

## **REQUEST FOR QUOTATION**

**Concept & Feasibility:  
Urban Festival, Manchester**

# CONTENTS

1. Instructions
2. Background Information & Specification
3. Evaluation Criteria & Selection Process
4. Terms & Conditions
5. Quotation Response – Method Statement
6. Quotation Response - Pricing Schedule
7. Declaration & Company Information

**Please read this entire document before completing your response.**

## **1. Instructions**

1.1 Manchester City Council (MCC), working in partnership with Manchester Active (MA) and UK Sport (UKS), is inviting you to tender a quotation for the provision of those services described in section 2 below (Specification) (“the Service”).

1.2 You are required to submit your quotation to meet the specification set out in Section 2 of this Request for Quotation.

1.3 It is essential that you comply with the following instructions in the preparation and submission of your quotation. MCC reserves the right to reject any quotation that does not comply with these instructions.

1.4 Quotations must be received by **12:00 noon on Wednesday 8<sup>th</sup> January 2025**. Any quotation submitted after this date and time may be disregarded by MCC.

1.5 Quotations must be submitted electronically via email to Mike Parrott, Head of Event Development, Manchester City Council.

**Email:** [mike.parrott@manchester.gov.uk](mailto:mike.parrott@manchester.gov.uk)

1.6 If you have any questions about this Request for Quotation, please submit these in writing to Mike Parrott, Head of Event Development, Manchester City Council.

**Email:** [mike.parrott@manchester.gov.uk](mailto:mike.parrott@manchester.gov.uk)

1.7 A quotation submitted in accordance with this Request for Quotation will be deemed to remain open for acceptance or non-acceptance by MCC for a period of 90 days from the closing date stipulated. MCC may accept the quotation at any time within this prescribed period. MCC shall, however, not be bound to accept the lowest or any quotation.

1.8 Your quotation must be completed in full and in English.

1.9 Your quotation must be signed and dated where required.

## **2. Background Information & Specification**

### **2.1 Background Information**

#### **Manchester Events Strategy 2019 – 2029**

Manchester has seen significant investment over the last two decades in delivering World Class events, starting with the 2002 Commonwealth Games. The city regularly hosts major music and sporting events, often managing the logistics of having over 200,000 visitors at our venues in a single day. This has helped develop the reputation for the city being one of the very best visitor destinations in the World.

However, if the city wants to be a global top twenty city, it must keep giving reasons for people to look at Manchester and major events can be both a hook for the conversation – creating a reason for visitors to come and experience us – and a positioning tool to showcase the sectors that will help differentiate Manchester’s offer in the global marketplace.

Manchester Events Strategy 2019 – 2029 set out a vision “To be an Eventful City” with a focus on developing a diverse, balanced and benefits-driven events portfolio driven by partnerships, which will:

- build on Manchester’s strengths and distinctiveness
- improve how we effectively promote the city as a top tourism and events destination
- position Manchester as an events leader in a global marketplace
- contribute to the aim of creating a liveable city with improved green spaces and access to world-class sports, leisure, and cultural facilities
- ensure benefits to the economy are achieved through jobs, visitor spend and long-term opportunities.
- ensure residents benefit from events and are engaged, feeling a strong sense of citizenship and pride in the city.

#### **UK Sport – Making Live Sport Matter**

Making Live Sport Matter is the new major event strategic framework for the UK. Published in March 2024, Making Live Sport Matter reflects the UK’s ambition to maintain its reputation as a world-leading host nation through securing a programme of events including the most impactful international events in women’s sport, whilst continuing to pioneer the integration of men’s and women’s events and the integration of Olympic and Paralympic sports.

Alongside these traditional powerhouse events, the hosting target list reflects a shift in approach to explore increasingly innovative event propositions which engage as broad a range of sports fans as possible.

UK Sport is a potential funding partner for the festival concept and is therefore a key stakeholder in this feasibility project.

#### **Urban Festival**

The growth of urban sport and culture has been notable in recent years, the interplay of music, art, sport and culture in urban environments creates a rich tapestry of experiences that fosters community cohesion and celebrates diversity. Manchester and UK Sport believe that this seamless integration can serve to not only enhance the vibrancy of the city but also contribute to Manchester's social and cultural resilience. As such, **Manchester, has identified an opportunity to create a unique, inclusive festival that celebrates urban sports, street culture, music and art in the city.**

Our ambition is that hosting a regular urban festival will:

- Create a brand-new event for Manchester which emanates the aspirations of our city to host events which are ground-breaking and innovative.
- Further raise the profile of Manchester's rich cultural heritage, its vibrant community, and its status as a hub for urban sport, music & culture; globally, nationally and regionally.
- Build on Manchester's reputation as a leader in the delivery of events, ensuring that the city remains in the top-flight of global sports & entertainment cities and stays a step ahead of other UK cities.
- Attract and engage residents from the diverse communities across Manchester and Greater Manchester, including families and young people, supporting our work with UNICEF to become a child friendly city.
- Drive economic impact and overnight stays for the city – attracting competitors, tourists, sports fans and those embedded in urban culture from across the UK and the globe.
- Provide a platform to leverage funding from other public sector partners including, but not limited to, The Arts Council, and to create the opportunity to engage effectively with commercial sector partnerships to create a sustainable funding model.
- Build on Manchester's already strong working relationship with UK Sport as a key partner to the sporting elements of the festival.
- Provide a wealth of opportunities for our residents and all those attending the festival to engage in urban cultural and physical activities to boost health and wellbeing, especially amongst our young people.
- Build and engage an urban sport fanbase within the UK to support the success of this and other urban events in the UK.
- Ensure a legacy for urban sports within the UK by growing engagement, participation and the availability of places and spaces to do so.

## 2.2 Specification

MCC, in partnership with Manchester Active and with support from UK Sport, is seeking to commission an agency, or consortium of industry-based professionals headed up by a nominated Lead Consultant, to move Manchester from having an aspiration in this space to defining a clear vision and concept for a festival of urban sport, art, music, and culture in the City, backed up by a detailed assessment of

financial feasibility and concluding by mapping out a clear pathway from concept approval to delivery of a first iteration.

UK Sport has already commissioned a detailed piece of research into urban sports with a focus on definition, audience, markets, commercial models and growth strategies. This research will be made available to the appointed consultant(s) subject to the signature of an NDA. Application of those research outcomes to Manchester specifically will be key to the success of this piece of work. Linked to the desire for the festival to be 'overtly Mancunian', it is the expectation of MCC that the appointed suppliers will consult with MCC (Events & Culture), Manchester Active, Marketing Manchester, UK Sport, the relevant National Governing Bodies for Urban Sports (NGBs), sector leaders, influencers, critical thinkers and relevant youth and community groups or representatives as required to achieve this.

It is the expectation of MCC and its partners that the project would be approached as a four-part process, however the city remains open to recommendations that may differ from this approach:

### **Part One – Defining the Vision & Objectives**

Whilst the ambitions of what we are trying to achieve by hosting a regular Urban Festival is mapped out in section 2.1 above, we would expect the appointed supplier to work with us solidify the overall vision for the festival based on a detailed understanding of our and our intended partners aspirations.

### **Part Two – Appraisal of concept options**

We are very much aware of the breadth of approaches that could be taken when working towards defining a preferred concept for an Urban Festival in Manchester, and have begun exploring options for a 'single site' vs 'city taker over', 'home grown' vs 'off the shelf', how we can ensure true fusion of music, sport, art and culture from the outset and what must be done to ensure commercial viability and to create an event which offers a point of difference in this evolving marketplace.

We require the selected supplier to work through this options appraisal methodically, assessing costs and benefits, risks and opportunities across the various options and ultimately making clear recommendations to ensure that we can clearly **define** the concept for an Urban Festival of Sport and Culture in the city.

## **CONTENT**

**Sport** – Assess and recommend which urban sports, **and which individual events within the sports formal and informal event structure**, should be incorporated, noting that the opportunity to create new events and standalone performances should be explored. This assessment should include:

- Which sports resonate most with our target audiences

- Which sports are most likely to support Manchester to deliver against our Sport & Physical Activity Strategy (we can provide our current assessment framework)
- Which specific events of those sports will work best collectively, considering the practicality of delivering those events in the same timeframe, and the venues and infrastructure available in the city. The recommendation should also consider whether key 'anchor events' should be targeted for each iteration, around which the rest of the festival can be built, or not.

**Culture** – Assess and recommend the cultural content which should form an intrinsic part of the Urban Festival, and which should speak to the objectives of Manchester's new cultural strategy, **Always, everywhere: Manchester's Cultural Ambition 2024 – 2034:**

- Everyone - Widening access to culture for all, recognising the people that make culture happen, and creating a 'cultural welcome' to the city.
- Everything - Rethink the scope of what culture is, to take in much more of everyday Mancunian cultural and creative life. Making sure culture really does connect with the issues that matter.
- Everywhere - Creating more spaces and places in the city where culture happens.

It will be critical to consult with colleagues in the Council's Culture Department to define the over-arching cultural offer and how this can be delivered alongside the sporting offer in a manner which seamlessly fuses the two.

## LOCATION

Assess and recommend where the Sport and Culture activations should take place:

- Assess the costs and benefits, risks and opportunities of a model which focuses on a single-site, urban park model and define the options for where this model could be implemented.
- Assess the costs and benefits, risks and opportunities of a model which focuses on a city-wide approach which uses several venues and spaces across the city and define the options for where this model could be implemented.
- Make recommendations as to which approach would best serve the desired outcomes of the city and key stakeholders.

When assessing option locations, as well as the costs and feasibility of each, specific attention should be paid to the extent to which each can drive ticketing and other commercial revenue, as well as the broadcast package which could result.

## TIMING

Assess and recommend when the Urban Festival should take place. Consider:

- **Month** – Considering the targeted sports events which are recommended for inclusion and other events confirmed or identified as potential for the city, recommend the target month for hosting the festival.
- **Duration** – Considering the targeted sports & cultural activations, recommend the ideal duration for the festival (mapping out a draft programme).
- **Frequency** – Considering cost, capacity and demand at a minimum, recommend the targeted frequency of the festival - annual, biennial, quadrennial.
- **Year of first iteration** – Map out a timeline from the conclusion of this scope of work through to event delivery, setting a clear expectation for the inaugural Festival.

### **Part Three – Appraisal of Financial Feasibility**

It is the aspiration of the City and UK Sport that, whilst public sector investment is likely to be required to initiate the Urban Festival, the model recommended for implementation should be based on a model which is commercially viable and therefore sustainable, ultimately being able to become self-sufficient without the need for public sector investment moving forward or at least demonstrate reduction across the festival lifespan.

As such a detailed assessment of the cost and benefits, risks and opportunities of creating a brand-new Festival for Manchester which is 'Home Grown' and for which the city would retain the IP vs taking an existing event product and giving it a 'home' in Manchester is required. As part of this assessment please consider:

- The existing event products which are available to bring to Manchester and the costs and benefits of each. From this identify which existing event should be prioritised should the 'off the shelf' option be determined as the best way to progress.
- The extent to which each option (Home Grown and Existing) meets the objectives of the city & UK Sport.
- The projected cost of each option (Home Grown and Existing) and how that might evolve over time.
- The projected revenues of each option (Home Grown and Existing) and how that might evolve over time.
- Your recommendation should consider whether the festival should be delivered at 'full scale' in year one or whether it should be implemented at a 'smaller scale' in year one with an agile approach to the evolution of the festival over subsequent iterations, and why.
- Your recommendation should consider the partnerships that can be leveraged and might include exploratory discussions with Arts Council England, DCMS, broadcasters, commercial partners and others.

### **Part Four – The Refined Concept**

Using all the learnings from delivery against Parts One, Two and Three provide a clear overview of the recommended festival concept for Manchester. This should include:

- A clear vision and objectives overview.
- A clear visualisation of what the festival in Manchester will look like – what, where, when and how often.
- A **budget projection** for the recommended concept, including costs and revenues over three iterations to determine long-term financial viability.
- Provide clarity on home grown / off the shelf / hybrid status of the content and brand.
- A recommended approach to **underwrite** and **governance**.
- A clear timeline from the conclusion of this concept definition and feasibility through to delivery of the first iteration.

### Deliverables

The Lead Consultant is expected to:

- Deliver a comprehensive report including all findings, analysis, and recommendations based on all Four Parts of the Specification above.
- Deliver a summary version of the report highlighting key recommendations and proposed next steps which can be used to excite and engage the key funding partners.

### Timescale

Please find the key dates below

Key Tasks	Completion Date
Invite to Tender issued	Monday 16 <sup>th</sup> December 2024
Opportunity to seek clarification	Monday 23 <sup>rd</sup> December 2024
Closing date for receipt of Quotations	Wednesday 8 <sup>th</sup> January 2025
Evaluation of Quotations	Thursday 9 <sup>th</sup> – Tuesday 14 <sup>th</sup> January 2025
Award of Contract	Wednesday 15 <sup>th</sup> January 2025
Commencement of Contract	Thursday 16 <sup>th</sup> January 2025

MCC reserves the right to amend the above timetable or extend any time-period.

### Other Requirements

The successful applicant(s) will be expected to attend an initial project briefing meeting to discuss the requirements of the project with the stakeholders, ensuring that the scope of works is fully understood, methodology is agreed, working practices and lines of communications confirmed and other points discussed as required.

The Lead Consultant will be expected to initiate and lead regular working group meetings, including the consultant consortium or agency team and the project

stakeholders, this will help to shape the deliverables and ensure an iterative review process.

The resulting deliverables will remain the intellectual property of MCC. The successful appointee(s) will abide by the term and conditions of MCC.

## **Quotation and Tender Response**

Interested consultants and/or agencies must submit a proposal that includes the following:

- A detailed project plan and methodology, including a timeline and key milestones.
- Profiles of the key personnel who will be involved in the project, including their relevant experience and how the team will be structured (including clarification of the Lead Consultant).
- A detailed quotation broken down into the two key parts of the specification, including professional fees and any anticipated expenses.
- Contact details for at least two previous clients or organisations you have worked with or for whom similar work has been completed.

Consultants and/or agencies are requested to submit a tender response to:

Mike Parrott, Head of Event Development, Manchester City Council.

Email: [mike.parrott@manchester.gov.uk](mailto:mike.parrott@manchester.gov.uk)

## **3. Evaluation Criteria & Selection Process**

### **3.1 Process Overview**

3.1.1 The criteria described in this Request for Quotation is the Criteria used by MCC to determine the Most Economically Advantageous Tender. You must provide the information required in section 5 (Quotation Response). The information you provide will be evaluated by MCC and Manchester Active using the criteria described below and the Contract will be awarded in accordance with this criterion.

3.1.2 Your Quotation Response will form part of the Contract. MCC reserves the right to request you to attend an interview to clarify matters contained within your Quotation Response.

### **3.2 Quality Assessment**

3.2.1 The quality assessment shall comprise evaluation of your responses to the Method Statement questions. The quality assessment shall be allocated a total of 70% of the overall marks available.

### 3.3 Scoring Methodology

Criteria	Score
<b>Unacceptable.</b> The information is either omitted or fundamentally unacceptable to MCC.	0
<b>Poor.</b> The information submitted has insufficient evidence that the requirements can be met and/or does not demonstrate an acceptable level of quality.	1
<b>Deficient.</b> The information submitted has minor omissions against the specified requirements and/or demonstrates a limited level of quality/knowledge.	2
<b>Satisfactory.</b> The information submitted meet the requirements and/or demonstrates an adequate level of quality/knowledge.	3
<b>Good.</b> The information submitted provides good evidence that the specified requirements can be met and demonstrates a good level of quality/knowledge.	4
<b>Excellent.</b> The information submitted provides strong evidence of the best of sector capability to deliver the specified requirements.	5

3.3.1 The allocation of a score of 0 (zero) or 1 (one) for any element of the Method Statement questions in accordance with the above scoring system will result in the exclusion of your quotation.

### 3.4 Price

3.4.1 Price shall be allocated a total of 30% of the marks available. The maximum budget available is £30,000 exclusive of VAT but including all expenses.

3.4.2 Your Price submission will be scored using the following methodology:

*The lowest prices(s) submitted will be awarded 30 marks and all other quotes will be scored proportionate to that, i.e. a quote received that is 10% higher than the lowest quote will receive 10% less marks.*

3.4.3 MCC will seek clarification from you if your submitted Quotation is considered by MCC to be economically unviable. Following a review of any submission that you make in response to such a clarification, if MCC remains of the opinion that the submitted Quotation is economically unviable, MCC will reject that Quotation.

### 3.5 Social Deliverables

- 3.5.1 MCC has a statutory duty under the Public Services (Social Value) Act 2012, to have regard to economic, social and environmental well-being in connection with public service contracts and for connected purposes within its communities it serves.
- 3.5.2 In addition to the detailed brief outlined above, respondents are invited to consider whether and how they can contribute to the councils Social Value Policy, and to include this as part of their proposal. Tenderers are asked to consider how they would embed and deliver the 'Our Manchester' Strategy, making real and identifiable changes to the city. We know this is not an easy task and not all of the 'Our Manchester' Strategy Social Values will be easily delivered through contracts; however we think that this contract award has the potential to deliver on some really key areas.
- 3.5.3 Guidance on Social Value can be found in the Social Value tool kit which can be accessed using the following link: [Social value toolkit | Manchester City Council](#)
- 3.5.4 Manchester has committed to becoming a zero-carbon city by 2038 at the latest, reducing carbon emissions by at least 13% year on year. Further information is available at <http://www.manchesterclimate.com/plan>. All tenders, suppliers and organisations interested in doing business with Manchester are required to promote and demonstrate they have a sustainable approach within their own business. Respondents are invited to include this in their proposal.

## 4. Terms and Conditions

**The successful consultant will be required to enter into a contract with MCC on the basis of the terms and conditions set out below.**

GENERAL CONDITIONS OF CONTRACT (English Law version)

### 1. DEFINITIONS

In these Conditions:

"MCC" means Manchester City Council or their named representative.

"Conditions" means these conditions consisting of the clauses herein.

"Contract" means the contract between MCC and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order.

"Supplier" means the person, company or organisation providing the Goods or Services pursuant to the Purchase Order.

"Data Protection Laws" means

(i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws as amended from time to time,

(ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy.

(iii) all applicable law about the processing of personal data and privacy.

"Goods" means the goods set out in the Purchase Order.

"Intellectual Property Rights" means, without limit to the following, copyrights, patents, trademarks, service marks, design rights, database rights, trade or business names or any similar rights (whether registerable or not) in any country including but not limited to England and Wales.

"Months" means calendar months.

"Named Representative" means the person named on the Purchase Order

"Parties" means the Supplier and MCC.

"Premises" means the location where the Services are to be performed or where the Goods are to be delivered, as specified in the Purchase Order.

"Purchase Order" means the document setting out the Goods or Services to be provided by the Supplier to MCC.

"Services" means the services as specified in the Purchase Order and any materials, articles, or goods necessary for the provision of those services. "Subcontract" means any agreement or arrangement entered into by the Supplier pursuant to which a person other than the Supplier is to perform any of the obligations of the Supplier under this Contract.

"Sub-contractor" means any party (other than the Supplier) to a Subcontract.

"Variation Notice" means a written notice served by one Party on the other proposing any modification, alteration, omission, or variation of the Contract. The headings to Conditions shall not affect their interpretation.

## **2. OBLIGATIONS, PRICE AND PAYMENT**

2.1 MCC agrees to buy and the Supplier agrees to supply the Goods or carry out the Services as set out in the Purchase Order

2.2 MCC shall name a Named Representative on the Purchase Order who shall have the requisite power and authority to enter into this Contract.

2.3 The price of the Goods or the Services shall be as stated on the Purchase Order and no increase will be accepted by MCC unless agreed in writing before the execution of the Contract.

2.4 Unless otherwise agreed in writing by MCC, the Supplier shall render a separate invoice in respect of each consignment delivered under the Contract.

2.5 MCC shall pay the Supplier and the Supplier shall pay any Sub-contractor 30 days after receipt of the Goods or the Services or the correct invoice, whichever is the later.

2.6 The Supplier shall ensure that clause 2.5 is included in any Contract between the Supplier and any Sub-contractor.

## **3. VARIATION**

3.1 Neither Party shall make any alterations, additions, omissions, or variations to the Contract unless a Variation Notice is served by one Party, and the variation is agreed in writing by the other Party.

3.2 The value of all alterations, additions and omissions or variations shall be based upon prices deduced from the prices for similar work insofar as such prices apply, or on the basis of such rates as shall be agreed upon between the Parties.

## **4. SUPPLIERS STATUS**

Neither the Supplier nor their employees shall in any circumstances hold itself or themselves out as being the servant or agent of MCC otherwise than in circumstances expressly permitted by this Contract or as may be agreed in writing.

## **5. THE GOODS**

5.1 The Goods shall be to the reasonable satisfaction of MCC and conform in all respects with any particulars specified in the Contract and any variations thereto.

5.2 The Goods shall conform in all respects with the requirements of any statutes, orders, regulations or bye-laws that may be in force.

5.3 The Goods shall be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by MCC and MCC relies on the skill and judgment of the Supplier in the supply of the Goods and the execution of the Contract.

5.4 The provisions contained in this clause 5 shall apply mutatis mutandi to the Services.

## **6. TIME OF PERFORMANCE**

6.1 The Supplier shall comply with all time scales or deadlines as agreed between the Parties or set out in the Contract.

6.2 The time of delivery shall be of the essence and failure to deliver within the time promised or specified shall give MCC the option to be released from any obligation to accept and pay for the Goods and/or to cancel all or part of the Contract, in either case without prejudice to the other rights and remedies of MCC.

## **7. PROPERTY AND RISK**

Property and risk in the Goods shall without prejudice to any of the rights or remedies of MCC (including MCC rights and remedies under clause 8) pass to MCC at the time of delivery.

## **8. INSPECTION, REJECTION AND GUARANTEE**

8.1 The Supplier shall permit MCC or its authorised representatives to make any inspections or tests of the Goods or Services that may reasonably be required, and the Supplier shall afford all reasonable facilities and assistance free of charge at its premises during such inspections or tests. Failure by MCC to make a complaint at the time of such inspections or tests or any approval that may be given during or after such inspections or tests shall not constitute a waiver by MCC of any rights or remedies in respect of the Goods or Services.

8.2 MCC may by written notice to the Supplier reject any of the Goods that fail to meet the requirements specified herein. Such notice shall be given within a reasonable time after delivery to MCC of the Goods concerned. If MCC shall reject any or all the Goods pursuant to this Condition MCC shall be entitled (without prejudice to its other rights and remedies) either: a) have the Goods as quickly as possible and in any event not later than 21 days either repaired by the Supplier or (as MCC shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified herein; or b) obtain a full refund from the Supplier in respect of the Goods.

8.3 The guarantee period applicable to the Goods shall be 12 Months from putting into service or 18 Months from delivery whichever is the shorter (subject to any alternative guarantee arrangements agreed in writing between the Parties). If MCC within such guarantee period or within 30 days thereafter gives notice in writing to the Supplier of any defect in any of the Goods that may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any other rights and remedies of MCC) as quickly as possible remedy such defects (whether by repair or replacement as MCC shall elect) without cost to MCC.

8.4 Any Goods rejected or returned by MCC as described in clauses 8.1 and 8.2 shall be returned to the Supplier at the Supplier's risk and expense.

## **9. LABELLING AND PACKAGING**

9.1 The Goods shall be packed and marked in a proper manner and in accordance with MCC instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Purchase Order number, the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Supplier shall indemnify MCC against all actions, suits, claims, demands, losses, charges, costs, and expenses which MCC may suffer or incur as a result of or in connection with any breach of this clause.

9.2 All packaging materials shall be non-returnable and shall be disposed of unless the Supplier's advice note or similar document states that such materials will be charged for unless returned. MCC accepts no liability in respect of non-arrival at the Supplier's premises of empty packages returned by MCC unless the Supplier (within ten days of receiving notice from MCC that the packages have been dispatched) notifies MCC in writing of such non-arrival.

9.3 The Supplier shall use their reasonable endeavours to ensure the packaging material is capable of recovery for reuse or recycling. The Supplier shall review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist.

## **10. CONTRACTOR'S PERSONNEL**

10.1 The Supplier shall take all steps reasonably required by MCC to prevent unauthorised persons being admitted to the Premises. If MCC gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by MCC shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

10.2 If and when instructed by MCC, the Supplier shall give to MCC a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as MCC may reasonably require.

10.3 The decision of MCC as to whether the Supplier has fulfilled their obligations set out in clauses 10.1 and 10.2 above shall be final and conclusive.

10.4 The Supplier shall bear the cost of any notice, instruction, or decision of MCC under this clause 10.

## **11. MANNER OF CARRYING OUT THE SERVICES**

11.1 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Premises without making prior arrangements with MCC.

11.2 Where access to the Premises is necessary in connection with delivery or installation of the Goods or for the provision of the Services the Supplier and their Sub-contractors shall at all times comply with the reasonable requirements of MCC office manager.

11.3 It is the responsibility of the Supplier and their Sub-contractors to satisfy themselves that adequate access can be gained to the Premises to effect delivery or installation of the Goods or for the provision of the Services.

11.4 The Supplier shall have non-exclusive access to the Premises for the sole purpose of carrying out the Services or delivery of the Goods. The Supplier shall co-operate with such others who may be undertaking works at the Premises as MCC may reasonably require.

11.5 MCC may by written notice require the Supplier to execute the Services in such order or in such specified manner as MCC may decide.

11.6 The Supplier shall submit detailed programmes of work and progress reports as MCC Active may from time to time require.

11.7 MCC may serve written notice on the Supplier requiring them to: a) remove from the Premises any materials related to the Services which in the opinion of MCC are either hazardous, noxious, or not in accordance with the Contract, and/or b) use their reasonable endeavours to substitute proper and suitable materials for any improper or unsuitable materials. c) remove and re-execute any work which, in respect of material or workmanship, is not in the reasonable opinion of MCC in accordance with the Contract notwithstanding any previous test or inspection made under clause 8 or interim payment made.

11.8 On completion of the Services the Supplier shall remove their plant, equipment, and unused materials, shall clear away all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

## **12. AUDIT**

The Supplier shall keep and maintain until three years after the Contract has been completed records to the satisfaction of MCC of all expenditures which are reimbursable by MCR Active and of the hours worked and costs incurred in connection with any employees of the Supplier paid for by MCC on a time charge basis. The Supplier shall afford MCC or its representatives such access to those records as may be reasonably required by MCC in connection with the Contract.

### **13. CORRUPT GIFTS OR PAYMENTS**

The Supplier shall not:

- a) offer or give, or agree to give, to any employee or representative of MCC any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing or having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with MCC or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract.
- b) enter into this or any other Contract with MCC in connection with which commission has been paid by them or on their behalf, or with their knowledge, unless before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to MCC.

### **14. HEALTH AND SAFETY**

14.1 The Supplier shall promptly notify MCC of any health and safety hazards that may arise in connection with the performance of the Services or delivery of the Goods.

14.2 Whilst on the Premises, the Supplier shall comply with any health and safety measures implemented by MCC in respect of any persons working on those Premises.

14.3 The Supplier shall notify MCC immediately in the event of any incident occurring in the performance of the Services or delivery of the Goods on the Premises where that incident causes any personal injury or any damage to property.

14.4 The Supplier shall take all measures necessary to comply with the requirements of the Health and Safety at Work Act 1994 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to staff in the performance of the Services or delivery of the Goods.

### **15. FREE ISSUE MATERIALS**

Where MCC issues materials free of charge to the Supplier such materials shall be and remain the property of MCC. The Supplier shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Supplier shall notify MCC of any surplus materials remaining after completion of the Contract and shall dispose of them as MCC may direct. Waste of such materials arising from bad workmanship or negligence of the Supplier or any of their servants, agents or Sub-contractors shall be made good at the Supplier's expense. Without prejudice to any other of the rights of MCC, the Supplier shall return any such materials to MCC on demand.

## **16. INTELLECTUAL PROPERTY RIGHTS AND INFORMATION**

16.1 The Supplier shall not infringe any Intellectual Property Rights of MCC or any third party and the Supplier shall indemnify MCC against all actions, suits, claims, demands, losses, charges, costs, and expenses which may suffer or incur as a result of or in connection with any breach of this clause 16.

16.2 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patterns, models, reports, design, or other materials: a) made available to the Supplier by MCC shall remain vested in MCC absolutely; b) prepared by or for the Supplier in relation to the performance of the Contract or generated pursuant to the Contract shall vest in MCC absolutely.

16.3 The Supplier and their Sub-contractors shall not disclose any specifications, plans, instructions, drawings, patents, reports, models or other similar information or intellectual property obtained pursuant to or by reason of the Contract, without the written permission of MCC.

16.4 The Supplier and their Sub-contractors shall not refer to MCC in any advertisement, promotional material, or public notice of any kind without the prior written consent of MCC.

16.5 The provisions of this clause 16 shall apply throughout the term of the Contract and after its expiry or termination.

## **17. INDEMNITY AND INSURANCE**

17.1 Neither Party limits its liability for death or personal injury resulting from its own or its employees' or agents' or Sub-Contractors' negligence.

17.2 Subject to clause 17.1, the Supplier shall indemnify MCC, its servants and agents and keep it indemnified against all actions, claims, demands, costs, and expenses incurred by or made against MCC, its servants and agents in respect of any loss or damage or personal injury (including death) which arises out of or in connection with the Contract irrespective of any negligence on the part of MCC.

17.3 The Supplier shall have in force and shall require any Sub-contractor to have enforce: a) employer's liability insurance in accordance with any legal requirements for the time being in force, b) public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are subject of indemnities or compensation obligations under these Conditions in the sum of not less than one million pounds sterling (£1,000,000) for any one incident and unlimited in total, unless otherwise agreed by MCC in writing, and c) professional indemnity insurance for such sum and range of cover as the Supplier deems appropriate but covering at least all Services in the sum of not less than one million pounds sterling (£1,000,000).

17.4 The policy or policies of insurance referred to in paragraph 17.3 shall be shown to MCC upon request, together with satisfactory evidence of payment of premiums.

## **18. DISCRIMINATION**

18.1 The Supplier shall not unlawfully discriminate within the meaning of any law, enactment, order, regulation, or other similar instrument relating to discrimination in employment (whether in relation to race, gender, religion, age or otherwise).

18.2 The Supplier shall take all reasonable steps to secure that all their servants, employees or agents and all sub-contractors employed in the performance of the Contract do not unlawfully discriminate as set out in Condition 18.1.

## **19. CONFIDENTIALITY**

The Supplier shall at all times during the Contract and after its expiry or termination keep secret and not disclose and shall procure that its employees keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than by reason of a breach of this provision or in accordance with the order of a court of competent jurisdiction or subject to any obligations under the Freedom of Information Act 2000 or any other public law obligations.

## **20. TERMINATION**

20.1 MCC shall be entitled to terminate the Contract by giving to the Supplier not less than 30 days' notice to that effect.

20.2 MCC may terminate the Contract by written notice having immediate effect if: a) subject to clause 20.4, the Supplier undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which in the reasonable opinion of MCC impacts adversely and materially on the performance of the Contract; or b) the Supplier being an individual or a firm, the Supplier or any partner in the firm becomes bankrupt or has a receiving order or administration order made against them; or makes any compromise or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors, or shall purport to do so, or if in Scotland they shall become insolvent or notour bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of their estate, or a trust deed shall be granted by them for behoof of their creditors]; or c) the Supplier being a company, goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or if the Supplier makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against the Supplier or any similar occurrence under any jurisdiction affects such party, or

20.3 If the Supplier commits a material breach of the Contract and (if such breach is capable of remedy) failed to remedy such breach within seven days of being required by MCC in writing to do so: a) MCC shall (without prejudice to any other of its rights) be entitled to terminate the Contract by notice to the Supplier with immediate effect, and b) MCC may itself complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance in payment subsequently made to the Supplier) all materials, plant and

equipment on the Premises belonging to the Supplier, and c) MCC shall not be liable to make any further payment to the Supplier, and shall be entitled to deduct from any amount due to the Supplier the costs thereof incurred by MCC Active (including MCC'S own cost). If the total cost to MCC exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by MCC from the Supplier.

20.4 MCC may only exercise its right under clause 20.2(a) within 6 Months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Supplier shall notify MCC immediately when any change of control occurs.

20.5 Subject to any earlier termination under clauses 20.1, 20.2, or 20.3 above, the Contract shall expire upon completion of the Services or final payment for the Services or Goods or delivery of the Goods, whichever is the later.

20.6 Termination of the Contract shall not affect any rights or remedies of MCC that may have accrued up to the termination date or in respect of any obligation in the Contract expressly or impliedly having effect after expiry or termination of the Contract.

## **21. RECOVERY OF SUMS DUE**

Whenever any sum of money is recoverable from or payable by the Supplier to MCC, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Contract or under any other agreement or contract with MCC.

## **22. ASSIGNMENT AND SUB-CONTRACTING**

22.1 The Supplier shall not assign, novate or Sub-contract the Contract or any portion of the Contract or create a trust in favour of a third party for any benefit under this Contract without the prior written consent of MCC.

22.2 Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract.

## **23. NOTICES**

23.1 Any notice required to be given under the Contract shall, except where otherwise specifically provided, be in writing and sent by one Party to the other at the address shown on the Purchase Order or other Contract document or as specified in a notice under clause 23.3.

23.2 Such notice may be sent by hand, post, or by facsimile transmission and shall be deemed effective if sent by post at the expiration of 2 working days after the same was posted or if by facsimile immediately after despatch.

23.3 Each Party shall notify the other of any changes of address or facsimile number within 48 hours of such change.

## **24. ALTERNATIVE DISPUTE RESOLUTION**

24.1 Any unresolved dispute between the Parties arising out of this Contract shall be referred to a neutral adviser to be agreed between the Parties or if the Parties are unable to agree on the neutral adviser either Party may request the Centre for Dispute Resolution of Princes House, 95 Gresham Street, London ECRV 7NA to appoint a neutral adviser acceptable to both Parties.

24.2 The Parties shall, with the assistance of the neutral adviser appointed in accordance with clause 24.1 above, seek to resolve the Dispute by using an alternative dispute resolution procedure agreed between the Parties or, in default of such agreement, established by the neutral adviser.

## **25. RIGHTS OF THIRD PARTIES**

25.1 A person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or Subcontractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without prior agreement in writing of the Parties which must refer to this clause.

25.2 Without prejudice to the intention of the Parties to give no rights to any third party under the Contract, any term of the Contract can be varied and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.

## **26. WAIVER**

No failure or delay on the part of MCC to exercise any right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy.

## **27. FORCE MAJEURE**

If any Party is prevented from or delayed in the performance of any of its obligations under this Contract by any event beyond the reasonable control of that Party, including, but not limited to, acts of God, civil commotion, war, fire, flood, industrial action or political interference, terrorism or the effects of terrorism or an epidemic then it shall notify the other Party in writing of the circumstances, and shall be excused from performing those obligations for so long as the event shall continue. If the event continues for longer than 60 days, the Party not claiming relief under this clause shall be entitled to terminate the Contract by giving the other Party 30 days' written notice.

## **28. ENTIRE AGREEMENT**

The Contract sets forth the entire agreement and understanding between the parties and supersedes all previous statements, documents and negotiations relating to the subject matter of the Contract provided that nothing in this clause purports to exclude any liability for any representation made fraudulently.

## **29. INVALIDITY AND SEVERABILITY**

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity, and enforceability of the remainder of this Agreement shall not be affected.

## **30. GOVERNING LAW**

The Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which both Parties submit.

## **31. DATA PROTECTION LAW**

31.1 The Parties agree that they shall comply with the requirements of the Data Protection Laws to the extent that they apply to the Contract.

31.2 Where one of the Parties is processing personal data pursuant to the Contract, details shall be provided in a separate schedule to include the subject matter, nature, scope, and duration of the data processing. This shall also set out who is the Controller and who is the Processor for the purposes of the Data Protection Laws, and any resultant further obligations.

## 5. Quotation Response – Method Statement

### 5.1 Method Statement Question – Quality (70% of marks)

5.1.1 Please describe your approach to the project set out in this Request for Quotation. Your response to this question should include reference to:

- i) Your proposed methodology for each of the Parts of the Specification (20%)
- ii) Your proposed work plan, reflecting how the requirements of the project will be met and to what timescale (20%)
- iii) Information on the relevant experience of the Lead Consultant and project team in providing similar services, across the four Parts of the Specification, for other organisations (20%)
- iv) Details of the proposed team and how the team will be structured and key tasks deployed to ensure effective working practices (10%)
- v) Details of any pre-existing research that you have undertaken in the urban sport and culture landscape which could prove to be valuable to the project and expediate delivery of the required outcomes (15%)
- vi) Details of where the project team are based and ability to engage regularly with the key stakeholders, ideally working collaboratively at the offices of MCC or Manchester Active (10%)
- vii) Details of your approach to meeting the Council's Social Value aspirations (to include environmental). (5%)

#### Response To Method Statement

[this should be a maximum of 15 pages of A4, minimum font size 12]

5.1.2 You must complete the Declaration and Company Information section of this Quotation Request.

5.1.3 MCC reserves the right to reject any quotation where the Quotation Response has not been fully completed.

## 6. Quotation Response - Pricing Schedule

### 6.1 Pricing Schedule (30% of marks)

6.1.1 You must complete the following Pricing Schedule.

6.1.2 Responses indicating an item: priced at £0.00 or 0%; or priced at a rate considered to be economically unviable by MCC; or priced using a non-specific range of rates will result in the rejection of your quotation.

6.1.3 When completing the below, please feel free to include more than one consultant for each of Parts One, Two and Three to ensure that expertise across both urban sport and urban culture is considered.

Area of work	Consultant Name(s)	Days allocated	Daily Rate	Price (£)
Lead Consultant (Project Manager)				
Part One – Defining the Vision & Objectives				
Part Two – Appraisal of Concept Options				
Part Three – Appraisal of Financial Feasibility				
Part Four – The Refined Concept				
Expenses & Disbursements				
<b>TOTAL (exc. VAT)</b>				

## 7. Declaration & Company Information

Declaration - PLEASE READ AND SIGN THE DECLARATION BELOW

I/We apply to be considered to provide consultancy to deliver the Concept & Feasibility for the creation of an Urban Festival in Manchester.

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in the tender. I/We understand that false information could result in my/our exclusion from consideration for this or any other contract with the Council.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Council to cancel any contract or framework currently in force and will result in my/our exclusion from consideration for this or any other contract or framework with the Council.

I/We confirm that:

- (i) I/We have not communicated and will not communicate to any person, under agreement or arrangement, the amount of this tender/quotation.
- (ii) The amount of this tender/quotation has not been adjusted under any agreement or arrangement with any person.

Signed	
Name ( <i>Block Capitals</i> )	
Designation	
Email	
Telephone	
For & on behalf of	

### 7.1 Company Information

Full name of Organisation	
Address	
Telephone	
Email	

Website	
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## 7.2 Company Status

Sole Trader	
Partnership	
Public Limited Co.	
Private Limited Co.	
Other ( <i>please state</i> )	
If your company is a private or public limited company, a co-operative society or charity, please give:	
Registration No	
Registration Date	
Registered Address	
VAT Reg. Number ( <i>where applicable</i> )	