Issue Date: Monday 28th July 2025

Closing Date: Tuesday 26th August 2025 at 12.00 (midday)

**Request for Quotation (RFQ)**

**for the provision of**

**Digital Support for the Local Plan**

**Ref: 011-PA-25**

Breckland Council

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**Outline of Requirements**

**Supplier Guidance**

All pages must be returned within your quotation submission. Please do not remove any pages from this RFQ as all pages, including supporting document and appendices, will form the final contract.

Breckland Council (the “Council”) is inviting quotations for the supply of digital support for the Local Plan. This will be divided into **3 lots**:

**Lot 1. A community engagement platform.**

**Lot 2. A digital consultation reviewer with summary capabilities**

**Lot 3.** **A back of house platform for Local Plan writing and editing**

The Council is currently using an online community engagement platform to assist in reaching its diverse community across our geographically large district comprising 5 market towns and over 100 rural parishes. The aim is to keep this method of consultation available to increase community engagement in the Local Plan process and reach a greater number of people from all parts of the district and across all socio-economic groups and give them the opportunity to interact and share views, facilitate feedback, analyse this feedback and collaborate on future ideas.

As part of the Local Plan process, numerous responses are received from the public consultations. We are looking at digital options to reduce the time taken to sort, read and summarise these responses.

The Council’s detailed requirements for each of the lots are defined in the specification in **Appendix A** (the “Specification”).

The contract will be for an initial period of:

**Lot 1**. **Eighteen (18) months** with the option of a one (1) year document library and with the **potential to extend** for a further period **of six (6) months**.

**Lot 2**. **Eighteen (18) months** with the **potential to extend** for a further period **of six (6) months**.

**Lot 3.** **Eighteen (18) months** with the **potential to extend** for a further period **of six (6) months.**

**Prices will be fixed for the initial period.**

The quotations for the supply of these services have been split into three parts to allow for suppliers to submit options. Part of the criteria requires quotes to include details on compatibility to ensure, if required, the parts can work with other suppliers if the award of the lots is made to more than one supplier. Suppliers can bid for any or all of the lots provided, as each lot will be assessed independently. Please specify which lot (s) you are submitting a quote for. We will be awarding one supplier per lot.

The contract budget for the total contract term (to include any extensions) is **£65,000 inclusive of Value Added Tax (VAT).** Bids over **£67,000.00** will be excluded.

The opportunity is being run as an open procedure and the contract will be let on the Council’s standard terms and conditions in **Appendix B** (“Terms and Conditions”).

The following Appendices form part of this procurement: -

**Appendix A – Specification**

**Appendix B – Terms and Conditions**

**Appendix C – Evaluation Criteria Methodology**

**Appendix D – AI Compliance Statement**

**Appendix E – KPIs**

**Appendix F – Terms of Engagement Template**

**Appendix H – PSQ**

**Consideration of Lots**

The tender has been split into three lots to allow for maximum engagement and to seek to secure the most appropriate products for the production of the Local Plan. In addition, by adopting a lotting approach we are providing more accessibility to SMEs.

**Accessibility for SMEs**

Section 12 of the Procurement Act 2023 requires the Council to have regard to providing accessibility of public contracts to SMEs.

Dividing the opportunity into lots has been done in consideration of SME accessibility.

**Right to modify or vary the contract – Known / Unknown risks**

The Council reserves the right to modify or vary the contract in the event of any changes to Government, changes through Local Government reorganisation or to legislation surrounding the Local Plan. This could include, but not be limited to, extending the contract, amending the specification to cover any new requirements under any amended legislation and other changes which may arise for these events.

**Procurement Timetable**

This procurement is intended to follow the timetable below:

|  |  |
| --- | --- |
| **Procurement Timetable** | |
| **Below Threshold Tender Notice Published** | Tuesday 29th July 2025 at 14.00 hours |
| **RFQ Published** | Tuesday 29th July 2025 at 16.00 hours (midday) |
| **Clarification Questions Deadline** | Tuesday 19th August 2025 at 17.00 hours |
| **RFQ Return Deadline** | Wednesday 27th August 2025 at 12.00 (midday) |
| **Evaluation of RFQ** | Thursday 28th August to Wednesday 3rd September 2025 at 12.00 (midday) |
| **Moderation** | Tuesday 16th September 2025 |
| **Contract Award Notice and Assessment Summaries** | Monday 22nd September 2025 |
| **Standstill Period** | Monday 22nd September 2025 until midnight on Wednesday 1st October 2025 |
| **Contract Details Notice** | Thursday 2nd October 2025 |
| **Contract Start Date** | Monday 13th October 2025 |

The Council reserves the right to amend the procurement timetable, and dates provided are for indicative purposes only.

**Submission of Quotation**

**The Supplier must accept the terms and conditions of the Contract.** When submitting their quotations, Suppliers should not submit their own terms and conditions, and amendments to the Council’s Contract will not be considered. Suppliers must quote on the basis of the Contract and must note that the terms and conditions of the Contract at **Appendix B** are not open to negotiation. If there are issues with any of the terms and conditions which would impact a Supplier’s ability to sign at the award stage, these must be resolved during the clarification period as set out in the Procurement Timetable. If a Supplier fails to accept the terms and conditions of the Contract, this will result in an exclusion from the Procurement. Any PO raised as a result of this RFQ process will be subject to the Council’s Terms and Conditions.

The Council is using In-Tend for this Procurement which means that the RFQ is available in electronic form. Suppliers are required to register with In-Tend for access to the RFQ and associated documents for this Procurement at <https://in-tendhost.co.uk/brecklandcouncil/aspx/Home>. All quotations and any questions or clarifications relating to this procurement must be submitted electronically via the Council’s procurement portal.

**Conflicts of Interest**

The Supplier must inform the Council of any conflict of interest which exists or may arise during any stage of the procurement or any resulting contract. This information will be recorded on a **Conflicts of Interest Assessment**. This document will remain under review for the entirety of the contract until termination.

**Supplier Instructions:**

1. To participate in this process suppliers will need to register on the Central Digital Platform (“CDP”) <https://www.gov.uk/find-tender> and are required to provide their organisations share code. It is the supplier’s responsibility to maintain the accuracy of the information uploaded to the CDP.
2. Supplier’s attention is specifically drawn to the date and time for receipt/return of quotations through the procurement portal. The Council reserves the right to reject any submission received after the closing date and time.
3. Suppliers should clarify any element of the procurement or the Specification which they do not understand. This should be done via the supplier portal and by the deadline shown in the Procurement timetable.
4. Unless otherwise stated in writing by the Council, all communications between the Council and Suppliers (including a Supplier’s sub-contractors or advisers) during the procurement must be submitted via In-Tend. Suppliers should not rely upon communications from the Council unless they are made through In-Tend.
5. In the interest of running a transparent procurement process, any questions raised through the clarification process may be shared with other Suppliers.
6. Suppliers are advised not to submit their Quotations until after the deadline for clarification responses has concluded.
7. Quotations must be submitted in Word format, using Arial font size 11, in black typeface, including where information is tabulated, except in illustrative screenshots, graphs and charts. Any text must still be legible when the document is viewed at 100%.
8. All acronyms and abbreviations, if used, must be fully explained the first time that they are used in each individual question.
9. Suppliers are reminded to check their responses for accuracy and completeness and to ensure that any prices submitted are arithmetically correct.
10. Failure to sign and submit the **Supplier Declaration** prior to the deadline for RFQ submissions may result in disqualification of that submission.
11. Quotations must be submitted on this form and be fully compliant with the instructions contained within this RFQ.
12. Suppliers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their Quotations. Under no circumstances (including circumstances where the Council cancels or varies the Procurement) will the Council or any of its advisers be liable for any costs or expenses borne by the Suppliers (including any subcontractor of the Supplier which Supplier relies upon to submit a Quotation) or their advisers.
13. The Council is not bound to accept any Quotation.
14. The Council will notify each Supplier of its award decision via In-Tend.
15. The Council reserves the right not to award a contract and/or award the contract to the second highest most advantageous quotation, for example, where the successful Supplier is unable to enter into the Contract as required by the Council.
16. Where a voluntary standstill period has been included in the Procurement timetable, no Contract will be entered into until this period is complete.
17. Suppliers are expected to keep their respective Quotation valid and open for acceptance by the Council until the expiry of 90 calendar days from the deadline for the receipt of quotations.
18. The Council will, whilst assessing Quotation submissions in response to this RFQ, in accordance with the requirements set out in Sections 26-30 of The Procurement Act, 2023, refer to the Debarment List maintained by a Minister of the Crown: -
    1. In accordance with the provisions set out in Schedule 6 in the Procurement Act 2023 for Mandatory Exclusion grounds, any Supplier or connected person placed on the Debarment List by definition of being an Excluded Supplier will be excluded from being awarded a public contract.
    2. In accordance with the provisions set out in Schedule 7 in the Procurement Act 2023 for Discretionary Exclusion grounds, any Supplier or connected person placed on the Debarment List by definition of being an Excludable Supplier may be excluded from being awarded a public contract.

**If we have requested certification and / or evidence for this procurement, these will be validated via due diligence checks prior to any contract award. Please note these will need to be valid at the time of contract award or for contract commencement.**

1. Payment will be made on receipt of the satisfactory delivery of the goods, services, or the completion of consultancy work. Where milestone payments are requested by a Supplier, this must be made clear in the tender response (final agreement of any milestone payments is at the sole discretion of the Council).

**Right to Cancel or Vary**

By issuing this RFQ, entering clarification communications with potential Suppliers or having any other form of communication with potential Suppliers, the Council is not bound in any way to enter any contractual or other arrangement with you or any other potential Supplier. It is intended that the remainder of this procurement process will take place in accordance with the provisions of this RFQ, but the Council reserves the right to terminate, suspend, amend, or vary (to include, without limitation, in relation to any timescales or deadlines) this procurement process by notice to all potential Supplier in writing.

Unless detailed in the Terms and Conditions in **Appendix B**, the Council accepts no liability for any losses, costs or expenses caused to you because of such termination, suspension, amendment, or variation.

**Mandatory Requirements & Constraints**

As part of your Quotation response, you must confirm that you meet the mandatory requirements/constraints and specification forming part of this RFQ. A failure to comply with one or more mandatory requirements or constraints shall result in the Council rejecting a Quotation response in full.

**Evaluation Criteria**

Quotation responses received will be awarded based on the most advantageous (a balance between cost and quality) proposal, evaluated by the following criteria:

|  |  |  |
| --- | --- | --- |
| **Question** | **Award Criteria** | **Weighting (%)** |
| **Mandatory Questions - Pass / Fail** | | |
| **1** | Meeting the specification product provision | Pass / Fail |
| **2** | Meeting the specification timetable | Pass / Fail |
| **3** | GDPR Policy Compliance – Data Ownership / Sharing | Pass / Fail |
| **4** | GDPR Policy Compliance – Data Holding | Pass / Fail |
| **5** | WCAG Accessibility Guidelines | Pass / Fail |
| **6** | Browsers | Pass / Fail |
| **7** | Disaster Recovery | Pass / Fail |
| **8** | Cyber Security Accreditation | Pass / Fail |
| **Quality Questions - Response Required (70%)** | | |
| **9** | **Lot 1** - Product explanation and methodology | 25% |
| **10** | **Lot 1** – Methodology and Experience | 25% |
| **11** | **Lot 1 -** Risks and Mitigations | 10% |
| **12** | **Lot 2** - Product explanation and methodology | 25% |
| **13** | **Lot 2** - Methodology and Experience | 25% |
| **14** | **Lot 2** – Risks and Mitigation | 10% |
| **15** | **Lot 3** - Product explanation and methodology | 25% |
| **16** | **Lot 3** - Methodology and Experience | 25% |
| **17** | **Lot 3** – Risks and Mitigation | 10% |
| **Social Value** | | |
| **18** | Social Value | 10% |
| **Price (30%)** | | |
| **Pricing** | Fixed costs | 30% |

**Appendix C** details the full price and quality scoring methodology (the “Evaluation Criteria Methodology”).

Quotation responses will be evaluated within the dates in the procurement timetable and award criteria detailed above.

The Council reserves the right to seek written clarification via the e-tendering portal from you or any Supplier during the evaluation period. This includes any pricing the Council considers to be abnormally low for the performance of the Contract and in accordance with Section 19 (3)(C) of The Procurement Act 2023, the Council may ask the Supplier to further explain its price or costs. If following the Supplier's explanations, the Council is not satisfied with the Supplier's account for the low level of price or cost in the Quotation, the Council may treat the Quotation as non-compliant and disqualify it.

As part of your Quotation response, the Council is seeking written submissions on how the individual elements of this contract will be delivered, as well as a pricing submission. The overall Quotation will be evaluated against the written response (quality) based on experience, and general approach as well as the Quotation sum (price).

The following quality questions will form part of your Quotation submission and count for a total of 100 quality marks. The table above provides a summary of how marks are distributed across these areas:

**Quality**

The information supplied in this section will be used to assess how your organisation meets the Specification in **Appendix A** and will be assessed by an evaluation panel.

This section is worth 70% of the final score.

**Mandatory Requirements**

If you answer **No, fail to submit a response or fail to provide evidence where requested** to any of the questions numbered 1 to 8, you will have failed to meet the Council’s mandatory requirements and you will be excluded from proceeding any further. Your submission will be removed from the evaluation process.

**If any of the requested supplementary information/certifications fails to meet the Council's satisfaction, the Council reserves the right to classify the answer as a "Fail" resulting in the bid not being evaluated.**

**\* Delete as appropriate**

|  |  |  |
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| **1.** **Compliance with Specification** | | |
| **1** | Bidder can confirm that they can meet **all** elements of the specification for Appendix A | **Weighting:**  **Pass / Fail** |

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| **Supplier Response** |  |
| **Yes\*** | **No\*** |

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| **2. Mandatory Timescales** | | |
| **2** | Bidder can confirm they can meet the timescales detailed within the contract specification to ensure that the works specified are completed as requested.  **Appendix A – Timetable for delivery** | **Weighting:**  **Pass / Fail** |

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| **Supplier Response** | |
| **Yes\*** | **No\*** |

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| **3.**  **Compliance with GDPR Policy – Data sharing and ownership** | | |
| **3** | Bidder can confirm that all data submitted will be shared and owned by Breckland Council, GDPR policy to be supplied. | **Weighting:**  **Pass / Fail** |

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| **Supplier Response** |  |
| **Yes\*** | **No\*** |

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| **4.**  **Compliance with GDPR Policy – Data Holding** | | |
| **4** | Bidder can confirm that all data is held within the UK in accordance with Data Protection Act protocols or an equivalent assurance  Please provide evidence within your bid to support compliance. | **Weighting:**  **Pass / Fail** |

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| **Supplier Response** |  |
| **Yes\*** | **No\*** |

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| **5.** **Compliance with Accessibility Guidelines** | | |
| **5** | Bidder can confirm that the customer-facing environment complies with 2.1 working towards 2.2 AA Web Content Accessibility Guidelines (WCAG).  Please provide a reference website and list any non-compliant elements with 2.1AA WCAG. | **Weighting:**  **Pass / Fail** |

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| **Supplier Response** |  |
| **Yes\*** | **No\*** |

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| **6.** **Browers** | | |
| **6** | Bidder can confirm the solution is compatible with common browsers such as Chrome, Edge, Firefox and Safari? | **Weighting:**  **Pass / Fail** |

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| **Supplier Response** |  |
| **Yes\*** | **No\*** |

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| **7.**  **Disaster Recovery** | | |
| **7** | Bidder can confirm there is a robust Disaster Recovery Process in place to ensure continuity of service, with a provision for maintaining a 99.9% uptime / availability.  Please provide a copy of the relevant plans with your bid submission. | **Weighting:**  **Pass / Fail** |

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| **Supplier Response** |  |
| **Yes\*** | **No\*** |

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| **8.**  **Cyber Security Accreditation** | | |
| **8** | **Please provide evidence of your organisation’s cyber security posture and how your service aligns with the NCSC Cloud Security Principles, including (but not limited to):**   * Certification to recognised standards such as **Cyber Essentials Plus**, **ISO/IEC 27001**, PSN or equivalent certification. * A summary of how the solution addresses each of the **14 NCSC Cloud Security Principles** (e.g. data-in-transit protection, identity and authentication, secure configuration, operational security, and audit information). * Secure software development lifecycle practices, including regular **vulnerability management**, **penetration testing**, and application of security patches. * A documented **incident response plan**, including breach notification procedures. * Measures to protect data in the cloud, including **encryption (at rest and in transit)**, **access controls**, **multi-tenancy safeguards**, and **geographical data residency** where applicable. * Ongoing **security awareness training** for staff and evidence of **governance and accountability** for security within the organisation.   **Pass criteria:** The supplier provides clear and sufficient evidence that demonstrates compliance with the NCSC Cloud Security Principles and shows a well-governed and active approach to cyber risk management, supported by relevant certifications and operational practices.  **Fail criteria:** The supplier fails to demonstrate sufficient alignment with the NCSC principles, does not hold appropriate security certifications, or lacks robust cyber security processes.  **Word Count: Max 1000 words, please include your word count at the end of each response.**  **Attached certification is not included in the word count** | **Weighting:**  **Pass/Fail** |

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| **Supplier Response** |  |
| **Yes\*** | **No\*** |
| **Supplier written summary response** |  |

**Response Required Questions**

**Lot 1– Community Engagement Platform**

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| --- | --- | --- | --- | --- |
| **Product / Methodology – This question applies to Lot 1** | | | | |
| **9** | Please provide full details of the consultation platform that you offer. This information should include full details of how this platform will make consultation on the Local Plan accessible and how it will increase engagement in the process to the benefit of Breckland residents.  Please include details of recent Local Plan consultation platforms that you have provided; these **examples** should be dated **within the last two (2) years**.  **Word Count: Max 1000 words, please include your word count at the end of each response.** | | **Weighting: 25%** | |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | **Nil Response** – Question not answered or limited information provided. | | 3 | **Poor response** – Respondent would only complete some required aspects.  Insufficient information provided to demonstrate increased engagement. | | 5 | **Acceptable response** – Respondent would be likely to meet each of the requirements, but further work may be required to ensure they are met consistently. The respondent has failed to demonstrate how the product would increase engagement with residents and how it would provide additional benefits to a standard website and email-based consultation. | | 7 | **Good response** – Respondent has understood the platform requirements and has demonstrated that their product can carry out all the requirements. The respondent has stated with examples how their product differs from the council website and email method of consultation and has given demonstrable examples of how it has been utilised elsewhere. | | 10 | **Excellent response** – Respondent has comprehensively understood each element required. The respondent has clearly and concisely demonstrated that their product can deliver the required service to the required standard. The respondent has detailed with testimony and examples that their product improves engagement across different socio-economic groups and ages. The response clearly outlines the similarities and benefits from using in house website-based consultation. | | | | |
|  | **Supplier Response** | | | |
| **Methodology and Experience - This question applies to Lot 1** | | | | |
| **10** | | Please provide details of how the product will be mobilised, who will be assigned to key tasks and how training will be given and on-going support offered. Mobilisation aligns with the contact timetable.  Please provide **1-page CV’s** and details of any person that would be working on this contract, including their level of experience in relation to this contract.  **Word Count: Max 1000 words, please include your word count at the end of each response.** | | **Weighting: 25%** |
|  | | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – Relevant key personnel are not sufficiently experienced or have little relevant experience. Timeline not fully detailed. | | 5 | Acceptable response – CVs provided however experience is limited and not wholly relevant. Mobilisation detailed and support noted but no formal timeline to meet the contract dates shown. | | 7 | Good response – CVs provided, and experience of key personnel are of good experience. The details of mobilisation will meet the timescales, and the training and support details are good. | | 10 | Excellent response – CVs provided, and relevant experience of key personnel demonstrates seniority and extensive experience in this field with direct relevance to local plan consultation. The mobilisation is quick and fully detailed with support and training fully explained and accounted for. | | | |
|  | | **Supplier Response** | | |

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| **Risks and Mitigations - This question applies to Lot 1** | | |
| **11** | Please demonstrate any risks and the mitigations that you will put in place to provide the service required. Examples of previous risks and mitigations given, if there has never been a risk issue, examples of planning and previous scenarios used.  **Word Count: Max 500 words, please include your word count at the end of each response.** | **Weighting: 10%** |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – Limited information on risks associated with provision, interruptions and no examples given. | | 5 | Acceptable response – Acceptable understanding of risks demonstrated and appropriate mitigation measures. Examples given but not wholly relevant to the product. | | 7 | Good response – Good understanding of risks demonstrated and appropriate mitigation measures. Examples given but not fully detailed. | | 10 | Excellent response – Comprehensive understanding of risks demonstrated and appropriate mitigation measures. Included examples of where this may have happened with previous work or has been investigated previously with full comprehensive details. | | |
|  | **Supplier Response** | |

**Lot 2 - A digital consultation reviewer with summery capabilities**

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| **Methodology and Product - This question applies to Lot 2** | | | | | | |
| **12** | Supplier is to provide details of the consultation reviewer. This should include all relevant components supplied to assist in reviewing, drafting, sorting, along with any other features which are available. The details should show how the information is submitted, reviewed, summarised and stored. The information should detail user steps required to upload data and how the consultee is aware of the use of the information and that AI is being utilised.  The product should demonstrate the benefits of such a system including time saved and improvements in accuracy and ease of oversight through human in the loop checks.  Supplier to summarise the compatibility of the product with other available products available. These products could be those on the open market which are not currently procured as they are lot 1 and 3 of this tender.  **Word Count: Max 1000 words, please include your word count at the end of each response.** | | | | **Weighting: 25%** | |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – Limited detail provided on functionality of the product, little or no explanation on compatibility. | | 5 | Acceptable response – Sufficient detail provided to outline the products capabilities and compatibility covered in response.  Some benefits outlined although no key time saving identified and there are processes to go through before information can be analysed and sorted. No additional features have been identified. | | 7 | Good response – Good detail of the products functionality showing each component and various packages available depending on need. Compatibility fully explained and the product can be integrated with other products or utilised as a stand-alone product. Details of time saving fully demonstrated with additional features stated and explained in full. | | 10 | Excellent response – Full detail of the products functionality showing each component and components workings as a package an alone and various packages available depending on need. Compatibility fully explained. Additional features offering time saving fully explained and will prove advantageous at this stage of local plan making. Full testimonies provided stating time savings. Steps are minimal and all users have knowledge of what is being carried out. | | | | | | |
|  | **Supplier Response** | | | | | |
| **Methodology and Experience - This question applies to Lot 2** | | | |
| **13** | Please provide details of recent provision of Local Plan consultation reviewer(s) you have provided; these **examples** should be **within the last two (2) years.** The response should demonstrate how these have, and can, improve the production of the Local Plan including details of time savings.  Please provide **1-page CV’s** and details of any person that would be working on this contract, including their level of experience in relation to this contract.  **Word Count: Max 1000 words, please include your word count at the end of each response.** | **Weighting: 25%** | |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – Provided an example of a product but is not relevant to a local plan or is not recent or is not comparable. Relevant key personnel are not sufficiently experienced or have little relevant experience. | | 5 | Acceptable response – Provided a recent example of a product which provides summaries of consultation responses from a Local Plan, but these are not detailed. Response gives indicators of savings but not specified in relation to Breckland.  CVs provided however experience is limited and not wholly relevant. | | 7 | Good response – Provided a recent example of a Local Plan consultation reviewer with specific referencing of the product to Breckland.  Experience of key personnel are of adequate experience. | | 10 | Excellent response – Provided a wholly relevant example of a consultation reviewer that is recent and comparable to Breckland district. Relevant experience of key personnel demonstrates seniority and extensive experience in this field with direct relevance to local plan consultation. | | | |
|  | **Supplier Response** | | |

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| **Risks and Mitigations - This question applies to Lot 2** | | |
| **14** | Please explain any risks and mitigations that you will put in place to provide the product and service required.  **Max 500 words – please include your word count at the end of each response.** | **Weighting: 10%** |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – No mitigation provided and limited information on risks. | | 5 | Acceptable response – Risks identified but limited mitigation information supplied. Risks are limited to internal or external without giving broad consideration. | | 7 | Good response – Internal and external risks identified and adequate, well thought out mitigation identified. | | 10 | Excellent response – Internal and external risks identified and adequate, well thought out mitigation identified. Real world examples given to demonstrate capabilities of risk management and mitigation. | | |
|  | **Supplier Response** | |

**Lot 3 – A back of house platform for Local Plan writing and editing**

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| --- | --- | --- |
| **Methodology and Product - This question applies to Lot 3** | | |
| **15** | Supplier is to provide details of the of a back of house system to write the Local Plan. This system will have multiple user functions for editing purposes and will allow for a report tracking changes demonstrating to an inspector that all changes recorded.  The supplier will detail any compatibility with external and internal products such as those sought through this RFQ and ArcGIS for example. The supplier shall demonstrate time saving efficiencies with testimonies and recent examples detailing the workability of the product and its real-world application.  Use of AI in line with the Planning Inspectorates guidance detailed and compliance stated.  **Word Count: Max 1000 words, please include your word count at the end of each response.** | **Weighting: 25%** |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – Limited detail provided on functionality of the product, little or no explanation on compatibility. Little or no explanation in timesaving. | | 5 | Acceptable response – Sufficient detail provided to outline the products capabilities and compatibility covered in response.  Some benefits outlined although no key time saving identified. | | 7 | Good response – Good detail of the products functionality showing each component and various packages available depending on need. Compatibility fully explained and the product can be integrated with other products or utilised as a stand-alone product. Details of time saving fully demonstrated with additional features stated and explained in full. Compliance with the planning inspectorate fully understood and detailed and AI features explained. | | 10 | Excellent response – Full detail of the products functionality showing each component and components workings as a package an alone and various packages available depending on need. Compatibility fully explained. Full testimonies provided stating time savings. Steps are minimal and all users have knowledge of what is being carried out. AI features can demonstrably comply wit the planning inspectorate and the features are clearly labelled to allow for checking and assimilation. | | |
|  | **Supplier Response** | |

|  |  |  |
| --- | --- | --- |
| **Methodology and Experience - This question applies to Lot 3** | | |
| **16** | Please provide details of recent provision of Local Plan back of house writing system you have provided; these examples should be withing the last two (2) years. The response should demonstrate how these have, and can, improve the production of the Local Plan including details of time savings.  Please provide 1-page CV’s and details of any person that would be working on this contract, including their level of experience in relation to this contract.  **Word Count: Max 1000 words, please include your word count at the end of each response.** | **Weighting: 25%** |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – Provided an example of a product but is not relevant to a local plan or is not recent or is not comparable. Relevant key personnel are not sufficiently experienced or have little relevant experience. | | 5 | Acceptable response – Provided a recent example of a product which provides a back of house system for the purpose of writing a Local Plan, but these are not detailed. Response gives indicators of savings but not specified in relation to Breckland.  CVs provided however experience is limited and not wholly relevant. | | 7 | Good response – Provided a recent example of a Local Plan back of house system with specific referencing of the product to Breckland.  Experience of key personnel are of adequate experience. | | 10 | Excellent response – Provided a wholly relevant example of Local Plan back of house system that is recent and comparable to Breckland district. Relevant experience of key personnel demonstrates seniority and extensive experience in this field with direct relevance to local plan consultation. Testimonies provided. | | |
|  | **Supplier Response** | |

|  |  |  |
| --- | --- | --- |
| **Risks and Mitigations - This question applies to Lot 3** | | |
| **17** | Please explain any risks and mitigations that you will put in place to provide the product and service required covering, but not limited to, the below risks:  Risk linked to technology performance, such as the misclassification or incorrect summarisation of consultation feedback.  Risks related to integration, particularly where different suppliers are awarded different lots.  Risks around data security and GDPR compliance, given the potentially sensitive nature of consultation responses.  Risks arising from user accessibility or exclusion, including limitations in accessibility for users with disabilities or those with low digital confidence.  Risks related to changes in legislation or Government guidance that may affected Local Plan processes during the contract period.  **Max 500 words – please include your word count at the end of each response.** | **Weighting: 10%** |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – No mitigation provided and limited information on risks. | | 5 | Acceptable response – Risks identified against all criteria, but limited mitigation information supplied. Risks are limited to internal or external without giving broad consideration. | | 7 | Good response – Internal and external risks identified and against all criteria adequate, well thought out mitigation identified and detailed. | | 10 | Excellent response – Internal and external risks identified and against all criteria, adequate, well thought out mitigation identified and clearly detailed. Real world examples given to demonstrate capabilities of risk management and mitigation. | | |
|  | **Supplier Response** | |

|  |  |  |
| --- | --- | --- |
| **Social Value – This question applies to all lots.** | | |
| **18** | **How will the platform address potential biases in its algorithms or content recommendations?** | **Weighting: 10%** |
|  | |  |  | | --- | --- | | **Score** | **Marking Criteria** | | 0 | Nil Response – Question not answered or limited information provided. | | 3 | Poor response – No mitigation provided and limited information on risks. | | 5 | Acceptable response – Detail given explaining the potential bias in a generic sense with limited information on the specific product. | | 7 | Good response – Good identification of bias and recommendations with identified practises to address the issues. | | 10 | Excellent response – Full details of potential bias noted with excellent explanation of how these are addressed. | | |
|  | **Supplier Response** | |

**Pricing**

Pricing should be submitted in pounds sterling (£) and **inclusive of VAT.** The VAT element may be included as a separate value to the net delivery cost of the goods / service. It should be assumed that the total value submitted will be for the full contract term, which, for the avoidance of doubt, includes all optional extensions.

Our pricing for the provision of the goods/services referred to in the Specification is:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Lot 1** | **Lot 2** | **Lot 3** |  |
| **First 18 months** |  |  |  | Net £  VAT £  Total £ |
| **Implementation Costs** |  |  |  | Net £  VAT £  Total £ |
| **Extension (6 months)** |  |  |  | Net £  VAT £  Total £ |

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|  |  |
| --- | --- |
| **Overall Net Price** | £ |
| **Overall Value Added Tax (VAT)** | £ |
| **Total Contract Price**  **(for full Contract Term to include any extensions)** | £ |

**Total Contract Price** in words:

…………………………………………………………………………………………

**Payment Terms**

Payment will be made upon receipt of the satisfactory delivery of the goods, services, or completion of consultancy work or within agreed milestones.

Please be aware that in observance of its obligations under the Procurement Act, the following terms will be implied in every contract entered into by the Council: -

* 30-day statutory payment terms (Section 68)
* 30-day statutory payment terms in every sub-contract (Section 73)

**Supplier Declaration**

* I confirm that this quotation is open for acceptance until <DD/MM/20XX>
* I agree that the Council’s Terms and Conditions in **Appendix B** will apply to any contract formed by acceptance of this quotation.
* The supplier will be bound by the Council’s Terms and Conditions in **Appendix B** and no variation will be valid unless agreed by both parties in writing.
* The supplier will declare its use of AI in this tender submission.

Have you used AI or machine learning tools, including large language models, to assist in any part of your Tender submission? This may include using these tools to support the drafting of responses to the questions.

|  |  |
| --- | --- |
| Yes | No |
| Please provide details: |  |

Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy:

|  |  |
| --- | --- |
| Yes | No |

|  |  |
| --- | --- |
| Supplier’s signature |  |
| For and on behalf of |  |
| Date submitted |  |

|  |  |
| --- | --- |
| Trading Name & Registered Name (if different) |  |
| Address |  |
| Contact Name |  |
| Contact Position |  |
| Contact Landline/Mobile |  |
| Contact E-Mail |  |
| Company Registration Number |  |
| Registered Address  (Only complete if different the address above) |  |
| Office from which business is conducted (this must be the registered office if you have one) |  |
| Are you categorised as an SME or a VCSE? Please state which. |  |

**Appendix A – Specification**

**1. Introduction:**

Breckland Council have agreed a timetable for the Local Plan, which sets out the key milestones to submit the plan for examination by December 2026. In order to enable the deadlines to be met, we are looking for a community engagement platform which will allow for stakeholders and interested parties to monitor the progress of the local plan and a consultation programme to assist in sorting, summarising, allocating and highlighting key issues raised. **This must be ready to ‘go live’ by the 28th October 2025 at the latest.**

For the platform, we are looking for something that is easily kept up to date and allows comments to be submitted and that interested parties can sign up for email updates. The platform will need to be accessible to allow for maximum usability from a range of devices. The Local Plan is programmed to be submitted for examination in December 2026.

It is important that all information submitted through the platform can be extrapolated to an in-house system to ensure that no data is lost at the end of the contract.

The consultation reviewer, who will also be able to summarise, categorise, and sort consultation responses, will be required until at least December 2026, when all information will need to be exported to an in-house system. The use of AI in the reviewing and classification of local plan consultations is not new, and Breckland will ensure that there is still at all points a human in the loop, but the processing, moving and accurate capturing of responses is a time-consuming task, and as such, we are looking for efficiencies. This is not an exhaustive list but rather an open one, which will hopefully allow for products to be assessed on merit and suitability with specific reference to consultation responses.

The local plan back of house writing program will allow for tracked, transparent changes to be made to record updates and amendments by multiple people to allow for efficient work to be carried out in a transparent way.

The desired outcome for this RFQ is to demonstrate how the products can assist in ensuring adequate consultation is undertaken within set timescales and that all responses are taken into account to ensure that the Local Plan is delivered on time to an acceptable standard.

**2. Scope of Work:**

**Lot 1. A community engagement platform.**

The platform should enable community engagement in an accessible format to reach a wide audience. The platform should be user friendly with a legible, intuitive set up, allowing as many persons as possible to find the information that they are looking for and allowing them to easily give their opinions. The platform should also allow people to be kept up to date and have a record of their responses, with the ability to respond again and track changes to the key documents.

It is expected that the platform will demonstrate that it has reached a wider audience than the standard consultation method of a Council website, and the benefits should be clearly listed. The Platform should be accessible on a wide range of devices, and this should be demonstrable to further ensure accessibility.

**Lot 2. A digital consultation reviewer with summary capabilities**

The consultation reviewer should use AI technology to sort, summarise and analyse trends of consultation responses to the local plan consultation. The platform should be able to summarise them, highlighting that AI has been used for anyone reviewing the summary. Key words will be identified to group consultation responses into categories and subcategories, enabling the reader to see that they are site specific where applicable.

This system will reduce the time taken to track and review consultation responses and will allow for results to be seen through a search as well as in full. Responses can be catalogued and placed in relevant areas for reference when the policies are being reviewed against the responses. While we would still utilise a human / humans to review all responses, the time reduction will come from sorting and summarising them and applying them to relevant parts and themes of the policy document.

**Lot 3. A back of house platform for Local Plan writing and editing**

The system will provide a back of house function to write, edit, publish and track changes to the Local Plan. The writer will ideally work collaboratively with other elements to engage the responses to the Plan.

**3. Technical Requirements:**

The supplier must confirm that their cloud-based solution is accessible to our organisation's staff using commonly available and standards-based web access technologies.

**Requirement:**

1) The proposed system must be fully accessible via a standard web browser without the need for proprietary client software, browser plug-ins, or local administrative changes. The system must support secure access using widely used operating systems and browsers typically deployed in enterprise environments.

**Please confirm:**

* That the system can be accessed via standard web technologies (e.g. HTTPS)
* That no additional client-side software or configuration is required beyond what would be reasonably expected in a secure, modern IT estate
* That the system supports access through current, mainstream web browsers (e.g. Microsoft Edge, Google Chrome).

All AI use must be documented in line with the guidance from the Planning Inspectorate.

2) The proposed system must be fully accessible via a standard web browser without the need for proprietary client software, browser plug-ins, or local administrative changes. The system must support secure access using widely used operating systems and browsers typically deployed in enterprise environments.

**Please confirm:**

* That the system can be accessed via standard web technologies (e.g. HTTPS)
* That no additional client-side software or configuration is required beyond what would be reasonably expected in a secure, modern IT estate
* That the system supports access through current, mainstream web browsers (e.g. Microsoft Edge, Google Chrome).

All AI use must be documented in line with the guidance from the Planning Inspectorate.

3) The proposed system must be fully accessible via a standard web browser without the need for proprietary client software, browser plug-ins, or local administrative changes. The system must support secure access using widely used operating systems and browsers typically deployed in enterprise environments.

**Please confirm:**

* That the system can be accessed via standard web technologies (e.g. HTTPS)
* That no additional client-side software or configuration is required beyond what would be reasonably expected in a secure, modern IT estate
* That the system supports access through current, mainstream web browsers (e.g. Microsoft Edge, Google Chrome).

All AI use must be documented in line with the guidance from the Planning Inspectorate.

**4. Quality and Performance Standards:**

The products must all be capable of being stand alone and perform the functions as set out. The level of engagement and time saved will demonstrate the performance standards and the quality of the products. Performance will be measured using the Key Performance Indicators set out in **Appendix E - KPIs**

**Appendix B – Terms and Conditions for Contract for Services**

# Interpretation

* 1. In these terms and conditions:

“**Agreement**” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Appendices;

“**Award Letter**” means the letter from the Customer to the Supplier printed above these terms and conditions;

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

“**Charges**” means the charges for the Services as specified in the Award Letter;

“**Confidential Information**” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

"**Connected Person**" has the meaning given to it in Schedule 6 of the PA 2023;

“**Custome**r” means the person named as Customer in the Award Letter;

"**Debarment List**" means the list referred to under section 2 of the PA 2023;

"**Discretionary Exclusion Ground**" means one of the grounds given in Schedule 7 of the PA 2023;

“**Expiry Date**” means the date for expiry of the Agreement as set out in the Award Letter;

“**FOIA**” means the Freedom of Information Act 2000;

“**UK GDPR**” means the UK General Data Protection Regulation;

“**Information”** has the meaning given under section 84 of the FOIA;

“**Key Personnel**” means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;

"**Mandatory Exclusion Ground**" means one of the grounds given in Schedule 6 of the PA 2023;

“**Party**” means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;

“**Personal Data**“ means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;

"**PA 2023**" means the Procurement Act 2023;

“**Purchase Order Number**” means the Customer’s unique number relating to the supply of the Services;

“**Request for Information**” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

“**Services**” means the services to be supplied by the Supplier to the Customer under the Agreement;

“**Specification**” means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

“**Staff**” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;

“**Staff Vetting Procedures”** means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;

“**Supplier**” means the person named as Supplier in the Award Letter;

“**Term**” means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;

“**VAT**” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“**Working Day**” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

* 1. In these terms and conditions, unless the context otherwise requires:
     1. references to numbered clauses are references to the relevant clause in these terms and conditions;
     2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
     3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
     4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
     5. the word ‘including’ shall be understood as meaning ‘including without limitation’.

## Basis of Agreement

* 1. The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
  2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

## Supply of Services

* 1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
  2. In supplying the Services, the Supplier

shall:

* + 1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
    2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
    3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
    4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
    5. comply with all applicable laws; and
    6. all equipment, tools and vehicles and other items as are required to

provide the Services.

* 1. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

## Term

* 1. The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
  2. The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## Charges, Payment and Recovery of Sums Due

* 1. The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
  2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
  3. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
  4. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
  5. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
  6. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
  7. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
  8. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
     1. provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
     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 5.3 to 5.8 of this Agreement.
     3. In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority 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.
  9. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## Premises and equipment

* 1. If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier, or the Staff shall be at the Supplier’s risk.
  2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
  3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
  4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
  5. Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
  6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
  7. The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## Staff and Key Personnel

* 1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
     1. refuse admission to the relevant person(s) to the Customer’s premises;
     2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
     3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
  2. The Supplier shall:
     1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
     2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
     3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
  3. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
  4. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
  5. The Supplier shall promptly notify the Customer in writing if:
     1. any of the Staff or a Connected Person is placed on the Debarment List;
     2. a Mandatory Exclusion ground or Discretionary Exclusion Ground applies to any of the Staff or a Connected Person.

## Assignment and sub-contracting

* 1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
  2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
  3. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.

## Intellectual Property Rights

* 1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
  2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
  3. The Supplier hereby grants the Customer:
     1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
     2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
        1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
        2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
  4. The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## Governance and Records

* 1. The Supplier shall:
     1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
     2. submit progress reports to the Customer at the times and in the format specified by the Customer.
  2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## Confidentiality, Transparency and Publicity

* 1. Subject to clause 11.2, each Party shall:
     1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
     2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
  2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
     1. where disclosure is required by applicable law or by a court of competent jurisdiction;
     2. to its auditors or for the purposes of regulatory requirements;
     3. a confidential basis, to its professional advisers;
     4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under on the Bribery Act 2010;
     5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
     6. where the receiving Party is the Customer:
        1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
        2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
        3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
        4. in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
  2. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## Freedom of Information

* 1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
     1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
     2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
     3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
     4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
  2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
  3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## Protection of Personal Data and Security of Data

* 1. The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the UK GDPR and both Parties shall duly observe all their obligations under the UK GDPR which arise in connection with the Agreement.
  2. Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the UK GDPR) the Supplier shall:
     1. ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the UK GDPR;
     2. provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the UK GDPR;
     3. promptly notify the Customer of:
        1. any breach of the security requirements of the Customer as referred to in clause 13.3; and
        2. any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer’s obligations under the UK GDPR.

13.2.5 consider their data protection obligations and appoint their own Data Protection Officer where required.

* 1. When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

## Liability

* 1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
  2. Subject always to clauses 14.3 and 14.4:
     1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
     2. except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
        1. loss of profits;
        2. loss of business;
        3. loss of revenue;
        4. loss of or damage to goodwill;
        5. loss of savings (whether anticipated or otherwise); and/or
        6. any indirect, special or consequential loss or damage.
  3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
     1. death or personal injury caused by its negligence or that of its Staff;
     2. fraud or fraudulent misrepresentation by it or that of its Staff; or
     3. any other matter which, by law, may not be excluded or limited.
     4. The Supplier’s liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## Force Majeure

* 1. Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## Termination

The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

* 1. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
     1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
     2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
     3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
     4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
     5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
     6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
     7. fails to comply with legal obligations in the fields of environmental, social or labour law.
  2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier if it considers that a termination ground listed in section 78(2) of PA 2023 applies. A notice of an intention to terminate under this clause must:
     1. set out which termination ground the Customer considers applies pursuant to section 78(2) of the PA 2023 together with the Customer's reasons for deciding to terminate on this basis;
     2. invite the Supplier to make representations to the Supplier about the existence of the termination ground and the Supplier's decision to terminate;
     3. specify the means by which, and the time by which, such representations must be made;
     4. if the ground relates to a sub-contractor provide the Supplier with an opportunity to replace the sub-contractor;
     5. and on expiry of the time for the Supplier to make representations under sub - clause 16.2.3, if, after considering any representations, the Customer is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Supplier.
  3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control or any changes to a Connected Person.
  4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
  5. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
  6. Upon termination or expiry of the Agreement, the Supplier shall:
     1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
     2. return all requested documents, information and data to the Customer as soon as reasonably practicable.

## Compliance

* 1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
  2. The Supplier shall:
     1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
     2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
  3. The Supplier shall:
     1. perform its obligations under the Agreement in accordance with all applicable equality law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
     2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
  4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
  5. The Supplier shall comply with, and shall ensure that its Staff shall comply with (where appropriate), the provisions of:
     1. the Official Secrets Acts 1911 to 1989; and
     2. section 182 of the Finance Act 1989.

## Prevention of Fraud and Corruption

* 1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
  2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
  3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
     1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
     2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## Dispute Resolution

* 1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
  2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
  3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## General

* 1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

* 1. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
  2. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
  3. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
  4. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
  5. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
  6. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## Notices

* 1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
  2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
  3. Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## Governing Law and Jurisdiction

* 1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## Modern Slavery

* 1. The supplier undertakes, warrants represents that:
     1. Neither the Supplier of any of its officers, employees, agents or subcontractors has:
        1. Committed an offence under the Modern Slavery Act 2015
        2. Been notified that it is subject to an investigation relating to an alleged MSA offence of prosecution under the Modern Slavery Act 2015; or
  2. Is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015
  3. It shall comply with the Modern Slavery Act 2015

## Insurance

* 1. The Supplier shall take out and maintain at all times the following insurance policies:
     1. employer’s liability insurance to provide an indemnity of not less than five million pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident; and
     2. public liability insurance to provide an indemnity of not less than five million pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident;
     3. professional indemnity insurance to provide an indemnity of not less than one million pounds (£1,000,000) in respect of any one claim or series of claims arising out of one incident.

**Appendix C - Evaluation Criteria Methodology**

All tenders will be scored out of 100, split into two main criteria: quality and price. The number of points available from the price and quality criteria is determined by the importance of these criteria to the goods, services or works being purchased and is dependent on the risk and value of the contract to be awarded.

**Quality –70%**

The quality response is broken down into 8 pass / fail questions and 3 response required questions per Lot with a weighting of 60% and 1 Social Value response required question with a weighting of 10%. These have a total weighting of 70%, so the maximum score would be 70 points. The evaluation methodology for each quality question can be seen underneath each question.

**Price – 30%**

Price has a total weighting of 30%, therefore the maximum marks available for this part of the RFQ will be 30 and will be awarded to the lowest price submitted by the potential Supplier. The remaining Suppliers will receive marks on a pro-rata basis from the cheapest to the most expensive price.

The calculation used is the following:

Score = ((Lowest Tender Price/Tender Price) x 30) (Maximum available marks)

For example, if three tender responses are received and Supplier A has quoted £3,000 as their total price, Supplier B has quoted £5,000 and Supplier C has quoted £6,000 then the calculation will be as follows:

* Potential Supplier A Score = (£3000/£3000) x 30) (Maximum available marks) = 30
* Potential Supplier B Score = (£3000/£5000) x 30) (Maximum available marks) = 18
* Potential Supplier C Score = (£3000/£6000) x 30) (Maximum available marks) = 15

Scores out of 10 will be adjusted for weighting to give the overall score.

**Appendix D – AI Compliance Statement**

We have drafted the below for contracts for the Local Plan evidence base to seek to ensure compliance with the Planning Inspectorate's guidance:

‘If Artificial Intelligence (AI) has been used to create or alter any part of your documents, plans, drawings, information or data, you are required to inform us in writing of what information or material the AI has been used to create or alter that material. You will also be required to record and provide details of the use to us, covering all of the below points:

* What systems or tools you have used.
* The source of the information that the AI system has based its content on.
* Clearly label where you have used AI in the body of the content that AI has created or altered and clearly state that AI has been used in that content in any references to it elsewhere in your documentation.
* Inform us in writing whether any images or video of people, property, objects or places have been created or altered using AI.
* Inform us in writing whether any images or video using AI has changed, augmented, or removed parts of the original image or video, and identify which parts of the image or video has been changed (such as adding or removing buildings, any built structure, any natural features or infrastructure within an image).
* Inform us ion writing of the date that you used the AI.
* Declare in writing your responsibility for the factual accuracy of the content.
* Declare in writing that your use of AI is responsible and lawful.
* Declare in writing, and provide evidence if requested, that you have the appropriate permissions to disclose and share any personal information and that its use complies with data protection and copyright legislation.’