

**Request for Quotation**

**treasury management consultancy service**

|  |
| --- |
| **This document has been returned by** |
| Click to enter **Organisation name**. |

**Contents**

[Section 1: Introduction 3](#_Toc94601013)

[1. General Requirements 3](#_Toc94601014)

[2. Procurement Timetable 5](#_Toc94601015)

[3. Clarification Questions and Quotation Response 5](#_Toc94601016)

[4. Evaluation of Quotations 6](#_Toc94601017)

[Section 2: Specification 11](#_Toc94601018)

[1. Introduction and Background 11](#_Toc94601019)

[Section 3: Supporting Information 15](#_Toc94601020)

[Section 4: Pricing Sheet 20](#_Toc94601021)

[1. Pricing and Costs 20](#_Toc94601022)

[Section 5: Freedom of Information 22](#_Toc94601023)

[Section 6: Declaration 24](#_Toc94601024)

[Section 7: Due diligence 25](#_Toc94601025)

[Section 8: CONTRACT AWARD 26](#_Toc94601026)

[Appendix 1: Conditions of Contract 27](#_Toc94601027)

# Section 1: Introduction

## General Requirements

* 1. North Northamptonshire Council (“the Council”) invites quotations for the provision of the Treasury Management Consultancy Service.
	2. The Council’s detailed requirements are defined in Section 2: Specification.
	3. Please take care in reading this document, in particular the Specification. In the event of any questions or queries in relation to this Request for Quotation (RFQ), please contact the Officer detailed in Table B.
	4. The Council reserves the right to:
		1. carry out due diligence checks on the awarded Potential Supplier;
		2. amend the Conditions of Contract included at Appendix 1;
		3. abandon the procurement process at any stage without any liability to the Council; and/or
		4. require the Potential Supplier to clarify its quotation in writing and if the Potential Supplier fails to respond satisfactorily, this may result in the Potential Supplier being rejected from the process.
	5. The Council also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of Quotation Responses or otherwise. In such circumstances, the Council will not reimburse any expenses incurred by any person in the consideration of and/or response to this document. You make all quotations, proposals and submissions relating to this RFQ entirely at your own risk.
	6. All documents and materials, which comprise the RFQ response, must be written in English only.
	7. Quotations are to remain open for acceptance for a period of 90 days from the Deadline for Submission of Bids.
	8. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and located within the question asked as this will be the single source of information on which responses will be scored and ranked.
	9. **Rights of the Council in Relation to the RFQ**
		1. The Council reserves the right to:
1. Waive or change the requirements of this RFQ at any time during the procurement process without prior (or any) notice being given by the Council;
2. Make changes to the timetable, structure or content of this RFQ or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable;
3. Abandon the procurement process at any stage without any liability to the Council, or to re-invite responses on the same or any alternative basis;
4. Choose not to award any contract as a result of this procurement process.
	1. Answer fully all relevant questions and respond in accordance with any specific requests as detailed in the question e.g., maximum word/page limits, etc.
		1. Where the Council has identified word limits, Potential Suppliers are strongly requested to adhere as closely to these as possible. Whilst it is not the Council’s intention to count the number of words a Potential Supplier uses in their responses, if the Council reasonably determines that a word limit has been exceeded, it may take that into account when awarding a score for that question; i.e.; words submitted over this limit may/will not be evaluated.
		2. All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count. Potential Suppliers must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text. Potential Suppliers must not attempt to circumnavigate the word limit e.g., by joining up words or using special characters to join words.
		3. Submit any attachments requested in an acceptable format to the Council which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential Suppliers who wish to submit an attachment in an alternative format must first check with the Council that it will be accepted.
		4. When uploading attachments, please state the question number only in the file title.
		5. Submit any zipped files in WinZip format only.

## Procurement Timetable

* 1. This RFQ follows a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Potential Suppliers are treated equally.
	2. All documents, which comprise any RFQ Response, must be received by the Council no later than the Deadline for Submission of Bids, set out in Table A, below.
	3. The RFQ process is intended to follow the timetable set out in Table A, below.

**Table A**

| Activity | Time and Date(as applicable) |
| --- | --- |
|  | Request for Quotation Documents issued | Thursday, 3 February 2022 |
|  | Deadline for Questions from Potential Suppliers | 12:00 on Monday, 21 February 2022 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Wednesday, 23 February 2022 |
|  | Deadline for Submission of Bids | 12:00 on Tuesday, 1 March 2022 |
|  | Evaluation of Bids Received\* | Friday, 4 March 2022 |
|  | Contract Award\* | Monday, 7 March 2022 |
|  | Contract Start | Friday, 1 April 2022 |
|  | Contract End | Tuesday, 31 March 2026 Based on an initial 3 year contract award with a possible extension for a further 1 years. |

* 1. The Council reserves the right to amend this timetable, and items marked with an asterisk, i.e. \*, are provided for **guidance only** and are **subject to change** at short notice.
	2. Any RFQ received after the Deadline for Submission of Bids identified in Table A, may be rejected. Therefore, it is the Potential Supplier’s responsibility to ensure that the deadline is not breached.

## Clarification Questions and Quotation Response

* 1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred via e-mail to the Officer detailed in Table B, below, no later than the Deadline for Questions from Potential Suppliers date found in Table A.
	2. A copy of all requests for clarifications and the responses will be published to all potential suppliers, where the clarification and response are not considered confidential.
	3. If a potential supplier wishes the Council to treat a clarification as confidential and therefore not publish the response to all, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not confidential, the Council will publish in an anonymised format.
	4. The deadline for receipt of clarifications relating to this procurement is set out in the procurement timetable. Clarifications sent to the Council after this deadline may not be responded to.
	5. Should you wish to take part in the selection process please complete this RFQ and return via e-mail to the Officer detailed in Table B, below, no later than the Deadline for Submission of Bids date in Table A.

**Table B**

|  |  |
| --- | --- |
| Name | Dapo Shonola |
| Job Title | Senior Finance Business Partner – Treasury & Tax |
| Telephone number | N/A all correspondence via email |
| E-Mail address | Dapo.Shonola@northnorthants.gov.uk  |

## Evaluation of Quotations

* 1. **THOSE POTENTIAL SUPPLIERS WHO FAIL ANY PASS/FAIL, MANDATORY, COMPULSORY AND/OR ESSENTIAL QUESTIONS WILL be rejected from the RFQ PROCESS.**
	2. Any bids which are not compliant or not completed fully will be rejected. If a bid is eliminated for any reason, the price submitted within the quote concerned shall also be excluded from the evaluation. Based on the information provided by Potential Suppliers, each compliant RFQ Response will be evaluated based on the following criteria:
		1. **Evaluation Method 3: Weighted Combination of Quality and Price**

Potential Suppliers must pass all pass/fail questions in Section 3: to be considered. Bids not meeting the minimum standards will be rejected. Quality will make up 100% of the evaluation.

* + 1. All responses to the Quality Questions will be assessed against the criteria set out in Table C, below.

**TABLE C**

|  |  |
| --- | --- |
| **SCORE**  | **CRITERIA FOR AWARDING SCORE**  |
| 0  | Considered to be a **POOR response** on the basis that: * No response is provided; or
* It does not answer the question or is completely irrelevant.
 |
| 1  | Considered to be a **LIMITED response** on the basis that: * Overall, it lacks sufficient detail or is perceived to be unclear, meaning that evaluators are not confident that the criteria will be delivered to an acceptable level.
 |
| 2  | Considered to be an **ACCEPTABLE response** on the basis that: * It addresses most of the relevant criteria; and/or
* The supporting detail is clear for the most part and provides evaluators with an understanding that the criteria it does address will be met to an acceptable level.
 |
| 3  | Considered to be a **GOOD response** on the basis that: * It addresses all relevant criteria; and/or
* The supporting detail is clear and provides evaluators with confidence that the criteria will be delivered to a good standard.
 |
| 4  | Considered to be an **OUTSTANDING response** on the basis that: * It addresses all relevant criteria; and/or
* The supporting detail is clear and robust and provides evaluators with the utmost confidence that all criteria will be delivered to the highest standard.
 |

**TABLE D**

|  |  |  |
| --- | --- | --- |
|   | **SECTION HEADINGS**  | **WEIGHTING** **WITHIN TOTAL**  |
| **QUESTIONS (50%)**  |
| **Minimum Standard (Answered? Yes/No)** |
| 1. Supporting Information
 | Answered? Yes/No |
| 1. Contact Details and Declaration
 | Answered? Yes/No |
| **Minimum Standard (Pass/Fail)** |
| 1. Insurance
 | Pass/Fail |
| **Project Specific Questions (50%)**  |
| 1. Please provide a brief introduction and management structure of your organisation. (**500 Word Limit)**
 | 5.0% |
| **5.** Please set out the profile including any relevant experience of the nominated relationship manager or lead advisor to the Council for this service. **(1,000 Word Limit)** | 15.0% |
| **6**. Please provide details including profile and relevant experience of any staff that will be deputising for the nominated relationship manager/advisor. **(500 Word Limit)** | 7.5% |
| **7.** Please provide details of other key members of staff within your organisation that will be servicing this contract. **(400 Word Limit)** | 5.0% |
| **8.** Please provide details of staff numbers in your organisation including the technical experts and other relevant support staff detailing their experience in local authority treasury management. **(600 Word Limit)** | 5.0% |
| **9.** Please provide at least one example of how your organisation has been a thought leader in treasury management; differentiated itself through providing advice to Council’s that led to material savings/efficiencies. **(800 Word Limit)** | 12.5% |
| **PRICING (50%)**  |
|  | Annual Treasury Management Consultancy Fee | 37.5% |
|  | Other Out of Contract Cost/Rates (Please specify) | 5% |
|  | Report Preparation | 2.5% |
|  | Fair Value Analysis | 2.5% |
|  | Training (Equivalent of 1 Hour + Preparation) | 2.5% |
|   | **Grand Total** | **100%**  |

* 1. The Quality Question score as detailed in Table C, will be divided by 4 and multiplied by the question weighting (within Total) (%), set out in Table D, to provide a final Quality score (%) for each question, in accordance with the following example:
1. If the question weighting (within Total) is 50% and the Potential Supplier’s response is scored ‘2’, their final score (%) will be:
2. 2 / 4 x 50 = 25% for that question.
3. The Potential Supplier’s response to each question will be evaluated and scored a maximum of 4 marks as per Table C.
4. Example scores to the answers to your Quality Questions, provided by Potential Suppliers, are included in Table E, below, which will be used in the remainder of this example.

**TABLE E**

|  |  |  |  |
| --- | --- | --- | --- |
| **POTENTIAL SUPPLIER NO.**  | **POTENTIAL SUPPLIER QUALITY SCORE**  | **MAXIMUM QUALITY SCORE AVAILABLE**  | **RANK**  |
| Potential Supplier 1  | 30  | 50 | 3  |
| Potential Supplier 2  | 40  | 50  | 2  |
| Potential Supplier 3  | 50  | 50  | 1 |

* 1. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score, as set out in Table D. All other RFQ Responses will be scored in accordance with the following calculation:
1. Price Weighting – (((Your submitted price – lowest submitted price)/Your submitted price) x 100)
	1. An example is provided in Table F, below. This example is based on a 50% price weighting, as previously identified in Table D, where the lowest compliant price is £100,000.

**TABLE F**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **POTENTIAL SUPPLIER NO.**  | **POTENTIAL SUPPLIER PRICE OFFER**  | **PRICE CALCULATION**  | **PRICE SCORE**  | **RANK**  |
| Potential Supplier 1  | £100,000.00  | =50% (lowest compliant price)  | 50  | 1  |
| Potential Supplier 2  | £125,000.00  | =50-(((125,000-100,000)/125,000)\*100)  | 30  | 2  |
| Potential Supplier 3  | £150,000.00  | =50-(((150,000-100,000)/150,000)\*100)  | 16.67  | 3 |

* 1. Potential Suppliers who receive a minus score will be allocated a score of 0% for the Pricing element*.*
	2. Based on the points awarded for **Quality** in Table E and **Price** in Table F, the final scores are as set out in Table G, below, which are calculated in accordance with the following methodology:
1. Quality Score + Price Score = Total Score

**TABLE G**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **POTENTIAL SUPPLIER NO.**  | **QUALITY SCORE** *Out of 50*  | **PRICE SCORE** *Out of 50*  | **TOTAL SCORE** *Out of 100*  | **RANK**  |
| Potential Supplier 1  | 30 | 50 | 80 | 1  |
| Potential Supplier 2  | 40 | 30 | 70 | 2  |
| Potential Supplier 3  | 50 | 16.67 | 66.67 | 3  |

# Section 2: Specification

## Introduction and Background

* 1. Quotations are invited for the provision of treasury management consultancy service to the Council Treasury.
	2. The Treasury function provides a vital service to the Council as it is responsible for managing the Council’s borrowing needs to support the capital programme. The Council’s debt currently stands at £473m as at 31st December 2021.
	3. The treasury function also manages the Council’s investments which is made up of provisions, reserves and investment balances. This stood at £230m as at 31st December 2021.
	4. The treasury management function is subject to scrutiny from the Council’s Executive Committee and the Finance and Resources Scrutiny Committee and other Council members. Therefore, the treasury advisor will be required to provide support where necessary to aid the servicing of these committees.
	5. Executive Director of Finance and Assistant Directors of Finance are involved in the treasury management decision making and would normally attend the quarterly meetings with the successful treasury management consultants.
1. **Scope**
	1. This is a service for treasury management consultancy to a local authority and it is expected that the supplier will be able to cover all aspects of treasury management advice to the Council. This includes training of officers and Council Members and provision of technical updates as necessary, including provision of guidance documents to assist with meeting report requirements to the Council and its Committees.
	2. The Supplier will be expected to assist the treasury function to be able to produce the below six reports to the Council/sub committees of the Council annually:
2. Treasury Management Strategy Statement (TMSS), Annual Investment Strategy (AIS) and Minimum Revenue Provision Policy (MRPP) in February;
3. Mid-year update on Treasury Management report in September;
4. Four quarterly treasury management updates for quarters ending March, June, September and December.
5. **Statement of Requirements**
	1. Attend a minimum of four strategy meetings a year to review the Council's financial position having regard to its objectives, strategy, current financial circumstances, assets and liabilities.
	2. Provide the Council with an annual balance sheet review based on the latest Statement of Accounts.
	3. Provide interest rate forecasts and advise the Council on the formulation of suitable borrowing and investment strategies/objectives.
	4. Provide regular updates on economic and political changes which may impact on and require modification to the Council’s borrowing and investment strategies.
	5. Provide forecasts of movements in PWLB rates which affect the timing of funding with fixed rate debt, conversion of variable rate debt to fixed and the conversion of fixed rate debt to variable.
	6. Advise on PWLB to PWLB debt rescheduling, funding policy, volatility and maturity profile analysis.
	7. Provide information and prudent parameters in respect of investment counterparty creditworthiness. Rating changes to be accessible to the Council in “real time” and reports and analyses to be provided weekly or when there is a notification change to the credit rating service which will include the following:
6. A comprehensive initial report on the Customer’s existing counterparty list including advice on the methodology of assessment, the treatment of lending limits to individual organisations and financial groups.
7. A weekly update of individual counterparty list highlighting any changes which have taken place since the preceding review.
8. Provide immediate notification of changes to ratings (email within 24 hours or telephone call for urgent issues).
9. Advice on any credit rated or non credit rated institution.
	1. Provide a one day onsite officer training to treasury management staff and free places to each of the advisor’s seminars/webinars and events throughout the year.
	2. Provide technical bulletins and updates to treasury officers as necessary to the Council.
	3. Provide copies of standard template documents for:
10. treasury management strategy report
11. annual review report
12. treasury management policy statement
13. treasury management practices
14. adoption of CIPFA Code of Treasury Management
15. annual investment strategy
	1. Undertake an annual health check of the Council’s Treasury Management Practices.
	2. Provide a monthly investment benchmarking service to the Council’s treasury management function.
	3. Provide annually fair value calculations for conventional short term, PWLB and market loan forms of borrowing held at amortised cost by the end of April of each year.
	4. Provide annually fair value calculations for conventional short and long term investment instruments held at amortised cost by the end of April of each year.
	5. The Supplier will assist in an advisory capacity as required by the Council with the requirement to close the treasury accounts in line with CIPFA and accounting standards.
	6. The Supplier may be required to review and comment on draft reports to the Council/subcommittee of the Council where the subject of the report is technical in nature or where the report would benefit from their expertise.
16. **Quality Requirements**
	1. The Council expects that the Supplier will allocate a relationship manager, who would be the first point of contact for treasury officers in most matters to the Council.
	2. The Council expects that all advice provided to it will be compliant with all relevant guidance, standards and regulations including but not limited to government, CIPFA and applicable accounting standards.
	3. Whilst the Supplier is not expected to directly receive complaints from the public, any complaints that are directed to the Supplier must be dealt with in a promptly.
	4. The Supplier must inform the Council of any complaints made to them regarding the service they provide to the Council and keep a log of all such complaints.
17. **Contract Management, Performance Monitoring, and Review**
	1. The performance of the Supplier will be reviewed during quarterly treasury management strategic meetings between the Supplier and Council. The meeting will review the Suppliers level of service against the below performance standards including receiving their perspective of performance and contract management.
	2. The following are the performance standards against which the Supplier will be assessed:

5.2.1 Compliant with the terms of the treasury management consultancy contract and service specifications set out in this RFQ/contract including:

1. Timely response to queries and requests
2. Quality and accuracy of advice, reports and templates provided to the Council
3. Efficiency of response to macro economic changes and the potential impact of such changes on the Council
4. Ability to continue to provide advice that is relevant to the Council’s needs and strategic direction of the treasury management function.
5. Ability to make suggestions that on alternative approaches that can lead to more efficient and effective ways of achieving the Council’s strategic goals in relation to the treasury management function.

# Section 3: Supporting Information

1. Please complete Section 3 below.

| **General Information** |
| --- |
| **Question 1:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 1.1. (a) | Full name of the Potential Supplier completing Information | Click to enter text. |
| 1.1. (b) (i) | Registered office address | Click to enter text. |
| 1.1 (b) (ii) | Registered website address | Click to enter text. |
| 1.1. (c) (i) | Trading Status | Choose an item. |
| 1.1. (c) (ii) | \*If you selected ‘**Other\***’, please specify | Click to enter text. |
| 1.1 (d) | Date of registration in country of origin | Click to enter date. |
| 1.1. (e) | Company registration number | Click to enter text. |
| 1.1. (f) | Charity registration number | Click to enter text. |
| 1.1 (g) | Head Officer DUNS number | Click to enter text. |
| 1.1 (h) | Registered VAT number | Click to enter text. |
| 1.1 (i) | FSA Registration number | Click to enter text. |
| 1.1 (j) | Trading name(s) that will be used if successful in this procurement. | Click to enter text. |
| 1.1.(k) | Are you a Small, Medium or Micro Enterprise (SME)? | Choose an item. |
| 1.1 (l) | If applicable, details of immediate parent company | Click to enter text. |
| 1.1 (m) | If applicable, details of ultimate parent company | Click to enter text. |

**Please Note:** To avoid any unnecessary duplication for the Potential Supplier, by signing the Declaration at Question 2, you are also signing to confirm the following, as included in this RFQ Response, and all associated subsections therein contained:

1. Section 5: Freedom of Information; and
2. Section 6: Declaration.

| **Contact Details and Declaration** |
| --- |
| **Question 2:** | **Scoring Methodology:** | Question Answered? Yes/No |
| *Potential Supplier contact details for enquiries about this RFQ Response* |
| 2.1. (a) | Contact name | Click to enter text. |
| 2.1. (b) | Name of organisation | Click to enter text. |
| 2.1. (c) | Role in organisation | Click to enter text. |
| 2.1. (d) | Phone number | Click to enter text. |
| 2.1. (e) | E-mail address | Click to enter text. |
| 2.1. (f) | Postal address*including postcode* | Click to enter text. |
| 2.1. (g) | Signature*electronic is acceptable* | Click to enter text. |
| 2.1. (h) | Date | Click to enter date. |

| **Insurance** |
| --- |
| **Question 3:** | **Scoring Methodology:** Pass/Fail |
| Potential Suppliers who answer ‘No’ to any of the levels below will be eliminated from this procurement process. |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract and copies are added to your submission? The levels of insurance cover are indicated below.*  |
| 3.1. | Public Liability Insurance at no less than £5,000,000 | Choose an item. |
| 3.2. | Professional Indemnity Insurance at no less than £5,000,000 | Choose an item. |
| 3.3. | Product Liability Insurance at no less than £5,000,000  | Choose an item. |

| **Project Specific Questions** |
| --- |
| **Question 4:** | **Scoring Methodology:** 5% | Word Limit: 500 words |
| Please provide a brief introduction and management structure of your organisation.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions** |
| --- |
| **Question 5:** | **Scoring Methodology:** | 15.0% | **Word Limit:** | 1000 words |
| Please set out the profile including any relevant experience of the nominated relationship manager or lead advisor to the Council for this service.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions** |
| --- |
| **Question 6:** | **Scoring Methodology:** | 7.5% | **Word Limit:** | 500 words |
| Please provide details including profile and relevant experience of any staff that will be deputising for the nominated relationship manager/advisor. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions** |
| --- |
| **Question 7:** | **Scoring Methodology:** | 5% | **Word Limit:** | 400 words |
| Please provide details of other key members of staff within your organisation that will be servicing this contract.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions** |
| --- |
| **Question 8:** | **Scoring Methodology:** | 5% | **Word Limit:** | 600 words |
| Please provide details of staff numbers in your organisation including the technical experts and other relevant support staff detailing their experience in local authority treasury management.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions** |
| --- |
| **Question 9:** | **Scoring Methodology:** | 12.5% | **Word Limit:** | 800 words |
| Please provide an example(s) of how your organisation has been a thought leader in treasury management; differentiated itself or given innovative advice to Council’s that led to material savings/efficiencies.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

# Section 4: Pricing Sheet

## Pricing and Costs

* 1. Please complete the Pricing Schedule at Table H, below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.
	2. Please complete the Detailed Price Breakdown at Table H, below and include the itemised cost under each heading, as appropriate and any additional costs.
	3. All prices quoted must exclude VAT.
	4. Should you be successful, your fixed cost for the contract must be included in your RFQ Response and any costs which are not included will not be met by the Council either before or during the contract.
	5. Where the Council considers a price to be abnormally low, it may seek clarification and/or an explanation from the Potential Supplier, and the Council may reject any RFQ Response, at its absolute discretion, if it appears to be unreliable.
	6. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score. All other RFQ responses will be scored in accordance with the following calculation:

**Table H**

| **Pricing Schedule** |
| --- |
|  | Annual Treasury Management Consultancy Fee | £Click to enter text. |
|  | Other Out of Contract Cost/Rates (Please specify) | £Click to enter text. |
|  | Reports Preparation | £Click to enter text. |
|  | Fair value analysis/report | £Click to enter text. |
|  | Training (Equivalent of 1 Hours + Preparation) | £Click to enter text. |
|  | Costs A to E will be assessed individually based on criteria set out in Table D. The individual scores will be aggregated to derive to total price score. |
| **Non Contract Additional Costs (Ad hoc)****These rates will be assessed as part of other out of contract costs/rates** |
| **DAILY CONSULTANCY RATES** |
|  | Director | £Click to enter text. |
|  | Associate/ Assistant Director | £Click to enter text. |
|  | Senior Consultant | £ Click to enter text. |
|  | Support | £ Click to enter text. |
| Please add any non contract additional costs (ad hoc) that you wish to notify us of |
| E |  | £ Click to enter text. |
| F. |  | £ Click to enter text. |

# Section 5: Freedom of Information

1. Information in relation to this RFQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed and/or published where the expenditure is over £500, as per the Government Transparency agenda.
2. Potential Suppliers must state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under The Act. Potential Suppliers must state why they consider the information to be confidential or commercially sensitive.
3. Note that inclusion below will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in The Act. Note that the Declaration for this Section has been completed and signed at Section 3, Question 2.1 (g) of this document.

| **Information/Document** | **Reference/Page No.** | **Reasons for Non-Disclosure** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |

# Section 6: Declaration

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
	1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
	2. to the best of my knowledge, the information provided is complete and accurate;
	3. the price in Section 4 is our best offer;
	4. no collusion with other organisations has taken place in order to fix the price;
	5. that there is no conflict of interest in relation to the Council’s requirement;
	6. the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix 1;
	7. that no goods, supplies, services and/or works will be delivered or undertaken until both parties have executed the formal contract documentation as identified at Appendix 1 and an instruction to proceed has been given by the Council in writing; and
	8. I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

# Section 7: Due diligence

* 1. The Council will undertake its due diligence in advance of any contract award.
	2. The preferred Potential Supplier(s) will not be awarded the Contract until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before a contract can be awarded. The Council reserves the right to disqualify any Quotation Response which is incomplete.
	3. Due diligence may include credit checks in relation to the preferred Potential Supplier(s) (including each member of any consortium and of any key sub-contractor). This is important to the Council to ensure that any organisation who wishes to enter into a contract with the Council will be in a position to provide the goods, services and/or works on an ongoing basis as agreed within any contract. The Council works with external credit agencies to provide these financial checks.
	4. The Council reserves the right to reject a Potential Supplier from the procurement process, where any findings from the Council’s due diligence reveal a serious concern or risk for the Council that cannot be remedied in a reasonable amount of time before award. Potential Suppliers are strongly encouraged to check and manage their financial score within the industry.
	5. The Council reserves the right to revisit any selection criteria questions at any time before award stage, where the Council believes there is a risk that selection responses might have changed. The Council reserves the right to disqualify any Potential Supplier who no longer meets the selection criteria if it originally led to them continuing in the procurement process.

# Section 8: CONTRACT AWARD

1. The Council will notify all Potential Suppliers of its intention to award a contract.

1. This will include details of the:
	* 1. Award criteria scores;
		2. Name of the successful supplier(s).
2. The following documents shall form part of the contract between the Council and the successful supplier(s):
	* 1. Specification;
		2. Terms and Conditions plus related Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies, etc.);
		3. A pricing schedule (as completed by the Potential Supplier);
		4. Responses to requirements; and
		5. A list of commercially sensitive information.

## Appendix 1: Conditions of Contract

**SUPPLY OF SERVICES CONTRACT**

**CONTRACT DETAILS**

**DATE:**

|  |  |
| --- | --- |
| **[Contract No.]** | [CONTRACT NUMBER] |
| **Customer:** | NORTH NORTHAMPTONSHIRE COUNCIL |
| **Customer's address:** | Sheerness House, 41 Meadow Road, Kettering, NN16 8TL. |
| **[Customer's representative:]** | Name: Dapo ShonolaTitle: Senior Finance Business Partner – Treasury & TaxEmail: dapo.shonola@northnorthants.gov.ukTelephone: 07974197817Postal Address: Sheerness House, 41 Meadow Road, Kettering, NN16 8TL. |
| **Supplier:** | [COMPANY NAME] LIMITED (No. [NUMBER]) |
| **Supplier's address:** | [ADDRESS] |
| **Supplier's VAT number:** | [NUMBER] |
| **[Supplier's representative:]** | Name: [NAME]Title: [TITLE]Email: [EMAIL]Telephone: [NUMBER]Postal Address: [POSTAL ADDRESS] |
| **Services Start Date:** | 1 April 2022 |
| **Services:** | Treasury Management Consultancy Service – as further detailed in Schedule 1. |
| **Key Deliverables:** | Provide advice and support to the Council’s treasury management service – as further detailed in Schedule 1. |
| **Charges:** | As further detailed in Schedule 2 **OR** The charges for the Services set out in the Supplier's published price list in force at the date this Contract is signed by both parties. |
| **[Special terms:]** | [In the Conditions:[(a) Clause [NUMBER] deleted: The entire text of clause [NUMBER] is deleted and replaced with the words "Not used".][(b) Clause [NUMBER] added: This clause is inserted into the Conditions: [NEW CLAUSE].][c) Clause [NUMBER] amended: This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].]] |
| **Schedules:** | Schedule 1: Services.Schedule 2: Charges.Schedule 3: Mandatory Policies.[Schedule 4: Data protection.] |

1. This Contract is made up of the following:

(a) The Contract Details.

(b) The Conditions.

(c) The Mandatory Policies.

(d) The Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Signed by [NAME OF DIRECTOR]for and on behalf of [NAME OF CUSTOMER] | ...................................Director |
| Signed by [NAME OF DIRECTOR]for and on behalf of [NAME OF SUPPLIER] | ...................................Director |

Agreed terms

1. Interpretation
	1. **Definitions**:
2. Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
3. Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Contract Details [and Schedule 2].
4. Conditions: these terms and conditions set out in clause 1 (Interpretation) to Clause 12 (General) (inclusive).
5. Contract: the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, the Mandatory Policies, these Conditions and any Schedules.
6. control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
7. Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.
8. Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and the Key Deliverables set out in the Contract Details.
9. Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
10. Intellectual Property Rights: patents, [utility models,] rights to inventions, copyright and [neighbouring and] related rights, [moral rights,] trade marks [and service marks], business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off [or unfair competition], rights in designs, [rights in computer software,] database rights, rights to use, and protect the confidentiality of, confidential information (including know-how [and trade secrets]) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
11. M**andatory Policies** the Customer's mandatory policies [and codes] for contracts set out in Schedule 3, as amended by notification to the Supplier from time to time.
12. Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in Schedule 1.
13. Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.
14. Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any Customer Materials incorporated in them) or otherwise necessary or desirable to enable a Customer to receive and use the Services.
	1. **Interpretation**:
		1. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
			1. is a reference to it as [amended, extended or re-enacted from time to time ; and
			2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
		2. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
		3. A reference to **writing** or **written** includes email.
15. Commencement and term

The Contract shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than 3 months' written notice to terminate, expiring on or after the first anniversary of the Services Start Date.

1. Supply of services
	1. The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.
	2. In performing the Services the Supplier shall meet, and time is of the essence as to, any performance dates specified in Schedule 1.
	3. In supplying the Services, the Supplier shall:
		1. perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
		2. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
		3. appoint or, at the written request of the Customer, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services. ;
		4. only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
		5. ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
		6. ensure that the Services and Deliverables shall conform in all respects with the service description set out in Schedule 1 and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
		7. provide all equipment, tools, vehicles and other items required to provide the Services;
		8. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
		9. comply with:
			1. all applicable laws, statutes, regulations [and codes] from time to time in force; and
			2. the Mandatory Policies.
		10. observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and are notified to the Supplier;
		11. hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
		12. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; [and]
		13. notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier.
	4. In the event that the Supplier commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so then the Customer party may terminate this agreement with immediate effect by giving written notice to the Supplier and , a material breach means: a breach of any of the Suppliers obligations under this clause 3 or the mandatory policies set out at Schedule 3 of this agreement ; or a breach that has a serious effect on the benefit the Customer would otherwise derive from this agreement [over any 6-month period during its term]. ]
2. Customer's obligations
	1. The Customer shall:
		1. provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer [in writing] in advance, for the purposes of providing the Services;
		2. provide such necessary information for the provision of the Services as the Supplier may reasonably request; and
		3. [ANY OTHER OBLIGATIONS].
	2. A failure by the Customer to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Customer [in writing and in reasonable detail] of the Customer's failure and its effect or anticipated effect on the Services.
3. Title to Deliverables and Customer Materials
	1. Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Customer as part of the Services shall pass to the Customer on the earlier of their delivery to the Customer or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances.
	2. All Customer Materials are the exclusive property of the Customer.
4. Data Protection

The parties shall comply with their data protection obligations as set out in Schedule 4 (Data protection).

1. Intellectual property
	1. The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
	2. The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Customer and its licensees and sub-licensees. This clause 7.5 shall survive termination of the Contract.
2. Charges and payment
	1. In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 8.
	2. All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
	3. The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer [monthly in arrear, on or after the first day of each month **OR** at the intervals specified in Schedule 2]. Each invoice shall include all supporting information reasonably required by the Customer.
	4. The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
	5. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 11 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
	6. The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
3. Limitation of liability
	1. References to liability in this clause 9 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
	2. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
	3. Nothing in this clause 9 shall limit the Customer's payment obligations under the Contract.]
	4. Nothing in the Contract shall limit the Supplier's liability under the terms of the Contract unless restricted by a Court of Law.
	5. Nothing in the Contract limits any liability which cannot legally be limited, including [but not limited to] liability for:
		1. death or personal injury caused by negligence;
		2. fraud or fraudulent misrepresentation; and
		3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
	6. Subject to clause 9.2 (No limitation in respect of deliberate default), [clause 9.3 (No limitation on customer's payment obligations),] clause 9.4 (Liability under identified clauses) and clause 9.5 (Liabilities which cannot legally be limited):
		1. the Supplier's total liability to the Customer:
			1. [for loss arising from the Supplier's failure to comply with its data processing obligations under clause 6 (Data protection) shall not exceed £1,000,000; and]
			2. for all other loss or damage shall not exceed £5,000,000].
		2. the Customer's total liability to the Supplier:
			1. [for loss arising from the Customer's failure to comply with its data processing obligations under clause 6 (Data protection) shall not exceed £1,000,000; and]
			2. for all other loss or damage shall not exceed £5,000,000.
	7. The caps on the parties' liabilities shall be reduced by:
		1. payment of an uncapped liability;
		2. amounts awarded or agreed to be paid under Clause 9.4 ; and
		3. amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
	8. Subject to clause 9.2 (No limitation in respect of deliberate default)[, clause 9.3 (No limitation on Customer's payment obligations)], clause 9.4 (Liability under identified clauses) and clause 9.5 (Liabilities which cannot legally be limited), clause 9.8(b) identifies the kinds of loss that are not excluded. Subject to that, clause 9.8(a) excludes specified types of loss.
		1. Types of loss wholly excluded:
			1. Loss of profits.
			2. Loss of sales or business.
			3. Loss of agreements or contracts.
			4. Loss of or damage to goodwill.
			5. Indirect or consequential loss.
		2. Types of loss and specific losses not excluded:
			1. [Sums paid by the Customer to the Supplier pursuant to the Contract, in respect of Services not provided in accordance with the Contract.]
			2. Wasted expenditure.
			3. Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include [but are not limited to] consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials.
			4. Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include [but not be limited to] demands, fines, penalties, actions, investigations or proceedings, including [but not limited to] those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.
4. Insurance

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

1. Termination
	1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
		1. there is a change of control of the Supplier; or
		2. the Supplier's financial position deteriorates to such an extent that in the Customer's [reasonable] opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
		3. the Supplier commits a breach of clause 3.3(i).
	2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
		1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified [in writing] to do so;
		2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction]; or
		3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
	3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination [or expiry] of the Contract shall remain in full force and effect.
	4. Termination [or expiry] of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination [or expiry].
2. Exit arrangements

On termination of the Contract for whatever reason:

* + 1. the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
		2. the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it [including the assistance set out in the Services Specification at Schedule 1].
1. General
	1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 3 months’ written notice to the affected party.
	2. **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
	3. **Confidentiality.**
		1. Each party undertakes that it shall not [at any time **OR** at any time during the Contract, and for a period of [two] years after termination [or expiry] of the Contract,] disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party [or of any member of the Group to which the other party belongs], .
		2. Each party may disclose the other party's confidential information:
			1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 13.3(b); and
			2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
		3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
	4. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
	5. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
	6. **Waiver.**
		1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
		2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
	7. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.7 shall not affect the validity and enforceability of the rest of the Contract.
	8. **Notices.**
		1. Any notice [or other communication] given to a party under or in connection with the Contract shall be in writing and shall be:
			1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
			2. sent by email to the address specified in [SPECIFY RELEVANT DOCUMENT OR CLAUSE] or to the incumbent Senior Finance Business Partner – Treasury & Tax email address.
		2. Any notice [or communication] shall be deemed to have been received:
			1. if delivered by hand, at the time the notice is left at the proper address;
			2. if sent by [pre-paid first-class post or other] next working day delivery service, at [9.00 am] on the second Business Day after posting; or
			3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8(b)(iii),business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
		3. This clause 13.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
	9. **Third party rights.**
		1. [Unless it expressly states otherwise,] the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
		2. [The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.]
	10. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.
	11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
2. Services

Details of services to be provided included in the Request for Quotation.

1. Charges
2. Charges for the services

If a Supplier is appointed through this RFQ, the information contained in the ‘Pricing’ section of the RFQ will form the basis of charges to be paid under this contract.

1. Invoicing arrangements

Invoices to be addressed to:

Dapo Shonola

Senior Finance Business Partner – Treasury & Tax

Sheerness House

41 Meadow Road

Kettering

NN16 8TL.

1. Mandatory Policies

The Mandatory Policies are:

Modern Slavery and Human Trafficking.

1. Anti-slavery and human trafficking
	1. In performing its obligations under the agreement, the Supplier shall:
		1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-Slavery Laws) including [but not limited to] the Modern Slavery Act 2015;
		2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
		3. include in contracts with its subcontractor’s anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 1.
		4. notify the Customer as soon as it becomes aware of any actual or suspected breach of the Modern Slavery Act 2015.
		5. maintain a complete set of records to trace the supply chain of all [Goods] [and] [Services] provided to the Customer in connection with this agreement; and permit the Customer and its third-party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 1.
	2. The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
	3. Breach of this clause 1 shall be deemed a material breach under clause 3.3(i) .

 Anti-bribery and Anti-corruption Policy.

1. Anti-bribery and anti-corruption
	1. The Supplier shall during the term of this agreement:
		1. comply with all applicable laws, statutes, regulations [, and codes] relating to anti-bribery and anti-corruption including [but not limited] to the Bribery Act 2010 (Relevant Requirements);
		2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
		3. comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies as may be notified from time to time (Relevant Policies);]
		4. notify the Customer (in writing) if it becomes aware of any breach of clause 1.1], or has reason to believe that it has received a request or demand for any undue financial or other advantage [in connection with the performance of this agreement];
		5. immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier [or acquires a direct or indirect interest in the Supplier] and the Supplier warrants that it has no foreign public officials as [direct or indirect owners,] officers or employees at the date of this agreement.
	2. The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors, or other persons engaged in performance of the Supplier's obligations under this agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 1 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
	3. Breach of this clause 1 shall be deemed a [material breach.
	4. For the purpose of this clause 1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

**Schedule 4 Data Protection**

* 1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
	2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
	3. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
	4. The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
		1. process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
		2. ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
		3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
		4. not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
			1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
			2. the Data Subject has enforceable rights and effective remedies;
			3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
			4. the Supplier complies with the reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
		5. notify the Customer immediately if it receives:
			1. a request from a Data Subject to have access to that person's Personal Data;
			2. a request to rectify, block or erase any Personal Data;
			3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
		6. assist the Customer in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
		7. notify the Customer without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
		8. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
		9. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
	5. The Supplier's liability for losses arising from breaches of this clause are not limited..
	6. Where the Supplier wishes to appoint a subprocessor to process any Personal Data relating to this agreement, such subprocessor shall constitute a Sub-Contractor and the Supplier shall:
		1. notify the Customer in writing of the intended processing by the Sub-Contractor;
		2. obtain prior written consent from the Customer;
		3. enter into a written agreement incorporating terms which are substantially similar to those set out in this clause.
	7. Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).