



**Doncaster  
Council**

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## **DONCASTER BOROUGH COUNCIL**

### **Section 1: Request for Quote**

#### **Part A: Instructions and Information for Organisations**

**Contract Title: One Council Programme**

**ProContract Ref: DN422106**

**Closing Time / Date: 12 Noon on the 01/08/19**

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## **SECTION 1: REQUEST FOR QUOTE**

### **PART A      Information and Instructions for Organisations**

#### **1.      GENERAL ADVICE**

1.1      How you prepare and present your quotation can be an essential part in securing a contract. The quotation process aims to find Organisations who can help the Council achieve its business objectives by working together. The following advice may help you understand what can turn a quotation into a winning quotation.

- Read the Request for Quote carefully. Preparation is the key, so understand what is being asked of you.
- Answer in the required layout.
- Provide as full an answer as possible to the questions covering all aspects of the question asked.
- You are required, at your own expense to obtain any extra information needed for the preparation of your quote. The Council shall not be responsible for any expenses that you may incur in any aspect of the quotation process.
- Don't assume members of the evaluation panel will have prior knowledge or experience of the work you undertake. This is your chance to give solutions rather than create more questions.
- If you are unclear about any information contained in the quotation documents ask for clarification.
- Don't use the Request for Quote process as a means to issue glossy promotional material about your Organisation. Only include

them if they are relevant otherwise they will add no value to your quote submission.

- Ensure that all appendices/attachments are referenced and titled appropriately.
- Plan ahead. Making sure you meet the deadline is essential.

## **2. PURPOSE**

2.1 Doncaster Borough Council ("The Council") are seeking to appoint a high calibre, creative and innovative organisation for the provision of programme management services including change management expertise and senior leadership in developing and delivering the One Council Programme.

2.2 These Services are more fully described in Section One, Part B Specification.

2.3 The Council is looking to contract with a sole organisation

2.4 The Contract will commence mid-August 2019 for a period of 10 months.

This will be subject to a review of key milestones on an ongoing basis and in particular in terms of transition of any new arrangements arising from this programme. This may call for a revision of contract duration based on transition requirements.

2.5 During the Contract term the Council may wish to vary the Contract in accordance with the terms and conditions of the Contract and if applicable, the Public Contracts Regulations 2015. In such circumstances the Council will negotiate this with the appointed Contractor without the need to reopen competition.

2.6 The key requirement of the Quotation process is to appoint the Organisation that offers the best combination of skills, expertise, quality and cost effectiveness in line with the evaluation and award criteria as stated in Section One, Part C, Evaluation Strategy. The Council therefore needs to ensure that it has the necessary information in order to evaluate the quotation and select the best Organisation for the delivery of the contractual requirements. Regretfully, we may have to reject any quotation which does not adequately follow the instructions in this document. These instructions are intended to make sure that all quotations are given equal and fair consideration. Please provide all your information in the layout and order given below.

2.8 If your organisation experiences any difficulties or has any concerns with these requirements please contact the Council via the route set out in paragraph 6.4.

Please note that no Council Officers should be contacted directly for the purposes of clarification unless by the route set out in paragraph 6.4.

### **3. GENERAL INFORMATION AND INSTRUCTIONS**

3.1 The Contract with the successful Organisation will comprise of the documentation detailed below (duly completed) together with all the documents submitted by the successful Organisation in support of its quotation.

#### **3.1.1 Section One: Request for Quote.**

The Request for Quote consists of the following:

- Instructions and Information for Organisations (Part A)
- Specification (Part B)
- Evaluation Strategy (Part C)

No amendments or alterations shall be allowed to any part of the Request for Quote unless agreed in writing by both parties.

This section does not have to be returned as part of your quote submission.

### 3.1.2 **Section Two: Contract**

This Contract utilises DMBC Terms and Conditions. The successful Organisation will be appointed under the terms and conditions of Contract which are contained in Section Two.

No alterations, amendments or deletions will be allowed to the terms and conditions unless agreed by both parties in writing. The Council believes that the Contract is both reasonable and appropriate. If, however, an Organisation has a specific difficulty with the proposed terms then they should explain the nature of the problem and propose a reasonable alternative at **Clarification Question** stage. Any amendment, which if accepted, results in (a) a transfer of risk; (b) a change in the overall financial position; or (c) any other commercial impact may not be accepted. The Council will respond to clarification questions in line with paragraphs 6.4 to 6.7 and the timetable set out in paragraph 8.1.1. The Council does not bind itself to accept any proposed amendments but will consider any reasonable suggestions.

Organisations should be aware that the Council cannot accept any amendment to either the insurance, limitation of liability provision or anything that would result in a material change to the Council's requirements.

Organisations should also note that any quote response, which merely replaces the Council's Agreement with an alternative agreement, will **not** be acceptable and the Council reserves the right to view such an action as a non-compliant quote and exclude the Organisation from the remainder of the process.

### 3.1.3 **Section Three: Quotation Return Document**

This document should be completed in full, signed and returned via ProContract as your quote submission and in accordance with Paragraph 7 of this Request for Quote

All Quotation Return Documents shall be completed in English.  
You must quote all costs in British pounds (£) **without Value Added Tax.**

The Quotation Return Document consists of the following:

- Part A: Statement of Intent
- Part B: Not Used -
- Part C: Supplier Quality Assessment
- Part D: Key Business Requirements
- Part E: Pricing Schedule

- 3.2 This Request for Quote does not constitute an offer and the Council has the right to accept any quote in whole or in part and does not have to accept any particular quote or the lowest quote received.
- 3.3 The Council reserves the right to change with immediate effect and without prior notice the basis of, or the procedures for the quotation process, to reject any or all quotes for the Contract, to terminate discussions with Organisations at any time and not proceed with the proposed procurement at all. Under no circumstances shall the Council or any of its staff, agents, members or advisors incur any liability whatsoever in respect of such matters.
- 3.3 Nothing within this Request for Quote or any related correspondence is intended by the Council to guarantee any quantity or type of instructions being given by the Council to the successful Organisation.

#### **4. CONFIDENTIAL NATURE OF QUOTATION DOCUMENTS**

- 4.1 Any attempt by Organisations or their advisors to influence the Contract award process in any way may result in the Organisation being disqualified. Specifically, Organisations shall not directly or indirectly at any time:
  - 4.1.1 Devise or amend the content of their quote in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
  - 4.1.2 Enter into any agreement or arrangement with any other person as to the form or content of any other quote or tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other quote.
  - 4.1.3 Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a quote.
  - 4.1.4 Canvass the council or any employees or agents of the Council in relation to this procurement.
  - 4.1.5 Attempt to obtain information from any of the employees or agents of the council or their advisors concerning another Organisation or quote/tender.
- 4.2 Organisations are responsible for ensuring that no conflicts of interest exist between the Organisation and its advisers, and the council and its advisers. Any Organisation who fails to comply with this requirement may be disqualified from the procurement at the discretion of the council.
- 4.3 The quotation documentation received shall be treated as private and confidential. Organisations shall not disclose that they have been invited to submit a quote, or discuss the quote that they intend to make,



or canvass for its acceptance other than with professional advisors who need to be consulted.

- 4.4 Organisations shall not at any time release any information concerning the Request for Quote to the media.
- 4.5 Organisations shall not enter into any inappropriate agreement with third party fixing or disclosing prices, agreeing to refrain from submitting a quote or offering inducement.
- 4.6 Organisations shall not commit any offence under the Prevention of Corruption Acts 1880 to 1916 or give any fee or reward, the receipt of which is an offence under Section 117 of the Local Government Act 1972.
- 4.7 If an Organisation does not observe paragraphs 4.1, 4.2, 4.3, 4.4, 4.5 or 4.6 above the Council will reject the quote and may decide not to invite the Organisation to quote or tender for future work.
- 4.8 The Council's rejection of a quote will not prevent it from exercising appropriate civil remedies against an Organisation nor will it prevent criminal proceedings by the appropriate authorities.

## **5. STATEMENT OF REQUIREMENTS**

- 5.1 You are required to complete the Key Business Requirements contained in Section Three, Quotation Return Documents, Part D. This document allows Organisations to explain and set out how they are going to carry out the contract to meet the specific outputs and outcomes required.
- 5.2 The Key Business Requirements must be completed in the standard format supplied. Failure to comply with these instructions may result in your quotation being treated as non-compliant.

- 5.3 Do not include large quantities of your standard marketing material within your response (unless requested) as this will add no value to your submission.

## **6. PREPARATION OF THE QUOTATION**

- 6.1 Whilst the Council has sought to keep the formalities to the appropriate minimum, this still remains a formal process. We ask you to read the quotation documents carefully and respond as directed.
- 6.2 The Council will not consider any claims for extra work, variations, adjustments or additional work in consequence of any misunderstanding, error, lack of knowledge of the work or incorrect information, nor shall the Contract be nullified as a consequence of any misunderstanding, error, lack of knowledge or incorrect information.
- 6.3 If, when it has received the Request for Quote documents, an Organisation decides it does not wish to complete the Request for Quote process, the Organisation should notify the Council of its decision by updating the Council's eProcurement Portal ProContract<sup>1</sup> by using the 'Opt Out' & 'Opt Out All Communication' function. It is advised if you have already uploaded documents to ProContract, that these are removed before declining the Request for Quote.
- 6.4 Organisations are given the opportunity to raise clarification questions via ProContract by the deadline specified in paragraph 8.1.1 below. Any questions raised, that would result in the Council providing additional information or clarifying aspects of the quotation will be communicated to all Organisations via ProContract by the deadline specified in paragraph 8.1.1.
- 6.5 Where the Council regards an amendment to the original quotation documents as appropriate and significant, any such amendment will be

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<sup>1</sup> <https://procontract.due-north.com>

notified to all prospective Organisations, and an extension of the closing date, may at the sole discretion of the Council be given. Organisations must take full account of any such amendments in the preparation of their quote.

- 6.6 Amendments proposed with, or after submission of Quotes will not be considered by the Council. Where a quote submission response merely replaces the terms of Contract with those of the Organisation or includes amendments to the Contract that the Council considers are a substantial modification to the terms of the Contract and have not been agreed by the Council at clarification stage, then the Council reserves the right to treat the response as non-compliant; whereupon the Council reserves the right to reject such Quotes at its discretion.
- 6.7 If part of the services comprises of software and the Council has requested a software licence be submitted with the Organisations quote, then the terms of the software licence must not contradict the terms of the Contract published by the Council. Only terms strictly relating to parameters of use of the Software will be considered by the Council for example, number of users permissible.
- 6.8 If the Council considers that a cover price (i.e. a quote that is not intended to be considered seriously) has been submitted, the Council may reject the quote and may decide not to invite the Organisations to quote or tender for future work.
- 6.9 No alterations or additions shall be made to any part of the Request for Quote documents.
- 6.10 Quotes shall not be qualified or accompanied by statements that might be construed as rendering the quote equivocal. Only unqualified quotes shall be considered. The Council's decision as to whether or not a quote is in an acceptable form will be final.

6.11 A fully compliant quote must be submitted. Failure to comply with any of the instructions detailed in the quote documents may result in your quote being treated as non-compliant.

6.12 Organisations must obtain for themselves at their own responsibility and expense all the information necessary for the preparation of their quote. Information supplied by the Council's staff or contained in any Council publication is supplied only for general guidance in the preparation of the quote. Organisations must satisfy themselves by their own investigations as to the accuracy of such information and no responsibility is accepted by the Council for any loss or damage of whatever kind or howsoever caused arising from the use by an Organisation of such information.

6.13 Organisations shall be responsible for their own costs and expenses in connection with or arising out of their preparation and response to this quote submission and other requirements detailed in this Request for Quote.

6.14 Organisations and supporting documentation shall be in English and any Contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the laws of England.

6.15 **Consortium and Sub Contracting**

6.15.1 Where a group of economic operators (for example, a consortium) or sub-contracting approach is proposed, a prime (lead) Organisation should be identified. The Quotation Return documentation should be completed in respect of the proposed prime (lead) Organisation. However, relevant information relating to the delivery of the Contract should also be provided (where indicated) in respect of the group/consortium members or sub-contractors as it is recognised that they will play a significant role.

6.15.2 In the Supplier Quality Assessment (Part C) every Organisation that is being relied on to meet the selection must complete and submit the Standard Selection Questionnaire.

You should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

6.15.3 The Council will contract with the prime (lead) Organisation. It is therefore essential that Contracts or service level agreements are in place between all members of the consortium/supply chain.

6.15.4 The prime (lead) Organisation must satisfy themselves that the other Organisations making up the group/consortium/supply chain:

- Have the relevant technical and professional ability to carry out the contract;
- Hold any appropriate accreditations as referenced in the quote;
- Are of a sound economic and financial standing;
- Have the relevant Health and Safety, Equality, Environmental and Quality Assurance policies and procedures in place; and
- Have adequate insurance cover. The limits of the insurance cover need to be equal to those required from the prime (lead) Organisation.

Within the quote response, including in your response to the Standard Selection Questionnaire, reference should be made to the above information (where appropriate) to enable the Council to assess the overall supply base that will be delivering the requirements detailed in the Quote.

6.15.5 The Council recognises that arrangements in relation to a group or a consortium and/or the use of sub-contractors, may be subject to change and may not be finalised until a later date. The prime (lead) Organisation should notify the Council immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 of the standard Selection Questionnaire is submitted for any new Organisation relied on to meet the selection criteria. The Council will make a revised assessment of the submission based on the updated information.

## **7. QUOTATION RETURN**

7.1 All Organisations must complete and return **Section Three, Quotation Return Document**, in the format that has been supplied i.e. the quote return document should **not** be converted into a PDF document. The Quotation Return Document must be made in Microsoft Office 2010 or lower version.

7.2 Quotation Returns should be submitted using ProContract<sup>2</sup>. Submissions by any other means **will not be considered** unless written agreement has been sought from the nominated officer detailed in this document. . If you would like further information, guidance or support in using ProContract please contact the ProContract helpdesk by email at:-

<http://proactis.kayako.com/procontractv3/Core/Default/Index>

7.3 The closing time and date for the quotation exercise is **12 Noon** on **1<sup>st</sup> August 2019** When the closing time and date has passed, you will not be allowed to return your quote using ProContract or by any other means. The Council requests that each individual file making the returned quotation does not exceed **10 MB**. Therefore please do not

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<sup>2</sup> <https://procontract.due-north.com>

use unnecessary graphics, logos, or photographs as they considerably increase the size of the file.

- 7.4 Electronic signatures are **not** required where quotations are returned electronically<sup>3</sup>. You should print the authorised director signatories name in the signature area.
- 7.5 It is important to allow enough time to send the Council your electronic quotation documents. Please check your username and password the day before returning the document, so any problems with your security username and password can be resolved before you lodge your response.
- 7.6 For each document you return using ProContract you will be provided with a receipt number. ProContract will record the receipt number for each document in the 'Review or Resubmit Tender Documentation' area of the site. This is your evidence that your document was lodged successfully.
- 7.7 If there appears to be an error in a submission or supporting information, the Contract Officer shall seek clarification and shall, at their own discretion permit manifest or minor errors to be corrected, otherwise the Organisation will be invited to confirm or withdraw their quote.
- 7.8 The Council reserves the right to request additional information for Organisations it if considers, in its sole discretion, that such information is required to enable the Council to understand the submission for the purposes of the evaluation process. During the course of the evaluation process, Organisations shall be required to make available key personnel who shall be authorised to respond to all matter relating to the Request for Quote, within **48 hours** of receipt of a written query.

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<sup>3</sup> Directive 1999/93/EC – A Community Framework for Electronic Signatures (13<sup>th</sup> December 1999)

- 7.9 Organisations should ensure that the appropriate person is selected as the main point of contact on ProContract. All correspondence will be sent electronically via ProContract to this person.

## 8. TIMETABLE

- 8.1 Organisations should note these timetable dates:

### Timetable

Request for Quote issue date:	19/07/2019
Deadline date for submission of written questions or points for clarification:	26/07/2019
Deadline date for Council's response to clarification questions:	29/07/2019
<b>Quotation Return date: 12:00 noon on</b>	<b>01/08/2019</b>
Clarification meeting (if Required): W/C	05/08/2019
Notification of award: W/C	05/08/2019
Commencement date: W/C	12/08/2019

- 8.2 Following the evaluation, the Council may need to clarify certain issues arising from the quotes. Therefore we may invite Organisations to a clarification meeting to clarify and amplify aspects of their proposed solution; this may also include a presentation on specific, and identified areas of the Quote.
- 8.3 Please note that the timetable dates are provided as indicative dates only. The Council may if necessary, extend the period for completing the award process. If the Council has not accepted a quotation or awarded the Contract within the specified period then the quote shall remain in force without variation for minimum of ninety (90) days.
- 8.4 All Organisations will be notified of the outcome. Organisations will be notified simultaneously as soon as possible of any decision made by the Council during the quotation process.



- 8.5 Organisations must not undertake work until written notification that they have been awarded the Contract and are required to start work has been received.
- 8.6 If you undertake any work in direct breach of paragraph 8.4 above then please be aware the **Council will not be liable for any costs you incur** and this will be entirely at your risk.
- 8.7 The Council reserves the right in exceptional circumstances and after the opening of quotes to enter into discussions with any Organisation.
- 8.8 Acceptance of the quote by the Council shall be in writing and shall be communicated to the successful Organisations. The successful Organisations shall upon request of the Council execute a formal Contract in the form contained in the Contract documents.
- 8.9 Once the Council has reached a decision in respect of the Contract award, it will notify all Organisations of that decision
- 8.10 NOT USED
- 8.11 The Council endeavours to carry out all procurement processes to a high standard and in compliance with the Public Contracts Regulations 2015. Crown Commercial Service encourages good procurement policy and practice and has introduced a “Public Procurement Review Service” (previously known as the Mystery Shopper Service until it was renamed on the 29th November 2018) as an alternative way for organisations to raise concerns about procurement practice. Details can be found at:  
<https://www.gov.uk/government/publications/public-procurement-review-service-scope-and-remit>

## **9. CONTRACT PRICE**

- 9.1 You are required to complete the pricing schedule contained in Section Three, Part E.
- 9.2 Please quote all prices in British Pounds (£) **without Value Added Tax**.

## **10. INFORMATION GOVERNANCE**

- 10.1 The Council must follow the rules laid down in the Freedom of Information Act 2000. This Act gives anyone the right to ask for information held by the Council (including quotes received).
- 10.2 If the Council does not consider it suitable to issue information, it can apply one or more of the exclusions under the Freedom of Information Act. Exclusions that are more likely to apply to contracts and the quotation process are those related to an Organisation's 'commercial interests' and 'confidentiality'.
- 10.3 The 'confidentiality' exclusions can only be used where there is a chance of legal challenge being taken against the Council for breaking the Organisation's confidence.
- 10.4 If you consider that any of the information provided to the Council should be excluded from disclosure under the Freedom of Information Act, you must complete the exclusions schedule as part of the quotation process, indicating the sections of your quote you consider should be excluded, the paragraph to be applied and your reason why. This exempt information will then be held separately as Reserved Information. Information that is agreed by the Council to be Reserved Information will be contained in a separate schedule to the Contract.
- 10.5 The exclusions schedule that should be completed can be found in Section Three, Part C of the Quotation Return Document.

- 10.6 Organisations should be aware that requests for information under the Freedom of Information Act are considered individually and that the decision as to whether requested information would be disclosed lies solely with the Council.
- 10.7 If you wish to find out more information about the Freedom of Information Act then you will find the following websites useful:  
<http://www.legislation.hmso.gov.uk/acts/acts2000/20000036.htm>  
<https://ico.org.uk/for-organisations/guide-to-freedom-of-information/>
- 10.8 The General Data Protection Regulation (“GDPR”) came into force from 25th May 2018.
- 10.9 GDPR applies to any public or private organisation processing “Personal Data”. Personal Data means any information that relates to an identified or identifiable living subject, i.e. staff member, member of the public, customer etc. The GDPR is applicable to “Controllers” (who say how and why Personal Data is processed) and “Processors” (who act on the Controller’s behalf).
- 10.10 The Contract being procured as a part of this ITQ will be subject to the GDPR, and the successful Organisation will be a Controller.
- 10.11 Organisations should note that:
- 10.11.1 They will be expected to manage their own costs in relation to compliance with GDPR
  - 10.11.2 Under the GDPR Processors now face direct legal obligations and they can be fined by the Information Commissioner’s office (“ICO”)
  - 10.11.3 Both Controllers and Processors may face claims for compensation where they have not complied with their obligations under GDPR.

- 10.11.4 The Council will not accept liability clauses, the aim of which is to indemnify Processors against fines or claims under GDPR, as this undermines the principle that Processors are directly responsible for protection of personal data.
- 10.11.5 If GDPR is applicable to this Contract, the Contract documents to be entered into by the successful Organisation will include specific obligations in relation to GDPR, which may include the requirement for the Organisation to enter into a Data Sharing Agreement where applicable.
- 10.11.6 The Supplier Quality Assessment requires Organisation to confirm that they have implemented technical and organisational measures that are sufficient to ensure that data processing will meet the requirements of the GDPR.

## **11. ORGANISATIONS INDIVIDUAL WARRANTIES**

- 11.1 In submitting its quote, your Organisation warrants, represents and undertakes to the Council that:
  - 11.1.1 All information, representations and other matters of fact are communicated (whether in writing or otherwise) to the Council by your Organisation, its staff or agents in connection with or arising out of the quote are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the quote.
  - 11.1.2 It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the quote and that it has not submitted the quote and will not be entering into the Contract (if the same be awarded to the Organisation by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council.

11.1.3 It has the power and authority to enter into the Contract and perform the obligations specified in the Contract documents and will if requested, produce evidence of such to the Council.

11.1.4 It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to perform the obligations specified in the Contract documents.

11.1.5 It will not at any time during its appointment under the Contract or at any time thereafter claim or seek to ensure for the purposes of this Contract any lien, charge or other encumbrance over property of whatever nature owned or controlled by the Council and which is the time being in possession of the Organisation.

## **12. HEALTH AND SAFETY REQUIREMENTS**

12.1 In accordance with Doncaster Council's Health and Safety policy, all contractors (suppliers of goods, works and services) to the Council **must be compliant with a relevant accredited body that is registered with the Safety Schemes in Procurement (SSIP) [www.ssip.org.uk](http://www.ssip.org.uk)**. It will therefore be a requirement that the successful Organisation undertakes any necessary pre-qualification assessment to become compliant, if awarded the Contract. Compliant status will need to be in place before the Contract is awarded and prior to work commencing. It must be maintained and remain in force throughout the life of the Contract.

12.2 All EU standards must be equivalent to SSIP. If you are unsure whether your Organisation's Health and Safety accreditation is considered to be an equivalent to SSIP please contact the Council's Safety Section on 01302 737541. The Council's decision as to

whether this is an equivalent standard and relevant category will be final.

**13. NOT USED**

**14. NOT USED**

**15. Social Value**

15.1 The Council aims to embed social value across all commissioning and procurement.

15.2 The aim of this policy is to set the Council's vision and approach to the delivery of social value through its commissioning and procurement activities under the Public Services (Social Value) Act 2012. 1.2 This policy describes how social value will be embedded across the Council's commissioning and procurement processes complementing the policy themes of the Council's „Doncaster Growing Together“ (DGT) programme.

15.3 Tenderers are required to demonstrate their approach to and understanding of Social Value in Doncaster responding to the relevant social value questions in Section 3. Part D Key Business Requirements