



**Farmstead Drive
Mechanical, Electrical and Plumbing Engineer - Scope of Services
RIBA Stages 2 and 3**

Revised - 16th December 2021

Request for Quotations

Prepared by
Property and Commercial Services
Sevenoaks District Council

December 2021



1. INTRODUCTION

Sevenoaks District Council is seeking to appoint a Mechanical, Electrical and Plumbing (MEP) Engineer to bring forward a new high quality development on the Spitals Cross Estate, Edenbridge. The MEP 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 MEP 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 MEP Engineer will be expected to attend all design team meetings and make an allowance for other meetings as considered appropriate.

The MEP 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, Electrical and Plumbing Engineer (this commission)
- Structural and Civil Engineer
- Planning consultant

The MEP 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

- Mechanical Engineering – including but not limited to: heating, ventilation, plant and machinery.
- Electrical Engineering – including but not limited to: power supply, distribution, lighting, telecommunications, PV and solar, security and access control, detection and alarm systems.
- Plumbing – including but not limited to: waste removal, heating and cooling, water supply, water treatment systems, above ground drainage, gas supply.

- Transport systems – including lifts and hoists if required.
- Sustainability & Energy – included but not limited to: SAP analysis, compliance targets/requirements for energy and water consumption, sustainable construction methods, adaptation to the impact of climate change, sustainability appraisals and key performance indicators.
- Above and Below ground Service information – assist SDC with scope and competitive tender including but not limited to underground survey information, cables, overhead power lines.
- All services are to be performed in such a manner as to comply with 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.

Client approval

- Obtain SDC's approval to proceed to Stage 3.
- If SDC indicates a change to the agreed design brief during this stage advise SDC on the cost and programme implications and obtain SDC's instruction for any changes.

Working with the Project Team

- Make regular contact with architects and other consultants on the Project Team.
- Ensure all services listed hereunder are coordinated together with all disciplines.
- Attend project team meetings when required

Identifying Risk

- Undertake risk assessments of proposed designs.
- Identify key Building Services and Sustainability and Energy risks and contribute to SDC's risk register.

Existing Above and Underground Services

- Identify if any further studies are necessary in order to establish the location and size of any existing underground services to SDC. If further studies are required then provide an anticipated programme and costs to complete this work. Obtain SDC's approval for any additional work with specialist firms and obtain competitive quotes.
- Advise SDC of any existing services which may affect the deliverability of the development and provide advice on the remedial action to be taken.
- Liaise with the relevant statutory service provider or authority to establish the possible options for developing alongside existing services and establish costs and time implications of doing so.

Developing and advising on Building Services design

- Advise on all aspects of building services of the proposed design relevant to each stage and provide professional advice to the project team on:
 - Proposed ventilation strategy

- Technical suitability and availability of plant and equipment necessary for the works
 - Sizing incoming services
 - Space requirements for plant equipment, risers and lateral routes
- Consult as necessary with any local or other authority on matters relating to the proposed building services aspects of the proposed design.
- Ensure input is integrated with the overall project design and can be completed within the project cost limit.
- Prepare the calculations, details, reports, design intent, site plans and mark ups required to achieve planning submission and approval.
- Allow for iterations of the proposed design until the project is a viable scheme. Iterations do not include changes from value Engineering
- Update and maintain utilities tracker document.

Developing and advising on Sustainability and Energy targets

- Advise on all aspects of Sustainability and Energy of the proposed design relevant to each stage and provide professional advice to the project team on:
 - Minimising energy demand through design and incorporating passive measures
 - Reduction of energy consumption through use of low carbon technology
 - Use of renewable energy systems
 - Reviewing building fabric energy efficient parameters (U Values, air tightness etc.) to reduce energy demand and carbon emissions.
- The proposed scheme will need to aim to achieve zero carbon. Work with and advise the project team to achieve this target.

Completing Energy Statement if requirement by Planning

- Demonstrate how scheme is helping SDC to meeting its zero carbon targets
- Complete an Energy Statement to be included in the Planning application. This should identify how zero carbon will be achieved on site. If this cannot be demonstrated provide information on what the agreed shortfall will be, what the mitigation measures are and how the agreed level will be achieved on site.
- Include calculation of the energy demand and CO2 emissions from any other part of the development. This includes plant or equipment that is not covered by the Building Regulations at each stage of the energy hierarchy.
- Include proposals to reduce CO2 emissions through the energy efficient design of the site, buildings and services.
- Include proposals to further reduce CO2 emissions through the use of decentralised energy where feasible, such as district heating and cooling and combined heat and power.
- Include proposals to further reduce CO2 emissions through the use of on-site renewable technologies.
- Allow for iterations of the proposed design until the project is a viable scheme. Iterations do not include changes from value Engineering

SAP Analysis

- Complete SAP calculations and analysis for the proposed design and according to the proposed ventilation strategy.

Fire Engineering Strategy

- Assist SDC with scope and competitive tender, if required, for Fire Engineer to provide the project team with advice on fire Engineering and create a fire strategy for the scheme.

Cost Review

- Participate in scheme cost reviews.
- Inform the cost consultant of any building services considerations relevant to life cycle costs and/or value for money.
- Seek quotations for building services where necessary to inform cost reviews
- Make recommendations to the project team on keeping building services design and installation within the project cost limits and programmed time.

SDC's net-zero carbon target:

- To be aware of SDC's net-zero carbon emission targets, and to provide advice and recommendations on sustainability measures to help SDC to meet these targets.

4. STAGE TWO

Stage requirements

- Develop approved concept design to provide sufficient confidence on the deliverability and accuracy of the footprint, height, extent, internal and external appearance of the development.
- This level of detail may include, but not be limited to; coordination of key parts of the building services which would have an impact on the external envelope and internal layout.
- Facilitate submission of a validated planning application and its support through to determination.

Building Services report

- This is to include:
 - Details of the site's present condition and existing services (including the existing buildings on site to be demolished) based on the visual inspection survey and site specific survey information.
 - Advice on whether any further investigation/assessments are required including recommendations and estimated costs.
 - Advice 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.
 - A utilities tracker document.
 - A review of existing information and outline recommendations for:

- i. Mechanical Engineering – including but not limited to: heating, ventilation, plant and machinery.
- ii. Electrical Engineering – including but not limited to: power supply, distribution, lighting, telecommunications, PV and solar, security and access control, detection and alarm systems.
- iii. Plumbing – including but not limited to: waste removal, heating and cooling, water supply, water treatment systems, rainwater drainage, gas supply

5. STAGE THREE

Stage requirements

- Ensure the quality of the architectural design and internal finishes are captured within the employer's requirements.
- Ensure the proposals are deliverable and employer's requirements include robust building services strategies.
- 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.

Developing and advising on Building Services design

- Advise on all aspects of Building Services Engineering in the proposed design to the end of design stage 3 and provide professional advice to the project team on:
 - Proposed energy strategy
 - Performance specification
 - Technical suitability and availability of plant and equipment necessary for the works
 - Sizing incoming services
 - Load calculations
 - Space requirements for plant equipment, risers and lateral routes
- Review information conditioned within the planning process and decision notice and advise project team on building services strategies to comply with planning.
- Prepare the design intent drawings, reports, site plans and mark ups required to inform tender documents.
- Allow for iterations of the proposed design until the project is a viable scheme. Iterations do not include changes from value Engineering.
- Allow for liaising with Building Control to develop designs in compliance with regulatory and legislative compliance.
- Ensure the meters are sourced from the electricity and gas suppliers SDC propose to use

Tender input

- Produce the following documents for SDC's tender pack:
 - Energy Strategy
 - SAP calculations
 - Performance specification including schematics
 - Sketches to be incorporation is the architect's general arrangements
 - Load calculations

- A tracker document
- Utility quotations
- Manufacturer and equipment schedules
- Respond to bidding contractor's queries
- Attend any tender meetings if required
- Update documents for inclusion in the contract documents

6. PROGRAMME

Milestone	Date
Dispatch of Requests for Quotations	Monday 13 th December
Submission of Quotations	9am 20 th January 2022
Interview with shortlisted consultants	w/c 24 th January 2022
Award	w/c 31 st January 2022
Submission of planning application	May 2022
Start on site	January 2023
Handover and completion	Summer 2024

7. 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 (min of 3) <i>Please describe your experience in carrying out similar services as those required by this project, from conception through to completion. This is to include, but not limited to:</i> <ul style="list-style-type: none"> - Working within a tight budget - Delivering mixed tenure homes - Delivering schemes with a similar mix of uses 	30

<p>2. Understanding of the client's brief</p> <p><i>Please demonstrate that you have a good understanding of the requirements set out in SDC's brief and of the key opportunities and challenges associated with delivering the project, including but not limited to:</i></p> <ul style="list-style-type: none"> - <i>Budget constraints</i> - <i>Site restrictions and limitations</i> - <i>Re-provision of community facilities</i> - <i>Zero-carbon targets</i> - <i>Innovative design solutions</i> 	20
<p>3. Approach and method</p> <p><i>Please describe how you will deliver the scope of works as described in this brief, what your approach will be and how you will ensure you'll meet the deliverables to the required high standard. This should include:</i></p> <ul style="list-style-type: none"> - <i>An outline of the critical steps you will take to ensure successful project delivery</i> - <i>How you will mitigate any key risks and challenges</i> - <i>Project management and ensuring the key outputs and deliverables will be met within the required timescales</i> 	20
<p>4. Staff employed (abridged CVs to be included as well as any sub-consultants to be used)</p> <p><i>Please outline your project team, their role in the project and their relevant experience</i></p>	15
<p>5. Deployment of resources (RACI matrix and envisaged timeline to be provided)</p> <p><i>Please provide a breakdown of your team's involvement in the project, the team structure and the time individual team members will be spending on the project</i></p>	5
<p>6. Innovation and flair and quality assurance</p> <p><i>Please indicate how you will ensure that this project will be delivered to the highest quality standards, and anything innovative that you can bring to the project</i></p>	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

8. 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 20th 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.

1. 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.

2. APPENDICES

Appendix A: Price outline submission

Appendix B: Scheme plans and layouts

Appendix C: SDC General Conditions of Contract

Appendix 1: Stage 1 Report

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

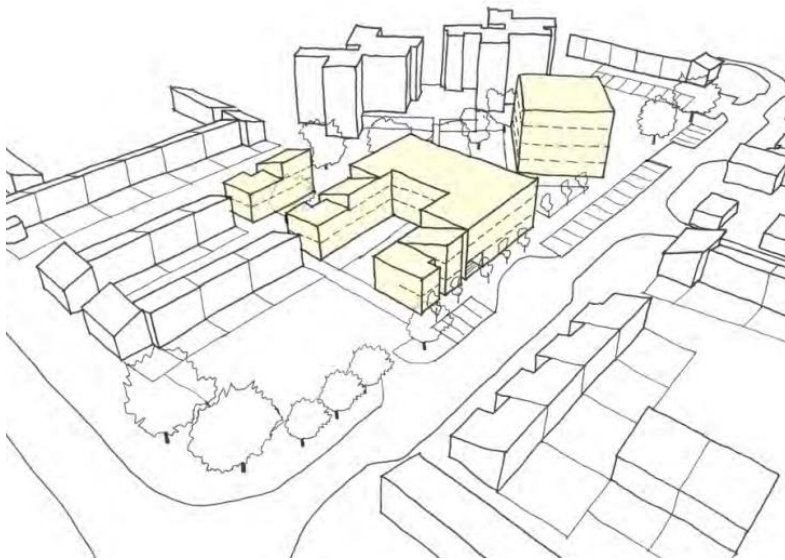


Site area

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