

## North Northamptonshire Housing and Economic needs assessment

### Clarification queries and North Northamptonshire Council (NNC) response 8<sup>th</sup> November 2021

#### 1. General Information

- 1.1 To offer information equally amongst potential suppliers, the Council are required to log any questions asked and answers provided.
- 1.2 Where we have been asked questions regarding this procurement, the answers to which may be relevant to all potential suppliers, these questions have been reproduced below along with the associated answers.

#### 2. Question List and Answers

##### Query:

Would the following amendments to clause 14 of the RFQ Terms and Conditions be acceptable to the Council?

*The Consultant will indemnify the Council from and against all actions, reasonable costs, claims, demands, and liabilities suffered or incurred by the Council as a direct result of:*

- *any injury or damage to persons or property due to or arising out of the negligent performance of the Contract; or*
- *any breach by the Consultant of any terms or obligations implied by law or any other relevant statutory provision as may be in force from time to time.*

*(b) the Consultant shall at all times have sufficient insurances in place (including public liability insurance of at least £10 million, Employers Liability of at least £10million and Professional Indemnity of at least £2m) and provide written evidence to you upon request.*

*(c) Nothing in these terms and conditions shall limit the Consultant's liability for death and/or personal injury caused by the Consultant.*

*(d) Subject to (c) above, the aggregate liability of the Consultant to the Council whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to £2m*

*(e) Subject to (c) above, the Consultant shall not be liable for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):*

- *Loss of revenue or profits;*
- *Loss of business opportunity or loss of contracts;*
- *Loss of goodwill or injury to reputation;*
- *Indirect, consequential or special loss or damage; or Anticipated savings.*

## **NNC response:**

Please see below, in red, the extent to which the requested amendments can be accommodated.

*The Consultant will indemnify the Council from and against all actions, reasonable costs, claims, demands, and liabilities suffered or incurred by the Council as a direct result of:*

- *any ~~injury or damage to persons or property~~ **claim by a third parties** due to or arising out of the **Consultant's breach or** negligent performance of the Contract; or*
- *any breach by the Consultant of any terms or obligations implied by law or any other relevant statutory provision as may be in force from time to time.*

*(b) the Consultant shall at all times have sufficient insurances in place (including public liability insurance of at least £10 million, Employers Liability of at least £10million and Professional Indemnity of at least £2m) and provide written evidence to you upon request.*

*(c) Nothing in these terms and conditions shall limit the Consultant's liability for death and/or personal injury caused by the Consultant.*

*(d) Subject to (c) above, the aggregate liability of the Consultant to the Council whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to £2m*

*(e) Subject to (c) above, the Consultant shall not be liable **to the Council** for any claim to the extent that such claim is or can be characterised as a claim for ~~(or arising from)~~:*

- *Loss of revenue or profits;*
- *Loss of business opportunity or loss of contracts;*
- *Loss of goodwill or injury to reputation;*
- *Indirect, consequential or special loss or damage; or Anticipated savings.*

**Query:**

1). Budget – the tender portal is pointing to a budget figure of £35,000. Is this correct? To us, this doesn't seem that realistic given the scope.

**NNC response:** The budget figure was provided as an indicative figure. The Council will assess bids in accordance with the scoring framework in the RFQ.

2). Logistics – noting Para 2.31 in the brief are you anticipating that the Study as well as quantifying needs will provide guidance on potential locations to meet the need?

**NNC response:** High-level guidance on potential locations would be helpful and the level of advice can be discussed with the successful bidder.

3). Older Persons – noting the 2020 Study (HOPSR) are you envisaging that this Study will draw on that work, or undertake independent assessment and modelling of older persons housing / care needs?

**NNC response:** We are envisaging the study will draw on the Older Persons study and advise of potential updates required.