

Terms and Conditions
Kent County Council (KCC) Property & Infrastructure
Support's Select List of Approved Contractors

| | | |
|-----|--|----|
| 1. | Work Guarantees | 2 |
| 2. | Publicity | 2 |
| 3. | Selection Process..... | 2 |
| 4. | Performance Monitoring | 2 |
| 5. | Suspension Process..... | 2 |
| 6. | Financial Banding | 3 |
| 7. | Health and Safety | 3 |
| 8. | Management of Contractors Guidance Notes and Forms | 3 |
| 9. | Payment & Invoices..... | 3 |
| 10. | Invoice statements | 4 |
| 11. | Copy Invoices..... | 4 |
| 12. | Closure of Council's Accounts..... | 4 |
| 13. | Staff | 4 |
| 14. | Information Update..... | 5 |
| 15. | Incident Reporting | 5 |
| 16. | Sub-contracting | 5 |
| 17. | Sustainability | 5 |
| 18. | Site Clearance..... | 6 |
| 19. | Relevant Legislation | 6 |
| 20. | Amendments | 7 |
| 21. | DBS..... | 7 |
| 22. | Contractor's Equipment, Licences and Fees..... | 7 |
| 23. | Contractor's Computer Systems..... | 7 |
| 24. | Audit and Information | 7 |
| 25. | Security | 8 |
| 26. | Confidentiality and Announcements | 8 |
| 27. | Property Rights and Third Party Disputes | 9 |
| 28. | Novation | 9 |
| 29. | Collateral Warrantees..... | 9 |
| 30. | Performance Bonds..... | 9 |
| 31. | Order/Contract Price | 10 |
| 32. | No Agency Partnership or Employment | 10 |
| 33. | Liability and Indemnity | 10 |
| 34. | Insurance..... | 11 |
| 35. | Freedom of Information Act (FOIA) | 11 |
| 36. | Best Value | 11 |
| 37. | Human Rights..... | 12 |
| 38. | Equal Opportunities | 12 |

1. WORK GUARANTEES

The acceptance of a Contractor onto the Select List does not guarantee in any way that an Order/Contract will be awarded i.e. being on the Select List does not guarantee work.

2. PUBLICITY

Logo Use:

Contractors are not permitted to use Kent County Council's logo or Property & Infrastructure Support's logo in either paper or electronic format. Exceptions to this rule would be in the case of contractors sending communications to KCC sites on behalf of KCC where prior written agreement will have been given.

Communication to KCC sites:

Contractors are permitted to publicise that they are on Kent County Council Property & Infrastructure Support's Select List of Approved Contractors. Publicising work carried out for specific projects is permitted however prior written approval is required before publication.

Contractors should email their requests to property.contractors@kent.gov.uk.

Communication to non-KCC sites:

Contractors are not permitted to publicise that they are on the Select List of Approved Contractors. Publicising work carried out for specific projects is permitted however prior written approval is required before publication. Contractors should email their requests to property.contractors@kent.gov.uk.

3. SELECTION PROCESS

The selection process details how Contractors will be selected for Orders/Contracts.

Link to: [Selection Process](#)

4. PERFORMANCE MONITORING

Performance monitoring will be applied to all Orders/Contracts.

Link to: [Performance Monitoring Form](#)

5. SUSPENSION PROCESS

The suspension process will be applied in all circumstances described including insurance infringements.

Link to: [Suspension Process](#)

6. FINANCIAL BANDING

The decision of the Council will be final in respect of allocating Contractors financial work limits. The financial work limit per contract will be determined either via a financial checking tool (currently via n2check) or an assessment of 25% of company turnover – which ever is the greater value. Once a Contractor has contracts/orders valued at 50% of their annual turnover the Contractor will no longer be eligible for additional work. Once the value of contracts/orders falls below 50% of turnover the Contractor will immediately become eligible for further work. The financial work limits will be published to allow potential clients/partners to assess the suitability of any Contractor when considering the value of their particular requirement. The financial work limit may be increased with the provision of a bond for established Contractors. The provision of a bond may be required for the financial work limit to be determined for newly formed Contractors who may not have financial accounts on which to establish a financial limit.

7. HEALTH AND SAFETY

The Contractor shall in performing the Service ensure that its Staff, or any other person acting on behalf of the Contractor adopt safe methods of work in order to protect the health and safety of the Contractor's Staff, Council staff and any other persons including (without limitation) members of the public.

The Contractor shall maintain and review its health and safety policy and safe working procedures as often as may be necessary in the light of changing Legislation, working practices or any other factor, and shall notify the Council in writing of such revisions.

The Contractor shall comply with any changes, amendments or further instructions reasonably requested or issued by the Council in connection with the Contractor's health and safety procedures.

The Contractor shall have in place at all times during operation of the Service emergency operating procedures, including accident procedures. These procedures are to be communicated to all Staff and periodically tested, and such testing should be formally recorded.

8. MANAGEMENT OF CONTRACTORS GUIDANCE NOTES AND FORMS

The Contractor shall comply with the Council's Management of Contractors Guidance Notes and Forms including but not limited to the Health and Safety rules.

Link to: [Management of Contractors guidance notes and forms](#)

9. PAYMENT & INVOICES

Contractors will be paid within 30 days of receipt of a correct invoice quoting relevant reference numbers as per the Order/Contract.

Contractors will need to provide invoices with a breakdown of labour and parts/materials in keeping with their relevant tax requirements. Invoices issued against a certificate of payment must be delivered to KCC within 24 hours of the issue of the certificate. All contractors are required to have the appropriate CIS status at all times in order to remain approved on the list. Any contractor failing in this area will be suspended with immediate effect until this status is rectified.

10. INVOICE STATEMENTS

All statements must be issued preferably in electronic format to propertystatements@kent.gov.uk and include the following information: Order number, site name, invoice number, invoice date and amount. Statements may not be issued in any lesser timescale than once a month and must only include invoices which are out of date.

11. COPY INVOICES

All copy invoices issued to replace a lost invoice must be marked True and Certified Copy. Faxes and photocopies will not be accepted.

12. CLOSURE OF COUNCIL'S ACCOUNTS

At the end of each financial year the Contractor shall provide promptly and to a timetable supplied by the Council sufficient information so that the Council may close its accounts in accordance with its normal accounting practices.

13. STAFF

The Contractor shall employ sufficient, fully and suitably trained, briefed, qualified and experienced Staff to ensure that the Service throughout the Order/Contract Period is provided to the Order/Contract Standard, including (without limitation) during periods of absence of its Staff due to sickness, maternity leave, Staff holidays, Staff training or otherwise.

The Council or an Authorised Officer may, to the extent reasonably necessary to protect the standards and reputation of the Council, following consultation with the Contractor, request the Contractor to take disciplinary action or other action (including their removal from the Service or relevant part) against any person employed in or about the provision of the Service by the Contractor including the Contractor's Project Manager or his deputy and the Contractor shall forthwith comply with such request. The Council shall not in any circumstances be liable to the Contractor or any of its employees in relation to any such disciplinary action or removal or other action and the Contractor shall fully and promptly indemnify the Council in respect of any claims brought by any such employee arising therefrom.

Neither the Contractor nor any of its Staff may in any circumstances solicit or accept any gratuity, tip or any other form of money taking or

reward, collection or charge from any person in connection with the provision of all or part of the Service other than pursuant to the terms of the Order/Contract.

CSCS Scheme:

In providing the Services the Contractor must exercise all reasonable professional skill, care and diligence to be expected of a competent and qualified professional experienced in performing work of a similar nature, value, complexity and timescale. The Contractor's Staff will be encouraged to have appropriate registration with the CSCS Scheme.

Apprenticeships:

It is the intention of the Council to encourage apprenticeships within Kent and all those working with the Council are expected to support this initiative.

14. INFORMATION UPDATE

It is the Contractor's responsibility to update the Council with any changes to their details including but not exclusive to contact names, telephone numbers, insurance details and financial situation. Any failure to do so may result in the suspension process being invoked.

15. INCIDENT REPORTING

The Contractor will report all incidents including but not exclusive to Health and Safety, payment issues or performance issues immediately or within a reasonable time depending on the incident to the Council's Contracts and Framework Officer

16. SUB-CONTRACTING

Sub-contracting is permissible for those Services or any part thereof listed within the General Building Category. Sub-contracting of Services or any part thereof listed within the Specialist Category is not generally permissible, exceptions require prior written approval from the Council's Contracts and Framework Officer. Sub-contracting will not relieve the Contractor from any liability or obligation under the Order/Contract so the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor or its agents, staff or own sub-contractor in all respects as if they were the acts, defaults or neglect of the Contractor or its agents or staff notwithstanding that the Council may as a condition of giving its consent to the Contractor to sub-contract require such sub-contractor to enter into any manner of direct warranties, undertakings, guarantees or indemnities from such sub-contractor concerning the provision of the Service and its compliance with the Order/Contract in all respects. Sub-Contractors are to be paid on the same basis as main Contractors i.e. within 30 calendar days.

17. SUSTAINABILITY

The Council is committed to sustainability, including reducing its environmental impact and tackling climate change. The Council seeks to work with its Partners, Suppliers, Contractors and Consultants to help deliver these aims. Specifically:

- All those working with the Council are expected to support the objectives of the KCC Environment Policy and Kent Design Guide.

Link to: [KCC Environment Policy](#)

Link to: [Kent Design Guide](#)

- Current KCC policy is to design to a minimum of BREEAM "very good", Code for Sustainable Buildings "level 3" or appropriate equivalent standard for new buildings and major refurbished areas. The Council also aims to build to these standards, confirmed through post-completion BREEAM assessment and certification.
- In line with Government requirements, a key priority for the Council is to monitor and progressively reduce its full carbon footprint, including the emissions associated with outsourced Services. The Council may ask whether you currently measure your organisation's carbon footprint and, if so, what it is and whether you are able to proportion part of this to activity on the Council's behalf. The Council may request that you work with the Council for the duration of your Order/Contract in order to improve your monitoring of emissions and to reduce the proportion of your organisation's carbon footprint attributed to Council activities. In such cases, the Council intends to provide advice and support.

18. SITE CLEARANCE

The Contractor will comply with The Site Waste Management Plans Regulations 2008 and be responsible for the lawful removal and disposal of spoil from all sites and hold all appropriate valid licences in order to do so. The cost of such will be included in the Order/Contract Price.

19. RELEVANT LEGISLATION

The Contractor shall, at its own expense, comply with all relevant legislation whether in the form of Statutes, Orders, Regulations, Statutory Instruments, Codes of Practice, Byelaws, EC Directives and Kent County Council Standard Policies (for example, meeting the needs of disabled people within Kent through inclusive design) to be observed and performed in connection with the Services, including without limitation all Health and Safety legislation.

20. AMENDMENTS

The Contractor will be expected to comply with all reasonable changes to Council policies and procedures and keep up to date, amending their own processes as necessary, with legislation.

21. DBS

For some Orders/Contracts Clients may require Contractors who have been DBS checked. These will be undertaken at the Contractor's own expense to the highest available level.

22. CONTRACTOR'S EQUIPMENT, LICENCES AND FEES

The Contractor shall ensure that it holds valid Licences and/or Certificates as appropriate to the Service being provided including but not exclusive to Asbestos Licences and Disposal of Hazardous Waste Licences.

The Contractor will maintain all appropriate Licences and/or Certificates and shall ensure the Council has a copy of their valid Licences and/or Certificates at all times. The Council will not select Contractors to provide Services without the provision of the appropriate valid Licence or Certificate.

The Contractor shall ensure that all fees, consent fees, maintenance fees and royalties relevant to the provision of the Service are paid and up to date throughout the Order/Contract Period.

The Contractor shall ensure that throughout the Order/Contract Period it supplies or makes available in good condition and in working order all such resources and equipment as may be necessary and/or desirable for the proper provision of the Service to the Order/Contract Standard.

23. CONTRACTOR'S COMPUTER SYSTEMS

In relation to any computer system which the Contractor uses in connection with its provision and administration of the Service including invoice submissions, the Contractor shall ensure at its own cost that such computer system/s is capable of being rendered compatible with and is in all respects capable of interfacing with the Council's relevant computer system/s.

The Contractor shall ensure that at all times during the Order/Contract Period (and until any computerised Data has been returned to the Council in accordance with the provisions of the Order/Contract) adequate disaster recovery arrangements are in place.

24. AUDIT AND INFORMATION

The Contractor shall include in the Order/Contract Price the cost of any staff, facilities, or data in whatever format including but not exclusive to

records, documents and designs. Information stored on a computer system used by the Contractor during the currency and following termination of the Order/Contract is to be made available at no extra cost to the Council.

The Contractor shall, as soon as reasonably practicable but in any event within five working days after a request from an Authorised Officer provide such Authorised Officer with any information relating to the carrying out of the Order/Contract which the Authorised Officer may reasonably require.

The Contractor shall, indemnify the Council fully and promptly against any costs, losses, damage or expenses to which the Council is put as a result of the Contractor's failure to provide such information or reasonable assistance in a timely and helpful manner.

25. SECURITY

The Contractor, its Staff and any invitees of the Contractor will only be allowed access to Council Premises in connection with the provision of the Service (save as may otherwise be agreed between an Authorised Officer and the Contractor's Order/Contract Manager), such access being exercised jointly with an Authorised Officer and any of the Council's licensees or agents.

The Contractor must ensure that any identity pass carried by and any key issued to any of its Staff are returned to the Contractor forthwith upon such Staff ceasing to be employed by the Contractor in connection with the provision of the Service.

The Contractor shall act as the bailee of any Council Data which may at any time be in the Contractor's possession or under its control and shall store such Council Data safely and separately from any data not relating to the Service and in a manner which makes it readily identifiable as Council Data relating to the Service.

In relation to all Personal Data and Sensitive Personal Data as defined in the Data Protection Act 1998 (the DPA), the Contractor shall at all times comply with the DPA as a data controller.

The Contractor shall indemnify and keep indemnified the Council against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this Condition by the Contractor and/or any act or omission of any sub-contractor.

26. CONFIDENTIALITY AND ANNOUNCEMENTS

Each party shall both during the currency of the Order/Contract and at all times following termination keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party)

save as provided by the Order/Contract any Confidential Information belonging to the other Party which has come to its attention as a result of or in connection with the Order/Contract, in particular Confidential Information relating to the Service provided.

The Contractor shall indemnify and keep indemnified the Council against all actions, demands, proceedings, damages, costs, Order/Contract Price and expenses whatsoever in respect of any breach by the Contractor of this Condition, such indemnity shall be without prejudice to any other rights the Council may have.

27. PROPERTY RIGHTS AND THIRD PARTY DISPUTES

The Council alone has (subject to such third party rights as may at any time be notified to the Contractor by the Council) exclusive ownership and ultimate control of the format and content of the documentation comprising the Order/Contract, the Council's logos, insignia and letter heads, Council Data however and wherever stored and processed by the Contractor and any intellectual property.

Subject to any rights in any design drawings and other documents supplied to the Contractor for the purposes of this Order/Contract by or on behalf of the Council the copyright in all of the Contractor's Designs shall remain vested in the Contractor.

In relation to each Order/Contract the Council shall have irrevocable ownership including royalty-free rights to copy and use the Contractor's Designs, Drawings and Plans relating to that Order/Contract and to reproduce the content of them for any purpose.

28. NOVATION

The Council shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to any contracting authority, private sector body or any other body established under statute provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under this Contract.

29. COLLATERAL WARRANTIES

The Council require Collateral Warrantees for design work carried out by sub-contractors/sub-consultants at its discretion.

30. PERFORMANCE BONDS

The Council will require performance bonds to be issued at its discretion. The Performance Bond process details our approach to Performance Bonds.

Link to: [Performance Bond Protocol](#)

31. ORDER/CONTRACT PRICE

The Order/Contract Price shall include all costs of providing the Service however incurred as a result of or in connection with the Contractor's performance of its obligations under the Order/Contract including, without prejudice to the generality of the forgoing, the costs of all Contractor's Equipment, Staff, Licenses and reasonably incurred disbursements for the purpose of performance of the Order/Contract.

In the event that any undisputed invoice correctly rendered by the Contractor remains unpaid by the Council after 30 days the Contractor shall notify the Council in writing giving the Council 15 further days to pay such an invoice.

In the event of an agreed change during the Order/Contract Period to the Service the Contractor shall upon request provide the Council with such information and documents as the Council may reasonably require to enable the Council to calculate the Order/Contract Price adjustment.

32. NO AGENCY PARTNERSHIP OR EMPLOYMENT

Save as expressly provided otherwise in this Order/Contract or where a statutory provision otherwise requires, the Contractor shall not in any way whatsoever be, act or hold itself out as an agent of the Council, make any representations or give any warranties to third parties on behalf or in respect of the Council, bind or hold itself out as having authority or power to bind the Council.

Nothing in this Order/Contract shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties

33. LIABILITY AND INDEMNITY

The Contractor shall be liable for and shall fully and promptly indemnify the Council, its employees and agents against Costs and Losses incurred by the Council out of or in connection with the Contractor's failure to provide all or any part of the Service in accordance with the Order/Contract Standard or at all, any breach by the Contractor of any of the provisions of the Order/Contract, the use or occupation by the Contractor of any of the Council's premises or of any premises for which the Council has any legal responsibility, the use by the Contractor of any equipment or asset owned by the Council for which the Council has any legal responsibility, any negligent or fraudulent act or omission or breach of statutory duty by the Contractor.

For the avoidance of doubt references to the Contractor shall include any employee, agent or sub-contractor of the Contractor.

34. INSURANCE

The Contractor will maintain appropriate levels of Employers Liability and Public Liability Insurance at all times and will be expected to hold Professional Indemnity Insurance for the term of the contract and a year following the contract, or the length of defect liability whichever is greater where design work is involved.

The Contractor shall at all times ensure the Council has a copy of their valid insurance, together with documentary evidence that such insurance remains properly maintained.

If the Contractor fails to comply with its obligations the Council shall be entitled itself to provide the Insurance in place of the Contractor and to charge the cost of such substitute Insurance together with an administration charge of 10% (ten per cent) of such cost, to the Contractor by way of (in the Council's discretion) either by deduction from any sums payable by the Council to the Contractor under the terms of the Order/Contract or by recovering the same as a debt due to the Council from the Contractor.

The Contractor shall ensure that any sub-contractors of the Contractor maintain like insurance cover to that covered by the Insurance required to be provided by the Contractor.

35. FREEDOM OF INFORMATION ACT (FOIA)

The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations, and shall facilitate the Council's compliance with its Information disclosure requirements pursuant to and in the manner provided for in this Condition.

The Contractor shall transfer to the Council any Request for Information received by the Contractor as soon as practicable and in any event within two working days of receiving it.

36. BEST VALUE

The Contractor shall assist the Council in discharging its obligations relating to best value duty. It will strive to attain constant improvement to the Service by adopting a flexible and innovative approach to the delivery of the Service, seeking to obtain efficient and cost effective elements of the Service, achieving the capability to expend the Service as far as required to serve the needs of the Council and then users of the Services, achieving consistency with any related national and local initiatives and reducing operating costs.

37. HUMAN RIGHTS

The Contractor shall comply with the Human Rights Act 1998 including the rights set out in the Second Schedule thereto as if it were a public authority for the purposes of that Act.

38. EQUAL OPPORTUNITIES

The Contractor shall in performing the Order/Contract comply with all statutory Acts, provisions and duties including but not limited to the Race Relations Act 1976, (as amended), the Sex Discrimination Act (1975) (as amended), Disability Discrimination Act (1995), the Employment Equality (Sexual Orientation) Regulations 2003 and the Employment Equality (Religion or Belief) Regulations 2003, which makes it unlawful to discriminate on the grounds of disability, race, ethnic origin, national origin, and sex respectively in respect of recruitment and employment.

For the purposes of ensuring compliance in relation to Contractor Staff employed in the performance of the Order/Contract observe as far as possible the provisions and any subsequent provisions of the Code of Practice in Employment of The Commission for Racial Equality, approved by parliament in 1983, the Disability Rights Commission and the Equal Opportunities Commission Code of Practice (issued 2003) including, but not limited to those provisions recommending the adoption, implementation, and monitoring of an equal opportunities policy.

Where in connection with Order/Contract the Contractor, its agents or sub-contractors, or the Contractor Staff are required to carry out work on the Council's premises or alongside the Council's employees on any other premises, the Contractor shall comply with the Council's own employment policies and codes of practice relating to discrimination and equality of opportunity.

The Contractor shall provide such information as the Council may reasonably require for the purpose of assessing the Contractor's compliance which may include completing an Equalities Impact Assessment, Equality Questionnaire and subsequent Equality Monitoring Forms.

Link to: [Equality and diversity at KCC](#)

Where the Contractor commits a breach or breaches and where such breach or breaches amount to a failure to meet the Service Standard or as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the Acts the Contractor shall notify the Council immediately in writing.

In the event that the Contractor enters into any sub-contract in connection with this Order/Contract, it shall impose obligations on its

sub-contractors in terms substantially similar to those imposed on it pursuant to this Clause.

Where required, the Contractor shall co-operate with the Council's initiatives aimed at improving services (and/or access to services) to different groups in the community. The Contractor shall co-operate fully with the Council to ensure that no section of the community shall be denied access or receive a poorer service on the grounds of age, race, ethnic origin, national origin, gender, disability, marital status, or religious belief or sexual orientation.