

**Request for Quotation**

**NORTH NORTHAMPTONSHIRE RETAIL CAPACITY UPDATE**

**Contents**

**Section 1: Introduction** **Page 3**

1. General Requirements Page 3
2. Procurement Timetable Page 3
3. Clarification Questions Page 4
4. Quotation Responses Page 5
5. Evaluation of Quotations Page 5

**Section 2: Specification Page 8**

1. Introduction and background Page 8
2. Scope Page 12
3. Resources Page 13
4. Content of the report Page 14
5. Key Stages Page 14
6. Core outputs Page 14

**Section 3: Supporting Information Page 15**

**Section 4: Pricing Sheet Page 21**

1. Pricing and Costs Page 21

**Section 5: Freedom of Information Page 23**

**Section 6: Declaration Page 25**

**Section 7: Due Diligence Page 25**

**Section 8: Contract Award Page 27**

**Appendix 1: Methodology for Retail Capacity update relating to Rushden Lakes Phase 2 Page 28**

**Appendix 2: Conditions of Contract Page 30**

**Section 1: Introduction**

1. **General Requirements**
	1. North Northamptonshire Council (NNC) invites quotations for the provision of a retail capacity update.
	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.

1.5 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.

* 1. All documents and materials, which comprise the RfQ response, must be written in English only.
	2. Quotations are to remain open for acceptance for a period of 180 days from the Deadline for Submission of Bids.
	3. 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.
1. **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 Bidders 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 | Monday, 4 April 2022 |
|  | Deadline for Questions from Bidders | 17:00 on Wednesday, 20 April 2022 |
|  | Deadline to Provide Answers to Questions from Bidders | Tuesday, 3 May 2022 |
|  | Deadline for Submission of Bids | 12:00 noon on Friday, 13 May 2022 |
|  | Evaluation of Bids Received\* | Tuesday, 24 May 2022 |
|  | Contract Award\* | Wednesday, 1 June 2022 |
|  | Contract Start\* | Monday, 6 June 2022 |
|  | Contract End (EXCLUDING Extension Periods)\* | Friday, 4 November 2022 |
|  | Contract End (INCLUDING Extension Periods)\* | Friday, 2 June 2023 |

* 1. The Council reserves the right to amend this timetable, and items marked with an asterisk, i.e. \*, are provided for indicative purposes only.
1. **Clarification Questions**
	1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred to the officer detailed in Table B, below, no later than the Deadline for Questions from Bidders date in Table A.

3.2. 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.

3.3. 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.

3.4. 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.

**Table B**

|  |  |
| --- | --- |
| Name | Bernice Turner |
| Job Title | Senior Planning Officer (Local Plans) |
| E-Mail address | Bernice.Turner@northnorthants.gov.uk  |

1. **Quotation Responses**

Should you wish to take part in the selection process please complete this RfQ and return to the officer as detailed in Table C, below, no later than the Deadline for Submission of Bids date in Table A.

**Table C**

|  |  |
| --- | --- |
| Name | Bernice Turner |
| Job Title | Senior Planning Officer (Local Plans) |
| E-Mail address | Bernice.Turner@northnorthants.gov.uk  |

1. **Evaluation of Quotations**
	1. **THOSE BIDDERS 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. Based on the information provided by Bidders, each compliant RfQ Response will be evaluated based on the following criteria:

|  |
| --- |
| **Evaluation Method: Weighted combination of Quality and Price** |

**Quality Questions at ‘X’% + Pricing at ‘Y’% = 100%**

Total sum of (question score × weighting of question)

= Potential Provider Quality Score

(Potential Provider Quality Score ÷ Max Quality Score Available) × “X*”*

= Potential Provider Quality %

1. **Quality Questions (Part 3 Section B)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Potential Provider Quality Score** | **Max Quality Score Available** | **Score %****(If “X” = 40)** |
| Bid 1 | 50 | 100 | 20% |
| Bid 2 | 75 | 100 | 30% |
| Bid 3 | 100 | 100 | 40% |

The Quality Questions will be scored using the following scale:

| **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.
 |

1. **Pricing (Part 4)**

Pricing % will be calculated as follows:

The bid with the lowest overall price will receive a full score of Y%

The following calculation will be applied to the other bids:

Score = Y – ((( Price - Lowest Price ) / Lowest Price x 100 ) x ( Y / 100 ))

This means than any bid that is double or more the lowest compliant bid will score 0% for the pricing element.

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Lowest Compliant Bid Price (£)** | **Potential Providers Price (£)** | **Score %** **(If “Y “= 60)** |
| Bid 1 | £40,000 | £40,000 | 60 |
| Bid 2 | £40,000 | £50,000 | 45 |
| Bid 3 | £40,000 | £60,000 | 30 |

**TOTAL SCORE EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Quality Score (%)** | **Price Score (%)** | **Total (%)** |
| Bid 1 | 20 | 60 | 80 |
| Bid 2 | 30 | 45 | 75 |
| Bid 3 | 40 | 30 | 70 |

5.3 Your submission should describe how you propose to deliver the services described in the specification in section 2. Weighting and word counts are indicated where applicable in section 3, this is summarised below:

|  |  |  |
| --- | --- | --- |
| **Question** | **Requirement** | **Total Weighting** |
| 7 | Understanding the project requirements | 20% |
| 8 | Technical approach to retail capacity study and town centre health checks | 15% |
| 9 | Technical approach to the town centre strategies and advice relating to Sustainable Urban Extensions (SUEs) | 15% |
| 10 | Relevant experience and capabilities, staff and resources | 10% |
| 11 | Project plan | 10% |
| **Sub-total – quality questions** | **70%** |
|  | Price | 30% |
| **Total** | **100%** |

**Section 2: Specification**

1. **Introduction and Background**
	1. The current, adopted North Northamptonshire Joint Core Strategy (JCS) includes policies to deliver 31,100 jobs (between 2011 – 2031) and a total of 35,000 new homes across North Northamptonshire with a strategic opportunity to raise this to 40,000 dwellings.
	2. The JCS was prepared by the North Northamptonshire Joint Planning Committee and was adopted in July 2016. It covers an area covered by the four former boroughs and districts of Corby, Kettering, East Northamptonshire and Wellingborough. On 1 April 2021 a new North Northamptonshire unitary council was created replacing the four districts and boroughs and the county council. Work has started on updating the JCS and this plan is currently being referred to as the North Northamptonshire Strategic Plan (NNSP). The Retail Capacity update is a key piece of evidence for the preparation of this plan. The timetable for the preparation of the NNSP is set out in the emerging Local Development Scheme which was considered by the [Planning Policy Executive Advisory Panel on 9th December 2021](https://northnorthants.moderngov.co.uk/documents/g280/Public%20reports%20pack%2009th-Dec-2021%2009.30%20EAP%20Planning%20Policy.pdf?T=10).
	3. The scope of the plan will focus on strategic matters which will, as a minimum, meet the requirements of the NPPF for North Northamptonshire Council to have a plan that addresses the strategic priorities for the area and responds to the challenges and opportunities presented by the Government’s ambitious growth proposals for the Oxford-Cambridge Arc. The plan will take forward the key commitments for the Council set out in the [Corporate Plan](https://www.northnorthants.gov.uk/corporate-plan), that was adopted on 1st December 2021, and provide the spatial dimension to it, including improving the accessibility and use of leisure, culture, art and sport; promoting better training, further education and employment opportunities for young people; and helping town centres respond to changing trends. The statutory timetable of the Plan will be 2021 to 2041 with the spatial vision extending to 2050. This is because those aspects of the plan which must be evidence based, such as housing and job numbers, are better suited to this shorter time horizon.
	4. The retail strategy in the JCS is set out in Policy 12 *Town Centres and Town Centre uses*, which was informed by the 2014 North Northamptonshire Retail Capacity Update[[1]](#footnote-2)*.* The strategy distinguishes between the northern and southern functional sub-areas of North Northants as set out in figure 15 of the JCS overleaf.



* 1. The JCS retail strategy seeks to maintain and regenerate Kettering and Corby town centres as the focus of higher order facilities and retail investment serving growing communities in the north of North Northants, including a minimum increase of 12,500 sqm net comparison shopping floorspace in the town centres of Corby and Kettering by 2031.
	2. In the South of North Northants, the retail strategy recognises that the Rushden Lakes retail and leisure development will account for most, if not all, of the forecast additional comparison spending for the southern area and will also divert some trade from existing shopping locations. Policy 12 sets out the need to adapt and diversify Wellingborough and Rushden town centres to operate successfully alongside the permitted out of centre retail and leisure development at Rushden Lakes.
	3. It should be noted that the Rushden Lakes development has evolved since the Secretary of State’s original consent. Planning applications have been consented for a link road to the west of the Rushden Lakes complex, along with a mixed-use development for 14 units comprising retail, restaurants, office and leisure floorspace. Further information is contained in the East Northamptonshire Council report for the application, known as ‘Rushden Living’[[2]](#footnote-3).
	4. JCS para 5.34 indicates that the need for additional expenditure in the southern area of North Northants will be monitored and reviewed when the Rushden Lakes development has commenced trading and trading patterns have ‘bedded down’. The first phase of Rushden Lakes started trading in July 2017, so it is appropriate to now undertake this monitoring.
	5. The 2017 s106 agreement in relation to the revised leisure scheme at Rushden Lakes (Phase 2: leisure building to include a cinema, other leisure units and restaurant units, retail units and cycle hire facilities[[3]](#footnote-4)) includes a contribution for “*an updated assessment of the likely impact of the Revised Leisure Scheme Development and the Main Scheme Development on Wellingborough Town Centre: a) to identify whether at 2021, the impact Threshold[[4]](#footnote-5) has or is likely to have been exceeded at Wellingborough Town Centre; b) using a methodology to be agreed between the owner and BCW in accordance with the parameters included in Appendix 1*”. The agreement requires the council to use reasonable endeavours to procure the update immediately following the second anniversary after the first occupation of the revised leisure scheme. First occupation was on 28 July 2018, so the update is now due. It was decided that due to the uncertainty caused by the Covid-19 pandemic and lockdown that it was prudent to delay this work until more normal retail conditions were experienced. It is considered that this update should form part of this study. This will ensure that there is a comprehensive, up-to-date evidence base for the whole of North Northamptonshire for the NN Strategic Plan as well as informing town centre strategy development.
	6. Town centres across North Northamptonshire have changed significantly since the 2014 Retail Capacity Update, some of this is likely to be as a result of growth in online shopping as well as the opening of the Rushden Lakes development. It is anticipated that these changes may have been accelerated by the impact of the Covid-19 pandemic and the uncertainty for the retail industry and wider economy following Brexit. Furthermore, there have been changes in national policy including updates to the NPPF to encourage a more flexible approach to town centres and significant changes to the Use Classes Order. The town centre strategy work will need to understand and respond to these issues.
	7. Kettering area has reported that one market reaction to the decline of the High Streets has been seen through landlords representing the larger, often vacant, retail units submitting applications for a sub-division. Proposals have also been made to reduce or remove storage rooms and convert these spaces to residential use. The two most high-profile examples have been following the closure of New Look on Gold Street, Kettering (Approved) and Burton Menswear on High Street, Kettering (Approved). The market remains uncertain, with potential for further large units falling vacant.

* 1. Evidence is required to guide the consideration of future applications as to whether the loss of further large units in the High Street is likely to result in long-term decay and prevent future growth. Advice is needed as to whether applications of this nature should be resisted, to preserve the potential of the High Streets as active centres, or whether the era of larger high street stores in our town centres has passed. This would investigate what the current demand nationally is for unit sizes and more specifically in North Northamptonshire, evidence demand in relation to the current market, taking into account the impact of Rushden Lakes. It should also consider the current local demand and requirement for storage/stock areas for retail requirements and whether a certain level of larger units should be retained in order to satisfy future demand.
	2. A further consideration would be to provide advice on the increase in the mix of uses that could be acceptable within town centres generally, and for individual units, which would help maintain the core nature of retail streets or evolving leisure/assembly uses which would not detract from future retail occupation in those areas. Anecdotally, it is felt that Corby lacks leisure/assembly uses that larger units retained could be used for. Currently there is little family entertainment in the town centre.
	3. Both Corby and Kettering have been successful in securing recent Government funding to assist the town centres. Corby has been awarded £19.9m for the Corby Towns Fund as part of the Government’s Towns fund project for “struggling” towns across England. The Corby Town Fund comprises four projects including: a new Sixth Form College; a new Multi-use building; Cycle/pedestrian link between the railway station and town centre; and “Smart and connected Corby”, which gathers data of footfall, cyclists and car users for Corby town centre.
	4. Kettering has been awarded 2.1m from Historic England for the Kettering High Street Heritage Action Zone project (HSHAZ). NNC has added a further £2.4m to make the project worth £4.5m over 4 years. The project aims to revitalise the town centre by focusing on heritage. Works include public realm improvements and grants for shopfronts, building repairs and conversions.
	5. In light of the changing retail landscape the study should provide evidence as to regeneration opportunities within the town centres and provide advice to the council on responding to changing trends, including how to encourage vacant retail units to be put into new uses, such as community hubs, creative sector uses, live/work units and the future role of residential development. New trends in working from home post pandemic and internet shopping are particularly relevant. The Retail Capacity update prepared by White Young Green as part of the examination of the Part 2 Local Plan for Corby (examination document [EB-RT5](https://www.corby.gov.uk/sites/default/files/files/Retail%20Capacity%20Study.pdf)) provides some useful commentary on the retail market position at May 2020 (chapter 4), in particular relating to economic considerations and vacant units within Corby town centre (see paragraphs 4.2.5 and 4.5.1).
	6. The growth strategy within North Northamptonshire includes a number of Sustainable Urban Extensions (also known as Garden Communities). The JCS (Policy 12 and supporting text para 5.25) requires that the SUEs will include district/ local centres of an appropriate scale with convenience shops and facilities such as medical centres and schools to meet the day-to-day needs of residents. They will not provide significant convenience and comparison shopping provision or other facilities serving a wider area, which would be better located in the town centres. Advice is sought on what would be an appropriate scale and mix of provision at the proposed SUE district/ local centres to ensure that the provision meets the needs of residents of the SUEs without impacting on the vitality and viability of town centres. It should be noted that some of the SUEs benefit from planning permissions that include approved masterplans/parameters plans.
1. **Scope**
	1. Tenders are sought for the preparation of a 2022 NN Retail Capacity Update. The results will provide evidence for the drafting of the NN Strategic Plan, support the development of local town centre strategies, should the Council wish to progress these, as well as informing development management decisions. The work will comprise 5 distinct elements, which are set out below:
2. A retail capacity update of the likely impact of Rushden Lakes on Wellingborough Town Centre as set out in the 2017 S106 agreement for the Revised Leisure Scheme Development. The methodology should be agreed with the owner in accordance with the parameters at Schedule 5 of the agreement, included here as Appendix 1. This update should be prepared as a stand-alone interim report.
3. An update to the 2014 North Northamptonshire (NN) [Retail Capacity Study](http://www.nnjpdu.org.uk/publications/north-northamptonshire-retail-capacity-update-2014-update/). This will include a household survey[[5]](#footnote-6) of shopping patterns of residents of the NN catchment area and changes in circumstances since the 2014 update. This needs to be directly comparable to the previous survey work, but also pick up changes e.g. has the NN catchment expanded as a result of Rushden Lakes? In this respect, the consultant should engage with the operators of the main retail developments to see where customers are drawn from. It should also be compatible with the methodology for the Retail Capacity update relating to Rushden Lakes Phase 2 referred to in criterion 1 above. This capacity update will run to 2041. The period to 2031 will be based on growth planned in the JCS using the latest housing trajectories and the period 2031-41 will be based on the most robust approach. Tenders should also identify costs of refining capacity estimates for 2031 to 2041 when revised demographic projections are available as part of work on the evidence base for the NN Strategic Plan.
4. Health checks of the 12 North Northamptonshire town centres (Corby, Kettering, Wellingborough, Rushden, Desborough, Rothwell, Burton Latimer, Oundle, Thrapston, Raunds, Irthlingborough, Higham Ferrers), covering the matters set out in [PPG Paragraph: 006 Reference ID: 2b-006-20190722](https://www.gov.uk/guidance/ensuring-the-vitality-of-town-centres). These should assess changes compared to the health checks undertaken as part of the [2011 Retail Capacity Update](http://www.nnjpdu.org.uk/publications/north-northamptonshire-retail-capacity-update/) and any more recent information collated by the local planning authority for individual town centres.
5. Recommendations on town centre strategies taking account of evidence of their current state of health and the opportunities that exist to respond to changing trends, accommodate a range of suitable development and support their vitality and viability. This should address the implications of sub-dividing retail units and consider what impact this could have on retail capacity/strategy, regeneration opportunities in the town centres and the other issues identified in paras 1.9-1.16, including what uses or facilities should be permitted within town centres to attract people to use and visit them. This will also need to cover issues set out in PPG Paragraph: 004 Reference ID: 2b-004-20190722.
6. Advice on the role and scale/mix of provision required at the SUE district and local centres to ensure that the provision meets the needs of residents of the SUEs without impacting on the vitality and viability of town centres.
7. **Resources**
	1. The assessment should be aware of, and consider the relevance of, information within the following documents:
* [North Northamptonshire Joint Core Strategy 2011 – 2031](http://www.nnjpdu.org.uk/publications/adopted-north-northamptonshire-joint-core-strategy-2011-2031/) (Part1) – adopted July 2016
* [The Plan for the Borough of Wellingborough](https://wellingborough-consult.objective.co.uk/portal/wellingboroughplan/pbw_adopted?pointId=5075788) (Part 2) – adopted 26 February 2019
* [Kettering Council’s Local Plan (Part 2)](https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=142&MId=339&Ver=4) – adopted 1 December 2021
* [Corby Borough Council’s (Part 2) Local Plan](https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=151&MId=176&Ver=4) – adopted 29 September 2021
* [East Northamptonshire Council (Part 2) Local Plan](https://www.east-northamptonshire.gov.uk/info/200193/adopted_local_plan/65/development_plan_documents/6) – submitted for Examination
* Town centre health checks: Burton Latimer (June 2011), Desborough (May 2011), Kettering (October 2013), Rothwell (May 2011), Market town centres health check update (March 2016)
* Kettering Town Centre Area Action Plan – adopted 2011 and Annual Monitoring Reports
* [Kettering Town Centre Delivery Plan](https://www.kettering.gov.uk/downloads/file/18476/kettering_town_centre_delivery_plan) 2018-2025, 2018
* North Northamptonshire Retail Capacity Update, Peter Brett Associates October 2014
* [Retail Capacity update prepared as part of the examination of the Part 2 Local Plan for Corby](https://www.corby.gov.uk/sites/default/files/files/Retail%20Capacity%20Study.pdf), White Young Green, May 2020
* [North Northamptonshire Economic Prospectus](http://www.nnjpdu.org.uk/publications/north-northamptonshire-economic-prospectus/) (September 2020)
* [North Northamptonshire Investment Framework](http://www.nnjpdu.org.uk/publications/north-northamptonshire-investment-framework/) (June 2019)
* North Northamptonshire Authorities’ Monitoring Reports
* [South East Midlands Local Industrial Strategy](https://www.semlep.com/industrial-strategy/) (July 2019)
* [Kettering High Street Heritage Action Zone](https://thisiskettering.com/hshaz/)
* [North Northamptonshire Strategic Plan Scope and Issues consultation document](https://northnorthants.citizenspace.com/planning/north-northants-strategic-plan-scope-and-issues-co/) (March 2022)
	1. This list is not exhaustive and other documents should be referred to in the production of the assessment and the council will advise on additional documents that it considers may be relevant. The council will also be able to provide other evidence to support the report including commercial and property information.
1. **Content of the report**
	1. The final report should include all of the elements outlined earlier in this brief. The report should also include an explanation of the approach used.
2. **Key Stages**
	1. The appointed consultant will be responsible for producing a detailed programme at the outset for carrying out the work and for completion of stages by key target dates to be agreed with the Council at the initial meeting. This programme should include a detailed, step-by-step timed plan describing methodology, specific tasks, responsibilities and estimated time / resources to complete each step.
3. **Core outputs**
	1. The following should be provided as part of the commission:
		* A freestanding draft report to be produced in MS Word;
		* A freestanding final report to be produced in MS Word and PDF format. These should be in an accessible format to enable publishing on the Council’s website;
		* Any additional technical work commissioned;
		* The data and spreadsheets underpinning production of the retail capacity update; and
		* Digital material, infographics and collateral which can be used on social media and digital platforms.
	2. North Northamptonshire Council (NNC) shall hold copyright of all presented material. NNC shall be able to distribute the material in part or whole to any organisation or individual it determines, at no extra cost, and any proceeds of the sale will belong to NNC.

**Section 3: Supporting Information**

1. Please complete this information.

| **General Information** |
| --- |
| **Question 1:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 1.1. (a) | Full name of the potential Bidder 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) | Trading name(s) that will be used if successful in this procurement. | Click to enter text. |
| 1.1. (j) | Are you a Small, Medium or Micro Enterprise (SME)? | Choose an item. |
| 1.1 (k) | If applicable, details of immediate parent company | Click to enter text. |
| 1.1 (l) | If applicable, details of ultimate parent company | Click to enter text. |

**Please Note:** To avoid any unnecessary duplication for the Bidder, 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 |
| *Bidder 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 |  |  |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract? The levels of insurance cover are indicated below.* |
| 3.1. | Employer’s (Compulsory) Liability Insurance at no less than £10,000,000*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | Choose an item. |
| 3.2. | Public Liability Insurance at no less than £5,000,000 | Choose an item. |
| 3.3. | Professional Indemnity Insurance at no less than £2,000,000 | Choose an item. |

| **Requirements under Modern Slavery Act 2015** |
| --- |
| **Question 4:** | **Scoring Methodology:** | Pass/Fail |  |  |
| 4.1. (a) | The Council wants to ensure that within your business and its supply chain, there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view that a person is being exploited or conducting any activities that contain violation of human rights.Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015? | Choose an item. |

| **General Data Protection Regulation (GDPR)** |
| --- |
| **Question 5:** | **Scoring Methodology:** | Pass/Fail |  |  |
| 5.1. | The Council wants to ensure that within your business and/or in its supply chain, the processing of personal data and processes in relation to this contract are complaint with the requirements of the General Data Protection Regulations (GDPR) and Data Protection Act.Please confirm that you and your supply chain with regards to this RfQ response comply with all applicable data protection legislation including but not limited to the General Data Protection Regulations (GDPR) and Data Protection Act. | Choose an item. |

| **Social Value** |
| --- |
| **Question 6:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 6.1. | Having read the specification what community benefits, will your organisation provide as part of your proposal? Examples include but not be limited to:* Sub-contracting locally;
* Improvements to the area covered by North Northamptonshire; and/or
* Use of apprenticeships.
 | Choose an item. |
| **Answer**: |

| **Understanding the project requirements** |
| --- |
| **Question 7:** | **Max Score Available:** | 20% | **Word Limit:** | 2500 words |
| Please set out your understanding of the project requirements and outline your overall approach for delivering the project. This should include:* any suggestions relating to the need to refine the project relating to any omissions, amendments or other suggestions
* demonstration of how the consultant will comply with the government’s requirements and practice guidance and any potential changes to this during the lifetime of the project
* identifying any potential difficulties which might arise in undertaking the project
* identifying relevant sources of data
* identifying any resources required from the council
* demonstration that the consultant has no conflicts of interest if successfully appointed. Consultants should also detail what strategy would be put in place to deal with a potential conflict of interest, should it arise.
 |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Technical approach to retail capacity study and town centre health checks** |
| --- |
| **Question 8:** | **Max Score Available:** | 15% | **Word Limit:** | 2500 words |
| Please set out the detailed proposed methodology for carrying out the retail capacity updates, and town centre health checks as set out in Tasks 1-3. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Technical approach to the town centre strategies and advice relating to SUEs** |
| --- |
| **Question 9:** | **Max Score Available:** | 15% | **Word Limit:** | 2500 words |
| Please set out the detailed proposed methodology for undertaking Tasks 4-5. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Relevant experience and capabilities, staff and resources** |
| --- |
| **Question 10:** | **Max Score Available:** | 10% | **Word Limit:** | 2500 words |
| Please demonstrate your experience and track record of producing similar assessments including case studies where this has successfully supported the adoption of a local plan. This should include names, addresses, telephone numbers of referees from whom references may be sought and can verify the quality and services standards you currently or have recently provided in the last three years.Please also define the management structure that you would put in place to support the successful performance of this contract, and state all the personnel who will be working on the programme, with breakdown of assumed time input and costs (based on stated day-rates) on each of the tasks identified in the specification. Please outline the experience of key members of the project team, including any subcontractors who will be working on the project.Please provide CVs to support your response (CVs are not included in the word count, but each CV should be no more than 4 pages). |
| **Answer:** |
| Click to enter text. |
| **Word Count:** |  |

| **Project Plan** |
| --- |
| **Question 11:** | **Max Score Available:** | 10% | **Word Limit:** | 2000 words |
| Please provide a comprehensive work programme that includes each of the tasks/ outputs referred to in the Specification taking account of the key dates/milestones. You should describe the project management arrangements that will be put in place to meet the particular requirements of this project. In particular, this should include project management of reporting requirements, meetings, sign-off and escalation processes.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

**Section 4: Pricing Sheet**

1. **Pricing and Costs**
	1. Please complete the Pricing Schedule at Table D below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.
	2. All prices quoted must exclude VAT.
	3. 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.
	4. Where the Council considers a price to be abnormally low, it may seek clarification and/or an explanation from the Bidder, and the Council may reject any RfQ Response, at its absolute discretion, if it appears to be unreliable.

**Table D**

| **Pricing Schedule** |
| --- |
|  | Please provide a fee proposal based on:* + - 1. A breakdown of costs for tasks in the specification including details of the applicable day rates for members of the consultancy team.
			2. Fee proposals shall include all expenses, and inputs required to complete the work as set out above.
 |
|  | Task 1 – Retail capacity update of the likely impact of Rushden Lakes on Wellingborough Town Centre as set out in the 2017 S106 agreement for the Revised Leisure Scheme Development | £Click to enter text. |
|  | Task 2 – Update to the 2014 North Northamptonshire (NN) Retail Capacity Study | £Click to enter text. |
|  | Task 3 – Health checks of the 12 North Northamptonshire town centres | £Click to enter text. |
|  | Task 4 – Recommendations on town centre strategies | £Click to enter text. |
|  | Task 5 – Advice for district and local centres at SUEs | £Click to enter text. |
|  | Additional costs associated with updating the results | £Click to enter text. |
|  | Additional Costs not otherwise specified | £Click to enter text. |
|  | Total Cost (A+B+C+D+E+F+G) | £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. Bidders 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. Bidders 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 provider(s).
2. The following documents shall form part of the contract between the Council and the successful provider(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: Methodology for the Retail Capacity update relating to Rushden Lakes Phase 2**





**Appendix 2: Conditions of Contract**

**DATED**

------------

**Consultancy agreement**

between

North Northamptonshire Council and

**[CONSULTANT'S NAME]**

|  |
| --- |
|  |
|  |

THIS AGREEMENT is made ]

BETWEEN

|  |  |
| --- | --- |
|  |  |
| (1) | North Northamptonshire Council of Cedar Drive, Thrapston, **Northamptonshire**, NN14 4LZ (**the “Council”**); and |
|  |  |
| (2) | **[XXX]** (Company Registration No [XXX])whose offices are at [XXX] (**the “Consultant”**). |
|  |  |

BACKGROUND:

1. The Council has advertised for providers of the Services (as defined in Clause 1.1 (Definitions) below) and following a request for quotation process and the Supplier’s Tender Response at Schedule 2, has selected the Supplier to provide the Services to the
2. In reliance upon the skill, knowledge and experience the Consultant has represented that it has, the Council wishes to appoint the Consultant to provide the Services.
3. The Consultant agrees to accept the appointment in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the definitions set out below shall apply.

|  |  |
| --- | --- |
|   |  |
| “Agreement” | this professional services agreement, its terms and conditions, the schedule and any other document attached; |
|  |  |
| “Best Industry Practice” | standards, practices, methods and procedures conforming to the Laws and with all due care, skill, diligence and ability which would be expected from a skilled and appropriately experienced, qualified and trained person or body engaged in a similar type of undertaking under the same or similar circumstances; |
| “Bribery Act” | the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation; |
|  |  |
| “Commencement Date” | 17 Dec 2021 |
|  |  |
|  |  |
|  |  |
| “Data Controller” | as defined in the Data Protection Legislation; |
|  |  |
| Data Protection Legislation” | all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; |
|  |  |
| “Data Subject” | as defined in the Data Protection Legislation; |
|  |  |
| “Confidential Information” | all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party’s representatives in connection with this Agreement, including but not limited to:a. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;b. any information developed by the parties in the course of carrying out this Agreement;c. Personal Data;d. any commercially sensitive Information. |
|  |  |
| “Consultant’s Representative” | the representative appointed by the Consultant in relation to this Agreement, whose details are set out in the Schedule 2, or such other person as the Consultant may otherwise advise in writing;  |
|  |  |
| “Council’s Authorised Officer ” | the officer responsible for the monitoring and management of this Agreement, or such other person as the Council may otherwise advise in writing; |
|  |  |
| “Expiry Date”  | 30 June 2022; |
|  |  |
| “Fees” | the fees payable to the Consultant by the Council under the Agreement for the full and proper performance by the Consultant of its obligations under this Agreement, as set out in the Schedule 3; |
|  |  |
| “Force Majeure Event” | any cause materially affecting the performance of the Services under the Agreement arising from any act, events, omissions, happenings or non-happenings beyond the parties reasonable control including, without limitation, acts of God, war, riot, fire, flood or any disaster affecting either of the parties but will not mean any labour dispute between the Consultant and the Consultant’s employees, agents or sub-contractors; |
|  |  |
| “Laws” | any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body which the Consultant is bound to comply with; |
|  |  |
| “Personal Data” | as defined in the Data Protection Legislation; |
|  |  |
| “Data Processor” | as defined in the Data Protection Legislation;  |
|  |  |
| “Prohibited Act” | (a) | offering, promising or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward: |
|  |  |  |  |
|  |  | (i) | for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; or |
|  |  | (ii) | for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council; |
|  |  |  |  |
|  | (b) | committing any offence: |
|  |  |  |
|  |  | (i) | under the Bribery Act and or the Data Protection legislation; or |
|  |  | (ii) | under legislation creating offences in respect of fraudulent acts; or |
|  |  | (iii) | at common law in respect of fraudulent acts in relation to this Agreement or any other agreement with the Council; or |
|  |  | (iv) | defrauding or attempting to defraud or conspiring to defraud the Council; |
|  |  | (v) | any action that may reasonably be considered to be to the detriment of the Council and or its end user’s welfare, either by positive action or by omission. Such action shall include but is not limited to; breach of the law, related to health, safety and or care, safeguarding, abuse, sexual allegations and or misconduct; financial malpractice or business continuity failure; |
|  |  |
| “Safety Legislation” | the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the Services and the health and safety of the users of such equipment; |
|  |  |
| “Schedule” | the schedules attached to this Agreement; |
|  |  |
| “Services” | the services to be provided to the Council by the Consultant and its Staff, as specified in the Schedule 1; |
|  |  |
| “Staff” | all persons employed by the Consultant to perform its obligations under the Agreement together with the Consultant’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Agreement; |
|  |  |
| “Tender Response” | the tender response and other associated documents prepared by the Consultant as detailed in Schedule 2; |
|  |  |
| “Working Day”  | Monday to Friday, excluding public holidays in England and Wales. |
|  |  |

1.2 The interpretation and construction of the Agreement shall be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and neuter;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

(e) references to any party shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(f) the words “include”, “included”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

(g) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

(h) in cases of conflict the following order of precedence shall apply:

 1. the terms and conditions of this Agreement;

 2. the Services detailed in Schedule 1;

 3. the Tender Response detailed in Schedule 2;

 4. Schedule 3 and then 4.

2. COMMENCEMENT AND DURATION

2.1 This Agreement is for a period commencing on the Commencement Date and terminating on the Expiry Date (the “Term”), subject always to review or such lesser period as a result of the Agreement being terminated earlier in accordance with the provisions of this Agreement.

2.2 The Consultant confirms that:

2.2.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement; and

2.2.2 it has entered into this Agreement in reliance on its own due diligence.

3. THE SERVICE STANDARD

3.1 In performing the Services, the Consultant shall:

* + 1. comply with the terms of this Agreement and completes the Services in accordance with the requirements set out in the Schedule 1 in all material respects ensuring that, except with the consent of the Council;
		2. operate and deliver the Services in accordance with Best Industry Practice and in compliance and conformance with all applicable Laws;
		3. notify the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Services;
		4. co-operate with the Council in all matters relating to the Services;
		5. co-operate, and procure that its Staff co-operates, with the Council in carrying out any performance monitoring, at no additional charge to the Council; and
		6. use its best endeavours to promote the interests of the Council.
	1. The Consultant shall meet all the performance requirements set out in the Specification.
		1. For the avoidance of doubt, deduction of Compensation amount from payments due to the Consultant shall not be an exclusive remedy for a particular Service Level failure.

4. FEES AND PAYMENT

4.1 The Consultant they shall be responsible for any costs, expenses and insurances associated with any travel required under for the provision of the Services.

4.2 In consideration of the performance of the Consultant’s obligation under the Agreement, and upon successful completion of any milestones set out in schedule 1, the Council shall pay the Fees set out in the Schedule 3 within thirty (30) days of a correctly rendered invoice. No extra charges shall be effective unless agreed in writing and signed by the Council.

4.3 All invoices shall be directed to the Council’s Authorised Officer.

4.4 The Council shall pay all undisputed invoices submitted to it by the Consultant in accordance with the payment arrangements set out in Schedule 3, to a bank account nominated in writing by the Consultant. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

4.5 The Council may reduce payment in respect of any Services which the Consultant has either failed to provide or has, in the Council’s reasonable opinion, provided inadequate Services;

4.6 All amounts payable by the Council under the Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (the “VAT”). Where any taxable supply for VAT purposes is made under the Agreement by the Consultant to the Council, the Council shall, on receipt of a valid VAT invoice from the Consultant, pay to the Consultant such additional amounts in respect of VAT as are chargeable on the performance of the Services at the same time as payment is due for the performance of the Services.

4.7 If the Council fails to pay any amount properly due and payable by it under the Agreement, the Consultant shall have the right to charge interest on the overdue amount at the rate of two (2) per cent per annum above the base rate for the time being of the Bank of England, accruing on a daily basis from the due date up to the date of actual payment. This clause shall not apply to payments that the Council disputes in good faith.

4.8 The Consultant shall maintain complete and accurate records of the time spent and materials used by the Consultant in the performance of the Services, and the Consultant shall allow the Council to inspect such records at all reasonable times on request.

4.9 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Consultant and shall not constitute any admission by the Council as to the performance by the Consultant of its obligation hereunder.

4.10 The Council may at any time, without notice to the Consultant, set off any liability of the Consultant to the Council against any liability of the Council to the Consultant, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

4.11 Where the Consultant enters into a Sub-Contract, the Consultant shall include in that Sub-Contract:

4.11.1 provisions having the same effect as clauses 4.3 – 4.4 of this Agreement; and

4.11.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 4.3 – 4.4 of this Agreement;

4.11.3 in clause 4.10, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of)

the whole or any part of this Agreement.

5. STATUTORY RIGHTS

5.1 Nothing in these conditions shall affect in any way the statutory rights of the Council or any subsequent amending or consolidating legislation.

5.2 A party who is not a party to this Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement expressly provides otherwise.

5.3 The Consultant shall at its own expense, comply in all respects with the Laws and all applicable rules and regulations and Best Industry Practice in all matters arising in the performance of or in connection with the Agreement.

6. MONITORING

6.1      The Consultant's performance of the Services shall be monitored by the Council’s Authorised Officer, who shall be entitled to make recommendations to the Consultant for improving the standard of the Consultant’s performance in undertaking the Services.

6.2 The Consultant’s Representative will meet regularly with the Council’s Authorised Officer (the "Liaison Meetings") upon receiving a request to do so, to discuss the Services being provided by the Consultant and to provide the Council with progress reports.

6.3 At Liaison Meetings the Council’s Authorised Officer and the Consultant’s Representative will review, among other things, the Consultant’s performance, key performance indicators (the “KPIs”) where applicable, progress-to-date on provision of the Services, and any issues relating to the performance of the Services.

6.4 The Council’s Authorised Officer shall keep minutes of all Liaison Meetings.

7. ANTI-BRIBERY AND MODERN SLAVERY ACT REQUIRMENT

7.1 The Consultant shall:

7.1.1 comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act and Modern Slavery Act 2015;

7.1.2 maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with all applicable anti-bribery and anti-corruption legislation;

7.1.3 use reasonable endeavours to ensure that all persons associated with the Consultant (as defined by section 8 of the Bribery Act) including any sub-contractors and suppliers comply with this clause;

7.1.4 implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chain, to ensure that there is no slavery or human trafficking in its supply chain;

7.1.5 use reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice.

8. EQUALITIES

8.1 The Consultant shall (and shall procure that its Staff shall) not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination in employment including but not limited to the Equality Act 2010, and shall (and shall procure that its Staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Services.

9. SAFEGUARDING

9.1 The Consultant acknowledges that in performing the Agreement it may have access to vulnerable adults and or children, their personal data and confidential information relating to them or members of the public and accordingly the Consultant shall ensure that no member of Staff or person is permitted to carry out work in connection with this Agreement where the Security Check (the “Security Check” means security cleared to the standard required for Staff via the Disclosure and Barring Service) reveals any conviction, caution, pending prosecution, binding over order or other criminal record or any soft information that would give a prudent and responsible Council cause for concern in the context of this Agreement. For the avoidance of doubt, and without prejudice to the generality of the foregoing, the Consultant shall ensure that no person who appears on any statutory barred list shall carry out any work in connection with this Agreement.

10. PROTECTION OF DATA

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and any applicable Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.

10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Consultant is the Data Processor.

10.3 Without prejudice to the generality of clause 10.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultant for the duration and purposes of this Agreement.

10.4 Without prejudice to the generality of clause 10.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this Agreement:

(a) process that Personal Data only on the written instructions of the Council, unless the Consultant is required by applicable Laws to otherwise process that Personal Data. Where the Consultant is so required, it shall promptly notify the Council before processing the Personal Data, unless prohibited by the applicable Laws;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, 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);

(c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

(i) the Council or the Consultant has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective remedies;

(iii) the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Consultant complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

(d) notify the Council immediately if it receives:

(i) a request from a Data Subject to have access to that person’s Personal Data;

(ii) a request to rectify, block or erase any Personal Data;

(iii) 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);

(e) assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Council immediately and in any event within 24 hours 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;

(g) at the written direction of the Council, delete or return Personal Data and copies thereof to the individual on termination or expiry of the Agreement unless required by the applicable Laws to store the Personal Data;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Council or the Council’s designated auditor.

10.5 The Consultant shall indemnify the Council against any losses, damages, cost or expenses incurred by the Council arising from, or in connection with, any breach of the Consultant’s obligations under this clause 10.

10.6 Where the Consultant intends to engage a Sub-Contractor pursuant to clause 4.10 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

(a) notify the Council in writing of the intended processing by the Sub-Contractor;

(b) obtain prior written consent to the processing;

(c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 10.

10.7 Either party may, at any time on not less than thirty (30) Working Days’ written notice to the other party, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

10.8 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

11. FREEDOM OF INFORMATION

11.1 The Consultant recognises that the Council has information disclosure obligations under the Freedom of Information Act 2010 (“FOIA”) and the Environmental Information Regulations (“EIR”). The Consultant agrees to provide such assistance and support as may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with these information disclosure obligations in respect of matters relating to or arising out of this Agreement.

11.2 In the event that a request made to the Council for access to information under the FOI or the EIR, or any notice, recommendation or complaint is made to or against the Council in relation to its obligations under the FOIA or EIR, the Consultant will within five (5) Working Days of the date of a request from the Council provide to the Council, any details in its possession relating to this Agreement or to the Consultant as the Council may require to deal with such access request or deal with such notice, recommendation or complaint.

11.3 The Consultant acknowledges the Council may be obliged under the FOIA or EIR to disclose information to third parties, including information relating to the appointment of the Consultant to provide the Services under this Agreement, and the terms of this Agreement, subject to certain exemptions. The Consultant further acknowledges and accepts that the decision to disclose information and the application of any such exemptions under the FOIA or EIR will be at the Council’s sole discretion PROVIDED THAT the Council shall act reasonably and proportionately in determining whether any exemptions under the FOIA or EIR may apply to protect the Consultant’s legitimate commercial interests trade secrets.

12. TRANSPARENCY

12.1 The Consultant acknowledges that Council has information publication obligations the Local Government Transparency Code 2014, and agrees that this Agreement (including the Schedules), and any documentation including but not limited to requests for quotes, advertisement issued by the Council seeking expressions of interest, the pre-qualification questionnaire and the tender documents (the “Procurement Documents”) issued by the Council in relation to this Agreement are not Confidential Information, and may be published by the Council, save where in the reasonable opinion of the Council the contents of the Agreement or the Procurement Documents are exempt from disclosure under the FOIA or EIR in which case, the Consultant consents to the Agreement or Procurement Documents being redacted by the Council to the extent necessary to remove or obscure the exempt content, and to publication subject to those redactions.

13. CONFIDENTIALITY AND COUNCIL’S PROPERTY

13.1 Subject to clause 10 (Protection of Data), clause 11 (Freedom of Information) and Clause 12 (Transparency), the Consultant shall not, without the prior written consent of the Council,, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information received by it in relation to the Services or to the Council’s business generally.

13.2 The restriction in clause 13.1 does not apply to:

13.2.1 any information required to be disclosed by an order of court or other tribunal or required to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation; or

13.2.2 any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Consultant; or

13.2.3 any disclosure authorised by the Council.

13.3 All designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services (the “Material”), and any data or documents (including copies) produced, maintained or whether or not stored on the Council's computer systems or other electronic equipment (including mobile phones, if provided by the Council) in relation to this Agreement, remain the property of the Council.

13.4 All existing and future intellectual property rights and proprietary rights including copyright and all other rights of a like nature conferred under the laws of the United Kingdom (and all other countries of the World) in all works conceived originated or made by the Consultant pursuant to the Services (“Intellectual Property”) shall rest with the Consultant.

13.5 The Consultant shall hereby grant the Council exclusive and irrevocable licence to use the Intellectual Property for all purposes connected with this Agreement, including any documents or other works prepared by the Consultant its Staff and any substitutes and subcontractors.

13.6 The Consultant warrants and represents that the Intellectual Property will not infringe any intellectual property rights of which a third party is the proprietor. The Consultant agrees to indemnify the Council against any and all liability, loss, damages, costs and expenses which the Council or a third party may incur or suffer as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Council by a third party alleging infringement of its intellectual property rights by reason of the use or exploitation of the Intellectual Property.

13.7 The Council may at any time (whether before or after completion of the Services, or after termination) request a copy or copies of (some or all of) the Material from you, at no additional cost to the Council and you shall provide the copy (or copies) to the Council within a reasonable period of time and in both re-writable and pdf format).

14. INDEMNITY

14.1 Without prejudice to any other provision of this Agreement, the Consultant will fully indemnify the Council against any claims made against it as a result of any failure by the Consultant to comply with any statutory provision to be observed or performed in connection with the provision of the Services.

14.2 The Consultant’s liability to indemnify the Council arising under clause 14.1 will be without prejudice to any other right or remedy of the Council arising under this Agreement.

15. INSURANCE

15.1 The Consultant will throughout the Term maintain with a reputable insurance company within the UK such policies of insurance as are necessary to cover any liability of the Consultant in respect of loss of or damage to property and personal injury to, or death of, any person arising out of or in the course of or caused by the Consultant carrying out or failing to carry out its obligations under the Agreement or for which it may become liable to the Council under clause 14, including:

1. public liability insurance cover in the minimum sum of £5,000,000.00 in respect of any one incident and the number of incidents covered shall be unlimited and should be adequate to cover all risks in the performance of the Services;
2. Employers liability insurance in the minimum sum of £10,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited;
3. professional indemnity insurance against the risk of professional negligence on the part of the Consultant or its Staff in the minimum sum of £2,000,000.00 in respect of each and every claim or series of claims arising from any one event.

15.2 The Consultant shall continue to maintain the above policies of insurance for a 12-year period following the termination of the Agreement subject to such insurance being available at commercially reasonable rates.

15.3 Upon request, the Consultant will provide the Council with details of the policies of insurance (by way of insurer’s certificate) effected in accordance with clause 15.1, so as to demonstrate that clause 15.1 is being complied with.

15.4 The Consultant will immediately inform the Council of any failure or inability to maintain insurance in accordance with clause 15.1 and of any circumstances likely to render such insurance void or voidable in order that the Consultant and the Council can discuss the means of best protecting their respective positions in the absence of such insurance.

16. TERMINATION OF AGREEMENT

16.1 Notwithstanding the provisions of clause 3.3, the Council may terminate this Agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

* + 1. Fails to meet any of the Performance Service Levels set out in clause 9 of the Specification on more than one occasion.
		2. commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
		3. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

16.2 In the event of:

16.2.1 the passing by the Consultant of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Consultant or the dissolution of the Consultant; or

16.2.2 the making of an administration order in relation to the Consultant or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Consultant’s assets; or

16.3.3 the Consultant making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;

the Council may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Agreement forthwith by notice and the Consultant shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

16.2 Without prejudice to the Parties other rights and remedies, either party may forthwith terminate the Agreement by notice if the other:

16.2.1 commits or attempts a Prohibited Act;

16.2.2 fails to comply with Best Industry Practice, Safety Legislation and or the Laws;

16.2.3 commits any material breach of the terms of this Agreement and fails to remedy such breach within seven (7) days of being given written notice to do so by the other; or

16.2.4 fails to perform its obligations under the Agreement,

and the Consultant shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

16.3 The Council may terminate this agreement if it reasonably believes that the circumstances set out in regulation 73(1) of the Public Contract Regulations 2015 apply.

16.4 Notwithstanding the generality of this clause 16 the Council shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving one month’s written notice to the Consultant.

17 ASSIGNMENT AND SUB-CONTRACTING

17.1 The Consultant shall not assign or sub-contract the Services under this Agreement, or any part thereof, without the permission of the Council in writing. Assignment or sub-contracting any part of the Services shall not relieve the Consultant of any obligation or duty attributable to the Consultant under this Agreement. The Consultant shall be responsible for the acts and omissions of its assignees and sub-contractors as though they were its own. Where the Council has consented to the placing of an assignment or sub-contracts, copies of each contract of assignment or sub-contract shall be provided by the Consultant to the Council within two (2) Working Days of issue.

18. DISPUTES

18.1 If the Council reasonably believes that the Services are deficient, the Consultant shall be formally notified in writing by the Council, inviting the Consultant at the earliest possible opportunity to discuss the matter and giving clear indications as to how the Services have not been satisfactory.

18.2 After such discussions, the Consultant shall remedy any agreed faults within an agreed, reasonable timescale. Once the Council has formally notified the Consultant of any such deficiencies, it shall be entitled to withhold payment of any invoices which the Consultant has submitted (or may submit) for the Services, or part pay any such invoices as it sees fit until such time as the agreed faults have been remedied.

18.3 If the Consultant is unable or unwilling to remedy the above faults, the Council may terminate this Agreement forthwith; if the Consultant feels that the Services are not deficient or that the Council has been unfair in its judgment of the quality of the Services, and the parties are unable to come to an agreement on the matter amicably between them, the matter may be resolved by reference to an independent mediator who is acceptable to both parties, and whose decision both parties agree shall be final. Both parties shall share the cost of mediation.

19. NOTICES

19.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing. Any such notice, request, demand, consent or approval shall in the case of the Council be sent to the Council’s Authorised Officer at the Council’s address as set out at the beginning of this Agreement and in the case of the Consultant, to the Consultant’s Representative at the Consultant’s registered office address as set out at the beginning of this Agreement.

19.2 Notices may be delivered by hand or sent by post. If sent by post, a notice shall be deemed to have been received on the second Working Day following the date of posting. If sent by registered post or recorded delivery, it shall be deemed to have been received on the date and time receipt was acknowledged.

20. NO WAIVER

 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

21. FORCE MAJEURE

 Neither party shall be liable for delay in performing or failing to perform its obligations under this Agreement if the delay or failure results from Force Majeure. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is prevented provided that if such delay or failure persists for more than one month nothing in this clause shall be taken to limit or prevent the exercise of the right to terminate under clause 16.

22. ACCRUED RIGHTS AND REMEDIES

 The termination of the Agreement will not prejudice or affect any claim, right, action or remedy that will have accrued or will thereafter accrue to either party.

23. RIGHTS AND DUTIES RESERVED

 All rights, duties and powers which the Council has as a local authority or which the Council’s officers have as local authority officers are expressly reserved.

24. SURVIVAL OF TERMS

 The terms of the Agreement will (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by the Consultant.

25. PUBLICITY AND BRANDING

 The Consultant shall not:

(a) make any press announcements or publicise this Agreement or its contents in any way; or

(b) use the Council’s name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the Council’s Authorised Officer.

26. AUTHORITY TO ENTER INTO THE AGREEMENT

 Each of the parties warrants its power to enter into this Agreement and that it has obtained the necessary approvals to do so.

27. ENTIRE AGREEMENT

27.1 This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the others employees, representatives or agents and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

28. COUNTERPARTS

 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

29. NO PARTNERSHIP OR AGENCY

29.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to bind or make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. VARIATION

30.1 This Agreement may only be varied by a document signed by both parties.

31 EXTENSION

Subject to satisfactory performance by the Consultant, the Council may wish to extend this Agreement for a further period of up to 6 months. The Council may approach the Consultant if it wishes to do so before the end of the Expiry Date. The agreed terms and conditions in the Agreement will apply subject to any variation throughout any such extended period.

32. GOVERNING LAW

 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Agreement has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
|  |  |
| Signed on behalf of the **COUNCIL** by:……………………………Authorised Officer |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
| Signed on behalf of the **CONSULTANT** by: |  |
| (1) | Signature ………………………………….. | (Director) |
|  | Print ………………………………….. |  |
| (2) | Signature ………………………………….. | Director/Secretary |
|  | Print ………………………………….. |  |

**SCHEDULE 1 – THE SERVICES**

**SCHEDULE 2 – TENDER RESPONSE**

**SCHEDULE 3 – FEES**

1. North Northamptonshire Retail Capacity Update, Peter Brett Associates October 2014 [↑](#footnote-ref-2)
2. <https://publicaccess.east-northamptonshire.gov.uk/online-applications/files/15363F0BE79BC02612D4929FD41EE2BE/pdf/19_01092_FUL-COMMITTEE_REPORT-418838.pdf> Contact the East Northamptonshire area planning office for the latest position on Rushden Lakes. [↑](#footnote-ref-3)
3. Phase 2 planning application reference: 16/01662/FUL [↑](#footnote-ref-4)
4. 15% change in Wellingborough Town Centre comparison goods turnover likely to be attributable on the balance of probabilities to the cumulative effect of the main scheme development, identified commitments, and the Revised Leisure Scheme Development. [↑](#footnote-ref-5)
5. The last household survey was undertaken in 2010 to inform the [North Northamptonshire Retail Capacity](http://www.nnjpu.org.uk/docs/FINAL%20REPORT%20-%20ISSUED%2011%2002%2011.pdf), February 2011 [↑](#footnote-ref-6)