand, at the time of delivery;

35.1.2 if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

35.1.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

**36. Entire Agreement**

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. **Counterparts**

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. **Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

40. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

**THE CONTRACT** has been signed for and on behalf of the Parties the day and year written above.

Signed by  
for and on behalf of  
**The Authority**

)  
)  
)

Signature

Print name and position

Date:

Signed by  
for and on behalf of  
the **Service Provider**

)  
)  
)

Signature

Print name and position

Date:

## SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:**
2. **Name of Service Provider:**
3. **Commencement:**
  - (a) **Contract Commencement Date:**
  - (b) **Service Commencement Date:**
4. **Duration/Expiry Date:**
5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

### **Clause 5.1**

*[insert alternative period]*

Where no alternative is listed, the payment period shall be 4-weekly

### **Clause 5.2**

*[set out details of electronic invoice format to be used – see Ep2p Vendor Handbook appended to Standard Contract for Services Guidance Note]*

### **Clause 5.4**

*[insert alternative (shorter\*) period]*

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

**\* the period cannot exceed 30 days**

6. **Address where invoices shall be sent:** *[ Authority ]*  
Accounts Payable  
*[ PO Box ]*  
London  
*[ Postcode ]*

**Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:**

**7. Time for payment where not 30 days (see Clause 5.4):**

**8. Details of the Authority's Contract Manager**

**Name:** [name of relevant technical contact]  
**Address:** [relevant Authority address]  
**Tel:** 020 7XXX XXXX  
**Fax:** 020 7XXX XXXX  
**Email:**

**9. Details of the Authority's Procurement Manager**

**Name:** [name of relevant procurement contact]  
**Address:** [relevant Authority address]  
**Tel:** 020 7XXX XXXX  
**Fax:** 020 7XXX XXXX  
**Email:**

**10. Service Provider's Key Personnel:**

Name & Position	Contact Details	Area of Responsibility

**11. Notice period in accordance with Clause 26.4 (termination without cause):**

90 days unless an alternative is listed here [insert alternative if needed]

[if appropriate, write "Clause 26.4 does not apply" and delete the 90 day reference]

**12. Address for service of notices and other documents in accordance with Clause 35:**

**For the Authority:** *[relevant Authority address]*

Facsimile number: **XXX**

For the attention of: **XXX**

**For the Service Provider:**

**13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:** *[Need to be clear about any telephony, IT etc.]*

**14. Training to be provided by the Service Provider in accordance with Clause 8.8:**



## **SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT**

The following clauses are added to the Contract where the Authority is the Old Oak & Park Royal Development Corporation:

### **41. Purchase Order Number**

- 41.1 A purchase order number must be quoted on all invoices and correspondence. Invoices will not be paid and shall be returned to the Service Provider if the purchase order number is not stated on the invoice.

**[\* Delete if LFEPA is not the Authority - Special Conditions applying to**

|

### SCHEDULE 3 - SPECIFICATION

*[This Schedule should address details of the services required and the timetable for performance.]*

*[Where and to the extent that the Services relate to the development of technology systems/software, the Service Provider shall ensure that such services and the articles to which they relate comply with the Government's open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>]*

**SCHEDULE 4 – CHARGES**

*[INSERT CHARGING/PAYMENT SCHEDULE]*

## **SCHEDULE 5 - PROJECT PLAN**

*[This Schedule should contain any plans for implementation and, if relevant, any Milestones for payments to be made against.]*

**SCHEDULE 6 - FORM FOR VARIATION**

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

**AUTHORITY FOR VARIATION TO CONTRACT (AVC)**

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

<b>• DETAILS OF VARIATION</b>	<b>• AMOUNT (£)</b>
<b>•</b>	<b>•</b>
<b>•</b>	<b>•</b>
<b>• ALLOWANCE TO THE AUTHORITY</b>	<b>•</b>
<b>• EXTRA COST TO THE AUTHORITY</b>	<b>•</b>
<b>• TOTAL</b>	<b>•</b>

.....  
For the Authority (signed)

.....  
(print name)

<ul style="list-style-type: none"> <li>• <b>ACCEPTANCE BY THE SERVICE PROVIDER</b></li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>
<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>• <b>Date</b></li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>• <b>Signed</b></li> <li>•</li> </ul>

**SCHEDULE 7 – AUTHORITY’S POLICIES AND STANDARDS, CONTRACT  
QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS**

**[Please insert any and all policies and standards which are applicable to the  
delivery of the services**

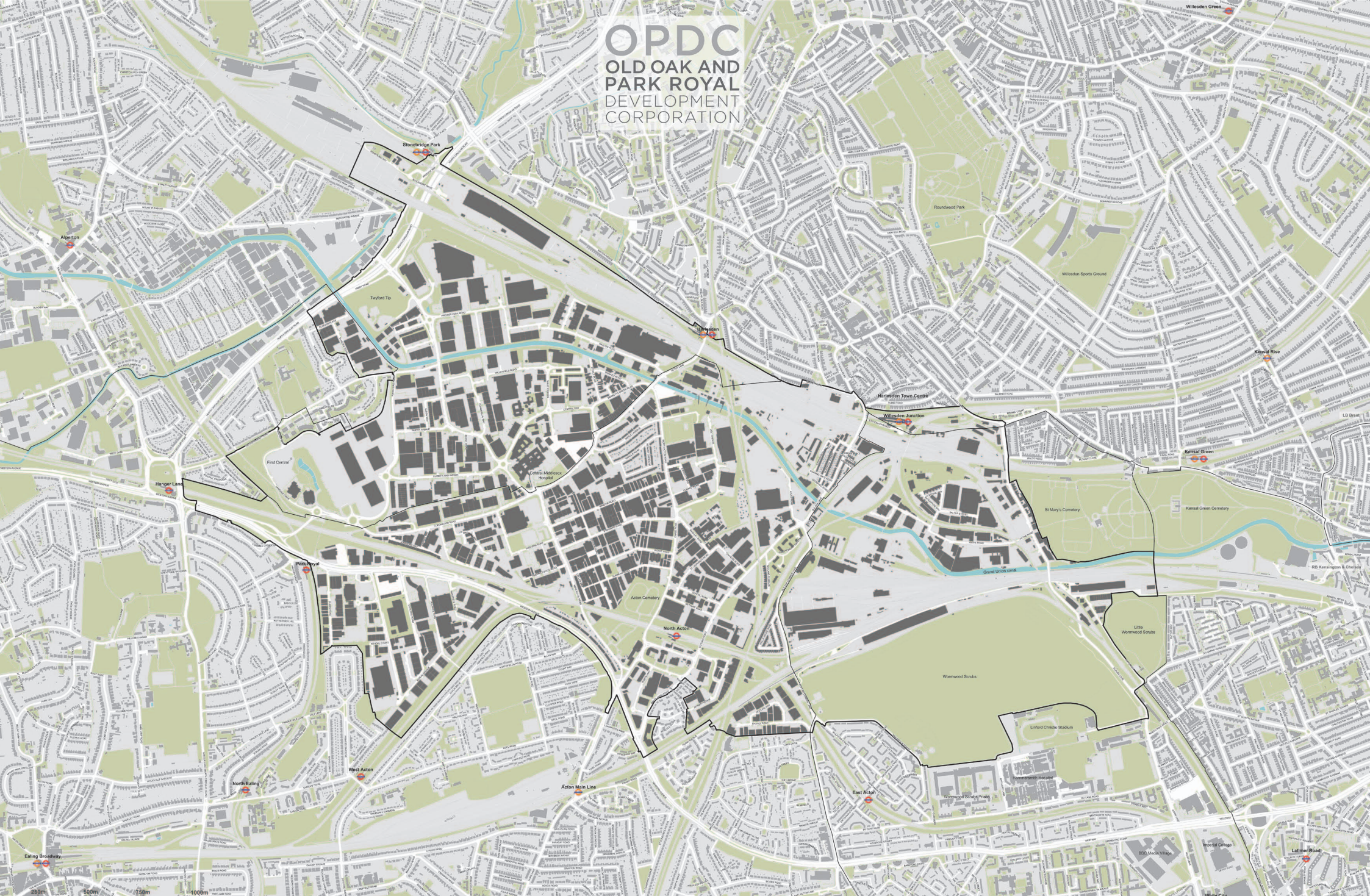
**e.g. for the GLA these will include – the Dignity at work policy and the code of  
ethics. These will need to be confirmed with each Functional Body]**

## **SCHEDULE 8 – RE-TENDER COOPERATION**

*[This Schedule should set out any specific requirements that will be required of the Service Provider to assist with the re-tendering of the Services, in particular setting out any information/documents/data, etc. likely to be required with (where possible) dates for meeting those requirements]*



**OPDC**  
OLD OAK AND  
PARK ROYAL  
DEVELOPMENT  
CORPORATION



APPENDIX A Old Oak and Park Royal Opportunity Area boundary



## **APPENDIX B**

### **Studies and documents of relevance to Old Oak Masterplan**

#### **Existing Evidence**

As highlighted above, OPDC has and will continue to progress a range of strategies and technical studies for the area. The information produced to date will form an important part of the background information to be used as a starting point to inform the Old Oak masterplan work. Some of this information is already available publicly on the OPDC website – <https://www.london.gov.uk/about-us/organisations-we-work/old-oak-and-park-royal-development-corporation-opdc>. All of this information will be made available to the consultant team at inception.

A summary of the studies and documents is set out below:

#### **Context - relevant documents and studies within study area:**

Transport:

- Various Old Oak South technical feasibility and commercial viability studies, including for overstation development at the HS2/Crossrail Old Oak Common Station, and in relation to the Crossrail Depot site
- HS2 overstation development strategic outline business case
- HS2 station design scoping
- HS2 station Hybrid Bill
- New London Overground stations Grip 3
- Willesden Junction station study

Development Frameworks commissioned by OPDC:

- Scrubs Lane Development Framework
- Victoria Road and Old Oak Lane Development Framework

Planning applications:

- Oaklands planning application, approved 2016

Pre-applications:

- Car Giant are in active pre-application discussions with OPDC on the proposed comprehensive redevelopment of their land
- In addition, there are other pre-application discussions underway for a range of privately owned sites across the area, located primarily around the edges of the Core Area. These pre-application proposals are being progressed in line with the guidance

included in the OAPF and the draft policies in the Local Plan (first stage of public consultation).

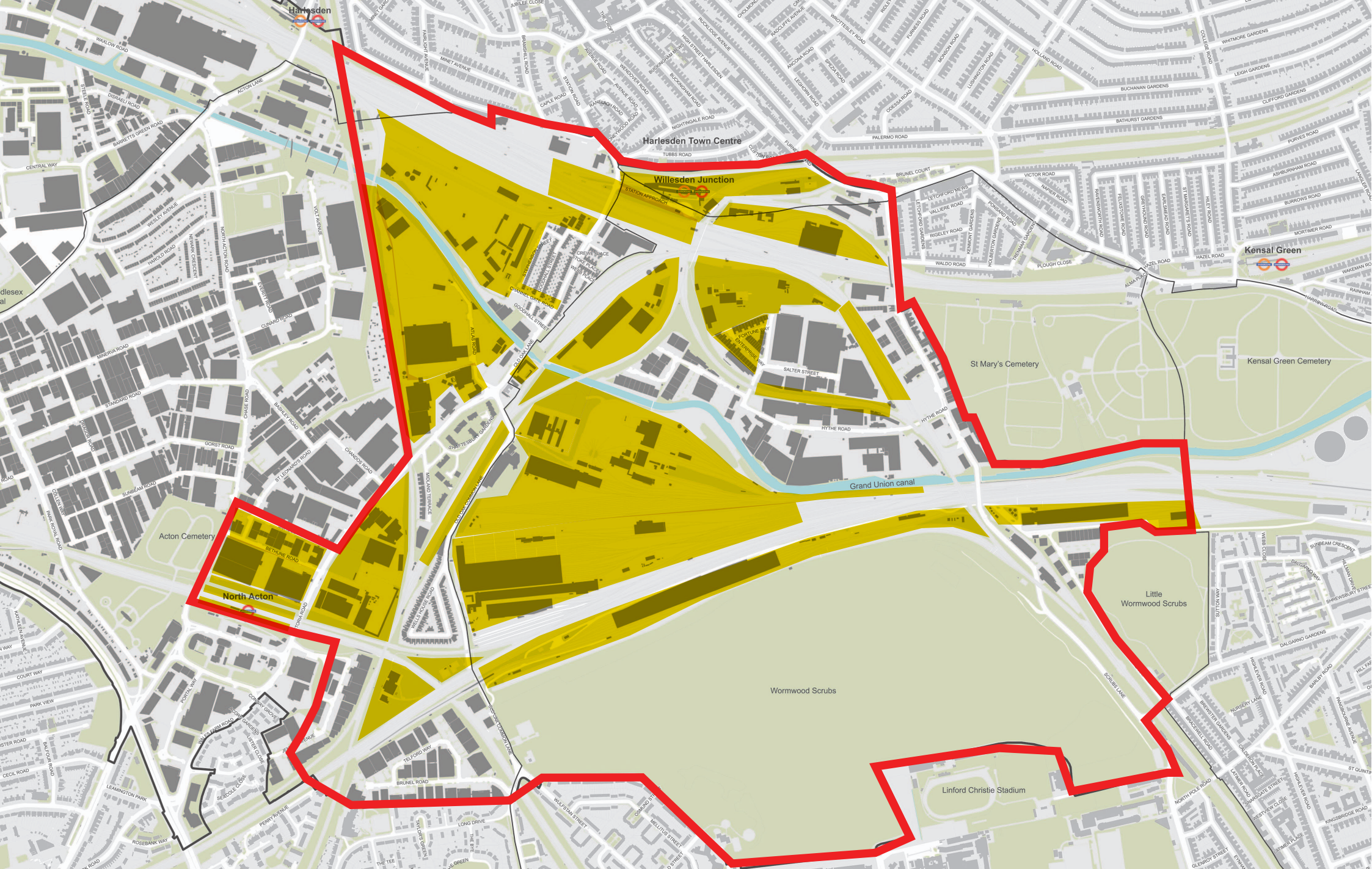
Land ownership:

- OPDC Outline Land Business Plan
- MoU between DfT and OPDC
- Draft land acquisition strategy

**Context - relevant studies relating to the larger OPDC area:**


- Old Oak and Park Royal Opportunity Area Planning Framework  
<https://www.london.gov.uk/file/324368>
- OPDC draft Local Plan and supporting studies evidence base (first stage of public consultation – Regulation 18)  
<https://www.london.gov.uk/about-us/organisations-we-work/old-oak-and-park-royal-development-corporation-opdc/get-involved-op-5>
- OPDC connectivity and public realm strategy
- Outline Socio-economic Regeneration Strategy
- Old Oak and Park Royal Heritage strategy
- OPDC transport strategy
- Future Employment Sectors Study
- Catalyst Uses Study
- Environmental target setting
- Green Infrastructure and Open Space Study
- Circular Economy Study
- A40 study
- Development Infrastructure Funding Study
- Draft Harlesden Neighbourhood Plan
- Emerging SMART strategy (Brent)
- Retail and Leisure Needs study (Brent).





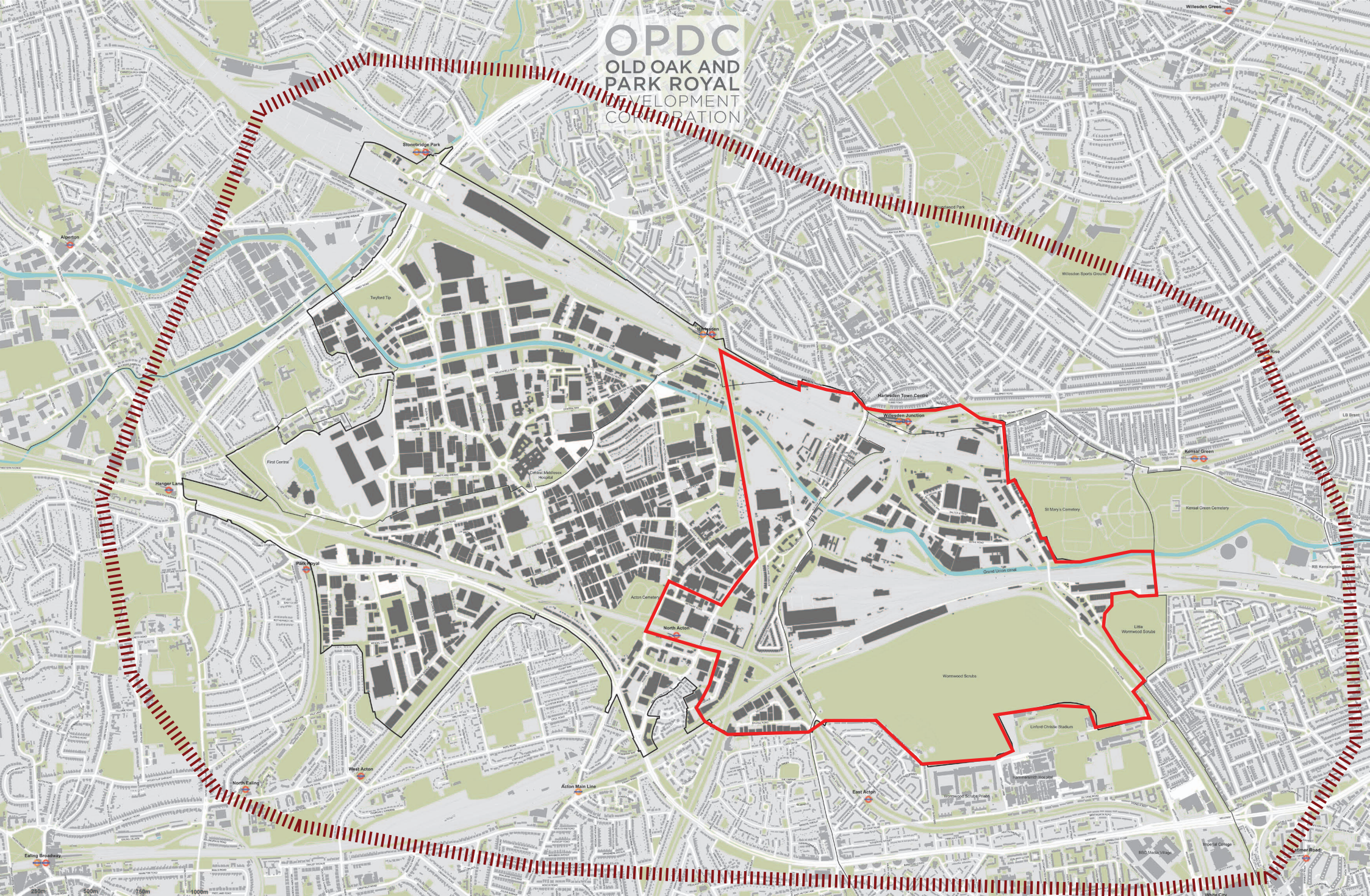
APPENDIX C Old Oak Masterplan Core Area Boundary

 Old Oak Masterplan: core area

 Publicly owned land



# OPDC OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION



APPENDIX D Old Oak Masterplan: Area of Influence



Old Oak Masterplan: area of influence



Old Oak Masterplan: core area