



Epping Forest District Council

On behalf of the Harlow and Gilston
Garden Town (working jointly with East
Herts District Council and Harlow
District Council)



INVITATION TO TENDER

FOR

Provision of Project Planning, Programme
Management and Project Delivery support for
the Harlow and Gilston Garden Town

Issued By:

Derek Macnab

Epping Forest District Council - Neighbourhoods Directorate

Civic Offices

High Street

Epping

Essex

CM16 4BZ

Summary

1. The Harlow and Gilston Garden Town Project (Epping Forest District Council, East Herts District Council and Harlow District Council) has been awarded funding through the Government's locally – led Garden Towns project and is now seeking consultancy support to take forward key workstreams pending the setting up of a Project Delivery Team:
 - to develop a detailed project plan,
 - consider options and develop appropriate governance arrangements and delivery arrangements and;
 - Make recommendations for scope and establish a programme for the implementation of a Joint Delivery Team to support the project
2. Epping Forest District is acting as the lead authority and this commission will be procured through that authority. It is anticipated that the commission would be over a period of six months.

Background Information

3. Harlow Council (HC), East Hertfordshire District Council (EHDC), Epping Forest District Council (EFDC), Hertfordshire County Council (HCC) and Essex County Council (ECC) ('the Councils') are working in partnership together with Hertfordshire LEP (HLEP), South East LEP, and site promoters to bring forward transformational growth at Harlow. The Councils share a bold vision and set of objectives, recognising that areas in and around Harlow present a number of opportunities to deliver growth of considerable scale and significance. Such growth is key not only to meet growing pressures of housing need locally, but also delivering broader regeneration and change for Harlow.

Harlow & Gilston Garden Town

4. On 2 January 2017 the Government announced its support for the Expression of Interest submitted to the Government's locally – led Garden Towns prospectus on behalf of East Herts Council, Epping Forest District Council and Harlow Council. A link to the EOI can be found in the Appendix. This details the level of ambition and work is underway to develop a full work programme of which the spatial visioning and design charter will form an important first step. A number of other workstreams will run alongside this commission and the successful bidder will need to synthesise existing and emerging thinking across a

range of workstreams. ATLAS facilitated a workshop on 8 February 2017 to further scope out the workstreams – and their report with recommendations is appended to the brief.

5. Harlow & Gilston lies in the core area of the 'London Stansted Cambridge Corridor' (LSCC) - one of the most important and fastest growing economic regions in the country. The local level of ambition is high, and there is a strong desire and commitment to achieve far more than the norm in terms of delivering growth. Strategic growth in and around Harlow is still at the stage where proposals can be guided and influenced to achieve true garden city ambitions, yet still achieve development in an efficient and timely manner.

Local Plan Preparation

6. East Hertfordshire District Council, Epping Forest District Council and Harlow District Council are at different stages in the preparation of their respective new Local Plans but have been working jointly through the structures set up to facilitate joint working through the Duty to Cooperate which has enabled the Councils to engage constructively, actively and on an ongoing basis to consider strategic cross boundary matters affecting the area. This has been administered through the Co-operation for Sustainable Development Board, a joint member body established in October 2014 and a parallel officer group. Both groups meet regularly. The Chair of the Board is rotated and the Leader of East Herts District Council is the current Chair. The Board has seconded a senior planner to support its work, part time, and this post is filled by an officer from EFDC. The corresponding officer group is chaired by the Council's Chief Executive
7. The three authorities together with Uttlesford District Council have jointly undertaken evidence based work including the Strategic Housing Market Assessment in 2015 and an update in 2016. Other evidence based work to understand economic growth across the Functional Economic Area has also been undertaken and is ongoing. The four authorities have sought to align local plan policies as far as possible and have agreed three Memorandums of Understanding.

Harlow Council

8. The Council is looking to prepare a new Local Plan for consultation in late 2017 which will show a clear commitment to growth and regeneration in and around Harlow, working together with the Duty to Cooperate authorities to align Local Plan policies and timetables. The Plan will identify capacity for up to 9,200 dwellings in Harlow itself.
9. Harlow Council's 2014 Emerging Strategy document and Further Options consultation document identified the regeneration benefits of a number of growth scenarios around Harlow supported by evidence undertaken by Nathaniel Lichfield and Partners. It recommended between 12,000 and 15,000 new homes at Harlow would meet the town's housing need and provide a positive platform to deliver regeneration objectives. The document also showed a clear commitment to bringing forward substantial development in and around Harlow including Green Belt land to the east within Harlow District boundaries.

Epping Forest District Council

10. The Council recently completed consultation on its Draft Local Plan (Regulation 18) which started at the end of October 2016 and shows the proposed allocation of sites to meet the District's share of the Objectively Assessed Housing Need as defined by the Strategic Housing Market Assessment (SHMA) for the Housing Market Area (HMA).
11. The Local Development Scheme agreed by the Council in March 2017 shows that the Publication stage (Regulation 19) will take place in January/February 2018, followed by submission to the Planning Inspectorate in mid 2018.

East Hertfordshire District Council

12. The Gilston Area is identified as an allocation for 10,000 new homes in the publication version of the Local Plan (Regulation 19). This includes 3,000 to be delivered in this plan period and the remainder beyond. The publication of the Presubmission Local Plan seeking representations concluded in December 2016 and the Council submitted the Plan for examination to the Planning Inspectorate at the end of March 2017.

Overall scope and objectives of the work

13. There is a need to put in place suitable and appropriate governance and project management arrangements by the Councils to work together efficiently and effectively and to continue to build relationships with external organisations, including infrastructure providers, and local communities. Appropriate governance and delivery arrangements are also needed in order to make effective use of grant monies received, and to develop and supplement the opportunities afforded by existing mechanisms and practices.
14. The client group wish to jointly procure experienced programme and planning consultancy services to support the Councils in driving forward the programme, including scoping and implementing an appropriate team structure and developing governance and delivery arrangements.
15. It is envisaged that the work undertaken over a 6 month period will involve the following key workstreams and outputs. The appointed consultant(s) will be expected to work collaboratively alongside officers and members from the three authorities (together with other relevant authorities/organisations) across all stages of the work to develop the outputs through a combination of working sessions, meetings and presentations.
16. The overall objective of the work is to:
 - Provide effective and intelligent client-side support on behalf of the three lead authorities
 - Develop appropriate governance arrangements which support the achievement of consensus across all partners regarding the overall spatial vision for Harlow and Gilston Garden Town
 - Devise and manage a targeted work programme for the Garden Town for the set up stage ensuring key milestones are met
 - Consider and evolve an appropriate approach to project delivery.
17. It is intended the formal outputs of this work will be considered by the three Council's and jointly endorsed by the Cooperation for Sustainable Development Board, and by each individual Council pending the establishment of more permanent governance arrangements.

Engagement process and meetings

18. As part of the work, engagement will be required with the four district authorities, two county councils, and other organisations and expert bodies. Details of the relevant contacts will be provided. These will commence with an inception meeting with further regular officer meetings arranged as and when required. It is anticipated that the lead consultant will need to be on site on average two days per week.
19. The work will require attendance at the Co-Operation for Sustainable Development Officer Group and potentially Member Board. An officer group meets regularly which informs a member Board held every month in the evening. Terms of Reference for this group and copies of past minutes and agendas will be made available at inception. Until longer term governance arrangements have been established the officer group and Member Board are overseeing the Garden Town Project. It will form one of the options to be considered as part of the proposed commission to look at establishing appropriate longer term arrangements.
20. The consultants will be expected to work closely with:
 - Senior officers from each of the three authorities
 - The Planning Policy teams, Public Relations staff and consultants
 - All Members
 - All relevant service providers within the District Councils, Herts County Council and Essex County Council
 - The Duty to Co-operate Board consisting of:
Local authorities, Lea Valley Regional Park Authority, Natural England, City of London (Epping Forest), Environment Agency, Highways England, Herts County Council and Essex County Council and other statutory bodies

DELIVERABLES and REQUIREMENTS

21. The responsibilities and key outputs should initially include:

- (i) Project management support to prepare and deliver an effective Project Plan with a particular focus on the set up stage. This should:
- Build upon work undertaken to date;
 - Fully consider the current policy context of each local planning authority, in terms of Local Plan preparation Infrastructure Delivery Plan progress to ensure consistency of policy approach to the work of the Garden Town
 - Scope the timetable for preparatory work necessary to bring forward strategically planned growth, recognising the critical links between the Local Plan processes, infrastructure delivery, and the development process, considering the shortest route to achieve the aims expressed in the Expression of Interest.
 - Understand and be responsive to the Garden Town agenda and scale of local ambition;
 - Further define the key workstreams already identified (see sections 3 and 4 of the notes of the workshop on 8 February which sets out the placemaking workstreams) and tasks including effective sequencing of work, priority tasks, roles and responsibilities;
 - Identify the detailed resource requirements to take forward the workstreams (including skills and budget) necessary to deliver the project taking forward the work in the EOI and workshop identifying where key decisions will be needed;
 - Draft briefs and scope of work in accordance with the agreed work programme
 - Include the provision of effective client-side support on behalf of the lead authorities in relation to the procurement, appointment and management of external consultants engaged to deliver tasks identified within the Project Plan (note procurement will be via Epping Forest District so this will include specifically liaison with their lead officers, procurement and legal teams);
 - Overall manage successful delivery of the set up phase of the Project Plan pending the recruitment of a Project Director;
 - Act as a point of contact for overall project management and coordination of workstreams for the lead authorities

- (ii) Project Delivery Support to prepare a Delivery Options Assessment to set out options, parameters and implications of alternative delivery models, governance and resourcing. This should:
- Include liaison with relevant organisations including the HCA, DCLG, TCPA, Essex County Council and Herts County Council in order to identify and consider potential future models for delivery of strategic growth around Harlow drawing on knowledge and experience of recent best practice examples. The work will need to draw from recent experiences in establishing similar joint working and governance arrangements elsewhere in order to deliver cross-boundary strategic growth;
 - Explore a range of options that could be available to finance investment in the growth proposals and associated infrastructure and assess different delivery models in partnership with the development industry to find different approaches and ways to deliver this level of growth.
 - Provide clear recommendations to the three local planning authorities and other partners in relation to the most suitable model for the delivery of growth plans, including recommendations for the establishment of future working structures, and linking into the identification of future roles and posts required (see 3 below).
 - Provide recommendations for future governance arrangements and committee processes in order to ensure the most effective and coordinated approach to achieve the delivery of growth plans and infrastructure. It should also consider future logistical and administrative processes and arrangements associated with the establishment of new posts, and potentially a new delivery team.
 - Review options for expanding/evolving existing structures (such as the existing Epping Forest District Council Strategic Sites (developer) Forum) to include all authorities/stakeholders.
 - Review options for the establishment of a Quality Review Panel with the objective of embedding high quality design into emerging proposals in a consistent way across the Garden Town.
 - Consider whether other mechanisms for community engagement need to be established taking account of best practice elsewhere to ensure engagement in masterplanning, pre-application discussions

- (iii) In the light of the work on the project plan and delivery options assessment (see (i) and (ii) above) liaise with relevant contacts in the three Councils and secure agreement to a proposed structure for the establishment of a joint delivery team and priorities for its implementation.

Approach to commission and engagement/consultation

22. This commission will involve working collaboratively with partners to build consensus.

Bidders will be required to demonstrate:

- experience of project planning complex large scale residential led growth projects and the various positions/drivers of stakeholders involved;
- an understanding of the Garden Towns and Villages agenda;
- experience of effective facilitation and collaborative working;
- knowledge and experience of delivery structures & governance arrangements;
- town planning and place-making knowledge;
- the ability to work with senior level stakeholders, build consensus and achieve effective collaboration.

23. The success of the study is dependent on partnership working and the appointed consultant will be expected to involve and engage with a wide range of stakeholders. Key partners and stakeholders that will be essential in delivering the project include:

- The three Councils that form part of the client group (Garden Town Steering Group);
- All organisations that have a vested interest in the Council areas (e.g. health, education, transport, statutory agencies, utility companies etc).
- Developer forum(s) as identified by the client
- Existing local communities

24. Consultants will need to set out their proposed approach to collaborative working and engagement, and embed this within the overall process.

SUBMISSION OF PROPOSALS

25. It is anticipated that the overall extent of work will depend upon the preparation of the Project Plan and Delivery Options Assessment (for example in terms of priority workstreams/tasks and projects to be commissioned/managed). As such prospective consultants are requested to provide a written fee proposal (and a soft copy) in response to this brief based upon:

- The proposed methodology to achieve the core deliverables (Project Plan, Delivery Options Assessment and recommendations for Joint Delivery Team structure) and associated requirements set out above;
- This should include names of all staff working on the project (i.e. project team, project lead and their seniority including CVs, qualifications and track record on at least two similar example projects), their daily rates, the number of consultancy days allocated for each staff member. It should also include a detailed programme and resource table for achieving the project objectives across a period of the next six months.
 - An estimated quote on a lump sum basis that includes the total/summary of full costs for all elements of the brief as outlined above.
 - Any need to contract out elements of the work.
 - The applicant must declare that there is no conflict of interest with a third party or other study that would compromise the project.
 - Contact details (including phone/ email) for two referees from similar projects.
 - Confirmation that the consultant has public indemnity, public liability and employers' liability insurance that meets the Council's required standards.
 - The Councils may seek proof of financial standing prior to appointment.
 - Fieldwork costs and the costs of travel, subsistence and any other anticipated expenses must be included in the costs provided for the key elements of work as outlined above. There will be no separate payments made for the aforementioned expenses.
- Daily and hourly rates for additional work beyond the minimum time commitment

TIMETABLE

- Notification/publication of tender: Tuesday 11 April 2017
- Closing date for receipt of tenders: Tuesday 2 May 2017
- Date of Shortlist: Thursday 4 May 2017
- Date of interview: Thursday 11 May/Friday 12 May 2017

Submissions should be made in writing to be received by addressed to:

Assistant Director (Governance & Performance Management).
 Democratic Services
 Epping Forest District Council
 High Street
 Epping
 Essex
 CM16 4BZ

Award and Evaluation of Contract

a) Submissions will be evaluated in the following way:

- Cost: 30%
- Quality of Proposal: 70%

The evaluation criteria for the bid evaluation are designed to allow the selection of the Bid that represents the Most Economically Advantageous Tender, rather than lowest price alone, which will be the bid judged to offer the optimum combination of service capability, quality, deliverability and other areas as detailed in this document.

The evaluation criterion is split with 70% associated to 'quality' aspects including understanding, experience and approach, and 30% associated to 'cost' as detailed below

Submissions will be evaluated using the following criteria:

CRITERIA	MARK
Cost	
Competitiveness of tendered costs (including average day rates and treatment of expenses)	30%
Quality of Proposal	
Methodology / Proposed Approach/understanding and appreciation of the brief: Bids must demonstrate attention to the brief, the ability to meet all the project	40%

requirements, clarity of submission and ability to meet deadlines	
Relevant Experience: Consultants must be able to satisfy the Council that the Company is able to commit or engage sufficient, suitably experienced professional resources to meet all requirements of the brief and work in partnership with the Council's officers and Members throughout the commission	30%
TOTAL	100%

The overall top scoring submission based on all evaluation elements will be awarded the contract.

The Council will not be obliged to select the lowest or any tender. All Consultants' total prices, including expenses (excluding VAT) will be added together and then divided by the number of returns received. This will create a 'mean' figure against which the Consultants' price bids will be scored accordingly. The 'mean' figure will attract a score of 15% with Consultants' bids then ranked in accordance to this figure. Ultimately a maximum score of 30% is achievable should any bid come in at a zero cost.

The resultant percentage scores will be transferred across to the overall evaluation model.

INSTRUCTIONS

- Please complete the enclosed questionnaire in full. Supplementary information will only be accepted where it is properly referenced to the question to which it refers. Information provided but not properly referenced will not be taken into account and will not be scored.
- The following sections will be scored: Cost, Relevant Experience & Methodology/Proposed Approach

Invitation to Tender Scoring Sheet	
Classification	Score
Exceptional - meets and exceeds all the requirements	5
Very good - meets all of the requirements	4
Good - meets most of the requirements	3
Poor - meets some of the requirements	2
Very poor - meets only a very few of the requirements	1
Unacceptable - meets none of the requirements / no information provided	0

- Please return two hard copies and one electronic copy (on a CD or via email) of the proposal, including all supporting documentation clearly referenced to the particular questions by 5pm on Tuesday 2 May 2017

GUIDANCE NOTES

The information disclosed in response to this questionnaire will be used in the selection of Consultants this project.

Please note that whenever used in this questionnaire, the term "company" refers to a sole practitioner, partnership, consortium, incorporated company, co-operative, charity or analogous entities operating outside the UK, as appropriate, and the term "officer" refers to any director, company secretary, partner, associate, trustee or other person occupying a position of authority or responsibility within the firm.

Unless instructed otherwise when answering the questions, please give details which specifically relate to your company, not to the whole of the group if your company forms part of a group.

Please include, where appropriate, any supporting documents, marking clearly on all enclosures the name of your company and the number of the question to which they refer. Where the space given for any answer is insufficient, please continue your answer on a separate page, again clearly marking your company's name and the question number to which it relates.

Project planning, programme management and project delivery support for the Harlow and
Gilston Garden Town

INVITATION TO TENDER

Please complete the following application and return Tuesday 2 May 2017 at 5pm

Enclose all documents and copy documents as requested.

Note: Where space is insufficient for any entry please continue on a separate sheet, quoting the appropriate question number.

GENERAL, RELEVANT EXPERIENCE & METHODOLOGY/PROPOSED APPROACH

Please detail below the specific skills and relevant experience your Company can bring to the undertaking of the Commission. Please also include comprehensive CVs for all staff to be engaged on the project. Where additional and/or specialist consultants are to be used CVs are to be provided for those engaged on the commission. This section should include references to sustainability, health & safety and the use of sub-consultants (where relevant).

Please detail below your Company's methodology/proposed approach, clearly identifying how your Company intends to undertake the commission (no more than 2,000 words). This should include all details of additional or specialist consultancies to be used, and their specific role, in delivering the commission. Your proposed approach should also clearly identify the indicative timescales (elapsed time) that you require in order to complete the commission. Please also include an indicative project timetable for the work. For the purposes of the timetable, bidders are to assume a contract start date of 15 May 2017.

Proposed Approach (cont.)

Proposed Approach (cont.)

Proposed Approach (cont.)

CONTRACT PRICE

Please provide financial details as outlined in section SUBMISSION OF PROPOSALS above
 Please state below the total fixed price for the Commission including 8 evening meetings and incorporating all reasonable travelling and other expenses:

£ _____

Please provide a rate (per meeting) for each additional daytime / evening meeting that you may be required to attend. Quoted fee to be inclusive of all reasonable travelling and other expenses for all attendees:

£ Per daytime meeting
 £ Per evening meeting

CONTACT DETAILS

Please state the name and contact details of the person with whom regular communication will be made. This person will also be the person that will be expected to be in attendance at the presentation

Name	
Contact details	

REFERENCES

Please supply contact details of 2 References for whom similar work has been undertaken.

Name	Organisation	Contact details

CLARIFICATIONS & RETURN OF TENDERS

This tender process is being managed by Democratic Services. All requests for additional information or clarifications should be directed by e-mail to: ablomcooper@eppingforestdc.gov.uk
The Council will send any clarifications raised, together with replies given, to all bidders.

Please note that any queries / clarification requests should be made by Tuesday 25 April 2017

Please note that the return date for submissions is

Return to:

Assistant Director (Governance & Performance Management).

Democratic services

Epping Forest District Council

High Street

Epping

Essex

CM16 4BZ

Please mark the envelope: 'ITT – Harlow and Gilston Garden Town, Technical Support: Project planning, programme management and project delivery

Please ensure no other markings bearing your company's name are on the outside of your submission as this could result in your bid being rejected.

Epping Forest District Council and the other authorities are not bound to accept the lowest priced bid, or indeed any bid.

Tenders will be evaluated in accordance with the criteria stated within the above specification.

For further Information: Alison Blom-Cooper ablomcooper@eppingforestdc.gov.uk

FREEDOM OF INFORMATION

As part of our duty under the Act, when a Freedom of Information request is received, we may have to disclose information that forms part of your ITT, quote, bid or associated documentation unless an exemption applies as defined by the Act.

There are, for example, exemptions:

- against disclosing information where that would constitute an actionable breach of confidence
- against disclosing trade secrets
- against disclosing information likely to prejudice any person's commercial interests (and this includes the Council's commercial interests).

The Council will be mindful of the potential commercial risks to you as a prospective Consultant and will comply with its obligations of confidentiality where they arise, subject to its legal obligations.

If you consider that any of the information you submit to the Council should not be disclosed because of its sensitivity, then this should be stated with the reason for believing it to be exempt in accordance with the Act. The Council will then, in future, seek to consult with you in considering any Freedom of Information request received, before replying to the request within the mandatory timescales.

It should be noted, however, that disclosure is assumed to be required under the law unless an exemption under the Act can be applied and, subject to the enforcement role of the Information Commissioned, the Council has to make a judgment as to the applicability of any exemption on the basis of all the facts in its possession, including its assessment as to whether there is a public interest in such disclosure.

1 CERTIFICATE THAT THE TENDER IS A BONA FIDE TENDER

WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender, intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - (a) communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - (b) enter into any agreement with any other person that he/she shall refrain from quoting or as to the amount of any Tender to be submitted;
 - (c) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

In this certificate:

- i). "person" includes any person and anybody or association corporate or incorporate.
- ii). "any agreement or arrangements" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

DATED this day of 2017

SIGNED (as in Tender)

duly authorised to sign
for and on behalf of

Name

Designation

FORMAL DECLARATION OF OFFER

Tender for: Harlow and Gilston Garden Town, Technical Support: Project planning, programme management and project delivery

I (*Note: Insert Name*) certify that I am a person duly authorised to sign tenders for and on behalf of:
(*Note: Insert Name of Company*)

and having read the Invitation to Tender documents, offer to supply the goods as specified in the Invitation to Tender.

Under the terms and conditions included in the Invitation to Tender documents;
In accordance with the specification stated in the Invitation to Tender documents;
At the price (or prices) and at the delivery time (or times) or by the completion date tendered.

It is confirmed that all and any information which Epping Forest District Council may request from this Company will be provided by the Company within 30 days from the date of the request.

Our offer is valid for (*Note: Insert number of days*) unless this period is extended by mutual agreement.

Authorised Signatory:: _____

Name in (block letters): _____

Address: _____

Position in Company: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

For and on behalf of: _____

Company's Name: _____

Address: _____

Company's Registration Number: _____

Companies Unique Tax
Reference (UTR) _____

VAT Number _____

Date: _____

Appendix 1

Appendix 1: Epping Forest District Council Services Agreement

THIS AGREEMENT is made on the _____ day of _____ Two thousand
and (NOTE: INSERT YEAR)

BETWEEN

(1) EPPING FOREST DISTRICT COUNCIL of Civic Offices High Street Epping Essex
CM16 4BZ ('Council'), and

(2) «Contractor_Company» «Consultant_Company» of «Contractor_Address1»
«Contractor_Address2» «Contractor_Address3» «Contractor_Postcode»
«Consultant_Address1» «Consultant_Address2» «Consultant_Address3»
«Consultant_Postcode» Company Registration Number (NOTE: INSERT NUMBER)
(‘Consultant’/‘Contractor’)

1. BACKGROUND

- 1.1 The Council wishes to appoint the services of a specialist Consultant/Contractor for the services described in Clause 3.1 of this agreement
- 1.2 The Consultant/Contractor has submitted a quotation in which it has stated that it has the necessary skill to provide the Services
- 1.3 The Council wishes to appoint the Consultant/Contractor and the Consultant/Contractor has agreed to accept such appointment upon and subject to the terms in this agreement

2. DEFINITIONS

2.1 The following terms shall have the following meanings for the purposes of this Agreement

Commencement Date means «con_startdate»

Planning Policy Consultancy – invitation to tender

Conditions	means the provisions contained in Clauses 3 to 19 [and/or as set out in the Contract Documents]
Confidential Information	means all information relating to this agreement and personal data and sensitive personal information as defined by the Data Protection Act 1998
'Contract Administrator'	means «pers_firstname» «pers_lastname» as the lead representative for this Contract or such representative as appointed by the Council from time to time The Council shall as soon as reasonably practicable give notice to the Consultant/Contractor of the appointment or replacement of any Contract Administrator or if any person ceases to be the Contract Administrator
['Contract Documents']	means the documents listed hereto (NOTE: INSERT TEXT)
'Contract Standard'	means the standard that complies with the performance targets and other provisions of the Contract Documents and to the extent that no criteria are stated in the Contract Documents to the reasonable satisfaction of the Contract Administrator and in any event in compliance with the requirements of Best Value under Part 1 of the Local Government Act 1999
Laws	any applicable statute or any delegated or subordinate legislation, any enforceable community rights within the meaning of Section 2 of the European Communities Act 1972, duly applicable guidance, code of practice, direction, judgement or determination with which the Council and/or the Consultant/Contractor is bound to comply

‘Term’ means from the Commencement Date until «con_completiondate»

[the Lead Consultant] means (NOTE: INSERT NAME)

The Services means the works and services listed in Clause 3.1 of this agreement

3. APPOINTMENT

3.1 The Council appoints the Consultant/Contractor to perform the following services for the Term in return for payment in accordance with Clause 5:

(NOTE: INSERT TEXT)

(i) (NOTE: INSERT)

(ii) (NOTE: INSERT)

(iii) (NOTE: INSERT)

3.2 [The Consultant will appoint the Lead Consultant(s) to carry out the Services in person and will not delegate the Services to another employee or agent of the Consultant without the written consent of the Council]

4. CONSULTANT'S/CONTRACTOR'S OBLIGATIONS

4.1 Provision of Services

The Consultant/Contractor shall provide the Services at the times specified in (NOTE: INSERT TEXT)

4.2 Skill and Care

4.2.1 In providing the Services [to the Contract Standard] the Consultant/Contractor shall use reasonable skill and care to be expected of an appropriately qualified and competent Consultant/Contractor

4.2.2 In providing the Services the Consultant/Contractor [the Lead Consultant] and all persons employed to provide the Services who have access to Confidential Information which is processed for and on behalf of the Council shall be fully trained and aware of their duties and responsibilities under the Data Protection Act 1998

4.3 Directions of the Council

The Consultant/Contractor will at all times comply with the reasonable directions of the Council and use its reasonable endeavours to promote the interest of the Council

4.4 Delegation

Not to delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms

4.5 Indemnity

The Consultant/Contractor shall be liable for and shall indemnify the Council in respect of all damage loss or injury which the Council may suffer as a result of any act of neglect or default of the Consultant/Contractor its employees or agents or any failure by the Consultant/Contractor to perform the Services in accordance with the terms of this agreement

4.6 Insurance

4.6.1 Without prejudice to its liability to indemnify the Council as at Clause 4.5 the Consultant/Contractor shall maintain with an insurance company approved by the Council:

4.6.1.1 Professional Indemnity Insurance to a value not less than £2 million for any one occurrence or series of occurrences arising out of this agreement provided that it is available at commercially reasonable rates in force for a period of 7 years from the date of completion of the Services

4.6.1.2 Employers Liability Insurance to a value not less than £10 million; and

4.6.1.3 Public Liability Insurance to a value not less than £5 million

4.6.2 If for any period professional indemnity insurance is not available on commercially reasonable terms, the Consultant/Contractor shall forthwith inform the Council by notice, and shall obtain in respect of such period such reduced level of professional indemnity insurance as is available and as would be fair and reasonable in the circumstances for the Consultant/Contractor to obtain

4.6.3 The Consultant/Contractor shall within seven working days of the Council's request provide the Council with evidence that such insurances are being maintained at its own expense

4.7 Notice

To comply with the terms of any default notice served in accordance with Clause 8.2

[4.8 Lead Consultant

All Services shall be performed by the Lead Consultant unless the Council has agreed otherwise in writing]

[4.9 Standing Orders

(NOTE: DELETE OR LEAVE IN CLAUSE) This Clause is only required if the Consultant is letting or managing a contract on behalf of the Council

The Consultant shall comply with the requirements of the Council's Contract Standing Orders and Financial Regulations annexed to this agreement and with any regulations and up-dates issued in accordance with these.

5. THE COUNCIL'S OBLIGATIONS

In consideration of the Services rendered by the Consultant/Contractor under this agreement the Council agrees

- 5.1 To pay to the Consultant/Contractor the total sum of £(NOTE: INSERT SUM) inclusive of all disbursements
- 5.2 All amounts payable under this agreement shall be exclusive of value added tax which shall be paid at the rate and in the manner as prescribed by law
- 5.3 The Council will pay all monies due under this agreement within 30 days of the receipt of a valid VAT invoice
- 5.4 Any sums due and remaining unpaid at the expiry of 30 days after the date of issue of a valid VAT invoice in respect of a sum properly due shall bear interest at 8% over Bank of England Base Rate current at the date of issue of the invoice

6. CONFIDENTIALITY

- 6.1 Save as may be necessary in the performance of the Services under this agreement or as the Council may allow in writing the Consultant/Contractor agrees and undertakes to treat as confidential the Confidential Information and use it only for the purposes of the provision of the Services and for no other purpose and shall take all reasonable steps to see that its employees [and the Lead Consultant] do likewise
- 6.2 The Consultant/Contractor shall, and shall procure that [the Lead Consultant] its employees representatives and advisers comply with the requirements of the Council's Corporate Policy – Data Protection current for the time being

7. STATUS OF THE CONSULTANT/CONTRACTOR

- 7.1 During this agreement, the Consultant/Contractor shall be an independent Consultant/Contractor and not an agent or employee of the Council
- 7.2 Nothing in this agreement shall be deemed to create a partnership or agency relationship between the Consultant/Contractor and the Council or be deemed to authorise either party to incur liabilities or obligations on behalf of or in the name of the other

8. DEFAULT

8.1 If for any reason the Consultant/Contractor is unable to comply with any of its obligations under this agreement it shall immediately notify the Council in writing of its failure and the reasons for it. Compliance with this clause shall not prejudice the Council's rights under this Clause and Clause 9

8.2 In the event that the Consultant/Contractor is in breach of its obligations under this agreement, (including any breach of which the Consultant/Contractor may have given notice under Clause 8.1 of this agreement) without prejudice to the Council's rights to immediately terminate this agreement, the Council may issue the Consultant/Contractor with a default notice detailing the breach and requiring the Consultant/Contractor to remedy the breach upon the terms and within the times stipulated in the default notice

9. TERMINATION FOR BREACH

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately

9.1 Failure to comply with the terms of a default notice within the times stipulated in the default notice

9.2 If the Consultant/Contractor becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action because of debt

9.3 The occurrence of an event described in Clause 10

9.4 Assignment or delegation by the Consultant/Contractor of any of its obligations under this agreement to any person other than (NOTE: INSERT TEXT) without the prior written consent of the Council

9.5 Failure by the Council to comply with Clause 5 of this agreement **PROVIDED THAT** the Consultant/Contractor shall have given at least 14 days notice of its intention to do so and the Council has failed to remedy its breach within that time

10. BRIBERY ACT

The Council shall be entitled to terminate this agreement forthwith and recover from the Consultant/Contractor the amount of any loss resulting in such cancellation if the Consultant/Contractor its servants or agents with or without its knowledge has

- 10.1 Offered given or agreed to give any person financial or other advantage of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this agreement or any other agreement with the Council or for showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with the Council; or
- 10.2 Committed any offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

11. TERMINATION CONSEQUENCES

- 11.1 In the event of this agreement being determined whether by effluxion of time, notice of breach or otherwise
- 11.1.1 Each party shall return to the other all property in their possession belonging to the other party
- 11.1.2 At the request of the Council the Consultant/Contractor shall promptly:
- Destroy or return to the Council all Confidential Information and copies thereof (irrespective of the manner in which they are recorded).
 - Erase or delete any Confidential Information which the Consultant/Contractor may have entered into any computer database or other programme, and
 - Certify in writing to the Council that it has complied with the requirements of this Clause 11.1.2, provided that the Consultant/Contractor may retain documents and materials containing, reflecting, incorporating or based on the Confidential Information to the extent required by law or

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regulatory order, and to the extent reasonable to permit the Consultant/Contractor to keep evidence that it has performed its obligations under this agreement.

- 11.1.3 The Council shall pay to the Consultant/Contractor the fees and expenses due and owing to the Consultant/Contractor up to the date of termination after taking into account all monies due to the Council in accordance with 11.1.4
- 11.1.4 Where termination results under Clauses 9.1, 9.2, 9.3, 9.4, 9.5 or 10 of this agreement the Council shall be entitled to obtain the remainder of the Services from a third party and to the extent that the cost exceeds that to have been provided by the Consultant/Contractor the Council shall be entitled to recoup the same from the Consultant/Contractor together with any other costs incurred as a direct consequence of termination
- 11.2 Termination of this agreement shall not prejudice or affect any right of action or remedy which shall accrue or shall thereafter accrue to either party and that the provisions of this Clause 11 shall remain in force.

12. COPYRIGHT

- 12.1 The Consultant/Contractor hereby grants to the Council an unconditional and royalty-free as well as an irrevocable, non-exclusive licence in respect of the documents produced by the Consultant/Contractor for the purposes of this agreement ('Documents'). The Council shall be entitled to use and to reproduce any of the Documents for any purpose whatsoever connected with the Services, including the construction, advertisement, letting, sale, maintenance, repair, reinstatement, reconstruction and extension of the Services. The Council shall be entitled to grant sub-licences in the terms of this agreement.
- 12.2 The Consultant/Contractor warrants that the use of the Documents for the purposes of the Services will not infringe the rights of any third party.
- 12.3 After the termination or conclusion of the Consultant's/Contractor's employment under this agreement, the Consultant/Contractor shall supply the Council with

copies and/or computer disks or memory sticks of such of the Documents as the Council may from time to time request, and the Council shall pay the Consultant's/Contractor's reasonable costs of producing such copies and/or disks or memory sticks.

13. ACCESS FOR AUDIT PURPOSES

- 13.1 The Consultant/Contractor shall assist representatives of the Council with any audit process or investigation by allowing them unrestricted access to any records provided reasonable notice is served e.g. documentation, files, statements, literature data or any other similar material, in whatever form relating to the carrying out of the Services, including access to any premises in which such material is stored, processed or otherwise kept. Such representative shall also be entitled to take copies of any and all documentation and to access and copy computer data.
- 13.2 The Consultant/Contractor shall allow the Council's representatives to take statements from any member of the Consultant's/Contractor's staff at times within working hours in connection with an audit process or investigation. Such staff should be instructed by the Consultant/Contractor to co-operate fully with such audit process or investigation pertaining to the Services.

14. SETTLEMENT OF DISPUTES

- 14.1 If any dispute or difference shall arise between the parties as to the construction of this agreement or any matter or thing of whatever nature arising under this agreement or in connection with it then the parties shall use their best endeavours to settle the dispute between themselves
- 14.2 If the dispute is not resolved to the satisfaction of both parties the same shall be referred to a single arbitrator to be agreed between the parties and failing such agreement within 14 days of the request of one party to the other in writing that the matter be referred to arbitration. Such reference shall be to a single arbitrator appointed for that purpose on the written request of either party. The cost of the arbitration will be borne by the parties as directed by the arbitrator. Any reference to 'arbitration' under this clause shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996

15. THIRD PARTIES

15.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to the enforcement of its provisions

16. DISCLOSURE OF AND REQUESTS FOR INFORMATION UNDER THE DATA PROTECTION ACT 1998 AND FREEDOM OF INFORMATION ACT 2000

16.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to this agreement:

16.1.1 the Council shall be entitled to publish and/or release any and all terms or conditions of this agreement, the contents of any documents and/or information relating to the formation of this agreement under the provisions of the Freedom of Information Act 2000 and/or Data Protection Act 1998 as it sees fit unless such information is exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000

16.1.2 nothing contained in this agreement shall prevent the Council from disclosing and/or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this agreement unless such information is exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000

16.2 The Consultant/Contractor shall:

16.2.1 co-operate with the Council and supply to it all necessary information and documentation required in connection with any request received by the Council under the Data Protection Act 1998 and/or Freedom of Information Act 2000

16.2.2 supply all such information and documentation at no cost to the Council and within seven days of receipt of any request.

- 16.3 The Consultant/Contractor shall not publish or otherwise disclose any information contained in this agreement or in any negotiations leading to it without the Council's previous written consent unless the Consultant/Contractor is bound to publish and/or disclose such information under the Data Protection Act 1998 and/or Freedom of Information Act 2000 and such information is not exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000.

[17. HEALTH AND SAFETY

- 17.1 The Consultant/Contractor shall ensure that employees and agents shall in the course of this agreement comply with the Health and Safety at Work etc. Act 1974 (HSWA), which term shall include all Regulations, Orders, Codes of Guidance and any other supplemental Legislation, Circulars or Guidance made or issued pursuant thereto and any statutory modification or re-enactment thereof together with any Code of Guidance prepared by the Council and supplied to the Consultant/Contractor either before or during this agreement and that all persons who are at work, (as defined in that act), in connection with this agreement shall comply at all times with HSWA

- 17.2 If at any time any authorised officer of the Council considers that a breach of Health and Safety legislation exists, that officer shall:

- 17.3 Instruct the Consultant/Contractor to cease to carry out the Services (or a specified part thereof) either immediately or within a specified period or not later than a specified date or time

to instruct the Consultant/Contractor

(i) to take specified steps to secure compliance with HSWA

or

(ii) to comply with advice or requirements of the Health and Safety Executive or a proper officer thereof

- 17.4 The Consultant/Contractor shall inform the Council immediately upon complying with any such instructions and shall not recommence until instructed to do so in writing
- 17.5 The Consultant/Contractor shall not be entitled to any payment either for Services or any part of the Services not carried out whilst complying with an instruction nor for any additional costs incurred resulting from compliance to such instruction
- 17.6 The Consultant/Contractor shall ensure that suitable financial provision for health and safety is made in order to facilitate any requirement changes which may result from changes of legislation]

18. EQUAL OPPORTUNITIES

- 18.1 In all its activities carried out pursuant to this agreement the Consultant/Contractor shall comply and ensure that its agents and employees comply with:
- (i) the Human Rights Act 1998 as if the Consultant/Contractor were a public body (as defined in the Human Rights Act)
 - (ii) all Laws relating to equal opportunity including but without limitation to discrimination on the basis of age disability sex and sexual orientation, gender re-assignment, marriage, pregnancy and maternity, race religion or belief and
 - (iii) the Council's equal opportunities policies and procedures as may be adopted and amended from time to time as notified to the Consultant/Contractor

19. MISCELLANEOUS

19.1 Warranty

Each of the parties warrants its power to enter into this agreement

19.2 Receipt

The receipt of money by either of the parties shall not prevent either from questioning the correctness of any statement in respect of such money

19.3 Force Majeure

19.3.1 Neither party shall be liable to the other for any delay or non performance of its obligations under this agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: Act of God, Government act, war, fire, flood, explosion or civil commotion

19.3.2 In the event of either party being so delayed or prevented from performing its obligation such party shall give notice in writing of delay or prevention to the other party as soon as reasonably possible stating the date and extent of such delay or prevention and the cause thereof and each party shall use its reasonable endeavours promptly to meet with the other party and discuss and (if necessary) negotiate terms under which the Consultant/Contractor shall continue in a varied form and adjustments be made to the provisions of this agreement accordingly. The party whose performance has been so delayed or prevented shall resume performance of its obligations, as soon as reasonably possible after the removal of this cause and shall notify the other party. In the event that such cause continues for more than one week either party may terminate this agreement immediately on written notice to the other party

19.4 Severance

If any part of this agreement is found by a Court of competent jurisdiction or other competent Court to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this agreement which will continue to be valid and enforceable to the fullest extent permitted by law

19.5 Whole Contract

This agreement together with (NOTE: INSERT TEXT) contains the whole agreement between the parties relating to the subject matter of this agreement and

shall supersede all previous agreements between the parties relating to that subject matter

19.6 Discretion

Any exercise of discretion judgement or opinion or approval of any matter mentioned in this agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided for in this agreement

19.7 Notices

19.7.1 Any notice or other document to be served under this agreement may be delivered or sent by prepaid first class recorded delivery or registered post to the party to be served, at the address of that party identified at the head of this agreement or at any other address as either party may have notified to the other and shall be deemed to have been received by the addressee within 72 hours of posting. Any notice or document served on the Council should be addressed to the Chief Executive and sent to the address at the head of this agreement

19.7.2 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery or registered letter

19.8 Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication as to the meaning of the Clauses to which they relate

19.9 Rights Cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this agreement shall restrict or prejudice the exercise of any other right granted by this agreement or otherwise available to it

19.10 Waiver

Failure by the Council at any time to enforce the provisions of this agreement or to require performance by the Consultant/Contractor of the provisions of this agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this agreement or any part of it or the rights of the Council to enforce any provisions in accordance with this agreement

19.11 Joint and Several

All agreements on the part of the Consultant/Contractor if it shall comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties

19.12 Assignment and Transfer of Contract

The Consultant/Contractor may not delegate assign sub-licence transfer or otherwise dispose of any of its rights or sub-contract transfer or otherwise dispose of any of its obligations under this agreement without the prior written consent of the Council

19.13 General

19.13.1 Each party to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this agreement or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England

19.13.2 This Agreement may be executed in two or more counterparts each of which shall constitute an original but which when taken together shall constitute one instrument

19.13.3 Both parties hereby acknowledge that they have had an opportunity to take independent legal advice before signing this agreement

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19.13.4 Both parties acknowledge that their relationship is governed by this agreement as a legally binding agreement

19.13.5 The Consultant/Contractor as an independent is responsible for his own corporation or other tax

IN WITNESS whereof the Parties have executed this agreement as a Deed and delivered it the day and year first before written

THE COMMON SEAL OF)
EPPING FOREST DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)

Attesting Officer

THE COMMON SEAL OF)
«CONTRACTOR_COMPANY» «CONSULTANT_COMPANY»)
was hereunto affixed)
in the presence of:)

Director

Director/Secretary

Executed as a Deed)
by the above named)
«CONTRACTOR_COMPANY» «CONSULTANT_COMPANY»)
and signed by a Director and the)
Secretary (or) two Directors)

Director

DATED 201(NOTE: INSERT YEAR)

EPPING FOREST DISTRICT COUNCIL

and

«CONTRACTOR_COMPANY»
«CONSULTANT_COMPANY»

A G R E E M E N T

«Oppo_description»

«oppo_ourref»

**C O'Boyle
Director of Governance/
Solicitor to the Council
Epping Forest District Council
Civic Offices
High Street
Epping
Essex
CM16 4BZ**

