



**Farmstead Drive
Structural and Civils Engineer - Scope of Services
RIBA Stages 2 and 3**

Request for Quotations

Prepared by
Property and Commercial Services
Sevenoaks District Council

December 2021



1. INTRODUCTION

Sevenoaks District Council is seeking to appoint a Structures and Civils Engineer to bring forward a new high quality development on the Spitals Cross Estate, Edenbridge. The Structures and Civils Engineer will form part of a Wider Multi-Disciplinary team.

The proposed development site is located on Farmstead Drive within the Spitals Cross Housing Estate in Edenbridge. The estate was built in the 1960s, and the proposed development site is occupied by the local community hall (Fircroft Hall), the Londis convenience store and public open space. The site is circa 1 acre (0.42 hectares) and the redevelopment proposal is to re-provide the community hall, a convenience store, public open space and provide 33 residential units (of which 30% will be affordable) and parking. The total development cost is expected to be £4,750,000 (excluding design fees, risk and inflation and OH+P).

The community buildings currently occupying the site are at the end of their economic life and require substantial refurbishment. SDC are maximising the opportunity to redevelop the hall and its facilities and to replace the shop with modern premises and to provide new housing, including affordable homes. The sale of the residential accommodation would provide capital receipts to pay for these improvements.

A feasibility study has been undertaken which reviewed several options with a preferred option selected from a viability and planning perspective. This commission seeks to appoint an architect-led design team to further develop the preferred option to prepare and submit a planning application and to ultimately see through the delivery of the development.

2. THE COMMISSION

The appointment of the Structural and Civil (S&C) Engineer will be for RIBA work stages 2 and 3. A fixed price fee submission is requested for both stages, broken down by stage. The S&C Engineer will be expected to attend all design team meetings and make an allowance for other meetings as considered appropriate.

The S&C Engineer will be expected to provide the appropriate range of skills and competencies with demonstrable experience of working on similar projects.

SDC will be appointing the remaining disciplines required to form the project team which will consist of the below. The requirement for additional services may be identified as the scheme progresses:

- Architect (also Principal Designer and lead consultant)
- QS (and employer's agent)
- Property advisor
- Mechanical and Engineering Consultant
- Structural and Civil Engineer (this commission)
- Planning consultant

The S&C Engineer is required to provide a fixed-fee price individually for both stages. More information on tendering is provided below.

SDC will issue instructions to proceed prior to starting the next stage as it wishes to reserve the right to break the commission at the conclusion of each stage.

3. DUTIES REQUIRED

General

The structural & Civil Engineer is responsible for providing design information and advice in relation to the following project elements as required:

- Foundations
- Floor slab
- Frame
- Roof structure
- Stair Structure (design intent & performance specification)
- Structural aspects of external walls (inclusive of advice on façade treatment in relation to the structure, but exclusive of specialist façade design)

- Retaining walls
- Roads, pathways, hardstandings including highway works
- Drainage

All services are to be performed in such a manner as to comply with the consultant's responsibilities as a designer as defined by the CDM regulations. All drawings are to be in industry standard format fully compatible with other consultants in the design team.

The above should be captured in a Stage 2 and Stage 3 Structures & Civils report, providing sufficient design intent information for progression to Stage 4 and for planning application and tender purposes.

Understanding the brief

The S&C Engineer will be expected to understand from SDC the project timescales and financial limits. Allowances should be made for iterations of the proposed design until the project is viable and in a position to proceed to the next stage, as advised by SDC and the cost consultant.

Working with the project team

The S&C Engineer will be expected to work with all other consultants engaged in the project and deliver the services listed within this brief in conjunction with other disciplines as required. It includes attending tender meetings if required and/or responding to bidding contractor's queries during Stage 3.

Cost reviews

The S&C Engineer will be required to participate in any cost reviews in conjunction with the appointed Cost Consultant. They will need to inform the Cost Consultant of any structural or civil considerations relevant to life cycle costs and/or value for money. Recommendations to be made to the project team on keeping structural/civil design within the project cost limits.

Reviewing SDC information

The S&C Engineer will be expected to review any site information held by SDC (e.g. topographical surveys) to develop designs, or flag any surveys/data required, giving SDC sufficient notice to procure services if deemed required by the project team.

Site visits

The engineer will be expected to visit site as necessary to undertake the work set out in this brief.

Risk assessments

Identify key structural and civil risks and contribute to SDC's risk register

SDC's net-zero carbon target

- The S&C Engineer is to be aware of SDC's net-zero carbon emission targets. The engineer is expected to provide advice and recommendations on sustainability measures to help SDC to meet these targets.

Stage 2 – Concept Design

Duties required

Developing Structural/Civil Designs

- Develop the structural and civil engineering designs based on the architect's proposals. These designs will need to be within the project budget.
- Provide specialised design to the project team including (but not limited to):
 - Foundation design
 - Superstructure design
 - External works, including but not limited to schematic design of retaining walls, ramps, ground floor build up, roads, hard standings etc.
- Identify if further studies are necessary in order to submit structural/civil designs to SDC. If further studies are required then an anticipated programme needs to be provided including expected costs to complete the work. The engineer will be expected to seek competitive quotes to propose to SDC for approval and approval must be obtained before any additional work can commence.
- Identify and highlight any further assessments required necessary for planning submission and determination e.g. flood risk assessments, drainage etc.
- Provide integrated project input with the overall project design and completed within the project cost limit.
- Prepare the calculations, details, reports, design drawings, site plans and mark ups required to provide the planning application documentation and achieve planning approval.
- Allowance should be made for iterations until the project is viable.

Utilities, Diversions and Build-overs

- Review the structural and civil design in relation to utilities on or adjacent to the site and run an assessment of any impact on the structural/civil design using the survey information provided by SDC. This will likely include a desk-top utility study and utility mapping.
- Advise on any additional investigations or assessments required.
- Identify where any likely utility diversions or build-overs may be required, and advise SDC where applications/agreements with utility providers will be required.
- Develop the structural/civil design in response to all utility information available and in coordination with the Project Team.

Flood Risk and Below Ground Drainage

- Provide a flood strategy for the scheme.
- Where required for planning, prepare a brief to enable SDC to tender a Flood Risk Assessment and/or Flood Risk Statement. This will need to include liaison with the local flood authority and environment agency to confirm:

- Acceptable calculations for the drainage discharge rates
- Existing and proposed run off rates
- Long term storage volumes
- Items to be included in drainage plans
- Develop SUDs and underground drainage proposals, and develop underground foul and surface water drainage designs for planning purposes, providing sufficient information to meet the LLFA's requirements.

Geo-environmental desk studies and reports

- Prepare scope and assist with the tender of a geo-environmental consultation for instruction, and co-ordinate a geo-environmental desk study including contamination and geotechnical information. The appointment of geotechnical consultant will be directly with SDC.
- Scope, competitively tender, recommend for instruction and co-ordinate geotechnical site investigations and associated reports. Appointment of a relevant geotechnical consultant will be made directly by SDC. The engineer will need to ensure the successful geotechnical consultant provides value for money and is competent to carry out the task.

The scope includes:

- Full site investigations
- Interpretive Report
- Risk Assessment
- Liaison with main contractor and planning officer if necessary in relation to remediation.

The scope needs to be sufficient to inform the structural design and identify where remediation will be required.

The Geotechnical Consultant will need to be managed and ensure that they provide an interpretative report to SDC within 4 weeks following the investigations. The report should include information on:

- raw data results including but not limited to: draft logs, factual data and spoil classifications
- existing services
- contamination
- gas monitoring
- UXO
- Soakaway Tests
- Geology
- Flood risk
- Outline foundation proposals
- Geotechnical and geo-environmental recommendations for the site
- Recommendations for remediation of contamination at the site
- Where required, scope, competitively tender and recommend for instruction a Remediation Statement to include sufficient information to discharge planning conditions and be used as tender information.

Highways

- Consult with KCC or the relevant highways authority to identify highways issues.
- Develop highways proposals for planning submission purposes. This should include identifying any stopping up required within the planning submission documents.
- Identify any other transport authorities to be consulted and where relevant assist SDC in scoping any associated work for liaising with or submission to relevant authorities.

Stage 2 Structural/Civil Report

- Report on all elements of the structural/civil design developed in Stage 2.
- Review all scope items listed under Stage 2 and the design intent for these items, ensuring information is fully coordinated with the overall project design, working with the architect and wider design team.
- Provide in the report (or as an appendix) relevant design drawings, site plans, mark ups, details, calculations and associated reports.
- Advise on whether any further investigation/assessments are required including recommendations and estimated costs
- Advise SDC and the project team if it's necessary to appoint specialist firms to design and execute sections of the works.
- Information on any key risks, constraints or viability issues and recommendations of actions to mitigate these.

Stage 3 – Developed Concept Design

Duties required

General

- The Structural & Civil Engineer will be responsible for providing design information, advice and tender documentation in relation to the following project elements as required:
 - Foundations
 - Reinforced concrete floor slab
 - Frame
 - Roof structure
 - Stair Structure (design intent & performance specification)
 - Structural aspects of external walls (inclusive of advice on façade treatment in relation to the structure, but exclusive of specialist façade design)
 - Retaining walls
 - Roads, pathways, hardstandings including highway works
 - Drainage
- The above should be captured in the Stage 3 Structures & Civils report, providing sufficient design intent information for tender and future progression into technical design.

- All services are to be performed in such a manner as to comply with your responsibilities as a designer as defined by the CDM regulations.
- All drawings to be in industry standard format fully compatible with other consultants in the design team

Developing and advising on Structural/Civil design

- Advise on all aspects of structural/civil engineering of the proposed design to the end of design stage 3.
- Ensure input is fully coordinated with the overall project design, working with the architect and wider design team.
- Ensure structural/civil design can be completed within the project cost limit, based on advice provided by the cost consultant.
- Prepare the design intent drawings, reports, site plans and mark ups required to inform tender documents, to be included in the Stage 3 Structures and Civils report.
- Allow for iterations of the proposed design until the project is a viable scheme.
- Allow for liaising with Building Control to develop designs in compliance with regulatory and legislative compliance.

Flood Risk and Below Ground Drainage

- Review designs for SuDs techniques
- Provide design intent information for tender documents.
- Provide outline specification work materials & workmanship for the tender documents.
- Provide typical below ground drainage details to inform design to tender documents.
- Validate information regarding existing drainage capacity to accept proposed scheme.

Utilities, diversions and build-overs

- Provide design intent information for tender documents for structure/civils design that relate to utilities, including for any diversions and build-overs.
- Scope, tender and recommend for instruction any additional documentation required for submission to Utility Providers for agreements/approvals in relation to diversions and build-overs.

Geotechnical investigations and reports

- Coordinate geotechnical information with Stage 3 design to inform tender documentation, including for remediation costs.
- Where relevant, ensure any remediation statement provided by geotechnical consultant is sufficient for the discharge of contamination related conditions within the planning permission and for tender to inform remediation costings.
- Where relevant, liaise with SDC and the project team to fully understand the expectations of the planning department in order to discharge any relevant conditions.

Structure

- Advise on structural/civil design to inform the architect's stage 3 scheme drawings and provide professional advice to the project team on superstructure design.

- Conduct structural workshops with the architect to review the proposed designs and where relevant with any frame or structural system suppliers.
- Advise on structural/civil design to inform the architect's stage 3 scheme drawings and provide professional advice to the project team on foundation design.
- Advise on structural/civil engineering aspects associated with the external works of the proposed stage 3 design.
- Provide outline design intent information for the tender documents, including any assumptions made to inform the design.

Highways

- Review previous stage designs in relation to highways requirements
- Coordinate highways information with Stage 3 design to inform tender documentation, including the preparation of design intent drawings, reports, site plans and mark-ups. This may include, but not be limited to: identifying standards for adopted and unadopted highways, and the design intent for highways elements such as drainage; easements; lighting design.
- Where relevant ensure plans and reports produced by highways engineer/consultant are sufficient for sectional agreement with the highways authority and appropriate for use to support tender documentation.

Stage 3 structural/civil report

The Stage 3 structural/civil report to SDC should include:

- Report on the structural/civil design and all items within this scope in a manner that provides the employer's requirements with robust structural/civils strategies and suitable to inform a design & build tender.
- Ensure all structure/civil design information within the report is fully coordinated with the overall project design at Stage 3, working with the architect and wider team.
- Provide in the report (or as an appendix) relevant design drawings, site plans, mark ups, details, calculations and associated reports.
- Advise on whether any investigation/assessments will be required to inform full technical design.
- Information on any key risks, constraints or viability issues and recommendations of actions to mitigate these.

4. PROGRAMME

Milestone	Date
Dispatch of Requests for Quotations	Monday 13 th December
Submission of Quotations	9am 10 th January 2021
Interview with shortlisted consultants	w/c 10 th January 2021
Award	14 th January 2021
Submission of planning application	May 2022
Start on site	January 2023
Handover and completion	Summer 2024

5. EVALUATION CRITERIA

Written quotations will be evaluated on a 40:60% quality/price basis. The response to the brief to determine quality will be assessed against the quality criteria proposed below. A scoring matrix between 0 and 5 will be used to assess the submitted brief. The scoring matrix is stated below. This will be weighted accordingly as stated below.

0	Completely fails to meet required standard or does not provide a proposal
1	Significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals
2	Proposal falls short of achieving expected standard in a number of identifiable respects
3	Proposal meets the required standard in most material respects, but is lacking or inconsistent in others
4	Proposal meets the required standard in all material respects
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

Quality Criteria (60%)	Weighting %
1. Previous relevant experience and case studies	30
2. Understanding of the client's brief	20
3. Approach and method	20
4. Staff employed (abridged CVs to be included as well as any sub-consultants to be used)	15
5. Deployment of resources (RACI matrix and envisaged timeline to be provided)	5
6. Innovation and flair and quality assurance	10
TOTAL	100%

Pricing evaluation

- The evaluation process will be made on a parity of tenders. The tenders must be fully fixed with no provisional items or excluded items.
- Bid prices will be scored on a comparative basis with the bid providing the greatest return to the Council receiving 100% of the available marks (60% following weighting). All other bids will be compared against that bid.

- In the event of an equality of marks between tenderers, following any clarifications which may have been sought, the Authority reserves its right at its absolute discretion to determine the party to whom the contract should be awarded based upon the views of the pane

6. SUBMISSION OF WRITTEN QUOTATIONS

Consultants are requested to submit their fixed-fee quotations responding to the evaluation criteria listed above, together with an outline of price as per the outline in the attached Appendix A. Written fixed fee quotations should not exceed 20 pages (inclusive of price outline and CVs).

Written submissions should be submitted in pdf format to Jessica at Jessica.Bolsin@sevenoaks.gov.uk by **9am on 10th January 2022**.

The Council reserves the right not to accept quotations received after the closing date, and also reserves the right not to make an award. The submission of quotations will be at the consultant's risk and expenditure associated in preparing quotations will not be reimbursed by the Council.

Please contact Jessica Bolsin with any queries regarding the tender submission.

7. FORM OF CONTRACT

Attached at Appendix B is a copy of SDC's General Conditions of Contract. These are standard terms and each consultant will be expected to sign up to these terms, subject to minor amendments only.

Consultants will be expected to hold £5m Public Liability, £5m Employer Liability and £2m Professional Indemnity insurances where applicable.

8. APPENDICES

Appendix A: Price outline submission

Appendix B: Scheme plans and layouts

Appendix C: SDC General Conditions of Contract

Appendix A – Price Outline Submission

Consultants are requested to complete the following table outlining their proposed fixed fee.

Table A1 – Elemental Cost Outline

Element	Units/Days	Cost
<i>i.e. design, surveying, needs assessment, draft HoTs, vision, disbursements, travel, printing, etc.</i>		
<i>Expand as required</i>		
Total (excl. VAT)		

Table A2 – Resource Allocation

Staff/Sub-consultant	Rate per day	Days	Cost
<i>Name & designation (i.e. Senior, Principal, Director)</i>			
<i>Expand as required</i>			
Total (excl. VAT)			

Appendix B – Plans and Layouts

Site photos

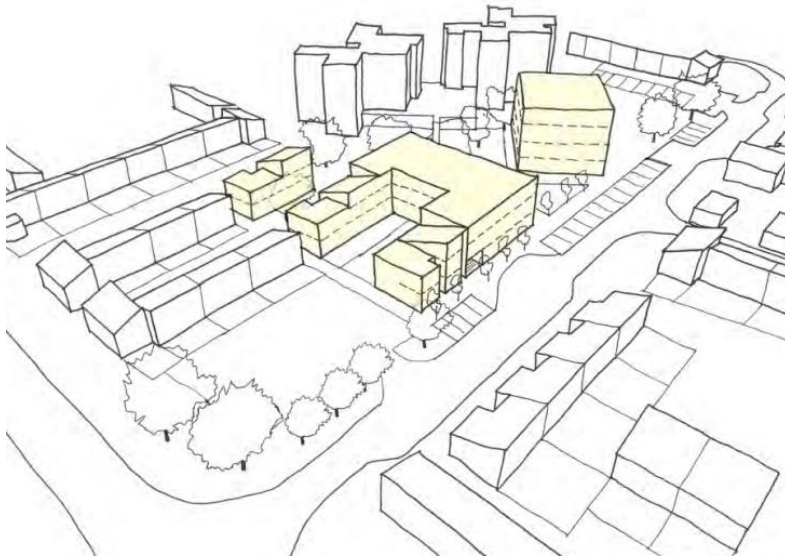


Site area

The proposed scheme includes areas A and B



Indicative massing



Indicative layout



Appendix C – SDC General Conditions of Contract (Consultants)(2021)

This Agreement is made the day of 20xx

BETWEEN **THE DISTRICT COUNCIL OF SEVENOAKS** (“the Council”) of Council Offices Argyle Road
Sevenoaks Kent TN13 1HG of the one part and

[Xxx] of [xxx] (“the Consultant”) of the other part

1. Definitions

1.1. The terms defined shall have the following meaning: -

Commencement Date means the date of this Agreement.

Conditions means the terms the Council conditions which shall include the Contract Documents and all associated documentation set out herein as but subject to the Consultants Conditions incorporated herein.

Confidential Information means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, policy formation, affairs and finances of the Council for the time being confidential to the Client and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Contract Documents shall be deemed to form and be read and construed as the documents listed herein and shall form part of this Agreement and which may be identified individually within this Agreement: -

- i. these conditions of contract
- ii. Tender Submission
- iii. **Day Rate**
- iv. The Specification
- v. **[INSERT OTHER DOCUMENTS].**

Consultants Conditions	shall mean the Consultant's standard terms of business incorporated within the Consultant's Tender Submission (if any)
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Day Rate	means the rates as set out on [INSERT PAGE] of the Tender Submission.
Engagement	means the engagement of the Consultant by the Client on the terms of this agreement.
Report	means the report to be produced for the Council in accordance with the Specification.
Results	means full details of all information which results from or relates to the works or Service including ideas and developments conceived by the Consultant during the Term of this Agreement.
Services	means the [BRIEF TITLE OF THE SERVICES TO BE PROVIDED] being as defined in the Specification and Tender Submission forming part of the Contract Documents, including the Report.
Specification	Means the briefing document as attached at Schedule One.
Supervising Officer	means the [INSERT NAME OF RESPONSIBLE OFFICER]
Tender Submission	means the documents submitted by the Consultant as attached at Schedule Two.

Tender Sum	means the sums and rates as set out in the Tender Submission together with any additional work that may be agreed in writing by the Council calculated by reference to the Day Rate.
Term	mean the period during which this agreement remains in full force and effect as set out in the Contract Documents or continued under the provisions herein contained.
Termination Date	means the date of termination of this agreement, howsoever arising.

- 1.2. In the event of conflict between the Council's Conditions and the Consultant's Conditions the former shall prevail.
- 1.3. It is hereby agreed and declared that all the provisions of the Invitation to Tender and Specification have been read and construed as one with this Agreement and shall be as binding upon the Supplier and upon the Council as if the same had been repeated herein.
- 1.4. Conditions heading and notes are for ease of reference only and shall not affect construction of the Contract.
- 1.5. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. Words importing the masculine gender include the feminine gender words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- 1.7. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. Appointment

- 2.1. The Council hereby appoints the Consultant to carry out the Services in conformity with the Contract Documents and to provide the Report required in the Specification and in consideration of this covenant the Council agrees to pay the Consultant the Tender Sum together with any additional work that the

Council may agree in writing with the Consultant in accordance and as determined by the Day Rate.

3. Fees and Prompt Payment

- 3.1. The appropriate proportion of the Tender Sum shall be paid in the following staged payments:

3.1.1. Payment Schedule TBC on appointment – but all payments will be made on completion of agreed milestones

Payment will be made upon the presentation of an invoice for that part of the service already completed and the Council shall pay the sum on confirmation of the performance of the Service within 14 days of receipt of the invoice.

- 3.2. The Consultants acknowledge that the Council may reject an invoice that does not detail the work carried out so that the same can be certified by the Council's audit section or if the work shall be of insufficient quality to satisfy the Council Tender requirements.
- 3.3. The Council's supervising officer shall issue any instructions or variations under this contract and such instructions shall be in writing.
- 3.4. Where the Council fails to comply with this clause and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes after a reasonable time has passed.
- 3.5. Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 3.5.1. provisions requiring the Consultant to provide prompt payment as per clauses 3.1 and 3.4 of this Agreement; and
 - 3.5.2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as this sub-clause

and in this sub-clause "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4. Consultants obligations

- 4.1. The Consultant will be responsible for coordinating all works associated with the Service which shall include but is not limited to the following: -
- 4.1.1. Identifying each task as and when required and carrying out the same in accordance with the Conditions and the Specification such works and Service to be completed within the Term.
 - 4.1.2. Carrying out preliminary meetings with Council's representatives in order to fully understand the Council's requirements.
 - 4.1.3. Agreeing the use of any sub-contractor or other representative to be utilised in performance of the Service by the Consultant with the Council before the engagement of the contractor or representative.
 - 4.1.4. Agreeing any specific requirements identified by the Consultant with the Council prior to commencement of the Service and notifying the Council of any relevant information that could lead to a provision of work that is additional to the Service and would be paid for in accordance with the Day Rate forming part of the tender documents.
 - 4.1.5. The Consultant will coordinate manage and supervise the Service in accordance with the Specification and as instructed at the preliminary meetings with the Council and secure all necessary resources for effectively bringing about the completion of the Service in accordance with the requirements of and the stated aims in the Specification.
 - 4.1.6. The Consultant shall ensure that that the total cost of the Service (other than as provided for in clause 4.1.4) including the costs of travelling employees agreed subcontractors and any associated equipment is included in their Tender Sum which shall from completion of this Agreement become the contract sum payable hereunder.
 - 4.1.7. The Consultant shall exercise the skill and care described in clause 5 to see that the service that they provide will be of sufficient quality and professionalism to meet the Council's requirements and to produce the Report and Results that will meet the needs of the Council.

5. Warranty

- 5.1. The Consultant warrants to the Council that the Consultant will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a professional company acting in the capacity of consultant within the scope of the appointment and will comply in all respects with the

terms of the appointment and the Council will be deemed to have relied and to rely upon the exercise of the Consultants skill and care.

6. Confidential information

- 6.1. The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 6.
- 6.2. The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
 - 6.2.1. any use or disclosure authorised by the Council or required by law; or
 - 6.2.2. any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 6.3. At any stage during the Engagement, the Consultant will promptly on request return all and any Council property in their possession to the Council.

7. Value Added Tax

- 7.1. All sums payable under this agreement shall be exclusive of VAT unless otherwise stated.

8. Duration

- 8.1. This Agreement and the obligations thereunder shall subsist until such time as such obligations are discharged by the parties hereto.

9. Limitation of Liability

- 9.1. It is hereby agreed by the parties hereto that the liability of the Consultant shall be limited to the sums expended by the Council under this Agreement together with any additional costs that the Council may incur in requiring the Service to be carried out by another party upon the Consultants default under this Agreement.
- 9.2. The limitation outlined in clause 9.1 above shall not extend to any cost claims damages or expenses arising out of any tortuous act or omission any breach of contract or statutory duty.

10. Termination

10.1. In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events: -

10.1.1. the Consultant commits any material breach of their obligations hereunder and does not remedy such breach within 21 days of a written notice by the council to do so.

10.1.2. the Consultant becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.

10.2. If the Consultant fails to act in a diligent manner in acquiring the information necessary to carry out the Service or fails to produce Results of sufficient quality to meet the requirements of the Specification in the time scale contained or referred to in the Specification or subsequently agreed with the Council's representative then the Council shall give the Consultant 21 days written notice in which to rectify the default that has occurred. In the event that the rectification is inadequate or incomplete in anyway the Council will give 7 days written notice to terminate this agreement without prejudice to its rights and remedies in relation to that breach.

10.3. Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.

11. Liability for Damage to Persons and Property

11.1. The Consultant shall be responsible for any damage to property or injury to persons animals or things whether the property of the Council or otherwise caused by the Consultant employees sub-contractors agents or representatives in carrying out the Service and shall indemnify the Council against any claims or proceedings in respect thereof and also against any claims or proceedings made at Common Law or under any Act of Parliament by any third parties or persons in the employ of the Consultant or other representative or sub-contractor or by any person claiming through such person.

12. Indemnity

- 12.1. The Consultant shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Consultant, or any other loss which is caused directly or indirectly by any act or omission of the Consultant. This Condition shall not apply to the extent that the Consultant is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-contractors, or by any circumstances within its or their control.

13. Insurance

- 13.1. Throughout the period of this Agreement the Consultant shall maintain policies of insurance with a reputable insurance company in respect of professional indemnity cover, public liability cover and employer liability cover, such cover to be not less than £2 million, £5 million, and £5 million respectively or such other amounts as the Council may from time to time reasonably require and the Consultant shall as and when reasonably required by the Council produce for inspection documentary evidence that such insurances are being properly maintained and that payments have been made in respect of the last preceding premiums due thereunder.

14. Advertising

- 14.1. The Consultant shall not advertise or publicise that it is employed by the Council without prior written agreement of the Supervising Officer, which shall not be unreasonably withheld.
- 14.2. The Consultant shall comply fully with the Council's policy and codes and any code of practice that may from time to time be in force in respect of publicity in order to maintain effective communication to the media and the public.

15. Copyright

- 15.1. It is acknowledged and confirmed by the Consultant that any copyright including but not limited to literary artistic typographical and publishing arrangements is vested in the Council for the report that the service produces and that the Council will be free to use the information acquired in such manner as they consider appropriate.

16. Anti-Corruption

16.1. The Council shall be entitled to cancel this Agreement and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Supplier or any other contract with the Council, for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or in relation to any Agreement with the Council the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

16.2. The Supplier shall:

16.2.1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

16.2.2. comply with the Councils' Anti-Corruption and Bribery Policy;

16.2.3. Promptly report to the Council any request or demand which if complied with would amount to a breach of either this Agreement or the Councils' Anti-Corruption and Bribery Policy;

16.2.4. Ensure that any person associated with it who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.

16.3. Breach of this clause shall be deemed a material breach of this Agreement entitling the Council to terminate it immediately.

17. Diversity

17.1. Throughout the duration of this Agreement the Supplier shall, and in addition shall ensure that any sub-contractors (that the Council has agreed in writing

to) shall: discharge their obligations under this Agreement and perform the Services in accordance with their responsibilities under the Equality Act 2010 Codes of Practice issues by the Equalities and Human Rights Commission.

- 17.2. The Supplier shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Supplier's policy shall be made available on request by the Council.
- 17.3. If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Supplier the Supplier shall take all necessary steps to prevent recurrence of such unlawful discrimination.
- 17.4. The Supplier will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.
- 17.5. The Supplier's equal opportunities policy shall be set out in any instructions circulated to those members of the Supplier's employees concerned with recruitment training and promotion in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature. The Supplier may be required to provide the Council with copies of such instructions documents advertisements and other literature and to notify the Council of any changes to the policy.

18. Freedom of Information

- 18.1. The Supplier acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Supplier's expense) to enable the Council to comply with these information disclosure requirements.
- 18.2. The Supplier shall and shall ensure that any agreed sub-contractors shall: -
 - 18.2.1. Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Client requesting that information; and
 - 18.2.2. Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.

18.3. The Council shall be responsible for determining at its absolute discretion whether:-

18.3.1. The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;

18.3.2. The information is to be disclosed in response to a request for information, and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Council.

18.4. The Supplier acknowledges that the Council may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-

18.4.1. without consulting with the Supplier; or

18.4.2. following consultation with the Supplier and having taken its views into account.

18.5. The Supplier shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.

19. Data Protection

19.1. Both Parties to this Agreement shall ensure at all times that they comply with all relevant requirements under the Data Protection Legislation. They acknowledge that each Party is a Data Controller in its own right and that nothing under this Agreement transfers personal information and nothing under this Agreement confers any right to process personal information on behalf of another Party.

19.2. The Service Provider warrants that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the Agreement and any information it may receive or acquire in connection with the Agreement and ensure that the Council shall not be in breach of the Data

Protection Requirements as a result of any act or omission of the Service Provider.

- 19.3. The Service Provider shall not store, copy, disclose, or use Personal Information under this Agreement for which the Council is the Data Controller except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council.
- 19.4. The Service Provider shall indemnify and keep the Council indemnified in full from and against all claims, proceedings, actions, damages, loss, penalties, fines, levies, costs and expenses and all loss of profits, business revenue or goodwill (whether direct or indirect) and all consequential or indirect loss howsoever arising out of, in respect of or in connection with, any breach by the Contractor or any of its staff of this clause.

20. Force Majeure

- 20.1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delay in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an event of Force Majeure).

21. Notices

- 21.1. Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post to the address of the other party set out in this Agreement (or such other address or by such other method as may have been notified) and any such notice or other document shall be deemed to have been served (if sent by post) upon the expiration of 48 hours after posting.

22. No Assigning or Sub-Contracting

- 22.1. The Consultant shall be prohibited from transferring or assigning, directly or indirectly, to any person or persons whatsoever any portion of this Agreement without the prior written consent of Council Sub-letting, other than that which may be agreed in accordance with clause 5.3 herein.

23. Counterparts

- 23.1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24. Third Party Rights

- 24.1. Without prejudice to any other right which any third party may have, nothing in this Contract shall confer on any third party any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

25. Jurisdiction

- 25.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales

Schedule 1 Services

[BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED]

Schedule 2 Tender Submission

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) as deed the day and year first above written.

THE COMMON SEAL of

The **District Council of**

Sevenoaks was hereunto

affixed in the presence of:

Authorised Signatory

Authorised Signatory

Signed as a Deed by

[CONSULTANTS] acting by and

Under the signatures of:-

Signature of Director:

Name of Director:

Signature of Director / Company Secretary:

Name of Director / Company Secretary:

Role (please delete as appropriate): Director / Company Secretary