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**LONDON COUNCILS**

**INVITATION TO TENDER:**

**Intranet refresh: content management system, website development, design, hosting and support services**

**Closing Date for Tenders: 12 September 2016 (midday)**

**Contract Commencement Date: 3 October 2016**

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GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in accompanying Appendices A and B. For tenderers’ convenience, however, the following key terms, which are used throughout this documentation, are defined thus:

Contractor ‘the Contractor’ means the particular organisation appointed to provide those specific services.

Client Means London Councils, being the public body which has opted to run an open tender process to appoint a contractor.

Contract Means this specific contract which will be awarded by the Client, for the provision of marketing and advertising services.

Service or Services Means the services provided by the Contractor under the Contract.

QUESTIONS

Questions relating to this invitation to tender documentation should be submitted:

 by e-mail to Tenders@londoncouncils.gov.uk

A log will be maintained of all questions raised, which will be circulated periodically to all prospective tenderers. The final date for raising any questions is **midday on 6 September 2016.**

1. INTRODUCTION AND BACKGROUND

**Invitation To Tender for Intranet refresh: content management system, website development, design, hosting and support services**

**Introduction**

London Councils (LC) represents London’s 32 borough councils and the City of London. It is a cross party organisation that works on behalf of all of its member authorities regardless of political persuasion. London Councils makes the case to government, the Mayor and others to get the best deal for Londoners and to ensure that our member authorities have the resources, freedoms and powers to do the best possible job for their residents and local businesses.

**London Councils - current intranet**

Previously LC websites were built and managed in a single proprietary content management system: Tagish iSite. This content management system is now owned and supported by another agency since the liquidation of Tagish in 2012. The platform has reached its end of life and will be switched off at the end of the 2016 and a replacement is required quickly. Tagish is built in Classic ASP and MSSQL. London Councils needs a new intranet to replace this platform and is committed to Drupal CMS.

The intranet site is password protected but externally accessible and the new site should be the same. The intranet has 359 pages in total with a 118 provisionally identified as to be removed. The site currently has over 227 registered users. A full audit of these users will be carried out with a reduction in number expected.

The bidder will be expected to work closely with a small digital team at LC, who wishes to follow an agile, iterative approach to refreshing its digital services. The contractor will need to work with the digital agency responsible for Tagish, if possible to continue the life of the platform beyond Dec 2016 and definitely to complete the migration of audited content.

The timescale dictates that we opt for a refresh of the design and migration of content as quickly as possible. LC will carry out a content audit and update to information architecture. LC is carrying out a consultation period during August and September and requires wireframe and/or design options as soon as possible to assist this.

**Provision**

LC requires hosting, support (at least 4 hours per month required) and maintenance throughout, and for a period of one year. This will be subject to renewal following satisfactory performance. The contract will initially be for one year, commencing on  **3 October 2016** (or earlier if possible by agreement).

LC employs around 150 staff so the server requirements are small. The current intranet is hosted on an AWS T2 small server.

2. SPECIFICATION OF SERVICE

London Councils is seeking to contract a digital agency to:

* configure a Drupal content management system
* complete a redesign, redevelopment and migration of our existing intranet into the new CMS. This should happen in 2 phases
* deliver a working beta site within a three month period and by December 2016 for phase 1. This could be achieved with an off-the-shelf theme followed by a more refined CMS and design for phase 2.
* iteratively develop the website during phase 2
* offer hosting, support (at least 4 hours per month required) and maintenance throughout and for 12 months, with a possible renewal subject to satisfactory performance
* offer additional development hours included annually
* treat accessibility as an essential requirement, rather than a ‘nice to have’.

The timescales for this project are tight and London Councils are committed to having no break in service to their intranet with a working Drupal platform in place by December 2016.

The two phases are intended to run as follows:

**PHASE 1**

Covering the period from contract commencement to December 2016 this phase will focus on:

1. **produce a Technical Specification**
2. **produce an Implementation Plan**
3. **produce a Migration Plan**
4. redesigning and refreshing the London Councils intranet look and feel and providing wireframes and/or design options for internal engagement
5. relaunch the Policy Projects Database
6. launching a beta site by early December with core content
7. scope integration with LC external site

**PHASE 2:**

Covering the period from December 2016 to March 2017 this phase will focus on:

1. configuring the new CMS to LC requirements
2. improving the registration and sign up process
3. integration of intranet and LC external sites
4. an agreed UAT period with outcomes
5. launch of the full site with improved functionality, LC content governance, LC external site integration and further refinements from UAT
6. planning and scoping for a media library to be used internally at LC
7. planning and launch of a media library

**PHASE 1**

1. **TECHNICAL SPECIFICATION**

**This will outline the technical solution for this contract.**

1. **IMPLEMENTATION PLAN**

**This will detail how the bidder proposes to deliver London Councils’ specification.** LC expects options to be presented followed by a detailed Implementation Plan. **For instance** the phase 1 beta launch could be achieved with an off-the-shelf theme followed by a more refined CMS and design for phase 2.

1. **MIGRATION PLAN**

**This is a planning document on the migration of content.**

1. **REDESIGN AND REFRESH**

We expect the contractors to quickly produce examples of professional, usable design that offer a consistent and clear look and feel. The intranet should be mobile responsive. The design should be accessible to internet browser software such as screen readers and text browsers. A key requirement is for LC to be able to engage with staff quickly about the project. The contractor should be able to provide wireframes options or design options for this internal engagement in October 2016.

It is essential that there is an especially high regard given to accessibility – fulfilling AA standard, but also thinking of other ways in which we can make it a better experience for our users.

1. **MIGRATION OF EXISTING CONTENT AND LINKS TO THE CITY OF LONDON**

There are currently 359 pages in the iSite Tagish CMS in total with a large number of these identified as to be removed. The site currently has over 227 registered users. A full audit of these users will be carried out and they will be assigned new roles. A reduction in number of users is also expected.

LC has identified around 14 areas of core content based on departments and key stakeholders. We anticipate basing the site information architecture around these areas and the migration should follow this. This will also inform the beta site launch taxonomy.

LC expects a full and detailed Migration Plan with milestones and risks as one of the early outputs of the project management from the appointed contractors.

London Councils online HR and facilities functions are managed by the City of London. Our IP is allowed access by CoL so it is important this is authorised and configured in advance. Essentially these are just links other portals.

1. **RELAUNCH THE POLICY PROJECTS DATABASE**

This is a custom built database that allows users to create projects and leave reports stating progress. It also allows directors to mark projects as ‘requiring discussion/ ticked to talk’. Various levels of access which have slightly different views of the data are needed. The permissions are controlled by sub-groups module within our intranet. A replacement for this database is required. It is part of Tagish and built in ASP.net. There is no requirement for this to be built within the CMS. The log in process for this should be extremely easy to use and if possible integrated with the intranet log in.

1. **BETA SITE LAUNCH EARLY DECEMBER**

The Tagish iSite platform has reached its end of life and will be switched off at the end of 2016. To avoid a break in service LC needs a functioning beta site by December 2016. This should include:

* the core content as identified by LC migrated into a new information architecture
* new users automatically populate intranet phone book via a simple sign up process,
* a replacement for the Policy Project Database,
* user management with pre-defined roles
1. **SCOPE INTEGRATION WITH LC EXTERNAL SITE**

Whilst not a requirement for a beta launch it would be important to scope the requirements of integrating the two Drupal CMS instances. This would mean a single sign in for users so who could then publish to each site as a selected channel.

**PHASE 2**

1. **CMS REQUIREMENTS**

London Councils are committed to a Drupal CMS to match their external site CMS.

**Requirements for the CMS are described here. We expect to allow some flexibility and creativity in how these are delivered.**

1. **WORKFLOW AND PUBLISHING**

**Key requirement**

**This should be out of the box user management with pre-defined roles on a simple workflow process of Draft, Review and Publish statuses. Editors can be assigned different permission levels over types of content, parts of content and actions. People with access to approve for publishing will have a user friendly approval system with as much automation as possible.**

1. **USER MANAGEMENT**

**Key requirement**

**The digital team should have the ability to work with the database of users; to edit and add their preferences and permission levels. This could be batch actions and import/export control.**

1. **SITE REGISTRATION AND SIGN-UPS**

**Key requirement**

**Allowing users to access personalised content based on preferences chosen at sign up. They should be able to sign up to receive email notifications on chosen topics/ policy areas. See item 2, page 10.**

1. **TEMPLATES**

**Key requirement**

**Ideally the process of creating or modifying a page template should be as flexible as possible, whilst maintaining the overarching rules. If this is not possible we have identified some core templates that include but are not limited to:**

**Template: Phonebook functionality**

This should be populated by users on registration to the site. The Departmental information should be predefined in a list editable by administrators. Users should be automatically added to our Dotmailer email marketing system via API.

**Template: Event based content**

**Editors must have the ability to add date based content (e.g. committees meetings, conferences and events) to the website and to have the flexibility to determine what type of treatment the event deserves (e.g. a single page or more).**

**Template: News content**

Featured news articles organised by date with comments functionality.

**Template: Noticeboard content**

This should be a simple noticeboard template that offers users the ability to comment on topics.

**Template: Blogs**

Blogging will form part of the London Councils content so users should be able to **create a blog and attach it to the relevant area of the website. Controls over comment moderation should be simple and customisable**

**Template: Forms**

**The ability create forms is important. We require a Drupal forms module similar to that on the LC external site.**

1. **TAXONOMY/ INFORMATION ARCHITECTURE AND METADATA**

**Key requirement**

**Creating a web page or microsite will be done by a variety of editors. User should be able to easily create and move groups of webpages around the site. Menu order should be determined by drag and drop functionality. Page URL and short URLs should be easily editable. The site’s taxonomy should be easily managed.**

1. **JOB MANAGMENT**

**Key requirement**

**Jobs at London Councils need to be advertised on the site, but the application process is largely offline via an application form downloaded from the external site which then needs to be emailed in. Users should be able to publish jobs to bother the intranet and the LC external site easily. This is a requirement for phase 2 of the project**

1. **MEDIA LIBRARY**

**Key requirement**

Uploaded media: documents, audio, video, images need to be easily managed within the CMS. This should form a clear and flexible structure with a drag and drop interface. There should be an efficient search with filters for title, author, date published etc. Admins should be able to see content that is not attached to any web pages (and therefore potentially orphaned/ not required). Admin users will be able to see useful previews of the files. Admin users will be able to browse large numbers of files easily. Possibility of making part of the media library visible from the front end of the site for internal use should be explored as part of phase 2.

1. **AUDITING AND VERSION CONTROL**

**Key requirement**

This should automatically apply version control metadata to resources (pages). It should allow specific users/roles to search for specific versions by an audit trail. Specific users should be able to easily ‘roll’ back and forward between versions. It should be easy to ‘instantly’ remove specific content.

1. **DOCUMENTATION**

**Key requirement**

We have many website editors both within our organisation and in partner organisations. Therefore we need comprehensive documentation to the CMS solution, provided contextually. This should include:

* Full online documentation of administrative process and best practice will be displayed to all editors within contextual help as well as in a searchable format
* This contextual help should ideally be editable by London Councils where appropriate.
1. **REGISTRATION AND SIGN UP PROCESS**

Our current sign in process is problematic. We lose a high number of users at the log in screen. Smoother authentication, log in, registration and password request processes are required.

Users should be automatically added to our intranet phonebook upon signing up.

**London Councils uses DotMailer e-marketing, therefore any site registrations and email permissions will also need to be automatically updated on DotMailer solution by integrating a two way registration system using their API.**

1. **INTEGRATION WITH LC EXTERNAL SITE**

The phase 1 scoping exercise will determine the viability of this.

1. **AGREED UAT PERIOD**

The agreed period(s) of UAT will allow feedback on the beta site quickly and iteratively. This could take the form of defined intranet champions with predetermined roles and access rights reviewing content on a red, amber, green status. They will then carry out basic content changes. In doing this they will also be asked to make notes on information architecture, site search, design usability and user personalisation ideas. LC communications staff will review wider site functionality against a checklist and report back to the contractor. The phase 2 launch of the site should build upon all lessons le

1. **FULL SITE LAUNCH**

This will be a launch of the full site with improved functionality, content governance, external site integration and further refinements from the UAT period.

1. **MEDIA LIBRARY PLANNING**

LC has folders of images on internal drives. These are not easily searched by officers within the organisation. If the intranet media library can be based around a clear and flexible structure with a drag and drop interface and powerful metadata LC would like to explore the option of using this as its main image library.

1. **MEDIA LIBRARY LAUNCH**

The scoping exercise will determine the viability of this.

**MANAGEMENT**

The project manager is Oliver Hannan, E-Communications Manager, telephone: 020 7934 9759. The project team will include the **Director of Communications, Communications Manager and Communications Assistant.** Day to day contact during the tender process will be via Oliver Hannan, to whom any queries should be addressed (full contact details are on page 13).

**REPORTING PROCEDURES**

We will require:

* An initial extended face to face meeting to scope the project
* **A Technical Specification outlining the technical solution**
* An Implementation Plan on how the bidder proposes to deliver the specification
* A Migration Plan detailing how the transfer of content
* Daily verbal or email updates on the project throughout phases one and two
* Weekly written Progress Reports with projects highlights, risks, dependencies and due and overdue actions throughout phases 1 and 2
* A monthly face to face meeting
* A written Evaluation Report at the end of the phase 1
* An extended face to face meeting to scope phase 2
* A written Evaluation Report at the end of the phase 2

**TIMETABLE**

**All times are indicative.**

|  |  |
| --- | --- |
| **Activity** | **Date**  |
| Deadline for receiving quote | 12 September 2016 (midday) |
| Contractors informed of outcome | 23 September 2016 |
| Standstill period – 10 days  | Until 3 October 2016 |
| Finalise contract | w/c 3 October 2016 |
| Contract awarded | w/c 3 October 2016 |
| Technical Specification agreed - Phase 1 | 17 October 2016  |
| Build started (end TBC) – Phase 1 | w/c 17 October 2016 |
| Server preparation started – Phase 1 | w/c 17 October 2016 |
| Initial design/wireframes for staff - Phase 1 | w/c 24 October 2016 |
| Implementation Plan and Migration Plan agreed – Phase 1 | 31 October 2016 |
| Server preparation finished. Content migration started - Phase 1 | w/c 31 October 2016 |
| Content migration finished and initial UAT started - Phase 1 | w/c 14 November 2016 |
| Beta design and content made available to LC staff – Phase 1 | w/c 28 November 2016  |
| Beta site sign off – Phase 1 | 12 December 2016 |
| Beta launch – Phase 1 | w/c 12 December 2016 |
| Second UAT period started - Phase 2 | w/c 19 December 2016 |
| **Christmas** |  |
| Full CMS specification testing begins – Phase 2 | w/c 9 January 2017 |
| Second UAT period finished - Phase 2 | w/c 13 February 2017 |
| Full site sign off and launch – Phase 2  | w/c 20 February 2017 |
| Planning media library – Phase 2 | w/c 27 February 2017 |
| Launch media library – Phase 2 | w/c 20 March 2017 |

**The two phases the project are estimated to be six months from the contract start date. The maintenance and server provision will be for 12 months.**

**BUDGET PLANNING**

There is a budget of over £25,000 to £54,000.

All rates provided should be inclusive of all disbursements and any other costs or expenses necessary for the proper delivery of the contract.

**REQUIREMENTS OF CONTRACTORS**

Interested parties should complete **Appendix B: Tender Submission Document.** **EQUAL OPPORTUNITES**

The successful contractor will be required to comply with London Councils’ Equal Opportunity Policy and bidders should complete and submit the Equal Opportunities Questionnaire with their tender submission. This can be found in Appendix B

**FORMAT OF TENDER**

If you wish to apply, three (3) paper copies of your tender response should be sent to London Councils to arrive by **Midday 12 September 2016.** The envelope should be plain without any reference to the tenderer and marked: “Tender Application”. As London Councils will be photocopying your response, please send one unbound copy. Responses should be sealed, clearly marked **for the attention of Frank Smith** and sent to the following address:

London Councils

59½ Southwark Street

London

SE1 0AL

Electronic versions of the tender will be accepted – however these are to be received **in addition to** the 3 hard copies. Please allow for receipt of electronic tender to occur over a full working day. Tenders may also be sent by e-mail to: Tenders@londoncouncils.gov.uk, however they MUST also be received by the above mentioned due date and time. 3 hard copies MUST also be provided by the specified due date and time. E-mailed tenders will not be accepted in isolation.

If necessary, you may seek clarification on the tender process or the specification by contacting **Oliver Hannan** on **020 7934 9759** or by email at oliver.hannan@londoncouncils.gov.uk. However it is not possible to seek any additional information on the specification. Enquiries will not be answered if received within **3** days of the date for submissions of Tenders. Tenderers should note that responses to each enquiry will be copied to all organisations tendering (though will not identify the originator of the enquiry). On no account before the tender opening date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation To Tender unless London Councils redirects the enquiry.

3. EVALUATION OF TENDERS

PROCEDURE

**The Tendering Process**

Tenders should be completed in full and must be strictly in accordance with the tender submission document.

All documents must be submitted in English. All prices and rates should be quoted in pounds sterling.

If you are aware that the submission of tender may give rise to a potential conflict of interest please inform the London Councils officer, Oliver Hannan. A conflict of interest may arise where you are related to a member or staff officer of London Councils or you have privileged information about the organisation that places you at an unfair advantage over other competitors in the bidding process.

EVALUATION OF TENDERS

In order to be transparent, and in order that tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any tenderer not understand any element, they should in first instance make contact with the Client as per the contact details on Page 3.

The following price and non-price weightings will be used to determine the most economically advantageous tender:

* Method Statements << 80 points >>
* Pricing Schedule << 20 points >>

Please note that throughout the evaluation process, the right is reserved to seek from tenderers additional information or clarification at any stage.

Method Statements (80 points)

Tenderers are asked to provide a number of method statements in the Tender Submission Form, which are intended to explain how they will meet the requirements of the service. There are 6 method statements in total.

Each method statement will be scored on a scale of 0 to 3 points, in accordance with the following scheme:

|  |  |
| --- | --- |
| 0 points = | Poor or unsatisfactory response giving rise to serious concerns about the relevant aspects of the service, or no response given. |
| 1 point = | Weak response suggesting there may be shortcomings of a less serious nature in the relevant aspect of the service |
| 2 points = | Adequate response suggesting that the specification is likely to be met, albeit only just. |
| 3 points = | Good response suggesting the specification will be satisfactorily met in all relevant respects. |

If a tender scores ‘0’ against any one or more method statements, this will give grounds for excluding that tender from any further consideration. It should be noted that each method statement has also been assigned a relative importance weighting, on a scale of 1 (the lowest) to 3 (the highest), to reflect its significance in the evaluation. See Appendix B for more details.

Pricing Schedule (20 points)

Tenderers’ price scores will be calculated based upon the lowest price submitted by tenderers. The tenderer with the lowest price will be awarded the full score of 100, with the remaining tenderers gaining pro-rated scores in relation to how much higher their prices are when compared to the lowest price.

AWARD OF CONTRACT

Upon conclusion of the evaluation, the scores for ‘pricing Schedule’ and ‘method statements’ will be combined to give a total score out of 100 points, and the Tenderer with the highest number of points will be awarded the Contract.

The Tenderer to be offered the Contract will be advised accordingly via e-mail and letter. Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tenders, based on the evaluation criteria described above.

Tenderers whom it is proposed will not be offered the Contract will be advised of this via letter and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

**ACCEPTANCE OF TENDER**

The Client does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal Contract will be entered into between the Client and the successful tenderer. A copy of the terms and conditions can be found in **Appendix A**. London Councils does not accept suppliers’ terms and conditions.

4. RULES OF TENDER

GENERAL

1. In submitting a proposal in response to this Invitation to Tender, tenderers do so on the conditions specified or referred to herein and on the following express conditions.
2. Tenderers should consider only the information contained within this Invitation to Tender, the briefing event or otherwise communicated in writing to tenderers, when making their offer.
3. Information supplied by the Client (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Client cannot accept responsibility for any inaccurate information obtained by tenderers.
4. Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.
5. The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
6. Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.
7. The Client shall not be liable for, or pay any direct or indirect costs howsoever incurred by any tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations, demonstrations or by any tenderer who fails to respond by the deadline set.
8. Any genuine mathematical error discovered in the pricing of tenders shall be dealt with in accordance with Alternative 1 of the JCT Practice Note 6 – Main Contract Tendering.

TERMS AND CONDITIONS

See Appendix A

CANVASSING

1. Tenderers must not, in connection with this mini-tendering process under the Framework Agreement:
	1. Offer any inducement, fee or reward to any member or officer of any of the organisations constituting the Pro5 group of professional buying organisations, or any of the member authorities of those organisations or the Client.
	2. Do anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
	3. Canvass any of the persons referred to in a) in connection with the Contract; or
	4. Contact any member or officer of Pro5 or the Client, except as authorised by this Invitation for the purpose of asking genuine questions about the process or the tender.

VARIATION AND QUALIFICATION

1. Whilst the Client is prepared to give consideration to any changes of a minor nature, it is not prepared to accept any material changes to the Terms and Conditions. Tenderers who wish to propose any minor changes to the Terms and Conditions should detail such variation or qualification in Appendix B (Qualification of Offer Section). Tenderers should bear in mind, however, that the acceptability or otherwise of any such variation will be at the sole and final discretion of the Client.

FREEDOM OF INFORMATION ACT

1. Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.
2. Tenderers should state in **Appendix B** (FOI Section) if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. Tenderers should state why they consider the information to be confidential or commercially sensitive.
3. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.
4. It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

**Government Transparency Initiative** – **Publication of Tender Documents and Contracts**

1. The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish on line all tender documents for new contracts valued over £500 and the resulting contracts. Bidders tendering for this contract should be aware that if their tender is successful information about the resulting contract will be published and the documents made available to those requesting them. In some cases, limited redactions will be made.

**TENDERERS’ RESPONSIBILITY TO SUBMIT COMPLETE TENDER**

1. It is the tenderer’s responsibility to ensure that their submitted tender documentation is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Client is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Client may offer a tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Client this does not adversely affect the integrity and fairness of the tender exercise.

 5. PREPARATION AND SUBMISSION OF TENDERS

TENDER DOCUMENTS

Organisations wishing to tender should complete all of the documentation provided in the Tender Submission Form (**Appendix B**). The documentation comprises the following items:

* Contact Details.
* Form of Tender.
* Suitability Assessment Questionnaire.
* Response to Specification (Method Statements).
* Pricing Schedule.
* Qualification of Offer.
* Freedom of Information Schedule.
* Equal Opportunities Questionnaire.

SUBMISSION OF TENDERS

In preparing a tender using an electronic copy, please do not make any changes to the text of the documentation supplied to you. Your tender will be evaluated on the basis that no changes have been made.

Return **THREE** paper copies and **ONE** electronic copy via email. Tenders must be submitted to the address and by the closing date given below.

RETURN ADDRESS AND CLOSING DATE FOR TENDERS

Tenders should be returned to:

Frank Smith

London Councils, 59½ Southwark Street, London, SE1 0AL

Tenders@londoncouncils.gov.uk

Tenders must be received by:

In the top left hand corner of your envelope / package, write: ‘Intranet refresh: content management system, website development, design, hosting and support services’ and ‘Return Date: 12 September 2016 (midday). The tender must be sealed, and not bear any mark identifying the name of the Tenderer. If courier or other special delivery services are used, Tenderers must ensure that the outside of any additional packaging bears the word ‘TENDER’.

Your tender return envelope should thus look like this:

|  |
| --- |
| Tender: **Intranet refresh: content management system, website development, design, hosting and support services**Return Date: **12 September 2016 (midday)**London Councils59½ Southwark StreetLondon, SE1 0AL |

MISCELLANEOUS

Tenders submitted after the time and date shown will be rejected and returned to the tenderer, unless clear evidence of posting (by first class post on a day preceding the closing date) is available. Late tenders despatched other than by post will be automatically rejected.

Tenders must not be submitted by fax or e-mail.

Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 90 days from the return date.

**APPENDIX A**

**LONDON COUNCILS CONDITION “F1” (SERVICES) 2013 EDITION**

1. **DEFINITIONS & INTERPRETATION**
	1. In this Agreement the following words and phrases will where the context so permits have the meaning or meanings ascribed to them. The Interpretation Act 1978 will apply to all other expressions herein contained:
2. **Agreement** means these conditions, the Order and any other document referred to in the Order;
3. **Apprenticeship** means course of training relevant to the Services being provided;
4. **the LC** means London Councils, 59½ Southwark Street, London SE1 0AL;
5. **Consultant** means the firm, company, or individual being the counterparty to the LC named in the Order;
6. **Deprived Area** means any borough, district or other local government area (defined as such in the law of any member state of the European Union) defined as “most deprived” in the English Indices of Deprivation 2010, as published from time to time, by the Department of Communities and Local Government (DCLG), or in any similar or equivalent index or table as maybe published from time to time, by any central or local government or public body in any member state of the European Union;
7. **Order** means the letter or CBIS order issued by the LC (into which these conditions are incorporated by reference) instructing the Consultant to provide the Services;
8. **Policies of the LC** means respectively the Standing Orders, Financial Regulations, Procurement Regulations 2012 (as may be amended from time to time) and Equal Opportunities Policy of the LC, currently in force, copies of which can be obtained from the Supervising Officer;
9. **Services** means those services as set out on or referred to in the Order;
10. **Stage** means any stage or point of progress in the execution of the Services if any as will be set out and so defined in the Order; and
11. **Supervising Officer** means the person named in the Order or any person designated or nominated by the LC in writing as its representative, in relation to instructions to, and receipt of information, documents, etc. from the Consultant under this Agreement.
	1. Headings are for information only and do not form part of this Agreement.
	2. A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, enforceable EU Legislation, Code of Practice or the like will include reference to any amendment or re-enactment of the same.
	3. Words importing the masculine gender include the feminine gender; words in the singular include the plural and vice versa and words importing individuals will be treated as importing corporations companies and/or partnerships and vice versa.
	4. The terms of this Agreement will be the sole terms applying to the Agreement and all other conditions of contract, or terms of trade, supplied by the Consultant are specifically excluded and do not amend, or in any way displace the conditions of this Agreement.
12. **SERVICES**
	1. The LC engages the Consultant and the Consultant agrees to carry out the Services subject to and in accordance with the terms of this Agreement.
	2. The Consultant will provide suitably qualified personnel to carry out the Services using all reasonable skill, care and diligence having regard to current knowledge, information and good practice.
	3. The Consultant will in the execution of the Services take account of any Statute, Statutory Instrument, Byelaw, relevant British Standard or equivalent European Standard or other mandatory requirement or Code of Practice and the Policies of the LC, which may be in force, or come into force, during the execution of the Services.
	4. The Consultant will collaborate and work in consultation with any other consultants or contractors appointed now, or at any time by the LC, during the provision of the Services.
	5. The Services will be performed by the Consultant within the time limit stated in the Order (or if none stated, within a reasonable time)
	6. If the Services set out in the Order are set out in Stages, the Consultant will not proceed with any Stage without the written authority of the Supervising Officer.
	7. The Consultant will, if so required, attend upon a Committee of the LC, or any statutory or public body, on any matter concerning the Services and will attend any meetings called by the Supervising Officer, make such reports concerning the Services as the Supervising Officer may reasonably require.
	8. The LC will be relying upon the Consultant’s skill and expertise in the provision of the Services and also upon the accuracy of all statements made and advice given by the Consultant in connection with the provision of the Services and the accuracy of any documents, reports or other materials drawn up or created by the Consultant in relation to the same, subject always to the Consultant’s obligations set out in Clause 2.2.
	9. The Consultant shall, if instructed in writing by the Supervising Officer to do so, carry out tasks that are additional to the Services (**Additional Services**). The Consultant may be remunerated for the provision of Additional Services by a pre-agreed lump sum figure in writing, or in the absence of such an agreement on an hourly basis in accordance with the rates set out in the Order. Any such instruction shall only be regarded as valid and in accordance with this Agreement if it is headed “Additional Services”.
	10. Where the Consultant is to be paid under Clause 2.9 for carrying out Additional Services at an hourly rate the LC will only be obliged to consider applications for such payments where they are supported by duly completed timesheets in accordance with the format set out in Appendix 1.
	11. The Consultant shall only be entitled to receive additional payments where it has received a written instruction from the Supervising Officer strictly in accordance with Clause 2.9.
13. **PAYMENT**
	1. In consideration of the Consultant carrying out the Services to the LC’s satisfaction, the LC will pay to the Consultant fees upon the basis agreed between the parties and contained in the Order together with any correctly charged V.A.T. that is applicable.
	2. Where it is agreed that Stage payments are to be made to the Consultant by the LC, these payments shall be made at intervals, or on the dates set out in the Order which shall be the payment due date in this Agreement. Payment for the Services and any Additional Services will, unless otherwise agreed in writing, be made by the LC within 28 days of receipt of a valid invoice and fee account (accompanied by detailed timesheets where requested or such other supporting evidence as may be reasonably requested by the LC) which shall be the final date for payment under this Agreement.
	3. Without waiver, or limitation, of any rights or remedies the LC will be entitled to withhold, deduct or set-off from any amounts due or owing by the LC to the Consultant in connection with this Agreement any losses, costs or damages arising from the Consultant’s breach of this Agreement, or any other agreement, subject always to the LC giving the Consultant written notice not later than 7 days before the final date for payment of the amount due, which will specify any amount proposed to be withheld, deducted or set-off, the ground or grounds for such withholding and/or deduction.
	4. The consideration payable to the Consultant will be subject to audit by the LC and the Consultant will upon request make available all accounts records and other documents reasonably required for such purpose.
14. **INSURANCE & INDEMNITY**
	1. The Consultant will have and keep in force Professional Indemnity insurance and Public Liability insurance and if applicable Employer’s Liability Insurance to cover any claim made against them by the LC in relation to their Services including (but not limited to) any loss arising out of the breach of Clause 2 and will produce to the Supervising Officer premium renewal receipts relative to such policies of insurance or other suitable proof of cover upon request.
	2. Unless the Order provides otherwise, the insurance required in Clause 4.1 will be for a sum of not less than £1,000,000 (one million pounds) each and every claim in respect of Professional Indemnity insurance and £2,000,000 (two million pounds) in respect of Public Liability insurance and £5,000,000 (five million pounds) in respect of Employer’s Liability Insurance.
	3. The Consultant will indemnify the LC against any claims for loss or damage to property or injury or death to any person arising directly out of their obligations and the performance of the Services.
15. **INTELLECTUAL PROPERTY RIGHTS**

**5.1A** Where the Order states that Clause 5.1A applies, upon completion of the Services or earlier termination of the Consultant’s engagement under Clause 16, all of the documents including but not limited to reports, recommendations, expert witness reports, documentary evidence, advertising materials, databases, sketches, drawings, designs, logos and other documents and information in any way specifically prepared by the Consultant in connection with the Services whether or not in existence prior to the commencement of the Services pursuant to the present Agreement (**the Documents**), will immediately be delivered to and become the property of the LC in all respects and the Consultant hereby assigns full copyright and future copyright and all other intellectual property rights in said Documents to the LC.

**5.1B**. Where the Order states that Clause 5.1B applies, upon completion of the Services or earlier termination of the Consultant’s engagement under Clause 16, all of the documents including but not limited to reports, recommendations, expert witness reports, documentary evidence, advertising materials, databases, sketches, drawings, designs, and other documents and information in any way specifically prepared by the Consultant in connection with the Services whether or not in existence prior to the commencement of the Services pursuant to the present Agreement (**the Documents**) will immediately be delivered to the LC and the Consultant hereby grants to the LC an irrevocable non-fee paying exclusive licence for the use thereof for whatever purpose related to the Services or the future support and development of the Services or any project or delivered product arising out of the Services and in whatever medium the LC deems appropriate.

**5.2** In addition to the assignment/licensing of copyright in the Documents and notwithstanding any other provision of this Agreement, the Consultant will on completion of the Services or earlier termination of the Consultant’s engagement under Clause 16, assign and transfer all database rights, patents, registered and unregistered designs, logos, internet domain names, business or trade names and registrations, and all registered and unregistered trademarks, (and any applications for registration therefor if any) specifically prepared for the LC under this Agreement or for the purposes of entering into this Agreement.

**5.3** In addition to the assignment/licensing and assignment of the intellectual property rights under Clauses 5.1 and 5.2 above, the Consultant hereby grants to (or shall procure for the benefit of) the LC, a non-exclusive licence to use for whatever purpose and in whatever medium the LC deems appropriate all background and third party information and materials (**the Materials**) in any way used by the Consultant in preparation of the Documents and any of the rights, names or marks provided above and will immediately deliver copies of such Materials to the LC.

**5.4** The Consultant shall where necessary for the on-going use of the delivered product or the Services, grant to (or shall procure for the benefit of) the LC a non-exclusive licence to use their or appropriate third party logos, trademarks and other intellectual property together with all appropriate hosting agreements, websites and other software in accordance with agreed guidelines or conditions for the purposes of the Services and any on-going project as set out or referred to in the specification of the Services.

**5.5** The Consultant acknowledges that Copyright and all other intellectual property rights in the Contract Documents including the LC's requirement/specification/design brief as referred to in the specification of the Services including all documents and materials together with any images, designs, logos and layouts and all patents, domain names, business or trade names and trademarks (whether registered, unregistered, applied for or pending or otherwise) and all other intellectual property rights included therein, shall at all times remain vested in the LC or other owners and the LC hereby grants to the Consultant a limited license to use such LC’s requirement/specification/design brief Documents and Materials etc. solely for the purposes of providing the Services to the LC and for no other purpose whatsoever.

**5.6** The Consultant acknowledges that the LC may withhold any sums due under this Agreement if the Consultant fails to comply fully with the provisions of this Clause 5 until such time as the Consultant so complies.

**5.7** The Consultant warrants that it has power and necessary authority to enter into this Agreement and to grant the rights and licences in the Documents and Materials and that the use of the aforesaid Documents and Materials will not breach any third party intellectual property rights.

1. **BRIBERY**
	1. The Consultant shall comply at all times with the provisions of the Bribery Act 2010, in particular Section 7 thereof in relation to the conduct of its employees, or persons associated with it.
	2. The Consultant warrants that, at all times, it shall have in place adequate procedures designed to prevent acts of bribery from being committed by its employees or persons associated with it, and shall provide to the LC at its request, within a reasonable time, proof of the existence and implementation of said procedures.
	3. The LC shall be entitled by notice to the Consultant to terminate the Consultant’s engagement under this or any other contract with the Consultant if, in relation to this or any other such contract, the Consultant or any person employed by him or acting on his behalf shall have committed an offence in relation to the Bribery Act 2010.
2. **DISCRIMINATION**

The Consultant shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or Schedules 6 and 8 of the Employment Equality (Age) Regulations 2006.

**8. SUSTAINABLE DEVELOPMENT COMMUNITY BENEFIT AND TRAINING**

**8.1** Where indicated in the Order, the Consultant shall use its reasonable endeavours to procure at least 10% of the value of any supplies, services and works from sub-consultants and/or suppliers whose businesses have registered offices, (or seats of business as this latter term may be defined in the law of any member state of the European Union) in a Deprived Area(s) located in areas contiguous to the boundaries of the LC;

**8.2** For the purposes of this Agreement the figure of 10% referred to in Clause 8.1 has been calculated as a percentage of the fees referred to in Clause 3;

**8.3** The Consultant shall, from time to time, if requested, produce written evidence to the LC of its compliance with the target set out in Clause 8.1;

**8.4** The Consultant acknowledges being aware generally of the European Union initiatives in matters of training skills and apprenticeship and more particularly with the requirements of the Apprenticeships, Skills, Children and Learning Act 2009 in matters relating to the creation of Apprenticeships Frameworks and the issuing of Apprenticeships Certificates and the wider social issues relating thereto. In the event that the Contract Documents require any particular education and/or skills training to be made available and/or undertaken as part of the Services, the Consultant will ensure that it is made available or undertaken.

**8.5** Where there is no such particular requirement, the Consultant is encouraged by the LC to ensure that appropriate training and opportunities for education, including (if appropriate) the provision of Apprenticeships, is available to its employees.

**8.6** The Consultant is encouraged to suggest economically viable methods of procuring the Services or the subject thereof which, if instructed by the LC, may result in an improvement in environmental performance in the carrying out of the Services or the subject thereof.

**9. ASSIGNMENT, SUBCONTRACTING & THIRD PARTY RIGHTS**

**9.1** The Consultant will not unless permitted, in writing, by the Supervising Officer and on terms acceptable to the LC, sublet to, or sub-contract with any third party for all, or any part, of the Services.

**9.2** The Consultant will not assign, or transfer, the benefit, or obligations of this Agreement, or any part of them.

**9.3** Notwithstanding any other provision herein contained, nothing in this Agreement confers, or purports to, confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party to this Agreement.

**10. CONFIDENTIALITY/PUBLILC**

**10.1** The Consultant will keep confidential all information obtained under or in connection with the Services (**Confidential Information**) and will not divulge the same to any third party without the written consent of the LC.

**10.2** The Consultant will divulge Confidential Information only to those employees who are directly involved in the Services or are engaged in support of them and will ensure that such employees are aware of, and will comply with, these obligations as to confidentiality.

**10.3** The Consultant will not advertise, or publicly announce that it is undertaking work for the LC, nor will it make any press release, or statement, without the prior written consent of the Supervising Officer.

**10.4** The Consultant agrees and warrants that without the prior express written consent of the LC it will not:

* 1. use for its own benefit or otherwise exploit any Confidential Information as referred to in Clause 10.1 above nor divulge to any other party that the Consultant is intending to, or has tendered for, or been appointed to perform, the Services;
	2. disclose any Confidential Information, in whole or in part, to any third person, firm, LC or other such similar entity or otherwise use such information to the detriment of the LC for example, but not limited to, the pursuit of a business opportunity;
	3. use the Confidential Information for any purpose whatsoever other than that for which the Consultant is specifically given access; or
	4. use the Confidential Information for any illegal, or immoral purposes.

**10.5** The Consultant will take all reasonable precautions necessary to safeguard the personal nature of the Confidential Information and will advise and inform its personnel and agents to strictly observe such obligations.

**10.6** All notes, data, reference materials in any way incorporating, or reflecting, any of the Confidential Information will belong exclusively to the LC and the Consultant agrees to turn over all copies of such materials in its control to the LC upon request, or upon completion of the Services, or upon termination of the Consultant’s engagement under this Agreement.

**11. DATA PROTECTION**

**11.1** The LC is registered to process personal data under the Data Protection Act 1998. The Consultant acknowledges this and will, in the event that the Services require it to process personal data:

1. comply in all respects with the Data Protection Act 1998 and do nothing to cause the LC to fail in its obligations under the same;
2. only process or be granted access to Personal Data (**Personal Data**) in accordance with the applicable data protection laws in the United Kingdom and the terms of this Agreement and for the purposes of performing its obligations and/or exercising its rights under this Agreement, and if processing Personal Data on behalf of the LC the Consultant will only act in accordance with instructions from the LC;
3. warrant that it has in place and undertake to maintain throughout the term of the Agreement appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage, or disclosure of personal data, that are satisfactory to the LC, and adequate security programmes and procedures to ensure that unauthorised persons do not have access to the personal data or to any equipment used to process personal data; and
4. take reasonable steps to ensure the reliability of personnel having access to the LC’s Personal Data, and ensure that such personnel are fully aware of the measures to be taken when processing the LC’s Personal Data.

**11.2** In the event that the Consultant receives a written request from the LC for information about, or a copy of, the LC’s Personal Data, the Consultant will supply such information or data to the LC within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 14 days from the date of the request.

**11.3** The LC remains solely responsible for determining the purposes and manner in which the LC’s Personal Data is to be processed. The Consultant will not share any of the LC’s Personal Data with any sub-consultant or third party unless there is a written contract in place which requires the sub-consultant or third party to:

1. only process the LC’s Personal Data in accordance with the LC’s instructions to the Consultant; and
2. comply with the same data protection requirements that the Consultant is required to comply with under this Agreement.

**11.4** The provisions of this Clause 11 will continue in perpetuity.

**12. FREEDOM OF INFORMATION**

**12.1** In the event that the LC receives a request in connection with the Freedom of Information Act 2000 or the Environmental Information Regulations 2004:

1. the Consultant will use reasonable endeavours to assist the LC, at no additional charge and within such timescales as the LC may reasonably specify, in meeting any requests for information in relation to this Agreement or the Services which are made to the LC; and
2. the LC will, wherever reasonably practical, consult with the Consultant before disclosing information that relates to the Consultant.

**12.2** All information provided or assistance rendered by virtue of the Consultant’s obligations under this Clause 12 shall be part of the Consultant’s general obligations to the LC and shall be at no cost to the LC.

**13. NOTICES**

Any demand notice, or other communication, required to be given hereunder will be sufficiently served if served personally on the addressee, or if sent by a pre-paid first class special delivery post, or by facsimile transmission to the registered office, or last known address of the party to be served with it and if so sent will subject to proof of the contrary, be deemed to have been received by the addressee on the second business day after the date of posting, or on successful transmission as the case may be.

**14. WAIVER**

Failure by the LC at any time to enforce the provisions of the Agreement, or to require performance by the Consultant of any of the provisions of the Agreement, will not be construed as a waiver of any such provision and will not affect the validity of the Agreement, or any part of the Agreement, or the right of the LC to enforce any provision in accordance with its terms, at any time.

**15. SEVERANCE**

If any provision in the Agreement will become void, voidable or unenforceable by virtue of the coming into force of any statute or other mandatory legislation or in the event of any provision being declared by any court of competent jurisdiction to be such, then and in such event, the balance of the Agreement will remain in full force and effect.

**16. TERMINATION**

**16.1** The Supervising Officer may terminate the Consultant’s engagement under this Agreement by written notice, such notice being effective immediately, in the event of any of the following occurrences:

1. If the Consultant refuses, or neglects, to execute the Services, or any part of them, or commits any breach of any obligation imposed upon it by this Agreement, or refuses, or neglects within a reasonable time to comply with any instructions given to it by the Supervising Officer; or
2. If the Consultant refuses or neglects to comply with the Policies of the LC, or any provisions of such Policies, or commits any breach of any obligation imposed upon the Consultant by such Policies, or refuses, or neglects within a reasonable time to comply with any instructions given to the Consultant by the LC in regard to such Policies; or
3. If the Consultant being an individual or a partnership has a petition for bankruptcy presented to the courts becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of himself or his firm for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 as amended, by the Enterprise Act 2002, or where an application for bankruptcy is made against any individual partner of the firm, or where the partnership has a provisional liquidator receiver, or manager of its business duly appointed, or where the partnership is dissolved save for the purposes of bona fide reconstruction on terms acceptable to the LC, or where a substantial change in the partners occurs; or
4. If the Consultant being a company has an application made under the Insolvency Act 1986 as amended by the Enterprise Act 2002 in respect of its company to the court for the appointment of an administrator, or having a winding up order made, or a resolution passed (except for the purposes of amalgamation or reconstruction on terms acceptable to the LC) for voluntary winding up, or having a provisional liquidator, receiver, or manager of its business, or undertaking duly appointed or having an administrative receiver as defined in the Insolvency Act 1986 as amended, by the Enterprise Act 2002, appointed, or having possession taken by, or on behalf of, the holders of any debentures secured by a floating charge; or
5. In the event of any substantial change in legal status, or of circumstances occurring which will materially affect the contractual relationship between the parties, or the rights of the LC to sue, or otherwise recover monies due, or enforce any other right arising under this Agreement which for the purposes of this Agreement has not been agreed between the parties; or
6. If at any time progress on any part of the Services appears to the Supervising Officer to be unnecessarily delayed by any cause within the reasonable control of the Consultant and such delay and the cause of it if capable of remedy shall not be remedied within 7 days after an instruction in writing requiring the same is given to the Consultant by the Supervising Officer.

**16.2** If the LC at any time in its absolute discretion wishes to abandon, defer, delay, postpone or substantially modify the provision of the Services, the LC may give written notice to terminate the Consultant’s engagement or suspend the whole or any specified part of this Agreement with immediate effect.

**16.3** If the LC terminates the Consultant’s engagement under Clause 16.2, the LC will pay to the Consultant:

1. at the conclusion of any agreed Stage of the Services such sum as will have been agreed upon the execution of this Agreement to represent the consideration due for the completion of any such Stage; or
2. where no Stages have been defined, or in the event of termination at a time when any Stage is part performed by the Consultant, such proportion of the consideration for either the Services, or the part performed Stage of the Services, as the Supervising Officer, acting reasonably, determines represents a fair proportion of the consideration due to the Consultant, in accordance with the Order for the Services authorised by the Supervising Officer and performed by the Consultant.

**16.4** Termination of the Consultant’s engagement or completion of the Agreement will not prejudice any rights and remedies of the LC and the Consultant that may have accrued before such termination, or completion, or prejudice the right of either party to recover any amount outstanding at such termination, or completion.

**17. AUDIT**

**17.1**. During the course of the Services and for a period of 6 years following practical completion, the LC may conduct or be subject to an audit for the following purposes:

1. to verify the accuracy of the fees paid to the Consultant (and proposed or actual variations to it in accordance with this Agreement) and/or the costs of all suppliers (including sub-contractors) for the Services;
2. to review the integrity, confidentiality and security of any data relating to the LC;
3. to review the Consultant's compliance with the Data Protection Act 1998 or any other applicable legislation;
4. to review any records created during the course of the Services;
5. to review any books of account kept by the Consultant in connection with the provision of the Services;
6. to carry out the audit and certification of the LC's accounts;
7. to carry out an examination pursuant to the Audit Commission Act 1998 (as amended) or the Local Government Act 1999 (as amended) and any other legislation applicable to the economy, efficiency and effectiveness with which the LC has used its resources;
8. to verify the accuracy and completeness of any reports delivered or required by this Agreement.

**17.2**. Except where an audit is imposed on the LC by a regulatory body, the LC may not conduct an audit under this Clause 17 more than once in any calendar year.

**17.3.** The LC shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Consultant or delay the provision of the Services.

**17.4.** Subject to the LC's obligations of confidentiality, the Consultant shall on demand provide the LC and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

1. all information requested by the above persons within the permitted scope of the audit;
2. reasonable access to any sites controlled by the Consultant and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
3. access to the Consultant's personnel.

**17.5**. The LC shall endeavour to (but is not obliged to) provide at least 14 days’ notice of its or, where possible, a regulatory body's, intention to conduct an audit.

**17.6**. The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Consultant in which case the Consultant shall reimburse the LC for all the LC's reasonable costs incurred in the course of the audit.

**17.7**. If an audit identifies that:

1. the Consultant has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan. If the Consultant's failure relates to a failure to provide any information to the LC about the Consultant’s fees, any interim payment or proposed further payment, the Consultant's costs or any proposed or actual variations, then the remedial plan shall include a requirement for the provision of all such information;
2. the LC has overpaid, the Consultant shall pay to the LC the amount overpaid within 21 days. The LC may deduct the relevant amount from the Consultant’s fees if the Consultant fails to make this payment; and
3. the LC has underpaid, the LC shall pay to the Consultant the amount of the under-payment less the cost of audit incurred by the LC if this was due to a default by the Consultant in relation to invoicing within 21 days.

**18. MEDIATION**

**18.1** Except where Clause 19.6 applies, if any dispute arises out of this Agreement which cannot be amicably settled between the parties then the parties will attempt to settle such dispute by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure as published by CEDR from time to time. Neither party will commence any court proceedings/litigation in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.

**18.2** The Consultant shall continue to perform its obligations (including, but not limited to, any Additional Services) even if any dispute resolution procedure has been invoked under this Clause by either party.

**19. CONSTRUCTION OPERATIONS**

**19.1** In the event that this Agreement constitute a contract to which the provisions of Part II of The Housing Grants, Construction and Regeneration Act 1996 apply, the following provisions of this Clause 19 will apply, but not otherwise.

**19.2** Not later than 7 days after the payment due date, either:

1. the LC will give a notice to the Consultant, which confirms the following:

(i) the sum that the LC considers to be or to have been due at the payment due date in respect of the payment, and.

(ii) the basis on which that sum is calculated; or

1. the Consultant will give a notice to the LC confirming the following:

(i) the sum that the Consultant considers to be or to have been due at the payment due date in respect of the payment, and

(ii) the basis on which that sum is calculated.

It is immaterial that the sum referred to in this Clause 19.2 may be zero.

**19.3** Subject to Clause 19.4, if notice is not issued by the LC pursuant to Clause 19.2(a) the Consultant may issue a notice pursuant to Clause 19.2(b) at any time after the date on which the notice referred to in Clause 19.2(a) is required to be given and where the Consultant gives a notice complying with Clause 19.2(b), the final date for payment of the sum specified in the notice shall for all purposes be regarded as postponed by the same number of days as the number of days after the date that the notice was given.

**19.4** If the Consultant’s invoice issued pursuant to Clause 3.2 complies with the provisions of Clause 19.2(b) then the Consultant may not give another such notice pursuant to Clause 19.2.

**19.5** To the extent not already paid, the LC must pay the notified sum on or before the final date for payment unless either:

1. it gives to the Consultant a notice of the LC’s intention to pay less than the notified sum specifying:
2. the sum that the LC considers to be due on the date the notice is served, and
3. the basis on which that sum is calculated,

such notice must be given not later than 7 days before the final date for payment (**Prescribed Period**) and it is immaterial for the purposes of this Clause 19.5 that the sum referred to in such notice may be zero; or

1. the Consultant becomes insolvent after commencement of the Prescribed Period, in which event the LC need not pay any sum due in respect of the payment.

**19.6** If any dispute or difference arises under, or in connection with, this Agreement which either party wishes to refer to adjudication Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 shall apply except that:

1. the nominating body shall be the Technology and Construction Solicitors Association.
2. in the first sentence of paragraph 1(3) the word *briefly* shall be deleted and substituted by the words *in detail.*
3. paragraph 22 is deleted and substituted with the following:

*The adjudicator shall give his decision together with reasons therefor in writing and may award costs as part of the decision. If no award as to costs is made by the adjudicator, the parties shall bear the costs of the adjudication in equal shares, save that where the LC of London Corporation is not the referring party, it shall be entitled to make written representations as to why it should not be allocated any portion of the costs flowing from the adjudicator’s decision, and the adjudicator shall take due consideration including giving reasons for his further determination in this regard.*

1. a new paragraph 22A(5) is inserted as follows:

*As part of his corrected decision, the adjudicator shall also have power to reassess his prior determination as to which party shall be responsible for the costs flowing from his corrected decision.*

**20. GOVERNING LAW**

The Agreement will be governed by and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Court