

INVITATION TO TENDER

FOR A

Regeneration Delivery Plan

FOR

King’s Lynn Riverfront

**SECTION 1 – Information & Instructions to Participants**

**Introduction**

The Borough Council of King’s Lynn and West Norfolk (the Council) invites tenders from suitably qualified professional teams to prepare a Regeneration Delivery Plan for the historic King’s Lynn Riverfront area.

The Regeneration Delivery Plan will form a key component of the Council’s regeneration plans and future posterity of King’s Lynn by providing a viable concept and implementation strategy for the redevelopment of key sites and vacant properties located on the historic quayside.

**Contract Timescale**

Tender advertised Friday 1st April 2016

Bid Submission deadline Thursday 5th May 2016

Interview (if considered necessary) Wednesday 18th May 2016

Appointment of Consultants Week beginning 30th May 2016

Inception meeting Week beginning 30th May 2016

Final Plan January 2017

**Value and Scope of Contract**

We would expect the value of the contract to be £80,000 - £100,000 covering all three study areas illustrated in Appendix 1.

**Queries**

Any queries regarding the tender process, the proposed Contract, or the Specification should be addressed to: -

Tony Hague, Procurement Officer

E-mail: [procurementtenders@West-Norfolk.gov.uk](mailto:procurementtenders@West-Norfolk.gov.uk)

Any queries that may have a material effect on the costing of the tender will be circulated to all applicants along with the Council’s response. Queries received less than seven days before the closing date may not be answered. If a query gives rise to the need for an amendment to the original tender documents an extension to the closing date may be made, in which case all parties will be notified simultaneously.

**Qualification Questionnaire**

Included with this document is a qualification questionnaire.  The questionnaire must be fully and accurately completed and returned in the same envelope as the tender.   Tenders will only be considered if the responses in the bidder’s Qualification Questionnaire meet the minimum qualification standard.

To meet the minimum standard you must: -

1. complete the form fully,
2. not have been involved with any of the offences that give rise to Mandatory Exclusion (module 2),
3. not have been involved with any of the offences that give grounds for Discretionary Exclusion unless you are able to provide sufficient evidence of “self-cleaning” (modules 3 and 4),
4. provide information that demonstrates that your organisation is of good financial standing (module 5),
5. provide at least one reference for the supply of the service that we require for which your client is able to confirm satisfactory quality and delivery (module 6),
6. be able to answer “Yes” to all of the questions in the addition module A,
7. be able to answer “Yes” to all of the questions in the addition module B,
8. be able to answer “No” to questions C1, C2, and D1, or be able to provide sufficient information to demonstrate that you have taken appropriate remedial action,
9. be able to answer “Yes” to question E1 and “No” to questions E2, or be able to provide sufficient information to demonstrate that you have taken appropriate remedial action.

**Site Visits**

The area is easily accessible to the general public.

**Submission of Tender**

The tender proposal should include the following information and documents:

* An overall cost to cover all areas of the scope of work, reporting and consultation requirements and the production and submission of the final study. This must be a fixed price, exclusive of VAT but including expenses.
* Hourly rates for any additional work which may be necessary and outside the brief should be identified.
* Intentions for reporting arrangements to the project team and stakeholder group.
* A clear timetable, including clear dates and milestones, for the completion of the study as indicated in section 2.
* A proposed communication plan for the duration of the project

Tenders may only be submitted on the Tender Response Form (Section 4 of this document) and they should be accompanied by the Non-Collusion Certificate on page 19. **One hard copy of the tender is required, together with an electronic copy on CD or DVD.** They must be delivered in a plain envelope bearing nothing, such as franking marks, to indicate the identity of the sender. Please remember that some Royal Mail services, such as Special Delivery, require the senders name on the envelope which is not acceptable. Electronic submission is not acceptable.

The address label “TENDER DOCUMENTS”, in Section 5 of this document, should be attached to the envelope. **The tender must arrive by 12.00 noon on 5th May 2016.**

The Council may, after the opening of the tenders, enter discussions or post-tender negotiations with any participant.

**Tender Evaluation**

The successful Consultant will be the bidder that offers the most economically advantageous tender. This will be assessed on the following criteria in order of priority: -

1. PRICE **35%**
   1. Total fixed cost for study areas 30%

The Council reserves the right to limit the scope of the project to one or two of the study areas. In this case, the tenders will be re-evaluated on the cost of the relevant area(s) alone.

* 1. Total of the 3 daily rates requested in the tender form 5%

1. QUALITY **65%**
   1. Outline of initial proposals 40%
   2. Proposed project programme 15%
   3. Key stakeholder engagement Plan 10%

After the initial evaluation some of the leading candidates may be invited to interview. The initial scoring of the criteria may then be revised based on additional information gained during the interviews. Interviews may also be used to obtain evidence that the minimum qualification standard is met by the bidder. The interviews, if necessary, will take place in King’s Lynn on Wednesday 18th May 2016, so please keep this date free.

**Variants**

No variants will be accepted.

Tenderers must submit a fully compliant tender. Tenders submitted for part of the brief will not be considered.

**Contract Award**

The Council does not undertake to accept any tender. However, assuming that the process is successful, the Council will notify all participants simultaneously about the intended award.

**Freedom of Information Act 2000**

The Freedom of Information Act (FOIA) came into force on 1st January 2005 and established a general right of access to all types of 'recorded' information, including public contracts and procurement activity held by the Borough Council, subject to certain conditions and exemptions. Accordingly, all information submitted may need to be disclosed in response to a request under the Act.

This means that the Borough Council is obliged under the Act to release certain information about its suppliers into the public domain within certain limits and according to relevant exemptions. The main exemption relevant to procurement is commercial interests, which means trade secrets and information likely to prejudice the commercial interests of any person (including the Borough Council) holding it.

If you consider that any of the information in your tender is commercially sensitive, please explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should also be aware that, even where you have indicated that information is commercially sensitive, the Council may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked "confidential" or equivalent by the Council should not be taken to mean that we accept any duty of confidence by virtue of the marking.

If a request is received, the Council may also be required to disclose details of unsuccessful tenders.

**Government Transparency Policy**

The policy of central government is that all local authorities should be completely transparent about what they spend taxpayers’ money on and who that money is spent with. Therefore, you should be aware that if you are successful in obtaining this contract, or any other business, with the Council details of all payments over £500 will be published on the Council’s website.

The Council will also publish, on a quarterly basis, details of all contracts awarded and purchase orders issued over £5,000 in value.

**SECTION 2 – SPECIFICATION**

1. **Background**
   1. The vision for King’s Lynn as set out in the Urban Development Strategy, 2006, is for “*an attractive, vibrant and prosperous town, where people choose to live, work and visit*” and identifies Boal Quay as an area which would benefit from increased and diverse activities. This should look to include strong distinctive buildings accommodating mixed use. This should also take into consideration the historic core close to the South Quay.
   2. In 2013 a review of the Borough Council’s regeneration and economic development policy was undertaken. As a result of this review it was agreed that King’s Lynn waterfront regeneration should be a key priority for the Borough Council. One of the main recommendations was that the feasibility and financial viability of development proposals that could maximise this area’s potential was undertaken.
   3. The study area, shown in Appendix 1, includes 3 areas:
      1. Area 1: South Quay (including former Grain Silos Site and Sommerfeld & Thomas site (Grade II listed building and warehouse at the back)
      2. Area 2: South Quay Public Realm from Boal Quay to Outer Purfleet
      3. Area 3: Boal Quay (Boal Street, Boal Quay car park, Nar Loop and land at the Friars.
   4. A large proportion of the study area is situated in St Margaret’s Conservation Area in close proximity with existing buildings of national and international heritage significance such as the Grade I listed Hanse House (c.1485), the only surviving Hanseatic warehouse in England, Grade I listed Hampton Court (c.1300-1600), Nelson Street, one of the most architecturally significant streets of any English town that includes medieval and later merchant houses from the 14th century onwards, 12th century Millfleet Bank and the remains of a 16th century arch to name but a few.
   5. Given its prominent waterfront position, the study area presents a unique opportunity to implement a transformational plan that will enable the development of long-term unutilised sites into a vibrant and economically active waterfront. Recent private investments in the area, such as the Hanse House complex and Marriot’s Warehouse, are a good start, but they need to be followed up by a comprehensive and larger scale regeneration scheme capable of sustaining long-term economic activity.
   6. The sites within the study area face several constraints including flooding risk, ground conditions, siting in conservation areas and proximity to listed buildings.
   7. The largest land owner in the study area is the Borough Council. However, several sites are in third party ownership (other public sector or private owners). Early engagement with third party owners is necessary to identify development / commercial aspirations for their sites and establish the appropriate delivery mechanism.
   8. There are several key stakeholders in the area such as the King’s Lynn Civic Society, King’s Lynn Preservation Trust, resident / ward associations and businesses in the area that need to be considered in the consultation process.
   9. The Site Allocations and Development Management Policies document makes proposals for part of the Study Area. It will be important to acknowledge these within the Delivery Plan.
2. **Lead Professional’s Brief**
   1. The main objective of the Delivery Plan is to achieve a deliverable and viable scheme that includes the most appropriate uses to ensure the comprehensive regeneration and sustainable economic growth for the King’s Lynn historic riverfront area. The Delivery Plan will be divided into a clear programme of work streams and will provide a holistic approach to the regeneration of these key strategic areas, as described in 1.4, broken down into areas as described in 1.3 and illustrated in appendix 1.
   2. Tenders are invited from appropriately qualified and experienced practices to:
      1. Provide a multi-disciplinary team including urban design, property, cost, engineering (if required) consultancy and supporting professional services needed to design and develop a Regeneration Delivery Plan for the King’s Lynn riverfront area from RIBA stage 0-2.
      2. Review of existing site information and constraints to develop concept layout and design for the area, considering infrastructure requirements, building design and public realm improvements.
      3. Assess the feasibility for mixed use options, market demand and viable uses for redevelopment of the 3 areas as described in 1.3 and illustrated in appendix 1.
      4. Develop a project concept into a preferred delivery plan for the site, taking into consideration and appreciating the local context, heritage assets and wider economic regeneration potential for the area.
      5. Prepare design options, considerate of all legal and site constraints, environmental and engineering constraints, land ownership, planning status, previous studies and current planning legislation.
      6. Prepare outline cost specification and preliminary cost information
      7. Prepare a viable delivery strategy for implementation of the preferred development plan, incorporating recommended site assembly, programme, funding strategy, delivery vehicle and procurement strategy
      8. Liaise with local planning authority, statutory consultees and undertake public consultation events as appropriate in development of the Delivery Plan.
3. **Contract Requirements**

3.1 The Regeneration Programmes Manager will be the main contact point for the duration of the contract.

3.2 The appointed consultant will be expected to provide 5 hard copies of the draft and final Regeneration Delivery Plan, and 6 CD versions in Microsoft Word and Adobe Acrobat (the copyright of these documents should be vested in BCKLWN but the research shall be attributed to the successful bidder).

3.3 Stage payment will be made in stages upon completion of milestones which include;

* Completion of Baseline report
* Completion of Options report
* Completion of Final report

1. **Management & Reporting Arrangements**

4.1 The project will be led by the Regeneration and Economic Development Department. The appointed professional team will form part of the project team along with officers from within the Borough Council.

4.2 The appointed team will be expected to attend meetings as necessary including; key stakeholder group consisting of members, representatives of resident groups and statutory bodies, and the Borough Council’s Regeneration and Development Panel.

1. **Tender Requirements**

5.1 Provide an outline of your initial proposals to demonstrate your understanding of the brief, the local context and your provision of innovative approaches to address the project requirements and objectives.

5.2 Your proposed project programme.

5.3 An outline of your key stakeholder engagement plan

1. **Appendices**
2. Study Area
3. Land ownership plan
4. **Background Documents**

* Urban Development Strategy, 2006 available to view on,

<http://www.west-norfolk.gov.uk/default.aspx?page=23705>

* Planning applications available to view on [www.westnorfolk.gov.uk](http://www.westnorfolk.gov.uk);

Former Grain Silos Site: 14/00534/FM (appeal allowed)

Land at the Friars: (permission expired)

**SECTION 3 – Draft Appointment Agreement and Conditions of Contract**

Unless specifically and clearly qualified by the consultant concerned, it will be assumed when tenders are evaluated that the consultants find these Conditions of Contract acceptable and will provide the services, if appointed, strictly in accordance with them.

This Appointment Agreement is made the day of 2016 between The Borough Council of Kings Lynn and West Norfolk of Kings Court, Chapel Street, Kings Lynn, Norfolk PE1EX (hereinafter called “the Council”) of the one part and ……………………… whose address is (hereinafter called “the Consultant”) of the other part

WHEREAS:

1 The Council has invited Tenders for Consultants to provide a Regeneration Delivery Plan, “the Services”

2 The Consultant has submitted a Tender dated 2016 to provide the Services as described in the Invitation to Tender and the Council has accepted the Tender and wishes to appoint the Consultant to provide the Services on the terms and conditions contained therein

3 The following documents which have been signed on behalf of the parties hereto form part of this Agreement:

3.1 Specification

3.2 Form of Tender (Consultants Document)

3.3 Correspondence between the Council and the Consultant but not exclusively; Letters / e-mails dated:

* 1. The letter of acceptance

3.5 Consultants Insurance Documentation

together called “the Contract Documents”

**4 Definitions**

4.1 ‘The Project Officer’ shall mean the Council’s Regeneration Programme Manager

NOW THIS DEED WITNESSETH as follows:

**1. Consultants obligation**

1.1 The Consultant will provide the Services in accordance with the Contract Documents and shall exercise reasonable skill and care in the performance of the Services.

1.2 Where the provision of the Services involves the supervision of a Contract on behalf of the Council the Consultant shall in addition:

1.2.1 comply with the Council’s Standing Orders Relating to Contracts as though he were a duly appointed Officer of the Council

* + 1. at any time during the carrying out of the Contract, produce to the appropriate Chief Officer or the External or Internal Auditor of the Council on request, all the records maintained by him in relation to the Contract
    2. on completion of the Contract, transmit all such records to the appropriate Executive Director of the Council as required to be returned by the Executive Director.

**2 Indemnity/Insurance**

2. 1 The Consultant will indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council arising out of or in the course of or caused by the provision of the Services except to the extent that the same are due to any act or neglect of the Council or any person for whom the Council is responsible.

2.2 Without prejudice to his liability to indemnify the Council the Consultant shall take out and maintain insurance which shall comply with the Employer’s Liability (Compulsory Insurance) Act 1969 and shall take out and maintain insurance in respect of Public Liability for injury or damage to any property real or personal in sum of not less than £5,000,000 for any one occurrence or series of occurrences arising out of one event.

2.3 The Consultant shall maintain Professional Indemnity insurance covering (without limitation) all its liabilities hereunder whether for breach of contract, negligence or otherwise in respect of defects or insufficiency in design upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom in an amount of not less than £1,000,000 for any one occurrence or series occurrences arising out of any one event.

2.4 The Consultant shall produce such evidence as the Council may reasonably require that the insurances referred to in clauses 2.2 and 2.3 above have been taken out and are in force at all material times.

**3 Payment**

3.1 The Council will pay to the Consultant such sums as are due in accordance with the Contract Documents.

**4 Contract Period**

4.1 The contract period shall commence on 30 May 2016 and shall be completed by 9 January 2017.

**5** NOT USED

**6 Termination**

6.1 The Council may by notice in writing forthwith determine all or part of the Contract:

6.1.1 If the Consultant without reasonable cause makes default by failing to proceed diligently with the provision of the Services the Council may by notice in writing to the Consultant determine the employment of the Consultant under this Contract.

6.1.2 If the Council shall reasonably decide that the Consultant is suffering from financial difficulties which affect or threaten to affect the performance by the Consultant of his obligations hereunder.

6.1.3 If the Consultant makes a composition or arrangement with his creditors or becomes bankrupt or being a Company makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement or has a provisional liquidator appointed or has a winding up order made or passes a resolution for voluntary winding up (except for the purposes of amalgamation or reconstruction) or has an administrator or an administrative receiver appointed.

6.2 Upon determination of the employment of the Consultant under clause 6.1 above the Council may recover from the Consultant the additional cost to him of completing the Services any expenses properly incurred by the Council as a result of and any direct loss and/or damage caused to the Council by the determination.

**7. Specification**

7.1 The Consultant shall be deemed to have satisfied himself as to the accuracy, nature and extent of the Services required by the Specification before the execution of the Contract.

* 1. The Consultant shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his Tender which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract.
  2. If the Consultant finds a discrepancy, error, omission or misstatement in the documents he shall immediately refer the same in writing to the Project Officer.

7.4 Any such discrepancy, error, omission or misstatement shall not vitiate the agreement nor shall it release the Consultant from the completion of the whole or any part of the Services required by the Contract. The Project Officer shall in all such instances issue instructions as to such discrepancies, errors, omissions and misstatements.

7.5 The Specification describes as far as practicable the whole of the Services to be provided but the Consultant is responsible for ensuring that all these and incidental Services are completed in the proper manner as generally accepted for his particular profession and in particular in accordance with the appropriate Standards and/ or Codes of Practice

**8 Alterations to Contract Documents**

8.1 No omission from, addition to or variation to the Tender Documentation and/ or the Contract shall be valid or of any effect unless it is agreed in writing and signed by the Project Officer and by a duly authorised representative of the Consultant.

8.2 Save for an omission, addition or variation agreed pursuant to Clause 8.1 hereof any provision inconsistent with the Contract contained in any other document or in any oral agreement is agreed to be void and of no effect.

**9 Whole agreement**

9.1 Each party acknowledges that this Contract contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

**10 Supersedes prior agreement**

10.1 This Agreement supersedes any prior Agreement between the parties whether written or oral.

**11 Interpretation**

11.1 In the Contract, unless the contrary appears:

11.1.1 A reference to an Act of Parliament or any Order, Rule, Regulation, Statutory Instrument, Directive or the like (including those of the European Community) shall include a reference to any amendment or re-enactment of the same made prior to and during the Contract Period and will automatically include any such Act, Order, Rule Regulation, Statutory Instrument, Directive or the like enacted during the Contract Period which impinges upon the Works and/ or the Contract Standard.

11.1.2 Words importing the masculine include the feminine, words in the singular include the plural, and words in the plural include the singular.

**12 Notices**

12.1 No Notice to be served upon the Consultant shall be valid and effective unless it is delivered by hand, facsimile transmission or sent by Recorded, Registered or Special Delivery Post to the Consultants principal place of business which unless notified to the Council in writing otherwise shall be assumed to be the address the Consultant detailed in the Contract.

12.2 No Notice to be served upon the Council shall be valid or effective unless it is delivered by hand, facsimile transmission or sent by Recorded, Registered or Special Delivery Post to the Legal Services Manager.

12.3 Any Notice to be served shall be deemed to be given on the date that it is delivered by hand or sent by facsimile transmission or is sent by Recorded, Registered or Special Delivery Post on the date when it would be delivered in the ordinary course of Post.

**13 Recovery of sums due**

13.1 Wherever under this Contract any sum of money shall be properly recoverable from or payable by the Consultant, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Consultant under this Contract or under any other Contract with the Council.

**14 Waiver**

14.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**15 No assignment or sub-contracting**

15.1 The Consultant shall not assign or sub-contract any of its rights or duties under this Agreement without the consent in writing of the Council.

15.2 The Consultant may not substitute any goods or materials specified within the Contract Documents for any others without the consent in writing of the Council.

15.3 If the Consultant has without the previous consent in writing of the Council sub-let any part of the Services the Council may determine this Contract notwithstanding that the Consultant may have subsequently ceased to employ the sub-contractor.

15.4 It shall be a condition of any consent to sub-let any part of the contract that:

15.4.1 the employment of the sub-Contractor shall cease immediately upon the determination (for whatever reason) of the Supplier’s employment under this contract

15.4.2 in the event that the Supplier, in accordance with the terms of this Agreement, enters into a supply contract or a sub-contract in connection with this Agreement, the Supplier shall ensure that a term is included in the supply contract or sub-contract which requires the Consultant to pay all sums due thereunder to the sub-contractor within a specified period, not to exceed thirty (30) days, from the date of receipt of a valid invoice as defined by the terms of the supply contract or sub-contract (as appropriate).

15.4.3 in the case of a local supply contract or sub-contract entered into in connection with this Agreement – where the local supplier or sub-contractor is deemed to be a business with headquarters within the Council’s borough boundary, the Consultant will use their best endeavours to ensure that payment to such a supplier/contractor shall be within a period not to exceed ten (10) days, from the date of receipt of a valid invoice as defined by the terms of the supply contract or sub-contract (as appropriate).

**16 Prevention of Corruption**

16.1 The Council may be entitled to cancel this Contract and to recover from the Consultant the amount of any loss resulting from such cancellation if:

* + 1. the Consultant shall, in the opinion of the Council, have offered or given or agreed to give to any person gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to this Contract or any other contract, whether with the Council or anyone else; or
    2. the like acts shall have been done by any person employed by the Consultant or acting on his behalf whether with or without the knowledge of the Consultant; or
    3. in relation to any contract with the Council or anyone else, the Consultant or any person employed by him or acting on his behalf and whether with or without his knowledge, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments of them) or given any fee or reward or solicited or accepted any form of money or taken any reward collection or charge for providing the Services other than bona fide charges previously approved in writing by the Council, the receipt of which is an offence under sub-section 2 of section 117 of the Local Government Act 1972.

1. **Duty of Care**

17.1 The Consultant shall exercise reasonable skill and care in the performance of the Services.

**18 Observance of Statutory Requirements**

18.1The Consultant shall comply with all statutes, orders, regulations or bye-laws applicable to the performance of the Contract and indemnify the Council against any losses claims liabilities costs expenses proceedings or otherwise as a result of the Consultants non-compliance with the same.

**19 Project Officer**

19.1 The Project Officer or his authorised deputy shall in accordance with the Contract but not further or otherwise have power and authority to issue reasonable instructions and directions on any matter in connection with the proper performance of the Services but subject to the terms of the Contract and the Consultant shall carry out and be bound by the same. The Project Officer shall not exercise any functions; rights or powers beyond those conferred by the Contract.

**20 Confidentiality**

20.1 Save for information already in the public domain or the Consultant’s knowledge the Consultant and the Consultant’s staff shall treat as confidential and shall not disclose to any person other than a person authorised by the Council, any written and confidential information acquired by the Consultant or the Consultant’s staffing or in connection with the provision of the Services concerning the Council’s Premises, the Council, its staff or its procedures.

**21 Freedom of Information**

21.1 The Consultant acknowledges that the Council has legal responsibilities to make information available under the Freedom ofInformation Act 2000 (“the Act”).

21.2 The Consultant shall give reasonable assistance to the Council to comply with the Act.

21.3 In particular, the Consultant shall supply all such information and records to the Council (together with reasonable assistance to locate the same) which are needed by the Council to comply with its obligations under the Act.

21.4 The Council shall have the discretion to disclose any information which is the subject of Agreement to any person who makes a request under the Act and which, in the opinion of the Council, it has to disclose to discharge its responsibilities under the Act.

21.5 When exercising its right under sub clause 4 above, the Council shall consult the Consultant (and may take account of any reasonable suggestions made by it).

21.6 The Consultant shall not raise any additional charge to the Council in relation to complying with this clause.

**22 Data Protection**

22.1 For the purposes of this clause:

22.1.1 “Personal Data”, “Special Categories of Data”, “Process / Processing”, “Controller”, “Processor”, “Data Subject” and “Supervisory Authority” shall have the meanings described in Directive 95/46/EC of the European Parliament and Council of 24th October 1995 on the protection of individuals with regard the processing of personal data and on the free movement of such data (hereinafter the “Directive”)

* + 1. “The Act” shall be the Data Protection Act 1998 incorporating all amendments and revisions thereto.
  1. The Council agrees and warrants:
     1. That the processing including the transfer of personal data by the Council has been and until transfer will continue to be carried out in accordance with the Act
     2. To respond in a reasonable time and to the extent reasonably possible to enquiries from the supervisory authority on the processing of personal data by the Consultant and to any enquiries from the Data Subject concerning the processing of personal data by the Consultant
  2. The Consultant agrees and warrants:

22.3.1 That he has no reason to believe that the legislation applicable to him prevents him from for filling his obligations under the contract and in the event of a change in that legislation which is likely to have a substantial adverse effect on the guarantees provided in this clause he will notify the change to the Council and where relevant to the Supervisory Authority of Great Britain in which case the Council is entitled to suspend the transfer of personal data and if necessary the Contract

* + 1. To process personal data only in so far as is required to for fill the requirements of the Contract and only in accordance with the Data Protection Principals of Schedule 1 of the Act
    2. To adequately dispose of all personal data at the end of the Contract or at the end of any part of the Contract, such disposal to take account of the Data Protection Principals of Schedule 1 of the Act
    3. To indemnify the Council against all actions costs claims expenses proceedings and demands which may be made or brought against the Council for breach of statutory duty under the Act which arises by the unauthorised use disclosure or transfer of personal data by the Consultant his servants or agents
    4. To deal promptly and properly with all reasonable inquiries from the Council or the Data Subject relating to the processing of Personal Data subject to the transfer and to cooperate with the competent Supervisory Authority in the course of all its enquiries and abide by the advice of the Supervisory Authority with regard to the processing of data transferred
    5. At the request of the Council to submit its data processing facilities for audit which shall be carried out by the Council or an inspection body composed of independent members and in possession of the required professional skills and competences and where required in agreement with the Supervisory Authority
  1. The Parties agree that the provision of this clause shall remain in force notwithstanding the termination or conclusion of the remainder of the Contract for so long as the Consultant holds personal information which has been transferred to it by the Council.

**23 Contracts (Rights of Third Parties) Act 1999**

23.1 For the avoidance of doubt, nothing in this Contract confers or is intended to confer on any third party and benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999

**24 Late Payment**

24.1 The Late Payments of Commercial Debts (Interest) Act 1998 and the Regulations thereunder shall apply to the Contract unless excluded under the provision therefore or by alternative provisions in the Tender Documents.

**25 Force Majeure**

25.1 Neither party shall be held to be in breach of Contract in respect of any failure to fulfil his obligations pursuant to the Contract resulting from force majeure. Each party will as soon as reasonably practicable notify the other in writing of the occurrence of such force majeure as they become known.

25.2 Force Majeure is acknowledged by the parties to be any circumstances beyond the reasonable control of either party including without prejudice to the generality of the foregoing fire, flood, Act of God, riot civil disturbance, industrial disputes where neither party is a direct participant, war or sabotage the coming in force of any statutory instrument regulation or by-law of the Government or any competent authority rendering the continued performance of the Contract illegal or impossible

**26 Arbitration**

26.1 All disputes between the parties arising out of or connected with this Contract or the performance of the Services by the Consultant may if the parties agree be referred to an Arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President of the Institute of Arbitrators or a person appointed by him.

* 1. The Arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstances then existing, the cost of such arbitration to follow the event or in the event of neither party succeeding to be apportioned between the parties by the Arbitrator in such proportions as he in his absolute discretion thinks fit.
  2. Any award or decision of such Arbitrator shall be final and binding on the parties hereto.

**27 Law**

27.1 This Contract shall be governed by the laws of England and Wales, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts

**28. Whistleblowing Policy**

28.1 The Consultant acknowledges that they have received a copy of the Council’s Whistleblowing Policy and acknowledges their responsibilities as a supplier of Services to the Council under this policy

**29. Copyright**

29.1 Upon completion of the Services the copyright of all documents and reports provided by the Consultant in connection with the Services shall be passed to the Council.

In witness whereof the parties have executed this Deed in the presence of the attesting witnesses the day and year first before written

EXECUTED as a DEED by )

)

acting by: - )

Director

Director/Company Secretary

THE COMMON SEAL of )

THE BOROUGH COUNCIL OF )

KINGS LYNN AND WEST NORFOLK )

was hereunto affixed in the )

presence of: - )

Authorised Signatory

SECTION 4 - TENDER RESPONSE FORM

SUPPLIERS NAME…………………………………………………………………………

SUPPLIERS ADDRESS…………………………………………………………………..

………………………………………………………………………………………………..

CONTACT NAME………………………………………………….

CONTACT PHONE No ……………………… EMAIL ADDRESS ………………………

### Fixed price fee for undertaking the services detailed in section 2 above. Including any disbursements, but excluding VAT.

Study Area 1 £ ………………

STUDY AREA 2 £ ………………

study area 3 £ ………………

TOTAL Fixed Price if all 3 study areas are commissioned £ ………………

Additional Rates:

|  |  |  |
| --- | --- | --- |
| **Staff** | **Hourly rate £** | **Day rate £** |
| Senior/Director/Partner |  |  |
| Professional |  |  |
| Assistant grade/technician |  |  |

Please ensure your tender submission includes the following: -

### An outline of your initial proposals and ideas, to address the brief, and the project aims and objectives.

### Proposed project/delivery programme including dates of proposed project team meetings and public consultation events.

### An outline of the key stakeholder engagement plan detailing the nature of, and how many, consultation events are proposed.

Electronic copy of tender on CD or DVD attached? YES/NO

Signed ……………………………………….… Position …………………………

Print Name …………………………………… Date ……………………………

**CERTIFICATE OF NON-COLLUSION/ PREVENTION OF CORRUPTION**

I/ We certify that:

a) The prices, specifications and all matters relating to the enclosed Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, specifications and all other matters, with any other person or Organisation;

b) Unless otherwise required by law, the prices and other information which have been submitted in the Tender have not knowingly been disclosed, directly or indirectly, to any other person or Organisation, nor will they be so disclosed;

c) No attempt has been made or will be made to induce any other person or firm to submit or not to submit a Tender nor to withdraw or amend a Tender which as either already been or is intended to be submitted for the purpose of restricting competition;

d) No attempt has been made directly or indirectly to canvass any Councillor or employee of the Borough Council of King’s Lynn and West Norfolk or anyone acting on its behalf concerning the award of the contract which is the subject of this Invitation to Tender.

In addition, no person acting on behalf of or representing the Company has:

a) offered, given or agreed to give to anyone any inducement, gift or reward in respect of this or any other Council contract (even if I/ we do not know what has been done);

b) committed an offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments of them) or Section 117(2) of the Local Government Act 1972; or given any fee or reward, or solicited or accepted any form of money, or taken any reward, collection or charge for performing the Works, other than bona fide charges previously approved in writing by the Council;

c) committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees. I/ we accept that any clause limiting my/ our liability shall not apply to this clause.

I understand that the Council may cancel the contract with me/ the Company if there is evidence of any failure on my/ our part to comply with any of the above and, if necessary, take legal action against me.

**Signed:**

**Name:**

**Date:**

**Position:**

**SECTION 5 – Return Address Label**

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**TENDER DOCUMENTS**

King’s Lynn Riverfront Regeneration Design Plan

**contract:**

5th MAY 2016

**to be received no Later than 12 noon on**

**AT THE ADDRESS SHOWN BELOW:**

**THE MONITORING OFFICER**

**Borough Council of King's Lynn & West Norfolk**

**KING’S COURT,**

**CHAPEL STREET,**

**KING’S LYNN,**

**NORFOLK**

**PE30** **1EX**

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