





**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH  
OF HAMMERSMITH AND FULHAM**

**TENDER FOR [ ]<sup>1</sup>**

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**VOLUME 1  
INVITATION TO QUOTE**

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[ ]<sup>2</sup>

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<sup>1</sup> Insert name of the project – this should be the same on all the documents

<sup>2</sup> Insert the name of the framework – if this relates to a specific lot under the framework this should be made clear

**CONTENTS**

<b>PART 1. INTRODUCTION AND INFORMATION .....</b>	<b>4</b>
1. INTRODUCTION.....	4
2. PROVISIONAL PROCUREMENT TIMETABLE.....	4
3. RIGHT TO VARY OR CANCEL THE PROCUREMENT .....	4
4. QUOTE DOCUMENTS .....	5
5. SOCIAL VALUE .....	5
<b>PART 2. PROCESS AND SUBMISSION REQUIREMENTS .....</b>	<b>9</b>
6. BEFORE SUBMITTING A QUOTE .....	9
7. QUESTIONS AND FURTHER INFORMATION .....	9
8. RESPONSE ENVELOPES AND THE QUOTE.....	9
9. QUOTE VALIDITY PERIOD .....	11
10. RETURN OF QUOTES .....	11
<b>PART 3. EVALUATION.....</b>	<b>12</b>
11. QUOTE EVALUATION AND AWARD PROCEDURE.....	12
12. ACCEPTANCE OF QUOTES .....	13
13. THE CONTRACT .....	13
<b>PART 4. CONDITIONS OF TENDERING.....</b>	<b>14</b>
14. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS .....	14
15. SUB-CONTRACTING.....	14
16. REJECTION OF QUOTES.....	14
17. FREEDOM OF INFORMATION ACT 2000 (FOIA) .....	15
18. TUPE.....	16
19. NON-COLLUSION.....	16
20. TENDERER’S WARRANTIES.....	18
21. ANNOUNCEMENTS .....	18
22. [PARENT COMPANY GUARANTEE .....	18
<b>APPENDIX 1. GLOSSARY .....</b>	<b>19</b>
<b>APPENDIX 2. EVALUATION CRITERIA AND METHODOLOGY.....</b>	<b>21</b>
<b>APPENDIX 3. SOCIAL VALUE PORTAL - DOS AND DON’TS FOR TENDERERS .....</b>	<b>28</b>

## **PART 1. INTRODUCTION AND INFORMATION**

### **1. INTRODUCTION**

- 1.1. Unless otherwise indicated, the meanings of all words and expressions that begin with an initial capital letter are set out in the Draft Call-off Contract and a glossary of terms used in this Invitation to Quote (“ITQ”) is included at Appendix One (Glossary).
- 1.2. This ITQ is issued to all the framework providers on [ ]<sup>3</sup> framework.
- 1.3. The Contract Period is for [ ]<sup>4</sup> commencing on [ ]<sup>5</sup>. The Council is seeking a Tenderer with relevant experience of [ ]<sup>6</sup>, as further detailed within the Specification.
- 1.4. This document explains:
- 1.4.1. what Tenderers have to do to make a Quote;
  - 1.4.2. what rules the Council will apply to the competition;
  - 1.4.3. how Tenderer’s Quotes will be evaluated;
  - 1.4.4. what the Council wants to buy (the “Specification”); and
  - 1.4.5. the terms and conditions that will apply to the Contract.

### **2. TENDERING TIMETABLE**

- 1.1. To ensure that the tender process is completed and the Contract executed prior to the Commencement Date the Council has set the following tendering timetable. The Council reserves the right to amend the timetable.

<b>Table 1- Timetable</b>	
<b>Activity</b>	<b>Deadline Date (and Time)<sup>7</sup></b>
Issue Invitation to Quote	[ ]
Closing date and time for submission of Tenderers’ clarification questions	[ ]
Closing date for receipt of Tenders	[ ]
Evaluation of Tenders and internal approval process	[ ]
Notification of proposed award of Call-off Contract	[ ]
Commencement Date of Call-off Contract	[ ]

### **3. RIGHT TO VARY OR CANCEL THE PROCUREMENT**

- 3.1. The Council reserves the right:
- 3.1.1. to abandon the procurement at any time;
  - 3.1.2. not to award the Contract;
  - 3.1.3. to award the Contract in whole or in part;
  - 3.1.4. to reject any Quote, at any time, subject to relevant legislation;

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<sup>3</sup> Insert name of framework

<sup>4</sup> Insert the Contract Period

<sup>5</sup> Insert the Contract start date

<sup>6</sup> Insert a brief description of the Services/ requirements

<sup>7</sup> Insert dates into the table

- 3.1.5. to require a Tenderer to clarify its submission in writing and/ or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/ or
- 3.1.6. amend this ITQ.

#### **4. QUOTE DOCUMENTS**

- 4.1. The ITQ documents comprise four volumes and supporting documentation and together are the “Quote Documents”:
- 4.2. **Volume 1 – this ITQ** document which explains what Tenderers have to do to make a Quote, the rules which will apply to the mini-competition and how it will be evaluated.
- 4.3. **Volume 2 - The Specification**
  - 4.3.1. [ ]<sup>8</sup>
- 4.4. **Volume 3 – Draft Call-off Contract and draft Order Form**
  - 4.4.1. Included as part of the Quote Documents is the draft Call-off Contract and draft Order Form set out in Volume 3. [Special Terms are set out in the draft Call-Off Contract].<sup>9</sup>
  - 4.4.2. Mark-ups of the draft Call-off Contract are not invited and if Tenderers do submit any mark-ups or indicate that they do not accept any or all of the terms of the draft Call-off Contract, the Council may reject that Tender.
  - 4.4.3. The Council will not accept changes to the draft Call-off Contract and intends to enter into the Call-off Contract with the successful Tenderer on the terms set out in Volume 3 subject only to offer specific amendments.
- 4.5. **Volume 4 – Response Document**
  - 4.5.1. The Response Document sets out the forms to be completed by the Tenderers.

#### **5. SOCIAL VALUE**

- 5.1. Before starting a procurement the Council is legally required by the Public Services (Social Value) Act 2012 to consider how the services they propose to procure "might improve the economic, social and environmental well-being" of the area in which the services are to be provided (section 1(3) Public Services (Social Value) Act 2012). In meeting this requirement, the Council looks to achieve social value from all goods, works and services that it procures over £100,000 and as a result includes social value as part of its assessment of value for money and determining the most economically advantageous tender. The Council is actively seeking contractors who share their commitment to proactively deliver additional social value to the Borough. Contractors are expected to generate a minimum of 10% of the individual contract values in the social value delivered.
- 5.2. This procurement therefore will take into account the social value priorities of the Council relating to the economic, social and environmental well-being of the Borough.
- 5.3. Delivery of social value measures (“Social Value”) should not be included in the cost of delivering the Services.
- 5.4. Tenderers are required to offer measurable targets of social value, in addition to fulfilling the Services set out in the Specification. Tenderers are required to complete the following as part of their Tender:

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<sup>8</sup> Insert brief details of the Services/ requirement

<sup>9</sup> Delete as applicable

- 5.4.1.1. a completed questionnaire (“Social Value Questionnaire”); and
  - 5.4.1.2. a method statement. [Where the Contract value is above £500,000, this must include a delivery plan]<sup>10</sup>.
- 5.5. Tenderers must read the guidance set out in Appendix Three when completing the questionnaire. Appendix Three sets out a number of Dos and Don’ts that will apply to the evaluation of Social Value offers made by Tenderers.
- 5.6. **Social Value Questionnaire**
- 5.6.1. Tenderers are required to complete the questionnaire which can be found on the Social Value Portal (“Social Value Questionnaire”). The measures are based on the National TOMS (Themes, Outcomes and Measures) developed by the Social Value Portal, which are available for review at <http://socialvalueportal.com/national-toms/>. The specific social value measures for this procurement have been adapted to reflect the specific needs of the Council and can be found at: [ ]<sup>11</sup>
  - 5.6.2. The Council is not being prescriptive as to which themes, outcomes and measures are being sought from Tenderers by way of their social value proposals and Tenderers are free to choose those measures that are proportional and relevant to their business and their specific Contract. The key will be the successful delivery of the commitments the Tenderer makes in the completed Social Value Questionnaire.
  - 5.6.3. Tenderers should note that the Social Value proposals made as part of their tender will form a contractual commitment and will be monitored as a Key Performance Indicator during the Contract term. Tenderers should therefore ensure that commitments made within the Social Value Questionnaire are within their capacity and capability to deliver.
  - 5.6.4. **Completion of the Social Value questionnaire:**
    - 5.6.4.1. In completing the questionnaire Tenderers are required to identify the social value targets they are committing to if they win the procurement together with evidence as to how they will deliver the commitment being made. The online social value calculator will quantify the commitments.
    - 5.6.4.2. Each measure has a financial value (proxy value) attributed to it and these values are used to determine an overall value for each commitment. The aggregated value attributed to the proposed commitments will form the basis of the quantitative Social Value evaluation.
    - 5.6.4.3. Tenderers must also include a rationale for each Social Value proposal in the Method Statement referred to at 5.6 below in order to demonstrate that they have credible processes in place to deliver what is being offered. The rationale should also specify whether this value will be delivered directly by the Tenderer or through its supply chain. Additional supporting documentation may be provided as part of the Method Statement where necessary to justify the Tenderer’s approach and provided this is within the specified word limit. No

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<sup>10</sup> Delete as applicable

<sup>11</sup> Insert specific reference for this project

additional documentation should be submitted with the questionnaire.

5.6.5. Proportionality

**5.6.5.1. Tenderers are not obliged to commit to any of the measures and should ensure that their proposals are relevant and proportional to this Contract** (for example, social value bids that have a proxy value in excess of 100% of the contract price are unlikely to be deliverable).

**5.6.5.2.** Tenderers must accompany input target figures for specific Social Value measures with a rationale for each Social Value proposal in the Method Statement which demonstrates that they have credible processes in place to deliver what is being offered. The rationale should also specify whether this value will be delivered directly by the Tenderer or through its supply chain. Additional supporting documentation may be provided where necessary to justify the Tenderer’s approach. Without this explanation the Council may disregard this element of the proposal in its evaluation.

5.7. **Social Value Method Statement**

5.7.1. In addition to completion of the Social Value Questionnaire, Tenderers are required to provide a Method Statement setting out evidence and proposed methodology around how the Social Value proposals are to be delivered against each of the measures offered. See the method statement list included in Volume 4 Response Document for further details.

5.7.2. Failure to provide evidence to directly support a social value proposal against a specific measure in the Method Statement may result in that element of the proposal being discounted. [Tenderers must also include a Delivery Plan setting out how Tenderers will demonstrate Leadership and Resources, Processes and Engagement.<sup>12</sup>]

5.7.3. It should be noted that measuring and reporting on Social Value is a developing field and the Council recognises that flexibility and a collaborative approach is required. The agreed Social Value commitments may require a certain amount of refinement as a result. Accordingly, the Method Statement should also set out how the Tenderer will work openly and transparently with the Council whilst bearing in mind that the overall value of Social Value commitments proposed must be delivered by the successful Tenderer.

5.8. **Evaluation of Social Value Proposals**

5.8.1. The Council will evaluate Tenderers’ responses to the Social Value Questionnaire and the specific Social Value Method Statement in accordance with the principles set out in the Scoring Scale at Appendix Two below.

5.8.2. **Clarification of proposals**

5.8.3. The information provided in the Social Value Questionnaire and the Method Statement should correspond. If there are any material discrepancies or inconsistencies the Council may, but is not obliged to, seek clarification.

5.8.4. **Social Value Portal Management Fee**

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<sup>12</sup> Only include for contracts over £500,000

- 5.8.5. The Successful Tenderer is responsible for paying the Social Value Portal Management Fee for the term of the Contract. The Successful Tenderer will be required to contract directly with the Social Value Portal who will provide the following services to the Contractor:
- 5.8.5.1. online account with Social Value Portal to allow contract management and project reporting account;
  - 5.8.5.2. technical support with data entry (e.g. access and functionality issued);
  - 5.8.5.3. confirmation of evidence required to satisfy requirements;
  - 5.8.5.4. quarterly reports showing progress against targets; and
  - 5.8.5.5. end of project summary report and case study.
- 5.8.6. The Successful Tenderer will be invoiced directly by the Social Value Portal the annual fee for the above service which will be: £[ ]<sup>13</sup>.
- 5.8.7. Tenderers should note the Successful Tenderer will pay this fee.

<sup>13</sup> The annual fee for the SVP to monitor the portal use on behalf of the Council and provide reports against targets is calculated as follows. Include the actual figure at 5.9.2 so it is clear to Tenderers what they will have to pay. NOTE the Council does not pay this fee.

Total Contract Value	Annual Fee	Total Contract Value	Annual Fee
Over £7.5m	£7,500	£500k – 750k	0.10% of the Contract value
£5m-7.5m	£7,500	£100k - £500k	£350
£750 - £5m	0.10% of the Contract value		

## **PART 2. PROCESS AND SUBMISSION REQUIREMENTS**

### **6. BEFORE SUBMITTING A QUOTE**

- 6.1. Tenderers must:
- 6.1.1. carefully read everything in this ITQ;
  - 6.1.2. understand what Tenderers need to do to submit a valid Quote;
  - 6.1.3. carry out any research, checks or investigations to understand the Specification; and
  - 6.1.4. work out what people, plant and equipment are needed to perform the Contract.

### **7. QUESTIONS AND FURTHER INFORMATION**

- 7.1. If a Tenderer has any questions about this procurement, the Tenderer must submit them via the 'Messages' feature within the 'Messages' tab within the capitalEsourcing Portal. The last date for questions is stated in the timetable in paragraph 2.
- 7.2. Tenderers' queries will be secure and cannot be seen by other Tenderers. The Council will publish all questions and answers in a way that protects the identity of the person who asked the question.
- 7.3. If the Tenderer views any of its questions as confidential and applicable only to the Tenderer or the Tenderer's solution, then in submitting the question the Tenderer may mark it as "confidential". If the Council does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered. If a question is not withdrawn, the response will be issued to all Tenderers.

### **8. RESPONSE ENVELOPES AND THE QUOTE**

- 8.1. Tenderers are invited to submit one compliant Quote. Variants are not permitted and will be rejected. A variant submission will be considered non-compliant and not substantially complete for the purposes of the compliance checks.
- 8.2. In the ITQ on capitalEsourcing, there are three electronic 'Response Envelopes' on the Portal that the Tenderer must complete, namely:
- 8.2.1. Qualification Envelope;
  - 8.2.2. Technical Envelope; and
  - 8.2.3. Commercial Envelope.
- 8.3. The **Qualification Envelope** –this contains the minimum requirements for qualification. If a Tenderer does not meet any of these minimum requirements it will be rejected. The minimum requirements are as follows:
- 8.3.1. The completed and returned:
    - 8.3.1.1. Schedule of Confidential Information;
    - 8.3.1.2. provision of Staffing Information Deed of Undertaking and Agreement (only relevant if TUPE applies);
    - 8.3.1.3. Collateral Warranty (only relevant if the contract or part of the contract is going to be sub-contracted by the winning Tenderer)
  - 8.3.2. Confirmation of compliance with required insurance levels as follows:
    - 8.3.2.1. Public liability = £5,000,000;

8.3.2.2. Employer's liability= £10,000,000;

8.3.2.3. Product liability = £5,000,000.

#### 8.4. The Technical Envelope

8.4.1. The Technical Envelope comprises:

8.4.1.1. Completion and return of:

8.4.1.1.1. the Bona Fide Tendering and Anti-Collusion Certificate;

8.4.1.1.2. the Collateral Warranty (if applicable); and

8.4.1.1.3. completion of the Schedule of Confidential Information

8.4.1.2. an Executive Summary setting out the overall architecture of the proposed solution; and

8.4.1.3. the Method Statements set out in the Response Document (Volume 4).

8.4.2. The Form of Tender, Anti-Collusion Certificate and Provision of Staffing Information Deed of Undertaking and Agreement (where relevant – see Qualification Envelope above) must be signed by the Tenderer/Lead Tenderer and all members of a Group (and where relevant all Significant Sub-contractors):

8.4.2.1. where the Tenderer is a partnership, by two duly authorised partners;

8.4.2.2. where the Tenderer is a company, by two directors or by a director and the secretary of the company or by a director and a witness who attests the signature, such persons being duly authorised for the purpose;

8.4.2.3. where the Tenderer is an individual, by that individual;

8.4.2.4. where the Tenderer is a trust, by two duly authorised persons.

8.4.3. The Tenderer shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in paragraph 9.4.2.1.

8.4.4. If the Tenderer is appointing a Significant Sub-contractor(s) the Collateral Warranty must be duly executed by the Significant Sub-contractor(s).

8.4.5. The Method Statements which Tenderers are required to submit are set out in Volume 4 Response Document . Tenderers are required to set out in these Method Statements how they will perform the Services in accordance with the Specification and the Call-off Contract and how they will work with the Council to deliver best value in the performance of the Call-off Contract.

8.4.6. Tenderers must ensure that the Method Statements are sufficiently detailed and the finalised Method Statements will be incorporated into the Call-off Contract and will form part of the successful Tenderer's contractual commitment to the Council.

8.4.7. The Technical Response will be evaluated in accordance with the Qualitative Award Criteria.

#### 8.5. The Commercial Envelope

8.5.1. This contains the Tenderer's financial proposals. The Tenderer must complete all sections of the commercial documentation including the pricing tables and the Form of Tender, making sure that all the relevant costs excluding VAT are included. The Council will not pay any charges other than those in the pricing tables.

8.5.1.1. [ ]<sup>14</sup>.

8.5.2. The Tenderer should include in its Quote details of all information or assumptions that the Tenderer has taken into account in relation to the submission of the Tenderer's Quote which must in any event be in accordance with the requirements, conditions and stipulations of this ITQ.

8.5.3. In addition, the Tenderer shall give further written details and information as may reasonably be requested by the Council.

## **9. QUOTE VALIDITY PERIOD**

9.1. The Tenderer's Quote shall be valid for 6 months from the Quote return deadline stated at paragraph 2.

## **10. RETURN OF QUOTES**

10.1. Tenderers must provide the information requested using the capitalEsourcing Portal by the stated deadline set out in paragraph 2 of this ITQ.

10.2. The Portal is easy to use - but the Tenderer should ensure it allows enough time to ask for help if needed. Uploading documentation is not an instant action but depends upon the Tenderer's network provider's broadband width and speed.

10.3. The Council will use only the details that the Tenderer gives the Council to contact it. It is the Tenderer's responsibility to make sure they are up-to-date and accurate to ensure it receives important messages. If the Tenderer needs to change its contact information, use the capitalEsourcing Portal to do so.

10.4. If the Tenderer needs help with the Portal, contact the capitalEsourcing helpdesk between 8.00am and 6.00pm Monday to Friday on 0800 368 4850 (or +442033496601 if outside the UK) or e-mail [help@capitalesourcing.com](mailto:help@capitalesourcing.com). This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.

10.5. The Tenderer MUST submit all of its Response Envelopes via the Portal by the deadline provided in paragraph 2 of this ITQ. A pop-up box will appear to tell the Tenderer that its responses have been successfully transmitted. Tenderers are advised to allow plenty of time to make its submissions. The Council reserves the right to disqualify and not evaluate any completed Response Envelopes submitted after the deadline.

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<sup>14</sup> Insert brief details of the pricing submissions required.

## PART 3. EVALUATION

### 11. QUOTE EVALUATION AND AWARD PROCEDURE

11.1. The Quote Evaluation will take place in two stages:

11.1.1. **Stage 1:** The Council will check that the Tenderer has complied with all the instructions in this ITQ and that Tenderers are able to meet any minimum standards that the Council has specified (please see ‘Stage 1’ in Appendix Two). The Council may want to clarify some points with the Tenderer by messaging through the capitalSourcing Portal.

11.1.2. **Stage 2:** If the Council are satisfied that the Tenderer has fully complied and met all minimum standards, the Council will evaluate the Tenderer’s responses from the Technical and Commercial Envelopes. The Council will award the Call-off Contract to the Tenderer that submits ‘the most economically advantageous tender’. This means the Quote that offers the Council the best value in terms of price and quality (please see ‘Stage 2’ in Appendix Two).

11.2. The Award Criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both Price and Quality are as set out in Table 2 below.

Table 2 – Evaluation Criteria <sup>15</sup>			
Criteria	Tier 1 Weighting	Tier 2 Sub-criteria	Tier 2 Sub-criteria weighting <sup>16</sup>
Quality	[ ]% <sup>17</sup>	[ ] <sup>18</sup>	[ ]%
		[ ]	[ ]%
		[ ]	[ ]%
		[ ]	[ ]%
		[ ]	[ ]%
		Social Value <sup>19</sup>	[ ]%
Price	[ ]%		

<sup>15</sup> Check to see if the framework agreement you are calling off from has set evaluation criteria. These are usually high level. If set then you MUST follow them.

<sup>16</sup> The Tier 2 weightings must all add up to 100.

<sup>17</sup> The Split should be 60:40 Quality: Price unless the Framework Agreement specifies different ratio and this is agreed as part of the Procurement and (as applicable) as part of the procurement strategy.

<sup>18</sup> To be completed – these should link with the method statements and other qualitative responses requested.

ALSO note that many frameworks set the evaluation criteria using either precise criteria or ranges for criteria.

Always refer back to the guidance from the framework provider.

<sup>19</sup> Note that Social Value should be included for all contracts over £100k

- 11.3. The Qualitative Award Criteria are made up of several sub-criteria which are set out above. The sub-criteria are also weighted.
- 11.4. The Scoring Scale that the Council will apply to scoring the Qualitative Award Criteria is set out in Table 3 of Appendix Two where the Tenderer will also find how the Council will score Prices.
- 11.5. If the Tenderer scores less than 2 (i.e. scores 0 or 1) on any Qualitative Award Criteria the Council will reject the Tenderer's Quote. If the Tenderer's Quote is rejected the Council will not continue to score that Quote and the Tenderer will not be awarded the Call-off Contract.
- 11.6. The Council has the right:
- 11.6.1. not to award the Call-off Contract to anyone if the Council feel that it is not in its interests to do so;
  - 11.6.2. to abandon or cancel this ITQ at any stage;
  - 11.6.3. to exclude any incomplete Quotes;
  - 11.6.4. to exclude Quotes containing unauthorised alterations or qualifications;
  - 11.6.5. to disregard/reject any Quote that is abnormally low;
  - 11.6.6. to require any Tenderer to clarify its submission in writing or to provide additional information (failure on the part of the Tenderer to respond adequately may result in that Tenderer being unsuccessful);
  - 11.6.7. not to accept the highest scored Quote or any quote; and
  - 11.6.8. to reproduce copies of any Quotes for the purposes of evaluation.

## **12. ACCEPTANCE OF QUOTES**

- 12.1. The Council will let all Tenderers know the outcome as soon as possible. Until the execution of the formal Call-off Contract, the Council's Acceptance Letter to the winning Tenderer shall form a binding agreement between the parties on the terms set out in the procurement documents. The formal Call-off Contract will be signed or sealed by both parties.

## **13. THE CONTRACT**

- 13.1. The Successful Tenderer will be required to execute a formal contract which embodies the terms of all the Quote Documents. The Contract will be executed as a deed.
- 13.2. The Successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Council.
- 13.3. The Successful Tenderer shall be liable for any loss or damage incurred by the Council if the Services cannot commence on the Commencement Date as a result of the Successful Tenderer's failure to execute the Contract properly.

## **PART 4. CONDITIONS OF TENDERING**

### **14. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 14.1. Subject to paragraph 14.2, the Quote Documents and all other documentation issued by the Council relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Quote and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted by the Tenderer.
- 14.2. The copyright in all the documents that constitute the Contract shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.
- 14.3. The Council may disclose detailed information relating to any Quote to the Council's members, directors, officers, employees, agents or advisers and they may make the Quote documents available for private inspection by the Council's members, directors, officers, employees, agents or advisers.

### **15. SUB-CONTRACTING**

- 15.1. Tenderers must be able to satisfy the Council as to their ability to perform the Services in accordance with the Contract. Nevertheless, the Council will consider proposals from the Tenderer for part of the Services to be performed by sub-contractors provided that:
- 15.1.1. the proposed part of the Services and the sub-contractors are approved by the Council which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and
- 15.1.2. upon request by the Council, the Tenderer procures a collateral warranty (in a form approved by the Council) from the proposed sub-contractors to the Council in respect of the performance of the relevant part of the Services.
- 15.2. Tenderers should also refer to the draft Call-Off Contract as it relates to sub-contracting.

### **16. REJECTION OF QUOTES**

- 16.1. The Council has the right to reject the Tenderer's Quote if:
- 16.1.1. the Quote is not submitted in accordance with the instructions in this ITQ;
- 16.1.2. the Tenderer e-mails or submits the whole or any part of its responses by any means other than through the capitalEsourcing Portal;
- 16.1.3. the Tenderer submits the whole or any part of the Tenderer's responses after the expiry of the Deadline as provided at paragraph 2;
- 16.1.4. the Tenderer's responses are incomplete or specific documents are missing. However the Council may request the Tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency;
- 16.1.5. the Tenderer has added a qualification, by either altering any of our documents (e.g. the Specification, draft Call-off Contract, Pricing Schedule, etc);

- 16.1.6. the Tenderer tries to distort the competition by telling other people the Tenderer's prices (other than for proper reasons) or fixing the Tenderer's prices with other potential Tenderers;
- 16.1.7. the Tenderer colludes with other potential Tenderers over who should Quote and who should not; and/or
- 16.1.8. the Tenderer attempts to bribe or corrupt anyone or seeks the help of anyone to improperly influence the outcome.

**17. FREEDOM OF INFORMATION ACT 2000 (FOIA)**

- 17.1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. The Law provides that anyone can ask the Council for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the Council under this tendering process will be subject to the FOIA/EIR disclosure provisions.
- 17.2. If a Tenderer believes that any of the information contained in its Quote, or otherwise supplied to the Council as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should make a statement to that effect in a schedule to its Quote (marked "FOIA/EIR Schedule"), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through Clarification Questions.
- 17.3. Tenderers should appreciate that the simple marking of information with words such as "commercial in confidence" only has the effect of identifying to the Council that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" the company's interests.
- 17.4. Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.
- 17.5. If the Council receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in a Tenderer's Quote, then the Council will use its reasonable endeavours to consult the Tenderer prior to making a final determination as to how to deal with the request. However, the Council has a very limited time in which to decide whether or not information can be released, so it is imperative that Tenderers ensure that the Council has up-to-date contact details and that the contact is able to respond to a request quickly.
- 17.6. Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the Council will not disclose such information (or the fact that it holds it) since the Council cannot fetter the application of the FOIA/EIR.

**18. TUPE<sup>20</sup>**

- 18.1. The Council considers that TUPE is likely to apply (unless there is a legal reason for it not to apply) in respect of employees currently engaged in the provision of the Services. Information that will allow Tenderers to submit a compliant Quote based upon current employee information will be available upon receipt by the Council of a completed Confidentiality Agreement that has been duly signed.
- 18.2. Nevertheless, Tenderers shall seek independent professional advice on the effect of the TUPE Regulations (including any subsequent amendments to the TUPE Regulations) on their Quotes and the Contract. The Council gives no assurances, warranties or assumptions as to the effect of TUPE on the Contract or otherwise.
- 18.3. The Successful Tenderer shall be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify the Council for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against the Council in connection with TUPE.
- 18.4. Tenderers are advised that their Quotes should take into account all costs relating to TUPE.
- 18.5. If TUPE is deemed to apply, the Successful Tenderer will be expected to comply with the consultation requirements in the TUPE Regulations.
- 18.6. Any meetings with third party employees during the Quote Period must be arranged through the Council. Tenderers shall not approach such employees or their representatives directly.
- 18.7. Tenderers will be given relevant information in respect of the incumbent provider's staff who may be affected by TUPE (the "Workforce Information"). Tenderers shall treat the Workforce Information as strictly confidential.
- 18.8. The Workforce Information has been obtained from the providers presently undertaking the Services. Whilst the Council has obtained and collated this information in good faith, save where the Council is itself the current employer, the Council gives no guarantee, warranty or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains Tenderers' responsibility to ensure that their Quote takes full account of all the relevant circumstances.
- 18.9. The Council does not envisage that any current Council employees will transfer under TUPE at the outset of the new Contract.<sup>21</sup>
- 18.10. Tenderers should also note that the Successful Tenderer will, at the end of its Contract with the Council, itself be required to supply details of its workforce engaged on the Services (and that of any relevant sub-contractors and any such information as the Council reasonably requires) so that this information can be passed to tenderers bidding for any subsequent re-tendering of the Services. Tenderers are referred to the draft Call-off Contract for further details.

**19. NON-COLLUSION**

- 19.1. The Council reserves the right to reject any Quote submitted by a Tenderer in respect of which the Tenderer:

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<sup>20</sup> Officers to consider whether TUPE is relevant to the service being procured. If unsure, legal advice should be sought. This para 18 is drafted on the basis that there is a current workforce which are assigned to the service. If that is not the case then delete paragraphs 18.1-18.8.

<sup>21</sup> Consider whether any Council employees will transfer at the outset of the Contract. If they will, amend this statement.

- 19.1.1. discloses to any third party prices shown in its Quote except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
  - 19.1.2. enters into any agreement with any other person that such other person shall refrain from submitting a Quote or shall limit or restrict the prices to be shown by any other tenderer in its Quote; and/or
  - 19.1.3. fixes prices in its Quote in accordance with any arrangement with any person or by reference to any other Quote; and/or
  - 19.1.4. has submitted a price for the provision of the Services which is abnormally low; and/or
  - 19.1.5. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other person's proposed Quote any act or omission; and/or
  - 19.1.6. in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
  - 19.1.7. any employee or agent of it has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
  - 19.1.8. has directly or indirectly canvassed any member or official of the Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or Quote submitted by any other tenderer; and/or
  - 19.1.9. has done anything improper to influence the Council during the Quote period; and/or
  - 19.1.10. has failed to use the English language; and/or
  - 19.1.11. has failed to return the Response Envelopes fully completed and signed. However the Council may request Tenderers whose information or documents appear to be incomplete or erroneous or where specific documents are missing to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.
- 19.2. The Council also reserves the right to reject a Quote:
- 19.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;
  - 19.2.2. from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Quote;
  - 19.2.3. from a group company of another Tenderer;
  - 19.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Quote; or
  - 19.2.5. from a Tenderer where the Council believes that there has been any form of co-operation or collusion with another Tenderer.

- 19.3. For the avoidance of doubt any non-acceptance or rejection in accordance with paragraphs 17.1 and 17.2 above shall be without prejudice to any other civil remedies available to the Council or any criminal liability that such conduct by a Tenderer may attract.

**20. TENDERER’S WARRANTIES**

- 20.1. In submitting a Quote the Tenderer warrants, represents and undertakes to the Council that:
- 20.1.1. it has not done any of the acts or matters referred to in paragraph 17.1 above and has complied in all respects with this ITQ;
  - 20.1.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its staff in connection with or arising out of the Quote are at the date of the Quote true, complete and accurate in all respects and that it will promptly notify the Council in writing of any changes which affect such information, representations or other matters of fact;
  - 20.1.3. it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Quote Documents and that it has not submitted the Quote and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
  - 20.1.4. it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
  - 20.1.5. it is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council that may adversely affect such financial standing in the future; and
  - 20.1.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

**21. ANNOUNCEMENTS**

- 21.1. The Council reserves the right to publish the amounts of Quotes and the name of the Successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with relevant Law the Council must comply with.

**22. [PARENT COMPANY GUARANTEE<sup>22</sup>**

- 22.1. If Tenderers are a subsidiary company (within the meaning of section 1159 of the Companies Act 2006) then if Tenderers are successful a Guarantee (in the form of the Parent Company Guarantee set out in [ ]<sup>23</sup>) from the Tenderer’s ultimate holding company or companies may be required to secure due and punctual performance of its obligations under the Contract. The Tenderer should supply the name and registered office address of its ultimate parent company.]

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<sup>22</sup> Consider if this is required.

<sup>23</sup> If you wish to allow for a parent company guarantee then you will need to include a form in the response document

**APPENDIX 1. GLOSSARY**

PHRASE	DEFINITION
Call-off Contract	the contract to be awarded for the provision of the Services and entered into by the Council and the Successful Tenderer, a draft copy of which is provided in Volume 3;
Contract Period	the Contract Period shall be as stated at paragraph 1.3;
Commencement Date	the anticipated start date of the Contract;
Council	the London Borough of Hammersmith and Fulham;
Deadline	the time and date set out in the Timetable within paragraph 2 of this ITQ;
Invitation to Quote or ITQ	this invitation to quote as issued to the Tenderers, incorporating all volumes thereof and all related documents published by the Council in relation to this procurement;
Method Statements	the series of documents which Tenderers are required to submit in accordance with the instructions set out the Response Document;
PCR	the Public Contracts Regulations 2015 (as amended from time to time);
Portal	means the capitalEsourcing e-tendering hosted at <a href="http://www.capitalesourcing.com">www.capitalesourcing.com</a> . Tenderers can register for free and are encouraged to register a generic email account rather than a person-based account in case of staff changes;
Price Evaluation	as defined in Paragraph 5, Appendix 2 <b>Error! Reference source not found.</b> of this ITQ;
Quote	the offer submitted by a Tenderer in response to this ITQ;
Response Envelopes	the Technical Envelope, Commercial Envelope and Qualification Envelope;
Services	the services to be provided by the Successful Tenderer to the Council under the Call-off Contract, as described in the Specification;
Specification	the document which sets out the Services together with the required outcomes and standards for the Services to be provided by the Successful Tenderer;
Successful Tenderer	the party which ultimately enters into the Contract with the Council as a result of this procurement process;
Technical Response	Comprises the responses to the technical questions as included in the Quote Documents;

PHRASE	DEFINITION
Tenderer	any person or economic operator that responds to this ITQ, whether or not such response includes a Quote;
Timetable	the timetable for this procurement set out at paragraph <b>Error! Reference source not found.</b> of this ITQ, as may be amended in accordance by the Council;
VAT	Value Added Tax in accordance with the provisions of the Value Added Tax Act 1994.

**APPENDIX 2. EVALUATION CRITERIA AND METHODOLOGY**

**1. EVALUATION AND AWARD CRITERIA**

1.1. The Council intends to award the Contract on the basis of the Quote that represents the most economically advantageous tender based on a combination of price and quality. Quotes shall be evaluated in accordance with the evaluation methodology set out in this Appendix Two.

**2. STAGE 1 –QUALIFICATION ENVELOPE**

2.1. Each Quote must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 below. The Council reserves the right to reject without further discussion any Quote which does not meet the compliance standards.

TABLE 1 – Minimum Standards	
Compliance Standard	Question
<b>Q1 - Insurance levels</b>	<p>Please confirm you are currently holding the following minimum insurance levels.<sup>24</sup></p> <ul style="list-style-type: none"> <li>• Professional Indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [ ] million pounds (£[ ],000,000); and</li> <li>• Public Liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [ ] million pounds (£[ ],000,000); and</li> <li>• Employers’ Liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [ ] million pounds (£[ ],000,000); and</li> <li>• Product Liability insurance with cover (for a single event or series of related events and in the aggregate) of not less than [ ] million pounds (£[ ],000,000);</li> </ul> <p>(pass/fail)</p>
<p>Tenderers must complete Q1 (Insurance Levels). This question is assessed on a pass/fail basis. Tenderers are required to pass question Q1 in order for their Quote response to be considered further by the Council.</p> <p>In order to pass Q1, Tenderers must self-certify that they already have, or can commit to obtain, prior to the commencement of the Contract, the levels of insurance indicated. A Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.</p>	
<b>Q2 – Complete Quote</b>	<p>Quotes must be complete and contain all necessary information as required by this ITQ and supporting documentation.</p>
<p>Quote submissions will be checked to ensure that they have been completed correctly and all necessary information has been provided. Any Quote submissions not correctly completed in accordance with the requirements of this ITQ or containing omissions may be rejected at this point. The Council reserves the right to call for additional information from Tenderers to clarify their Quote responses.</p> <p>Where a Quote submission is rejected at this point, it will automatically be disqualified and will not be further evaluated.</p>	

<sup>24</sup> Complete the insurance levels set out in this section and add any additional insurances required.

**3. STAGE 2 – AWARD STAGE**

- 3.1. Quotes successfully passing the Qualification Stage described in paragraph 2 of this Appendix 2 will be subject to the Award Stage evaluation, which will comprise:
- 3.1.1. an evaluation of the technical responses in accordance with the provisions of paragraph 4 below (the “**Quality Evaluation**”); and
  - 3.1.2. an evaluation of the prices tendered in the completed Pricing Table in accordance with the provisions of paragraph 5 below (the “**Price Evaluation**”).
- 3.2. The evaluation criteria and weightings that will be applied when evaluating the Quotes are set out in table 2 below.

Table 2 – Evaluation Criteria							
Tier 1 <sup>25</sup>	Tier 1 Weighting %	Tier 2	Tier 2 Weighting %	Tier 3	Tier 3 Weighting %		
A. QUALITY							
		Social Value		Social Value Questionnaire	50%		
				Social Value Method Statement	50%		
B. PRICE							

<sup>25</sup> Complete this table

- 3.3. The Council shall not be bound to award the Contract to the Tenderer with the lowest price structure.
- 3.4. The Council reserves to itself the right in its absolute discretion:
- 3.4.1. to award the Contract to the Tenderer who submits the most economically advantageous Quote in accordance with the criteria set out in this Appendix Two;  
or
- 3.4.2. not to award the Contract.
- 3.5. Where information or documentation to be submitted by Tenderers is or appears to be incomplete or erroneous, or where specific documents are missing, the Council reserves the right at its absolute discretion to request Tenderers to submit, supplement, clarify or complete the relevant information or documentation within a time limit to be given.

#### 4. QUALITY ( %<sup>26</sup>)

4.1. Tenderers are required to provide a series of Method Statements as set out in the Response Document. The Council shall award scores by assessing each Tier 3 element of the Tenderer’s Response using the scoring scales set out at 4.3 below. Such scores will reflect the extent to which Quotes meet the Council’s requirements. The weightings to be given to each Tier 3 element of each Technical Question in the evaluation is set out in the evaluation model at paragraph 3 above.

#### 4.2. Social Value ([ ]%<sup>27</sup>)

Tenderer’s social value proposals are evaluated in two sections as set out below:

##### 4.2.1. The Social Value Questionnaire (Tier 3 weighting: 50%):

- i. The Council will evaluate the aggregate financial value of the measures selected by the Tenderer in the Social Value Questionnaire.
- ii. The Tenderer offering the highest financial submission for Social Value will achieve the maximum score for this sub-criteria. The other Tenderers will be scored relative to the Bidder with the highest financial submission in accordance with the following formula:

$$(A \div B) \times C = X$$

Where:

A = the Tenderer’s social value financial proposal

B = the highest financial proposal submitted

C = the maximum percentage score i.e. 50%

X = the score for the Social Value Questionnaire.

##### 4.2.2. The Social Value Method Statement (Tier 3 weighting: 50%):

<sup>26</sup> Insert the split for quality

<sup>27</sup> Social Value must be no less than 10% of the overall weighting. The evaluation will be within the qualitative evaluation and not price. The Social Value Weighting based on different Quality:Price ratios are as follows;

Quality:Price split	Minimum Social Value weighting as part of Quality
60:40	16.7%
50:50	20%
70:30	14.3%
40:60	25%

- i. The Social Value Method Statement shall be evaluated using the scoring scale set out in Table 3 below. This should include all details of how the Tenderer proposes to deliver the Social Value measures identified in the Social Value Questionnaire.

4.2.3. Total Social Value Score

- i. In order to calculate the final Social Value score the weighted score for the Social Value Questionnaire will be added to the weighted score for the Social Value Method Statement. The total scores will then be multiplied by the overall Social Value weighting of [            ]

4.3. **Scoring Scale**

- 4.3.1. The Scoring Scale to be used is set out in Table 3 below. This shows the possible scores that may be given and the general principles and descriptions that evaluation panel members will have regard to when considering the Tenderer’s submission.
- 4.3.2. Each response to the Table 2 Qualitative Award Criteria will be marked out of a possible score of 5. The scoring will be based on the general principles and descriptions shown in Table 3 below.
- 4.3.3. The Tenderer must score 2 or more out of 5 for each of the Qualitative Award Criteria otherwise the Tenderer’s Quote will be rejected. For the avoidance of doubt the Council will reject and not take forward any Quote which scores 0 or 1 on any criteria.<sup>28</sup>

Table 3 – Scoring Scale		
Score	Rating	Criteria for Awarding Score
0	Unacceptable (fail)	The information is omitted/no details provided, or irrelevant answer provided
1	Poor (fail)	The Council has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response.
2	Fair	The submission is superficial and generic in its scope. The Council has some reservations that the Tenderer

<sup>28</sup> Consider what quality threshold is applicable – this is set such that all Method Statements score higher than a 2. Alternative drafting could be:

- 1.1. The Council will exclude a Bidder who either:
  - 1.1.1. scores 1 or 0 for any tier [3] Quality criteria; and/or
  - 1.1.2. scores 2 for 4 or more tier [3] Quality criteria.
 the “Quality Threshold”.
 

Any Tenderer who fails to meet the Quality Threshold will be rejected and their Tender will not be considered further.

Table 3 – Scoring Scale		
Score	Rating	Criteria for Awarding Score
		understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
3	Satisfactory	The Council is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
4	Good	The submission is robust and well documented. The Council is confident that the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard.
5	Excellent	The proposal is innovative and adds value. The Council is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent standard.

4.4. Following any clarifications under paragraph 3.5 above, members of the evaluation panel will consider each Quote and a consensus on scoring for each Tenderer’s responses to the Qualitative Award Criteria will be reached.

4.5. Each score for a response to a Qualitative sub-criterion will be multiplied by the relevant sub-weighting to arrive at a weighted score for that sub-criterion. Weighted scores will be added together to produce a total score out of 100. The overall quality weighting of [ ]<sup>29</sup>% will then be applied (the “**Weighted Quality Score**”).

**5. PRICE [ ]<sup>30</sup> %**

5.1. The Tenderer’s Quote sum as set out in the Tenderer’s Pricing Tables will be evaluated as set out below.

5.2. The Quote with the lowest total sum will automatically be awarded allocated percentage for Price [ ]%<sup>31</sup>. Thereafter each other Quote is compared against the lowest priced Quote sum in accordance with the following formula:

$$(A \div B) \times C = X$$

Where:

A = the lowest submitted Quote sum

<sup>29</sup> Insert the maximum score for Quality

<sup>30</sup> Insert the maximum score for Price

<sup>31</sup> Insert the maximum score for Price

B = the total Quote sum submitted by Tenderer  
C = the maximum percentage score  
X = the score for Tenderer's Quote

EXAMPLE:

Based on a notional figure of £60,000 for the lowest Quote price and assuming that the weighting for price is 60%; using the formula set out in paragraph 4.2 above, the percentage for price would be awarded as follows:

TENDERER	PRICE	SUM	PERCENTAGE AWARDED
1	£60,000 (A)	$(60,000 \div 60,000) \times 60$	60%
2	£70,000 (B)	$(60,000 \div 70,000) \times 60$	51%
3	£80,000 (B)	$(60,000 \div 80,000) \times 60$	45%
4	£90,000 (B)	$(60,000 \div 90,000) \times 60$	40%

## 6. ABNORMALLY LOW TENDERS

- 6.1. While the Council is keen to procure Services that are value for money, it is equally keen to ensure that Quotes are sustainable and properly priced in order that it may have confidence in the robustness and stability of the Quote and the Services. The Council will therefore scrutinise Quotes (as a whole and each component element) closely by reference to other Tenderers' offers and/or what may be reasonably regarded as the market norm for evidence of any deliberate or tactical under-pricing and for abnormally low tenders. The Council requires Tenderers to observe these requirements and formulate each element of their pricing accordingly.
- 6.2. In particular, the Council intends to apply strictly the rules set out in regulation 69 of the Regulations relating to the investigation and potential rejection of abnormally low tenders.
- 6.3. Without prejudice to any other rights and remedies that the Council may have, the Council may therefore:
- 6.3.1. review Quotes to ascertain whether any of them appear abnormally low;
  - 6.3.2. analyse further any Quote appearing abnormally low; and/or
  - 6.3.3. request a written explanation of any part(s) of a Quote which the Council consider contributes to the offer being abnormally low and to take account any response provided by a Tenderer to such request. If, after such a written explanation has been provided by a Tenderer in response to such a request, the Council is still of the opinion that the relevant Quote is abnormally low, the Council reserves the right to accept or reject such Quote in its absolute discretion in accordance with the Regulations.

## 7. COMPILATION OF PERCENTAGES AWARDED FOR QUALITY AND PRICE

- 7.1. The percentages awarded to each Quote for the Quality and Price elements of the evaluation are added together to arrive at the total percentage awarded to each Tenderer. The Call-off

Contract will be awarded to the most economically advantageous tender i.e. the Quote with the highest total percentage.

- 7.2. The Council reserves the right to seek clarification from Tenderers concerning any aspects of their Quotes and in addition the Council reserves the right to invite Tenderers to submit second or subsequent round Quotes.

### APPENDIX 3. SOCIAL VALUE PORTAL - DOS AND DON'TS FOR TENDERERS

**Tenderers: You must read these instructions before submitting your Social Value offer.**

Useful terms

VCSEs: Voluntary Community and Social Enterprise; MSMEs: Micro Small and Medium Enterprise;

NEETs: Not in Education, Employment or Training (applies for young people)

FTE: Full time equivalent

LTU: Long term unemployed person

**NB:**

Tenderers are encouraged to raise a clarification question if they are unsure of any detail in this process. This will allow the Council the opportunity to clarify the requirements to all participating suppliers and help to avoid lengthy communications after Quotes have been returned.

#### **How to submit a good Social Value offer on the Social Value Portal**

**DO:** Tenderers should only report activities/offer social value that will be delivered as a result of this Contract

Ensure that your target social value numbers are relevant to this Contract only and do not stem from any other social value, Corporate Social Responsibility or other initiative.

Example: If you organise a mental health and wellbeing activity at your head office, you cannot claim social value for this as it has not been delivered specifically for this particular Contract

**DO NOT** offer anything that is already required as part of the core Contract Services or works that the Tenderer is required to provide as part of the core Contract requirements cannot also be counted as additional social value.

Example: If the Contract is about supporting people back to work, you cannot claim social value for getting people back to work as that is part of the requirement of the core contract

- *Social value is about 'additionality', i.e. what will you provide over and above the core contract*

**DO:** Tenderers must enter your social value offer for the length of the contract onto the portal, but do not forget to provide a breakdown per year

You should enter the total number of units delivered for the whole length of the Contract and provide a breakdown in the comments box (i.e. include the total target for the length of the Contract, target per year and a breakdown per activity if applicable).

Example: You are offering to deliver 28 hours of volunteering per year for a 3-year Contract. Please enter '84' on the portal and add the breakdown in the comments box on the right (i.e. 28 hours of volunteering per year = 84 hours for the length of the Contract)

**DO** make sure that you deliver locally

The definition of 'Local' has been set up as being within the specific Council boundary i.e. the London borough of Hammersmith and Fulham.

- Any Social Value offer that does not provide benefits to the communities within this definition will be excluded in the evaluation. Equally, Tenderers must not include elements of spend in their proposals which are expected to occur outside of this definition (e.g. central overheads or head office costs where the Tenderer's head office is outside the defined local area).
- In estimating the level of local spend, Tenderers must only include projections of spend that occur as a result of this Contract and can be influenced by their own spending decisions. Tenderers must not include estimates of local spend within their supply chain which are outside of their direct control.

**DO make sure that you only include committed local spend in your supply chain**

In estimating the level of local spend, Tenderers must only include projections of spend that occur as a result of this Contract and can be influenced by their own spending decisions. Remember that your social value offer will be contractualised, therefore any offer to include local companies in your supply chain must not include estimates of local spend which are outside of your direct control.

**DO make sure when recording new local jobs** that you only record those jobs created directly as a result of the Contract only and not jobs that are already in existence prior to the commencement of the Contract including any roles which transfer as part of TUPE.

**DO make sure you read and understand the units**

Examples:

- NT7 and NT11: no. hrs\*no. attendees (not just number of hours)
- NT9 and NT10: no. of weeks (not no. of people)
- NT31: tonnes of CO<sub>2</sub> (not kg)

**DO Avoid 'Double Counting'**

It is important that Tenderers only claim Social Value once.

Examples:

- If a reduction in CO<sub>2</sub> emissions is proposed through implementing a flexible working initiative, Tenderers may not claim the same reduction in emissions achieved through a different initiative (Ref. TOMs: NT32 & NT33)
- If £ spent are claimed under 'Spend in the local supply chain', that £ value cannot also be claimed under 'Spend with local SMEs' and vice versa (Ref. TOMs: NT18 & NT19)
- If hours volunteering in the local community are claimed, these same hours cannot also be claimed under hours volunteering to support VCSEs (Ref. TOMs: NT29 & NT17)

**DO Account for employment accurately**

*'FTE' = Full Time Equivalent*

Tenderers should only include the actual time spent on the Contract by their employees. This should be calculated as a 'Full Time Equivalent' (FTE). For example, a project lasting six months and employing only one person has an FTE equal to '0.5'.

Calculating time spent on a project in 'FTE':

- Full time for 1 year     1
- 6 Months                 0.5
- 3 Months                 0.25
- 1 Months                 0.083

- 1 Week\*

0.022

Accounting for people in employment, accurately:

Number of employees	Number to input on the portal (for the total length of the Contract)	Why?
HF1 - No. of local people (FTE) employed on this Contract – <b>to cover only those employed as a result of this contract i.e. employed following award of the contract</b>	<b>3</b> <i>E.g. for 1 local person (FTE) employed during a 3-year contract, please input 3 on the portal</i>	Local people will remain local throughout the Contract and the proxy value reflects the local economic benefits of employment. Hence, you should input your number of local employees for every year of the Contract.
NT3 - No. of employees (FTE) taken on who are long-term unemployed	<b>1</b> <i>E.g. for 1 long-term unemployed person employed during a 3-year contract, please input 1 on the portal</i>	Long-term unemployed people, taken on as a result of the Contract who have previously been claiming Jobseeker’s Allowance (JSA) benefits for at least 12 months preceding the start of their employment contract. After 1 year they are no longer unemployed
NT4 - No. employees (FTE) taken on who are ‘NEETs’ (Not in Employment, Education or Training)	<b>1</b> <i>E.g. for 1 NEET employed during a 3-year contract, please input 1 on the portal</i>	Young (16-24 y.o.), long-term unemployed people, taken on as a result of the Contract, had previously been Not in Employment, Education, or Training (NEET) <u>before</u> the start of their employment contract. They should therefore be accounted <u>only</u> for the year in which they move into employment.
NT5 - No. employees (FTE) taken on who are rehabilitating offenders or ex-offenders (18+ y.o.)	<b>1</b> <i>E.g. for 1 rehabilitating young offender employed during a 3-year contract, please input 1 on the portal</i>	Rehabilitating young offenders, taken on as a result of the Contract, were within their rehabilitation period before the start of their employment contract.  They should therefore only be accounted for during the year in which they move into employment.

<p>NT6 - No. of jobs (FTE) created for people with disabilities</p>	<p style="text-align: center;"><b>1</b></p> <p><i>E.g. for 1 disabled person employed during a 3-year contract, please input 3 on the portal</i></p>	<p>An employee with disabilities is defined as having a physical or mental impairment that has a ‘substantial and long-term effect on their ability to do normal daily activities’.</p> <p>The proxy value reflects the opportunity for them to get into employment, they should therefore only be accounted for during the year in which they move into employment.</p>
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An individual can be both local (HF1) and from a disadvantaged background (NT3/NT4/NT5/NT6). If that is the case, count the individual in both measures (e.g. local and disabled). However, the disadvantaged background measures cannot be double-counted with one-another, so if an individual corresponds to two disadvantaged categories (e.g. an individual being disabled and also an ex-offender), only count them in one of the measures.

**DO Provide good evidence of how you will deliver your social value offers**

When making your social value offers you need to upload evidence on the Portal about how you are going to deliver what you are committing to.

**Example 1:** A Tenderer sets a social value target to deliver some schools talks. (NT8)

**Evidence expected:** Names of schools identified in the local area, a potential contact for each school, what the school talks would be about, confirmation from the school(s) that the talks would be welcome, who within the team would deliver each talk and details of relevant experience to deliver the talks.

**Example 2:** A Tenderer sets a social value target to products/services through local supply chain (NT18)

**Evidence expected:** Evidence that work has been undertaken to identify local companies that can provide services required to support main delivery and that those companies have been contacted and are willing to supply to the main contractor. Evidence should include names and post codes of companies concerned. Note: Same evidence is expected for NT19, except that it should also include DUNs number.

**You will be required to provide evidence against each target you deliver against during contract management** E.g. HR reports, employment records, emails detailing the organisation of an event with contributing organisation, etc.