

CONTRACT

Between

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH

and

[SERVICE PROVIDER]

DRAFT

THE CONTRACT

The Contract shall comprise the following:

A. The Conditions of Contract comprising:

- 1 Appointment
- 2 Definitions and Interpretations
- 3 Contract Term
- 4 The Service Provider's Obligations
- 5 The Service Provider's Representative
- 6 The Council's Obligations
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B. Schedules to the Contract comprising:

Schedule 1	Service Specification
Schedule 2	Contact details
Schedule 3	Pricing Document and Payment Terms
Schedule 4	Method Statement

DRAFT

CONTRACT FOR PROVISION OF SOFTWARE SERVICES

THIS CONTRACT is made the 29th day of November 2019

BETWEEN

- (1) [SERVICE PROVIDER NAME] whose address for service within the jurisdiction of the courts of (England and Wales) is xx ('the Service Provider')

AND

- (2) The Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW ('the Council')

(each a 'Party' and together 'the Parties')

1 Appointment

- 1.1 The Council wishes to commission the Service Provider undertake a Residents' Survey of the borough for 2019/20, with the possibility of extending this contract for future surveys, in accordance with the Conditions of Contract, the Service Specification, Schedules and any appendices herewith.

(CONDITIONS OF CONTRACT)

2 Definitions & Interpretations

2.1 Definitions

Authorised Officer means	Hannah Jameson, whose contact details are listed in Schedule 3, or any person whose name has been notified in writing by or on behalf of the Council to the Service Provider in accordance with Clause 7
Commencement Date	shall be the date the date stated in Clause 3.1 or, if none is stated, the date on which the Service Provider first delivers the Services to the Council
Contract	means the Contract entered into by the Council and the Service Provider embodied in the Conditions of Contract and the Contract Documents
Contract Documents	mean the Terms and Conditions of Contract, the tender or invitation for proposal documents, any submissions made by the Service Provider, together with the Schedules and any appendices

Contract Standard	means such standards as complies in each and every respect with all relevant provisions of the Contract Documents
Council	means the Council of the Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW
Data Protection Legislation	means (i) the General Data Protection Regulation ('GDPR'), (ii) the Law Enforcement Directive and any applicable domestic implementing legislation as amended from time to time, (iii) the Data Protection Act 2018 ("DPA") (iv) all applicable laws about the processing of personal data and privacy
Employees	means directly employed staff and agency and locum staff and any agents of the Service Provider
Force majeure	means: <ul style="list-style-type: none"> • acts of war • acts of God • decrees of Government • riots • civil commotion; and • any event or circumstance beyond the control of, or unpreventable by, the affected Party other than any labour dispute between the Service Provider and his Employees or the failure to provide the Services by any of the Service Provider's sub-contractors
Instruction	means a written order to provide the Services or any part thereof as described therein
Pricing Document	means the rates and prices submitted by the Service Provider for the provision of the Services as set out in Schedule 4
Schedules	mean the Schedules and appendices attached to these Conditions
Services	means the services required to provide the outcomes set out in the Specification at Schedule 1 and which are to be delivered by the Service Provider

Service Provider	has the same meaning as means [name] and its Employees, agents and sub-contractors
Service Provider's Representative	means the person who is to represent the Service Provider appointed pursuant to Clause 5.1, whose contact details are listed in Schedule 3
Social Value	means measures that help to improve the economic, social and environmental well-being of the area in which the Services are delivered
Term	means the period the Services shall be provided by the Service Provider from the Commencement of the Services to the completion of all work required under the Contract.
Variation	has the meaning ascribed to it in Clause 22

2.1 Interpretation

- a. Words in the singular include the plural and vice versa;
- b. Words in the masculine include words in the feminine and vice versa
- c. Words importing individuals shall be treated as importing corporations and vice versa;
- d. Headings are for ease of reference only and shall not affect the construction of the Contract; and
- e. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument;
- f. The word 'including' shall be understood as meaning 'including without limitation'.

3 Contract Term

- 3.1 The Contract Term ('Term') is the period from 29 November 2019 to 19 February 2021 unless either terminated in accordance with this Clause 3 or Clause 16 (Termination) of this Contract or extended by agreement.
- 3.2 The Council may terminate this Contract where any of the grounds listed in Regulation 73(1) of the Public Contracts Regulations 2015, in the reasonable belief of the Authorised Officer, apply to this Contract. In such circumstances the Council may give reasonable notice of termination, and the Parties agree and acknowledge that 30 days' notice in writing will constitute reasonable notice.
- 3.3 This Contract does not constitute an exclusive agreement between the Parties and the Council shall be entitled to employ other persons to provide similar services to the Services.

4 The Service Provider's Obligations

- 4.1 During the Term the Service Provider shall devote such of his time attention and abilities to the provision of the Services as required by this Contract.
- 4.2 The Service Provider shall comply with the reasonable direction of the Authorised Officer and use his best endeavours to provide the Services.
- 4.3 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work, etc. Act. 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Service Provider of a copy of its risk assessment under these Regulations when requested by the Council), and of other Acts, Regulations, Orders or rules of law pertaining to health and safety. The Service Provider shall also ensure the health and safety of members of the public, the Council's employees, agents and contractors.
- 4.4 Except for any intellectual property which the Specification specifies will vest in the Council, the Service Provider shall own the copyright in all intellectual property that arises or is obtained by or developed by the Service Provider in respect of, or in the course of, or in connection with, the Services ("the Intellectual Property Right Work"). The Service Provider hereby grants to the Council a royalty-free licence in perpetuity to use and reproduce the Intellectual Property Right Work for all purposes relating to the Services. The Council shall also be entitled to grant sub-licences to others. If requested by the Council the Service Provider shall deliver to the Council all documents produced under the Contract. The Service Provider shall be entitled to retain a copy of all the documents as required by its insurers. The Service Provider shall indemnify the Council against all costs and damages associated with infringements of intellectual property rights in relation to the Services provided by the Service Provider.
- 4.5 The Service Provider shall, at all times during the Term, assign to the Services the sufficient, qualified and experienced Employees and agents to ensure that the Services are provided in accordance with the Contract Standard.
- 4.6 The Service Provider shall include in any sub-contract which it awards in connection with the Services an obligation to pay the sub-contractor in the manner prescribed by Regulation 113(2)(c) of the Public Contracts Regulations 2015.
- 4.7 The Service Provider shall as may be necessary or desirable co-operate, liaise with and co-ordinate its activities with those of any other Service Provider or sub-contractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other service provided by or on behalf of or to the Council.
- 4.8 The Service Provider shall at its own expense assist and co-operate with the Council and its partners in any general audit made under the Local Government Act 1999 and the Local Government and Public Involvement in Health Act 2007.

- 4.9 The Service Provider, upon the formation of the Contract and at all times throughout the Contract Term, warrants and represents to and undertakes with the Council in the terms set out in its proposal.

5 The Service Provider's Representative

- 5.1 The Service Provider shall appoint a senior person as a representative empowered to act on behalf of the Service Provider for all purposes connected with the Contract. Such appointment or any further appointment shall be subject to the approval of the Council.

- 5.2 The Service Provider shall ensure that the Service Provider's Representative, or a competent deputy authorised by the Service Provider, is present at all work-places of the Service Provider, where work in connection with the Services is being carried out, and available to meet the Authorised Officer or representatives at all reasonable times.

6 The Council's Obligations

- 6.1 In consideration of the services rendered by the Service Provider under this Contract the Council shall pay the Service Provider in accordance with the provisions of Schedule 4.

- 6.2 It is a condition of this Contract that the Council shall pay all properly presented valid invoices within 30 days.

- 6.3 The Council shall provide clear and accurate instructions to the Service Provider and shall take all reasonable measures to assist the Service Provider to provide the Services to the Contract Standard.

7 The Council's Authorised Officer

- 7.1 The Authorised Officer shall be the person defined in this Contract and named in Schedule 3 or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract.

- 7.2 The Authorised Officer shall have power to issue Instructions to the Service Provider on any matter relating to the provision of the Services, and the Service Provider shall comply therewith.

8 Best Value and Risk Management

- 8.1 The Service Provider acknowledges that the Council is under a Best Value duty (Local Government Act 1999) to make arrangements for continuous improvement in the way in which its functions are exercised. The Service Provider shall at no additional charge provide reasonable assistance to the Council if the Authorised Officer identifies and requests steps which the Service Provider may reasonably take in furthering the Council's discharge of its duties.

- 8.2 The Service Provider agrees to assist the Council in respect of combatting fraud and corruption perpetrated by Employees abusing their position and by others who may attempt to obtain the Council's assets or services to which they are not entitled. If the Service Provider has any suspicions in this regard he should seek advice from the Head of Internal Audit and Counter Fraud, Civic Centre, 6 Brixton Hill London SW2 1EG.
- 8.3 The Service Provider shall have and maintain adequate procedures in place to prevent fraud, bribery, money-laundering and corruption in line with legislation including, but not limited to, the Terrorism Act 2000, the Proceeds of Crime Act 2002, and the Bribery Act 2010.
- 8.4 The Service Provider shall comply with the Modern Slavery Act 2015 (if applicable) and shall have and maintain throughout the Contract Term a whistleblowing policy for its Employees and sub-contractors to inform on any suspected breach of the procedural requirements of the Act.
- 8.5 The Service Provider shall have and maintain adequate procedures, policies and rules on corporate entertainment and gifts, and shall ensure that its Employees receive training in relation to those policies and rules.
- 8.6 The Service Provider shall comply with the conditions of employing foreign nationals under the Asylum and Nationality Act 2006.
- 8.7 Breach of any of Clauses 8.2 through 8.6 will usually constitute a breach incapable of remedy within the meaning of Clause 16.2(a) justifying immediate termination but the Authorised Officer may deem it capable of remedy within his absolute discretion and only if it is lawful to do so.

9 Responsible Procurement

- 9.1 The Service Provider shall endeavour to deliver Social Value through the provision of the Services and shall assist the Authorised Officer in capturing and measuring the Social Value so delivered.

10 VAT

- 10.1 All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.

11 Confidentiality

- 11.1 The Service Provider shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the functions or affairs of the Council to a third person.

12 Indemnity

- 12.1 Subject to Clause 12.2 the Service Provider shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil)

suffered and legal fees and costs incurred by the Council resulting from a breach of this Contract by the Service Provider including but not limited to:

- (a) any act, neglect or default of the Service Provider or its Employees or agents; and
- (b) breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

12.2 Subject to Clause 12.3 the Service Provider's aggregate liability under this Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of any loss of or damage to tangible property (which for the avoidance of doubt includes data) (whether belonging to the other Party or a third party) howsoever caused will be limited to £100,000, which the Parties agree to be fair and reasonable in the circumstances.

12.3 Neither Party excludes or limits its liability (if any) to the other Party:

- (i) for breach of its obligations arising under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
- (ii) for personal injury or death resulting from its negligence;
- (iii) for any matter for which it would be illegal for it to exclude or to attempt to exclude its liability; or for fraud.

12.4 The Council shall not be liable for any consequential losses including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Service Provider howsoever caused.

13 Insurance

13.1 The Service Provider shall maintain at its own cost and for a period of at least 6 years after the end of the Term policies of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Contract in the following minimum sums:

- (a) Employers' liability of £5,000,000 (five million)
- (b) Public liability of £5,000,000 (five million)
- (c) **Professional indemnity of £2,000,000 (2 million)**

13.2 The Service Provider warrants and represents that it has the insurances required by Clause 13.1. If the Authorised Officer demands it, the Service Provider shall provide evidence by broker's letter or some other satisfactory form that it has the insurances.

14 Conflict of Interest

14.1 Upon becoming aware of any possible conflict of interest that may arise between the interest of the Council and any other of the Service Provider's clients, the Service Provider shall notify the Authorised Officer immediately and shall take all reasonable steps to remove or avoid the cause of any such conflict to the satisfaction of the Authorised Officer.

15 Monitoring of the Contract

- 15.1 The Service Provider shall as soon as reasonably practicable provide the Authorised Officer with any information relating to the carrying out of the Services which the Authorised Officer may reasonably request.

16 Termination

- 16.1 Unless otherwise agreed by the Parties or terminated pursuant to Clause 3.2 or any of the following provisions, the Contract shall expire at the end of the Term specified in Clause 3.1 of this Contract.

- 16.2 The Council may terminate the Contract with immediate effect if:

- (a) The Authorised Officer is of the reasonable opinion that the Service Provider has failed to perform the Services specified in the Contract or has failed to do so to the Contract Standard and that such failure is incapable of remedy.
- (b) The Service Provider has failed to remedy a failure to perform the Services or has failed to remedy a failure to provide the Service to the Contract Standard including the standard required by the Schedules or these conditions of Contract in the time required to remedy such failure as expressed in writing to the Service Provider.
- (c) If the Services have not been provided at the time set out in these Conditions of Contract (including but not limited to Schedule 1), and the Authorised Officer reasonably considers either that time is of the essence or that the nature of the Services justifies termination without affording the Service Provider an opportunity to remedy its default.
- (d) The Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
 - I. given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
 - II. at any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Contract;
 - III. directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
 - IV. committed, or attempted to commit, or failed to prevent, any offence under, but not limited to, the Acts of Parliament listed in Clause 8.
- (e) The Service Provider compounds or arranges with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

- (f) A mortgagor takes possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
- (g) An order is made, or a resolution passed, for the winding up of the Service Provider.

16.3 The Service Provider may terminate the Contract if:

- (a) the Council is in breach of any of its obligations under clauses 6.1 and/or 6.2 but only after first giving the Council a reasonable opportunity to remedy its breach save that nothing in this provision shall relieve the Council of any obligation to pay interest; or
- (b) the Service Provider is professionally obligated to cease acting for the Council.

17 Termination consequences

17.1 In the event of the Contract being terminated for any of the reasons contained in Clause 16.2 above the Council will:

- (a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and
- (b) be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
- (c) be entitled to deduct from any sum or sums that would but for this Clause 17 have been due from the Council to the Service Provider under this Contract or any other contract or agreement, or be entitled to recover the same from the Service Provider as a debt, together with any consequent loss or damage to the Council. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof; and
- (d) calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Contract and deduct the same from any sum or sums, which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.

17.2 The rights of the Council under this Clause 17 are in addition to and without prejudice to any other rights the Council may have against the Service Provider.

17.3 In the event that the Service Provider terminates the Contract under the provisions of Clause 16.3(a) it shall be entitled to recover its reasonable expenses from the Council of recovering its unpaid invoices.

17.4 In the event that the Service Provider terminates the Contract under the provisions of Clause 16.3(b) it shall provide the Council with reasonable assistance in implementing an orderly transition to a new service provider.

17.5 The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.

18 Delivery up of documents on termination

18.1 Subject always to Clause 4.4, the Service Provider or his personal representative shall upon the termination of his engagement immediately deliver up to the Council all correspondence documents specification papers and property belonging to the Council which may be in his possession or under his control.

19 Transfer of Undertakings (Protection of Employment) [TUPE]

19.1 It is not anticipated that TUPE will apply at the expiry or termination of the Contract but if it does the Parties will comply with their respective obligations under the TUPE Regulations and will cooperate with each other in providing such information as the other Party reasonably desires or requires in determining whether and to what extent TUPE may apply and providing TUPE information (to the extent permissible in law) to third parties who may have an interest in receiving it.

20 Force Majeure

20.1 If either Party fails to carry out their respective obligations under this Contract as a result of Force Majeure then that Party shall not be liable under this Contract for such failure provided the affected Party shall have given the other notice that such failure is the result of Force Majeure within 5 business days of such failure occurring.

20.2 If an event of Force Majeure occurs then the Council and the Service Provider shall meet to discuss how best to continue to provide the Services until the Force Majeure event ceases, which may include the Council providing the Service Provider with assistance, where reasonably practicable.

21 Status of the Service Provider

21.1 During the Term the Service Provider shall be an independent service provider and not an employee of the Council, and the Service Provider must not represent to anyone, nor allow any of his Employees or agents to represent to anyone, that they are employees or servants of the Council.

21.2 In such capacity the Service Provider shall bear exclusive responsibility for the payment of his national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his work performed by him under this Contract.

22 Variations

- 22.1 A variation to this Contract (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by both Parties ('Variation').
- 22.2 The Service Provider shall not make a variation or supply services not specified without the written authority of the Authorised Officer.

23 Data Protection and Freedom of Information

- 23.1 Throughout this Clause 23 the Council is referred to as Controller and the Service Provider is referred to as Processor. The Parties acknowledge that for the purposes of the Data Protection Legislation the Council is the Controller and the Service Provider is the Processor unless otherwise specified in Schedule 5 or in any other part of the Contract or a Variation. The only processing that the Processor is authorised to do is listed in Schedule 5 ('Schedule of Processing, Personal Data and Data Subjects') by the Controller and may not be determined by the Processor.
- 23.2 The Service Provider warrants that it will lawfully process in accordance with the Data Protection Legislation as detailed in Schedule 5.
- 23.2 The Council has a number of obligations under the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations (EIR) to provide information of its functions where a person has made a request, unless the FOIA or the EIR exempts the requested information from such provision. The Service Provider and his sub-contractors shall co-operate with the Council in respect of any request affecting or related to the provision of the Services by among other things providing written responses to requests as required by the Authorised Officer. The Service Provider warrants to use all reasonable endeavours to help the Council meet its obligations under the FOIA and the EIR.

24 Equal Opportunities

- 24.1 The Service Provider shall use all reasonable endeavours to comply with all statutory provisions, statutory instruments, rules, regulations and bye-laws relating to equality and discrimination including, but not limited to, the Equality Act 2010 and shall take all reasonable steps to ensure that its Employees do not discriminate against any person because of any Protected Characteristic within the meaning of the Equality Act.
- 24.2 In the event of any finding of unlawful discrimination by the Service Provider during the Contract Period, or of an adverse finding in any formal investigation, the Service Provider shall inform the Council of this finding and the steps it proposes to take to prevent repetition of the unlawful discrimination.
- 24.3 The Service Provider shall provide such information as the Council may reasonably request for the purpose of assessing the Service Provider's compliance with this Clause 24.

25 Policy documents

- 25.1 The Service Provider shall ensure that its Employees are fully conversant with and abide by all of the Council's policies which are relevant to the performance of the Services and which have been brought to its attention including but not limited to Lambeth's policy on whistleblowing.

26 Disclosure and Barring Service / Criminal Records

- 26.1 The Service Provider warrants that he is a fit and proper person to undertake the Services.
- 26.2 The Service Provider warrants that where the Services require the Service Provider to come into regular contact with vulnerable adults, its Employees and sub-contractors will have undergone appropriate checks with the Disclosure and Barring Service and that the results of those checks were satisfactory.

27 Complaints in Respect of Service Provision

- 27.1 The Service Provider shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner and shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times. The Service Provider shall notify the Authorised Officer promptly in writing of all complaints received and of all steps taken or proposed to be taken in response thereto.
- 27.2 Where the Authorised Officer receives any information or complaint about an Employee of the Service Provider in connection with the Services, he may direct that the Employee in question is withdrawn from engagement in the Services pending an investigation if in his opinion such a direction is required to maintain the confidence of the Council and/or Service Users in the performance of the Services. The Council shall not be responsible for any costs or loss arising from such a direction.

28 Disputes

- 28.1 Subject to Clause 28.3 if any dispute or difference arises out of this Contract the Parties shall meet and attempt to resolve all such disputes or differences. If within 30 days such disputes or differences cannot be resolved then the Parties with the assistance of the Centre for Dispute Resolution seek to resolve the dispute or difference amicably by using an alternative dispute resolution ("ADR") procedure acceptable to both Parties.
- 28.2 If either Party fails or refuses to participate in the ADR procedure, or in the event the dispute or difference is not resolved to the satisfaction of both Parties within 30 days after it has arisen, the dispute or difference shall be referred to a sole arbiter appointed under the Rules of the Chartered Institute of Arbitrators.
- 28.3 Nothing in this Clause 28 (Disputes) shall operate to prevent either Party taking legal action in the courts should they consider that ADR will not adequately protect or vindicate their position.

29 Committee Meetings and other Meetings

29.1 The Service Provider shall, if requested (and only to the extent reasonable and proportionate), attend Council and committee meetings, meetings of the Executive, meetings with members of task forces and other meetings, including but not limited to Scrutiny Committees. If requested, the Service Provider shall supply written reports to whichever of those bodies as requests it. If the Service Provider is requested to attend any meeting then at such meeting the Service Provider shall answer truthfully and accurately, and including all relevant material. Such answer shall be, at the election of the committee or other body mentioned in this Clause 29.1, answered either orally at the meeting or at in writing at such a time as may be directed.

30 Local Authority Functions

30.1 Nothing in this Contract shall prejudice or affect the Council's rights, powers, duties and obligations in relation to the exercise of its functions as a local authority.

31 Waiver

31.1 Failure by either Party to enforce or rely on at any time during or after the Term any one or more of the terms, conditions or warranties of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions or rely on any warranties given in this Contract, nor shall such failure create an estoppel.

30 Supersedes Prior Agreements

30.1 This Contract supersedes any prior contracts or agreements between the Parties to provide the Services, whether written or oral, and any such prior contracts or agreements are cancelled as at the Commencement Date but without prejudice to any rights that have already accrued to either of the Parties.

33 Entire Contract

33.1 Each Party acknowledges that this Contract, its Schedules and any amendments or Variations that may be agreed in writing by both Parties, contains the whole agreement between the Parties relating to the subject matter of the Contract.

34 Notices

34.1 Any notice or other communication requiring to be served under or in connection with the Contract shall be in writing and shall be delivered to the registered offices at the addresses stated in the Contract or as otherwise specified in the Contract.

34.2 Any such notice shall be delivered by hand or sent by recorded first class post and shall conclusively be deemed to have been given or received at the time of delivery. The Parties agree that they will simultaneously email any notice given under this Clause 34 to the other Party's Representative or Authorised Officer, as the case may be.

35 Joint and Several

35.1 Where the Services are being provided by a consortium each and every member of the consortium shall be jointly and severally liable under this Contract.

36 Assignment and Sub-Contracting

36.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Service Provider.

36.2 The Service Provider shall not:

- (a) without the written consent of the Authorised Officer, in his absolute discretion and subject to any terms as he may consider desirable assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;
- (b) sub-contract the provision of the Services or any part thereof to any person without the prior written consent of the Authorised Officer. Such consent shall be at the discretion of the Authorised Officer and, if given, shall not relieve the Service Provider from any liability or obligation under the Contract. The Service Provider shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respect as if they were the acts, defaults or neglect of the Service Provider.

37 Third Parties

37.1 Neither Party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.

38 Governing Law

38.1 This Contract shall be governed by English law.

Signed for and on behalf of the Council (1)	Signed for and on behalf of the Service Provider
Name: Position: Signature:	Director Name: Position: Signature:

Signed for and on behalf of the Council (2)	Service Provider Director's signature witnessed by:
Name:	Name:
Position:	Signature:
Signature:	

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SCHEDULE 1

SERVICE SPECIFICATION

1.1.1 Sample size and sampling – 15%

We require a face to face survey of adults aged 18+. The survey should provide a robust representation of Lambeth residents, and allow for meaningful sub-group analysis. Please indicate the sample size or sizes that you would recommend as providing best value within the stated budget.

It would be helpful if the sampling approach employed for this survey was broadly consistent with that of previous research to allow for historical comparison. Please specify the demographic characteristics you would advise setting quotas on and why.

1.1.2 Questionnaire development – 5%

Please indicate the maximum survey length that that your proposed methodology covers. We would anticipate that whilst many of the questions in the survey will be retained from previous years, we will both discontinue questions which we assess as no longer have any value or where the data collected by them is also available from other sources.

It is vital that the questions included in this survey meet the needs of various stakeholders and officers will carry out an internal engagement process to determine organisational priorities. Stakeholders in this context also include the borough's residents, who are the ultimate beneficiaries of this information.

We expect the survey to be designed through a process of negotiation with the council, with contractors being responsible for providing technical advice to ensure that the final research tool is valid, reliable and fit for the purpose intended. The survey instrument should be adequately tested prior to application with the full sample. Please outline what testing will be employed.

While we expect some questions to be very specific to Lambeth Council's outcomes and ambitions, it will be possible to benchmark other more longstanding questions with findings from other councils. Please suggest what level of normative comparison data you would expect your organisation to be able to provide or facilitate access to, and how this would influence the question setting process.

We would expect the questions to remain fairly static over future years of the survey but may require up to 30% of the questions to change in second and subsequent years. If your proposal is for a multi-year contract, please be explicit about the level of change to the questions that would be acceptable in future years of the contract.

It is valuable for the council to be able to directly contact consenting residents about issues or further research that is of interest to them. The survey should include a mechanism for gathering consent, topics of interest and contact details.

Although this survey is being contracted by the council it is hoped that, should they wish, partner organisations or departments within the council may be able to pay for additional questions on an ad hoc basis. Please indicate in your proposals whether this is feasible; please provide indicative costs for additional time on the survey, as well as for adding the following types of questions:

- A showcard multi-code question

- An open ended question
- A battery statement (3 statements with agree/disagree or important/unimportant)

1.1.3 Fieldwork – 10%

Lambeth is an extremely diverse borough. We do not wish to exclude residents on the basis that they do not speak English, are disabled or have other characteristics that might mean that they are 'hard to reach' or 'hard to hear'. Please provide details on how you will include these groups.

Please also outline any procedures you would put in place to include people with childcare responsibilities, people with religious commitments at particular times of day or days of week, and people whose cultural or religious background means they would prefer to be interviewed by people of a particular gender.

We also do not wish to exclude residents who may have particular needs (physical disabilities or learning difficulties) – please outline how you would include these respondents. The tender submission should include details of the methodology to be adopted including statistical/sampling processes; quality processes to ensure accurate and swift data processing; back-checking policies; sample sizes, quotas and any boosts, confidence levels, and information about fieldworker briefing and training.

1.1.4 Analysis and reporting – 20%

Analysis (15%) and reporting (5%) together make up 20% of the overall score for your tender. If you are able to provide reports within the budget please state what you could provide, with timelines for delivery, and this will be considered in our tender evaluation process.

The key outputs we require are:

- Tables with crossbreaks and significance testing for subgroups with at least 50 respondents including our 6 geographic town areas
- An SPSS data file of responses
- Responses linked to contact details of respondents who consent to re-contact
- Toplines with historical trends and normative comparisons.

All data should be supplied to Lambeth Council within one calendar month of the close of fieldwork.

1.1.5 Experience – 20%

Having a proven track record in delivering this type of consultancy is very important to us. Please provide a description of how you would approach this work, wherever possible referring to past successful delivery of similar work including your specific experience of conducting large scale face to face research. Outline the skills and ideas that you would bring to the process, the personnel who would work on the study, including experience, role on the project, and time they have allocated.

1.1.6 Quality procedures, sustainability and project management – 5%

In terms of project management we require short weekly email updates from the contractor during fieldwork highlighting progress and any issues that are arising, as well as an inception and closure meeting.

Under the Public Services (Social Value) Act 2012, local authorities must consider economic, social and environmental well-being when commissioning contracts for public services.

Contractors are asked to consider the economic, social and environmental sustainability in

their proposals. With particular regard to social sustainability, please provide details on employment conditions, health and safety of your staff and interviewers, health and safety of interviewees particularly those with special needs. With regard to economic sustainability, please provide details about your ability to employ local interviewers and/or translators. Please provide details of any policies you will employ to reduce the environmental impact of this project.

Contractors must abide by the MRS code of conduct and proposals should provide detail of quality assurance processes that will be in place.

In addition, please ensure your proposals are clear about which elements of this contract, if any, will be sub-contracted, and provide details of responsibilities allocated within these contractual agreements.

1.1.7 Timescale – 5%

Tender documents sent out	05/11/2019
Final date to submit questions about tender	12/11/2019
Closing date for proposals	20/11/2019
Pitch	W/C 25/11/2019
Contract awarded	29/11/2019
Methodology and questionnaire finalised	23/12/2019
Fieldwork	06/01/2020
Topline results provided	03/02/2020

It is vital that you are able to complete high quality work in the timescales required. Please provide information about your availability to perform these services. Include how much time you would spend on this programme of work and provide an implementation plan with key milestones. Tenderers that demonstrate good quality, experience and a level of innovation and creative approaches will be shortlisted and invited for interview.

1.1.8 Cost – 20%

Tenderers are not required to tender for delivery of this project over more than one year. However, it is likely that further workstreams will follow this initial contract. The council will discuss this with the successful provider if this is the case. The council is seeking value for money. As indicated in the tender evaluation criteria, 20% of the overall score is based on the value for money provided by the proposals.

To allow us to make comparisons between tenderers requires you to submit costs in the following format:

	Total cost
Sample size and sampling	
Questionnaire development	
Fieldwork	
Analysis and reporting	
Quality procedures, sustainability and project management	
Any other costs – PLEASE DETAIL	
Total cost per year	

We expect that the bulk of payment for services will be made following delivery of reports. If your proposals cover a second and subsequent year of the survey contract, please detail your required payment schedule.

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SCHEDULE 2

CONTACT DETAILS

The Service Provider's Representative:

For general queries in the absence of the named officer:

The Council's Authorised Officer shall be:

For general queries in absence of the named officer.

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SCHEDULE 3

PRICING DOCUMENT AND PAYMENT TERMS

PAYMENT TERMS

1. The Council operates an electronic only policy for issuing Purchase Orders and receiving invoices from service providers and contractors through an internet portal managed in partnership with the Council by a third party provider.
2. The electronic portal is offered free of charge to service providers and contractors. The Council will direct the third party partner to make contact with the Service Provider in order to create an account within the electronic portal to enable them to invoice the Council.
3. The Service Provider will be able to view their Purchase Orders and the status of their invoices within the electronic portal in real time.
4. Both the Council and the Service Provider shall adhere to the following procedure in respect of invoicing and payments in respect of the Services:
 - (a) The Service Provider shall submit to the Council each month (or as otherwise agreed by the Parties in writing) an invoice, by electronic means through the portal only setting out the sums for each type of work together with a record detailing the work carried out, in accordance with the prices tendered and;
 - (b) Once the Council agrees the details of the electronic invoice and the work record it will arrange payment, which will be made within 30 days of invoice date unless disputed by the Council.
 - (c) Where the Council disputes the amounts entered on an invoice the parties shall discuss the differences and the Service Provider shall submit such further information as required by the Council to verify the invoice sum.
 - (d) Once agreed, the Service Provider shall submit a corrected Invoice as agreed pursuant to Clause 4(a), above.
5. Invoices submitted via the internet portal shall be deemed to have been received on the next working day from the date of transmission.
6. Invoices submitted by any other means shall be deemed to have been received only once those invoices reach the appropriate payment officer within the Council.

SCHEDULE 4

METHOD STATEMENT

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