

LEWISHAM HOMES
SALES AND MARKETING



SALES AND MARKETING SERVICES TENDER

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SECTION A

INVITATION AND INSTRUCTIONS TO TENDER

DEFINITIONS

The words and expressions defined elsewhere in the Tender Documents shall apply equally hereto, except where the context otherwise requires.

Additional definitions of words and expressions, which are not defined elsewhere, or which require re-definition for the purposes of these Instructions to Tenderers, are given below:

“Addendum” and “Addenda”	mean respectively an addendum and all addenda to the Tender Documents as may be issued by Lewisham Homes during the Tender Period in accordance with the provisions of the Tender Documents.
“Contractor”	means the Tenderer awarded a contract as a result of this ITT.
“ITT”	means the Invitation to Tender issued by Lewisham Homes
“Lewisham Homes”, “LH” and “LHL”	mean Lewisham Homes Limited, a subsidiary of the London Borough of Lewisham.
“Tender”	means an offer to perform the Services submitted by a Tenderer in response to the Tender Documents.
“Tenderer(s)”	means any person, corporation, company, partnership or firm acting individually or jointly submitting a Tender to Lewisham Homes for the performance of the Services, either singly or collectively, as the context requires.
“Tender Submission Date”	means the date specified for the submission of Tenders set out in the ITT.
“Tender Period”	means the period from the date of the ITT until the Tender Submission Date.

INVITATION TO TENDER

1. INTRODUCTION

- 1.1. Lewisham Homes Limited, a wholly owned subsidiary of the London Borough of Lewisham hereby invites sealed written tenders for the provision of Sales and Marketing Services.
- 1.2. This Invitation to Tender together with the other Tender Documents specifies the requirements alongside the terms and conditions of the Tender to be complied with by Tenderers in preparing and submitting Tenders.
- 1.3. The requirements of the Tender Documents shall be strictly complied with and shall not be modified by Tenderers.

2. BACKGROUND

- 2.1. Lewisham Homes Limited (LHL) was created as an Arm's Length Management Organisation (ALMO) in January 2007. It is a non-profit making company limited by guarantee, and the London Borough of Lewisham (LBL) is the sole member. The organisation is responsible for managing around 13,200 tenanted and 4,800 leasehold properties.
- 2.2. LH has entered into construction contracts with contractors Bonds Builders and the project to which this specification relates to is currently under construction.
- 2.3. The London Borough of Lewisham has a strategic target to commence construction of 500 new affordable homes by 2018, and LH will deliver the majority of these homes on council-owned land with funding from the Housing Revenue Account. As part of our development programme we are also building homes for outright sale, in order to provide cross-subsidy to part fund the development of affordable homes and reduce the pressure on HRA resources.
- 2.4. The 8 properties for which we are currently seeking sales and marketing support are our first outright sale homes, with plans in progress to develop approximately 50 more in later phases. Although as a social housing provider our priority remains the delivery of affordable housing suitable for the needs of Lewisham residents, it is vital that we maximise the receipts from our sales programme in order to generate as much cross-subsidy as possible. The anticipated timescale for the subsequent service delivery by the successful bidder is shown in the below table:

Service	Delivery date
Commencement of Sales and marketing elements of the scope of service	20/06/2017
Marketing strategy to be completed	4/07/2017
Marketing commencement	11/07/2017
Sales progression	11/07/2017
Completion of sales evaluation report	31/12/2017

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We are committed to the delivery of new homes, and beyond the current HRA-funded programme we are also working with the Council on the delivery of a number of larger regeneration opportunities as well as evaluating ways to deliver new homes of a variety of tenures that we will own ourselves.

3. THE SITES

a) Wood Vale, Forest Hill, SE23

- 1.1. The development is situated on the south east side of Buckley Close and to the rear of 182-244 Wood Vale on an existing housing estate. It is located in a predominantly residential area with three primary schools within 1km.
- 1.2. The site was previously occupied by garages and hard standing, and will yield 8 x 3 bedroom houses for outright sale, with 9 x social rented apartments being provided on an adjacent site.
- 1.3. The 8 properties for sale are located in a terrace, and all units have small rear gardens and integrated garages.
- 1.4. The outright sale homes are shown to the south west on the site plan below.
- 1.5. A desktop valuation has been done and valued the houses at £660,000 per unit. This value is subject to change.



4. SUBMISSION OF TENDERS

- 4.1. Sealed Tender submissions comprising the completed Form of Tender together with full pricing details and such other information as required in the Tender Documents are to be sealed in an envelope which is to bear the label provided and delivered by hand or otherwise to reach:

Procurement Department
Lewisham Homes
Old Town Hall
Catford
London SE6 4RU

not later than **12 noon on 02 June 2017.**

(NOTE: Royal Mail deliveries to Lewisham Homes are made centrally to a different location and LH accepts no liability for the late or non-receipt of any Tender should this carrier be used.)

- 4.2. No unauthorised alteration or addition should be made to the Form of Tender or any other part of the Tender Documents. Tenders must not be qualified in any way and must be submitted strictly in accordance with the Tender Documents. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering a Tender equivocal and/or placing it on a different footing from other Tenders.
- 4.3. Tenderers shall submit their Tenders as follows:
- (i) ONE full copy on Memory Stick (in a single PDF file);
 - (ii) TWO identical hard paper copies.

All copies of Tenders are to be identical and complete.

Note: Electronic submissions by e-mail will NOT be accepted.

5. TENDER DOCUMENTS

- 5.1. The Tender Documents consist of the following:

SECTION

- A. Invitation and instructions to Tender
 - B. Specification
 - C. Conditions of Contract
 - D. Evaluation Methodology
 - E. Response Document (including method statement, price schedule and Form of Tender)
- 5.2. Tenderers shall be deemed to have fully satisfied themselves as to the completeness and adequacy of the Tender Documents. In connection with this, Tenderers should check the numbering of pages and advise if any are found to be missing or in duplicate.
- 5.3. The Tenderer is advised to ensure that it is fully familiar with the nature and extent of the obligations to be accepted by it if its Tender is accepted.

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- 5.4. Should the Tenderer be in any doubt as to the interpretation of any part of the Tender Documents or require further information, it should write before the submission of its tender to the LH contact (shown in 16 below) who will try to answer the inquiry before the Tender Submission Date.
- 5.5. For the purposes of this provision, communications by facsimile transmission or email will be sufficient provided that copies of all communications are also sent by post. The LH Contact may circulate any written inquiry and reply to all other Tenderers.
- 5.6. Information supplied by Lewisham Homes is given in good faith. The Tenderer must satisfy itself by its own investigation of the accuracy of any such information and no responsibility is accepted by Lewisham Homes for any inaccurate information obtained by the Tenderer.
- 5.7. No claim will be entertained nor liability admitted in respect of errors in tendering or consequent loss due to failures to comply with the foregoing.
- 5.8. Lewisham Homes reserves the right to change the procedure for the procurement or to terminate discussions and the delivery of information at any time before the contract is signed. At its discretion, Lewisham Homes may either waive or insist on strict compliance with any requirement set out in this ITT.
- 5.9. These Tender Documents and all information supplied by Lewisham Homes about them shall be regarded as confidential by the Tenderer, except that such information may be shown for obtaining sureties and quotations necessary for the preparation of the Tender.
- 5.10. Tenderers should note that Lewisham Homes is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), where members of the public or any interested party may be able to make a request for information to Lewisham Homes. In the event that it is determined by the relevant authority to be subject to the requirements of the FOIA, Lewisham Homes highlights the following:
 - 5.10.1. Lewisham Homes will consider the disclosure of any information, including price quotes, contained in the tender documents and/or Agreement (for both successful and unsuccessful Tenderers), subject to the exemptions of the FOIA.
 - 5.10.2. If a Tenderer considers that all or any part of their Tender and/or any specific information contained therein is commercially sensitive or constitutes a "trade secret", or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA, the Tenderer must:
 - (i) Ensure that each document and/or specific information is clearly identified as confidential to Lewisham Homes, explain the potential implications of disclosure of such information; and provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive ; and

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- (ii) In respect of each document and/or specific information identify the particular FOIA exemption that the Tenderer claims applies in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the Department of Constitutional Affairs Code of Practice (the "Code") under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable tenderers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Information Commissioner's website at www.informationcommissioner.gov.uk.

Tenderers should be aware that, even when they have identified relevant documents and/or information and claimed exemption pursuant to Section 8.3.2, the Client has complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA.

5.11. Tenderers shall at all times:

5.11.1. Comply with the Data Protection Act 1998 (as amended from time to time) (the "DPA").

5.11.2. Maintain the confidentiality of personal data to which it has authorised access pursuant to the ITT;

5.11.3. Indemnify Lewisham Homes and keep Lewisham Homes indemnified against loss, destruction or procuring of data contrary to the DPA by the Tenderer, its servants or agents;

5.11.4. In accordance with paragraph 12 of Part 2 of Schedule 1 to the DPA:

- (i) Process any personal data supplied to the Tenderer by the Client only in accordance with the Client's written instructions; and

- (ii) Comply with obligations equivalent to those imposed by a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

5.12. The Tender Documents are and remain the property of Lewisham Homes, and must be returned upon demand. The documents may not be copied without the written consent of Lewisham Homes.

6. EXTENT AND FULLNESS OF TENDERS

6.1. Tenders must be submitted for the whole of the Services in accordance with the requirements of these Tender Documents and a Tender for only part of the Services will be rejected.

6.2. The cost of complying with any or all of the requirements detailed in the Tender Documents will be deemed to be included within a Tender. The Tender will also be deemed to include all profit and any other overhead and establishment costs necessary (including examining and assessing the quantities of equipment and the prevailing working conditions at each and all of the Sites) whether or not described in

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the Tender Documents, excepting only those items which have been specifically described and for which individual rates have been shown.

- 6.3. The Tenderer shall be deemed to have satisfied itself as to local conditions, the nature and full extent and character of the Services to be provided, access to and egress from and accessibility of Lewisham Homes properties, the extent of the staff, materials, vehicles and equipment required in provision of the Services, the effect that public access to and use of Sites will have on the provision of the Services and any other matter that may affect the performance of the Contract.
- 6.4. It is essential that Tenderers fully understand the scope of the Services and the meaning and operation of the envisaged Contract and should satisfy themselves that if they have any queries on these matters that they refer them to the contact given in 16 below before submitting their Tender, as no claim will be entertained on the basis of the Contractor not appreciating the working of a Contract of this nature, or on the grounds that the Services undertaken or required differs from or is greater than or lesser than they envisaged based on the Tender Documents or other information given to them at tender stage.
- 6.5. The fact that the Tenderer has been invited to submit a Tender does not necessarily mean that it has satisfied Lewisham Homes regarding any matter raised prior to tender. Despite having been invited to tender, Lewisham Homes makes no representation regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the Services.

7. TENDER AMENDMENTS

- 7.1. In the event that amendments to the Tender Documents are required then Lewisham Homes will issue an appropriate formal Addendum to all Tenderers as early as possible, but not later than seven (7) days prior to the Tender Submission Date. Any such statement is to be acknowledged prior to the Tender Submission Date.
- 7.2. No servant or agent of Lewisham Homes has authority to vary or waive any part of the tender documents other than the nominated contract manager named under Section 16 who shall only do so in writing.

8. QUALIFICATIONS

- 8.1. No qualification of or amendment to the Tender Documents shall be made other than in accordance with the procedure detailed in 7 above. Any other qualification or amendment made by a Tenderer will be ignored and it will be assumed that the original text stands.

9. ALTERNATIVES

- 9.1. Tenderers are to note that, where manufacturers and sub-contractors are specified, they may propose equivalent alternatives for consideration. In such cases, their tender pricing should reflect the requirements of the Tender Documents with the cost implications (up or down) of any proposed alternatives being clearly and fully detailed in their tender

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10. NOTIFICATION OF INTENDED SUB-CONTRACTORS

- 10.1. The Tenderer is to provide with his Tender full details, including but not necessarily limited to name, size, capacity and experience of any sub-contractor whom he intends appointing to perform any aspect of the services.

11. FORM OF TENDER AND PRICING

- 11.1. The Tender must be made on the Form of Tender attached which must be completed in full in BLACK INK and provide all the pricing and other information requested.

12. PROGRAMME

- 12.1. Subject to confirmation, the Contract shall commence in June 2017 and shall continue until all 8 units are sold. Tenderers are to submit an outline programme with the Tender showing how they would comply with the requirement if appointed.

13. SIGNATORIES

- 13.1. All documents requiring a signature must be signed: -
- a) where the Tenderer is an individual, by the individual;
 - b) where the Tenderer is a Partnership, by two duly authorised Partners;
 - c) where the Tenderer is a Company within the meaning of the Companies Act 2006, by two Directors or by a Director and the Secretary of the Company, such persons being duly authorised for that purpose.

14. TENDER VALIDITY PERIOD

- 14.1. Unless otherwise stated, Tenders are to remain valid and open for acceptance for a period of four calendar months from the Tender Submission Date and thereafter until withdrawn by formal notice in writing to Lewisham Homes.

15. TENDER EVALUATION

- 15.1. Tender evaluation will be undertaken on the basis of the most economically advantageous offer, with both quality and price forming part of the tender evaluation process. The evaluation criteria are set out in Section D (Evaluation Methodology).

16. ENQUIRIES

- 16.1. All enquiries should be submitted to **Sam Faulding Acquisition Project Officer, Lewisham Homes, Old Town Hall, Catford, London, SE6 4RU (Tel: 07753776858 email Samuel.faulding@lewishamhomes.org.uk)** no later than five (5) days prior to the Tender Submission Date.

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17. TENDER COSTS

- 17.1. It is the responsibility of the Tenderer to obtain for itself at its own expense all information necessary for the preparation of its Tender.
- 17.2. Lewisham Homes shall not be liable for any expenses incurred by the Tenderer in the preparation and submission of its Tender, or for any loss suffered by the Tenderer should its Tender not be accepted by Lewisham Homes, or in the event that no contract is placed as a result of this Tender.
- 17.3. Lewisham Homes will not reimburse any Tenderer for the costs incurred as a result of their preparation of a response to this ITT including any activities required to support their tender during the evaluation process, or incur any liability to any Tenderer for their efforts in responding in any way to this ITT.
- 17.4. No subsequent claim on the grounds of insufficient or inaccurate information or any failure to have ascertained at the Tender stage the full nature of the Services and the need to work closely with Lewisham Homes, its residents and their representatives, and other contractors will be entertained.

18. TENDER DISQUALIFICATION

18.1. If the Tenderer: -

- a) fixes or adjusts the Tender by or according to any agreement or arrangement with any other person, group or Tenderer;
- or
- b) communicates to any person other than Lewisham Homes the amount or approximate amount of the prices shown in its Tender, except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the Form of Tender, or for the purposes of insurance referred to in these Tender conditions;
- or
- c) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender;
- or
- d) offers or agrees to pay or give or does pay or give any sum of money, inducement or consideration whether directly or indirectly to any individual or group for doing or having done or having caused to be done or refraining from doing anything in relation to any other Tenderers or any other person's proposed Tender;
- or
- e) shall have offered, given or agreed to give any person, any gift or consideration of any kind as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with Lewisham Homes, or if the like acts shall have been done by any person employed by the Tenderer or acting on its behalf (whether with or without the Tenderer's knowledge) or if, in relation to any Contract with Lewisham Homes, the Tenderer or any person employed by that Tenderer or acting for them shall have committed an offence under the Bribery Act 2010, or shall have given any fee or reward, the receipt of which is an offence under Section 117 of The Local Government Act 1972;

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then such a Tenderer shall be disqualified and their Tender may accordingly be rejected by Lewisham Homes at its sole option, provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to Lewisham Homes or any criminal liability which conduct by a Tenderer may attract.

18.2. The Tender will further be rejected at the option of Lewisham Homes if: -

- (i) the Form of Tender and accompanying documents are not according to the Tender Documents or are in breach of any clause contained therein;

or

- (ii) the Tenderer submitting the Form of Tender makes or attempts to make any variation or alteration to the Conditions, Schedules, Specification or any other Documentation or incorporates any of its own Conditions;

or

- (iii) the Form of Tender contains any omissions.

19. TENDER ACCEPTANCE

- 19.1. Forthwith upon the written acceptance of a Tender or part thereof by Lewisham Homes, the Tenderer shall execute, as a deed, a contract.
- 19.2. If the Tenderer shall fail to comply with any the provisions of 18.1 above, Lewisham Homes may (without prejudice to any other right or remedy available to it), terminate the Agreement by notice to the Tenderer having immediate effect.
- 19.3. The successful Tenderer will be required to attend meetings up to three months prior to the commencement of the Service to plan the setting up and operation of the Contract.

20. INDICATIVE APPOINTMENT TIMETABLE

Activity	Date
ITT issued	19/05/2017
Tender Submission Date	02/06/2017
Tender Evaluation	08/06/2017
Tender Acceptance/Formal Contract Award	20/06/2017
Contract Commencement Date	21/06/2017

NOTE: This timetable is provided for information purposes only and may be subject to change without notice.

21. DISCLAIMER

21.1. The materials in this ITT and accompanying documents reflect Lewisham Homes' current view of the Services. Lewisham Homes reserves, at its discretion, the right to amend such materials as it considers appropriate from time to time. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

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- neither Lewisham Homes nor any of its advisers accept any liability, responsibility or duty of care to anyone other than Lewisham Homes for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which this ITT relates;
- neither Lewisham Homes nor any of its professional advisers make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any Tenderer, funder, other interested person or their professional advisers;
- nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, make a Tender or enter into the Agreement or any other related agreement;
- this ITT is not intended to provide a basis for any investment decision and should not be considered as a recommendation by Lewisham Homes or any of its advisers;
- neither this ITT nor any information supplied by Lewisham Homes or any of its advisers should be relied on as a promise or representation as to the future; and
- this ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

21.2. Lewisham Homes does not bind itself to accept the lowest or any tender submitted and reserves exclusively to itself the right at its absolute discretion to accept or not to accept any tender submitted. (See 17.2 above.)

SECTION B

SPECIFICATION

1. Introduction

- 1.1. This specification sets out the services for the sales and marketing support for the outright sale of (8) properties and forms part of the contract. The Provider shall ensure that the Service delivered complies with the standards set out in this Specification and all other Contract Documents.

2. Scope of Service

- 2.1. All services, both sales and marketing, are required to be provided for all eight of the properties until they are all sold. The sub-headings below are for reference only and tenderers should set out in their proposal how they would deliver these services plus any additional services that they feel would be appropriate.
- 2.2. We would expect the marketing to be a one off fee that takes into account the marketing for the life of the sales programme, and the sales aspect to be a percentage of the unit price.

2.3. Marketing:

The provider shall:

- Produce a marketing strategy to include proposals and timelines of appropriate marketing collateral and promotion along with expected sales rates. Also setting out how the development will be promoted across a range of media throughout the life of the project
- Provide recommendations for marketing suite and show homes
- Comment on design, finishes and specifications in so far as these may still be amended
- Advise on mortgageability of units and current availability of mortgage products
- Implement digital and media marketing strategy, using high quality appropriate marketing material
- Maximise the awareness of the development by producing appropriate marketing collateral which should include, but is not exhaustive to:
 - i. Micro site- maintained and updated by the agent
 - ii. Online advertising, through popular estate agency websites such as Rightmove
 - iii. Brochures
 - iv. Use of mailing lists
 - v. Social media
 - vi. Local branches
 - vii. Use of launch events
 - viii. Leaflets
 - ix. Email campaigns
 - x. Press releases as appropriate.
 - xi. Hoardings
 - xii. Site signage
 - xiii. Banners and arrow boards
- Provide monthly and quarterly reports and advice to the client on local market intelligence on:

- i. Asking prices
- ii. Ongoing competitor analysis

2.4. Sales

The provider shall:

- Assess the local target market and comparable developments
- Ensure marketing material accurately represents plot numbers and postal addresses
- Assess the ability of interested purchasers to proceed with purchasing properties and make recommendations to LH on offers received
- Arrange and carry out viewings with potential purchasers
- Manage leads and enquiries
- Keep show home well-presented and attractive to potential buyers
- Liaise with the contractor to ensure the building site and show home is well presented
- Arrange and manage open days and launch events
- Work within established price parameters set out by the client when negotiating prices with prospective buyers. These parameters may change throughout the life of the development.
- Liaise with LH's appointed solicitors and coordinate information provided by LH for set up of legal packs
- Prepare sales reports updated weekly. To include monitoring information on:
 - i. Expressions of interest made
 - ii. Number of viewings
 - iii. Number of reservations
 - iv. Updates on the sales progressing
- Provide analysis of feedback from visitors and purchasers
- Sales administration and monitoring of sales and reporting to Project Manager
- Take reservations, issue offer letter and memorandums of sale to the LH solicitor and chase mortgage valuations
- Keep prospective buyers up to date with changes to completion dates and manage expectations
- Carry out proactive sales progression, liaising with customers, solicitors, IFAs and others as required to ensure sales are completed within the shortest possible timescales
- Work with stakeholders throughout the sale process:
 - i. The buyer
 - ii. Contractor
 - iii. Mortgage Adviser
 - iv. Conveyancer
 - v. Any other relevant party
- Attend snagging and handover from contractor and contribute to the identification of defects
- Handover property to purchaser at completion of sale, including a walk around introducing buyer to the property.

- Ensure purchaser is aware of how to pursue defect with the contractor and take meter readings at completion.
- Produce an evaluation report at the end of the sales period making recommendations for any product or process improvements.

3. Project Team

The Lewisham Homes project team for this stage will be as follows:

Acquisition Project Officer – lead Lewisham Homes contact for this contract. First point of contact for:

- Approval of marketing and sales strategy
- Any marketing collateral
- Reporting and updates
- First point of contact for when offers are made
- Any issues with all stakeholders involved in the process

At times the provider may also need to liaise with the Head of Development and Development Project Manager as they will be the – principal interface for the multi-disciplinary project team and client for the construction phase.

4. Payment

4.1. The provider shall submit invoices for payment as stated in the contract which shall be agreed with LH in advance of submission. The invoice should state the following:

- Project name
- Value to date
- Less amounts previously paid
- Total payment
- VAT at the current rate
- Gross total

4.2. The provider may submit electronic invoices.

SECTION C
CONDITIONS OF CONTRACT



GENERAL TERMS AND CONDITIONS

1 Overall Aim

- 1.1 Lewisham Homes and the Provider are both committed to providing service users with high quality Services at a fair price and we recognise the need for continuous improvement in economy, efficiency and effectiveness and aim to work together in a spirit of co-operation with a view to ensuring best value is achieved.

2 Provision of the Services - Your Obligations

- 2.1 You agree that you will provide the Services in accordance with the terms of this Agreement and any reasonable requests of Lewisham Homes. You will comply with all relevant Legislation, government best practice and standards and Lewisham Homes' Rules including in particular:
- 2.1.1 The Equality Act 2010, (and insofar as they remain in force - the Race Relations Act 1976 (as amended), the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Disability Discrimination Act 2005) and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body;
 - 2.1.2 the Health and Safety at Work Act 1974 in order to protect the health and safety of your personnel and those of the Council and all other people and to adopt safe methods of work;
- 2.2 You will provide the Services in a good, safe and competent manner and free from dishonesty

and corruption and in a manner which is not, and is not likely to become, injurious to health or detrimental to the environment or the image and reputation of Lewisham Homes and will ensure that the Lewisham Homes' interests are protected at all times.

- 2.3 You will, so far as you can, operate an equal opportunities policy which complies with the practical guidance and recommendations contained in the Equalities and Human Rights Commission codes of practice.
- 2.4 You will supply Lewisham Homes with all such assistance, information and documentation as Lewisham Homes shall reasonably require for the purpose of compliance with our obligations under Best Value and the Human Rights Act 1998, and any obligations imposed by any external funder of these services.

3 Payment and Invoicing

- 3.1 We will pay the Fee to you in accordance with the Payment Periods set out in the Specific Terms.
- 3.2 At each Payment Period you will give the Authorised Officer an invoice recording all time spent, work done and the Fee due. The Authorised Officer will consider and verify the invoice in a timely fashion and without undue delay and we will pay any undisputed invoice within 28 days of verification by the Authorised Officer.
- 3.3 Lewisham Homes will notify you as soon as possible if we become aware that any of the Services are not being provided in accordance with this Agreement and you will be given a reasonable period to rectify the position. If rectification does not occur within the period specified, the Authorised Officer will not make a payment in respect of those Services identified on any invoice and will give you written reasons.
- 3.4 If Lewisham Homes makes a payment late you may claim interest on that late payment at 4% over the Bank of England Base Rate for the unpaid period.
- 3.5 We will pay VAT on the Fee at the appropriate rate upon receipt of a formal VAT invoice.
- 3.6 If Lewisham Homes and the Provider agree to vary or extend this Agreement any additional Fee or applicable hourly rates will be agreed between us and set out in writing before any additional services are provided.
- 3.7 During the Period of Appointment, on the anniversary of the contract start date, Lewisham Homes may agree a variation in the Fee in line with a percentage equivalent to the overall percentage increase or decrease of the Consumer Prices Index as published by the Central Statistical Office.
- 3.8 The Provider must include requirements to the same effect as clause 3.2 and this clause 3.8

within any sub-contract entered into for the provision of all or part of these Services.

4 Staff

- 4.1 The Providers' Representative appointed by you is identified in the Specific Terms. They are your authorised representative and are entitled to act on your behalf and receive any notices or information regarding these Services from Lewisham Homes. They should be reasonably contactable by the Authorised Officer and able to attend meetings. Any change in your Representative must be immediately notified to Lewisham Homes in writing and any replacement Representative must have equivalent experience and qualifications.
- 4.2 If you have identified specific staff to provide these Services, those staff shall not be changed without notifying us and confirming that their replacements have equivalent skills and experience by supplying copies of their CVs. There must be a sufficient number of appropriately trained and skilled staff and supervisors available at all times. You will use reasonable endeavours to ensure that all members of your staff are properly and sufficiently qualified, reference checked, competent, skilled, honest and experienced to carry out these Services, and at all times exercise proper care in the execution of their duties and tasks.
- 4.3 Lewisham Homes shall be entitled to interview any proposed replacement and may object to any such proposed appointment within 5 working days of being informed of or meeting such replacements, and, if in its reasonable opinion, the replacement is not suitable, they may insist on removal from the contract.
- 4.4 You must carry out all appropriate checks with the Disclosure and Barring Service and any other relevant statutory checks on all staff or potential staff who are to provide these Services to ensure they are fit and suitable to provide the Services. If having carried out such checks, you are unsure as to the fitness or suitability of a particular person to provide these Services, you will discuss the matter, on an anonymised basis with the Authorised Officer and agree the course of action to be taken.
- 4.5 You must take prompt appropriate disciplinary action against any employee who is engaged or is alleged to be engaged in gross misconduct.
- 4.6 All your employees providing these Services shall provide information in accordance with the Rehabilitation of Offenders Act 1974 and the Rehabilitation of Offenders Act (Exceptions) Order 1975 about convictions which would otherwise be spent.
- 4.7 Lewisham Homes may reasonably require you in writing to remove any member of staff employed or used by you to provide the Services. Upon receiving such notification you will ensure that the specified person is removed and replaced as soon as possible, and in any event

not later than the period of time set out in the Specific Terms after notification. Lewisham Homes shall not be liable to you or to the specified person in respect of any costs, expenses, liability, loss or damage caused by this removal.

- 4.8 You will comply with the Lewisham Homes' Safeguarding Policies as set out in Schedule 1 and the documents appended to this Agreement.
- 4.9 Unless in response to an openly advertised recruitment process, during this Agreement, and within 12 months of its termination, neither party shall approach or make offers of employment to or engage any member of each other's staff engaged or employed in connection with this Agreement without having first obtained the written consent of the other.
- 4.10 This Agreement is a contract for the provision of services and nothing in this Agreement is intended to create any employment relationship between Lewisham Homes and the Provider or any of your employees or authorised representative who are entitled to act on your behalf.

5 Information

- 5.1 **Information from Lewisham Homes** - We will supply you without charge and within a reasonable time all necessary and relevant information and shall give you reasonable assistance required to carry out the Services.
- 5.2 **Final Report** - You will provide us with a final project report at the end of the Period of Appointment (in a format to be agreed by both parties) with supporting documentation (monitoring forms for participants etc) to enable us to monitor the provision of the Services and the achievement of any agreed outputs and outcomes.
- 5.3 **Confidential Information** – Neither party will, whether during or after this appointment, disclose or allow to be disclosed to any person (except on a confidential basis to professional advisers) any confidential information acquired in the course of carrying out duties under this Agreement, except as may be required or permitted by law.
- 5.4 **Monitoring** - You will operate effective systems to monitor and report back on the performance of the Services to Lewisham Homes (a) in a format and timetable to be agreed at the Start Date. OR (b) in accordance with the specific requirements identified in the Specific Terms.
- 5.5 **Inspection** – During the Period of Appointment and for six years afterwards, you will give to Lewisham Homes, our auditors, and Lewisham Homes' Representatives such information, explanations and access to and copies of any documents as may reasonably be required to satisfy themselves as to your compliance with the terms of this Agreement.

- 5.6 **Co-operation** – You will, in performing your obligations under this Agreement, liaise with and co-operate with all officers of Lewisham Homes and other contractors appointed to undertake duties on behalf of Lewisham Homes. You shall comply with all reasonable instructions issued by the Authorised Officer.
- 5.7 **Complaints handling** - You will deal with any complaints promptly, courteously and efficiently and will notify Lewisham Homes in writing of all complaints received and the steps you have taken in response to them, within 5 working days.
- 5.8 **Publicity** - You may not undertake any publicity or place any advertisement referring to Lewisham Homes without our prior written agreement.
- 5.9 **Copyright** - All copyright or other intellectual property rights in all work created or produced by you under this Agreement shall be your property. You hereby grant Lewisham Homes, and/or any third party which performs services on behalf of Lewisham Homes, a non-exclusive, perpetual, transferable, royalty free licence to use such work Lewisham Homes' business that is reasonably related to the Services. You also warrant that any document or design produced by you under this Agreement is your original work which does not infringe the copyright, design right, moral right or any other rights of any third party, and that no claims of such infringement have been made or are the subject of litigation actual or threatened.
- 5.10 **Data Protection**
- 5.10.1 Both parties undertake that we will comply with our respective obligations, whether data controller, data processor or otherwise under the Data Protection Act 1998 ("Data Protection Act") as and when the same are applicable to this Agreement and that we will comply with the additional obligations of confidentiality applying to any personal data controlled and/or processed by us under this Agreement.
- 5.10.2 You will indemnify Lewisham Homes and keep Lewisham Homes indemnified against any damages, losses, liabilities, claims, actions, costs, deductions and expenses arising as a result of any breach you, your employees, sub-contractors or agents, of your obligations under this Condition 5.10
- 5.10.3 Where Lewisham Homes is data controller for any personal data processed by you under this Agreement as data processor you will:
- act only on instruction from Lewisham Homes as data controller, and
 - Take appropriate technical, operational and security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

5.10.4 Each party undertakes to the other that we will not knowingly place the other in breach of that other party's obligations under the Data Protection Act.

5.11 Information Requests

5.11.1 You accept that Lewisham Homes is obliged to comply with information legislation including the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004, Aarhus Convention and Audit Commission Act 1998. You will assist Lewisham Homes to comply with our obligations under this information legislation. This includes helping Lewisham Homes comply with our obligation to respond to requests for information within statutory deadlines; and providing information to Lewisham Homes where Lewisham Homes requests.

5.11.2 Lewisham Homes is entitled to disclose information unless we believe that the information is exempt or excluded under the legislation or the legislation does not apply. For example where information is provided in confidence; the information is a trade secret; or where release is likely to prejudice commercial interests. Lewisham Homes will decide, acting reasonably, whether information requested is to be disclosed or not. Lewisham Homes will where reasonably practicable consult you and will consider any representations made you. Lewisham Homes shall not be liable for any loss or other detriment caused by the disclosure of any information.

6 Insurance, Indemnity and Liability

6.1 You must maintain a comprehensive policy or policies of insurance to cover your liability under this Agreement and will give us appropriate evidence of the insurance policy or policies upon written request of at least the minimum amount set out in the Specific Terms.

6.2 You shall, subject to clause 6.3 below, be responsible for and shall release and indemnify us on demand from and against all liability which may arise out of, or in consequence of the performance or non-performance by you of your obligations under this Agreement or your negligence or a breach by you or your obligations under this Agreement for:

6.2.1 Death or personal injury

6.2.2 Loss of or damage to any property (whether tangible or intangible), including property belonging to Lewisham Homes;

6.2.3 Actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis)

6.3 You will not be liable to indemnify Lewisham Homes for any claims made under clause 6.2.2

and 6.2.3 in respect of that part which exceeds any cap figure included in the Specific Terms.

6.4 For the avoidance of doubt, the indemnities provided in Clauses 6.2. above shall cover any costs, charges or expenses (including legal expenses on an indemnity basis) that are incurred by Lewisham Homes in relation to any claims, demands or actions that may arise out of, or in consequence of the performance or non-performance by you of your obligations under this Agreement or your negligence or a breach by you of your obligations under this Agreement.

6.5 You shall not be responsible or obliged to indemnify us for any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of Lewisham Homes or by the breach by Lewisham Homes of its obligations under this Agreement.

7 Dispute Resolution

7.1 We will both endeavour to resolve any disputes by discussion and agreement. If any dispute cannot be resolved by the Providers' Representative and the Authorised Officer within five (5) working days, the matter shall be referred to more senior officers or managers representing both parties. If the dispute is not resolved within ten (10) working days, either party may refer the dispute to mediation in accordance with the current Model Mediation Procedure of the Centre for Effective Dispute Resolution (CEDR).

7.2 If a dispute is referred to CEDR the parties shall co-operate fully with any mediator appointed and will bear their own costs and one half of the fees and expenses of the mediation (unless a different agreement is reached in the mediation).

7.3 Neither party may start legal proceedings until the mediation is complete, abandoned or fails to resolve the dispute.

7.4 In the event that this Agreement is or is deemed to be a construction contract within the meaning of the Housing Grants Construction and Regeneration Act 1996, then if either party shall refer any dispute to adjudication, the adjudication shall be carried out pursuant to the TeCSA Adjudication Rules.

8 Termination

8.1 This Agreement will end on the completion of the Period of Appointment unless terminated early in accordance with Condition 8 or extended by agreement of both parties.

8.2 Either party may, following discussions with the other, terminate this Agreement, or part thereof, by one month's written notice if you have seriously failed to deliver the Services or are in material breach of this Agreement or if we have persistently failed to comply with our payment obligations in Condition 3;

- 8.3 Lewisham Homes may by written notice having immediate effect terminate this Agreement, or part thereof, if you:
- 8.3.1 suffer any distress or execution to be levied, commit an act of bankruptcy, make any composition or arrangement with creditors, have a receiver appointed or go into liquidation; or
 - 8.3.2 or any employee or any other person acting on your behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with Lewisham Homes; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have offered or given any fee or reward to any officer of Lewisham Homes which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof; or
 - 8.3.3 make any fraudulent claims.
- 8.4 Lewisham Homes may terminate this Agreement, or part thereof, by giving you three months' written notice.
- 8.5 On the early termination of this Agreement, Lewisham Homes will pay you a fair and reasonable proportion of the Fee for the Services which you have provided (less any amounts previously paid). If you have already received payment for Services which have not been provided, you will immediately repay those sums to Lewisham Homes. Where this Agreement is terminated under Condition 8.2 or 8.3 Lewisham Homes may claim from you any additional costs incurred by providing the Services ourselves or arranging for some one else to provide them.
- 8.6 Lewisham Homes shall have no liability for any consequential loss incurred by you as a result of early termination of this Agreement under Clause 8.2 and 8.3. Where this contract is terminated by notice under Clause 8.4, you may submit a written claim, with such evidence as is reasonably necessary, to Lewisham Homes for your reasonable direct costs of early termination. You are however under a duty to take all reasonable steps to mitigate any loss incurred.
- 8.7 On termination of this Agreement you will give to Lewisham Homes all correspondence, documents, specifications, papers and property belonging to us that are in your possession.
- 8.8 Termination of this Agreement shall be without prejudice to either party's rights or remedies in respect of any default or breach of contract, which may have arisen prior to the date of termination.

9 Miscellaneous Provisions

- 9.1 **Assignment and Subcontracting** – You will not assign or sub-contract any of your obligations under this Agreement without the prior written agreement of Lewisham Homes which will not be unreasonably withheld.
- 9.2 **Notices** - Any notice or other communication given under this Agreement shall be in writing and may be delivered by hand, 1st Class Post, Recorded Delivery or Special Delivery or by facsimile Transmission or Electronic Mail and then confirmed by letter to the address or number notified by either party for this purpose. Unless the contrary is proved, any such notice or communication shall be deemed to have been given to and received by the addressee:
- 9.2.1 if delivered, at the time it is left at the address of or handed to a representative of the party to be served;
- 9.2.2 if sent by post, 2 working days following the date of posting;
- 9.2.3 if sent by fax, 1 working day following the date of transmission.
- 9.3 **Waiver and cumulative rights** - No failure or delay by either party to exercise any right, power, privilege or remedy under this Agreement shall operate as a waiver. All such rights, powers, privileges and remedies are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available at law or in equity.
- 9.4 **Whole contract** - This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings, whether written or oral, relating to the subject matter of this Agreement. It may not be varied except in writing, signed by both parties.
- 9.5 **Severance** - If any provision of this Agreement is declared by any judicial or other competent authority to be voidable illegal or otherwise unenforceable it shall not affect any other provision of this Agreement which shall remain in full force and effect.
- 9.6 **Continuation of obligations** - The provisions of clauses 5.3, 5.5, 5.6, 5.8, 5.9, 6, 8 and 9 of this Agreement shall continue in force notwithstanding the termination or expiry of this Agreement.
- 9.7 **Agency** – You are not and shall in no circumstances hold yourself out as being a servant or agent of Lewisham Homes.
- 9.8 **Contracts (Rights of Third Parties) Act 1999** - Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

9.9 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Schedule One – Safeguarding Provisions

Lewisham Homes Mission Statement

The welfare of the people who come into contact with the services we provide, either directly or indirectly, is paramount and all our staff have a responsibility to ensure that best practice is followed, including compliance with statutory requirements.

Our priority and responsibilities:

- Providing a safe environment and escalating concerns where this is not the case
- Creating a culture which recognises and understands the importance of safeguarding
- Identifying those who are suffering or likely to suffer significant harm and referring immediately any concerns to the relevant individual to be taken forward by the local authority (social care services).
- Having systems and processes that ensure vulnerable persons are kept safe
- Identifying instances in which there are grounds for concern about a residents welfare, and initiating or taking appropriate action to keep them safe
- Contributing to effective partnership working between all those involved with providing safeguarding services.

Supplier responsibilities:

1. The Supplier shall make the necessary arrangements to ensure compliance with all Laws relevant to the duty to safeguard and promote the welfare of vulnerable adults and children in the delivery of all aspects of the Service including but not limited to the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012) The Mental Health Act 1983, The Mental Capacity Act 2005 and The Care Act 2014
2. The Supplier shall make the necessary arrangements to ensure compliance with registration requirements with the Disclosure and Barring Service, and provide evidence on request to Lewisham Homes
3. To fulfil the commitment to safeguard and promote the welfare of vulnerable adults, the Supplier shall have:
 - (a) Clear priorities for safeguarding and promoting the welfare of vulnerable adults explicitly stated in strategic policy documents;
 - (b) A clear commitment by senior management to the importance of safeguarding and promoting vulnerable adults' welfare;
 - (c) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of vulnerable adults;
 - (d) Recruitment and human resources procedures that take account of the need to safeguard and promote the welfare of vulnerable adults;

- (e) Procedures for dealing with allegations of abuse against members of staff and volunteers;
- (f) Arrangements to ensure all of the Supplier's Staff undertake appropriate training and refresher training to enable them to carry out their responsibilities effectively;
- (g) Policies for safeguarding and promoting the welfare of vulnerable adults and procedures that are in accordance with guidance and locally agreed inter-agency procedures;
- (h) Arrangements to work effectively with other organisations to safeguard and promote the welfare of vulnerable adults including sharing of information;
- (i) A culture of listening to and engaging in dialogue with vulnerable adults; and
- (j) Appropriate whistle-blowing procedures.

Safeguarding Children

4. The Supplier shall make the necessary arrangements to ensure compliance with Section 11 of the Children Act 2004 (the duty to safeguard and promote the welfare of children) in the delivery of all aspects of the Service and Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012).
5. To fulfil the commitment to safeguard and promote the welfare of children, the Supplier shall have:
 - (a) Clear priorities for safeguarding and promoting the welfare of children explicitly stated in strategic policy documents;
 - (b) A clear commitment by senior management to the importance of safeguarding and promoting children's welfare;
 - (c) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children;
 - (d) Recruitment and human resources procedures that take account of the need to safeguard and promote the welfare of children;
 - (e) Procedures for dealing with allegations of abuse against members of staff and volunteers;
 - (f) Arrangements to ensure all of the Supplier's Staff undertake appropriate training and refresher training to enable them to carry out their responsibilities effectively;
 - (g) Policies for safeguarding and promoting the welfare of children and procedures that are in accordance with guidance and locally agreed inter-agency procedures;
 - (h) Arrangements to work effectively with other organisations to safeguard and promote the welfare of children including sharing of information;
 - (i) A culture of listening to and engaging in dialogue with children; and
 - (j) Appropriate whistle-blowing procedures.

Reporting to Lewisham Homes concerns

The Supplier will report any safeguarding concerns to Lewisham Homes Safeguarding Coordinator via safeguardinglewishamhomes@lewishamhomes.org.uk inbox. The Supplier will inform the Team Leader they are working with a referral has been made to the safeguarding inbox.

Specific Terms

AGREEMENT FOR THE PROVISION OF SALES & MARKETING SERVICES

DATE:

MADE BETWEEN:

- (1) **[REGISTERED NAME]** of [registered office or principal place of business if unregistered] (the “Provider” also referred to as “You” or “you” in this Agreement); and
- (2) **LEWISHAM HOMES LIMITED** of Old Town Hall, Catford Road, SE6 4RU (“Lewisham Homes” also referred to as “We” or “we” in this Agreement).

The parties agree that this Agreement is made up of:-

SPECIFIC TERMS
GENERAL TERMS AND CONDITIONS
SPECIFICATION [including Safeguarding Policies]
[PROVIDERS PROPOSAL DATED]
[list any other documents to be included]

SPECIFIC TERMS

Authorised Officer	Sam Faulding who is your primary contact in Lewisham Homes
Lewisham Homes Rules	Means all relevant Lewisham Homes policies, rules, codes, procedures, orders and codes of practice
Description of Services to be provided	Sales and Marketing as set out in more detail in Section B – Specification
Fee (excluding VAT)	£[●] which we will pay to you in the instalments and intervals set out in the Payment Periods
Indexation	Clause 3.7 will not apply to this Agreement
Insurance	The minimum amount of cover required for this Agreement is:- Employers Liability Insurance: £10m Public Liability Insurance: £5m Professional Indemnity Insurance: £5m
Legislation	Means all relevant Acts of Parliament, statutory regulations, order, guidances and codes of practice including any subsequent amendments or comparable legislation
Liability	Clause 6.3 will not apply to this Agreement

Monitoring	Clause 5.4 (a) applies [or] Clause 5.4 (b) applies and the specific reporting requirements are [●] (To be negotiated)
Payment Periods	Quarterly in arrears as follows: Sales Upon completion Marketing *To be negotiated
Period of Appointment	from the Start Date until completion of the Services unless terminated early or extended by mutual agreement
Providers' Representative	[name and contact details], who has overall responsibility for the management of this Agreement
Safeguarding	Clause 4.7 (Safeguarding) is applicable
Staff	Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days
Start Date	21.06.17
Timetable	You will provide the services in accordance with the timetable unless agreed in writing in advance by Lewisham Homes. Persistent failure to meet agreed timescales may amount to a material breach of this Agreement.

References to “the Provider” in this Agreement includes anyone engaged by you to provide these Services including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

Any square brackets in this Agreement shall be deemed to be deleted.

IN WITNESS the parties have entered into this Agreement by signature of their respective duly authorised representatives.

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF LEWISHAM

HOMES

Signed by:

Position:

Signature:

FOR AND ON BEHALF OF THE PROVIDER

Signed by:

Position:

Signature:

FOR AND ON BEHALF OF LEWISHAM

HOMES

FOR AND ON BEHALF OF THE PROVIDER

SECTION D
EVALUATION METHODOLOGY

TENDER EVALUATION CRITERIA

Evaluation of Tenders

This section sets out the methodology that will be used to evaluate Bids received in relation to Sales and Marketing tender.

Evaluation criteria

The evaluation criteria will be as follows:

Overall weightings %	
Quality	70%
Price	30%
Total	100%

A weighted model of 70/30 in favour of quality will be used.

Tender evaluation will be on the basis of the most economically advantageous offer as follows.

Price Assessment (30%)

Tenderers are required to set out a fixed price for marketing and % fee of the selling price for sales as described in Section E – Response document. The tenderers submitted % fee shall be multiplied by the stated indicative sales price. The total of the indicative sales fee will be calculated and added to the tenderers price submitted for marketing to arrive at a total value for price.

The Tenderer with the lowest combined price (sales and marketing) will be awarded 30 points. A calculation is then made to establish the scores of each bid. (Lowest bid divided by each bid and multiplied by 30).

The prices of each bid submitted will not be reviewed until the quality assessment has been completed and agreed.

Quality Assessment (70%)

Tenderers are required to submit responses to five method statement questions contained within section E of these documents. Each question response will be marked out of a total possible score of 5. The scoring will be based on the general principles and descriptions shown in the Table below.

Criteria	Sub criteria	Question ref	Sub Weighting	Criteria Weighting
Experience of delivery and successful projects	Provide 2 case studies	1	40	40
General Approach	The sales Team	3	3	14
	Marketing Collateral	1-2	8	
	Company Profile	4	3	
Project Specifics	<u>Analysis</u>			16
	Sales Target	2	4	
	Target Group	5	4	
	<u>Approach</u>			
	Approach to achieve sales target	2	4	
Approach to reach market group	5	4		
Total				70

The scoring methodology will be as follows with a multiplier (weighting) being applied to give marks out of the totals stated above for each Item:

Assessment	Score	Scoring Description
Cannot be scored	0	No information provided or incapable of being taken forward either because the Supplier does not demonstrate an understanding of our requirements or because the solution is incapable of meeting our requirements
Unsatisfactory	1	Although the Supplier does demonstrate an understanding of our requirements there are some major risks or omissions in relation to the proposed solution to deliver the service and we would not be confident of our requirements being met.
Satisfactory	2	A response which is capable of meeting our requirements but is unlikely to go beyond this.
Good	3	A response which shows that the Supplier demonstrates an understanding of our requirements, has a credible methodology to deliver the service and could evolve into additional benefits.
Very Good	4	A response which shows that the Supplier demonstrates an understanding of our requirements, has a credible methodology to deliver the service alongside a clear process and plan to deliver additional benefits and deliver value.
Excellent	5	A response which shows how the service can comprehensively be taken to the next level in terms of exceeding our requirements and/or offering significant added value to the Council's overall strategic requirements and objectives

Example: $\frac{\text{Score awarded}}{\text{Maximum score}} \times \text{weighting} = \text{weighted score}$

All weighted scores will be added together to give a total score for that section (criteria weighting). Tenderers' responses to the questions must at least meet an overall score for quality of 35/70 otherwise the Tenderers' proposal may be rejected on the basis of poor quality.

Final Stage - Award decision

The scores for quality and price once calculated will then be added together. The Tenderer that achieves the highest combined score will be accepted as the most economically advantageous submission and recommended for award of the Sales and Marketing Contract.

SECTION E

RESPONSE DOCUMENT

CONTENTS

1. FORM OF TENDER
 2. PRICE SCHEDULE
 3. METHOD STATEMENT QUESTIONS
- APPENDIX A – SALES & MARKETING APPENDICES
- APPENDIX B – DETAILED SITE PLAN
- APPENDIX C – VALUATION REPORT
- APPENDIX D – HOUSE BLOCK GROUND FLOOR PLAN

SECTION E - FORM OF TENDER AND PRICE SCHEDULE

1. FORM OF TENDER

To the Board of Lewisham Homes Limited

I/We, the undersigned, hereby offer to undertake on the acceptance of this Tender to perform, execute, or otherwise provide Sales and Marketing 2017-18 as detailed in the Tender Documents.

I/We, the undersigned, having examined the Tender Documents hereby undertake to carry out the specified duties for the rates, exclusive of VAT but inclusive of printing, postage, travel and any other associated costs, stated in the following Price Schedule.

The Tender shall remain valid in accordance with the provisions of Section A, Item 15 of the Tender Documents.

DECLARATION

I/We understand that if this Tender is accepted I/we will not save as expressly provided in the Conditions of Contract be entitled to and will not withdraw the above offer and undertaking and will subject to and according to the Conditions of Contract and any other accompanying documents mentioned hereinabove carry out any contract administration given to me/us during the Contract Period.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the documents may cause the Tender to be rejected.

I/We agree that this Tender shall remain open for acceptance by you and shall not be withdrawn for four calendar months from the last date specified for the receipt of this Tender. I/We undertake and agree that if this Tender is accepted by you, the said Tender and the Duties and Obligations shall from the date of such acceptance form a binding contract between us.

I/We confirm that if Lewisham Homes decide to accept this Tender in part only, pricing and all other details shall remain unchanged in relation to that part.

I/We declare that details, percentages or amounts of this Tender have not been and will not be

- a) communicated to any other person or body before Lewisham Homes has appointed a Contractor to carry out the Service, the subject of the invitation to submit this Tender;
- or**
- b) adjusted by reference directly or indirectly to the details, percentages or amount of any Tender for the said Service;
- or**
- c) adjusted according to any scheme, agreement or arrangement with any other person or body.

I/We declare that I am/we are not party to any scheme, agreement or arrangement by which any Tenderer for the said Service has been or may be reimbursed by any other Tenderer in respect of the whole or any part of their tendering costs.

I/We acknowledge that you are not contractually bound to consider this Tender and that the issuing of any Tender Documents to me/us did not amount to any form of offer for any purpose.

I/We acknowledge that you are not bound to accept any Tender at all.

I/We confirm that this is a bona fide Tender.

I/We hereby warrant and represent to and undertake with Lewisham Homes that:

- (a) I/we have complied in all respects with the Tender Documents;
- (b) All information, representations and other matters of fact communicated (whether in writing or otherwise) to Lewisham Homes by the Tenderer or its employees concerning its Tender are true, complete and accurate in all respects;
- (c) I/we have not submitted a Tender or entered into the Contract in reliance upon any representation or statement that may have been made by Lewisham Homes;
- (d) I/we have full power and authority to enter into the Contract and carry out the Works.
- (e) I/we agree so far as may be legally enforceable, to comply with the Lewisham Homes Code of Practice for Contractors, Suppliers and Service Providers which may be amended from time to time.

UNDERTAKING

The Tenderer is to refer to Clause 11 of the Instructions to Tenderers

Signed for the Tenderer
(print name(s) in full and in the
case of a company, the position
held by each signatory)

Dated this _____ day of _____ 20 _____

Full name of person, firm or company

Address

Telephone Number

State whether sole proprietor:

****YES/NO**

**** Delete as appropriate**

(In case of partnership)

Full name and address of each partner

PRICE SCHEDULE

Tenderers are required to provide a breakdown for sales and marketing as follows:

- Fixed price fee for marketing element.
- Percentage fee of the selling price for the sales element.

Fixed commission for sales (%):	Fixed price fee for marketing (£):

For evaluation purposes the indicative sales figure of **£660,000** shall be applied to the sales percentage provided by the tenderer.

Method Statement Questions:

1. Provide two case study examples of two new build sale schemes of similar size (8 units, each with an estimated value of £660,000). Your response should include as a minimum the following:
 - Outline of team
 - Target sales
 - Marketing collateral that was used
 - Approach to marketing
 - Outcome of sales
 - Lessons learned and how these might be applied to our project
2. Based on the information provided :
 - Confirm what your expected sales targets would be for this scheme.
 - Explain how you have arrived at that target
 - Describe the approach you would take to achieve those sale targets.
3. Provide Pen portraits of the team who will be working on the project setting out their experience of new build sales and marketing
4. Provide the details of your company, including information on the branches and their locations etc.
5. Using the information provided in relation to this project and drawing from your knowledge and experience including the local market:
 - Confirm the target market for this project
 - Outline why you have arrived at this conclusion
 - Describe the approach that will be taken to reach the identified target market.

APPENDIX A:

Sales & Marketing Site plan, Computer Generated Imagery (CGI) and Furniture Floor Plans

Site Plan:

12-19 Buckley Close

LONDON

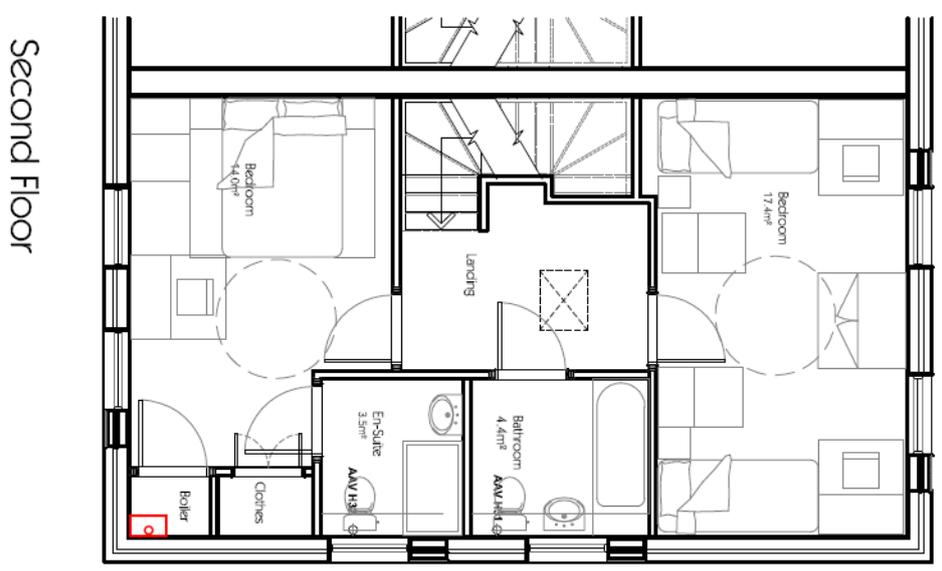
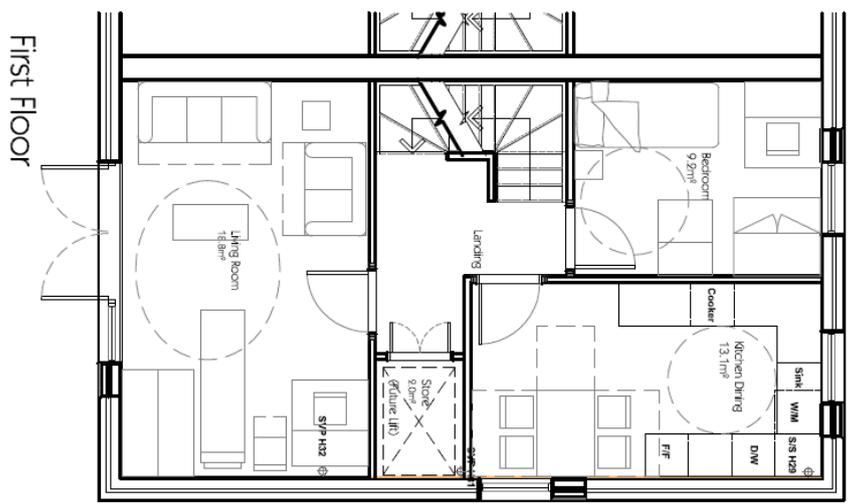
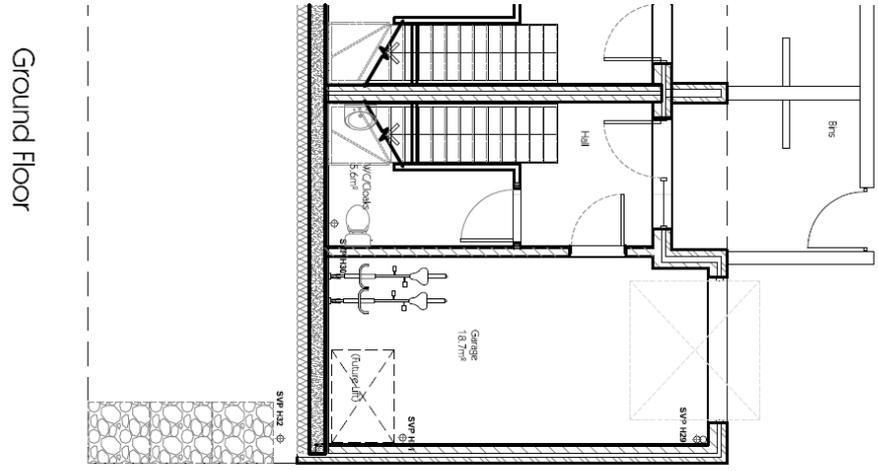
SE23 3EQ



CGI of development:

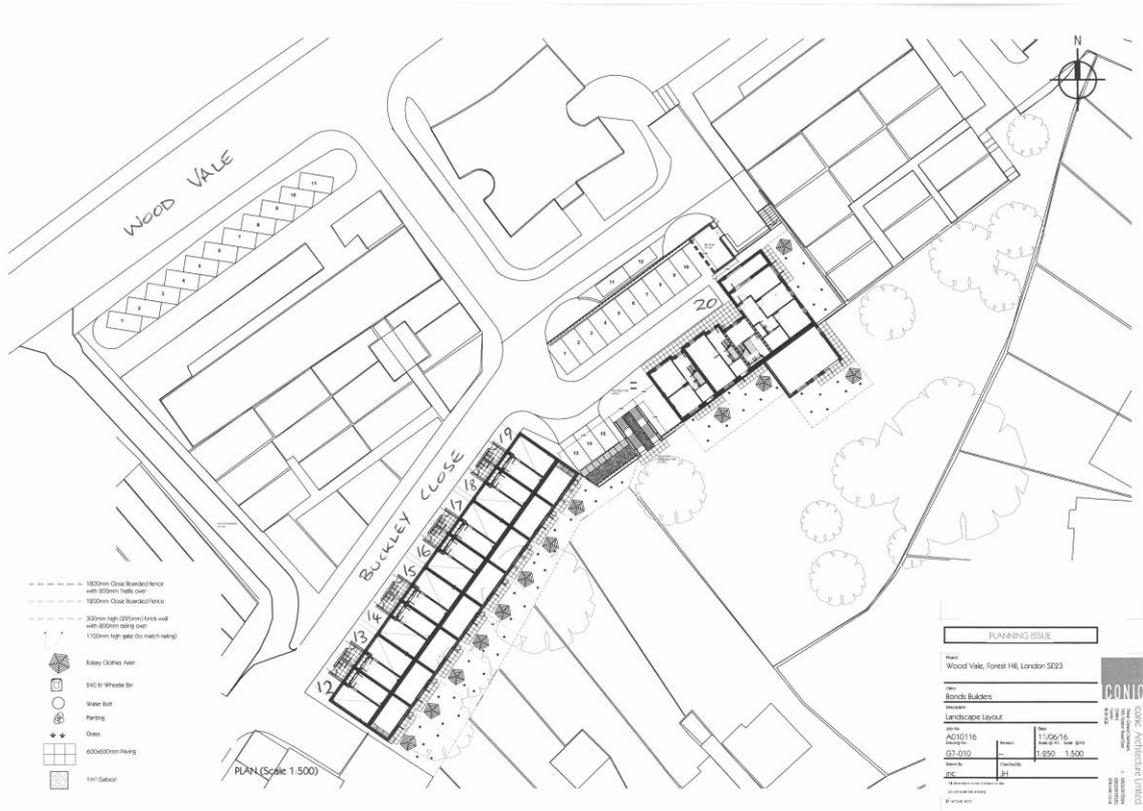


Furniture Floor Plans:



APPENDIX B

Detailed Site Plan



APPENDIX C

Valuation Report Exerts

Valuation Report

Client: Lewisham Homes

Address: Old Town Hall, Catford, London, SE6 4RU



2.0 Executive Summary:

2.1	Address:	No.15 & No.19 Wood Vale, Buckley Close, London, SE23 3EQ
2.2	Location:	Medium density urban area incorporating mixed social/private houses & flats.
2.3	Description:	No.15: Purpose built three bedroom, mid-terrace town house. No.19: Purpose built three bedroom, end-terrace town house.
2.4	Appearance:	Conventional construction specification assumed.
2.5	Accommodation:	No.15 & 19: (identical layout) Ground floor – Entrance lobby, integral garage, w/c 1 st floor – lounge, kitchen/dining room, wc, No1. Bedroom. 2 nd floor – No2. Bedrooms, bathroom/wc, en-suite.
2.6	Services:	Assumed mains gas, electricity, water and drainage.
2.7	Statutory Enquiries:	No unusual enquiries recommended.
2.8	Site & Ground Conditions:	Assumed appropriate for current use and development.
2.9	Environmental Issues:	No unusual environmental issues noted. No specialist report commissioned.
2.10	Tenure:	Assumed freehold / long leasehold equivalent interest.
2.11	Valuation Considerations:	Opinion of Market Value has been established in-part by having due regard to direct capital comparison.
2.12	Market Value:	The Market Value of the freehold / long leasehold equivalent interest in 15 Wood Vale, Buckley Close, London, SE23 3EQ (mid-terrace) is considered to be fairly represented at a figure of £660,000 (Six Hundred and Sixty Thousand Pounds) , on the basis of vacant possession. The Market Value of the freehold / long leasehold equivalent interest in 19 Wood Vale, Buckley Close, London, SE23 3EQ (end-terrace) is considered to be fairly represented at a figure of £670,000 (Six Hundred and Seventy Thousand Pounds) , on the basis of vacant possession.

6.0 Accommodation:

The accommodation of both properties is identical and laid out over three floors which is set out as follows: -

Ground floor: Entrance lobby, w/c, integral garage (floor area 39.00m² approx.)

First floor: Landing, lounge, kitchen/dining room, bedroom 1 (floor area 39.00m² approx.)

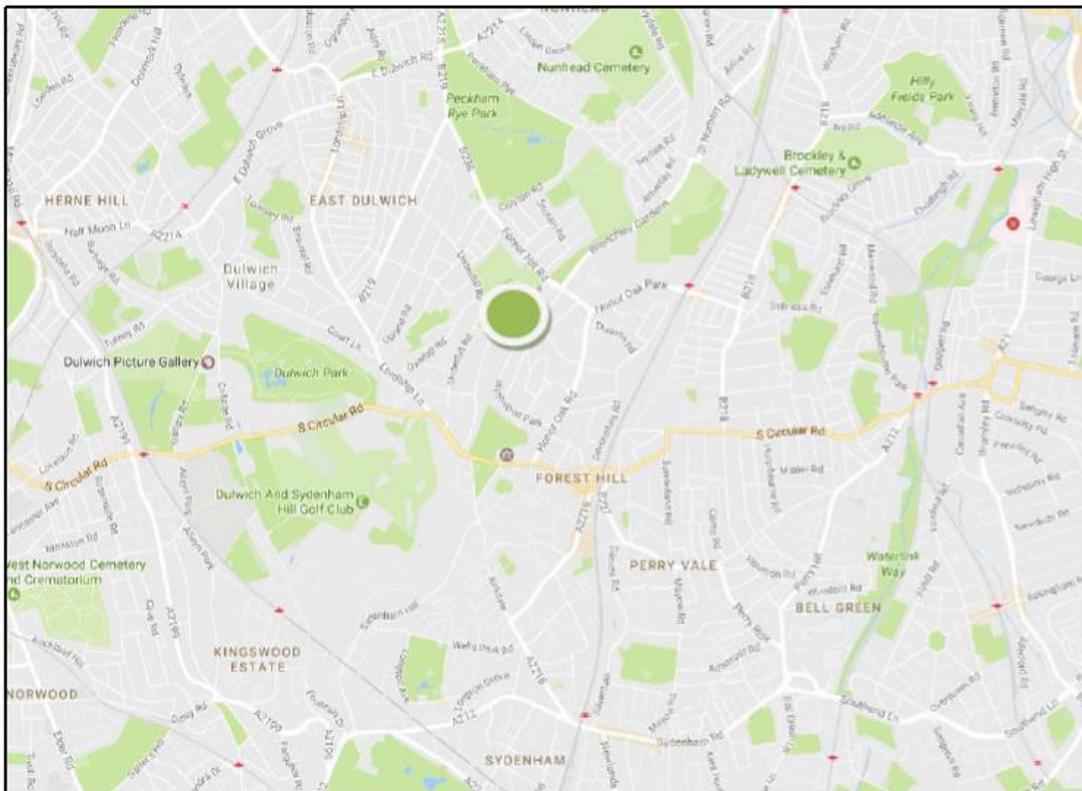
Second floor: Landing, bedroom 1 & en-suite, bedroom 2, bathroom/wc (floor area 39.00m² approx.)

Assumed total floor area of 118m² approx.

Externally we assume that both Properties will have the benefit of front and rear private gardens, and for the purposes of this report we assume both Properties will have the benefit of allocated/off-road parking afforded by respective driveways to front. We reserve the right to amend our opinion(s) of value should these assumptions subsequently prove incorrect.

Appendix 2: Location Map

12-19 Wood Vale, Buckley Close, London, SE23 3EQ



Front elevation



Kitchen



Bathroom/wc

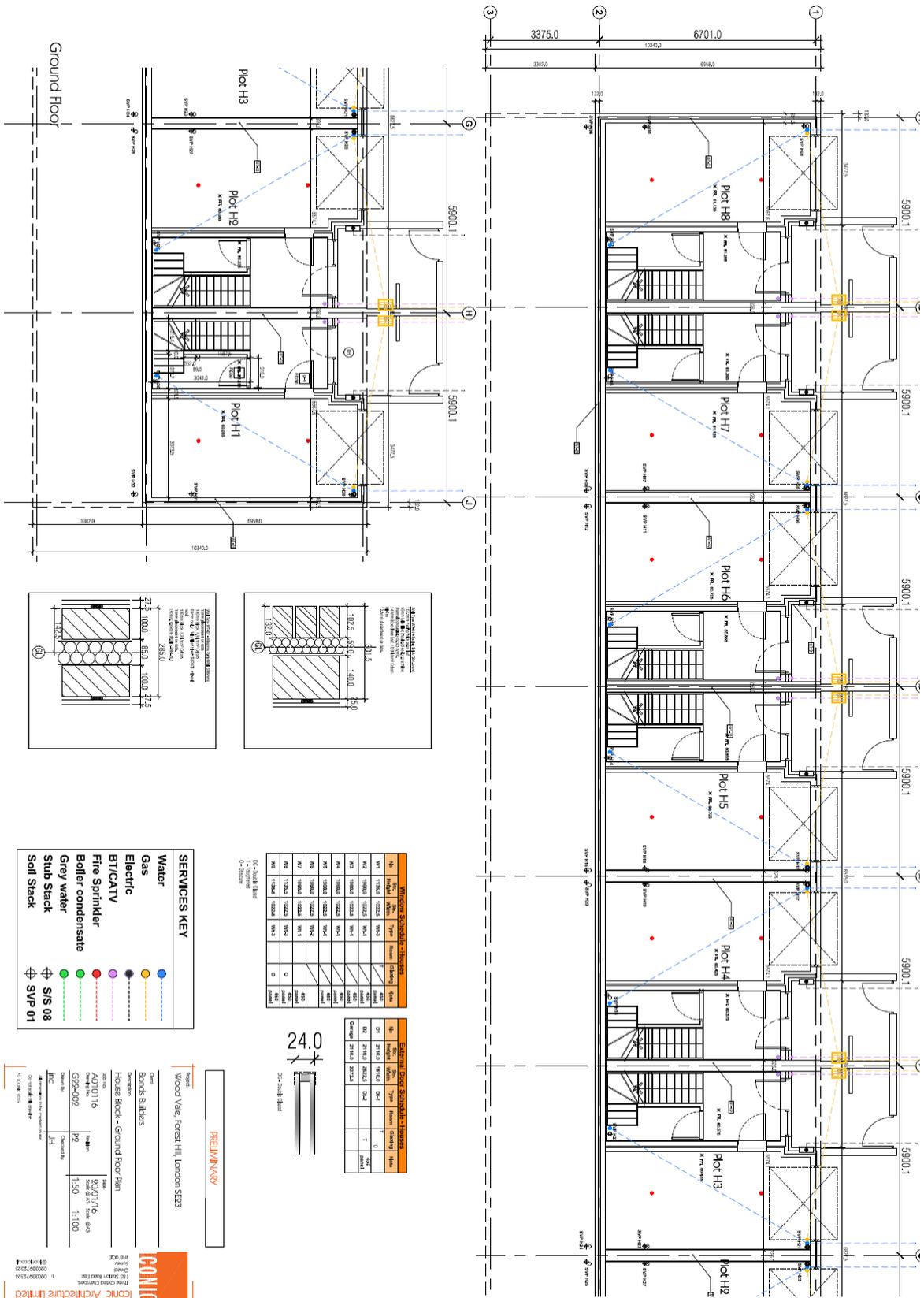


Ensuite Facilities



APPENDIX D

House Block Ground Floor Plan



Window Schedule - Houses

No.	Height	Width	Type	Frame	Cladding	Area
W1	1150	1220	M4	CP	CP	1403
W2	1080	1220	M4	CP	CP	1318
W3	1080	1220	M4	CP	CP	1318
W4	1080	1220	M4	CP	CP	1318
W5	1080	1220	M4	CP	CP	1318
W6	1080	1220	M4	CP	CP	1318
W7	1080	1220	M4	CP	CP	1318
W8	1120	1220	M4	CP	CP	1372
W9	1120	1220	M4	CP	CP	1372
W10	1120	1220	M4	CP	CP	1372

External Door Schedule - Houses

No.	Height	Width	Type	Frame	Cladding	Area
D1	2100	900	DO	CP	CP	1890
D2	2100	2020	DO	CP	CP	4242
D3	2100	2020	DO	CP	CP	4242

SERVICES KEY

- Water
- Gas
- Electric
- BT/CATV
- Fire Sprinkler
- Boiler condensate
- Grey water
- Stub Stack
- Soil Stack
- S/S 08
- SVP 01

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PRELIMINARY

Project: Wood Vale, Forest Hill, London SE23
 Client: BOVOS Builders
 Description: Fire Risk - Ground Floor Plan
 Job No: 0116
 Date: 11/01/16
 Drawn by: JH
 Scale: 1:50
 Date: 11/01/16