

## **2.0 DETAILS OF SERVICES**

### **2.1 Consultant Remit**

The remit of the service delivery for this appointment will include, but not be limited to:

- Civil Engineering
- Architectural services
- Project Management
- Cost Consultancy
- Hard and soft landscaping
- Structural requirements
- Electrical engineering services (including CCTV)
- Mechanical engineering services (including specialisms for lifts and HVAC)
- Lighting requirements
- Substructure requirements
- Surface finishes
- Drainage and ducting requirements
- Fixtures and site fittings
- Sustainable design features
- Ecological, Environmental and habitat provisions
- Architectural Design
- Conservation Architecture in relation to Historic Buildings
- Statutory compliance (including but not limited to Planning and Building Control)
- NEC contract administration
- Building Surveying
- Health & Safety Services including CDM 2016 Principal Designer Role
- Site Supervision

### **2.2 The Service**

Fermanagh and Omagh District Council wishes to appoint a Lead Consultant to potentially deliver capital projects from inception to completion of varying scope and complexity by way of a Framework Agreement for two years with the option to extend the Framework by two additional 12 month periods. Where appropriate to the discipline, the consultant will be required to prepare detailed design proposals and full sets of working drawings, detailed specifications and reports for the client. To liaise with the client to obtain any statutory approvals, formulate a procurement strategy, prepare all necessary tender documentation, assist with contractor selection, undertake tender assessment, administer and supervise the works through to contract completion.

The Lead Consultant will take the contractual responsibility for delivering the project. The Consultant's will be required to liaise with the Contracts and Operations Team, Head of Service and any other Council officer appointed to the project.

### **2.3 Continuity of Work and Staff**

The appointment for the mini competition project will be made on the basis of understanding the quality requirements and price.

The Employer believes that maintaining a continuity of high quality staff will assist in more efficient working practices and being familiar with the Employer's requirements and will eliminate the need to go through learning cycles on each occasion. FODC will expect, the Lead Consultant to provide a Senior Consultant to act as client representatives on these projects, at all times.

Therefore, nominated consultant staff may only be replaced with the consent of the Council, such approval will not be unduly withheld.

## 2.4 Knowledge Sharing

The Employer is keen to promote best practice between the Employer and its Consultant. It is anticipated that this will involve knowledge sharing on both an inter and intra-discipline basis. This should provide cross fertilisation of ideas that is not conventionally associated with the Construction Industry. An open and honest communications culture shall be expected throughout the conduct of the commission. The Tenderer shall contribute to developing and promoting this goal between interested parties.

## 2.5 Sub-contracting

Following appointment by Fermanagh and Omagh District Council, the consultant shall not subcontract or sub-let all or any part of the service without the consent of the Council. The consultant shall remain **wholly** responsible for carrying out and completing the service.

In all circumstances, the Consultant is responsible for managing the integrity of its Team.

## 2.6 Fair Employment and Treatment

The consultant shall not be an unqualified person for the purposes of Sections 64 to 66 of the **Fair Employment and Treatment (NI) Order 1998** and shall sign the enclosed Declaration and undertaking annexed hereto (included in the Questionnaire). The consultant shall not sub-contract to an unqualified person for the purposes of Sections 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

A copy of the declaration, enclosed with this document, must be signed by all consultants and returned with your application.

## 2.7 Discrimination

The consultant **shall not unlawfully discriminate** within the meaning and scope of the provisions of the Race Relations (NI) Order 1997, Sex Discrimination (NI) Order 1976 (as amended), Fair Employment and Treatment (NI) Order 1998 and the Disability Discrimination Act 1995 and shall take all reasonable steps to ensure that all servants, employees or agents of the lead consultant and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate.

## 2.8 Law

The Contract shall be governed by and interpreted in accordance with Northern Ireland Law and shall be subject to the jurisdiction of the Courts of Northern Ireland.

## 2.9 Prevention of Corruption

This appointment is subject to the Prevention of Corruption Acts 1889 and 1916. These

Acts make it a criminal offence to give or offer any inducement to a public servant with the intention of influencing him/her in the discharge of his/her duties. Consultants should therefore take care in dealings with the Employer's staff as offences could lead to the loss of a commission and/or prosecution under the Acts.

## **2.10 Canvassing**

The consultant who directly or indirectly canvasses any official of the contracting authority concerning any award in respect of this competition, or who directly or indirectly obtains or attempts to obtain information from such officials concerning the proposed or any other competition will be disqualified.

## **2.11 Integrity**

In all circumstances, the consultant is responsible for managing the integrity of its company. The lead consultant must ensure that in structuring its team, it can:

- Fulfil its tender requirements;
- Act independently;
- Submit a bona fide competitive tender.

## **2.12 Expenses and loses**

Fermanagh and Omagh District Council will not be liable for any bid costs, expenditure, work or effort incurred by the lead consultant in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by Fermanagh and Omagh District Council.

## **2.13 Compliance**

Tenders must be submitted in accordance with this document and any clarification notes as may be issued by Fermanagh and Omagh District Council before the closing date for receipt of Tenders. Failure to comply will result in a Tender being rejected by Fermanagh and Omagh District Council.

## **2.14 Pro Forma NEC Documentation**

The Tenderer if awarded a contract under a mini competition they will be advised to use NEC pro-forma documentation in conjunction with the Employer for on site Management of any contract, such documentation may consist of but not be limited to (this list is by no means exhaustive);

- Early Warning notifications
- Defects notifications
- Compensation event notifications
- Risk Register
- Payment Certification

