

**KETTERING BOROUGH COUNCIL (KBC)**

**INVITATION FOR TENDER (ITT)**

**NORTH NORTHAMPTONSHIRE RETAIL CAPACITY UPDATE**

**IMPORTANT INFORMATION TO ALL BIDDERS**

1. The ITT documentation is “private and confidential”
2. The ITT contains the following:
  - Part 1: General Requirements;
  - Part 2: Scope of Services/ Supplies/ Works - Specification
  - Part 3: Conditions of Contract
  - Part 4: Tender Response – TO BE COMPLETED BY THE BIDDERS
3. The closing date for completion, submission and uploading of all Tender Responses are to be submitted via [webprocurement@kettering.gov.uk](mailto:webprocurement@kettering.gov.uk) no later than **1700 hours on 9<sup>th</sup> March 2020**.
4. All Tender Responses MUST be in English.
5. All Tender Responses MUST be titled **“NN RETAIL CAPACITY UPDATE”**
6. Late submissions will be disregarded.
7. Failure to observe this will mean the disqualification of the Tenders Response.

## **PART ONE**

### **INFORMATION TO SUPPLIERS TENDERING**

#### **1. Overview**

- 1.1 Tenders are invited for the provision of A 2020 North Northamptonshire Retail Capacity Update. The results will provide evidence for the NN Strategic Plan as it is developed, support the development of town centre strategies should the Local Planning Authorities or NN unitary wish to progress these and inform development management decisions. The retail capacity update is being procured by KBC on behalf of the NN Joint Planning and Delivery Unit (JPDU) and partner councils.
- 1.2 This ITT contains further information about the procurement process. Each supplier's response (the "Tender Response") should be detailed enough to allow KBC to make an informed selection of the most appropriate solution.

#### **2. Introduction and Background of the Project**

- 2.1 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of KBC and the procurement process for submitting a tender proposal.
- (i) Scope of the Project
- The brief scope of the project is set out in 1.1, further detailed in Part Two.
- (ii) Value of the Contract
- The anticipated value of the Contract has been published on Contracts Finder.
- (iii) Form of Contract and Term
- The form and type of contract is set out in Part Three to this ITT.
- 2.2 KBC's detailed requirements are set out in Part Two.

#### **3. Tender Conditions and Contractual Requirements**

Part one of the ITT sets out KBC's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("Procurement Process").

##### **3.1 Contracting requirements**

- 3.1.1 The appointed suppliers will be expected to deliver the services/ supplies/ works as set out in this ITT documentation.
- 3.1.2 KBC's contracting and commercial approach in respect of the required services/ supplies/ works is set out in Part Three (Conditions of Contract) (the "**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
- 3.1.3 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Council may issue a clarification change to the Contract that will apply to all potential suppliers submitting a Tender Response.
- 3.1.4 KBC is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are

received from a potential supplier as part of its Tender Response shall entitle the Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

### **3.2 General Policy Requirements**

- 3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Council policies relevant to the services/ supplies/ works.

### **3.3 General tender conditions (“Tender Conditions”)**

- 3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a Tender Response it will be implied that you accept and will be bound by all the provisions of this ITT and any documents the ITT makes reference to. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

- 3.3.2 Third party verifications – Your Tender Response is submitted on the basis that you consent to KBC carrying out all necessary actions to verify the information that you have provided.

- 3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but KBC will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such.

- 3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate.

Email [simonjames@nnjpu.org.uk](mailto:simonjames@nnjpu.org.uk) promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

- 3.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, KBC may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of KBC, be extended. Your Tender Response must comply with any amendment made by KBC in accordance with this paragraph 3.3.5 or it may be rejected.

- 3.3.6 Compliance of Render Response submission – Any services/ supplies/ works offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of KBC’s requirements, the Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by KBC as part of this Procurement Process.

- 3.3.7 Format of Tender Response submission – Tender Responses must comprise the relevant documents specified by KBC completed in all areas and in the format as detailed by KBC in Part Four. Any documents requested by KBC must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your Tender Response.

- 3.3.8 Modifications to Tender Response documents once submitted – You may modify your Tender Response prior to the Tender Response Deadline by giving written notice to KBC via [simonjames@nnjpu.org.uk](mailto:simonjames@nnjpu.org.uk). Any modification should be clear and submitted as a complete new Tender Response in accordance with Part Four and these Tender Conditions.

3.3.9 Rejection of Tender Responses or other documents – A Tender Response or any other document requested by KBC may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains handwritten amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by KBC forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the Tender Response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by KBC in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT; or
- is received after the Tender Response Deadline.

3.3.10 Disqualification – If you breach any of these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling KBC to reject a Tender Response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price;
- to enter into an arrangement with any other party that such party shall refrain from submitting a Tender Response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or

to obtain information from any of the employees, agents or advisors of KBC concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response, KBC shall be entitled to reject your Tender Response in full and to disqualify you from this Procurement Process. By participating in this Procurement Process, you accept that KBC shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your Tender Response and for all costs and expenses incurred in preparation of the Tender Response. You accept by your participation in this procurement, including without limitation the submission of a Tender Response that you will not be entitled to claim from KBC any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your Tender Response is successful.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, KBC is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but KBC reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. KBC will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

#### **4. Confidentiality and Information Governance**

- 4.1 All information supplied to you by KBC, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your Tender Response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
- 4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a Tender Response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless KBC has given express written consent to the relevant communication.
- 4.3 This ITT and its accompanying documents shall remain the property of KBC and must be returned on demand.
- 4.4 KBC reserves the right to disclose all documents relating to this Procurement Process, including without limitation your Tender Response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with KBC. KBC further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by KBC in accordance with such rights reserved by it under this paragraph.
- 4.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Council (together the “**Disclosure Obligations**”).
- 4.6 You should be aware of KBC’s obligations and responsibilities under the Disclosure Obligations to disclose information held by KBC. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by KBC under the Disclosure Obligations, unless KBC decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 4.7 If you wish to designate information supplied as part of your Tender Response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part Four, you must provide clear and specific detail as to:
- the precise elements which are considered confidential and/or commercially sensitive;
  - why you consider an exemption under the FOIA or EIR would apply; and
  - the estimated length of time during which the exemption will apply.
- 4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process, you agree that KBC should not and will not be bound by any such markings.
- 4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that KBC accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to KBC, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response that all information is provided to KBC on the basis that it may be disclosed under the Disclosure Obligations if KBC considers that it is required to do so and/or may be used by KBC in accordance with the provisions provision of this ITT.

4.10 Tender Responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Council 's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on KBC's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## 5. Tender Validity

5.1 Your Tender Response must remain open for acceptance by KBC for a period of one hundred and twenty days from the Tender Response Deadline. A Tender Response not valid for this period may be rejected by KBC.

## 6. Payment and Invoicing

6.1 KBC will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to KBC must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors.

## 7. Timescales

7.1 This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all tenderers are treated equally.

7.2 Subject to any changes notified to potential suppliers by KBC in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Date	Project element
18 <sup>th</sup> February 2020	Invitation to Tender published - KBC issues consultancy brief on behalf of NNJPDU on contracts finder.
24 <sup>th</sup> February 2020	Deadline for clarification questions (Clarification Deadline) (JPDU to respond by 28/2).
9 <sup>th</sup> March 2020	Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)
w/c 16 <sup>th</sup> March 2020	Provisional date for interviews
w/c 16 <sup>th</sup> March 2020	Tender Evaluation
w/c 23 <sup>rd</sup> March 2020	Award Decision
1 <sup>st</sup> April 2020	Proposed Contract Start Date
6 <sup>th</sup> April 2020	Inception meeting
April-May 2020	Household Surveys
June 2020	Interim Report including outputs from stage 2.1 (1) retail capacity/shopping patterns work.
July 2020	Draft Report for review
September 2020	Final Report 30 <sup>th</sup> September or earlier
30 <sup>th</sup> September 2020	Contract Expires

7.3 KBC reserves the right to amend this timetable.

## **8. Instructions for Responding**

8.1 The documents that must be submitted to form your Tender Response are listed at Part Four to this ITT. All documents required as part of your Tender Response must be received by KBC (as detailed on the cover of this ITT) by the Tender Response Deadline, as set out in the Timescales section of this ITT.

8.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that we receive your submission by the Tender Response Deadline – late tender responses will be rejected by KBC.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by KBC.
- **Do not submit any additional supporting documentation with your Tender Response except where specifically requested to do so as part of this ITT.**
- Any deliberate alteration of a KBC requirement as part of your Tender Response will invalidate your Tender Response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your Tender Response to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## **9 Clarification Requests**

9.1 All clarification requests must be submitted via **SimonJames@nnjpu.org.uk** by the Clarification Deadline, as set out in the Timescales section of this ITT. KBC will not respond to clarification requests received after the Clarification Deadline.

9.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

9.3 KBC reserves the right to issue any clarification request made by you, and the tender response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If KBC considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Council responding to all potential suppliers.

9.4 KBC may at any time request further information from potential suppliers to verify or clarify any aspects of their Tender Response or other information they may have provided. Should you not provide supplementary information or clarifications to KBC by any deadline notified to you, your Tender Response may be rejected in full and you may be disqualified from this Procurement Process.

## **10 Evaluation of Tenders**

10.1 Throughout the evaluation process, KBC reserves the right to seek clarifications from suppliers, where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any Tender Response then that Tender Response may, regardless of its other merits, be excluded from further consideration.

- 10.2 Any Contract awarded as a result of this Procurement Process will be awarded on the basis of the offer that is the most economically advantageous to KBC. Tender Responses will be evaluated as set out in Part Four of the ITT.

## **11 Modern Slavery**

KBC recognises its responsibilities under the Modern Slavery Act 2015 (MSA) and is fully committed to taking a robust approach in the prevention of slavery and human trafficking in its corporate activities and to ensuring that its supply chains are free from slavery and human trafficking.

KBC has a zero tolerance to slavery and human trafficking and is committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business and will work with partners and other organisations to ensure that any instances within Kettering Borough are rooted out and dealt with. This will include working with the local police and providing extra training for our front line staff and empowering them to report any instances they come across in their professional dealings with local businesses and the community that they become suspicious of, through a clear and easy to use reporting procedure.

## **12 CLIMATE CHANGE**

KBC is taking positive steps on the issue of climate change, recognising the need to achieve carbon reduction targets to protect the health and wellbeing of future generations, to declare a climate emergency in the Kettering Borough and to commit to a target of making the Borough area carbon neutral by 2030.

It is an expectation of all bidders (please see Part 4) to demonstrate their positive commitment towards Climate Change.

## **13 WARRANTY**

Unless stated otherwise, all products shall be guaranteed for a minimum of 60 months following delivery and or installation of supplies/ goods.

Bidders should state the length of warranties in their Tender Response (Part 4).