

DATED

8th August

2025

(1) SOUTH DERBYSHIRE DISTRICT COUNCIL

(2) BUILDING DESIGN PARTNERSHIP LIMITED

Contract for the Provision of the Swadlincote Town Centre Masterplan

THIS CONTRACT IS MADE ON 8th August 2025

BETWEEN:

- (1) South Derbyshire District Council of Civic Offices, Civic Way, Swadlincote, Derbyshire DE11 0AH (“the Council”); and
- (2) Building Design Partnership Limited, a company registered in England and Wales with company number 02207415 whose registered office is at 11 Ducie Street, Piccadilly Basin, Manchester M1 2JB (“the Supplier”)

WHEREAS

The Council has procured the provision of the Swadlincote Town Centre Masterplan and the Supplier has submitted the successful tender to provide the Services.

The Council has agreed to award a contract to the Supplier for the provision of the Services and the Provider has agreed to provide the Services.

This Contract is entered into to document the relationship between the Council and the Provider for the provision of the Services.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Commencement Date** means 17th July 2025.
- 1.2 **Conditions** mean these Conditions of Contract including any other documents annexed hereto.
- 1.3 **Contract** means the agreement entered into between the Council and the Supplier embodying the Articles of Agreement, these Conditions, the Specification, Pricing Schedule, any other Schedules in the Invitation to Tender, Tender and other documents referred to in those documents, including, Supporting Information or proposals from time to time put forward by the Supplier and approved by the Council.
- 1.4 **Contract Documents** means the documents comprising the Contract.
- 1.5 **Contract Period** means the period of 5 months starting on the Commencement Date or such longer period as may be determined in accordance with these Conditions.
- 1.6 **Contract Standard** means, in relation to the performance and discharge of any part of the Contract and each and every Order forming a constituent part thereof:

- 1.6.1 With the exercise of all reasonable and proper skill, care and diligence and in accordance with best professional practice and in a manner free from dishonesty and corruption;
- 1.6.2 Such standard as complies in each and every respect with the relevant provisions of the Contract and any Order pursuant thereto and where and to the extent that no criteria are stated in the Contract and any Order pursuant thereto the standard is to be to the entire satisfaction of the Contract Manager;
- 1.6.3 In compliance with all relevant legal requirements including those of Acts of Parliament, Statutory Regulations or Orders and Codes of Practice in operation from time to time, including but without prejudice to the generality of the foregoing, the Contract Procedure Rules, Financial Regulations and Scheme of Delegated Powers to Chief Officers and all other internal requirements and procedures of the Council.
- 1.6.4 In absolute co-operation with the Council and their other suppliers.

- 1.7 **Council** means **South Derbyshire District Council**
- 1.8 **Invitation to Tender** means the invitation to tender for the Provision of Swadlincote Town Centre Masterplan and **Tender** means the Supplier's response to the Invitation to Tender.
- 1.9 **Order** means an official order in respect of the Services or any part or parts there of issued by the Council to the Supplier.
- 1.10 **Pricing Schedule** means Schedule 2 which incorporates the prices and rates for the supply of the Service.
- 1.11 **Service** means the Service as detailed in the Specification to be supplied in accordance with the Contract or any Order pursuant thereto and includes any variation thereto made.
- 1.12 **Specification** means the document at Schedule 1 which describes the Services to be supplied by the Supplier to the Council and any variation or modification thereto made.
- 1.13 **Supplier** means the person, persons or company whose tender has been accepted by the Council and who accordingly enters into the Contract with the Council to supply the Services.
- 1.14 **Product** means as detailed in the Specification to be supplied in accordance with the Contract or any Order pursuant thereto and include any variation thereto made pursuant to condition 8.
- 1.15 Reference to the Supplier shall be deemed to include the Supplier's partners, directors and employees and the Supplier's agents and sub-contractors unless the context otherwise requires.

- 1.16 Reference to time shall be construed, during the period of summertime, to be British Summer Time and otherwise to be Greenwich Mean Time.
- 1.17 The Contract shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference, which shall arise out of or in connection with the Contract or any Order pursuant thereto.
- 1.18 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.
- 1.19 To the extent that legislation permits any payment hereunder shall be made in Pounds Sterling.
- 1.20 The meanings of the words defined in the Specification shall also apply within these Conditions so far as applicable.
- 1.21 In the Contract, unless the contrary intention appears:
- 1.21.1 Words importing the masculine gender include the feminine gender;
and
- 1.21.2 Words in the singular include the plural and vice-versa;
- 1.21.3 Words importing a written notice/order/instruction include information transmitted by electronic means.

2 FORM OF CONTRACT

2.1 Sufficiency of Information

The Supplier shall be deemed to have satisfied itself before submitting its quotation as to the accuracy and sufficiency of the prices stated by the Supplier in its quotation which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Supplier's quotation.

2.2 Documents Mutually Explanatory

2.2.1 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Should the Supplier become aware of any ambiguities or discrepancies in or between the Contract Documents, the Supplier shall immediately inform the Council giving full details. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of the Council shall be resolved by the Council who shall issue to the Supplier any appropriate instructions. If any such instruction changes the basis upon which the Supplier quotation so as to render any price inappropriate, the said instruction shall be treated as a variation.

2.2.2 Any references in the Specification to contact with, liaison, reporting or other action in relation to various Directorates, Departments or

divisions of the Council shall be deemed to refer to any successor assignee or contractor substituting therefore or replacing whether temporarily or permanently the same and so notified from time to time by the Council.

2.3 Variation of Conditions

Following the formation of a binding agreement, no deletion from, addition to, or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

2.4 Copyright

Copyright in the Contract Documents shall vest so far as it lawfully can in the Council but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.

2.5 Exclusion of Rights and Third Parties

It is further agreed and declared that nothing herein contained or implied shall give or be construed as giving any rights, privileges, powers or enforceability other than to the specific parties executing this Contract as defined herein and their successors (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

3 CONTRACT MANAGER

- 3.1 The Council has appointed the Assistant Director – Place and Prosperity as the Council's Contract Manager who shall be the person or persons named or such other person or persons nominated in writing by the Council from time to time to act in the name of the said Council for the purposes of the Contract or any constituent part thereof.
- 3.2 The Council's Contract Manager shall have power to issue instructions to the Supplier on any matter relating to the Contract and the Supplier shall comply therewith. If any such instruction is a variation within the meaning of Clause 8 it shall be valued pursuant thereto.
- 3.3 From time to time the Council's Contract Manager may appoint one or more representatives to act for the Council's Contract Manager generally or for specified purposes or periods. Immediately any such appointment is made, the Council's Contract Manager shall give written notice thereof to the Supplier.

4 SUPPLY OF SERVICE

- 4.1 The Service will be in conformity with the Specification provided in the Supplier's Tender and the terms of the Contract.
- 4.2 The Product shall also be within the normal limits of industrial quality and where a British Standard or the equivalent EC standard exists then the goods shall meet this standard.

- 4.3 The Product and risk shall remain in the Supplier until they are installed to the standard specified by the Contract Manager.
- 4.4 The Council shall advise the Supplier and the carrier (if any) in writing, by a qualified signature on any delivery note, of any loss or damage of goods within 6 weeks following installation.
- 4.5 The Supplier shall make good free of charge to the Council any loss of or damage to or defect in the Product arising from the installation process where notice is given by the Council of the same.
- 4.6 In the case of the Service delivered by the Supplier not conforming with the requirements of the Contract whether by reason of quality, or quantity or not being fit for the purpose for which the Service is required (where such purpose has been made known in writing to the Supplier), the Council shall have the right to reject such Service within a reasonable time of their delivery and to purchase elsewhere but without prejudice to any other right which the Council may have against the Supplier. The making of payment shall not prejudice the Council's right of rejection. Before exercising the said right to purchase elsewhere the Council shall give the Supplier reasonable opportunity to replace the Service or any elements thereof with a replacement which conforms to the Specification and terms of the Contract or any Order pursuant thereto.
- 4.7 Notwithstanding that the Specification contains detailed exemplification of individual elements of the Contract this shall not in any way detract from the overriding obligation to execute all such elements of the Contract in an integrated manner in accordance with best practice to best standards

applicable to such elements and to the satisfaction of the relevant Contract Manager in the performance of such standards and practice.

- 4.8 Subject as otherwise contained in the Specification such instruction may state the type or part of the supply of the Service required including the Council's requirements with regard to timescale for delivery. For the avoidance of doubt, any such timescale may encompass any number of separate dates or times for the supply of the Service or any part thereof.
- 4.9 If at any time it appears to the Council that the Supplier's performance of the Contract does not conform to the Contract Standard the Council may without prejudice to any other right or remedy available to it, require the Supplier to return immediately to the agreed Contract Standard.
- 4.10 The Supplier shall make good within one week of its occurrence any damage resulting from or arising out of the supply of the Service. In the event of the Supplier failing to make good such damage, the relevant Council shall, two weeks after giving written notice to the Supplier or after such shorter time as may be reasonable if the proposed work is urgently needed, be entitled to arrange for making good of any damage and in this event, the cost shall be a debt from the Supplier and shall be recoverable accordingly.

5 THE SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier shall supply the Service described in the Specification to the Contract Standard with reasonable and proper skill care and diligence, with the utmost good faith and to the performance requirements set out therein in accordance with best professional practice, the written instructions of and,

subject as aforesaid, to the satisfaction of the relevant Contract Manager and to such individual timescale or timescales as may be specifically prescribed or otherwise with all due diligence.

5.2 The Supplier shall forthwith comply with any and all written instructions issued to it by the Council in respect of any matter relating to the supply of the Service in respect of which the Contract Manager is empowered to issue instructions, save that:

5.2.1 Where, subject to the detailed requirements of the Specification, such instruction is one requiring a variation within the meaning of Condition 8, the relevant Contract Manager shall comply with the provisions of Condition 8;

5.2.2 Where such instructions cannot be complied with by reason of Act of God or Force Majeure (which shall include acts of government, fire, tempest, acts of war and related matters which are both beyond the control of the Supplier and are such that the Supplier with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the duty of the Supplier to perform its obligations under the Contract shall be suspended until such circumstances have ceased.

5.2.3 Any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation within Condition 8 or otherwise.

- 5.3 The Supplier shall inform the Council promptly and confirm in writing if the Supplier is unable or fails to supply the Service or any part thereof, or if the Supplier is aware of anything of whatever nature and whether or not the result of any act or omission on the part of the Council which prevents or hinders or which may prevent or hinder the Supplier from complying with the Contract giving details of the circumstances, reasons and likely duration. The provision of information under this Condition shall not in any way release or excuse the Supplier from any of its obligations under the Contract.
- 5.4 The Supplier shall as may be necessary co-operate, liaise with, and co-ordinate its activities with those of any other supplier or sub-contractor employed directly or indirectly by the Council and shall carry out the Contract or any Order pursuant thereto in harmony with no detriment to any other service provided by or on behalf of or to the Council. If the Supplier defaults in complying or fails to comply with this Condition then any costs, expenses, liabilities, or damages incurred by the Council as a consequence thereof, including the reasonable cost to the Council of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier under this Contract or shall be recoverable from the Supplier by the Council as a debt.
- 5.5 The Supplier shall not advertise the fact that it is supplying the Service to the Council under this Contract other than with the written permission of the Council

6 THE SUPPLIER'S PERSONNEL

- 6.1 The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Service is provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise).
- 6.2 The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised.

7 ACHIEVEMENT OF CONTRACT STANDARD

- 7.1 Without prejudice to each and every remedy of the Council in the event of a failure of the Supplier to provide the Service in accordance with the terms of the Contract and any Order pursuant thereto, the Supplier shall at all times during the performance of the Contract supply the Service in accordance with the Specification and to the Contract Standard.
- 7.2 The Supplier shall as soon as reasonably practicable provide the relevant Contract Manager with any information relating to the performance of the Contract which he may reasonably request.

8 VARIATIONS

- 8.1 The Council's Contract Manager may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract or any Order pursuant thereto (herein referred to as a 'Variation'). In the event of a Variation being required, the Council shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond

within fourteen (14) days from receipt of the relevant Contract Manager's instructions or such other period as may be agreed.

- 8.2 Notwithstanding any data with regard to the value and/or volume of the Service or commissions, whether set out in the Specification or otherwise (which is only given as a guide) the Council gives no guarantee and accepts no liability as to the actual values or volumes which will be placed with the Supplier. The Council shall in no circumstances be liable to the Supplier for any consequential or financial loss of any kind whatsoever arising therefrom.

9 CONFIDENTIALITY

- 9.1 The Supplier shall not, without written consent of the Council, make use of for its own purposes or disclose to any person (except as may be required by law), the Contract Documents or any information contained therein or in any material provided to the Supplier by the Council pursuant to the Contract or prepared by the Supplier pursuant to the Contract, all of which information shall be deemed to be confidential.
- 9.2 The Supplier shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition.

10 HEALTH AND SAFETY

- 10.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision of the Supplier of copies of

its risk assessments under these Regulations when requested by the Council), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.

- 10.2 The Supplier shall, so far as the same may impact on the Council, adopt safe methods of work in order to protect the health and safety of its own employees and, to the extent applicable, the employees of the Council and all other persons (including members of the public).
- 10.3 The Supplier shall indemnify the individual Council for any loss, costs or damage caused for breach of this Condition.

11 EQUALITY AND DIVERSITY

The Supplier shall at all times comply with its statutory obligations under the Equality Act 2010 and, accordingly, will not treat anyone less favourably because of a protected characteristic.

12 OBSERVANCE OF STATUTORY AND OTHER REQUIREMENTS

The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of this Condition.

13 AGENCY

- 13.1 The Supplier shall not in any circumstances hold itself out as being the servant or agent of the Council otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 13.2 The Supplier shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way bind the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 13.3 The Supplier shall not in any circumstances hold itself out as having the power to make any, discharge or waive any Byelaw or Regulation of any kind.

14 GRATUITIES

The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Service other than any charges properly approved by the Council in accordance with the provisions of the Contract or any Order pursuant thereto.

15 INDEMNITY AND INSURANCE

- 15.1 The Supplier shall be liable for and shall fully and promptly indemnify the Council, their officers, employees, agents and other suppliers against all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise directly or indirectly out of or in the course of or in connection with any provision of the Contract (or any Order pursuant thereto) or from any negligence, negligent

act, negligent omission, default or breach of duty on the part of the Supplier or the breach by the Supplier of any provision of the Contract or any Order pursuant thereto. For the avoidance of doubt:

15.1.1 The Supplier's liability to indemnify the Council pursuant to this Condition on account of loss of or damage to any property of any nature whatsoever includes a liability to reimburse to the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property.

15.1.2 The Supplier's liability and indemnity arising under this Condition shall be without prejudice to any other right or remedy available to the Council.

15.2 The Supplier shall insure with a reputable insurance company against all loss of and damage to property and death of or injury to persons arising directly out of its obligations under the Contract or any Order pursuant thereto and against all actions, claims, demands, costs, charges and expenses in respect thereof to the following extent- Employer's Liability £10 million, Public Liability £10 million and Professional Indemnity £5 million. Documentary proof of such insurance cover shall be made available on demand by the Supplier.

15.3 Nothing in the Contract shall purport to exclude or restrict the liability of the Supplier for death or personal injury arising out of its acts or omissions, its agents, employees, servants and sub-contractors.

16 ROYALTIES AND PATENT RIGHTS

The Supplier shall not in connection with the Contract or any Order pursuant thereto use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Supplier shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses which the Council may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which the Council may have to make to any person or body entitled to patent rights or any other intellectual property rights in respect of any process, matter or thing used, manufactured, supplied or delivered by the Supplier in connection with the Contract or any Order thereto.

17 PAYMENT

- 17.1 The Supplier shall submit to the Council's Contract Manager invoices in respect of the Services supplied to the Council and valued in accordance with the Pricing Schedule and any provision as to payment contained within the Specification, and in the event of the Service being supplied in part or instalments (by prior arrangement with the Council), such invoices shall reflect the same.
- 17.2 Subject to the proper provision by the Supplier of the requirements of the Contract or any Order pursuant thereto the Council shall make due payment within 30 days of receipt of the invoice by the Council.

18 VALUE ADDED TAX

The Council shall be liable to pay to the Supplier such Value Added Tax (VAT) as may be properly chargeable on the Supplier in respect of the provision of the Contract to the Council except to the extent that any such Value Added Tax or penalties related thereto are so chargeable because of some breach of or non-compliance with any relevant statutory provisions by the Supplier.

19 PRICES AND RATES

- 19.1 The prices and rates shall be as stated in the Pricing Schedule.
- 19.2 Unless otherwise agreed in writing by the Contract Manager the Council shall not be liable for the cost of any work done or time spent or expense incurred in excess of that provided for by this Contract or any Order pursuant thereto.

20 ASSIGNMENT AND SUB-CONTRACTING

- 20.1 The Supplier shall not assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.
- 20.2 The Supplier shall not sub-contract the Contract or any part thereof or any Order pursuant thereto to any person or employ or agent to carry out the requirements of the Contract or any part thereof without the previous written consent of the Council (which, if given, shall not relieve the Supplier from any liability or obligation under the Contract). The Supplier shall be responsible for the acts, defaults, or neglect of any sub-contractor or agent or their employees or agents in all respects as if they were the acts, defaults or neglect of the Supplier, notwithstanding that the Council may require as a

condition of giving consent to sub-contract or appoint an agent a direct warranty and undertaking from the sub-contractor or agent concerning the requirements of and compliance with the Contract in all respects.

- 20.3 Without prejudice to the provisions of this Condition it shall be the responsibility of the Supplier to maintain full control over and adequate liaison with any sub-contractor or agent in order to ensure compliance with the Contract Standard, and, in addition, full control and adequate liaison as between sub-contractors and agents.

21 LEGAL PROCEEDINGS

- 21.1 The Supplier, immediately upon becoming aware of the same, shall notify the Council of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Contract or any individual Order thereunder.

- 21.2.1 If requested to do so by the Council, the Supplier shall provide any relevant information in connection with any legal inquiry arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings arising out of the provision of the Contract.

22 TERMINATION

- 22.1 If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the

obtaining of the Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any contract with the Council or if the like acts shall have been done by any person employed by the Supplier or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier) or if in relation to the Contract or any other contract with the Council, the Supplier or any other persons employed by the Supplier or acting on the Supplier's behalf, shall have committed any offence under the Prevention of Corruption Act 1889-1916 or shall have given any fee or reward to any member or officer of any Council the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, the Council shall be entitled at its option to rescind the Contract or to terminate the Supplier's employment under the Contract and without prejudice to Condition 22.4 to recover from the Supplier the amount of any loss resulting from such termination.

22.2 The Council has relied on the information provided by the Supplier contained in the quotation and any presentation submitted to the Council prior to its acceptance and prior to the Council entering into the Contract and any material misrepresentation contained therein shall entitle the Council to rescind or terminate this Contract at its option.

22.3 The Council shall be entitled forthwith upon the happening of any of the following events to terminate this Contract, such events being

22.3.1 Discovery of a material misrepresentation by the Supplier prior to the execution of this Contract.

- 22.3.2 Any material breach or a series of persistent minor breaches by the Supplier of the Contract or any Order pursuant thereto which in the opinion of the Council justifies termination of the Contract.
- 22.3.3 The Supplier becoming bankrupt or making a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.
- 22.3.4 The Supplier having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver.
- 22.3.5 The Supplier having a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.
- 22.3.6 The Supplier having a provisional liquidator, receiver or manager of its business or undertaking duly appointed.
- 22.3.7 The Supplier having an administrative receiver, as defined in the Insolvency Act 1986, appointed.
- 22.3.8 The Supplier having possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge.
- 22.3.9 The Supplier being in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or

administrative receiver or which entitle the Court to make a winding up order.

22.3.10 Then in any such circumstances the Council may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contract by notice in writing having immediate effect.

22.4 If the Contract is terminated as provided in Condition 22.1 or 22.3 and is not reinstated, the Council shall:

22.4.1 Cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment shall have been calculated and provided such calculation shows a sum or sums due to the Supplier;

22.4.2 Be entitled to employ and pay other persons to provide and complete the provisions of the Contract or any part thereof or any Order pursuant thereto;

22.4.3 Be entitled to deduct from any sum or sums which would but for Condition 22.4.1 have been due from the Council to the Supplier under this Contract or any other contract or any Order pursuant thereto to be entitled to recover the same from the Supplier as a debt, any loss or damage to the Council resulting from or arising out of such termination. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for

the provision of the Contract, any individual Order or any part thereof.

22.4.4 When the total costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment have been calculated and deducted so far as practicable from any such or sums which would but for Condition 22.4.1 have been due to the Supplier, any balance shown as due to any Council shall be recoverable as a debt.

22.5 The rights of the Council under this Condition are in addition to and without prejudice to any other rights they may have.

22.6 The provisions of Condition 15 shall continue in force notwithstanding the termination of this Contract.

23 RECOVERY OF SUMS DUE TO THE COUNCIL

The Council reserve their right at Common Law and in Equity to set off against their indebtedness to the Supplier any debt owed to them by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract or any Order pursuant thereto.

24 WHOLE CONTRACT

The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.

25 AMENDMENTS

No amendments to the Contract or any Order pursuant thereto shall be binding unless in writing and signed by the relevant Contract Manager on behalf of the Council and by the duly authorised representative of the Supplier and expressed to be for the purpose of such amendment.

26 INCONSISTENCY

In the event of any patent inconsistency between the provisions of the Specification and any of the Conditions of Contract the Conditions shall prevail SAVE that in the event of the Specification containing exemplification of any aspect of a particular Condition or Conditions then to the extent of such exemplification the same shall have force and effect and in the event of ostensible ambiguity or inconsistency the Council shall be the sole arbiter of the same and shall instruct the Supplier accordingly.

27 NOTICES

Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the parties as follows

To the Council – FAO Mike Roylance, Head of Economic Development and Growth and Assistant Director Place and Prosperity, South Derbyshire District Council, Civic Office, Civic Way, Swadlincote, DE11 0AH

To the Supplier – FAO Stephen Marshall Architect Director Building Design Partnership Limited, 11 Ducie Street, Piccadilly Basin, Manchester M1 2JB

and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

28 WAIVER

Forbearance, indulgence or failure by the Council or its Contract Manager at any time to enforce the provisions of the Contract or to require performance by the Supplier of any of the provisions of the Contract or any Order pursuant thereto shall not be construed as a permanent waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

29 DISPUTE RESOLUTION AND ARBITRATION

- 29.1 Save in respect of Termination pursuant to Condition 22 (in respect of which the rights of the Council shall be absolute) or any other condition where the discretion of the same is stated to be absolute any dispute or difference which may arise between the Council and the Supplier in connection with or arising out of the Contract shall be resolved between the parties as follows and escalated to the next level where appropriate-

Level	Council's representative	Supplier's representative
1	Mike Roylance Assistant Director – Place and Prosperity	Iain Galbraith – Associate Design Manager

2	Alison Bennett Executive Director – Place and Prosperity	Steve Potter – Business Director, UK North Region
3	Justin Ives Chief Executive	Sue Emms – Chair, UK North Region

29.2 If agreement is not reached following the procedure in 29.1 above either party may with the agreement of the other, refer the dispute to be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Council and the Supplier or failing such agreement within fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.

30 OMBUDSMAN INVESTIGATION AND FREEDOM OF INFORMATION

30.1 The Council is under a legal obligation by virtue of the Local Government Acts to observe the rights and powers of the Local Government and Social Care Ombudsman (the Ombudsman) who has independent and impartial powers and to require persons to provide information and/or produce documents for the purposes of carrying out investigations into relevant matters that may

have been referred to him for consideration when maladministration has been alleged against the Council.

- 30.2 The Supplier shall at no additional cost to the Council make available any documentation or allow to be interviewed any of the Supplier's personnel and assist at all times the Ombudsman or his personnel and will co-operate with any enquiries that are requested by the ombudsman or his personnel in investigating any complaint whatsoever relating to the Services.
- 30.3 Upon determination of any case by the Ombudsman in which the Supplier has been involved or has been implicated, the Contract Manager shall forward copies of such determination to the Supplier for its comments before reporting details to the relevant Committees of the Council. Should the ombudsman make recommendations in his report that compensation should be paid for maladministration and this by implication has been due wholly or in part to the failure, default, act, omission or neglect of the Supplier or its personnel or agents or sub-contractors to comply with the provisions of this Contract, the Council will recover such compensation from the Supplier and the same may be deducted from any payment to be made by the Council pursuant to the Contract.
- 30.4 Should the Ombudsman make recommendations relating to procedural matters which will result in changes or alterations which will require implementation, the Council will enter into discussions with the Supplier to agree a suitable procedure to resolve such matters. Any cost implications relating to any changes will be calculated in accordance with Condition 8 where they arise from altered or revised requirements by the Council.

30.5 The Supplier hereby acknowledges the statutory obligations on the Council imposed by the Freedom of Information Act 2000 in respect of the disclosure of information held by the Council generally, and to the intent that the same impacts on this Contract such obligations shall have affect and take precedence notwithstanding anything otherwise contained or referred to in the tender submitted or any Conditions of Contract relevant to such tender and the Supplier shall use its reasonable endeavours to assist the Council to ensure compliance with the same.

32 WHISTLEBLOWING

32.1 The Council is committed to the highest possible standards of openness probity and accountability when conducting its affairs. In line with that commitment it is expected that employees of the Council, elected Members, Contractors working for the Council on Council premises as well as suppliers and those providing services under a contract with the Council, will come forward and voice any serious concerns they may have about any aspect of the Council's work. A copy of the Councils' Whistleblowing policy is available on request.

33 ANTI-BRIBERY

33.1 The Council operates an anti-fraud and anti-corruption policy. The Supplier shall comply with the Council's anti-fraud and anti-corruption policy. Additionally, the Supplier shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act ("the Relevant Policy").

33.2 The Supplier shall not engage in any Prohibited Act or any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act, if such activity, practice or conduct has been carried out in the UK.

33.3 The following constitutes Prohibited Acts:-

33.3.1 To directly or indirectly offer, promise or give any person working for the Council or engaged by the Council, a financial or other advantage to

(i) Induce that person to perform improperly a relevant function or activity or

(ii) Reward that person for improper performance of a relevant function or activity

33.3.2 To directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract.

33.3.3 **Committing any offence**

(i) Under the Bribery Act 2010

(ii) Under legislation creating offences concerning fraudulent acts

(iii) At common law concerning fraudulent acts as relating to this Contract or any other contract with the Council, or

(iv) Defrauding, attempting to defraud or conspiring to defraud the Council

- 33.4 The Supplier shall have and shall maintain throughout the term of this agreement its own policies and procedures, including but not limited to an adequate procedure under the Bribery Act, to ensure compliance with the Relevant Policy and will enforce them where appropriate. The Supplier shall disclose the policies and procedures the Council upon request.
- 33.5 The Supplier shall ensure that any offer or provision of any form of gift or gratuity or hospitality complies with the Relevant Policy and, where relevant, the Council's Gifts and Hospitality Protocol.
- 33.6 The Supplier shall promptly report to the Council any request or demand for any undue financial or other advantage, of any kind, received by the Supplier in connection with the Services.
- 33.7 For the purpose of this agreement the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of that act) sections 6(5) and 6(6) of that act and section 8 of that act respectively.

34 THE EQUALITY ACT

- 34.1 The Equality Act 2010 (the Act) sets out anti-discrimination law in the UK. It identifies 'protected characteristics', age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, pregnancy and maternity and marriage and civil partnerships.

34.2 The Act sets out the public sector equality duty (PSED) which applies to most public authorities in England, such as local authorities, police, schools, universities and central government departments. It also applies to organisations carrying out a public function. It therefore includes private companies or voluntary sector organisations that have been contracted to carry out public functions on behalf of a public authority. The duty only applies in respect of the public function being carried out and not the wider business of the contracted body.

34.3 The PSED requires public authorities to have due regard to the need to:

34.3.1 Eliminating unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.

34.3.2 Advance equality of opportunity between people who share a protected characteristic and those who do not, and

34.3.3 Foster good relations between people who share a protected characteristic and those who do not.

34.4 The Act also explains that advancing equality of opportunity involves having due regard to the need to:

34.4.1 Remove or minimise disadvantages suffered by people due to their protected characteristics.

34.4.2 Take steps to meet the needs of people with certain protected characteristics where these are different from the needs of other people, and

34.4.3 Encourage people with certain protected characteristics to participate in public life or in other activities where their participation is disproportionately low.

34.5 The Supplier shall comply with the requirements of the Act whilst performing the Services.

35 SAFEGUARDING

The Supplier must comply with the Council's Safeguarding Policy or, if the Supplier has their own policy, this must have been approved as an adequate substitute by the Council.

IN WITNESS this Contract has been executed by the Parties as a deed and takes effect as a deed on the date set out at the start of this Contract.

Signed for and on behalf of **South Derbyshire District Council**



Alison Bennett –Director (Place & Prosperity)

Signed for and on behalf of **Building Design Partnership Limited**



Director

SCHEDULE 1

SPECIFICATION

1. Project Title

<i>Swadlincote Town Centre Masterplan</i>

2. Introduction & Background

- 2.1 South Derbyshire District Council wishes to appoint an appropriately skilled and experienced consultancy for the provision of a Masterplan for Swadlincote Town Centre. The Masterplan will be an overarching planning document and spatial layout which will be used to structure land use and development. It is anticipated that the Masterplan will inform the future review of the South Derbyshire Local Plan (Part 2).
- 2.2 The Masterplan will cover the whole of the town centre, but the focus will be on the local authority land ownership at the western end of the centre. Within this area there is a concentration of ageing public buildings, in particular Green Bank Leisure Centre and the Civic Offices.
- 2.3 A Retail & Leisure Study of the town centre has recently been undertaken, completed in 2024. A project team is working on the feasibility of developing a new Leisure Centre and Civic Offices. The decision has been taken to relocate both activities to a site outside of the town centre, releasing their former sites for redevelopment.
- 2.4 The population of Swadlincote and South Derbyshire continues to grow very rapidly, and the redevelopment of their former sites presents a unique opportunity to consider residents' future town centre needs from a spatial perspective.

3. Scope of the Contract

The Masterplan will be a document that – through plans, drawings and text - will determine key aspects of the future development of the redevelopment area such as the:

- distribution and interrelationship of activities/uses.
- relationship between spaces and buildings (existing and new).
- degree of 'permeability' – visual and physical.
- best location of different types of uses.
- movement networks within and out with the site.
- provision of infrastructure.

4. Detailed Requirements

The area to be covered by the Masterplan is that defined by the town centre boundary in Figure 1, as set out in the District Council's Adopted Local Plan (Part 2), with the particular focus upon the Civic Centre Site which is shown in Figure 2. This extends to approx. 3.5 Ha (9 acres), within which the Leisure Centre and Civic Offices occupy an area of approx. 4 acres.

Figure 1: Swadlincote Town Centre Boundary

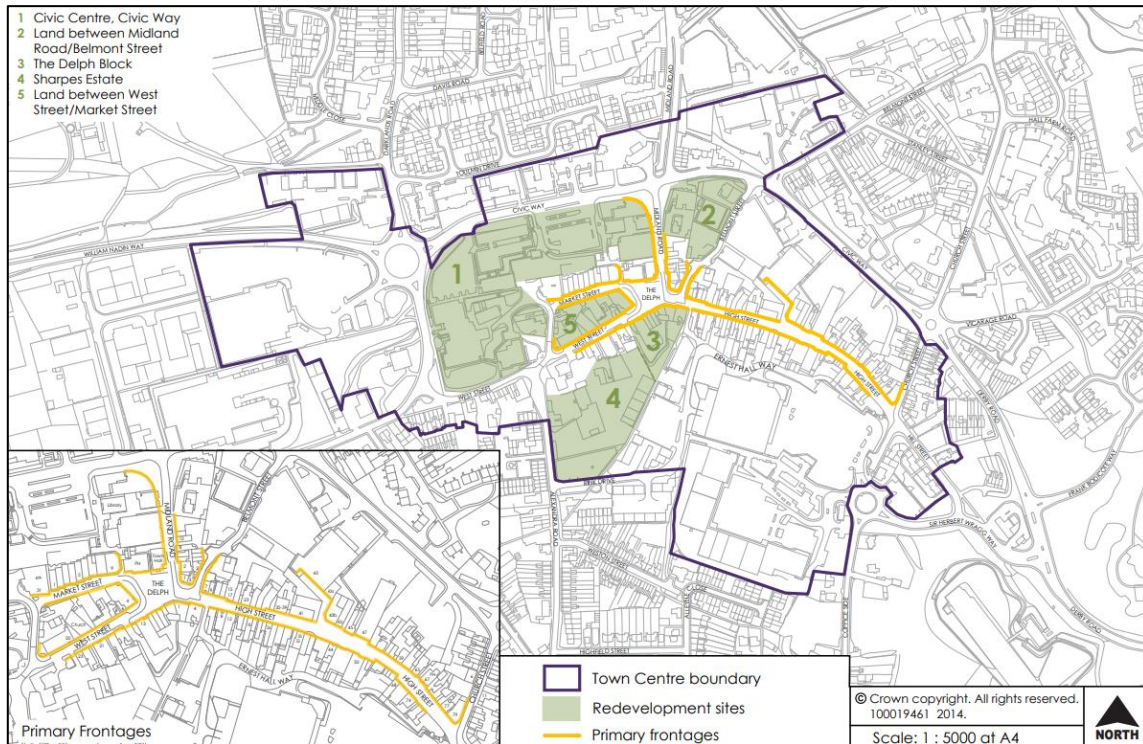
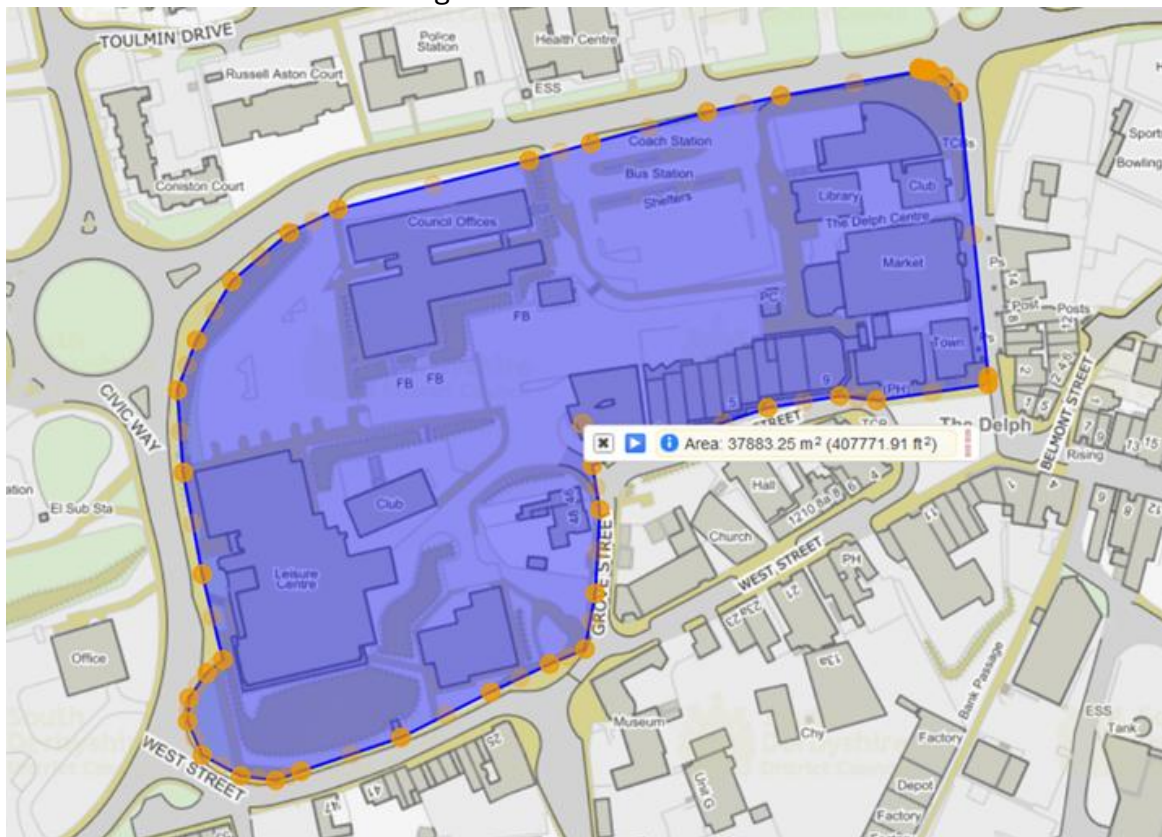


Figure 2: Civic Centre Site



Background

What is a Masterplan?

Masterplans set the vision and implementation strategy for a development. They are distinct from local design guides by focusing on site specific proposals such as the scale and layout of development, mix of uses, transport and green infrastructure. Depending on the level of detail, the masterplan may indicate the intended arrangement of buildings, streets and the public realm.

The Masterplan will be a document that – through plans, drawings and text - will determine key aspects of the future development of the redevelopment area such as the:

- distribution and interrelationship of activities/uses.
- relationship between spaces and buildings (existing and new).
- degree of 'permeability' – visual and physical.
- best location of different types of uses.
- movement networks within and out with the site.
- provision of infrastructure.

Swadlincote Town Centre

Swadlincote is a small town with a population of around 40,000 and is the principal commercial and shopping centre in South Derbyshire. It lies about 7km to the east of Burton-on-Trent. The District is experiencing population growth, a proportion of which will be developed within the Swadlincote Town Centre catchment. The town's catchment is constrained by its proximity to larger centres at Burton-on-Trent, Ashby de la Zouch and further afield, Derby, Leicester, Nottingham and Birmingham.

There are over 200 businesses in the town centre, of which 49% are shops. Amongst the shops 8% sell mainly convenience goods, low-cost everyday items, whilst 82% sell mainly comparison goods, including clothing and homewares. This is similar to the national small towns average. Vacant units are below the national average.

There are a broad range of retail outlets, places to eat/drink, leisure and service providers. 6% of shops are key attractors (e.g. Sainsburys, Boots), 25% are national multiples, 8% are smaller regional chains and 61% independents. This mix is very similar to the average for small towns nationally.

The town centre is also the main service centre for the area, with facilities including a jobcentre, emergency services, local government and NHS. The area's main transport interchange at Swadlincote bus station is in close proximity to the High Street.

The town centre's strengths are as follows:

- Range of services including banks, building society, post office, library, adult education centre and health centre.
- A good modern high street shopping and leisure offer on the edge of the town centre at The Pipeworks.
- Substantial selection of independent retailers, restaurants and takeaways.
- A town centre attraction telling the story of the heritage of the area, with a museum and local history archive in the former Sharpe's Pottery buildings.
- Excellent parks within a short walk including Eureka Park and Swadlincote Woodlands on the outskirts of the town centre.
- Good range of family orientated leisure facilities including snowsports centre, indoor climbing facility, snooker/pool centre, leisure centre, multiplex cinema and nearby golf driving range.
- The appearance of the town centre has been improved by investment in the public realm and shop fronts.

- Location at the heart of the National Forest, which has transformed the landscape and provided outstanding recreational attractions in the surrounding area and will continue to do so.
- Performing better than comparable small towns nationally (e.g. footfall, vacancies, parking occupancy).
- Part-pedestrianised, tree lined streets with space to meet friends.
- Current public investment, including resurfacing of The Delph marketplace and regeneration of the former Bank House/Sabine's Yard site to create additional parking and green space.
- Emerging 'vintage/retro' retail offer.
- Existing successful events, including Festival of Transport, Antiques in the Street and Christmas Lights Switch On.
- Traditional market three days a week.
- Heritage trails guiding visitors around the historic features of the town centre.
- Excellent travel access; Residential areas within a short walk, a bus station in the town centre and extensive free car parking in very close proximity.

The above is drawn from annual town centre benchmarking reports that the District Council has commissioned since 2019. As part of preparations for a new Local Plan, the Council commissioned an Employment Land Review in 2023, including consideration of supply and demand for office uses across South Derbyshire. In, 2024 the Council commissioned a Retail & Leisure for Swadlincote, updating an earlier study completed in 2016.

The context also includes current national trends, such as:

- Growth of online and out of town shopping.
- Growth in home leisure and use of takeaways.
- Growth in home working and fewer office workers who use the town centre at lunchtime to purchase their lunch and visit other businesses.
- Cost of living pressures on consumers and increasing operating costs for businesses.
- Continuing pandemic health concerns and a consequent drop in footfall, particularly amongst older age groups avoiding busy places.
- Expansion of non-retail uses in town centres including health, beauty, fitness, leisure and residential.
- Increasing interest in 'experiences'; Town centre shopping as a 'leisure activity'.

Policy Context

A Design Report including public realm Masterplan for the town centre was prepared in 2006, followed by a Vision & Strategy in 2012 – these can be viewed here:

<https://www.southderbyshire.gov.uk/our-services/planning-and-building-control/planning/planning-policy/vision-for-swadlincote-town-centre>

The Swadlincote Town Centre Vision & Strategy sets out ways of raising the profile of the town as a centre for retailing, service and leisure, and guiding efforts to enhance its vitality and viability. This identified opportunities for the development and enhancement of significant town centre sites, including potential for new retail, office, leisure and residential uses.

The aim of the Vision & Strategy was to establish an agreed framework for raising the profile of the town as a centre for retailing, service and leisure, and guiding future work to enhance its vitality and viability. It has provided the basis for the collaboration of public, private, community and voluntary sectors in the pursuit of an enhanced town centre. The approach to the Vision & Strategy was based upon a number of Principles and focused on three Areas for Action - Design, Promotion and Economic Restructuring. The principles are as follows:

- Comprehensive - a single project cannot regenerate a town centre.
- Incremental - small projects make a difference.

- Self-help and public/private partnership.
- Identifying and capitalising on existing assets.
- Recognising the wider value of historic buildings and landmarks.
- Improvements and initiatives must be synonymous with quality.
- Changing community attitudes and public perceptions.
- Action-oriented - frequent, visible changes.

The South Derbyshire Local Plan (Part 2) was adopted in 2017 including the following policies supporting the town centre:

- BNE11 - Shopfronts
- RTL1 - Retail Hierarchy
- RTL2 - Swadlincote Town Centre Potential Redevelopment Locations

The Adopted Local Plan can be viewed here:

<https://www.southderbyshire.gov.uk/our-services/planning-and-building-control/planning/planning-policy/local-plan/adopted-local-plan>

Much of the town centre is covered by a Conservation Area, which includes an Article 4 Direction – the Character Statement can be viewed here:

<https://www.southderbyshire.gov.uk/our-services/planning-and-building-control/planning/conservation-listed-buildings-and-heritage/conservation-areas>

Developing the Masterplan

The Swadlincote Town Centre Masterplan will sit within the context of the Local Plan Part 2 policies for the town centre.

The anticipated Masterplan development process is as follows:

- review of existing materials.
- development of options, including consultation with land/property owners.
- consultation based on options with the local community, town centre businesses, partner organisations, elected members and other stakeholders.
- economic and market appraisal of the deliverability of the proposals based upon the local context.
- development of preferred option.
- preparation of draft masterplan.
- general consultation.
- preparation of final masterplan.

Developing the Masterplan will be a collaborative process between landowners and stakeholders involving setting a shared vision, agreeing objectives and priorities, generating options and resolving issues. As such, the process will include effective engagement and consultation with all stakeholders.

Preparing the masterplan will involve applying urban design principles to the area in question with the aim of producing drawings, images and text which combine to provide illustrations of the layout, form and character of future development.

Relevant urban design principles include:

- Achieving connections and links – a place that is safe but easy to get to and move through.
- Creating clear development blocks.
- Creating a public realm where public and private spaces are clearly distinguished.
- Ensuring legibility – a place that is easy to understand with gateways and landmarks.
- Ensuring mix of uses.

- Protecting and, where appropriate, enhancing, the environment and biodiversity.
- Creating a rich and delightful visual experience.
- Reflecting and maximising the potential of the heritage of the local area.
- Achieving flexibility and adaptability - a place that can respond to changing needs.

The Local Plan requires development proposals on sites which require a Masterplan to be in line with the relevant approved document. The Masterplan should be based upon a robust evidence base. The written text should cover where appropriate and relevant:

- site description and context including a plan showing the physical area of the masterplan and the wider context.
- planning policy context.
- summary of the relevant findings/issues arising from the earlier policy documents, existing surveys and studies, benchmarking reports and technical assessments.
- strategic vision for the area and series of development objectives.
- the Masterplan framework which will guide the quantum and layout of development across the site and address matters such as residential density.
- development principles which will guide development relating to, for example, transport, green infrastructure, design including built form and public realm.
- framework for delivery including infrastructure requirements.
- a phasing plan reflecting consideration given to the economic appraisal of the deliverability of the proposals.

Outcomes

The strategic Masterplanning process seeks to achieve the following outcomes:

- establish a development framework/outline scoping for the town centre;
- set out the broad distribution of different types of development across the Civic Centre site;
- provide a high-level overarching framework to ensure that planning and delivery of development and infrastructure is properly coordinated, distributed and timed across the Masterplan area;
- ensure that the development is 'front-loaded' and where possible accelerated, so that key planning issues are considered and where possible resolved jointly by all relevant parties prior to the submission of planning applications;
- provide the spatial vision and development objectives for the area at the outset, complementing the Local Plan policies/spatial strategy and vision;
- incorporate appropriate effective engagement and consultation with the community and stakeholders, in order to build a sense of ownership and inform the progress of the preparation of the Masterplan;
- ensure that the proposals are grounded in economic realism and deliverability;
- incorporate appropriate and effective engagement, including a site walkabout, with Elected Members;
- set out the rationale and structure for the site's planning and delivery as a comprehensive development, advising on an appropriate delivery model(s);
- incorporate placemaking principles and guidance for individual phases of development; and
- enable the Council to adopt the Masterplan.

Budget

The budget for the contract is up to £65,000, to include all costs (exclusive of VAT).

Progress and Meetings

The consultant will provide regular updates and/or meet to set out progress, clarify requirements and explain emerging issues.

The Final Report

- A Draft Report(s) should be submitted to the client before formal acceptance of the Final Report.
- Three bound copies of the Final Report must be provided, plus 1 unbound version. The report shall be provided as a Microsoft Word document. It should include land use maps compatible with the systems currently used by the Council (QGIS). An **electronic version**, to include colour maps and all other artwork, calculation etc. should also be provided.
- Copyright of the Final Report (including maps) will be retained by the Council.

Information to be provided by the Council

The following information will be provided by the Council to the appointed consultant at the outset of the project (free of charge):

- Swadlincote Town Centre Benchmarking Studies 2019-2023, including annual independently conducted surveys of footfall, car park occupancy, vacancies, business and public opinions, including data on town centre uses (ground floor).
- Swadlincote Town Centre Retail and Leisure Study Update 2024.
- Desk-based Coal Mining Risk Assessment (Civic Centre Site only).
- High level topographical survey (Civic Centre Site only).
- Statutory record drawings of utilities (Civic Centre Site only).
- GIS layers.
- See also links to documents below.

Key Links

Swadlincote Town Centre Retail & Leisure Study 2016
<https://www.southderbyshire.gov.uk/our-services/planning-and-building-control/planning/planning-policy/evidence-base-2/local-plan-part-2-evidence-base>

Adopted South Derbyshire Local Plan Parts 1 & 2
<https://www.southderbyshire.gov.uk/our-services/planning-and-building-control/planning/planning-policy/local-plan/adopted-local-plan>

Swadlincote Town Centre Masterplan and Design Report 2006; and, Swadlincote Town Centre Vision 2012
<https://www.southderbyshire.gov.uk/our-services/planning-and-building-control/planning/planning-policy/vision-for-swadlincote-town-centre>

Derby and South Derbyshire Employment Land Review 2023
<https://www.southderbyshire.gov.uk/assets/attach/11692/Derby-and-South-Derbyshire-ELR-Final-with-ALL-Appendices-1-.pdf>

Swadlincote Shopping Guide
<https://www.visitsouthderbyshire.co.uk/wp-content/uploads/2021/03/Shopping-Guide-Landscape-Pages.pdf>

Criteria for shortlisting and selection

The following criteria will be employed in selecting a consultant:

- Suitability of the firm to meet the project brief in terms of relevant experience in similar work and quality of staff preparing the Report.
- Value for money.

The Council does not guarantee to accept the lowest, or any, quotation for this study.

Submission and contact details

All questions and submissions should be sent via the e-Tendering portal.

Milestones

Line Item	Date
ITT Published	22/04/25
Clarification Deadline	02/05/25
ITT Deadline	30/05/25
Evaluation Decision	02/06/25 - 13/06/25
Appointment of contractor	W/C 16/06/25
Inception meeting	17/07 /25
Draft Masterplan	30/09/25
Final Masterplan	15/12/25

5. Service Levels and Key Performance Indicators (KPIs)

	Service Description	Service Level	Measurement of Service Level	Consequence of Failed Service Level
A	Submission of draft Masterplan Report	Approval by Internal Panel	Report meets defined outcomes	Contract review
B	Submission of final Masterplan report	Approval by Internal Panel	Report meets defined outcomes	Contract review

6. Contract Management (Measuring Success and Review)

- Regular update meetings (monthly) will be held as well as an inception meeting to start the process.
- Key action points will be recorded from each meeting and a risk and issue log will be maintained.

Contract managers for the project will be as follows:

- Lead Contract Manager: Mike Roylance, Head of Economic Development and Growth and Assistant Director of Place and Prosperity.
- Contract Manager: Martin Frost, Senior Economic Development Officer.

A draft report of the Masterplan report must be submitted and will be reviewed by an internal panel for sign off prior to submission of the final report.

7. Evaluation

All proposal submissions will be evaluated as follows:

Minimum and Further Requirements: Pass / Fail

Price: 20%

Quality: 80%

Minimum Requirements		
Insurance Requirements	Do you have the following levels of insurance, or if not, could you have them in place by the contract commencement date if you were successful: <ul style="list-style-type: none"> Employers Liability: £10,000,000 Public Liability: £10,000,000 Professional Indemnity: £5,000,000 	Yes/No
Financial Checks	Do you agree that South Derbyshire District Council can conduct relevant due diligence, such as credit checks, if you were successful?	Yes/No

Price Evaluation Methodology

The price element of the tender will carry a weighting of **20%** of the overall score.

Prices will be evaluated on a like-for-like basis to determine the Total Evaluated Contract Price. This figure will be used for scoring purposes. The lowest priced bid will receive the maximum score available for price.

All other bids will receive a proportion of the maximum score, calculated using the following formula:

$(\text{Lowest Bid Price} \div \text{Bidder's Price}) \times [\text{maximum score available for price}]$

Example (assuming 20% price weighting):

- Bidder A submits the lowest price of £50,000 → Score = $(50,000 \div 50,000) \times 20 = \mathbf{20.00}$
- Bidder B submits £60,000 → Score = $(50,000 \div 60,000) \times 20 = \mathbf{16.67}$
- Bidder C submits £70,000 → Score = $(50,000 \div 70,000) \times 20 = \mathbf{14.29}$

This approach ensures that lower-priced bids are proportionally rewarded, while maintaining fairness and transparency.

Please note: the Council reserves the right to investigate any bid that appears abnormally low in accordance with the relevant procurement regulations.

Quality		
Quality Area	Evaluation Criteria	(%) Weighting
Methodology proposed to achieve required outputs and outcomes, including structure and delivery model proposed	<ol style="list-style-type: none"> Please describe your proposed methodology for delivering the project, including key stages, milestones, and how these align with the required outputs and outcomes. (10%) How will your delivery model ensure the timely achievement of outcomes? Please explain any risk management or quality assurance processes in place. (10%) What tools, techniques, or approaches will you use to ensure effective delivery of the required outputs? (5%) 	25%
Relevant experience of the organisation and its key personnel who will be involved in the delivery of the project	<ol style="list-style-type: none"> Please provide examples of similar projects delivered by your organisation, highlighting relevance to this opportunity. (10%) What specific expertise and experience do the key personnel assigned to this project bring? 	25%

	<p>Please provide brief profiles/CVs. (5%)</p> <p>3. Can you demonstrate how your organisation's experience aligns with the specific aims of this project? (10%)</p>	
Demonstrable evidence of impact (through achievement of comparable outputs and outcomes) through evaluations of comparable past projects	<p>1. Please provide evidence from past projects where you have successfully achieved comparable outputs and outcomes. (5%)</p> <p>2. Can you share evaluations or independent assessments of previous projects to demonstrate the impact achieved? (5%)</p>	10%
Capacity to successfully deliver the project, report KPIs and meet contractual obligations	<p>1. Please describe your organisation's capacity to deliver this project, including resourcing levels, availability, and any contingency planning. (5%)</p> <p>2. What systems / processes do you have in place to ensure compliance with contractual obligations, including reporting and governance requirements? (5%)</p>	10%
Social Value	<p>1. What specific initiatives or commitments will you implement to maximise social value during the delivery of this project?</p>	10%

Scoring Descriptors

Scoring Grade	Descriptor	Numeric Score	% Score
Unacceptable	Unanswered or failed to adequately address the requirement	0	0
Poor	The information submitted is very limited, inconsistent with the rest of the submission, and / or no supporting documentation has been provided	1	20
Fair	The information submitted is limited, has some inconsistencies with the rest of the submission and / or insufficient supporting documentation has been provided.	2	40
Satisfactory	Satisfactory response to the requirements which provides adequate evidence but contains inconsistencies.	3	60
Good	Good response to the requirements which provides evidence which is clear but has minor inconsistencies.	4	80

Excellent	Excellent response to the requirements which provides detailed evidence which is clear, complete and consistent.	5	100
------------------	------------------------------------------------------------------------------------------------------------------	---	-----

SCHEDULE 2
PRICING SCHEDULE

Service Provided	Price (all figures exclude vat)
Masterplanning / Architecture (BDP)	£31,250
Landscape Architecture / Public Realm (BDP)	£3,000
Town Planning (BDP)	£7,750
Transport Planning (BDP)	£3,000
Civils / Utilities (BDP)	£3,000
Property Advice / Appraisals (AspinallVerdi)	£14,450
Social Value Activities (as described within responses)	Included within overall fee
Total Price	£62,450